



AMENDED RESTRICTIONS KARAUGH SUBDIVISION

(Karaugh, Sections One (1) and Two (2))

THE STATE OF TEXAS

OF FORT BEND § KNOW ALL MEN BY THESE PRESENTS:

WHEREAS, by that certain instrument entitled "RESTRICTIONS - KARAUGH ONE" file of record at Volume 985, Page 126 of the Deed Records of Fort Bend County, Texas, under County Clerk's File No. 70131, certain covenants, conditions, restrictions, easements, charges and liens were established for Karaugh, Section One (1), a subdivision in Fort Bend County, Texas, according to the map or plat thereof recorded at Slide 1492B and 1493A of the Map Records of Fort Bend County, Texas; ' and

WHEREAS, by that certain instrument entitled "RESTRICTIONS - KARAUGH, SECTION TWO" file of record in the Official Records of Fort Bend County, Texas, under County Clerk's File No. 9114247, certain covenants, conditions, restrictions, easements, charges and liens were established for Karaugh, Section Two (2), a subdivision in Fort Bend County, Texas, according to the map or plat thereof recorded at Slide 1116A of the Map Records of Fort Bend County, Texas

WHEREAS, said instrument provides that same may be amended by the execution and recordation of a written instrument signed by a majority of the owners of a majority of the acreage within each subdivision; and

WHEREAS, the undersigned being the owners of: a) a majority of the lots within Karaugh, Section One (1); and b) a majority of the lots within Karaugh, Section Two (2), wish to amend the covenants, conditions, restrictions, easements, charges and liens applicable to their respective lots by deleting and replacing same with the covenants, conditions, restrictions, easements, charges and liens contained in this instrument, thereby establishing a uniform plan for the further development, improvement and sale of lots within the said subdivisions, and to ensure the preservation of such uniform plan for the benefit of both the present and future owners of the lots in order to protect and enhance the quality, value, desirability and attractiveness of the said subdivisions.

NOW, THEREFORE, the undersigned hereby amend the covenants, conditions, restrictions, easements, charges, and liens applicable to their respective lots by deleting them in their entirety and replacing same with the covenants, conditions, restrictions, easements, charges, and liens, as follows:

Karaugh Community Association, Inc., a Texas Corporation, hereinafter referred to as "Association", and the undersigned, desiring to establish and carry out a uniform plan for the improvement and development of the property as a restricted residential subdivision for the

benefit of the present and future owners of Lots in said subdivision, do hereby adopt and establish certain restrictions, covenants, conditions, easements, charges and liens (the "Restrictions") which shall be applicable to the use, occupancy and conveyance of all residential Lots in the subdivision and every contract or deed hereafter executed, and covering any Lot shall conclusively be held to have been executed, delivered and accepted subject to the Restrictions, regardless of whether or not the Restrictions are set out in full or are incorporated by reference in such contract or deed. Following any changes to Board members, a completed Management Certificate is to be signed by our Treasurer, notarized, and filed with the Fort Bend County Tax Office. It is to be electronically filed with the Texas Real Estate Commission (TREC) within seven (7) days following the annual community meeting. For purposes of this document, "Association" shall mean the Karaugh Community Association, Inc., a Texas non-profit corporation, its successors, or assigns. The "Board of Directors" or "Board" shall be the elected body having its normal meaning under Texas corporate law. The "Architectural Control Committee" or "ACC" shall be a committee as provided for these restrictions and the Association's By-Laws. "Lot" or "Tract" shall mean any plot of land shown upon any recorded subdivision map of the Properties. The term shall include all portions of the lot owned including any structure thereon, as well as vacant Lots intended for development. "Properties" or "Subdivision" shall mean that certain real property first herein above described as Karaugh, Section One (1) and Karaugh, Section Two (2), according to the respective maps or plats thereof recorded in the Map Records of Fort Bend County, Texas.

This Declaration hereby is established pursuant to and in furtherance of a common and general plan for the improvement and sale of Lots within the Subdivision and for the purpose of enhancing and protecting the value, desirability, and attractiveness of the Subdivision. The Subdivision and each part thereof shall be owned, held, transferred, conveyed, sold, leased, rented, hypothecated, encumbered, used, occupied, maintained, altered, and improved subject to the covenants, conditions, restrictions, limitations, reservations, easements, exceptions, equitable servitudes, and other provisions set forth in this Declaration for the duration thereof. The Lots in the Subdivision shall be subject to the jurisdiction of the Association. The association may obtain the name, mailing address, phone number and email address of each person who will reside at a leased property, as well as the start date and term of lease.

The covenants, conditions, restrictions, limitations, reservations, easements, and exceptions of this Declaration hereby are imposed as equitable servitudes upon each Lot within the Subdivision as a servient estate, for the benefit of each and every other Lot within the Subdivision, as the dominant estate. The covenants, conditions, restrictions, limitations, reservations, easements, exceptions, equitable servitudes, and other provisions set forth in this Declaration shall run with, and shall inure to the benefit of and shall be binding upon, all of the Subdivision and each Lot therein, and shall be binding upon and inure to the benefit of: (a) the Subdivision; (b) Declarant and its successors and assigns; (c) the Association and its successors and assigns; and (d) all persons having, or hereafter acquiring, any right, title, or interest in all or any portion of the Subdivision and their heirs, executors, successors, and assigns.

1. The Lots shall not be further divided and sold in smaller parcels than as set forth on the map or plats of the Subdivisions.
2. Said Properties shall be used for single family residential purposes only, with only one single family residence on each tract in the Subdivision.
3. No temporary structures shall at any time be used for human habitation. Additional buildings for servants and guests are permitted, but none of such additional buildings shall be rented separately from the main family residence on said Lot.
4. Any one-story residence constructed on property after June 1, 1998, shall be new construction and shall not contain less than 3,000 square feet of living area, exclusive of porches, breezeways, patios, and garage. Materials for exterior walls and roof must be durable and attractive. The Architectural Control Committee (the "ACC") will have complete authority to approve or disapprove the choice of exterior materials. The above restrictions shall apply to any two-story residence, with the exception that the two-story residence must contain at least 3,400 square feet of living area, exclusive of porches, breezeways, patios, and garage. If the Lot size and conditions make it physically impossible to construct a 3000 square ft. single story residence, (as determined and certified by a licensed architect or engineer selected by the ACC) the ACC may waive the minimum square footage to no less than 2500 square feet. All residences must have a minimum of two car garages either attached to the primary structure or connected by a breezeway. Garages and breezeway exteriors must be of the same material and color as the primary residence.
5. Motorcycles, motorbikes or other two or three wheeled motorized vehicles shall not be operated within the Sub0division except for purposes of reasonable ingress and egress and, when so permitted, shall be operated only on the existing roadway.
6. No business or commercial structure of any kind or nature whatsoever shall be built on any portion of the property nor shall there be any commercial feeding of any animals of any description or trafficking in animals of any description whatsoever. No business or commercial activity of any kind may be maintained and/or conducted upon the property, nor shall anything be done thereon which may be or become an annoyance or nuisance to adjoining property owners. The use of any residential home for hotel, motel, or transient use shall be strictly prohibited.
7. Cost information for construction of new residential homes must be provided to the Architectural Control Committee. This information shall consist of the builder's detailed estimates. New residential homes must be equivalent or higher in value to other homes of comparable size in the area.
8. No building, structure or improvement shall be placed, erected or installed upon any Lot, no construction (which term shall include within its definition staking, clearing, excavation, grading, and other site work), no exterior alteration or modification of existing buildings, structures or improvements upon any Lot shall be commenced until the requirements below have been fully met, and until the written approval of the Architectural Control Committee has been obtained as provided below. All buildings and structures constructed on any portion of the

Properties shall be designed by and built-in accordance with the plans and specifications of a licensed architect or licensed building designer. The Board of Directors shall have the authority and standing on behalf of the Association, to enforce in courts of competent jurisdiction decisions of the Architectural Control Committee (the "ACC"). The ACC shall have exclusive jurisdiction over all original construction and all modifications, additions, or alterations on any portion of the Properties. The ACC shall be elected by the Association according to its bylaws and shall consist of three members. The members of the ACC may include Board members, architects, engineers, and other people who are not members of the Board. Plans and specifications showing the nature, kind, shape, color, size, materials, cost of the structure, and location of such new construction, modifications, additions, or alterations, shall be submitted to the ACC for approval as to quality of workmanship and design; and as to the aesthetics and harmony of external design with existing structures; location in relation to surrounding structures, topography, and finish grade elevation. A true copy of all plans, specifications and details shall be lodged permanently with said ACC and any buildings or improvements which are thereafter erected shall conform in detail to such plans and specifications. Plans for any new residence must include detailed front, rear, left and right side elevations, a floor plan, a foundation plan, height of foundation relative to flood plain, garage and breezeway plans, complete and accurate materials sheets, a lot plan (including driveway, sidewalks, initial landscaping, well, gas, electric supply, septic site, and additional structures, the location of same with respect to the property lines, and front and side set back lines), the builder's estimates for construction cost, and the name and address of the builder. The ACC will have the authority to approve or disapprove new construction based on their assessment of the builder's capability, plans not conforming to these deed restrictions, or plans lacking in detail. Any new residence must be built by a builder approved by the ACC. Said builder must be of good reputation, financially sound, with experience building homes on acreage lots with deed restrictions, and lots that require septic and well systems. The ACC can approve or disapprove any builder for any reason. The homeowner cannot act as their own builder unless they meet the builder requirements and are approved by the ACC.

If the ACC fails to approve or to disapprove such plans or to request additional information required within forty-five ( 45) days after submission, the plans shall be deemed approved. If an architectural modification request is denied by the ACC, the denial must be provided in writing (email), describe the basis for the denial to resolve issues. If resolution is not achieved, the ACC must outline the owner's right to appear before the board. Review and approval of any application pursuant to this provision may be made based on aesthetic considerations only. The ACC shall not bear any responsibility for ensuring the structural integrity or soundness of approved construction or modifications, nor for ensuring compliance with building codes and other governmental requirements. Neither the Association, the Board of Directors, any committee, or member of any of the foregoing shall be held liable for any injury, damage or loss arising out of the manner or quality of approved construction on or modifications to any Lot.

9. Security measures (Cameras and Motion detectors) can be installed by the owner. All fencing must be approved by the ACC. All pool fences requested by property owners must be a

maximum of 48" tall and made of black wrought iron or a common design approved by the ACC. No fencing will be erected in front of the rear corners of any home without prior ACC approval. Chain link fencing will not be permitted anywhere within the subdivision.

10. No trash, garbage, perishable matter, or debris of any kind shall be dumped or permitted to accumulate on said property, nor may any of such materials be burned on the premises, except for tree or landscaping debris and wooden construction materials.

11. No oil drilling or development operations or refining, quarrying, or mining operations of any kind shall be permitted upon any part of the property, nor shall oil wells, tanks or tunnels, mineral excavations or shafts be permitted thereon. No derrick or other structure designed for use in drilling for oil or natural gas or other minerals shall be erected or maintained upon said property. No exploratory work may be performed upon, above or under the property. Such prohibition shall not extend to the drilling of water wells for domestic use of water on the premises.

12. No hogs, chickens, sheep, goats and/or cattle shall be kept, raised, bred, or fed on the property. No type of agriculture business shall ever be maintained on the property.

13. No animals other than household pets shall be fed, raised, bred or kept on the property, with the exception that a maximum of two horses per lot may be kept on the lots directly adjacent to Jones Creek under the following conditions: a stable must be constructed which matches the same material and color as the exterior walls of the primary home, and fences used to contain horses must comply with the restrictions herein.

14. No cesspools shall be dug or permitted on the property.

15. Septic tanks will be permitted on the property, but their construction and location shall comply with all existing state, county or other laws relating thereto. In any event, however, no septic tank shall be constructed and maintained closer than twenty-five (25') feet from any property line and fifty (50') feet from any roadway. No septic tank may be shared with any other property owner. No more than two (2) septic tanks may be constructed and maintained on the tract unless the owner secures a certificate from a registered professional civil engineer that the construction, location, and maintenance of more than two (2) septic tanks will not pose any pollution danger or nuisance to adjoining property owners. Except for portable temporary toilets for construction workers, there shall be no outside toilet built or used on the premises.

16. On tracts adjoining the Winner Foster Road, at the west boundary of the Subdivision, garages and residences shall not open or face toward Winner Foster Road. Garage doors shall not face directly toward the street on any tract without the approval of the ACC.

17. No repair work, dismantling or assembling of motor vehicles or any other machinery or equipment shall be done in any street, or front or side yard on any tract.

18. No boat, trailer, motor home, mobile home or recreational vehicle is to be parked on any tract for more than forty-eight (48) hours.

19. No sign, advertisements, billboards, or advertising structure of any kind may be erected or maintained on said property without the written consent of the Association. The Association shall have the right to remove any such non-conforming signs, advertisement or billboard or advertising structure which is placed on said property without such consent and in so doing shall not be liable and is hereby expressly relieved from any liability for trespass or other tort in connection with or arising from such removal. This shall not prohibit a "For Sale" sign or "For Lease" sign on said property if not larger than four-foot square. Religious items may be displayed anywhere on the owner's property without size restrictions. Limits of signage: ones that threaten public health or safety; violates a law other than a law prohibiting the display of religious speech; contains language, graphics, or any display that is patently offensive for reasons other than its religious content; installed on property owned or maintained by the property owners' association or on common property.
20. The sale of beer, liquor and other intoxicants shall never be permitted on the property. No part of the property shall be used for malicious, illegal, or immoral purposes nor for any purpose in violation of the laws of the State of Texas, the United States of America or Fort Bend County Texas, or the police, health sanitary or fire building codes, regulations or instructions relating to or affecting the use, occupancy or possession of the property.
21. No firearms shall be discharged on the property for recreational purposes.
22. Except as may be permitted under the laws of the State of Texas, the property shall not be used for the purpose of medically or psychologically treating anyone with any sickness or illness.
23. Grantees; their heirs and assigns, are bound and obligated through the purchase of said property, to maintain the same at their own expense in a neat and presentable manner and are obligated to keep the grass, vegetation and weeds on said lot cut as often as may be necessary to keep the Lot in a neat and attractive condition. Should grantees fail to maintain said property or home exterior in a neat and attractive condition, the Grantees will be notified in writing of any objectionable, detrimental, or unattractive conditions existing on said property or home and request Grantees, or subsequent owners, to eliminate same. In the event the owner fails to correct the problem within 15 days after receiving written notice, the HOA may hire a service to correct the problem and charge the cost of such service to the property owner. The HOA shall not be liable for any trespassing or other tort in connection with or arising from such action.
24. Culverts installed by tract owners from main road within the Subdivision to their driveways are to be a minimum of eighteen (18') feet, reinforced concrete.
25. All Lots shall be subject to an annual maintenance charge of an amount to be determined by the Association (and communicated to all property owners) per acre, or fraction thereof, per year for the purpose of creating a fund to be known as the "Maintenance Fund." The maintenance charge shall be paid by the owners of the Lot in conjunction with like charges to be paid by other property owners with the same restriction in his deed or contract for Deed.

(2022 amount: \$120 per acre for lot owners, \$160 per acre for homeowners, Insurance Assessment: \$30.00). Subject to annual review.

The Maintenance charge for each Lot shall be secured by a Vendor's Lien thereon and shall be paid in advance, annually on the first day of January of each year, to Karaugh Maintenance Fund, or its successors or assigns, to be administered by the Association. Said lien shall be junior, subordinate, and inferior to any lien (and renewals and extensions thereof) granted by the owner of said tract to secure the repayment of the purchase price for the tract or the cost of any permanent Improvement to be placed thereon. Such maintenance charges may be adjusted by the Association or its successors from year to year as the needs of the subdivision may, in the Association's judgment, require. Collection letters must provide owners with 45 days to cure delinquency. Any legal fees must be reasonable. Policy: provide notice to owner, provide an opportunity for a payment plan, send a notice to the owner at least 30 days before reporting to credit agencies, cannot report disputed charges, cannot charge fees for the reporting. Any delinquent payments shall access penalties, commencing 60 days after said payment is due and upon written notice, at the maximum legal rate, not to exceed 15% per month. The Association owners shall be responsible for timely payment of the charge without being billed therefor. The Association shall apply the total of the funds so collected toward doing things necessary or desirable for the benefit the Subdivision, and to enforce these Restrictions. Grantees purchasing tracts after the January 1st prepayment date of that year shall pay their maintenance charge on a pro-rata basis at the time of closing. Property owners that are delinquent in the payment of maintenance fees shall not be entitled to vote at any meeting of the membership of the Association until said fees are paid.

26. If Grantees, or their heirs or assigns, shall violate or attempt to violate any of the restrictions and covenants herein contained, it shall be lawful for the Association to prosecute in any proceedings, at law or in equity, the person or persons violating or attempting to violate such restrictions. All covenant violation appeals are to be made to the board only. Packets must be sent to the owner 10 days before the hearing with the evidence the association intends to introduce. (Documents, photos, communications, etc.) At the meeting with the board, the owner will have the opportunity to give information in response. If a complaint references another neighbor, a Private Personal Information form (PPI) must be on file.

The Association shall be entitled to recover reasonable attorney fees and other expenses in the enforcement of these restrictions. They have the authority to impose fines (referred to herein as "Common Assessment") for violations of these deed restrictions, in the manner, and for the amount, as determined by the Board, and shall not exceed one (1) month's Common Assessment for the first offense, two (2) month's Common Assessment for the second offense, and three (3) month's Common Assessment for the third or a subsequent similar offense. Any fine shall be imposed by written notice to the Owner or tenant, signed by an officer of the Association, which shall state the amount of the fine, the violation for which the fine is imposed, and shall specifically state that the Owner or tenant has the right of due process to contest the fine by delivering written notice to the Association within ten (10) days after receipt of the notice imposing the fine. If the Owner or tenant timely and properly objects to the fine, the Board shall conduct a hearing within thirty (30) days after receipt of the Owner's or tenant's

objection and shall give the Owner or tenant not less than ten (10) days' written notice of the hearing date. At the hearing, the Board shall conduct a reasonable inquiry to determine whether the alleged violation in fact occurred, and whether the fine imposed is appropriate. The Owner or tenant shall have the right to attend the hearing and to produce evidence on its behalf. The Board may maintain, ratify, reduce, or eliminate the fine and shall give the Owner or tenant written notice of its decision. Any fine shall be due and payable within (10) days after written notice of the imposition of the fine, or if a hearing is timely requested, within ten (10) days after written notice of the Board's decision. Any fine levied against an Owner shall be deemed a Special Assessment, and if not paid when due shall accrue interest at the maximum rate allowed by law not to exceed 15% per month.

27. These covenants and restrictions shall run with the land, and shall be binding upon the Grantees, their heirs and assigns, and all persons or parties claiming under them, for a period of twenty (20) years from the date of this amendment at which time they shall be automatically extended for successive periods often (10) years each, unless changed or ended in whole or in part as hereinafter provided.

28. Due to the terrain in the Subdivision, no building setback lines are established in these restrictions. However, it is to be expressly understood that Architectural Control Committee must approve location of any residence built in the Subdivision.

29. There is hereby reserved an easement for drainage purposes 20 feet on either side of the centerline of all existing natural or man-made drainage courses within the property herein subdivided, together with the right of ingress and egress necessary to maintain and/or improve such drainage courses to provide adequate outlet for storm water.

30. Property owners in the Subdivision are allowed to fish from the dam at the south end of the lake in the Subdivision; however, no swimming will be allowed.

31. No overhead power lines or telephone lines will be installed after June 1st, 1998. All homes built after this date must be underground utilities.

32. Any new construction (as defined in paragraph 8) must be completed within twelve (12) months of the ACC approval date. Approval of new construction by the ACC will be valid for a period of 120 days. Construction must begin within 120 days of approval, otherwise the approval will be revoked, and the proposed construction shall not be considered approved. Any partial construction that is inactive for a period of 120 days is considered not approved. Any construction started or completed without the approval of the ACC must be removed at the request of said ACC.

33. Upon completion of construction, the ACC must be permitted to verify that the specifications and design established in the submitted approval package have been met. The builder of record must submit a signed statement of completion, along with the owners' signature, stating the residence is ready for occupancy according to their contract to the ACC.

34. No exterior television or radio antenna may be installed without approval of the ACC, except for satellite antennas less than thirty-nine (39) inches in diameter.

35. All new and replacement propane tanks must be buried in a manner approved by the ACC.
36. Window coverings must not be made of paper, aluminum foil, bed sheets or any other unusual or unsightly material.
37. Utility boxes, junctions, meters, pumps, well heads, septic ports, tanks, transformers, or other utility devices which are visible from the street must be hidden from view by landscaping approved by the ACC, within twelve (12) months after move in. The landscaping planned for the front of new homes must be completed within twelve (12) months.
38. No improvement that has been partially or totally destroyed by fire or otherwise, shall be allowed to remain in such state for more than 120 days from the time of destruction or damage
39. Above ground fuel storage tanks are not permitted on any lot.
40. All swimming pools will be in ground; no above ground swimming pools are permitted.
41. The cost of maintenance of the Karaugh pond will be shared equally by all property owners from the maintenance fund established and maintained by the Association.
42. Metal outbuildings will not be installed or constructed on any tract. All out building types and location must be approved by the ACC before installation.
43. The foregoing covenants and restrictions may be terminated or amended at any time by the execution and recordation of a written instrument executed by owners of a majority of the acreage within said Subdivision tract.
44. In the event any one or more of these covenants, agreements, restrictions, or conditions shall become or be held invalid, for any reason, the same shall in no wise affect the validity of the other remaining covenants, agreements, conditions, or restrictions set out herein, which shall remain in full force and effect. The failure of any part to enforce any violation of the Declaration of Restrictions shall not be deemed a waiver of the right to do so thereafter as to the same breach occurring prior or subsequent thereto and shall not bar or affect enforcement.

Executed this the 9<sup>th</sup> day of February, 2023.

Karaugh Community Association

Janice Dillingham Schwarz  
Janice Dillingham Schwarz, President

Executed this the 9<sup>th</sup> day of February, 2023.

Karaugh Community Association

Sue Roe  
Sue Roe, Secretary

STATE OF TEXAS

COUNTY OF Fort Bend

This instrument was acknowledged before me on 2/9/2023 (date)

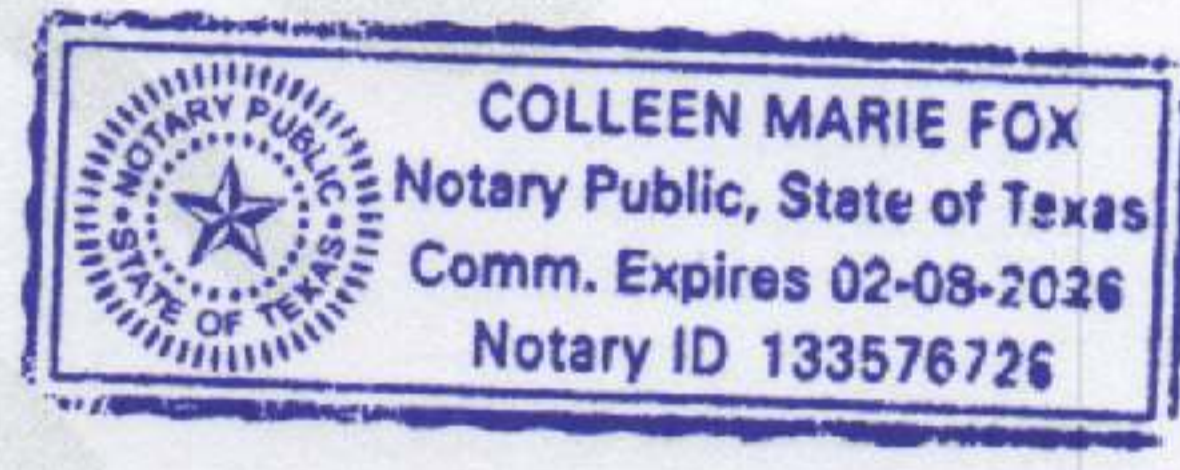
by Janice Schwarz Sue Roe (name or names of person or persons acknowledging).  
Colleen Marie Fox

Notary Public

Printed Name: Colleen Fox

My Commission Expires:

2/8/2026



RETURNED AT COUNTER TO:  
JANICE SCHWARZ  
27123 N. KARAUGH DR  
RICHMOND TX 77406

**FILED AND RECORDED**  
**OFFICIAL PUBLIC RECORDS**  
Laura Richard  
Laura Richard, County Clerk  
Fort Bend County Texas  
February 15, 2023 01:47:01 PM  
FEE: \$52.00 EL **2023013706**