

DEED RESTRICTIONS AMENDMENTS
APPROVED BY THE BOARD OF DIRECTORS ON MAY 10, 2011

**AMENDED BY PETITION OF REQUIRED MAJORITY OF
PROPERTY OWNERS COMPLETED ON MAY 06, 2011**

**THE STATE OF TEXAS
COUNTY OF HARRIS**

KNOW ALL MEN BY THESE PRESENT

WHEREAS, the restrictions and covenants for **CANDLELIGHT FOREST WEST, SECTIONS ONE, TWO, THREE AND FOUR**, were originally filed for record in the Official Public Records of Real Property of Harris County, Texas; and

WHEREAS, Candlelight Forest West is a subdivision in the SAMUEL LEWIS SURVEY, A-510, Harris County, Texas, according to the Map or Plat Thereof recorded in Volume 166, Page 129 of the Map Records of Harris County, Texas, as well as any other Sections of Candlelight Forest West which may have subsequently been recorded in the Map Records of Harris County, Texas.

WHEREAS, the owners of the Lots in the subdivision have the right and power to amend the restrictions and covenants; and

WHEREAS, the owners of sixty percent (60%) of the Lots in each Section of Candlelight Forest West have approved these Amendments to the deed restrictions for Candlelight Forest West, Sections One, Two, Three and Four; and

WHEREAS, **CANDLELIGHT FOREST WEST MAINTENANCE FUND, INC.** is a non-profit corporation organized for the purpose of the collection, expenditure and management of the maintenance charge funds set out in the deed restrictions and is the authorized homeowner's association for **CANDLELIGHT FOREST WEST**, Sections One, Two, Three and Four; and

WHEREAS, the Board of Directors of the Association has approved said amendments to the deed restrictions.

NOW THEREFORE, KNOW ALL MEN BY THESE PRESENTS: that the Lot owners of **CANDLELIGHT FOREST WEST, SECTIONS ONE, TWO, THREE AND FOUR**, being the owners of sixty percent (60%) of the Lots in each Section of Candlelight Forest West, have approved these Amendments to the deed restrictions for Candlelight Forest West, Sections One, Two, Three and Four. The hereinafter stated Amendments to the deed restrictions for **CANDLELIGHT FOREST WEST, SECTIONS ONE, TWO, THREE AND FOUR**, shall be effective immediately upon filing same for record in the official Public Records of Real Property of Harris County, Texas, or for record in such other records of real property in the County Clerk's Office of Harris County, Texas, in which such records are customarily filed. Any provision of the deed restrictions, existing prior to this Amendment, which were not expressly changed by this Amendment shall remain in full force and effect. The deed restrictions for Candlelight Forest West, Sections One, Two, Three and Four, shall be and are hereby Amended.

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These covenants are to run with the land and shall be binding on all parties and all persons claiming under them until January 1, 2000, at which time said covenants shall be automatically extended for successive periods of ten (10) years unless an instrument signed by at least eighty (80%) per cent of the then owners of the lots in said subdivision is filed for record in Harris County, Texas, altering, or rescinding said covenants and restrictions in whole or in part. If any person or persons violates or attempts to violate any of the covenants herein, it shall be lawful for any other person or persons owning any real property situated in equity against the person or persons violating or attempting to violate any such covenant or covenants either to prevent him or them from so doing and/or to recover damages by court order.

1. All lots in said subdivision shall be known and described as residential lots. No structure shall be erected or permitted to remain on any lot other than one (1) private residence and necessary servant's houses, garages and outbuildings. No residence shall be erected on any lot other than a single family private dwelling. Duplexes, apartments or other forms of multiple unit occupancy shall not be erected on any lot. No residence, garage or outbuilding shall exceed two stories in height. No previously constructed house or other non-approved building shall be moved onto any lot. In this connection, all construction shall be of new materials; with the exception of used brick and other such decorative accessories as are customarily used by builders in the construction of new residences.

2. No buildings shall be closer to a front property line or a side property line than as shown by the building setback line on the recorded plat of this subdivision, except as provided in Paragraph 3 hereof. Where a lot is not a corner lot, no buildings shall be erected nearer to a side property line than five (5) feet which shall be measured from exterior walls of a residence or building, except that unattached garages may be two (2) feet from side property lines. Corner lots shall have no less than a ten (10) foot side building line on the side nearest a street.

3. No residence shall be constructed on any building site having a frontage of less than five (5) feet from that shown on the recorded plat of said subdivision. In this connection, it is intended that building sites not be subdivided into smaller plots than as shown on the recorded plat, with the exception of the five (5) foot reduction hereinbefore provided. However this will not prohibit the construction of a residence on a larger building site, and in this connection the subdivider or any builder may build a single residence on a building site composed of one and one-half (1 1/2) lots, or two (2) lots. No replatting is allowed in Candlelight Forest West, Sections 1, 2, 3, or 4, and no other section may be added and/or built out.

4. All lots shall be for residential use only. No business or commercial use shall ever be made of any lots.

(a.) No loud noise, sound or music may be played during the night-time hours of 10:01 PM on one day and 6:59 AM the following day. As per Chapter 30 NOISE AND SOUND LEVEL REGULATIONS, Sec. 30-1 Definitions – CITY OF HOUSTON ORDINANCE. See Section 5 of these Deed Restrictions for a more complete description.

(b.) A juvenile curfew shall be in effect as per ARTICLE V. JUVENILE CURFEW, Sec. 28-171 Definitions - CITY OF HOUSTON ORDINANCE - Curfew hours means a period between 11:00 PM on any Sunday, Monday, Tuesday, Wednesday or Thursday and 6:00 AM of the following day, between the hours of 12:00 AM (midnight) and 6:00 AM on any Saturday or Sunday, or between the hours of

9:00 AM and 2:30 PM on a Monday, Tuesday, Wednesday, Thursday or Friday. Minor means any person under 17 years of age.

(c.) Swimming pools must be kept in healthy condition at all times and per ARTICLE II, Section 43-16 Definitions – CITY OF HOUSTON ORDINANCE. Free chlorine residual means the chlorine concentration is parts-per-million (p.p.m) units of water measured as hypochlorous acid (HOCL) or hypochlorite ion (OCL) that remains available in the water for effective, rapid biocidal action after the initial chlorine demand of the water following addition of the chlorine has been satisfied. Concentration of the free chlorine residual shall be measured using any standard method approved by the health officer. Any swimming pool that is not kept in good, clean and healthy condition shall bear a fine from the association of Two Hundred Fifty Dollars (\$250.00) per incident and shall be added to homeowner's account.

5. No noxious or offensive trade or activity shall be carried on upon any lot, nor shall anything be done thereon which may be or become a nuisance or annoyance to the neighborhood including what may be deemed inappropriate displays on any property. Holiday decorations must be removed no later than 21 days following major holidays of each year. Single day holiday decorations must be removed no later than 5 days following such holiday. Violation of this restriction will carry fines as described in the Schedule of Fines and Fees document filed with Harris County Clerk's office. As per City of Houston Municipal Code, Sec. 30-3. The use of any motor vehicle so out of repair, so loaded, or so noisy that it creates any loud and unreasonable grating, grinding, rattling, or any other loud and unreasonable sound is hereby prohibited and declared to be unlawful. As per City of Houston Municipal Code, Sec. 30-4. (a) It shall be unlawful for any person to make, assist in making, permit, continue, cause to be made or continued, or permit the continuance of any sound using any sound amplifier that is part of or connected to any speaker system, radio, stereo receiver, compact disc player, cassette tape player, microphone, or any other sound source, when operated: (i) in such a manner as to disturb the peace, quiet, and comfort of the neighboring inhabitants, or (ii) at any time with louder volume than is necessary for convenient hearing for persons who are in the vehicle or within the property or premises in which such sound amplifier is operated and who are voluntary listeners thereto. The operation of any such sound amplifier in such a manner as to be plainly audible at a distance of 50 feet from a vehicle shall be presumed to be violative of this section. The operation of any such sound amplifier in such a manner that bass sounds are plainly audible at a distance of 50 feet from the property line of a property or premises in which the amplification is located shall be presumed to be violative of this section. As per City of Houston Municipal Code, Sec. 30-5. The keeping of any animal or bird that causes or makes frequent or long and continued sound that unreasonably disturbs, injures, or endangers the comfort, repose, health, peace, or safety of ordinary, reasonable persons of normal sensibilities and ordinary tastes, habits, and modes of living who reside in the vicinity thereof is hereby prohibited and declared to be unlawful as a sound nuisance in violation of this chapter, regardless of whether the sound so created by said animal or bird is within the permissible levels specified in section 30-6 of this Code. As per City of Houston Municipal Code, Sec. 30-10. Any person who violates any provision of this chapter is guilty of an offense and, upon conviction thereof, shall be punished by a fine of not more than \$500.00. Each hour or portion thereof in which any violation shall occur shall constitute a separate offense.

6. No passenger vehicle, boat, trailer, motorhome, or truck shall be parked or stored in front of any dwelling unit on the homeowner's property or in the street or street view for more than twenty four (24) hours. (Houston City Ordinance exists to seek compliance). Vehicles must be used on a daily basis. No commercial truck (i.e., semi-

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cab, and/or trailer, wrecker, rental sized truck, work vehicle larger than a panel sized van, etc.) or commercial vehicle may be parked on the street of the subdivision overnight or in the driveway of any property for more than two (2) days during a move-in or move-out. In the case of a corner lot this restriction shall apply to both sides of the property facing streets and both of said streets. A boat, trailer, or motor home must be parked off premises unless in preparation of use. After use, boats, trailers, and motor homes must be returned to off premises parking. Boats, trailers, and motor homes may be parked on property only in the back yard if space allows and said parking does not create a nuisance for any abutting property. No house travel trailer shall be placed on any lot at any time. No trailer, basement, tent, shack, garage, barn or other outbuilding erected or placed on any lot shall be used as a residence at any time, nor shall any structure of a temporary character be used as a residence. As per City Municipal Code Section 28-303, It shall be an offense for any person to park or to cause, suffer or permit the parking of a vehicle or equipment on any surface that is not an improved surface as defined in this article, within any front or side yard of a single-family residence in a residential area subject to this section. It is presumed that the registered owner of the vehicle or equipment is the person who parked, caused, suffered or permitted the vehicle or equipment to be parked in violation of the article. Violation of the Prohibited Yard Parking Requirement Area will be a misdemeanor and violators will receive a fine not to exceed \$150 a day by ticketing from the City of Houston.

7. 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 or driveway of any lot. A fine shall be assessed against the property owner in the amount of Five Hundred Dollars (\$500.00), per occurrence, that allows such activity. Normal maintenance is allowed within reason. No oil or grease shall be washed down into the street and on to the sewer system. Any oil or grease collected must be disposed of in a proper manner as prescribed by law.

8. No horses, cows, goats, sheep, hogs or other animals, and no chickens, guineas, ducks, geese, pigeons, or other fowl either alive or dead, shall be kept on any lot in said addition, except that dogs and cats are permitted in reasonable numbers as pets only, but not for the purpose of commercial breeding and or sale. All dogs must be safely and humanely secured and not be allowed to roam freely. (Scoop and Bag) All dogs must be kept on a leash while walking with owner or other persons. Waste material from animals must be picked up at the time of any incident and bagged properly for disposal from streets or front lawns of any property not belonging to pet owner, by the owner of pet being walked. The following city code or future codes will apply: CITY OF HOUSTON CODE OF ORDINANCES, Section 6-24. Defecation by dogs or cats: (a) It is the duty of each person in control of a dog or cat to promptly remove and dispose of, in a sanitary manner, feces left by such dog or cat. (b) It shall be the duty of each person in control of a dog or cat to be in possession of materials to remove feces left by such a dog or cat. (c) It is an affirmative defense to prosecution under this section that the person in control of a dog or cat is the owner of the premises, or the owner's agent of the premises where the dog or cat deposits feces. (d) Violation of the section is unlawful and any violation shall be punishable upon conviction by a fine of not less than \$75.00 or more than \$500.00. Each act in contravention of this section is a separate offense. (Ord. No. 03-1275)

9. The living area of the residential building erected on any lot, excluding porches and garages, shall be no less than 1,800 square feet; and in the event the dwelling is in excess of one story in height, the ground floor must contain no less than 1,400 square feet of living area, excluding porches and garages.

10. Any single story residence constructed or placed in said subdivision, exclusive of outbuildings, shall be constructed of at least seventy-five per cent (75%) brick, brick veneer, stone, stone veneer, or brick on hollow tile, and all residences must be so placed on the lot as to face the street on which the lot faces. In the event a

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residence is in excess of one (1) story in height, seventy-five per cent (75%) of ground floor shall be constructed of brick, brick veneer, stone, stone veneer, or brick on hollow tile. All residences shall have a roof pitch of not less than 3" vertical to 12" horizontal pitch. All roofs are to be composition shingle, or of such other material as may be approved by the Architectural Control Committee.

11. No garage apartment for rental purposes shall be permitted. Living quarters on the property other than in the main building may be used for bona fide servants only. Any other use must be approved, on a case by case basis, by the Board of Directors and/or the Architectural Control Committee. No garage conversions are permitted. Garages are for the parking of vehicles or properly constructed storage areas that do not prevent the parking of vehicles.

12. No fence, wall, hedge, pergola, carport, or any other attached or detached structure shall be erected or placed on any lot nearer to the street than the front line of the house as so built. No fence may exceed seven (7) feet in height, i.e. six (6) foot fence boards and one (1) foot rot board. No sign of any kind other than signs that have come into normal use, i.e. "burglar alarm notification", "beware of dog", "no solicitation", etc., shall be placed on any lot except such sign of not more than three (3) square feet advertising the property for sale or rent.

As per Sec. 202.009 of the Texas Property Code, the following: REGULATION OF DISPLAY OF POLITICAL SIGNS.

(a) Except as otherwise provided by this section, a property owners' association may not enforce or adopt a restrictive covenant that prohibits a property owner from displaying on the owner's property one or more signs advertising a political candidate or ballot item for an election: (1) on or after the 90th day before the date of the election to which the sign relates; or (2) before the 10th day after that election date.

(b) This section does not prohibit the enforcement or adoption of a covenant that: (1) requires a sign to be ground-mounted; or (2) limits a property owner to displaying only one sign for each candidate or ballot item.

(c) This section does not prohibit the enforcement or adoption of a covenant that prohibits a sign that:

(1) contains roofing material, siding, paving materials, flora, one or more balloons or lights, or any other similar building, landscaping, or nonstandard decorative component; (2) is attached in any way to plant material, a traffic control device, a light, a trailer, a vehicle, or any other existing structure or object; (3) includes the painting of architectural surfaces; (4) threatens the public health or safety; (5) is larger than four feet by six feet; (6) violates a law; (7) contains language, graphics, or any display that would be offensive to the ordinary person; or (8) is accompanied by music or other sounds or by streamers or is otherwise distracting to motorists. (d) A property owners' association may remove a sign displayed in violation of a restrictive covenant permitted by this section.

13. Easements affecting all lots in this tract are reserved as shown on the recorded plat or dedicated by separate instrument and are for utility installation and maintenance and in addition to the easements designated on said plat there is hereby designated and dedicated for the use of all public utilities companies an unobstructed aerial easement five (5) feet wide from a plane twenty (20) feet above the ground upward located adjacent to said easements as dedicated on said plat, or by separate instrument.

14. No lot shall be used or maintained as a dumping ground for rubbish, trash, garbage, or other waste; such rubbish, trash, garbage and/or other waste shall be kept only in sanitary containers. All incinerators or other equipment for the storage or disposal of such material shall be kept in a clean and sanitary condition.

15. No building shall be erected, placed or altered on any building plot in this subdivision until the building plans, specifications and plot plan showing the location of such buildings have been approved in writing as to the conformity and harmony of external design with existing structures to topography and finished ground elevations by the Architectural Control Committee. Said application for approval by the Architectural Control Committee must be obtained PRIOR to the commencement of any building or alterations. The Architectural Control Committee is composed of the Board of Directors of Candlelight Forest West Maintenance Fund, Inc. or a committee appointed by the Board of Directors, all to be of Harris County, Texas. A majority of the Committee may designate a representative to act for it. In the event of death or resignation of any member of the Committee, the remaining member shall have full authority to designate a successor. Neither the members of the committee nor its designated representative shall be entitled to any compensation for services performed pursuant to this covenant, with exception, an independent deed restriction inspector or inspectors may be employed and compensated for services rendered on behalf of the association.

16. In the event the Architectural Control Committee or its designated representative(s), fails to approve or disapprove within thirty (30) days from the date said plans and specifications have been submitted, or, in any event if no suit to enjoin the erection of such building, or the making of such alterations have been commenced prior to the completion thereof, such approval with the committee will not be required, and this covenant shall be deemed to have been fully complied with.

17. 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 in the event it becomes necessary for any reason to re-subdivide this property so that the boundary lines of the said lots in said blocks differ from those on the present plan; these restrictions shall not be considered violated and shall nevertheless apply to the property as re-subdivided, provided that in no event shall the minimum lot area and frontage as hereinabove provided, be reduced. The non-enforcements of these restrictive covenants as to one or more persons shall not be construed as a waiver of, or shall such action be used as an estoppel against any owner of the property or the Architectural Control Committee in enforcing the restrictions against other persons governed thereby.

18. The Board of Directors acting as the Architectural Control Committee, may make reasonable alterations in any building setback lines or other covenants herein contained on any lot in CANDLELIGHT FOREST WEST.

19. Annual Maintenance Charge.

19-1 There is hereby established an annual maintenance charge against each residential lot in CANDLELIGHT FOREST WEST, for the purpose of creating a fund to be known as CANDLELIGHT FOREST WEST MAINTENANCE FUND, which charge shall be paid by the then owner of each lot in conjunction with the charges to be paid by other owners of lots in CANDLELIGHT FOREST WEST.

19-2 To secure the payment of the maintenance charge, interest, costs of collection and reasonable attorney fees, a vendor's lien upon and against each residential lot is created by this instrument and the title to each lot shall be subject to the vendor's lien securing said charge. All members of the association are assessed at a uniform rate and therefore, obligated to pay. Failure to pay the assessment can ultimately result in the loss of your property. The Association's rights include the "power of sale" in connection with the lien (the right to foreclose the lien), as well as other collection procedures.

19-3 A transfer of sale fee or a refinance of existing mortgage fee will be Seventy Five Dollars (\$75.00) to the homeowner seeking either. A fee of One hundred Dollars (\$100.00) will be charged for a Resale Certificate if

requested. A fee of Thirty Five Dollars (\$35.00) will be charged to prepare and file a United States Bankruptcy Court Proof of Claim filing.

19-4 The maintenance charge is to be paid annually in advance on the first day of January of each year and shall be payable to **CANDLELIGHT FOREST WEST MAINTENANCE FUND, INC.**, its successors or assigns, in Houston, Harris County, Texas, at such place as may be determined from time to time by the person, firm or corporation entitled to receive the same, as determined by the Board of Directors of **CANDLELIGHT FOREST WEST MAINTENANCE FUND, INC.**

19-5 Any assessment which is not paid when due shall be delinquent. If the assessment is not paid within thirty (30) days after the due date, the assessment shall bear interest from the date of delinquency at the rate of twelve and one-half percent (12.5%) per annum or \$25.00 per month whichever is higher, from the date the same became due until paid, and the Association may bring an action at law against the Owner personally obligated to pay the same and/or foreclose the lien against the property, and interest, court costs, and reasonable attorney's fees for any such action shall be added to the amount of such assessment. No Owner may waive or otherwise escape liability for the assessments provided for herein by nonuse of the Common Area(s), if any, or services provided by the Association or by abandonment of owner's Lot. If maintenance assessment is not paid by February 1st of each year, the delinquent charge will be applied as per Section 19-4, until paid.

19-6 The maintenance charge may be adjusted by the Board of Trustees of **CANDLELIGHT FOREST WEST MAINTENANCE FUND, INC.** from year to year, as the needs of the association may, in their judgment, require.

19-7 It is understood that no other sections of CANDLELIGHT FOREST WEST may be platted and subdivided on lands in the vicinity of CANDLELIGHT FOREST WEST, and the funds represented by the collection of this maintenance charge for residential lots in this Section 1, 2, 3, and 4 may be combined with funds collected from the owners of residential lots in all sections of CANDLELIGHT FOREST WEST.

19-8 The funds represented by the collection of this maintenance charge, so far as it may be sufficient, shall be used towards the payment for maintenance of streets, paths, parks, park-ways, esplanades, vacant lots, lighting, fogging or any other activity necessary or desirable, in the opinion of **CANDLELIGHT FOREST WEST MAINTENANCE FUND, INC.** to maintain or improve CANDLELIGHT FOREST WEST, SECTION 1, 2, 3, and 4 and subsequent sections thereof or which may be considered to be of general benefit to the owners or occupants of residential lots in the sections of CANDLELIGHT FOREST WEST. Any decision of **CANDLELIGHT FOREST WEST MAINTENANCE FUND, INC.** as to the use of said funds shall be final so long as any expenditure is made in good faith.

19-9 The undersigned Lot owners, being a majority of the owners of Lots in said subdivision and recognizing that ninety percent (90%) of all residential lots in all Sections of Candlelight Forest West have been sold and conveyed by Deed to purchasers do hereby create and establish the **CANDLELIGHT FOREST WEST MAINTENANCE FUND, INC.** as the organization for the purpose of collecting and administering the funds represented by the annual maintenance charge, as specified in this Section of the deed restrictions. Said "FUND" shall collect and administer the funds represented by the annual maintenance charge for all Sections of Candlelight Forest West subdivision.

19-10 Subordination of the Lien to Mortgages: The lien of the assessments provided for herein shall be subordinate to the lien of any first mortgage. Sale or transfer of any Lot shall not affect the assessment lien. However, the sale or transfer of any Lot pursuant to mortgage foreclosure or any proceeding in lieu thereof,

shall extinguish the lien of such assessments as to payments which became due prior to such sale or transfer. No sale or transfer shall relieve such Lot from liability for any assessments thereafter becoming due or from the lien thereof.

20. Amendment of Deed Restrictions: The covenants and restrictions of this Declaration shall run with and bind the Properties, and shall inure to the benefit of and be binding on the CANDLELIGHT FOREST WEST MAINTENANCE FUND, INC. (hereinafter referred to as the "FUND"), all signatories hereto and all Lot Owners in the Subdivision, their respective legal representatives, heirs, successors and assigns, for an initial term commencing on the effective date hereof and ending on the first (1st) day of January, 2000. The rights, uses, easements and privileges as provided for herein shall be deemed to be covenants running with the land and shall be perpetual. The covenants and restrictions of this Declaration may be changed or amended only by an instrument signed by the Record Owners of not less than sixty percent (60%) of the Lots of the Subdivision, or may be amended by petition signed by the Record Owners of not less than sixty percent (60%) of the Lots of the subdivision, and properly recorded in the appropriate records of Harris County, Texas. Upon the expiration of such initial term, said covenants and restrictions if not previously amended, and as amended, if amended, and the enforcement rights relative thereto, shall be automatically extended for successive periods of ten years. During such ten year extension periods, the covenants and restrictions to this Declaration may be changed or amended at any time by an instrument signed by the Record Owners of not less than sixty percent (60%) of all the Lots in the Subdivision, and properly recorded in the appropriate records of Harris County, Texas. Any amendment of this Declaration must be recorded in the Real Property Records of Harris County, Texas.

If a Lot is owned by joint Owners, there shall be only one vote cast for each such Lot and the approval of any one joint owner shall be sufficient for the purpose of providing the required approval of this Declaration as to such Lot. Either property owner(s) may provide the required approval in cases where such Lot is owned jointly, but the signature of both property owners shall not be required. The signatures of the Lot Owner(s) need not be acknowledged or notarized. It shall be sufficient that the custodian of records of the CANDLELIGHT FOREST WEST MAINTENANCE FUND, INC. verifies that the required number of Lot Owners approved the Declaration; that the signature sheets or cards are maintained and will be maintained in the permanent records of the CANDLELIGHT FOREST WEST MAINTENANCE FUND, INC. and that the names of the Owners of the Lots approving this Declaration have been verified as being the Record Owners of such Lots. The Record Owner shall be such Owner or Owners having title to such Lot at the time the required approval is obtained as to that Lot. After a Lot Owner approves and signs the Declaration, the fact that the Owner subsequently conveys the Lot shall not affect the validity of the previous signing of the Declaration, and further approval as to that Lot shall not be required. Where a Record Owner owns more than one Lot, their signature on the Declaration shall constitute approval as to all Lots owned by him in the Subdivision.

Following any such Amendment, every reference herein to this Declaration shall be held and construed to be a reference to this Declaration as so amended.

It is the intent of this section that all restrictions, covenants, conditions, easements, exceptions, reservations and each and every term and provision of this Declaration shall be perpetual unless amended or terminated in the manner provided in this section.

IN WITNESS WHEREOF, we, being all the directors of the CANDLELIGHT FOREST WEST MAINTENANCE FUND, INC. have hereunto set our hands this 10th day of May, 2011

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Dr. Jon Enloe

Dr. Jon Enloe, President and Director

Ronnie Hoffart

Ronnie Hoffart, Vice-President and Director

Juanita Kae Johnson

Juanita Kae Johnson, Secretary and Director

Jo Ann Plasek

Jo Ann Plasek, Treasurer and Director

Patty Robinson

Patty Robinson, Director

Pam Robinson

Pam Robinson, Director

Michael Ruggiero

Michael Ruggiero, Director

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Stan Starnack
COUNTY CLERK
HARRIS COUNTY, TEXAS

2011 MAY 11 AM 9:56

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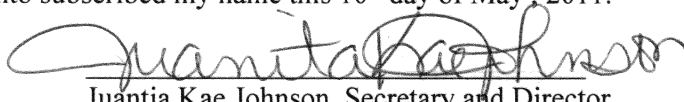
CERTIFICATION

I, the undersigned, do hereby certify:

THAT I am the duly elected and acting secretary of the **CANDLELIGHT FOREST WEST MAINTENANCE FUND, INC.**, a Texas Non-Profit Corporation, and,

THAT the foregoing Deed Restrictions constitute the Deed Restrictions of said Association, as fully adopted at the meeting of its Directors, held on the 10th day of May, 2011. The prescribed majority of Members voting in the affirmative by petition circulated from May 8, 2010 to May 6, 2011, duly validated for authenticity of signatures, having been presented to the Board of Directors with a request to ratify. Said petition was accepted by the Board of Directors as the mandate of the majority of Members, with a motion to ratify duly made and passed. A copy of the petition signatures is attached to this document for filing with Harris County Clerk's office. Original petitions are to be held in the permanent records of the association.

IN WITNESS WHEREOF, I have hereunto subscribed my name this 10th day of May, 2011.



Juanita Kae Johnson, Secretary and Director

Printed Name: Juanita Kae Johnson


NOTARIZATION

THE STATE OF TEXAS

COUNTY OF HARRIS

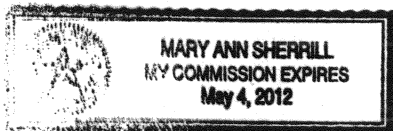
I, a Notary Public, do hereby certify that on this the 10th day of May, 2011 personally appeared before me, Juanita Kae Johnson, who being by me first duly sworn, declared that she is the Secretary and Director of CANDLELIGHT FOREST WEST MAINTENANCE FUND, INC., and that the statements therein contained are true as the act and deed of CANDLELIGHT FOREST WEST MAINTENANCE FUND, INC., a Texas non-profit corporation and acknowledged to me that she executed the same for the purposes and consideration therein expressed, in the capacity therein stated, and as the act and deed of the said corporation and on behalf of said corporation.

(SEAL)


NOTARY PUBLIC IN AND FOR
THE STATE OF TEXAS

Printed Name: Mary Ann Sherrill

May 12, 2012
My Commission Expires:



AFTER RECORDING RETURN TO:
Candlelight Forest West Maintenance Fund, Inc.
5740 W. Little York, PMB #341
Houston, TX 77091

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