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AMEND
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ELLA LEE FOREST HOMEOWNERS ASSOCIATION, INC.
AMENDMENT TO RESTRICTIVE COVENANTS

STATE OF TEXAS §
 §
COUNTY OF HARRIS §

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WHEREAS Ella Lee Forest Homeowners Association, Inc., (hereinafter the "Association") is a Texas nonprofit corporation and the governing entity for Ella Lee Forest, an addition in Harris County, Texas, according to the map or plat thereof, recorded in the Map Records of Harris County, Texas, under Clerk's File No. 1430360 (partially replatted at Clerk's File No. 20150068393), along with any replats, supplements, amendments thereto, and any other real property brought under the jurisdiction of the Association (hereinafter the "Subdivision"); and,

WHEREAS the Subdivision is governed by the restrictive covenants recorded in the Real Property Records of Harris County, Texas, at Volume 2957, Page 17, along with any and all amendments and supplements thereto (hereinafter the "Declaration"); and,

WHEREAS the Declaration provides that it may be changed or amended by the vote of those Owners owning a majority of the Lots in the Subdivision; and,

WHEREAS a majority of the Owners of the Lots in the Subdivision have determined that shared driveways are incompatible with the Subdivision's character as a community of single-family residences; and,

WHEREAS a majority of the Owners of the Lots in the Subdivision have determined that shared driveways are inconsistent with the Subdivision's aesthetic; and,

WHEREAS a majority of the Owners of the Lots in the Subdivision have determined that shared driveways increase street parking to the detriment of the Subdivision; and,

WHEREAS Owners owning at least a majority of the Lots in the Subdivision have therefore voted, via signed ballots, to amend the Declaration as set forth herein, to prohibit shared driveways in the Subdivision; and,

WHEREAS this Dedicatory Instrument represents Restrictive Covenants as those terms are defined by Texas Property Code Section 202.001, et seq., and the Association shall have and may exercise discretionary authority with respect to these Restrictive Covenants;

NOW THEREFORE, pursuant to the foregoing and as evidenced by the Certification attached hereto, the Association's Owners hereby amend the Declaration, as follows:

There shall be a Section 23 of the Declaration, which reads as follows:

23. Prohibition on Shared Driveways.

- a. "Shared Driveway" shall mean and refer to any private roadway (whether paved or graveled) that provides access to two or more single-family residential homes or provides access to a duplex, triplex, mobile home, or multi-unit residential building.
- b. No Shared Driveway may be constructed, maintained, placed, or kept on any Lot in the Subdivision. Shared Driveways are prohibited in the Subdivision. A driveway's apron may adjoin another driveway's apron in the public right of way.
- c. No pavement, gravel, or other surface shall be erected on a Lot to facilitate vehicular access to a lot outside of the Subdivision.

There shall be a Section 24 of the Declaration, which reads as follows:

24. Replats:

- a. Except as outlined herein, replats are prohibited in the Subdivision.
- b. No application to replat Lot(s) may be submitted to any relevant municipal, county, or other governmental authority, unless and until the Owner:
 - i. Submits to the Association the proposed replat, and all supporting documentation required by the relevant municipal, county, or other governmental authority; and,
 - ii. Receives the Association's express written authorization to replat.
- c. The Association will not authorize or allow any replat, except in extraordinary circumstances.

There shall be a Section 25 of the Declaration, which reads as follows:

25. Remedies for Certain Violations:

- a. In the event of any violation of Sections 23 or 24 of the Declaration, the Association's board of directors may, subject to any and all notices required by Section 209 of the Texas Property Code and/or its successor statute, levy fines against the Lot's Owner in an amount not exceeding two hundred dollars (\$200.00) per day, and such fines shall be secured by a continuing lien against such Owner's Lot, in favor of the Association, in the same manner as delinquent Homeowners

Association Dues or assessments. The Association shall recover its attorneys' fees and costs in foreclosing on any such lien.

- b. In the event of any violation of Section 23 of the Declaration, the Association is empowered to avail itself of any remedy permitted by the State of Texas, including (but not limited to) filing a lawsuit for monetary damages and/or injunctive relief. In the event the Association incurs any costs, including but not limited to attorneys' fees and costs, in enforcing the restrictive covenants imposed by Section 23 of the Declaration, such costs shall be secured by a continuing lien in favor of the Association against the violating Owner's Lot, in the same manner as delinquent Homeowners Association Dues or assessments, and may be collected in the same manner as delinquent Homeowners Association Dues or assessments.

[CERTIFICATION TO FOLLOW]

CERTIFICATION

“I, the undersigned, being a director of Ella Lee Forest Homeowners Association, hereby certify that the foregoing amendment was approved, via signed writing, by those Owners owning at least a majority of the Lots in the Subdivision.”

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Signature: 

Printed Name: Larry D. Porterfield
LARRY D. PORTERFIELD

DIRECTOR

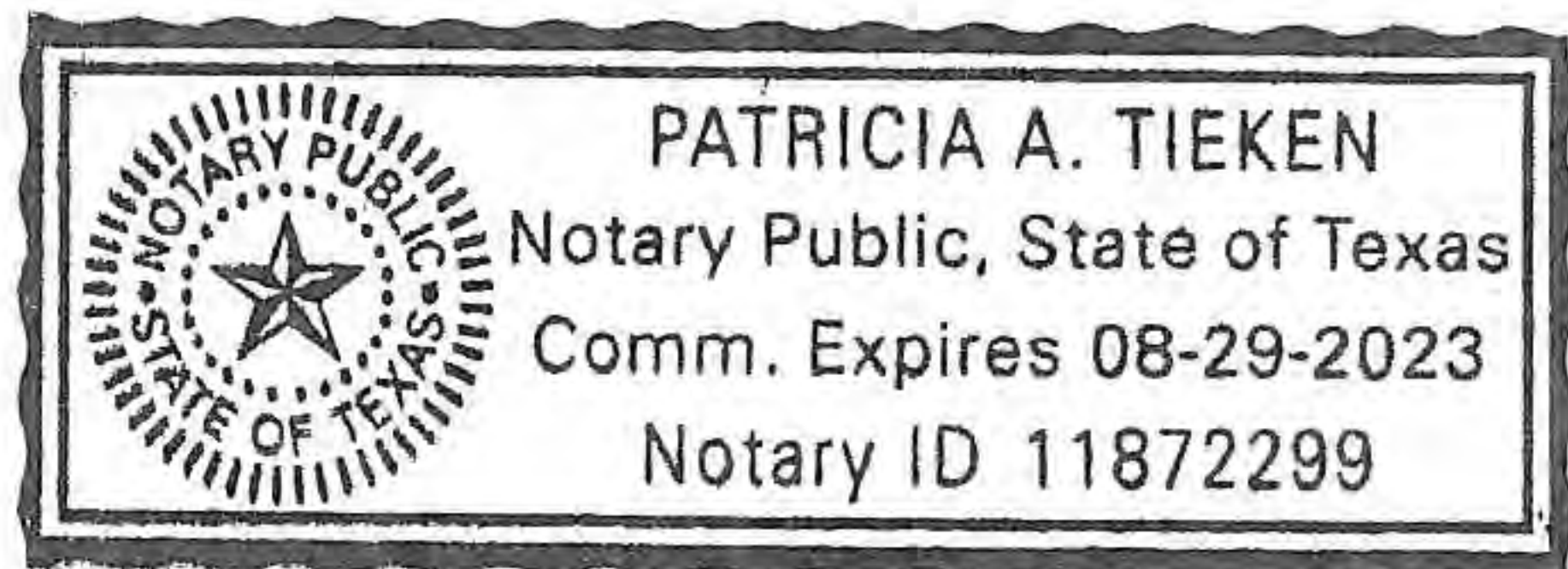
ACKNOWLEDGEMENT

STATE OF TEXAS §
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COUNTY OF HARRIS §

BEFORE ME, the undersigned authority, on this day personally appeared Larry D. Porterfield, and known by me to be the person whose name is subscribed to the foregoing document and, being by me first duly sworn, declared that they are the person who signed the foregoing document, in their representative capacity, and that the statements contained therein are true and correct.

Given under my hand and seal of office this the 10th day of July, 2023.

Patricia A. Tieken
Notary Public, State of Texas



CERTIFICATION

"I, the undersigned, being a director of Ella Lee Forest Homeowners Association, hereby certify that as of 12:00 p.m. July 10, 2023, the foregoing amendment was approved, via signed writing, by Owners representing 120 Lots of the 166 Lots in the Subdivision (72% of the Lots), exceeding both the simple majority threshold provided by the Declaration and the 67% threshold provided by Texas Property Code 209.0041."

Signature: Larry Porterfield
Printed Name: Larry D. Porterfield
· DIRECTOR ·

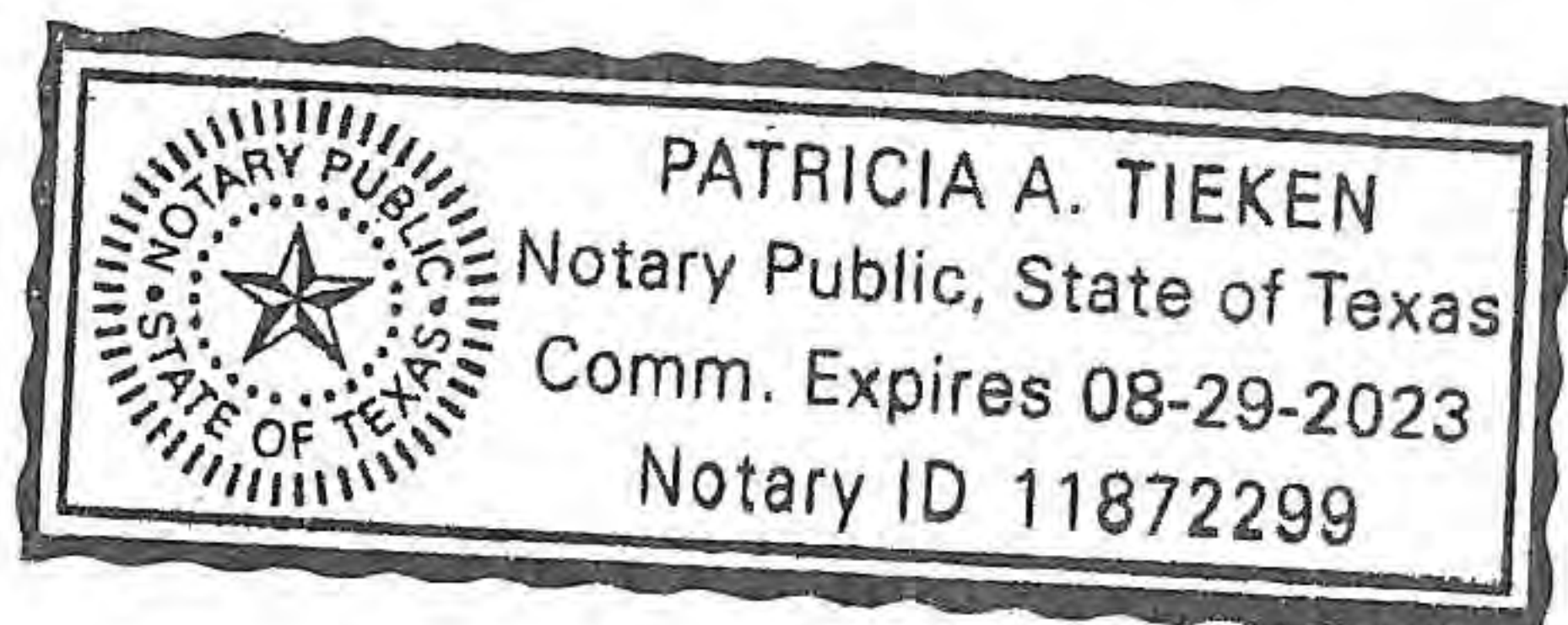
ACKNOWLEDGEMENT

STATE OF TEXAS §
 §
COUNTY OF HARRIS §

BEFORE ME, the undersigned authority, on this day personally appeared Larry D. Porterfield, and known by me to be the person whose name is subscribed to the foregoing document and, being by me first duly sworn, declared that they are the person who signed the foregoing document, in their representative capacity, and that the statements contained therein are true and correct.

Given under my hand and seal of office this the 10th day of July, 2023.

Patricia A. Tieken
Notary Public, State of Texas



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RET.
LARRY PORTERFIELD
5103 COVINGTON DR.
HOUSTON, TX 77018

FILED FOR RECORD

2:50:55 PM

Monday, July 10, 2023

Leneshia Hudspeth

COUNTY CLERK, HARRIS COUNTY, TEXAS

ANY PROVISION HEREIN WHICH RESTRICTS THE SALE RENTAL, OR USE OF THE DESCRIBED REAL PROPERTY BECAUSE OF COLOR OR RACE IS INVALID AND UNENFORCEABLE UNDER FEDERAL LAW.

THE STATE OF TEXAS
COUNTY OF HARRIS

I hereby certify that this instrument was FILED in File Number Sequence on the date and at the time stamped hereon by me; and was duly RECORDED; in the Official Public Records of Real Property of Harris County Texas

Monday, July 10, 2023

Leneshia Hudspeth

COUNTY CLERK
HARRIS COUNTY, TEXAS

