

PROPOSED CHANGES – SHADOWCREST/WOODCREEK DEED RESTRICTIONS

	Would you Support Change?		Purpose for Change
#1		Removal of all language related to the Declarant, Class B voting shares, Master Association, and other surplus language which is no longer applicable.	Removes all outdated language that is no longer applicable
#2		Addition of the following definition of a Member: “ <u>Member</u> ” shall mean and refer to every Owner of a Lot which is subject to an assessment. The Members make up the body of the Association. Membership is appurtenant to and may not be separated from ownership of any Lot which is subject to an assessment.	Defines who is a “Member” of the HOA
#3		<p>Old Language: Article IV. Section 3. Until January 1 of the year immediately following the conveyance of the first Lot to an Owner, the maximum monthly assessment shall be Twenty-Five and No/100 Dollars (\$25.00) per Lot.</p> <p style="padding-left: 40px;">A. From and after January 1 of the year immediately following the conveyance of the first Lot to an Owner, the maximum monthly assessment may be increased each year not more than 10% above the maximum assessment for the previous year without a vote of the membership.</p> <p style="padding-left: 40px;">B. From and after January 1 of the year immediately following the conveyance of the first Lot to an Owner the maximum monthly assessment may be increased above 10% by a vote of two-thirds (2/3rds) of each class of members who are voting in person or by proxy, at a meeting duly called for this purpose. If the maintenance charge and assessment is not increased to the maximum allowed hereunder for any year, then in any subsequent year the maintenance charge and assessment may be increased to the maximum allowable for such subsequent year as if the maintenance charge and assessment had been increased to the maximum allowable for each and every year.</p> <p>New Language: Article IV. Section 3. The maximum <u>annual</u> assessment shall be Three Hundred Fifty-Seven and No/100 Dollars (\$357.00) per Lot.</p> <p style="padding-left: 40px;">A. <u>The amount of the maximum annual assessment will be reviewed by the Board of Directors annually and may be revised beginning on January 1 of each year, provided however, the maximum annual assessment may not be increased more than 10% above the maximum annual assessment for the previous year without a vote of two-thirds (2/3rds) of the Members who are entitled to vote and who may vote, either in person or by proxy, at a meeting duly</u></p>	Updates language to reflect current practices which is annual assessments as opposed to monthly. Also specifies what number of votes need to be received in order to increase the annual assessments above a certain level.

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<p>#4</p>		<p>Old Language: Article IV. Section 9. <u>Effect of Nonpayment of Assessments: Remedies of the Association.</u> Any assessment not paid within thirty (30) days after the due date shall bear interest from the due date at the rate of eighteen percent (18%) per annum. The Association may bring an action at law against the Owner personally obligated to pay the same or foreclose the lien against the Property. No Owner may waive or otherwise escape liability for the assessments provided for herein by non-use of the Common Area or abandonment of his Lot.</p> <p>New Language: Article IV. Section 9. <u>Effect of Nonpayment of Assessments: Remedies of the Association.</u> Any assessment not paid within thirty (30) days after the due date shall bear interest from the due date at the rate of eighteen percent (18%) per annum, <u>or at the highest rate allowed by applicable usury laws then in effect.</u> Any interest, costs of collection, and reasonable attorney’s fees of any such action will be added to the amount of such assessment and is supported by the Association’s continuing lien. The Association may bring an action at law against the Owner personally obligated to pay the same or foreclose the lien against the Property. <u>In any legal action or foreclosure proceeding, whether judicial or nonjudicial, the Owner shall be required to pay the costs, expenses, and reasonable attorney’s fees incurred by the Association.</u> The Association shall have the power to bid on the Property at foreclosure auction or other legal sale and acquire, hold, lease, mortgage, convey, or otherwise deal with the same. No Owner may waive or otherwise escape liability for the assessments provided for herein by non-use of the Common Area or abandonment of his Lot.</p>	<p>Adds ability of the HOA to recover legal fees and other expenses should legal measures be taken for enforcement of unpaid assessments</p>

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#5	Would you Support Change?	<p>Old Language: Article IV. Section 12. <u>Fines</u>. To levy and collect fines against Owners for any violation of this Declaration which is not cured by the Owner within 30 days after receipt by the Owner of written notice of such violation. Additional fines may be assessed every 30 days for continuing violations that are not cured after receipt of the initial notice. The Board of Directors shall adopt a fine schedule for various violations of this Declaration, which schedule may be amended by majority vote of the Board. The initial fine shall be \$25.00 for each violation. Fines may be collected as set out in Section 9 above.</p> <p>New Language: Article IV. Section 12. <u>Fines</u>. The Board of Directors has the ability to levy and collect fines against Owners for any violation of this Declaration which, <u>if curable and does not pose a threat to public health or safety</u>, is not cured by the Owner within 30 days after <u>notice of the violation, including a description of the violation and the amount due, is sent</u> to the Owner <u>at the Owner’s last known address as shown on the Association’s records. In addition to the opportunity to cure the violation, if applicable, the Owner has the right to submit a written request for a hearing to discuss and verify facts and resolve the matter in issue before the Board.</u> Additional fines may be assessed every 30 days for continuing violations that are not cured after receipt of the initial notice. The Board of Directors shall adopt a fine schedule for various violations of this Declaration, which schedule may be amended by majority vote of the Board. The initial fine shall be \$25.00 for each violation. Fines may be collected as set out in Section 9 above.</p>	<p>Requires notice of violation to include information as to what the violation is and the amount of any fines. Also gives the Owner an opportunity to cure the violation or have a hearing with the Board to resolve the matter.</p>
#6		<p>Old Language: Article VII. Section 1. <u>Approval of Plans</u>. No building, structure, fence, wall or other improvements shall be commenced, erected, constructed, placed or maintained upon the Properties, nor shall any exterior addition to or change or alteration therein be made until the detailed plans and specifications therefore shall have been submitted to and approved in writing as to compliance with minimum structural and mechanical standards, location and situation on the Lot, and as to harmony of external design or location in relation to property lines, building lines, easements, grades, surrounding structures, walks and topography (including the orientation of the front and rear of any such building with respect to the lot lines) by the Architectural Control Committee of the Association constituted as provided herein. The submitted plans and specifications shall specify, in such form as the Architectural Control Committee may reasonably require, structural, mechanical, electrical and plumbing detail</p>	<p>Adds language to specify that decisions by the Architectural Control Committee are independent and no precedent for what will or will not be allowed is set when a decision is made.</p> <p>Also, changes timeline for approval/disapproval to 14-days and makes “no response” mean disapproval</p>

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	<p>New Language: Article VII. Section 1. <u>Approval of Plans.</u> No building, structure, fence, wall or other improvements shall be commenced, erected, constructed, placed or maintained upon the Properties, nor shall any exterior addition to or change or alteration therein be made until the detailed plans and specifications therefore shall have been submitted to and approved in writing as to compliance with minimum structural and mechanical standards, location and situation on the Lot, and as to harmony of external design or location in relation to property lines, building lines, easements, grades, surrounding structures, walks and topography (including the orientation of the front and rear of any such building with respect to the lot lines) by the Architectural Control Committee of the Association constituted as provided herein. The submitted plans and specifications shall specify, in such form as the Architectural Control Committee may reasonably require, structural, mechanical, electrical and plumbing detail and the nature, kind, shape, height, exterior color scheme, materials to be</p>	

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	<p>Would you Support Change?</p>	<p>incorporated into, and location of the proposed improvements or alterations thereto. <u>Each review and approval or disapproval by the Architectural Control Committee is an independent decision. Previous approvals or disapprovals by the Architectural Control Committee do not set a precedent for what will or will not be approved in future requests.</u> In the event said Architectural Control Committee fails to approve or disapprove such plans and specifications within <u>fourteen (14) days</u> after said plans and specifications have been submitted to it, <u>disapproval of the matters submitted shall be presumed.</u> Without limitation of the powers herein granted, the Association's Architectural Control Committee shall have the right to specify requirements for each Lot as follows: minimum setback; the location, height and extent of fences, walls or other screening devices; and the orientation of structures with respect to garage access and major entry and frontage. The Architectural Control Committee also shall have full power and authority to reject any plans and specifications that do not comply with the restrictions herein imposed or meet its minimum construction requirements or architectural design requirements or that might not be compatible, in the sole and arbitrary discretion of the Architectural Control Committee, with the design or overall character and aesthetics of the Properties.</p>	
#7		<p>Addition of the following language concerning Appeal of Architectural Control Committee in compliance with updates to the laws:</p> <p>Article VII. Section 2. <u>Appeal.</u> A decision by the Architectural Control Committee denying the plans, application, or request by an Owner may be appealed to the Board of Directors. The Board of Directors shall hold a hearing on the appeal not later than the 30th day after the date the Board receives the Owner's request for a hearing and shall notify the Owner of the date, time, and place of the hearing not later than the 10th day before the date of the hearing. The Board of Directors may affirm, modify, or reverse, in whole or in part, any decision of the Architectural Control Committee as consistent with this Declaration. The appealing Owner is only entitled to one appeal.</p>	<p>Update based on changes to State law which requires an opportunity to appeal before the Board any decision made by the Architectural Control Committee</p>

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#8	Would you Support Change?	<p>Old Language: Article VII. Section 3. Shadowcrest Homeowners Association's Architectural Control Committee was originally composed of E.W. Schultz, Thomas D. Borski, Joe Courtney, and W.A. McKean, who may, by a majority vote, designate a representative or representatives to act for them and the term "Architectural Control Committee" as used herein shall refer to the individuals named above, their assignee as permitted herein, or the Committee's designated representative (s). In the event of death or resignation of any member or members of the Architectural Control Committee shall appoint a successor member or members, and until such successor member or members shall have been so appointed, the remaining member or members shall have full right, authority and power to carry out the functions of the Architectural Control Committee as provided herein, or to designate whomsoever with like right, authority and power.</p>	<p>Updates language concerning the identity of the Architectural Control Committee and codifies recent changes to the law concerning who is allowed to serve on the Committee. Also establishes annual election for the Committee members</p>
		<p>New Language: Article VII. Section 3. <u>The Association will have an Architectural Control Committee comprised of three (3) voting members (the "Voting Members") elected annually by the Members at the annual meeting of the Association. The three (3) individuals receiving the highest vote totals, inclusive of both in person and proxy votes, shall be elected as the Voting Members. Voting Members may not be (1) a current member of the Board of Directors, (2) a current spouse of a member of the Board of Directors, or (3) a person residing in the household of a current member of the Board of Directors. In addition to the Voting Members, additional nonvoting members may serve in an advisory capacity as the Voting Members deem appropriate.</u> In the event of death or resignation of any member or members of the Architectural Control Committee, the remaining members of the Architectural Control Committee shall appoint a successor member or members, and until such successor member or members shall have been so appointed, the remaining member or members shall have full right, authority and power to carry out the functions of the Architectural Control Committee as provided herein, or to designate whomsoever with like right, authority and power.</p>	

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#9	Would you Support Change?	<p>Old Language: Each respective Member thereof shall serve for a term often (10) years from the date hereof. Thereafter, all powers of each such Committee shall vest in respective Board of Directors for each Association (excluding the Master Association), and such Directors may elect to appoint another Committee or resume their powers and responsibilities themselves.</p>	<p>Changes the term for the members of the Architectural Control Committee to be a 1-year term. Previously it was a 10-year term</p>
		<p>New Language: Each respective Voting Member thereof shall serve for a term of <u>one (1) year from the date of their election.</u> <u>There is no limit as to the number of times a Voting Member may be reelected.</u></p>	
#10		<p>Old Language: Article VIII. Section 2. <u>Single Family Residential Use.</u> Each Lot (including land and improvements) shall be used and occupied for single-family residential purposes only except as provided in this section. No Owner or other occupant shall use or occupy his Lot or permit the same or any part thereof to be used or occupied, for any purpose other than a private single-family residence for the Owner's Family as described above. As used herein, the term "single-family residential purposes" shall be deemed to prohibit specifically, but without limitation, the use of Lots for duplex apartments, garage apartments or other apartment use. <u>No garage sale, moving sale, rummage sale or similar activity</u> and no trade or business may be conducted in or from any Lot, except that an Owner or occupant may conduct business activities at the residence so long as: (a) the existence or operation of the business activity is not apparent or detectable by sight, sound or smell from outside the residence; (b) the business activity conforms to all zoning requirements for the Properties; (c) the business activity does not involve regular visitation of the residence by clients, customers, supplies or other business invitees or door-to-door solicitation of residents of the Properties; (d) the business activity is consistent with the residential character of the Properties and does not constitute a nuisance, or a hazardous or offensive use, or threaten the security or safety of other residents of the Properties, as may be determined in the sole discretion of the Board; and (3) garage sales or moving sales may be conducted provided they are not more than two days in duration and no such sales take place more than two times per calendar year on any Lot</p>	<p>Allows for garage sales in the neighborhood</p>

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	<p>Would you Support Change?</p>	<p>New Language: Article VIII. Section 2. <u>Single Family Residential Use.</u> Each Lot (including land and improvements) shall be used and occupied for single-family residential purposes only except as provided in this section. No Owner or other occupant shall use or occupy his Lot or permit the same or any part thereof to be used or occupied, for any purpose other than a private single-family residence for the Owner's Family as described above. As used herein, the term "single-family residential purposes" shall be deemed to prohibit specifically, but without limitation, the use of Lots for duplex apartments, garage apartments or other apartment use. No trade or business may be conducted in or from any Lot, except that an Owner or occupant may conduct business activities at the residence so long as: (a) the existence or operation of the business activity is not apparent or detectable by sight, sound or smell from outside the residence; (b) the business activity conforms to all zoning requirements for the Properties; (c) the business activity does not involve regular visitation of the residence by clients, customers, supplies or other business invitees or door-to-door solicitation of residents of the Properties; (d) the business activity is consistent with the residential character of the Properties and does not constitute a nuisance, or a hazardous or offensive use, or threaten the security or safety of other residents of the Properties, as may be determined in the sole discretion of the Board. Garage sales, <u>yard sales</u>, <u>moving sales</u> or <u>similar activities</u> may be conducted provided they are not more than two days in duration and no such sales take place more than two times per calendar year on any Lot.</p>	
#11		<p>Old Language: Article VIII. Section 3. <u>Temporary or Other Structures.</u> No structure of a temporary character, trailer, mobile, modular or prefabricated home, tent, shack, barn any other out-building structure or building, other than the permanent residence to be built thereon, shall be placed on any Lot, either temporarily or permanently and no residence house, garage or other structure appurtenant thereto, shall be moved upon any Lot or any portion of the Properties from another location.</p> <p>New Language: Article VIII. Section 3. <u>Temporary or Other Structures.</u> No structure of a temporary character, trailer, mobile, modular or prefabricated home, tent, shack, barn any other out-building structure or building, other than the permanent residence to be built thereon, shall be placed on any Lot, either temporarily or permanently and no residence house, garage or other structure</p>	<p>Allows for erection of a storage shed in backyards for lawn and gardening equipment</p>

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	<p>Would you Support Change?</p>	<p>appurtenant thereto, shall be moved upon any Lot or any portion of the Properties from another location. <u>Notwithstanding the foregoing, structures less than 10 feet in height which are to be used for the storage of lawn and gardening equipment, tools, and other such items typically stored in non-air conditioned environments may be erected in the backyard of each Lot with prior approval from the Architectural Control Committee, provided that the structure is not visible from the street or other public or private thoroughfare.</u></p>	
#12		<p>Old Language: Article VIII. Section 12. <u>Commercial Use.</u> No part or the Property shall ever be used or cause to be used or allowed or authorized in any way, directly or indirectly, for any business, commercial, manufacturing mercantile, storing, vending or other such non-residential purposes.</p> <p>New Language: Article VIII. Section 12. <u>Commercial Use.</u> No part or the Property shall ever be used or cause to be used or allowed or authorized in any way, directly or indirectly, for any business, commercial, manufacturing mercantile, storing, vending or other such non-residential purposes, <u>provided however, an Owner may conduct a business or trade on their Property so long as the business activity is performed in compliance with the restrictions set forth in Article XIII, Section 2 hereinabove.</u></p>	<p>Clarifies language concerning commercial activities and working from home being allowed as long as the activity is conducted in accordance with the rules set out in other sections of the document</p>
#13		<p>Old Language: Article VIII. Section 20(A): A Property Owner may only display the flag of the United States of America, the State of Texas, an official replica flag of any branch of the United States armed forces.</p> <p>New Language: Article VIII. Section 20(A): A Property Owner may only display the flag of the United States of America, the State of Texas, an official replica flag of any branch of the United States armed forces, <u>or any other flag that accords with the harmony or character of the Subdivision as determined by the Board.</u></p>	<p>Expands the scope for types of flags that will be allowed to be displayed</p>

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#14	Would you Support Change?	<p>Old Language: Article IX. Section 1: <u>Duration</u>. The covenants and restrictions of this Declaration shall run with and bind the land and shall inure to the benefit of and be enforceable by all Associations or the Owner of any land subject to this Declaration or any Supplemental Declaration, their respective legal representatives, heirs, successors, and assigns, for a term commencing on the effective date hereof and ending September 1, 2022.</p> <hr style="border: 0.5px solid black;"/> <p>New Language: Article IX. Section 1: <u>Duration</u>. The covenants and restrictions of this Declaration shall run with and bind the land and shall inure to the benefit of and be enforceable by all Associations or the Owner of any land subject to this Declaration or any Supplemental Declaration, their respective legal representatives, heirs, successors, and assigns, for a term commencing on the effective date hereof and ending September 1, <u>2031</u>.</p>	<p>Updates the duration for which these Deed Restrictions are in effect.</p>
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Signature: _____ Date: _____

Name (print): _____

Address of Lot: _____