

DOCUMENTS:

TEXAS H.B. 614 FINES JAN.1, 2024

TEXAS H.B. 886 LIENS SEPT.1, 2023

ADDENDUM COVENANT RESTRICTIONS
AND BYLAWS FEB.16, 2024

COVENANT RESTRICTIONS BY-LAWS
Horizon Country Club Townhouse Association
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HORIZON COUNTRY CLUB TOWN HOUSE ASSOCIATION ADDENDUM COVENANT RESTRICTIONS BY-LAWS

Texas State Law H. B. 614 Levying Fines

Texas State Law H. B. 614 requires homeowner associations to adopt an enforcement policy regarding levying fines. Effective: January 1, 2024

Section 1. Amends Chapter 209, Property Code, by adding

Section 2209.0061 Association Policy; Fines

(b) Requires the association's board to adopt an enforcement policy regarding the levying of fines by the property owners' association. Requires that the policy include:

1. General categories of restrictive covenants for which the association is authorized to assess fines;
2. A schedule of fines for each category of violation; and
3. Information regarding hearings described by

Section 209.007 Hearing before the board, or

Alternative Dispute Resolution

(c) Authorizes the enforcement policy adopted pursuant to Subsection (b) to reserve the board's authority to levy a fine from the schedule of fines that varies on a case-by-case basis .

(d) Requires each property owner's association to provide a copy of the policy on the Internet website maintained by the HCCTHA, or provided by mail, email or hand-delivered.

Texas H. B. Law 614 is effective January 1, 2024. In order to update the current Covenants and Restrictions, an Addendum listing the restrictions and specific fines and fees has been developed as HCCTHA By-Laws. Below are the Articles effected by the requirement of specific process for fines and enforcement. Also, are the Horizon City Ordinances that apply to private, residential, Horizon City Limits property such a this Association.

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Texas State Law H. B. 886 Assessment Liens

Texas H. B. 886 Amendment to the Texas Constitution Section 209.0094 of the Property Code a home owners association to establish a standard procedure for Assessment Liens. Effective: September 1, 2023

The amendment states that in order to file a lien on an owners property for failure to pay HOA Assessments, specific requirements must be followed.
Texas H. B. 866 amends Texas law and HCCTHA Covenant

- A. The HOA must provide two monthly Assessment delinquency notices, the first by first-class mail, or e-mail and the second by certified mail, return receipt requested, to the owner's last known address on file with the Association. HCCTHA will notify owner with the first letter for fees in arrears after 3 months (90 days). The notice will provide payment ledger for review and balance owed. Failure to respond with in 30 days will result in a 2nd notice.
- B. The HOA is prohibited from filing a lien before the 90th day after the date of the second notice was sent. The new requirements do not apply to an owner protected by the Service members Civil Relief Act, Section 3901

Please note the HCCTHA Covenant changes

1. Covenant Article 5, Section 7, paragraph 2, p.6 add the following as a third (3rd) sentence.

The Owner is required to pay a yearly Assessment fee due March 1. The Owner may pay **in advance** in the following increments during the payment year by the month, quarterly, half-year or annually. Failure to maintain consistent partial payments **in advance** as described will result in a notice of delinquency. If an Assessment is delinquent for any three (3) month period (90 days), the first notice of arrears notifying the Owner of the delinquency will be sent.

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2. **Covenant Article 5, Section 9, p. 7 add following a. and b. as paragraph 3 and 4.**
 - a. Prior to filing a lien, the HCCTHA will send to the Owner a letter stating the length and amount of the delinquency. A time frame of thirty (30) days will be stated for paying without penalty from the date of initial first letter mailing. The notice will be sent to the Owners last known address as reflected in records maintained by the Association or by e-mail. The Owner should contact the Association in writing to state concerns, discrepancy, questions or request a hearing. A hearing date will be set by the Board no later than the 30th day after the Board received the owner's written request for a hearing.
 - b. If the Owner fails to respond to the first letter notice, after 30 days the Association will send a second letter notice of delinquency sent by certified mail, with return receipt requested, to the property Owners last known mailing address. The letter will state the delinquency amount and the covenant delinquent interest rate of 8% per annum, plus all collection and lawyers fees will be added. A statement of the date of delinquency for a lien to be filed will be ninety days from the 2nd letter. The Owner may contact the Association in writing to meet with the board to discuss any ways to rectify the concerns of the possibility of a lien on the owner's property. Ninety (90) days after the second letter the Association will seek a property lien on the owners property. Legal remedy can be sought, as well as, foreclosure. All dates of notice and ledgers given to the owner in the lien affidavit will be filed in the real property records.

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HCCTHA Covenants and Regulations

Article VII (7) Protective Covenants, Sections 1-7, p. 8-9
Article VIII (8) Architectural Control, Section 1, p. 9-10
Article IX (9) Exterior Maintenance, Section 1, p. 10
Article X (10) General Provisions, Section 2-3, p.10

TX Law Vehicles 51.001-51.012, Horizon City Ordinance 0093

Section 93.010 (A) 1 & 2 Tow Away Guidelines
Section 93.020 (A), (D) Assessment towing, diameter of passage
Section 93.060 (C) Vehicles Private property Unregistered, Inoperable
Section 93.070 (A), (D) Parking Recreational Vehicles, Boats, Trailers

Owners of the HCCTHA Association should read these documents and maintain familiarity with the restrictions and fines. All documents are available to read and download on the HCCTHA website. www.hcctha.com

All rules, regulations, and penalties stated herein have been approved by the Horizon Country Club Townhouse Association's Board of Directors at the meeting held on ___February 15, 2024_, They are effective immediately and become a part of the Restrictions and By-Laws governing the Horizon Country Club Town House Association and in accordance with Covenant and Restrictions Article X, Section 1-4, Texas H. B. Law 614, and Horizon City Parking Ordinances.

The Addendum By-Laws may be updated, with the approval of the Horizon Country Club Townhouse Association Board of Directors and written notice to owners. Declarations of the Covenant Rules and Restrictions (DC&Rs) are the guide of governance. Addendums / By-Laws are based on the (DC&Rs) and Texas Law H. B. 614, H. B. 886; Horizon City Parking Ordinances.

HORIZON COUNTRY CLUB TOWN HOUSE ASSOCIATION ADDENDUM COVENANT RESTRICTIONS BY-LAWS

I. INTRODUCTION

As a Townhouse Association, Horizon Country Club Townhouse Association has legal limitations which single family, private homes may not have. These legal restriction are stated in our Covenant and given to each homeowner at closing. The Declaration of Covenants and Restrictions are the governing documents that the Board of Directors are required to follow. The Board of Directors is also empowered to establish Rules and Restrictions By-Laws that govern other activities in the Association.

The Board of Directors operates just as an other legislative body. Each September Owners elect the Board Members who, in turn, meet and vote on the problems and concerns of the Association based on what they think the majority of Association Owners want or the governing documents demand. The Board has a fiduciary duty to uphold the Declaration of Covenants and Restrictions with By-Laws Rules and Regulations. Serving on the Board is voluntary and without pay.

We are 80 Homeowners, each presumably having differing opinions and lifestyles, and yet living in very close proximity. Like all groups that wish to live in harmony, we seek to blend the individual's rights with the group's desires. These rules and regulations have been established to preserve the beauty and architectural design of our community while allowing us to live in the manner and lifestyle we choose.

II. OWNERSHIP PRIVILEGES

It is the right of the Association to suspend the enjoyment rights of any member for any period during which any assessment remains unpaid, and for any period not to exceed thirty days for any infraction of its published rules and regulations. Current assessment fees, fines, late charges, fees and charges for any repairs incurred by HCCTHA that are the Owner's responsibility should be current. DC&Rs Article IV Sec. 3 (C) p.4

III. DOCUMENTS, FORMS, WEBSITE

As a member of the Association Owner or Resident, you should be familiar with the Declarations of Covenants and Restrictions (DC&Rs) and By-Laws and seek that information to answer many of your questions pertaining to your activity in the Community. Documents are available to read or download from the website. **The Covenant Compliance Form (CCF) requires a signature of Owner and Renter stating that they have read and have access to the Declarations. The Tenant Information Form (TIF) requests occupant list, addresses, phone, email and vehicle information. Both should be submitted to the Board with in the first 10 days of occupancy of any Unit or a \$50 fine will be assessed. These forms are available on the website. www.hcctha.com See By-Law: Article IV B.& C. p.4 ; Leasing XI A-F. p.13**

IV. GENERAL PROVISIONS

- A. Every Owner shall keep his/her Unit fully insured for the replacement value against loss by fire or other casualty. **An updated copy of the current year home owners insurance policy must be filed with the HCCTHA each year. Fine may apply. See By-Law VI, I p.5**

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- B. The Board may request at any time a Tenant Information Form (TIF) update to the Association files concerning Owner or Renter information. There are two types of TIF forms, Owner /Renter. Owner Form and Renter Form require name and age of all occupants, preferred and alternate address, phone # home, cell & work, e-mail address, emergency name and number, vehicles make and model, license numbers. All Renters over (18) require proof of background check.
- C. Failure to submit TIF or CCF or incomplete documents within the first 10 days of occupancy will result in a \$50 fine. The TIF and CCF information is essential to the understanding of the expectations of occupancy, plus safety of all residents in the event of emergency.
- D. Each Owner is directly responsible for the activities of their family, children, pets, tenants, employees, and guests with respect to the Declarations.
- E. Except to the extent otherwise specified in the Declaration, each Owner shall keep his/her unit, lot, carport, patio and balcony clean and orderly.
- F. Each Owner is required to pay a yearly assessment to be paid by March 1. Payments are allowed to be paid in advance monthly, quarterly or half-year. Failure to pay assessments can result in fines, lien or foreclosure. Please refer to the collection policy and procedures for assessment due dates and late fee amounts. See DC&Rs Texas H. B. 886, Law Property Lien Addendum & By-Laws V. p.4
- G. While the Association is responsible for exterior building maintenance and landscaping. Be aware removal or repair of the following items are the Owners responsibility: roof, gutters, window systems, and glass surfaces, door systems, air conditioning and heating units, utility lines, and pipes, etc., and the interior areas of the individual Unit.
- H. No Owner shall do or permit to be done anything that shall unreasonably disturb or annoy any other Owners; or anything that shall constitute a hazard or endanger the person or property of other HCCTHA owners.

V. ASSESSMENTS

GENERAL

- A. Any assessment delinquent 90 days, will receive a letter of the delinquency and procedures necessary to bring the assessment current. Failure to address delinquent fees will result in an 8% interest fine on the delinquency. Owner's delinquent account on the Assessment, and interest can result in a Lien, foreclosure and court. Procedures for seeking late Assessment see Texas H. B. Law 886, Law Property Lien Addendum
- B. Any notices required to be sent to any Owner under the provisions of the Declaration shall be deemed to have been properly sent when mailed, post paid, to the last known address of the Owner, as written in the Association book of records. See Liens H. B. 886 or Fines VI. F. p.5

HORIZON COUNTRY CLUB TOWN HOUSE ASSOCIATION

ADDENDUM COVENANT RESTRICTIONS BY-LAWS

VI. ENFORCEMENT AND FINES

- A. The Board is charged with enforcing Declarations, Restrictions and By-Laws by notifying homeowner about any violation.
- B. As always, a good first step to take when any action or activity by an Owner or Renter violates a rule or regulation would be a discussion with the neighbor involved. If the problem continues the Board should be notified by e-mail or telephone. Depending on the nature of the violation, you may want to contact the Horizon City Police Department 915-852-1047 for a non-emergency, or 911 for an emergency.
- C. Any person receiving a notice of violation may request a hearing with the Association by sending a written notice to the Board within ten (10) days of the date of the notice of violation. A hearing date will be set by the Board no later than the 30th day after the Board received the owners written request for a hearing Tx.Code Section 209.007©. The Association shall provide the owner a packet of photographs, documents and communication to be introduced at the hearing. TX.Code Section 209.007(f)
- D. Unless otherwise stated, a warning notice shall be provided and no fine imposed for the first violation of any rule, if corrected within fourteen (14) days following the date of the first written demand sent to correct an alleged violation.
- E. All warning notices will be sent via regular mail to the Owner and resident. All violation notices will be either sent via regular mail or certified mail. Cost of postage will be applied to the violation fee.
- F. Both warning and violation notices will be sent to the unit resident address and to the owner off-site address, provided to the Association .
- G. If after the first fourteen (14) days notice of violation is not corrected or contact is not made to the Board, a fine will be assessed and escalated to the next offense. Each additional 14 day escalation will increase the fine. A quick remedy will prevent fines and escalation of fines to the Owner.
- H. Upon violation, the Agent of the Association shall notify the unit owner. The notification shall be in writing as prescribed by the Board. If the Board determines a violation has occurred, after written notice of violation and/or the opportunity for a hearing, fines will be charged for violation of the Declaration Rules and Restrictions or By-Laws as follows (unless otherwise noted in this document) :
 - 1. 1st Offense: Warning Notice (no fine)
 - 2. 2nd Offense: \$25.00 fine
 - 3. 3rd Offense: \$50.00 fine
 - 4. There after \$100.00 also \$25.00 a day until corrected
- I. Fines for action of individuals may be mitigated on a case by case basis, depending on the severity of the matter or damage and positive action taken regarding correction. Any decision to be made is at the discretion of the Board. See By-Laws XV. A.1,2, p.15

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- J. Nuisance or safety violations for (but not limited to) loud music, broken glass or vulgar actions will be fined at \$25.00 for 1st offense, and double each time thereafter per twelve month period.
- K. All fines, costs, legal fees and other expenses of the Association in connection with any violation under these rules shall be assessed to the account of the Owner. Fines accrued that exceed over one thousand dollars (\$1000.00) will be deemed in critical arrears and legal council will be engaged for collection. See By-Laws XV. A.1,2 p.15
- L. Any Owner found in violation of the Declaration Rules and Restrictions or By-Laws will be required to pay all necessary and reasonable cost and expenses, including attorney fees incurred by the Association in enforcing them.
- M. Not with standing the foregoing, if in the Board's determination, the nature of the violation of the Declarations, Rules and Restrictions and By-Laws is such that any delay may jeopardize the health, safety, or the welfare of the other residents the Board may immediately exercise its right of self-help or forward the matter to the police or attorney for appropriate legal action. All costs, expenses, fines and attorney's fees incurred are the responsibility of the Owner.
- N. Architectural improvements done without prior Board approval will result, if said modification or specifications do not meet the architectural guidelines set forth in the covenants. If deemed necessary, the Board will require the modification to be changed back to its original condition at the Owners expense. DC&Rs Article VIII Sec.1p.9 See IX. Building and Maintenance A-F, By-Laws p.8-10
- O. Anytime a crime is committed on this property, which involves a resident, tenant, guest or invitee of a tenant, the following fine may be assessed to the Owner of the home involved.
- i. Activities on this property, such as, but not limited to, disturbing the peace, fighting, vandalism, property damage, offense behavior, harassment, intimidation, public drunkenness or party out of control, if supported:
 - 1st Offense: \$ 100
 - 2nd Offense: \$ 250
 - 3rd Offense: \$ 500
 - ii. Activities on the property, such, but not limited to, domestic violence, child abuse, assault, burglary, theft, public drunkenness (minor), possession of illegal drugs, minors in possession of alcohol, DUI, possession of stolen property, if supported:
 - 1st Offense: \$ 500
 - Thereafter : \$1,000
 - iii. Activities on this property, such as, but not limited to, manufacturing or distributing illegal drugs, any crime related to gang activity, mob action, illegal possession of a firearm or weapon, discharge of firearm, assault, battery, kidnapping or murder.
 - 1st offense and thereafter:\$1,000 per incident

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VII. VEHICLES AND PARKING

See Horizon City Parking Ordinances HCCTHA website, DC&Rs Article VII. Sec.1 p.8

- A. Carports are attached to homes, for the use of the Owner to park viable vehicles. Carports are not used for storage of boxes or materials for maintenance, appliances, lawn or gardening supplies, trailers, or inoperable, unregistered, unlicensed vehicle of any kind.
- B. Storage of an inoperable vehicle or trailer of any type is not permitted on the property. Any vehicle that has a flat tire or is unable to drive is subject to towing and violation. Work on a vehicle should be limited to a minor repair. No long term vehicle repair is permitted.
- C. No parking or driving of any motor vehicle of heavy weight on lawns, rock beds or walks. Owners are financially responsible for damage and will be fined.
- D. No vehicle debilitated, abandoned, inoperative, or unlicensed condition shall remain on property or street in excess of fifteen (15) days. All vehicles must have the required state registration sticker visible on the windshield as required by state law. No sticker considered not licensed.
 - 1st Offense No Fine
 - 2nd Offense \$50
 - 3rd Offense \$100 Vehicle towed and \$25 day until corrected
- E. No recreational vehicles, trailers, boats, boat trailers, or other types of large vehicles may be parked on premises. Exceptions can be made for short term loading or unloading of such vehicles. A request for an exception maybe made in writing to the Board for a wavier of no longer than 7days. Dates of arrival and departure should be expressed. See VI, H & I fine Association Trailer will be on property at times to remove debris.
- F. Vehicles of all Owners / Tenants residing in HCCTHA must be properly registered with a state .
- G. Any Resident who maintains more than two vehicles on premises must use parking access to their unit in an adjacent area. Any parked vehicle must provide a ten foot (10') passage access. Blocking access of emergency vehicles is prohibited. Do not park near mail box inhibiting vehicle access. Parking behind a unit may cause issues with neighbors. Parking in another Residents driveway /carport must be approved by said resident. See VI, H & I fine information
- H. It will be the Homeowner's responsibility to clean up any oil or any other fluid left by a in their driveway, car port or their guest. A violation may be issued to the homeowner for failure to clean up such mess.
- I. Dumpster and PODS are permitted with prior Board approval up to 3 days. The dumpster or POD must be located on the resident's driveway only and not encroach or interfere with traffic or neighbor parking. Any and all damage will be repaired and charged back to the Homeowner.

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VIII. NOISE AND OTHER NUISANCES

- A. Owners, Residents and guests shall respect the right of others to quiet and peaceful possession. Noise must be kept at a respectable level so as not to unreasonably disturb others. Nuisances such as loud music, dog barking, fighting or offensive language, will not be permitted at anytime.

IX. BUILDING MAINTENANCE

ARCHITECTURAL CONTROL

See DC&Rs, Article VIII. Sec.1, p. 9-10

- A. Architectural control is deemed necessary to preserve the architectural, structural and cosmetic property integrity and structures at HCCTHA. To this end, the Board may appoint a review request for any additions or changes to the exterior of the building, carport, lot, patio or balcony.
- B. Any additions /changes include, but or not limited to, addition or replacement of doors, windows, exterior attachments, including exterior permanent light fixtures must be approved.
- C. All requests for changes as indicated above must be in writing and submitted with specifications and design diagram for Board approval. All changes will be approved or denied in writing by the Board. No color changes will be made to exterior color of individual dwellings. If approved, it is the responsibility of the owner that all building codes, ordinances and permits and other such document are submitted to Board prior to start date.
- D. Unit Owners shall be solely responsible for any injuries or damage to personal or Association property that occurs during the construction or installation of any improvements. In addition, the Owner shall be solely responsible for the continued repair and upkeep of any such structure or modification.
- E. No resident shall display, hang, store, or use any clothing, sheets, blankets, newspapers, hoses, play or exercise equipment on rails or fences or other articles visible from outside of Unit.
- F. Window and door screens torn or with holes, and broken glass in windows or doors must be maintained without holes or breakage.
- G. There should be no obstruction on the common areas to impede proper maintenance, including but not limited to indoor furniture, toys, bicycles, tricycles, baby carriages, ladders, exercise equipment, etc., shall not be kept, stored or allowed to accumulate on any lot. All items are to be stored within the patio or home. All items must be removed from the common area after use.
- H. **As per the Declarations, fences are not permitted on Community property.** If a Unit Owner would like an enclosed fence at the patio area, the Owner must submit a request in writing regarding the reason for fenced patio and plans, type and design of the fence at the patio area. Maintenance of any enclosed area on the Owners unit is the responsibility of the Owner.

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- I. Storage with tarps, plastic sheeting, mats, carpets, etc., cannot be covering items or laying around on Unit Lots. No large material or item shall be hung in the open of any Lot.
- J. Only proper outside furniture may be stored outside on patio. Patios or carports may not be used for maintaining storage boxes over time.
- K. Roofs are the total responsibility of the Owner including lack of repair to roof causing damage repair and maintenance to painted areas, including rotting wood repair due to leaks.
- L. Solar panels are allowed and the total responsibility of the Homeowner for maintenance and repair. Any damage or breakage cleanup is the sole responsibility of the Owner, including any damage to neighbor or Association community property.
- M. The Association reserves the right to enter upon any lot to correct or eliminate nuisances or violations and to correct any failure of the Homeowner to properly maintain those areas not the maintenance responsibility of the Association and the cost of such work shall be assessed to the Owner.

BALCONY, PATIO AND EXTERIOR MAINTENANCE

See DC&RS ARTICLE IX. SEC 1. p.10

- A. Balconies shall be inspected periodically. The railing and flooring of decks should be maintained in safe condition. All Unit Owners shall make their balconies available for periodic inspection. Where maintenance is required, the Owner will be notified.
- B. No items other than decorative plants, barbecue grills, deck accessories, and lawn furniture shall be maintained on a balcony or patio. In the event such items are temporarily placed on the lawn the Owner shall assume full responsibility for moving any items that interfere with the lawn maintenance. Mowing crew will not mow around any obstacles.
- C. Personal property belonging to any Unit Owner, such as bicycles, wagons, toys, tricycles, furniture or other articles shall not be kept in the common areas.
- D. Back of Unit patios shall be kept clean without stacked unusable items. No lumber, metals, bulk materials, refuse, trash, crates, boxes, storage containers, exercise equipment, etc., shall be kept, stored, or allowed to accumulate on any property or Lot.
- E. The Association will furnish normal and customary exterior paint and maintenance due to normal wear and tear from deterioration of paint for exterior walls and building surfaces. No maintenance will be provided for garage door replacement, windows, screen doors, entry doors or enclosed fence or patios.
- F. Deterioration of an Owner's Unit due to lack of proper maintenance effort is the sole responsibility of the Owner. The Association will notify the Owner, if a deterioration event is evident and may need attention.
- G. In the event that maintenance is made necessary by willful or negligent act or omission of any Owner or Resident the cost of such maintenance shall be assessed to the Owner.

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- H. Fire wood storage should be stacked neatly. Equipment, storage piles, if visible shall be kept screened by adequate planting or fencing so as to conceal from view of neighboring Living Units or streets. All rubbish, trash or garbage shall be regularly removed from the premises and shall not be allowed to accumulate thereon. Unit garbage plastic containers should be stored at the owners property area and placed at pickup areas on truck pickup days and returned to storage area by the end of the day. DC&Rs VII Sec.4
- I. For the purpose solely of performing the exterior maintenance required, the Association through its duly authorized Agents or Employees, shall have the right after reasonable notice to the Owner to enter upon any Lot or Living Unit at reasonable hours on any day, but Sunday. Landscaping shall not require prior notice.

BUILDING, PARTY WALLS AND USE RESTRICTIONS

See DC&Rs Article VI. Sec. 1-6 p. 7-8

- A. No Lot or any portion thereof shall be used for any purpose other than as a single family residence. Covenant Article I (e) Living Unit shall refer to any portion of a building situated on the properties designed and intended for use and occupancy as a residence by a single family.
- B. Each wall which is built as part of the original construction between the homes are considered party walls. The general rule of law regarding party walls is a liability for property damage due to negligence, act of God or willful act of omissions shall apply to Sharing of Repair and Maintenance. The cost of reasonable repair and maintenance of a party wall shall be shared by the Owners who make use of the wall in proportion to such use. If one party is responsible for damage to the party wall, the original party will be responsible for the total damage. See DC&Rs Article VI, Sec.1-6, p.7-8

X. LANDSCAPING AND DECOR

SIGNS AND NOTICES

- A. No more than two "For Sale" or "For Rent" signs are permitted on each Unit. A realtor sign may be erected on the Owners Lot. An "Open House" sign may be erected on the date of the event.
- B. No other advertising sign or billboards shall be displayed on or in any Unit or Lot visible from the outside.
- C. A security sign or window sticker no larger than 12'x12' is allowed .
- D. No business activities conducted or signs of any kind whatever shall be displayed on any portion of the premisses. DC&Rs Article 7 Section 3
- E. Political signs are permitted to be displayed 90 days prior to the election date and must be removed upon conclusion. Political signs are only to be placed at the front of your Unit and must not exceed 2'x 2'.

HORIZON COUNTRY CLUB TOWN HOUSE ASSOCIATION ADDENDUM COVENANT RESTRICTIONS BY-LAWS

LANDSCAPING

See DC&Rs Article IX.

- A. The common area landscaping including watering and sprinkling, will be maintained by the Association. Each Owner may water and sprinkle landscaping adjacent to their Unit as needed.
- B. Lots are to be well maintained and clear of clutter. Common area trees, grass, shrubs, walks, rocks, driving areas and outer walls will be maintained by the Association. If not accessible the Owner will be responsible to maintain their enclosed areas.
- C. Community lawns are not to be used for any type of storage. Inflatable pools may be used for a temporary water experience on lawns. Immediate removal following its use is required. No pool shall maintain a presence on the lawn at any time, if not in use. Any damage to grass by not following proper care will result in a fine and cost of replacement.
- D. Owners shall be responsible for damage to the lawns adjacent to their property for negligent driving next to, patios, driveways or carports or any other ways.
- E. Pet owners are responsible for any lawn or landscaping damage caused by their pet, and shall be repaired at the Owner's expense. If the damage is not repaired, the owner shall be notified by the Board to do so. Failure to do so in the required time shall cause the repair to be made by the Association and billed to the Owner.
- F. The Association permits the planting of flowers without approval; the planing of trees and other shrubbery will be permitted after receiving written approval from the Board. Trees and shrubbery planted on common property and/or where Association maintains becomes the property of the Association.
- G. Any changes to plants, landscaping bricks, rocks, or patio extension must be approved by the Board. The Owner should submit a written request that includes planned material, diagram, specifications and location. Any extension or addition to the patio area must not be permanent Any proposed project must identify any water system areas that could be effected by the extension.

FLAGS

- A. Poles mounted to a building shouldn't extend more than 6 (six feet) in length from the owners property.
- B. The maximum size of any flag shall 3'x5' (3 feet by 5 feet)
- C. Holiday flags should be displayed within the same time period as other holiday decorations. A sport or school flag is permissible. Seasonal flags should be appropriate to the season.
- D. The United States and Texas legal code should be followed for the proper display of national and state flags.
- E. Any Owner wanting to erect a free standing flag pole should request approval from Board.

HORIZON COUNTRY CLUB TOWN HOUSE ASSOCIATION ADDENDUM COVENANT RESTRICTIONS BY-LAWS

RECRATIONAL EQUIPMENT

- A. No permanent basketball backboards or other permanent game equipment shall be installed on or near any carport, garage, driveway, or Unit. Any erection of a temporary nature should be properly stabilized to prevent falling or endangering any persons or property.
- B. The erection of swing sets, jungle gyms, etc., are not permitted. Board approval is required to erect any equipment on Common areas. Only plastic or temporary structures will be allowed.
- C. All items including, but not limited to toys, recreation equipment, bicycles etc., must be removed from common areas by dusk. No hanging ropes or swings on Community trees. Such items will be subject to removal without consent.
- D. Inflatable pools are permitted. When filled and in use, pools are NEVER to be left unattended. When not in use water must be drained and pool must be put away / stored within the home, garage, or patio and cannot be stored anywhere in visible display in anyway at front or rear of unit or hung on patio area.
- E. Hot Tubs are permitted within an enclosed fenced yard ONLY. When filled and in use pools are NEVER to be left unattended. When not in use, HOT TUB must be covered and secured with a lock. HCCTHA is not responsible for any injury or damage to person or property.
- F. Fire pits are permitted; Fire pits must have a fire screen/cover and stand a minimum of 3 feet away from any structure (example: deck, building, fence) HCCTHA is not responsible for any injury or damage to person or property.

DECORATIONS

- A. Exterior seasonal decorations and hardware for installation shall be removed no later than 30 (thirty days) following the Christmas holiday. All other holiday decor shall be displayed no more the 15 (fifteen days) after the holiday. The Owner must maintain their decorations in good condition.
- B. An installation of seasonal decorations shall not damage the exterior surface of the buildings. Decoration should not be used that will damage the siding/fascia of any Unit. Electrical/lighting equipment must be UL listed for outdoor use.

HORIZON COUNTRY CLUB TOWN HOUSE ASSOCIATION

ADDENDUM COVENANT RESTRICTIONS BY-LAWS

XI. LEASING OF UNITS

- A. All Homeowners who do not reside in a home owned by them shall provide the Board with their alternate addresses and contact information both at home and work, so they can be reached in the event of an emergency. Any expenses of the Board incurred in locating a Homeowner who fails to provide accurate information, will be assessed the costs. Unless otherwise provided by law any Homeowner who fails to provide such information shall be deemed to have waived the right to receive notices at any other address other than the Unit address and the Board shall not be liable for any loss, damage, injury or prejudice to the right of any such Homeowner caused by any delays in receiving notices resulting in the homeowner's negligence. See DC&Rs Article X. Sec. 2 Notices p.10
- B. No Homeowner may lease less than entire home, nor may accept boarders or the leasing of rooms.
- C. Every rental lease shall be in writing, and shall be subject in all respects to the provision of the Declarations and By-Laws of the Association. **It is the Owners responsibility that the Tenant comply with the following expectations.**
1. All Owners must provide a completed TIF (Tenant Information Form) to the Board within 10 (ten) days of occupancy. The Board may request at any time to update the Association files concerning Owner or Renter information. TIF includes Owners name and Renters name, name and age of all occupants, permanent address, alternate address, phone # home, cell & work, e-mail address, emergency person and number. TIF and CCF statement forms are available on website. Renter occupants 18 (eighteen) or over require a back ground check. Both should be submitted to the Board with in the first 10 days of occupancy of any Unit or a \$50 fine will be assessed.
 2. The Owner must notify the prospective Renter of the Declarations and By-Laws and provide a copy to the Renter or website information regarding access to all documents on the website. Tenant must sign the Covenant Compliance Form (CCF) statement of receipt knowledge of the Declarations and Covenant Restrictions and By-Laws Addendums.
 3. The Owner must obtain a completed Renter TIF and CCF from Renter and submit to the Association the TIF and CCF form with in the first 10 days of occupancy of the Unit.
- D. Sub-leasing is not permitted.
- E. Leases must be maintained current with no discrimination on the basis of age, race, color, creed, national origin or sex .
- F. During the term of a lease agreement, no new roommates may move in without a new TIF being completed by all occupants. Family members added to occupancy must also complete new TIF form. See XI, C, 1

HORIZON COUNTRY CLUB TOWN HOUSE ASSOCIATION ADDENDUM COVENANT RESTRICTIONS BY-LAWS

XII. PETS

See DC&Rs Article VII Sec. 2 p.8, XII. D. By-Laws

- A. No animals, rabbits, livestock, fowl or poultry of any kind shall be raised, bred, or kept in or upon any Lot, except dogs, cats or other household pets may kept in the Units, subject to the following rules, or any change by Board approval.
- B. All Texas and local laws must be followed with respect to pets.
- C. No dogs or cats are allowed to run loose within the common areas. When taken outside, all pets must be on a leash of no more than 6'(six feet) in length. A person shall hold the leash at all times. **Dog owners must carry a scoop or bag and pick up after their pets droppings immediately and dispose in a refuse container.**
- D. **No pet shall be tied to a tree, building, or in any matter restrained outdoors. Pets are permitted to be staked in the ground within homeowner's yard ONLY within the presence of its owner.**
- E. No pets may be housed in any garage within the property.
- F. The number of pets kept in a Unit may not exceed the number 2 (two) as is permitted by the Declarations of the Association.
- G. Dogs must be restrained from excessive barking, whether inside or outside of the Unit or Lot.
- H. Dogs may be located for a short time in a closed/fenced patio access, in the presence of the owner, if properly restrained nor a nuisance to other Tenants.
- I. Pets owners shall keep their pets under control at all times. Pets are recommended to be collared, tagged and chipped to assure safety from loss.
- J. Owners are responsible for any lawn, landscaping, or property damage caused by their pet, and shall be repaired at the Owner's expense. If the damage is not repaired, the Owner shall be notified by the Board. Failure to do so in the required time shall cause the repair to be made by the Association and billed to the Owner.
- K. Visiting pets are subject to all the above expectations.
- L. The Owner shall indemnify and shall hold harmless the Board, Association and members against any loss or liability of any kind arising from, or growing out of, the presence of the pet on the property.

XIII. WASTE, GARBAGE, NEWSPAPERS

- A. Our regular garbage/pick-up is Monday and Thursday.
- B. Garbage must be placed in the plastic bin provided by the trash collection company. Plastic bags, boxes or any other items outside the plastic cart will not be picked up. Resident will be responsible, if trash gets blown around by wind or if animals get into trash.

HORIZON COUNTRY CLUB TOWN HOUSE ASSOCIATION ADDENDUM COVENANT RESTRICTIONS BY-LAWS

- C. The plastic bin must be stored only at each designated Units carport area and placed at designated pick up locations on the appropriate day. The plastic bin should be returned to Units carport by dusk on pick up days.
- D. Newspapers, mail, periodicals, etc., delivered at driveways, carports, doors or steps shall be removed on a daily basis. No collection of such items will be allowed to remain at anytime in any out side location. Items lingering as debris will be removed without warning.

XIV. GARAGE SALES

Unit Owners/Tenants are allowed to have 3 individual garage sale events per year on a date of their choice. Community wide garage sales are allowed, with Board approved dates. Written request should be sought by Owners seeking such event. The request should include dates and advertising plans. Sales may not exceed three days, city permit is required.

XV. COMPLAINT PROCEDURES, IMPORTANT NUMBERS, CONTACT INFORMATION

COMPLAINTS PROCEDURES

- A. If any Owner has a complaint or concern or believes that they have been wrongfully charged with a violation, the Owner may proceed as follows:
 - 1. At the next Board of Directors meeting, the Owner shall be in attendance to appeal the violation or submit in writing a request to meet with the Board in a special meeting to address their issue. A submission for a special meeting should be submitted within ten days of receipt of a written violation notice, stated in written violation letter. Written notice for meeting may be submitted through the Community BOX by townhouse number 36, website, or call.
 - 2. Payment of charged fines made under this policy shall not become due while the Board is hearing an appeal. After Board hearing, the fine is paid or resolution there of is complete. Fines accrued exceeding \$1000.00 will be considered for legal action. The Owner or Board failing to have resolution may seek arbitration, legal assistance or hearing by a court to resolve payment. See VI. I. Enforcement and Fines By-Laws p.5

- B. Building and Grounds Maintenance : Contact email Board Website or Call

Declaration of Covenants and Restrictions (DC&Rs)

- Party Walls, Article VI. Sec. 1-6, p. 7-8
- Architectural Control, Article XIII. Sec.1, p. 9-10
- Exterior Maintenance, Article IX. Sec.1, p.10
- Common Areas, Article IX. Sec.1p.10
- Unsightly, Nuisances, Article VII. Sec.3,4 & 7

By-Laws Addendum Fines

- Architectural Controls IX. A.-N. p. 8-10
- Exterior Maintenance, Patios, Balcony IX. A.-I. p. 9-10
- Party Walls IX. A. B. p.10
- Landscaping IX. A.-G. p. 10-12

HORIZON COUNTRY CLUB TOWN HOUSE ASSOCIATION ADDENDUM COVENANT RESTRICTIONS BY-LAWS

C. Parking Violations - Contact, email Board, Website or Call, City Ordinances on website

- Declaration of Covenants and Restrictions (DC&Rs)
 - Businesses, Signage Article VII, Sec.3 p.9
 - Protective Article VII, Section 1 p.8
 - Horizon City Parking Ordinances 93.060, Section TX Code 51.001 751.012
- By-Laws Addendum,
 - Vehicles and Parking Horizon City Ordinance By-Law VII. A.-K. p 7
 - Business signage Article X. D. p. 10

D. Pet Violations - Contact, email Board, Website, Call or Emergency 915-852-1005 Animal Control

- Declaration of Covenants and Restrictions (DC&Rs)
 - Pets Article VII. Sec. 2 p.8
- By-Laws Addendum
 - Pets XII. A.-L. P.14

IMPORTANT NUMBERS

Fire Department915-852-3204
El Paso Electric..... ..915-543-5970
Municipal Water.....915 852-3917
Horizon Police.....915 852-1047
Code Enforcement.....915-852-1005
Animal Control.....915-852-1005
Garage Sale.....915-852-1005
Permits915-852-1005

Contact the HCCTHA Board - www.hcctha.com

Open website to see CONTACT US in the headings list and open. You can send a question or concern to a Board Officer immediately using this contact option. There is a phone number always available on the site for a number to call for assistance. The number is not in this document, as it is subject to change over time. The number will always be available on the website.

We have attempted to provide a comprehensive description of expectations for Owners and Tenants of our Association Community. Our ultimate goal is to protect the integrity of the Declaration Covenants and Restrictions and appropriately address the Texas Laws and City Ordinances in a way that provides each owner comprehensive knowledge of how one can assist in maintaining a safe, clean, welcoming environment for our Residents and Owners. We live in a truly lovely location and with support of each individual Owner and Resident we can continue to enjoy our community opportunities for many years to come. Ignorance of our DC&Rs and By-laws Addendums is no excuse for complaints. Please stay informed.

HORIZON COUNTRY CLUB TOWN HOUSE ASSOCIATION ADDENDUM COVENANT RESTRICTIONS BY-LAWS

XVI. COMMITTEES, ELECTIONS, ENFORCEMENT

OFFICERS:

President
Vice- President
Secretary/Treasurer

Board Officers are elected by the members of the Board in September for a term of one year.

COMMITTEES

1. Architectural / Building
2. Street Paving / Road Maintenance
3. Budget
4. Elections
5. Grounds / Landscaping
6. Covenant Enforcement
7. Website
8. Recreation

ELECTIONS

The HCCTHA Board meets the 2nd Wednesday of each month, except July and December. We post locations and times on the website each month. We invite owners and residents to attend the meetings and express your thoughts and ideas. The Board election occurs in August and the new members take their office each September. The Board member's term of office is determined by the Owner's voting tally. The terms are staggered 3 years, 2 years and 1 year terms based on the number of votes from most to least received by the members in the election. The Board encourages attendance at meetings and hopes you will consider being a contributing visitor at the meeting, plus consider becoming a member of the Board.

Enforcement

DC&Rs Article X. Sec. 3P. 10

"Enforcement of these Covenants and Restrictions shall be by any proceeding at law or in equity against any person or persons violation or attempting to violate any covenant or restriction, either to restrain violation or to; recover damages, and against the land to enforce any lien created by these covenants; failure by the Association or any Owner to enforce any covenant or restriction herein contained shall in no event be deemed a waiver of the right do so there after."

HORIZON COUNTRY CLUB TOWN HOUSE ASSOCIATION

OWNER/TENANT INFORMATION FORM (TIF) 2/27/2023

PLEASE PRINT: (New owner, resident return TIF to Association with in 10 days of occupancy.)

TOWNHOUSE # _____

OWNER: RENTER: (Circle One)

NAME: _____

LAST FIRST e-mail PHONE DOB

ADDRESS IF DIFFERENT _____

OTHER OCCUPANTS / RENTERS (Additional names or vehicles on back)

NAME: _____

LAST FIRST e-mail PHONE DOB

NAME: _____

LAST FIRST e-mail PHONE DOB

NAME: _____

LAST FIRST e-mail PHONE DOB

VEHICLES: 1. _____

MAKE/MODEL COLOR LICENSE PLATE # STATE

2. _____

MAKE/MODEL COLOR LICENSE PLATE # STATE

EMERGENCY CONTACT: _____

NAME NUMBER RELATION

RENTER OVER 18 - PROVIDED A BACKGROUND CHECK _____

HORIZON COUNTRY CLUB TOWN HOUSE ASSOCIATION
OWNER/TENANT COVENANT COMPLIANCE FORM (CCF)

Information:

Please be advised, as an owner or renter in a Home Owner Association (HOA) restrictive community, you are required by law to abide by the Associations Covenant Restrictions. The documents require the Association Board to secure compliance to maintain the expectations of the owners of the properties. In so doing, it is required that all residents and owners have access to all the restrictive documents in order to comply in good faith. Below is a statement that requires a signature of Owner/Renter stating that they have received knowledge of access to the HCCTHA Declarations and Addendum Bylaws. Please read the statement below and place your signature that you affirm receipt of said information. **New owner, resident return CCF to Association with in 10 days of occupancy.**

HCCTHA COVENANT COMPLIANCE FORM

OWNER: RENTER: (Circle One)

Print Name: _____

Date: _____

I _____ affirm that I have received knowledge of the Declaration of Covenants and Restrictions, including new ByLaws Addendum. I accept responsibility as an owner or resident to comply with the Covenant, Restrictions and ByLaws. I further understand that I may review or print any stated documents by accessing Documents located on the HCCTHA website. www.hcctha.com

2/27/2023