

HORIZON COUNTRY CLUB TOWN HOUSE ASSOCIATION

GOVERNING COVENANTS, RESTRICTONS  
AND BYLAWS



DOCUMENTS

COVENANT AMMENDMENTS SEPT.,1992

DECLARATION OF COVENANTS AND RESTRICTIONS SEPT.,1972

COVENANT AND RESTRICTIONS  
BYLAWS Jan.,1973

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

TEXAS H.B. 886 LAW - LIENS Sept.1, 2023

ADDENDUM COVENANTS RESTRICTIONS AND BYLAWS FEB.16, 2024

DOCUMENTS:

COVENANT AMMENDMENTS SEPT., 1992

AMENDMENT  
AGREEMENT TO CHANGE DECLARATION OF  
COVENANTS AND RESTRICTIONS DATED SEPT. 15, 1972

Doc# 20150039713

HORIZON COUNTRY CLUB TOWNHOUSE ASSOCIATION

P. O. BOX 290572

EL PASO, TEXAS 79929

06.11.15

To Whom It May Concern:

This is a request to record an amendment to the Horizon Country Club Townhouse Association recorded Covenants and Restrictions, dated September 15, 1972.

The attachment includes an "Amendment" that was dated September 12, 1992 and attached to the Bylaws by a past Horizon Country Club Townhouse Association elected Board.

We plead that this Amendment be properly recorded and attached to the Covenants and Bylaws of the Horizon Country Club Townhouse Association that is currently recorded with the City of El Paso, County of El Paso.

With regards,



René Chávez, President

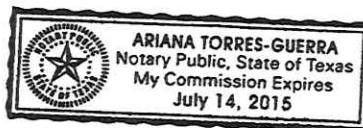
HCCTHA

Attachment

Given under my hand and seal of office this 11 day of June, 2015



NOTARY PUBLIC



HORIZON COUNTRY CLUB TOWNHOUSE ASSOCIATION

AGREEMENT TO CHANGE DECLARATION OF  
COVENANTS AND RESTRICTIONS DATED SEPTEMBER 15, 1972

This Agreement is made in accordance with the provisions of Article X of the Declaration of Covenants and Restrictions dated September 15, 1972 and recorded on said date in Book 411, Page 1295, Deed Records of El Paso County, Texas, among the owners of the Horizon Country Club Townhouses, a subdivision of El Paso County, Texas, consisting of 80 lots (or living units), each legally described by placing the number of the lot preceding the described subdivision. (For the purpose of this instrument, reference will be made only to each townhouse number but shall constitute a full legal description of that particular lot as if the subdivision and county were recited.)

WHEREAS, the Board of Directors of the Horizon Country Club Townhouse Association, recommend that certain changes be made in the Declaration of Covenants and Restrictions; and

WHEREAS, the undersigned, constituting owners of at least two-thirds of the lots (or living units), agree to the recommended changes in the Declaration of Covenants and Restrictions as follows:

(1) Article VII Section 1 (page 8) shall be amended by adding a sentence as follows:

"However, one storage building for the sole purpose of storing association maintenance material may be placed upon the common area at the discretion of the Board of Directors."

(2) Article VII Section 2 (page 8) shall be amended by deleting the word "area" in the first sentence of said Section 2 which is the last word of such sentence.

(3) Article VII Section 5 (page 9) shall be deleted in its entirety and a new Section 5 will be substituted to read as follows:

"No radio, television or other type receiving or transmitting antenna shall be installed on or in the area of any living unit without prior written approval of the Board of Directors of the Association."

(4) Article IX Section 1 (page 10) shall be amended by deleting the words "including roofs" in the fourth line of said section and substituting therefor the words "excluding roofs."

(5) The effective date of such changes shall be Sept 12, 1992, 1992.

HORIZON COUNTRY CLUB TOWNHOUSE ASSOCIATION

Policy Statement:

Effective 9/12/92, the Covenants of the Association will exclude roof repair from exterior maintenance obligations (Article IX). In addition, the 88 - 89 Board of Directors voted on 04/04/89 to allow each owner \$500 per townhouse toward the installation of a new roof.

The following policy pertaining to the amendment and the previous Board's commitment is provided to ensure equitable and consistent administration.

1. Roof maintenance will be the responsibility of the Association until 9/12/92 per Article IX of the Covenants.
2. Roof maintenance is limited to leak repair and does not include full or partial roof replacement.
3. A townhouse owner will be allowed a total of \$500 toward full or partial roof replacement from 6/89 through 9/12/91. Partial replacement is defined as the entire slanted sections or the entire flat sections of the roof. This roofing allowance will be paid to the townhouse owner upon completion of the roofing job and the owner's agreement to release the Association from further roof maintenance responsibility on said townhouse. This agreement will be in the form of a written release.
4. After 9/12/91 until 7/1/94 a townhouse owner will be allowed \$500 toward full roof replacement only. Said allowance will be paid to the townhouse owner upon completion of the full replacement. After 9/12/92, this allowance will apply only to owners of record as of 9/12/92.
5. The Board of Directors will continue to budget funds to meet roof maintenance requirements for fiscal years 1990, 1991, and 1992.
6. Roof replacement allowance payments will be made from the \$30,000 reserve fund set aside for this purpose. Interest earned from the investment of these monies will be reinvested in the fund to meet future obligations through 6/94.

This policy is adopted by the Board of Directors on in the desire to provide equitable administration and meet the responsibility for fiscally sound management.

**DOCUMENTS:**

**DECLARATION OF COVENANTS AND  
RESTRICTIONS SEPT., 1972**

DECLARATION OF COVENANTS AND RESTRICTIONS

KNOW ALL MEN BY THESE PRESENTS:

THAT THIS DECLARATION, made this 15 day of September, 1972, by HORIZON PROPERTIES CORPORATION, hereinafter called Developer.

W I T N E S S E T H :

WHEREAS, Developer is the owner of the real property described in Article II of this declaration and desires to create thereon a residential development with a permanent park, open space and other common facilities for the benefit of the said development; and

WHEREAS, Developer desires to provide for the preservation of the values and amenities in said development and for the maintenance of said park, open space and other common facilities; and, to this end, desires to subject the real property described in Article II to the covenants, restrictions, easements, charges and liens, hereinafter set forth, each and all of which is and are for the benefit of said property and each owner thereof; and

WHEREAS, Developer has deemed it desirable, for the efficient preservation of the values and amenities in said development to create an agency to which should be delegated and assigned the powers of maintaining and administering the community properties and facilities and administering and enforcing the covenants and restrictions and collecting and disbursing the assessments and charges hereinafter created; and

WHEREAS, Developer has incorporated under the laws of the State of Texas, as a non-profit corporation, the HORIZON COUNTRY CLUB TOWNHOUSE ASSOCIATION, INC., for the purpose of exercising the functions aforesaid;

NOW THEREFORE, the Developer declares that the real property described in Article II is and shall be held, transferred, sold, conveyed and occupied subject to the covenants, restrictions, easements, charges and liens (sometimes referred to as "covenants and restrictions") hereinafter set forth.

ARTICLE I

Definitions

Section 1. The following words when used in this Declaration (unless the context shall prohibit) shall have the following meanings:

(a) "Association" shall mean and refer to the Horizon Country Club Townhouse Association, Inc.

(b) "The Properties" shall mean and refer to all such existing properties as are subject to this Declaration under the provisions of Article II, hereof.

(c) "Common Properties" shall mean and refer to those areas of land shown on any recorded subdivision plat of The Properties and intended to be devoted to the common use and enjoyment of the owners of The Properties.

(d) "Lot" shall mean and refer to any plot of land shown upon any recorded subdivision map of The Properties with the exception of Common Properties as heretofore defined.

(e) "Living Unit" shall mean and refer to any portion of a building situated upon The Properties designed and intended for use and occupancy as a residence by a single family.

(f) "Owner" shall mean and refer to the record owner, whether one or more persons or entities, of the fee simple title to any lot or Living Unit situated upon The Properties but, notwithstanding any applicable theory of the mortgage, shall not mean or refer to the mortgagee unless and until such mortgagee has acquired title pursuant to foreclosure or any proceeding in lieu of foreclosure.

(g) "Member" shall mean and refer to all those Owners who are members of the Association as provided in Article III, Section 1, hereof.

## ARTICLE II

### Property Subject to this Declaration

Section 1. Existing Property. The real property which is, and shall be held, transferred, sold, conveyed and occupied subject to this Declaration is located in El Paso County, Texas, and is more particularly described in Exhibit A attached hereto, made a part hereof and incorporated herein by reference, all of which real property shall hereinafter be referred to as "Existing Property".

Section 2. Mergers. Upon a merger or consolidation of the Association with another association as provided in its Articles of Incorporation, its properties, rights and obligations may, by Operation of law, be transferred to another surviving or consolidated association or, alternatively, the properties, rights and obligations of another association may, by operation of law, be added to the properties, rights and obligations of the Association as a surviving corporation pursuant to a merger. The surviving or consolidated association may administer the covenants and restrictions established by this Declaration within the Existing Property together with the covenants and restrictions established upon any other properties as one scheme. No such merger or consolidation, however, shall effect any revocation, change or addition to the covenants established by this Declaration within the Existing Property except as hereinafter provided.



### ARTICLE III

#### Membership and Voting Rights in the Association

Section 1. Membership. Every person or entity who is a record owner of a fee or undivided fee, interest in any Lot (or Living Unit) which is subject by covenants of record to assessment by the Association shall be a member of the Association, provided that any such person or entity who holds such interest merely as a security for the performance of an obligation shall not be a member.

Section 2. Voting Rights. The Association shall have two classes of voting membership:

Class A. Class A members shall be all those owners as defined in Section 1 with the exception of the Developer. Class A members shall be entitled to one vote for each Lot (or Living Unit) in which they hold the interest required for membership by Section 1. When more than one person holds such interest or interests in any Lot (or Living Unit) all such persons shall be members, and the vote for such Lot (or Living Unit) shall be exercised as they among themselves determine, but in no event shall more than one vote be cast with respect to any such Lot (or Living Unit).

Class B. Class B members shall be the Developer. The Class B member shall be entitled to seven votes for each Lot in which it holds the interest required for membership by Section 1, provided that the Class B membership shall cease and become converted to Class A Membership on the happening of any of the following events, whichever occurs earlier:

(a) when the total votes outstanding in the Class A membership equal the total votes outstanding in the Class B membership; or

(b) on January 1, 1974.

From and after the happening of these events, whichever occurs earlier, the Class B member shall be deemed to be a Class A member entitled to one vote for each Lot (or Living Unit) in which it holds the interests required for membership under Section 1.

(For purposes of determining the votes allowed under this Section, when Living Units are counted, the Lot or Lots upon which such Living Units are situated shall not be counted.)

### ARTICLE IV

#### Property Rights in the Common Properties

Section 1. Members' Easements of Enjoyment. Subject to the provisions of Section 3, every Member shall have a right and easement of enjoyment in and to the Common Properties and such easement shall be appurtenant to and shall pass with the title to every Lot (or Living Unit).

Section 2. Title to Common Properties. The Developer may retain the legal title to the Common Properties until such time as it has completed improvements thereon and until such time as, in the opinion of the Developer, the Association is able to maintain the same but, notwithstanding any provision herein the Developer hereby covenants, for itself, its heirs and assigns that it shall convey the Common Properties not later than January 1, 1974.

Section 3. Extent of Members' Easements. The rights and easements of enjoyment created hereby shall be subject to the following:

(a) the right of the Developer and of the Association, in accordance with its Articles and By-Laws, to borrow money for the purpose of improving the Common Properties and in aid thereof to mortgage said properties. In the event of a default upon any such mortgage the lender's rights hereunder shall be limited to a right, after taking possession of such properties, to charge admission and other fees as a condition to continued enjoyment by the members and, if necessary, to open the enjoyment of such properties to a wider public until the mortgage debt is satisfied whereupon the possession of such properties shall be returned to the Association and all rights of the Members hereunder shall be fully restored;

(b) the right of the Association to take such steps as are reasonably necessary to protect the above described properties against foreclosure;

(c) The right of the Association, as provided in its Articles, and By-Laws, 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 (30) days for any infraction of its published rules and regulations; and

(d) easements over and across the common areas for the installation and maintenance of water, sewer, electricity, gas, telephone or other utilities. Once the underground lines are installed, said easements to be forever fixed at a width of eight (8) feet (four (4) feet on either side of the center line of the installed utility).

#### ARTICLE V

##### Covenant for Maintenance Assessments

Section 1. Creation of the Lien and Personal Obligation of Assessments. The Developer for each Lot (and Living Unit) owned by him with the Properties hereby covenants and each Owner of any Lot (or Living Unit) by acceptance of a deed therefor, whether or not it shall be so expressed in any such deed or other conveyance, be deemed to covenant and agree to pay to the Association: (1) annual assessments or charges; (2) special assessments for capital improvements, such assessments to be fixed, established, and collected from time to time as hereinafter provided. The annual and special assessments, together with such interest thereon

and costs of collection thereof as hereinafter provided, shall be a charge on the land and shall be a continuing lien upon the property against which each such assessment is made. Each such assessment, together with such interest thereon and cost of collection thereof as hereinafter provided, shall also be the personal obligation of the person who was the Owner of such property at the time when the assessment fell due.

Section 2. Purpose of Assessments. The assessments levied by the Association shall be used exclusively for the purpose of promoting the recreation, health, safety and welfare of the residents in The Properties and in particular for the improvement and maintenance of properties, services, and facilities devoted to this purpose and related to the use and enjoyment of the Common Properties.

Section 3. Basis and Maximum of Annual Assessments. Until the year beginning January, 1977, the annual assessment shall be Three Hundred (\$300.00) Dollars per Lot on which there is a completed Living Unit. From and after January 1, 1977, the annual assessment may be increased by vote of the Members, as hereinafter provided, for the next succeeding three years and at the end of each such period of three years for each succeeding period of three years.

The Board of Directors of the Association may, after consideration of current maintenance costs and future needs of the Association, fix the actual assessment for any year at a lesser amount.

Section 4. Special Assessments for Capital Improvements. In addition to the annual assessments authorized by Section 3 hereof, the Association may levy in any assessment year a special assessment, applicable to that year only, for the purpose of defraying, in whole or in part, the cost of any construction or reconstruction, unexpected repair or replacement of a described capital improvement upon the Common Properties provided that any such assessment shall have the assent of two-thirds of the votes of each class of Members who are voting in person or by proxy at a meeting duly called for this purpose, written notice of which shall be sent to all Members at least thirty (30) days in advance and shall set forth the purpose of the meeting.

Section 5. Change in Basis and Maximum of Annual Assessments. Subject to the limitations of Section 3 hereof, and for the periods therein specified, the Association may change the maximum and basis of the assessments fixed by Section 3 hereof prospectively for any such period provided that any such change shall have the assent of two-thirds of the votes of each class of Members who are voting in person or by proxy, at a meeting duly called for this purpose, written notice of which shall be sent to all Members at least thirty (30) days in advance and shall set forth the purpose of the meeting, provided further that the limitations of Section 3 hereof shall not apply to any change in the maximum and basis of the assessments undertaken as an incident to a merger or consolidation in which the Association is authorized to participate under its Articles of Incorporation and under Article II, Section 2 hereof.

Section 6. Quorum for Any Action Authorized Under Sections 4 and 5. The quorum required for any action authorized by Section 4 and 5 hereof shall be as follows: At the first meeting called, as provided in Sections 4 and 5 hereof, the presence at the meeting of Members, or of proxies, entitled to cast sixty (60) per cent of all the votes of each class of membership shall constitute a quorum. If the required quorum is not forthcoming at any meeting, another meeting may be called, subject to the notice requirement set forth in Sections 4 and 5, and the required quorum at any such subsequent meeting shall be one-half of the required quorum at the preceding meeting, provided that no such subsequent meeting shall be held more than sixty (60) days following the preceding meeting.

Section 7. Date of Commencement of Annual Assessments: Due Dates. The annual assessments provided for herein shall commence on the date (which shall be the first day of a month) fixed by the Board of Directors of the Association to be the date of commencement.

The first annual assessments shall be made for the balance of the calendar year and shall become due and payable on the day fixed for commencement. The assessments for any year, after the first year, shall become due and payable on the first day of March of said year.

The amount of the annual assessment which may be levied for the balance remaining in the first year of assessment shall be an amount which bears the same relationship to the annual assessment provided for in Section 3 hereof as the remaining number of months in that year bear to twelve. The same reduction in the amount of the assessment shall apply to the first assessment levied against any property which is hereafter added to the properties now subject to assessment at a time other than the beginning of any assessment period.

The due date of any special assessment under Section 4 hereof shall be fixed in the resolution authorizing such assessment.

Section 8. Duties of the Board of Directors. The Board of Directors of the Association shall fix the date of commencement and the amount of the assessment against each Lot (or Living Unit) for each assessment period of at least thirty (30) days in advance of such date or period and shall, at that time, prepare a roster of the properties and assessments applicable thereof which shall be kept in the office of the Association and shall be open to inspection by any Owner.

Written notice of the assessment shall thereupon be sent to every Owner subject thereto.

The Association shall upon demand at any time furnish to any Owner liable for said assessment a certificate in writing signed by an officer of the Association, setting forth whether said assessment has been paid. Such certificate shall be conclusive evidence of payment of any assessment therein stated to have been paid.

Section 9. Effect of Non-payment of Assessment: The Personal Obligation of the Owner; the Lien; Remedies of Association. If the assessments are not paid on the date when due (being the dates specified in Section 7 hereof), then such assessment shall become delinquent and shall, together with such interest thereon and cost of collection thereof as hereinafter provided, thereupon become a continuing lien on the property which shall bind such property in the hands of the then Owner, his heirs, devisees, personal representative and assigns. The personal obligation of the then Owner to pay such assessment, however, shall remain his personal obligation for the statutory period and shall not pass to his successors in title unless expressly assumed by them.

If the assessment is not paid within thirty (30) days after the delinquency date, the assessment shall bear interest from the date of delinquency at the rate of eight (8) per cent per annum, and the Association may bring an action at law against the Owner personally obligated to pay the same or to foreclose the lien against the property, and there shall be added to the amount of such assessment the costs of preparing and filing the petition in such action, and in the event a judgment is obtained, such judgment shall include interest on the assessment as above provided and a reasonable attorney's fee to be fixed by the court together with the costs of the action.

Section 10. Subordination of the Lien to Mortgages. The lien of the assessments provided for herein shall be subordinate to the lien of any mortgage or mortgages now or hereafter placed upon the properties subject to assessment; provided, however, that such subordination shall apply only to the assessments which have become due and payable prior to a sale or transfer of such property pursuant to a decree of foreclosure, or any other proceeding in lieu of foreclosure. Such sale or transfer shall not relieve such property from liability for any assessments thereafter becoming due, nor from the lien of any such subsequent assessment.

Section 11. Exempt Property. The following property subject to this Declaration shall be exempted from the assessments, charge and lien created herein: (a) all properties to the extent of any easement or other interest therein dedicated and accepted by the local public authority and devoted to public use; (b) all Common Properties as defined in Article I, Section 1 hereof; (c) all properties exempted from taxation by the laws of the State of Texas, upon the terms and to the extent of such legal exemption.

Notwithstanding any provisions herein, no land or improvements devoted to dwelling use shall be exempt from said assessments, charges or liens.

## ARTICLE VI

### Party Walls

Section 1. General Rules of Law to Apply. Each wall which is built as part of the original construction of the homes upon The Properties and placed on the dividing line between the Lots shall constitute a

party wall, and to the extent not inconsistent with the provisions of this Article, the general rules of law regarding party walls and of liability for property damage due to negligent or willful act or omissions shall apply thereto.

Section 2. 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.

Section 3. Destruction by Fire or Other Casualty. If a party wall is destroyed or damaged by fire or other casualty, any Owner who has used the wall may restore it, and if the other Owners thereafter make use of the wall, they shall contribute to the cost of restoration thereof in proportion to such use without prejudice, however, to the right of any such Owners to call for a larger contribution from the others under any rule of law regarding liability for negligent or willful acts or omissions.

Section 4. Weatherproofing. Notwithstanding any other provision of this Article, an Owner who by his negligent or willful act causes the party wall to be exposed to the elements shall bear the whole cost of furnishing the necessary protection against such elements.

Section 5. Right to Contribution Runs with Land. The right of any Owner to contribution from any other Owner under this Article shall be appurtenant to the land and shall pass to such Owner's successors in title.

Section 6. Arbitration. In the event of any dispute arising concerning a party wall, or under the provisions of this Article, each party shall choose one arbitrator, and such arbitrators shall choose one additional arbitrator, and the decision of a majority of all the arbitrators shall be final and conclusive of the question involved.

## ARTICLE VII

### Protective Covenants

Section 1. No buildings or structures other than a single family living unit, with or without carports either attached or detached, shall be built on any parcel. No structure of a temporary character, trailer, basement, tent, shack, garage, barn or outbuilding shall be constructed or placed on the premises at any time.

Section 2. No animals or fowl other than household pets, limited to not more than two dogs or cats, may be kept on the premises and must be kept confined to the individual residence and patio area. This shall not be deemed to prohibit the normal exercising or walking of any pet while under the direct control of a responsible party.

Section 3. No advertising signs (except one of not more than five square feet "for rent" or "for sale" sign per parcel), billboards,

unsightly objects or nuisances shall be erected, placed or permitted to remain on the premises, nor shall the premises be used in any way or for any purpose which may endanger the health or unreasonably disturb the owner of any Living Unit or any resident thereof. Further, no business activities of any kind whatever shall be conducted in any building or in any portion of the premises. Provided, further, however, that the foregoing covenant shall not apply to the business activities, signs and billboards, or the construction and maintenance of buildings, if any, of the Developer, its agents and assigns during the construction and sale period.

Section 4. All clotheslines, equipment, garbage cans, service yards, wood or storage piles shall be kept screened by adequate planting or fencing so as to conceal them from view of neighboring Living Units and streets. All rubbish, trash or garbage shall be regularly removed from the premises and shall not be allowed to accumulate thereon.

Section 5. No radio, television or other type receiving or transmitting antenna shall be installed or affixed to the Living Unit except on the flat roofed parapet portion thereof.

Section 6. These covenants shall be binding upon the heirs and assigns of each and every owner.

Section 7. No owner shall do any act or perform any work that will impair the structural soundness or integrity of the Living Unit or interfere with the use of any easement, nor shall he do any act nor allow any condition to exist which will adversely affect the other Living Units or their owners.

Section 8. The singular wherever used herein shall be construed to mean the plural when applicable and the necessary grammatical changes required to make the provisions hereof apply either to corporations or individuals, men or women, shall in all cases be assumed as though in each case fully expressed.

#### ARTICLE VIII

##### Architectural Control Committee

Section 1. Review by Committee. No building, fence, wall or other structure shall be commenced, erected or maintained upon The Properties, not shall any exterior addition to or change or alteration therein be made until the plans and specifications showing the nature, kind, shape, height, materials, and location of the same shall have been submitted to and approved in writing as to harmony or external design and location in relation to surrounding structures and topography by the Board of Directors of the Association, or by an architectural committee composed of three (3) or more representatives appointed by the Board. In the event said board, or its designated committee, fail to approve or disapprove such design and location within thirty (30)

days after said plans and specifications have been submitted to it, or in any event, if no suit to enjoin the addition, alteration or change has been commenced prior to the completion thereof, approval will not be required and this Article will be deemed to have been fully complied with.

#### ARTICLE IX

##### Exterior Maintenance

Section 1. In addition to maintenance upon the Common Area, the Association shall provide exterior maintenance upon each Lot which is subject to assessment hereunder, as follows: paint, repair or maintain exterior building surfaces (including roofs), trees, shrubs, grass, walks, and other exterior improvements outside the patio walls. Such exterior maintenance shall not include glass surfaces, gutters or downspouts.

In the event that the need for maintenance or repair is caused through the willful or negligent act of the Owner, his family, or guests, or invitees, the cost of such maintenance or repairs shall be added to and become a part of the assessment to which such lot is subject.

#### ARTICLE X

##### General Provisions

Section 1. Duration. 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 The Association, or the Owner of any land subject to this Declaration, their respective legal representatives, heirs, successors, and assigns, for a term of twenty (20) years from the date this Declaration is recorded, after which time said covenants shall be automatically extended for successive periods of ten (10) years unless an instrument signed by the then Owners of two-thirds of the Lots (or Living Units) has been recorded, agreeing to change said covenants and restrictions in whole or in part. (For purposes of meeting the two-thirds requirement, when Living Units are counted, the Lot or Lots upon which such Living Units are situated shall not be counted.) Provided, however, that no such agreement to change shall be effective unless made and recorded three (3) years in advance of the effective date of such change, and unless written notice of the proposed agreement is sent to every Owner at least ninety (90) days in advance of any action taken.

Section 2. Notices. Any notice required to be sent to any Member or Owner under the provisions of this Declaration shall be deemed to have been properly sent when mailed, postpaid, to the last known address of the person who appears as Member or Owner on the records of the Association at the time of such mailing.

Section 3. Enforcement. Enforcement of these covenants and restrictions shall be by any proceeding at law or in equity against any person or persons violating 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; and 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 to do so thereafter.



Section 4. Severability. Invalidation of any one of these covenants or restrictions by Judgment or court order shall in no wise affect any other provisions which shall remain in full force and effect.

IN WITNESS WHEREOF, HORIZON PROPERTIES CORPORATION, a Delaware corporation, has caused these presents to be executed on \_\_\_\_\_ day of \_\_\_\_\_, 19\_\_.

HORIZON PROPERTIES CORPORATION

ATTEST:

By /s/ L. E. Steele  
Vice President

/s/ Helen M. Kettlebut  
Assistant Secretary

STATE OF ARIZONA)

) ss

COUNTY OF PIMA )

Before me, the undersigned authority, in and for said county and state, on this day personally appeared L. E. STEELE, Vice President of Horizon Properties Corporation, known to me to be the person whose name is subscribed to the foregoing instrument, and acknowledged to me that he executed the same as Vice President of said corporation, and as the act and deed of said corporation and for the purposes and consideration therein expressed.

Given under my hand and seal of office this 3 day of April, 19 72.

/s/ Charlene Liddington  
Notary Public

EXHIBIT "A"

All of Horizon Country Club Townhouses Unit No. 1, being a second replat of Lot 43 of Block 28 of Horizon Heights Unit 4, El Paso County, Texas, a subdivision in El Paso County according to the plat thereof of record in the Office of the El Paso County Clerk in Volume 38 of the Deed Records, Page 16, thereof.

Doc# 20150039713  
#Pages 15 #Fpages 1  
6/11/2015 2:51:25 PM  
Filed & Recorded in  
Official Records of  
El Paso County  
Dalia Briones  
County Clerk  
Fees \$82.00

161

I hereby certify that this instrument was filed on the date and time stamped  
hereon by me and was duly recorded by document number in the Official  
Public Records of Real Property in El Paso County.



EL PASO COUNTY, TEXAS

*Dalia Briones*

3

**DOCUMENTS:**

**COVENANTS AND RESTRICTIONS  
BYLAWS Jan., 1973**

# HORIZON COUNTRY CLUB TOWNHOUSE ASSOCIATION, INC.

## BY-LAWS

### ARTICLE I - DEFINITIONS

#### Section 1:

The following words when used in these by-laws (unless the context shall prohibit ) shall have the following meanings;

- a. "Association" shall mean and refer to the Horizon Country Club Townhouse Association.
- b. "The Properties" shall mean and refer to all such existing properties as are subject to the Declaration for Horizon Country Club Townhouse Association under the provisions of Article II thereof.
- c. "Common Properties" shall mean and refer to those areas of land shown on any recorded subdivision plat of the properties and intended to be devoted to the common use and enjoyment of the owners of the properties.
- d. "Lot" shall mean and refer to any plot of land shown upon any recorded subdivision map of the properties with the exception of common properties as heretofore defined.
- e. "Living Unit" shall mean and refer to any portion of a building situated upon the properties designed and intended for use and occupancy as a residence by a single family.
- f. "Owner" shall mean and refer to the record owner whether one or more persons or entities, of the fee simple title to any lot or living unit situated upon the properties but, notwithstanding any applicable theory of the mortgage, shall not mean or refer to the mortgagee unless and until such mortgagee has acquired title pursuant to foreclosure to any proceeding in lieu of foreclosure.

### ARTICLE II - LOCATION

#### Section 1:

The principle office of the Association shall be located at the registered legal address.

## ARTICLE III - MEMBERSHIP

### Section 1:

Every person or entity who is a record owner of a fee or undivided fee, interest in any lot (or living unit) which is subject by the covenants of record to assessment by the Association shall be a member of the Association, provided that any such person or entity who holds such interest merely as a security for the performance of an obligation shall not be a member.

### Section 2:

The rights of membership are subject to the payment of annual and special assessments levied by the Association, the obligation of which assessments is imposed against each owner of and becomes a lien upon the property against which such assessments are made as provided by Article V of the Declaration of Covenants and Restrictions to which the properties are subject and recorded in Volume 38, pages 16-16C, Deed Records of El Paso County, Texas, and which is made a part hereof.

### Section 3:

The membership rights of any person whose interest in the properties is subject to assessments under Article III, Section 2, whether or not he be personally obligated to pay such assessments, may be suspended by action of the Directors during the period when the assessments remain unpaid; but, upon payment of such assessments, his rights and privileges shall be automatically restored. If the Directors have adopted and published rules and regulations governing the use of common properties and facilities, and the personal conduct of any person thereon, as provided in Article IX, Section 1, they may, in their discretion, suspend the rights of any such person for violation of such rules and regulations for period not to exceed thirty (30) days.

### Section 4: (Approval voted by shareholders at a General Meeting on May 4th, 1977)

The Rights of Membership are subject to each individual member of the Association maintaining insurance on his Townhouse Unit for fire and extended coverage in accordance with Texas State Homeowners and Extended Coverage policies. Should such member fail to maintain such insurance and the roof of the Townhouse Unit or the exterior wall of the Townhouse Unit is damaged in some manner or by some event that would normally be covered by such insurance were it in force, then the Townhouse Association shall have no responsibility whatsoever for the repair and/or replacement of the roof or exterior wall of the unit and the member shall be responsible completely for said repair. However, should it become necessary for the Townhouse Association to incur expense for the purpose of repairing a roof or exterior wall so that such damaged roof or exterior wall does not effect a member in good standing with this Townhouse /Association, and such expense is incurred because of the failure of a member to maintain insurance as provided for in this section, then that member shall be assessed for all

costs incurred in the repair of said roof and/or exterior wall. The Townhouse Association shall be authorized to pursue all civil actions necessary to collect said assessment against said member.

#### ARTICLE IV - VOTING RIGHTS

Section 1: (Approval voted by shareholders at a General Meeting on 5 April, 1988)

The Association shall have one (1) class of voting membership;

CLASS A: To be known as "Members", shall be all those owners as defined in Section 1, Article III. Members shall be entitled to one (1) vote per each lot (or living unit) in which they hold the interest required for membership by Section 1, Article III. When more than one person holds such interest or interests in any one lot (or living unit), all such persons shall be members. and the vote for such lot (or living unit) shall be exercised as they among themselves determine, but in no event shall more than one (1) vote be cast with respect to such lot (or living unit).

#### ARTICLE V - PROPERTY RIGHTS AND RIGHTS OF ENJOYMENT OF COMMON PROPERTIES

Section 1:

Each member shall be entitled to the use and enjoyment of the common properties and facilities as provided by deed of dedication and Article IV, Declaration of Covenants applicable to the properties.

Section 2:

Any member may delegate his rights of enjoyment in the common properties and facilities to the members of his family who reside upon the properties or to any of his tenants who reside thereon under a leasehold interest. Such member shall notify the Secretary, in writing, of the name of any such person and of the relationship of the member to such person. The rights and privileges of such person are subject to suspension under Article III, Section 3, to the same extent as those of the member.

#### ARTICLE VI - ASSOCIATION PURPOSES AND POWERS

Section 1:

The purpose or purposes for which the Association has been organized is to promote and develop the common good and social welfare of the people of the community of Horizon

Country Club Townhouses and its environs; Horizon Country Club Townhouses being defined as the community to be developed on all or a portion of that tract of land in El Paso county, Texas, presently consisting of 11.430 acres of land more or less, the fee of which is presently owned by Horizon Properties Corporation, a Delaware Corporation, and more particularly described as follows:

All of Horizon Country Club Townhouses Unit No 1, being a second replat of Lot 43 of Block 28 of Horizon Heights Unit 4, El Paso County, Texas, a subdivision in El Paso County according to the plat thereof of record in the Office of the El Paso County Clerk in volume 38 of the Deed of Records on pages 16-16C thereof.

and such additions thereto as may hereafter be brought within the jurisdiction of this Association by annexation as provided in Article 7 of the Articles of Incorporation.

Without limiting the foregoing general statements of purposes, the Association shall have the following specific purposes:

- a. Own, acquire, build, operate, and maintain recreation parks, playgrounds, swimming pools, commons, streets, footways, including building, structures, personal properties incident thereto, hereinafter referred to as "the common properties and facilities";
- b. Provide exterior maintenance for the lots and homes within the properties;
- c. Provide garbage and trash collection;
- d. Maintain unkempt lands and trees;
- e. Supplement municipal services;
- f. Fix assessments (or charges) to be levied against the properties;
- g. Enforce any and all covenants, restrictions and agreements applicable to the properties;
- h. Pay taxes, if any, on the common properties and facilities; and,
- i. Insofar as permitted by law, to do any other thing that, in the opinion of the Board of Directors, will promote the common benefit and enjoyment of the residents of the properties.

#### Section 2:

Additions to Properties and Membership; Additions to the properties described in section 1 may be made only in accordance with the provisions of the recorded covenants and restrictions applicable to said properties. Such additions, when properly made under the



applicable covenants, shall extend the jurisdiction, functions, duties, and membership of this Association to such properties. Where the applicable covenants require that certain additions be approved by this Association, such approval must have the assent of two-thirds of the votes of the members who are voting in person or by proxy at a meeting duly called for this purpose, written notice of which shall be mailed to all members at least thirty (30) days in advance and shall set forth the purpose of the meeting.

Section 3:

Mergers and Consolidations; Subject to the provision of the recorded covenants and restrictions applicable to the properties described in Section 1, and to the extent permitted by law, the Association may participate in mergers and consolidations with other non-profit corporations organized for the same purposes, provided that any such merger or consolidation shall have the assent of two-thirds of the votes of members who are voting in person or by proxy at a meeting duly called for this purpose, written notice of which, shall be mailed to all members at least thirty (30) days in advance and shall set forth the purpose of the meeting.

Section 4:

Mortgages, Other Indebtedness; The Association shall have power to mortgage its properties only to the extent authorized under the recorded covenants and restrictions applicable to said properties.

The total debts of the Association including the principal amount of such mortgages, outstanding at any time, shall not exceed the total of two (2) years' assessment current at that time, provided that authority to exceed said maximum in any particular case may be given by an affirmative vote of two-thirds of the votes of the members who are voting in person or by proxy at a meeting duly called for this purpose, written notice of which shall be mailed to all members at least thirty (30) days in advance and shall set forth the purpose of the meeting.

Section 5:

Dedication of Properties or transfer of function to Public Agency or Utility; The Association shall have power to dispose of its real properties only as authorized under the recorded covenants and restrictions applicable to said properties.

## ARTICLE VII - BOARD OF DIRECTORS

Section 1:

The affairs of the Association shall be managed by a Board of nine (9) Directors who need not be members of the Association. The initial Board of Directors shall consist of nine (9) Directors who shall hold office until the selection of their successors for the terms stated in Article 17 of the Articles of Incorporation. Beginning with the first annual meeting to be held

during the month of September, 1973, the members, at each annual meeting, shall elect three (3) Directors each for a term of three (3) years.

Section 2:

Vacancies in the Board of Directors shall be filled by the majority of the remaining Directors, any such appointed Director to hold office until his successor is elected by the members, who may make such election at the next annual meeting of the members or at any special meeting duly called for that purpose.

ARTICLE VIII - ELECTION OF DIRECTORS; NOMINATING COMMITTEE; ELECTION COMMITTEE

Section 1:

Election to the Board of Directors shall be by written ballot as hereinafter provided. At such election, the members or their proxy may cast, in respect of each vacancy, as many votes as they are entitled to exercise under the provisions of the recorded covenants applicable to the properties. The names receiving the largest number of votes shall be elected.

Section 2:

Nominations for elections to the Board of Directors shall be made by a Nominating Committee which shall be one of the standing committees of the Association.

Section 3:

The Nominating Committee shall consist of a Chairman, who shall be a member of the Board of Directors, and two (2) or more members of the Association. The Nominating Committee shall be appointed by the Board of Directors prior to each annual meeting of the members, to serve from the close of such annual meeting until the close of the next annual meeting and such appointment shall be announced at each annual meeting.

Section 4:

The Nominating Committee shall make as many nominations for election to the Board of Directors as it shall in its discretion determine, but not less than the number of vacancies that are to be filled. Such nominations may be made from among members or non-members, as the Committee in its discretion shall determine, provided that the Committee shall seek suggestions from all corporate Mortgage lenders who hold home mortgages within the properties and shall so exercise its discretion in the matter of nominations that there shall be, at all times, at least one member of the Board of Directors who represents the interests of such mortgage lenders. Nominations shall be placed on a written ballot as provided in Section 5 and shall be made in advance of the time fixed in Section 5 for the mailing of such ballots to the members.

Section 5:

All elections to the Board of Directors shall be made on written ballot which shall; (a) Describe the vacancy to be filled; (b) Set forth the names of those nominated by the Nominating Committee for each vacancy; and (c) Contain a space for a write-in vote by the members for each vacancy. Such ballot shall be prepared and mailed by the Secretary to the members at least fourteen (14) days in advance of the date set forth therein for a return (which shall be a date not later than the day before the annual meeting or special meeting called for elections).

Section 6: (Amendment approval voted by shareholders at a General Meeting on 5 April, 1988)

Each member shall receive as many ballots as he has votes. Notwithstanding that a member may be entitled to several votes, he shall exercise on any one ballot only one (1) vote for each vacancy shown thereon. The completed ballots shall be returned to the Secretary at the registered legal address.

Section 7:

Upon receipt of each return, the Secretary shall immediately place it in a safe place until the day set for the annual meeting or other special meeting at which the elections are to be held. On that day the "Ballot" shall be turned over to an Election Committee which shall consist of five (5) members appointed by the Board of Directors. The Election Committee shall then adopt a procedure which shall;

- a. Establish that the number of "ballots" correspond to the number of votes allowed to the member or his proxy; and,
- b. That the signature of the member or his proxy on the "ballot" is genuine; and,
- c. If the vote is by proxy, that a proxy has been filed with the Secretary as provided in Article XIV, Section 2, and that such proxy is valid.

ARTICLE IX - POWERS AND DUTIES OF THE BOARD OF DIRECTORS

Section 1:

The Board of Directors shall have power;

- a. To call special meetings of the members whenever it deems necessary and it shall call a meeting at any time upon written request of one-fourth of the voting membership, as provided in Article XIII, Section 2.

b. To appoint and remove at pleasure all officers, agents and employees of the Association, prescribe their duties, fix their compensation, and require of them such security or fidelity bond as it may deem expedient. Nothing contained in these by-laws shall be construed to prohibit the employment of any member, officer or Director of the Association in any capacity whatsoever.

c. To establish, levy and assess, and collect the assessments or charges referred to in Article III, Section 2.

d. To adopt and publish rules and regulations governing the use of common properties and facilities and the personal conduct of the members and their guests thereon.

e. To exercise for the Association all powers, duties and authority vested in or delegated to this Association, except those reserved to the meeting or to members in the covenants.

f. In the event that any member of the Board of Directors of this Association shall be absent from three (3) consecutive regular meeting of the Board of Directors, the Board may by action taken at the meeting during which said third absence occurs, declare the office of said absent Director to be vacant.

Section 2:

It shall be the duty of the Board of Directors;

a. To cause to be kept a complete record of all its acts and corporate affairs and to present a statement thereof to the members at the annual meeting of the members or at any special meeting when such is requested in writing by one-fourth of the voting membership, as provided in Article XIII, Section 2.

b. To supervise all officers, agents and employees of this Association, and to see that their duties are properly performed.

c. As more fully provided in Article V of the Declaration of Covenants applicable to the properties;

(1) To fix the amount of assessments against each lot for each assessment period at least thirty (30) days in advance of such date or period and, at the same time;

(2) To prepare a roster of the properties and assessments applicable thereto which shall be kept in the office of the Association and shall be open to inspection by any member, and, at the same time;

(3) To send a written notice of each assessment to every owner subject thereto.

d. To issue, or cause an appropriate officer to issue, upon demand by any person, a certificate setting forth whether any assessment has been paid. Such certificate shall be conclusive evidence of any assessment therein stated to have been paid.

## ARTICLE X - DIRECTORS' MEETING

### Section 1:

A regular meeting of the Board of Directors shall be held on the first Tuesday of each month at 7:00 o'clock p.m. provided that the Board of Directors may, by resolution, change the day and hour of holding such regular meeting.

### Section 2:

Notice of such regular meeting is hereby dispensed with. If the day of a regular meeting should fall on a holiday, the meeting shall be held at the same hour on the first day following which is not a holiday, and no notice thereof need be given.

### Section 3:

Special meetings of the Board of Directors shall be held when called by any officer of the Association or by any two (2) Directors after not less than three (3) days notice to each Director.

### Section 4:

The transaction of any business at any meeting of the Board of Directors, however called and noticed, or wherever held, shall be as valid as though made at a meeting duly held after regular call and notice if a quorum is present and, if either before or after the meeting, each of the Directors not present signs a written waiver of notice, or a consent to the holding of such meeting, or an approval of the minutes thereof. All such waivers, consents or approvals shall be filed with the corporate records and made a part of the minutes of the meeting.

### Section 5:

The majority of the Board of Directors shall constitute a quorum thereof.

## ARTICLE XI - OFFICERS

### Section 1:

The officers shall be a president, a vice president, a secretary, and a treasurer. The president and vice president shall be members of the Board of Directors.

Section 2:

The officers shall be chosen by majority vote of the Directors.

Section 3:

All officers shall hold office during the pleasure of the Board of Directors.

Section 4:

The president shall preside at all meeting of the Board of Directors, shall see that orders and resolutions of the Board of Directors are carried out and signs all notes, checks, leases, mortgages, deeds, and all other written instruments.

Section 5:

The vice president shall perform all duties of the president in his absence.

Section 6:

The Secretary shall be ex-officio of the Board of Directors. The Secretary shall record the votes and keep minutes of all proceedings in a book to be kept for the purpose. He shall sign all certificates of membership. He shall keep the records of the Association. He shall record in a book kept for that purpose the names of all members of the Association together with their address as registered by such members (see Article XIII, Section 3).

Section 7:

The Treasurer shall receive and deposit in appropriate bank accounts all monies of the Association and shall disburse such funds as directed by resolution of the Board of Directors, provided however, that a resolution of the Board of Directors shall not be necessary for disbursements made in the ordinary course of business conducted within the limits of a budget adopted by the Board. The Treasurer shall sign all checks and notes of the Association, provided that such checks and notes shall also be signed by the president or the vice president or designated Board member.

Section 8: (Amendment approved by the General Membership, 5 September, 1979)

The Treasurer shall keep proper books of account. With the approval of the Board of Directors, the Audit Committee shall select a Certified Public Accountant to prepare audited financial statements and tax returns. The audited financial statements shall be mailed to the general membership. The budget shall be presented to the membership at its regular annual meeting.

## ARTICLE XII - COMMITTEES

### Section 1:

The Standing Committees of the Association shall be:

The Nominations Committee  
The Recreation Committee  
The Maintenance Committee  
The Architectural Committee  
The Publicity Committee  
The Audit Committee

Unless otherwise provided herein, each committee shall consist of a chairman and two or more members and shall include a member of the Board of Directors for Board contact. The Committees shall be appointed by the Board of Directors prior to each annual meeting to serve from the close of such annual meeting until the close of the next annual meeting and such appointment shall be announced at each such annual meeting. The Board of Directors may appoint such other committees as it deems desirable.

### Section 2:

The Nominating Committee shall have the duties and functions described in Article VIII.

### Section 3:

The Recreation Committee shall advise the Board of Directors on all matters pertaining to the recreational program and activities of the Association and shall perform such other functions as the Board, in its discretion, determine.

### Section 4:

The Maintenance Committee shall advise the Board of Directors on all matters pertaining to the maintenance, repair or improvement of the common properties and facilities of the Association, and shall perform such other functions as the Board, in its discretion, determines.

### Section 5:

The Architectural Control Committee shall have the duties and functions described in Article VII, Declaration of Covenants and Restrictions applicable to the properties. It shall watch for any proposals, programs, or activities which may adversely affect the residential value of the properties and shall advise the Board of Directors regarding Association action on such matters.

Section 6:

The Publicity Committee shall inform the members of all activities and functions of the Association and shall, after consulting with the Board of Directors, make such public releases and announcements as are in the best interests of the Association.

Section 7:

The Audit Committee shall supervise the annual audit of the Association's books and approve the annual budget and balance sheet statement to be presented to the membership at its regular annual meeting as provided in Article XI, Section 8. The Treasurer shall be an ex-officio member of the committee.

Section 8:

With the exception of the Nominations Committee and the Architectural Committee (but then only as to those functions that are governed by Article VII, Declaration of Covenants and Restrictions applicable to the properties), each committee shall have power to appoint a subcommittee from among its membership and may delegate to any such subcommittee any of its powers, duties and functions.

Section 9:

It shall be the duty of each committee to receive complaints from members on any matter involving Association functions, duties, and activities within its field of responsibility. It shall dispose of such complaints as it deems appropriate or refer them to such other committee, director or officer of the Association as is further concerned with the matter presented.

### ARTICLE XIII - MEETING OF MEMBERS

Section 1: (Amendment approved by the General Membership, September 5, 1979)

The regular annual meeting of the membership shall be held on the first Wednesday of September in each year at 7:30 p.m. If the day for the regular meeting of the members shall fall on a holiday, the meeting will be held on the first day following which is not a holiday.

Section 2:

Special meetings of the members for any purpose may be called at any time by the president, the vice president, the Secretary or treasurer, or by any two or more members of the Board of Directors, or upon written request of the members who have a right to vote one-fourth of all votes of the entire membership or who have a right to vote one-fourth of the votes of the Class A membership.



ARTICLE XV - BOOKS AND PAPERS

Section 1:

The books, records, and papers of the Association shall at all times, during reasonable business hours, be subject to the inspection of any members.

ARTICLE XVI - CORPORATE SEAL

Section 1:

The Association shall have a seal in circular form having within its circumference the words: Horizon Country Club Townhouse Association, Inc.

ARTICLE XVII - AMENDMENTS

Section 1:

These by-laws may be amended, at a regular or special meeting of the members, by a vote of a majority of a quorum of the membership present in person or by proxy, provided that those provisions of these By-Laws which are governed by the Articles of Incorporation of this Association may not be amended except as provided in the Articles of Incorporation or applicable law and provided further that any matter stated herein to be or which is in fact governed by the Covenants and Restrictions applicable to the properties may not be amended except as provided in such Covenants and Restrictions.

Section 2:

In the case of any conflict between the Articles of Incorporation and these by-laws, the Articles shall control; and in case of any conflict between the Covenants and Restrictions applicable to the properties referred to in Section 1 and these by-laws, the Covenants and Restrictions shall control.

IN WITNESS WHEREOF, we, being all of the Directors of the Horizon Country Club Townhouse Association, have hereunto set our hands this 29th day of January, 1973.

s/s LaMar Hanson  
s/s Robert Neff  
s/s Walter E. Clarke

s/s James Quillin  
s/s James Stendebach  
s/s Lanny Roberts

s/s Johnny Martin  
s/s Donald Green  
s/s Thomas Diamond

Section 3:

Notice of any meeting shall be given to the members by the Secretary. Notice may be given to the member either personally, or by sending a copy of the notice through the mail, postage thereon fully prepaid to his address appearing on the books of the Association. Each member shall register his address with the Secretary, and notices of meetings shall be mailed to him at such address. Notice of any meeting regular or special shall be mailed at least six (6) days in advance of the meeting and shall set forth in general the nature of the business to be transacted, provided however, that if the business of any meeting shall involve an election governed by Article VIII or any action governed by the Articles of Incorporation or by the Covenants applicable to the properties, notice of such meeting shall be given or sent as therein provided.

Section 4:

The presence at the meeting of members entitled to cast, or of proxies entitled to cast, one-tenth of the votes of membership shall constitute a quorum for any action governed by these by-laws. Any action governed by the Articles of Incorporation or by the Covenants applicable to the properties shall require a quorum as therein provided.

ARTICLE XIV - PROXIES

Section 1:

At all corporate meetings of members, each member may vote in person or by proxy.

Section 2:

All proxies shall be in writing and filed with the Secretary. No proxy shall be extended beyond a period of eleven (11) months, and every proxy shall automatically cease upon sale by the member of his home or other interest in the properties.

**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.

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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.

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

## 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.

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

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.

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

## **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](http://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](http://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

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## 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 there of 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'.



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## **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.

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## RECREATIONAL 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.

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### 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

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## 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.

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- 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 Department .....915-852-3204  
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  
Permits .....915-852-1005

## Contact the HCCTHA Board - [www.hcctha.com](http://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.**

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**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](http://www.hcctha.com)

2/27/2023