

MAEGIN COVE / RAINBOW RIDGE PROPERTY OWNERS ASSOCIATION, INC.**DECLARATION OF COVENANTS, CONDITIONS AND RESTRICTIONS****AS AMENDED AND RESTATED DATED JUNE 01, 2017**

The following Declaration of Covenants, Conditions and Restrictions (hereinafter referred to as "Declarations") shall apply in addition to those Covenants, Conditions, Restrictions, Rules and Regulations authorized by: a) the City of Tyler in Section 19, Article VI - Lake Tyler and Lake Tyler East; b) Exhibit "A" - City of Tyler Imposed Restrictions, Volume 1441, Page 451, March 7, 1973; and c) Exhibit "B" - City of Tyler Imposed Restrictions, Volume 1349, Page 1575, October 8, 1970 (collectively referred to as "Surviving Restrictions"). In the event the provisions of the Declarations are more stringent than or conflict with the Surviving Restrictions, the Declarations shall prevail.

I. Definitions.

- a. "Association" is as defined in Article III of the By-Laws of Maegin Cove / Rainbow Ridge Property Owners Association, Inc.
- b. "Board of Directors" or "Board" means and refers to the current board of directors elected by the Members described in Article V of the By-Laws of Maegin Cove / Rainbow Ridge Property Owners Association, Inc.
- c. "Building Standards Committee" or "BSC" means and refers to the Members who have been appointed by the Board of Directors to manage and enforce the Declarations described herein.
- d. "By-Laws" means and refers to the By-Laws of Maegin Cove / Rainbow Ridge Property Owners Association, Inc. then in effect.
- e. "City" means and refers to any person(s), ordinances, or governing departments administered by the City of Tyler, State of Texas.
- f. "Common Area" is as defined in Article III of the By-Laws of Maegin Cove / Rainbow Ridge Property Owners Association, Inc.
- g. "County" means and refers to any person(s), ordinances, or governing departments administered by Smith County, Texas.
- h. "Declarations" is as defined in Article III of the By-Laws of Maegin Cove / Rainbow Ridge Property Owners Association, Inc. and is hereby amended to include the Covenants, Conditions and Restrictions defined herein.
- i. "Lot" is as defined in Article III of the By-Laws of Maegin Cove / Rainbow Ridge Property Owners Association, Inc.
- j. "Member" is as defined in Article III of the By-Laws of Maegin Cove / Rainbow Ridge Property Owners Association, Inc.
- k. "Owner(s)" is as defined in Article III of the By-Laws of Maegin Cove / Rainbow Ridge Property Owners Association, Inc.
- l. "Portable Building" or "Portable Storage Building" means and refers to any transportable building that does not have an integral, permanent foundation and that is not a residential Structure.

- m. "Structure" means and refers to any structure or improvement built on a permanent foundation that is affixed to the ground, including, but not limited to, a dwelling, accessory building, boat house, pier, tennis court, swimming pool, fences, retaining walls, or exterior lighting.
- n. "Subdivision" is as defined in Article III of the By-Laws of Maegin Cove / Rainbow Ridge Property Owners Association, Inc.

II. **Superseded Restrictions.** The Covenants, Conditions, Restrictions, Rules and Regulations as shown by the Big Oak Bay Land Company Restrictions on Maegin Cove Subdivision, Volume 1463, Page 80, September 10, 1973; the Big Oak Bay Land Company Restrictions on Rainbow Ridge Addition, Volume 1424, Page 107; and the Maegin Cove / Rainbow Ridge H.O.A. Building Requirements are hereby superseded by the Declarations.

III. **General**

- a. Association Membership Required. The Owner of a Lot in the Subdivision must be a Member of the Association before any construction may commence on the Lot.
- b. Use. With the exception of areas set aside for the Common Area, Lots shall be used for single-family residential purposes only and no more than one (1) single family dwelling, boat house, and pier shall be erected on an individual Lot. No commercial activity shall be permitted on any Lot or within a Structure with the exception of a home-based office where the existence of such home-based office does not generate traffic or activities that are, in the Board's sole discretion, inconsistent with personal residential use. An Owner or their guest may use a travel trailer, motor home or camper on the Owner's Lot on a temporary basis provided said travel trailer, mobile home, or camper has self-contained toilet facilities with holding tank. For purposes of this use, temporary basis is meant to be a period of time not to exceed ten (10) days.
- c. Building Setback Lines and Easements. Any Structure erected upon the Lot shall be a minimum of twenty-five (25) feet from an abutting street and ten (10) feet from an interior Lot line. For waterfront properties, the City requires a minimum setback of one hundred (100) feet from the three hundred seventy-eight (378) foot elevation. Open porches, fences, Portable Buildings, and retaining walls are excluded from these setback requirements. An easement of ten (10) feet adjoining the street easement is reserved for slope back grading and to provide for adequate drainage and utilities. Owner shall maintain said easement with the same care and frequency as provided to the remainder of the landscaping on the Lot.
- d. Minimum Square Footage of Dwelling. All dwellings shall have a minimum of one thousand, five hundred (1,500) square feet of heated and cooled living area.
- e. Foundation and Exterior Construction Materials. All Structures must be constructed on a concrete slab foundation and the exterior construction materials shall consist of at least sixty percent (60%) brick, brick veneer, stone, stone veneer, concrete-based stucco, fiber-cement (using a shingle, lap-board, or board-and-batten application), or commercial log home materials. Wood or vinyl siding is permitted as the secondary exterior material provided it is installed in accordance with the manufacturer specifications and properly painted, stained or otherwise maintained. No metal siding is allowed. All detached garages or permanent storage structures shall use these same construction materials so as to be similar to, harmonious with or compliment the dwelling.
- f. Roofing Materials. All roofing materials should be considered common for residential application. Metal roofing should be rated UL Class IV for insurance purposes and secured using concealed fasteners. In addition, a metal roofing paint system should be "Kyner" based (or better) to minimize fade and a neutral color to avoid a commercial appearance. The use of industrial or agricultural grade corrugated metal (i.e., wave or

“S”) or rolled asphalt roofing is prohibited on any Structure, carport, or Portable Building.

- g. Fencing Materials. Wooden, composite, split rail, or cyclone fencing is allowed but shall not exceed six (6) feet in height. When fencing is constructed along the Lot boundaries, care should be taken to ensure that the construction is in accordance with the boundaries per the certified survey. Barbed wire or strand fences of any kind are prohibited.
- h. No Relocation of Structures. No old house or old dwelling shall be relocated to a Lot and renovated.
- i. Portable Buildings and Carports Permitted.
 - i. Two (2) Portable Buildings are permitted per Lot provided they are not used as a temporary or permanent dwelling. The placement of a Portable Building does not require the approval of the BSC provided the building: 1) does not exceed one hundred forty (140) square feet; 2) is not set on a concrete slab foundation; 3) meets the setback requirements specified below; and 4) is constructed using fiber-cement, wood, or masonry siding material. The setback for a Portable Building shall be at least twenty-five (25) feet from an abutting street and five (5) feet from an interior boundary. Owner is responsible for ensuring all water run-off generated by a Portable Building does not adversely impact an adjoining Lot.
 - ii. Two (2) open vaulted carports are permitted per Lot provided each structure is: 1) no larger than six hundred (600) square feet; 2) attached to a slab foundation or otherwise permanently affixed to the ground and subject to the setback provisions in Article IV(c); 3) engineered to withstand 90 mph winds; 4) constructed with roofing materials similar to that used on the dwelling or galvanized steel roofing; and 5) used only to store operable vehicles, motor homes, boats, and lawn equipment.
- j. Temporary Dwellings Prohibited. No trailer, mobile home, tent, shack, or Structure of a temporary character shall, at any time, be used as a permanent or temporary dwelling on any Lot, or moved onto, or permitted to remain on any Lot.
- k. Removal of soil or trees. No soil or trees shall be removed for any commercial use and cutting of trees shall be limited to the extent necessary for clearing the site for construction of a Structure or onsite sewage disposal facility. Any cutting of live trees requires BSC approval and a City permit. Failure to obtain a permit may subject the Owner to substantial fines by the City.

IV. Maintenance of Structures

- a. All Structures shall be properly maintained so as not to create a safety or health hazard.
- b. All painted or stained surfaces shall be maintained in accordance with the manufacturer's specifications so that the treated surface is free of cracking, peeling, mold, or any other damage or deterioration which renders the surface unsightly.
- c. All vinyl siding shall be maintained in accordance with the manufacturer's specifications.
- d. All roofing materials shall be maintained in accordance with the manufacturer's specifications.
- e. All onsite sewage disposal facilities shall be properly maintained and inspected in accordance with the regulations set forth by the County.

- f. Any Structure or onsite sewage disposal facility that is condemned or destroyed by fire or natural disaster must be demolished in accordance with standard engineering and safety practices and either rebuilt in accordance with the Declarations or the Lot or returned to a natural state within ninety (90) days of destruction or condemnation. A dwelling or Structure is considered condemned or destroyed when it is deemed a total loss or uninhabitable by a prudent insurance company, the City, or the County.

V. Maintenance of Lot

- a. To protect the Subdivision against fire hazard, an Owner must maintain the Owner's undeveloped Lot. If the Lot has been cleared of the majority of trees, the Lot must be mowed at least twice per year. If the Lot has standing timber, the Owner must cut and remove all downed or dead trees as they occur. Diseased trees should be cut and removed immediately so as not to infect surrounding timber.
- b. No commercial business signs are permitted within the Subdivision except for those identifying a construction site or contractors during the construction period, or advertising the property "For Sale" or "For Rent". Any authorized signs shall be no larger than six hundred (600) square inches in total area.
- c. No unsightly storage of personal effects or inoperable lawn equipment, automobiles, boats, personal watercraft, or any other motorized vehicles shall be permitted within the Subdivision, whether on the Lot or on the waterfront extending from the Lot, unless stored within a completely enclosed Structure. A motorized vehicle shall be deemed inoperable if any of the following conditions apply: i) the vehicle cannot operate under its own power and has not been moved for sixty (60) days or more; or ii) the license registration or safety inspection, if applicable, has lapsed by more than sixty (60) days. This provision shall not apply to the operable vehicle of active duty military personnel who are on long-term deployment.
- d. Drainage structures under private driveways, adjacent to property boundary lines, or elsewhere on the Lot shall always have a net drainage opening area of sufficient size to permit the free flow of water without backwater and shall be maintained by the Owner(s) to ensure such free flow.
- e. All landscaping shall be maintained on a regular basis so as not to create an eyesore or safety hazard.
- f. Owner shall not make any changes to the natural grade or contour of a Lot so as to cause, either directly or indirectly, the concentrated or unnatural flow of run-off water onto an adjacent Lot without the expressed written approval of the Owner of said adjacent Lot.

VI. Health and Safety

- a. Sewage. No building or Structure shall be occupied as a dwelling unless all plumbing fixtures, dishwashers and toilets are connected to a sewage disposal system that has been inspected and approved by the appropriate building inspectors from the City and County. All lavatories, toilets and bath facilities shall be installed indoors and shall be connected with adequate grease traps, septic tanks, and lateral lines constructed to comply with the specifications of State and local health authorities, and no "outside" or surface toilets shall be permitted except as specified in Article VII(c)(ii). No septic tank lateral lines shall be constructed or aerobic sprays extend within one hundred (100) feet of the three hundred seventy-eight (378) foot elevation, or other elevation point as may be specified by the City. The minimum requirements for the construction and maintenance of an onsite sewage disposal facility are set forth by the County.
- b. Garbage, Trash and Debris Disposal. No Lot shall be used for burial of trash, except for personal pets, or maintained as a dumping ground for garbage. Each Owner shall be

responsible for disposing of all of his/her trash, garbage and rubbish. Trash, garbage or other waste materials shall be kept only in proper sanitary containers and removed at least once per week by a commercial sanitation provider. Open fires are permitted, but subject to burn ban directives issued by the County. Any burn pile or fire shall be in a contained area no larger than ten (10) feet in diameter and four (4) feet tall, and constantly monitored as long as the ashes are at risk of igniting adjacent materials as a result of winds.

- c. Quiet Enjoyment. No obnoxious or offensive activity or condition constituting a public nuisance may be conducted or maintained on any Lot.
- d. Discharging of Weapons, Hunting Prohibited. It is unlawful for a person to shoot, discharge, or hunt with a bow, slingshot, gun, firearm, or any other type of weapon in, on, over, across, or upon the lake. (Ord. 0-97-52, 10/22/97).
- e. Animals. No birds, animals, livestock, or poultry of any kind shall be raised, bred, or kept on any part of any Lot, except that not more than five (5) dogs, cats, or other household pets in the aggregate may be kept on any Lot, and then only if they are kept, bred or raised solely as domestic pets and not for commercial purposes. No horses or barnyard animals shall be kept on any Lot. Owner shall dispose of the pet excrement on the Owner's Lot so as to minimize any odors noticeable from an adjacent Lot or the street and Owner is responsible for the prompt removal and disposal of excrement deposited by said pet upon any Lot or Common Area. Excessive odors or habitually loose, aggressive, barking, howling, or yelping pets shall be deemed a nuisance. The Board shall have exclusive authority to determine whether a particular animal is a generally recognized household pet, and the Board shall have exclusive authority to determine if any animal creates or constitutes a nuisance.
- f. Off-Road, oversized, and dangerous vehicles prohibited
 - i. It is unlawful to operate an unregistered vehicle on the street.
 - ii. All vehicles shall observe the posted speed limits and operate with caution in the event of children playing in the street.
 - iii. Off-road vehicles are prohibited from operating on undeveloped Lots.
 - iv. The Subdivision is deemed a residential area and, as such, no truck-trailers or semi-trailer trucks are permitted to drive or park overnight on the streets, driveways, or Lots except to deliver construction materials, transport household goods, or provide sanitation services on an Owner's behalf.
 - v. No vehicle of any kind or size which normally transports inflammatory, explosive, or environmentally hazardous materials may be driven or parked in the Subdivision at any time except for vehicles used to service or maintain residential propane or onsite sewage disposal facilities.

VII. Building Standards

- a. Approval prior to commencement of construction. No Structure or dredging shall be constructed, performed, or maintained upon any Lot unless complete plans and specifications are approved by the BSC, and by the City and/or County, as appropriate. Likewise, the alteration of any existing Structures or landscaping which materially affects or changes the topography, drainage, exterior or footprint thereof, may not be made until the plans for such alterations have been submitted to the BSC, and to the City and/or County, as appropriate, and a permit or letter of approval from all governing entities issued.

- b. Construction period. Once approved, the construction of a Structure must be commenced within six (6) months from the date of the approved permit and completed within twelve (12) months of commencement. If any such Structure is not completed within the specified period, a written request of extension must be submitted to the BSC with a detailed plan to complete the project within six (6) months. In the event there is a violation of this provision, the Board, in its sole discretion, may seek all legal remedies deemed necessary to ensure the completion of the construction in a timely fashion.
- c. Construction management
 - i. It is the Owner's responsibility to ensure all contractors are aware of, and comply with, all Declarations herein and exercise due care and consideration for their neighbors during construction. Failure to perform in accordance with the Declarations may result in the BSC rejecting or rescinding the approval for said construction project. The Owner shall be responsible for repairing, or ensuring a contractor repairs, any damage to the street, utilities, or neighboring Lots caused by the Owner or any contractor involved in the construction project.
 - ii. During the construction period, the contractor must provide and maintain: a) a portable toilet facility; b) a roll-off trash container for the disposal of all construction related trash and/or debris; and c) appropriate erosion control measures to ensure soil or construction related debris does not clog or disrupt any natural or improved drainage or enter the lake, whether directly or indirectly. Cleanliness of the construction site is required.
 - iii. The burning of construction related trash, materials debris, or cleared organic debris shall be done in accordance with Article VI(b) above.
 - iv. All construction work and deliveries shall be conducted between the hours of 7am and 6pm, Monday through Saturday and 9am and 6pm on Sunday.
 - v. All building materials and related equipment shall be delivered and stored on the Lot on a temporary basis and subject to the construction timing specified in Article VII(b) above.
 - vi. All construction related vehicles and equipment shall be operated or parked on the Lot or on the street only. In no event shall a construction vehicle or equipment be operated, parked, or stored on a neighboring Lot without that Owner's expressed approval.
- d. Occupancy. No Structure shall be occupied or used for residential or storage purposes (other than for the storage of building materials to be used in the construction and completion thereof) until the interior and exterior thereof has been fully completed in accordance with the approved plans and specifications, and a Certificate of Occupancy is issued by the City.

Building Standards Committee (BSC)

- a. The BSC shall perform the following functions:
 - i. Review all proposed construction plans and proposals to ensure Owners compliance with the Declarations then in effect.
 - ii. Periodically conduct a compliance review of any construction site or Lot within the Subdivision for the purpose of enforcing the Declarations. BSC members and the Board shall have access to any Lot in order to fulfill this responsibility provided they obtain the Owner's permission in advance to inspect or address a complaint.

- iii. Periodically review the Declarations and make recommendations to the Board regarding proposed amendments to ensure the Declarations reflect current standard building practices and the preferences of the Members.
 - iv. Present a summary of all BSC related requests, approvals, and enforcement actions at each Board meeting. This information is also available to any Member upon request.
 - v. Maintain historical records of all BSC-related requests and decisions.
- b. Members shall obtain BSC and appropriate City and/or County authority prior to the construction or renovation of any Structure, outbuilding, deck, boat house, driveway, or other fixed improvements. The process for obtaining BSC approval is as follows:
- i. Because the Declarations are generally more stringent than those imposed by the City or County, Members shall obtain BSC approval first, then submit to the appropriate City and/or County authority. Where possible, the BSC will accept the same submission materials that are required by the City or County. Any changes to the plans required by the City or County shall be resubmitted to the BSC to ensure compliance with the Declarations herein and to provide a complete and final copy for the BSC records.
 - ii. Plans should be submitted at least thirty (30) days in advance of the planned commencement of work. If the Owner provides an e-mail address, the BSC shall provide an e-mail receipt verifying the plans have been received.
 - iii. Five (5) copies of all plans must be submitted in writing to the BSC at the following address:

Maegin Cove / Rainbow Ridge Property Owners Association
 Attention: Building Standards Committee
 P.O. Box 132871
 Tyler, Texas 75713-2871

-- or --

via hand delivery to the then current Chairman of the BSC

-- or --

via e-mail to the then current Chairman of the BSC with all attachments using Adobe Acrobat (.pdf) format (multiple copies not required)

The proposed plans must show:

1. A plot or site plan showing the entire Lot with existing and planned improvements, including the location and size of driveways, the general plan for landscaping, swimming pool, fencing, retaining walls, windbreaks, and the final grading and/or erosion management plan.
2. A floor plan and all elevation views of the proposed Structure or improvement. For purposes of this requirement, the building plans can be reduced to letter size paper and limited to the pages that provide the above information. A complete set of certified building plans is not required.
3. The exterior building material specifications and color scheme.
4. A signed copy of the Builder/Contractor Acknowledgement of the Building Standards.
5. If applicable, the septic system design as approved by the Smith County approval authority.

- iv. The BSC shall review the request and strive to provide a decision within ten (10) days in the form of a Letter of Approval/Disapproval. In the event the BSC fails to respond within thirty (30) days of receipt, the request is deemed approved.
 - v. Approval or rejection will be issued by the BSC in accordance with the Declarations contained herein.
 - vi. In the event the BSC disapproves the plans, notice of such decision shall be delivered to the Member by the same type of communication as used by the Member in submitting the plans to the BSC, or by registered or certified mail addressed to the Member at the return address provided with the submission. Any such notice shall set forth the elements of the plan that were disapproved and the reason(s) for disapproval. The Member shall have an opportunity to revise or improve the plan and resubmit for approval. If, after three (3) attempts, the Member feels he or she has exhausted the resubmission process and is being unfairly restricted by the BSC, the Member may appeal the decision to the Board for consideration and review and the Board's decision shall be deemed final. No work should commence during the resubmission or appeals process unless the work is to correct an immediate health or safety issue and is being mandated by an appropriate City, County, State or Federal Authority.
 - vii. Upon approval, a copy of such plans, specifications, and Lot plans, marked as "Final Approved" will be sent to the Owner and a copy retained by the BSC.
- c. Neither the BSC nor the Board shall be held liable in regards to any damage or damage claim of any person submitting requests for approval or to any person within the property by reason of any action, failure to act, approval, disapproval, or failure to approve or disapprove with regard to such requests.
- IX. **Grandfather Exemptions.** Structures in existence or being constructed under permit at the time of adoption of these Declarations shall be granted an exemption from new provisions contained in these Declarations provided the Owner signs an acknowledgement of said exemption and agrees to disclose the exemption in the seller's disclosure when offering the Lot(s) for sale or transfer. Grandfather status will pass to new Owner(s) should any lot change ownership.
- X. **Variance Requests.** Any request for variance to these Declarations must be submitted in writing to the BSC and accompanied by a written waiver in favor of the variance signed by all adjacent Owners. The BSC shall consider the request and make a recommendation to the Board for approval or disapproval. The burden of justification is on the Owner submitting said request and the Board shall not be bound or influenced by any precedent of violation of these Declarations or previous variances granted.
- XI. **Covenants Running with the Land.** All of the restrictions, covenants, and conditions herein provided for and adopted by the Members shall apply to each and every Lot in the Subdivision, and shall be covenants running with the land. The City, along with the Association, its successors and assigns, shall have the right to enforce observance and performance of the restrictions and covenants contained and provided for herein, and in order to prevent a breach or to enforce the observance or performance of same shall have the right, in addition to all legal remedies elsewhere provided herein, to an injunction prohibitive or mandatory. The Owner of any Lot in the Subdivision affected shall likewise have the right either to prevent a breach of any such restrictions or covenants or to enforce the performance thereof.
- XII. **Partial Invalidity.** Invalidation of any of these covenants, restrictions or conditions by court judgment or otherwise, shall not effect; in any way, the validity of any of the other covenants, restrictions or conditions, all of which shall remain in full force and effect. Acquiescence in any violation shall not be deemed a waiver of the right to enforce against the violator or others the conditions so violated or any other conditions.

XIII. **Duration of Declarations.** Any or all of the restrictions, covenants and conditions herein contained may be repealed, amended, or modified at any time in accordance with the By-Laws and the Texas Property Code, as amended.

XIV. **Enforcement of Non-Compliance.** In the event of any non-compliance related to existing improvements or circumstances, the Member shall take all necessary corrective action upon notice from the BSC or the Association.

- a. In the event of a violation related to health, safety, or property maintenance provisions, the Member shall have ten (10) days to correct the violation.
- b. In the case of more severe violations, such as those related to real property, including, but not limited to, unauthorized construction, inappropriate materials, or setback violations, the Member shall have ten (10) days to present a written plan for attaining compliance. The timeframe for reaching compliance or obtaining a variance shall not exceed six (6) months from the date of the notice of violation unless otherwise approved in writing by the Board.
- c. If a violation is not resolved within thirty (30) days, the Board will make a reasonable effort to discuss and resolve the situation with the Owner. If the discussions do not result in a resolution satisfactory to the Board, in its sole discretion, the Board is authorized to take necessary corrective action on the Member's behalf and pursue all legal remedies available, and the Member will be liable for any costs of enforcement and compliance. Should the Member fail to make acceptable arrangements to repay the costs within seven (7) days of notice, the Board shall have the right to pursue all legal remedies available, including the attachment of a lien to the Member's property.

XV. **Assessments**

1. **Authority.** The Association may levy Assessments to promote the recreation, health, safety, and welfare of the residents in the Subdivision, to fund operating expenses of the Association, and to improve and maintain the Common Areas.
2. **Personal Obligation.** An Assessment is a personal obligation of each Owner when the Assessment accrues.
3. **Creation of Lien.** Assessments are secured by a continuing lien on each Lot, which lien is held by or assigned to the Association. By acceptance of a deed to a Lot, each Owner grants the lien, together with the power of sale, to the Association to secure Assessments.
4. **Commencement.** A Lot becomes subject to Assessments on conveyance of the Lot by the Original Developer.
5. **Regular Assessments.**
 - a. **Rate.** Regular Assessments are levied by the Board, annually, to fund the anticipated operating and maintenance expenses of the Association. The Regular Assessment is currently \$100.00 annually.

- b. Changes to Regular Assessments. Regular Assessments may be changed annually by the Board. Written notice of the Regular Assessment will be sent to every Owner at least thirty days before its effective date.
 - c. Collections. Regular Assessments will be collected[regular assessments] in advance, payable on January 31st of each year.
6. Special Assessments. In addition to the Regular Assessments, the Board may levy Special Assessments for the purpose of funding the cost of any construction, reconstruction, repair, or replacement of any capital improvement on the Common Area or for any other purpose benefitting the Subdivision but requiring funds exceeding those available from the Regular Assessments. Special Assessments must be approved by the Members. Written notice of the terms of the Special Assessment will be sent to every Owner.
7. Approval of Special Assessments. Any Special Assessment must be approved by a majority vote at a meeting of the Members in accordance with the Bylaws.
8. Fines. The Board may levy a fine against an Owner for a violation of the Dedicatory Instruments as permitted by law.
9. Subordination of Lien to Mortgages. The lien granted and reserved to the Association is subordinate to any lien granted by an Owner against a Lot not prohibited by the Texas Constitution. The foreclosure of a superior lien extinguishes the Association's lien as to Assessments due before the foreclosure.
10. Delinquent Assessments. Any Assessment not paid within 60 days after it is due is delinquent.

XVI. Remedial Rights

1. Late Charges and Interest. A late charge of \$0.00 is assessed for delinquent payments. Delinquent Assessments accrue interest at the rate of 0 percent per year. The Board may change the late charge and the interest rate.
2. Costs, Attorney's Fees, and Expenses. If the Association complies with all applicable notice requirements, including the right to a payment plan for paying delinquent Assessments or other amounts payable to the Association, an Owner is liable to the Association for all costs and reasonable attorney's fees incurred by the Association in collecting delinquent Assessments, foreclosing the Association's lien, and enforcing the Dedicatory Instruments.
3. Judicial Enforcement. The Association may bring an action against an Owner to collect delinquent Assessments, foreclose the Association's lien, or enforce or enjoin a violation of the Dedicatory Instruments. An Owner may bring an action against another Owner to enforce or enjoin a violation of the Dedicatory Instruments.

4. Remedy of Violations. The Association may levy a fine against an Owner for a violation of the Dedicatory Instruments.
5. Suspension of Rights. If an Owner violates the Dedicatory Instruments, the Association may suspend the Owner's rights under the Dedicatory Instruments in accordance with law.
6. Damage to Property. An Owner is liable to the Association for damage to Common Areas caused by the Owner or the Owner's family, guests, agents, independent contractors, and invitees in accordance with law.

XVII. Execution

This document is signed subject to the penalties imposed by law for the submission of a materially false or fraudulent instrument.

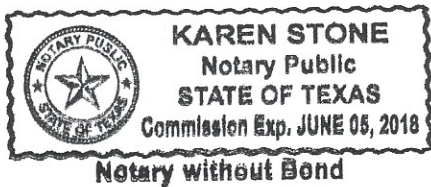
Date: 06-19-2017

Dale Vodak

 Dale Vodak, President
 Maegin Cove / Rainbow Ridge Property Owner's Association

State of Texas
 County of Smith

This instrument was acknowledged before me on this 19 day of June, 2017 by Dale Vodak, President of the Maegin Cove/Rainbow Ridge Property Owner's Association a Texas Corporation, on behalf of said corporation.



Karen Stone

 Notary Public's Signature

My Commission Expires: 6/5/2018

Smith County




DO NOT REMOVE
THIS PAGE IS PART OF THE INSTRUMENT

Filed for Record in
Smith County, Texas
6/19/2017 2:06:28 PM
Fee: \$66.00
20170100023949

RESTRICTION

Deputy -Suni Whittaker

I hereby certify that this
instrument was filed and duly
recorded in the Official Public
Records of Smith County, Texas


Karen Phillips
County Clerk

