



LAKE HOUSTON COMMUNITY ASSOCIATION  
28420 Hardy Toll Road, Suite 210  
Spring, TX 77373

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August 18, 2023

Dear Homeowner:

The Lake Houston Community Association Board is proposing revisions, deletions and updates to the Lake Houston Community Association's By-laws and Protective Covenants. Several of the revisions or deletions are to reflect current state law or to remove items that are no longer applicable. The additions are to address items that are not specifically addressed in either the by-laws or protective covenants and the board considers them to be in the best interest of our neighborhood.

Please review the attached documents that show each change. The current set of the documents are located on the community website, <https://theenclavehoa.net>, under Community Documents, Section 6 and on Goodwin & Company's Lake Houston Community (Kingwood) TownSq site, <https://app.townsq.io/>.

A list of the proposals to the By-Laws:

- **Article II, Section 7 and Section 8** are removals of items no longer applicable
- **Article IV, Section 1. Number** is amended to change that Board members must be Member of the Association.
- **Article V, Section 1.** Nomination is amended to remove reference to a nominating committee and incorporate electronic postings and email notification
- **Article VII, Section 1(j)** removed as no longer applicable
- **Article VIII, Section 8(c) and Section 8(d)** remove reference to "Corporate Seal"
- **Article XVI, Section 2** Add Board may set the fiscal year to align with accounting services provider

A list of the proposals to the Protective Covenants

- **Article II, Section 2** adds wordage on garage sale, rummage sale, moving sale or similar activity, Association sponsored community-wide garage, and Estate sales.
- **Article II, Section 18** updates garbage cans or other trash receptables location and time of curb placement.
- **Article VI, Section 4 and Section 5** removed as no longer applicable
- **Article VI, Section 8** updates Protective Covenants to include leasing and associated guidelines

The only way these revisions, deletions and updates will be adopted for the protective covenants is with the approval of 67% of homeowners, one vote per address. The Enclave consists of 164 homes; 67% is 110 homeowners that must return the same vote of approval by September 26, 2023 by 1am. The Board will be voting on the changes to the Bylaws at the open meeting scheduled for September 26, 2023.

The Board has worked closely on these updates. We appreciate your support and encourage you to complete the enclosed "First Amendment Ballot" with a (yes or approve) by September 26, 2023. This can be emailed to [Vickie.cain@goodwintx.com](mailto:Vickie.cain@goodwintx.com) or mailed to Lake Houston CA; c/o Goodwin and Company at 28420 Hardy Toll Road, Suite 210; Spring, TX 77373.

Thank you,

Lake Houston Community Association Board

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**FIRST AMENDMENT  
TO THE  
KINGS CROSSING, SECTION EIGHTEEN PROTECTIVE COVENANTS**

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STATE OF TEXAS           §  
  §  
COUNTY OF HARRIS       §

This First Amendment to the Kings Crossing, Section Eighteen Protective Covenants (the "**Amendment**") is made on the date hereinafter set forth by the approval of sixty-seven percent (67%) of the total votes allocated to Owners entitled to vote in Lake Houston Community Association (the "**Association**"), and shall be effective as of the date of recording in the Real Property Records of Harris County, Texas.

**WITNESSETH:**

WHEREAS, Friendswood Development Company, executed that certain Kings Crossing, Section Eighteen Protective Covenants (the "**Protective Covenants**") which was filed of record under Clerk's File No. N802023, in the Official Public Records of Real Property of Harris County, Texas; and

WHEREAS, Section 209.0041(h) of the Texas Property Code provides that a declaration may be amended by a vote of sixty-seven percent (67%) of the total votes allocated to property owners in a property owners association or such lower percentage contained in the declaration; and

WHEREAS, the amendment to the Protective Covenants set forth below has been approved by the members of the Association entitled to cast at least sixty-seven percent (67%) of the votes in the Association.

NOW THEREFORE, upon approval by at least sixty-seven percent (67%) of the total votes allocated to property owners in the Association, the Protective Covenants is hereby amended as follows:

Article II, Section 2 is hereby amended and restated to read as follows:

**Section 2. Prohibition of Offensive or Commercial Use.** No activity which may become an annoyance or nuisance to the neighborhood, or which shall in any way interfere with the quiet enjoyment by each Owner of the Owner's Patio Home, or which shall degrade property values or detract from the aesthetic beauty of the Property, shall be conducted on the Property. No repair work, dismantling, or assembling of boats, motor vehicles or other machinery shall be done on or beside any driveway or adjoining street. The Property shall be used for single-family residential purposes. No part of the Property shall ever be used or caused to be used or allowed or authorized in any way, directly or indirectly, for any business, commercial, manufacturing, mercantile, storing,

vending, or other nonresidential purposes. No garage sale, rummage sale, moving sale, or similar type of activity is permitted on a Lot. However, the Association may sponsor a community-wide garage sale (not to exceed twice per calendar year) on a designated date and time as determined in the Board's sole discretion. Estate sales may be permitted subject to prior Association approval. Owners must contact the Association's management agent for approval. An estate sale is hereby defined as a sale, liquidation, or auction of an Owner's personal property after the Owner is deceased, or decides to downsize. The substantive difference between a garage sale and an estate sale is that an estate sale is a more formalized process that involves selling most of the Owner's personal belongings rather than just unneeded items.

Article II, Section 18 is hereby amended and restated to read as follows:

**Section 18. Refuse Collection.** Garbage cans and other trash receptacles for the retention of garbage, trash and other refuse are not to be placed curbside earlier than 5:00 pm the day before garbage collection day and shall be returned to their storage area, out of public view, by the end of the garbage collection day.

Article VI, Section 4 titled "*Reimbursement to Mortgagees for Payment of Taxes or Insurance Premiums*" is hereby deleted in its entirety.

Article VI, Section 5 titled "*Insurance or Condemnation Proceeds; Notice*" is hereby deleted in its entirety.

Article VI, Section 8 is hereby amended and restated to read as follows:

**Section 8. Leasing.** Residences subject to these Protective Covenants shall be used exclusively for single-family residential purposes. The term "single-family" as used herein shall refer not only to the architectural design of the dwelling but also to the permitted number of inhabitants, which shall be limited to a single family. No multi-family dwellings may be constructed on any portion of the Property. An Owner must own a Lot for at least one (1) year before the Owner shall be permitted to lease the Lot. Short-term leasing is strictly prohibited. Short-term leasing is defined as any lease term less than twelve (12) consecutive months. "Leasing" for the purposes of these Protective Covenants, is defined as occupancy of a residence by any person other than the Owner or Owner's family member, for which the Owner receives any consideration or benefit, including, but not limited to, a fee, service, gratuity or emolument. Residences must be leased only in their entirety. No fraction or portion of any residence may be leased or rented. All leases shall be in writing and shall contain such terms as the Board may prescribe from time to time. The Board may, but is not obligated to, require copies of a signed lease to be provided to the Board at least ten (10) days before a tenant occupies a Lot. The

**Board is authorized to adopt a policy governing the leasing of a residence on the Property.**

**All provisions of these Protective Covenants and of any rules and regulations promulgated pursuant hereto which govern the conduct of the Owner of a Lot and which provide for sanctions against Owners shall also apply to all occupants of a Lot even though such occupants are not specifically mentioned.**

**Upon request by the Association, each Owner who leases his/her residence shall provide the Association with the name of his/her tenant(s) and a mailing address and phone number where such Owner can be contacted at all times. If an Owner engages a property management company to manage the property, the landlord Owner must provide the Board with the name and phone number of the property management company.**

If any provision of this Amendment is found to be in conflict with the Protective Covenants, this Amendment will control. The Protective Covenants, as hereby amended, are in all ways ratified, confirmed, and remain in full force and effect.

Capitalized terms used herein have the same meanings as that ascribed to them in the Protective Covenants.

*[This space intentionally left blank]*

IN WITNESS WHEREOF, this First Amendment to the Kings Crossing, Section Eighteen Protective Covenants is executed as of the \_\_\_\_ day of \_\_\_\_\_, 2023.

**Lake Houston Community Association,**

By: \_\_\_\_\_

Printed Name: \_\_\_\_\_

Title: President

STATE OF TEXAS §

§

COUNTY OF HARRIS §

BEFORE ME, the undersigned authority, on this day personally appeared \_\_\_\_\_, President of Lake Houston Community Association, known by me to be the person whose name is subscribed to this instrument, and acknowledged to me that he/she executed the same for the purposes expressed and in the capacity herein stated and as the act and deed of said corporation.



GIVEN UNDER MY HAND AND SEAL OF OFFICE, this \_\_\_\_\_ day of \_\_\_\_\_, 2023.

\_\_\_\_\_  
Notary Public -- State of Texas

**FIRST AMENDMENT TO THE BY-LAWS  
OF  
LAKE HOUSTON COMMUNITY ASSOCIATION**

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THE STATE OF TEXAS           §  
  §  
COUNTY OF HARRIS           §

I, \_\_\_\_\_, President of Lake Houston Community Association, Inc. (the "**Association**"), do hereby certify that at a meeting of the Board of Directors of the Association (the "**Board**") duly called and held on the \_\_\_ day of \_\_\_\_\_, 2023, with at least a quorum of the Board members being present and remaining throughout, and being duly authorized to transact business, the following First Amendment to the By-Laws of the Association was duly approved by a majority vote of the members of the Board:

**RECITALS:**

1. The By-Laws of Lake Houston Community Association, were recorded under Clerk's File No. 20120160568 of the Official Public Records of Harris County, Texas ("**Bylaws**").

2. The Association desires to amend the Bylaws of the Association to update the Bylaws to comply with current law and to make other changes that the Board considers to be in the best interest of the Association.

3. WHEREAS, Section 22.102(c) of the Texas Business Organizations Code provides:

The board of directors may amend or repeal the bylaws, or adopt new bylaws, unless:

- (1) this chapter or the corporation's certificate of formation wholly or partly reserves the power exclusively to the corporation's members;
- (2) the management of the corporation is vested in the corporation's members; or
- (3) in amending, repealing, or adopting a bylaw, the members expressly provide that the board of directors may not amend or repeal the bylaw.

WHEREAS, there is no such restriction or reservation in the Association's Articles of Incorporation or Bylaws nor are there any vested rights specifically provided to the Association's Members;

WHEREAS, state law supersedes any language contained in the Association's Bylaws regarding the procedure to amend the Bylaws; and

WHEREAS, the Board determined it would be in the best interest of the Association to amend the Bylaws.

4. This First Amendment to the By-Laws of Lake Houston Community Association has been approved by the requisite vote of the Board.

#### AMENDMENT:

The Board hereby amends the Bylaws of the Association as follows:

**Article II, Section 7 titled "Parcel" is hereby deleted in its entirety.**

**Article II, Section 8 titled "Apartment" is hereby deleted in its entirety.**

Article IV, Section 1 is hereby amended and restated as follows:

**Section 1. Number. The affairs of the Association shall be managed by a Board of five (5) directors, who must be Members of the Association.**

Article V, Section 1 is hereby amended and restated as follows:

**Section 1. Nomination. All Members have the right to run for a position on the Board. Each year, prior to the date of the annual meeting of the Members or election for the Board and in the time prescribed by law, the Association will solicit candidates for the Board in accordance with Texas Property Code Section 209.00593 (or its successor statute). The notice will specify a date by which a Member must submit his/her name as a candidate for election to the Board. The date for a Member to submit his/her name as a candidate may not be earlier than the tenth (10<sup>th</sup>) day after the date the Association provides the solicitation notice. The notice may be mailed to each Member or provided by: (a) posting the notice in a conspicuous manner reasonably designed to provide notice to the Members in a place located on the Association's Common Area or, with the owner's consent, on private property located within the Association; or (b) on an Internet website maintained by the Association, and by sending notice by e-mail to each Member who has registered an e-mail address with the Association. The Association must be notified by the Member who desires to run for a position on the Board, not by another Member, to confirm the Member's desire to run for election and to serve on the Board. All**

Members who notify the Association by the stipulated deadline will be candidates whose names will appear on any ballot and directed proxy (if applicable) that is provided to the Members. Nominations from the floor at a meeting of the Members shall not be permitted. A candidate may also submit a one letter size page, one side printed only document with resume and/or biographical information to the Association by the specified date. If provided by the candidate, the candidate's resume/biographical information may, at the discretion of the Board, be provided to the Members at any pre-election candidate forum and/or with the notice of annual meeting sent to all Members and/or be made available on the Association's website. If candidate resumes/biographical information are distributed to or made available to the Owners in any manner, the Association will provide all resume/biographical information provided by all candidates.

Article VII, Section 1(j) is hereby deleted in its entirety.

Article VIII, Section 8(c) is hereby amended and restated as follows:

(c) The secretary shall record the votes and keep the minutes of all meetings and proceedings of the Board and of the Members; serve notice of meetings of the Board and of the Members; keep appropriate current records showing the Members of the Association together with their addresses; and shall perform such other duties as required by the Board.

Article VIII, Section 8(d) is hereby amended and restated as follows:

(d) 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, shall co-sign promissory notes of the Association and keep proper books of account. At the direction of the Board, cause an audit of the Association books to be made by a competent accountant at least once every three (3) years. Shall prepare an annual budget and a statement of income and expenditures to be presented to the membership at its regular annual meeting and deliver a copy of each to the Members.

Article XIII titled "*Corporate Seal*" is hereby deleted in its entirety.



Article XVI, Section 2 is hereby amended and restated as follows:

**Section 2. The fiscal year of the Association shall begin on the first day of April and end on the 31st day of March of every year; however, the Board may adopt a resolution to change the fiscal year to meet the guidelines of the Association's accounting services provider.**

If any provision of this First Amendment is found to be in conflict with the Bylaws of the Association, this First Amendment shall control.

All other provisions of the Bylaws of the Association shall remain in full force and effect.

I hereby certify that I am the duly elected, qualified and acting President of the Association and that the foregoing amendment was approved by a majority vote of the Board of Directors as set forth above and now appears in the books and records of the Association.



TO CERTIFY which witness my hand this the \_\_\_\_ day of \_\_\_\_\_, 2023.

**Lake Houston Community Association,**

By: \_\_\_\_\_

Printed: \_\_\_\_\_

Its: President

STATE OF TEXAS            §  
  §  
COUNTY OF HARRIS       §

This instrument was acknowledged before me on \_\_\_\_ day of \_\_\_\_\_, 2023, by \_\_\_\_\_, as President of Lake Houston Community Association, Inc. on behalf of said corporation.

\_\_\_\_\_  
Notary Public in and for the State of Texas

**BALLOT TO VOTE ON  
FIRST AMENDMENT  
TO THE  
KINGS CROSSING, SECTION EIGHTEEN PROTECTIVE COVENANTS**

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I/we the undersigned, as representative(s) of all owners of the property listed below, do hereby cast our vote on the First Amendment to the Kings Crossing, Section Eighteen Protective Covenants as follows:

Article II, Section 2 is hereby amended and restated to read as follows:

**Section 2. Prohibition of Offensive or Commercial Use.** No activity which may become an annoyance or nuisance to the neighborhood, or which shall in any way interfere with the quiet enjoyment by each Owner of the Owner's Patio Home, or which shall degrade property values or detract from the aesthetic beauty of the Property, shall be conducted on the Property. No repair work, dismantling, or assembling of boats, motor vehicles or other machinery shall be done on or beside any driveway or adjoining street. The Property shall be used for single-family residential purposes. No part of the Property shall ever be used or caused to be used or allowed or authorized in any way, directly or indirectly, for any business, commercial, manufacturing, mercantile, storing, vending, or other nonresidential purposes. No garage sale, rummage sale, moving sale, or similar type of activity is permitted on a Lot. However, the Association may sponsor a community-wide garage sale (not to exceed twice per calendar year) on a designated date and time as determined in the Board's sole discretion. Estate sales may be permitted subject to prior Association approval. Owners must contact the Association's management agent for approval. An estate sale is hereby defined as a sale, liquidation, or auction of an Owner's personal property after the Owner is deceased, or decides to downsize. The substantive difference between a garage sale and an estate sale is that an estate sale is a more formalized process that involves selling most of the Owner's personal belongings rather than just unneeded items.

FOR Amendment

AGAINST Amendment

Article II, Section 18 is hereby amended and restated to read as follows:

**Section 18. Refuse Collection.** Garbage cans and other trash receptacles for the retention of garbage, trash and other refuse are not to be placed curbside earlier than 5:00 pm the day before garbage collection day and shall be returned to their storage area, out of public view, by the end of the garbage collection day.

FOR Amendment

AGAINST Amendment

Article VI, Section 4 titled "Reimbursement to Mortgagees for Payment of Taxes or Insurance Premiums" is hereby deleted in its entirety.

FOR Amendment

AGAINST Amendment

Article VI, Section 5 titled "Insurance or Condemnation Proceeds; Notice" is hereby deleted in its entirety.

FOR Amendment

AGAINST Amendment

Article VI, Section 8 is hereby amended and restated to read as follows:

**Section 8. Leasing.** Residences subject to these Protective Covenants shall be used exclusively for single-family residential purposes. The term "single-family" as used herein shall refer not only to the architectural design of the dwelling but also to the permitted number of inhabitants, which shall be limited to a single family. No multi-family dwellings may be constructed on any portion of the Property. An Owner must own a Lot for at least one (1) year before the Owner shall be permitted to lease the Lot. Short-term leasing is strictly prohibited. Short-term leasing is defined as any lease term less than twelve (12) consecutive months. "Leasing" for the purposes of these Protective Covenants, is defined as occupancy of a residence by any person other than the Owner or Owner's family member, for which the Owner receives any consideration or benefit, including, but not limited to, a fee, service, gratuity or emolument. Residences must be leased only in their entirety. No fraction or portion of any residence may be leased or rented. All leases shall be in writing and shall contain such terms as the Board may prescribe from time to time. The Board may, but is not obligated to, require copies of a signed lease to be provided to the Board at least ten (10) days before a tenant occupies a Lot. The Board is authorized to adopt a policy governing the leasing of a residence on the Property.

All provisions of these Protective Covenants and of any rules and regulations promulgated pursuant hereto which govern the conduct of the Owner of a Lot and which provide for sanctions against Owners shall also apply to all occupants of a Lot even though such occupants are not specifically mentioned.

Upon request by the Association, each Owner who leases his/her residence shall provide the Association with the name of his/her tenant(s) and a mailing address and phone number where such Owner can be contacted at all times. If an Owner engages a property management company to manage the property, the landlord Owner must provide the Board with the name and phone number of the property management company.

FOR Amendment

AGAINST Amendment

**OWNER(S) OF PROPERTY:**

\_\_\_\_\_  
Signature

\_\_\_\_\_  
Printed Name of Owner

\_\_\_\_\_  
Date

**PROPERTY ADDRESS**

\_\_\_\_\_  
Address

*This ballot may be filed in the Real Property Records of Harris County, Texas with the First Amendment to the Kings Crossing, Section Eighteen Protective Covenants.*

