

**GREEN TREE HOME OWNERS ASSOCIATION**

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**AMENDED & RESTATED  
DECLARATION OF RESTRICTIONS AND COVENANTS ON AND FOR  
GREEN TREE COUNTRY CLUB ESTATES**

*At a properly noticed meeting of the Members of the Green Tree Home Owners Association, Inc. held on the 10<sup>th</sup> day of January, 2017, the following were adopted by vote by written ballot by a majority of the Lots within the subdivision known as Green Tree Country Club Estates, as further identified herein, in accordance with the voting requirements enumerated in the Declaration of Restrictions and Covenants then in effect at the time of the meeting therefore called.*

Reference is hereby made for all purposes to the Restrictions and Covenants On and For Green Tree Country Club Estates, dated February 5<sup>th</sup>, 1979, recorded at Volume 503, Page 701, of the Deed Records of Midland County, Texas. This document replaces and supersedes the above and all of the amendments thereto.

The Green Tree Home Owners Association, Inc., (referred to herein as the "Association"), organized and incorporated under the laws of the state of Texas on the 13<sup>th</sup> day of December, 1990, has responsibility for assuring compliance with the following restrictions and covenants as they pertain to all of that certain property which, when taken together, constitutes all of the North ½ of Section 7, Block X, H.P. Hilliard Survey, Midland County, Texas, known as Green Tree Country Club Estates (referred to herein as the "Subdivision"), according to the map or plat thereof, filed and recorded in the in Cabinet C, Number 15 of Miscellaneous Maps, in the Office of the Midland County Clerk, Plats Records, Midland, County, Texas. The Association has the power and obligation to perpetually manage, operate, maintain, repair, replace, improve and insure the Common Areas, facilities and easements within this Subdivision; to levy and collect annual, regular, and special assessments and make disbursements of proceeds; and take appropriate disciplinary action concerning delinquent lots and accounts as provided under the Texas Property Code, this Declaration and the Bylaws of the Association.

In order to insure the maintenance of the Green Tree Country Club Estates as a residential section of a desirable quality, to assure uniformity and harmony in such development, and to carry out a general plan of maintenance for the use, convenience and benefit of each and every owner claiming any interest therein, the Association desires to implement the following restrictions, conditions and use limitations and does hereby adopt and establish the following covenants, conditions and restrictions:

**1.**

**SCOPE OF RESTRICTIONS, MEMBERSHIP IN ASSOCIATION &  
MANAGEMENT OF ASSOCIATION**

The covenants, conditions and restrictions hereinafter set forth shall constitute covenants running with the land and shall be binding upon all present and future owners of said property, and any person acquiring title to any lot within Green Tree Country Club Estates shall thereby agree and covenant to abide by and

perform the covenants, conditions and restrictions set forth herein. These covenants, conditions and restrictions shall be applicable to Lots 1 through 18, Block 1; Lots 1 through 110, Block 2; Lots 1 through 67, Block 5; Lots 1 through 53, Block 6; Lots 1 through 53, Block 7; Lots 1 through 6, Block 8; Lots 1 through 29, Block 9; lots 1 through 26, Block 10; Lots 1 through 25, Block 11b of Green Tree Country Club Estates, except as otherwise provided herein. A lot, including combined lots, described herein shall be referred to as "Lot", and an owner of a Lot as "Owner".

Upon the sale of a Lot subject to these Amended and Restated Declaration of Restrictions and Covenants (the "Covenants"), the purchaser shall automatically become a Member of the Association. The Lot and Owner shall be subject to all provisions of these Covenants and to the Association's Articles of Incorporation and Bylaws, as the same may be amended from time to time. A membership in the Association shall not be transferred, pledged or alienated in any way, except on the sale of a Lot (and then only to the purchaser of the Lot) or by intestate succession, testamentary disposition, foreclosure of mortgage of record, or other legal process. The foregoing is not intended to include persons or entities who hold an interest merely as security for the performance of an obligation, except in the event of abandonment by the Owner and/or foreclosure, in which case the lender (bank, individual or other entity holding the first note on the property) shall have all the rights and obligations of membership. The record Owner(s) of a Lot shall be entitled to one (1) membership in the Association and to cast one (1) vote on any matter required to be submitted to the Members for voting on any matter submitted to a vote of the Members. Any joint Owners shall designate to the Association, in writing, the name of the person entitled to vote said membership as provided in the Bylaws. At the discretion of the Directors of the Association, no certificates of membership need be issued, and if certificates are not issued, membership shall be evidenced by an official list of Members kept by the Association.

The business and affairs of the Association shall be managed by a Board of Directors consisting of the number of persons required by the Bylaws ("Board"). The Members shall elect Directors to hold office and fill vacancies occurring on the Board of Directors in accordance with the Bylaws.

## 2.

### USE OF PREMISES

All Lots in Green Tree Country Club Estates Shall be used only for single-family residential dwellings. No structures of any kind shall be constructed or placed on Lot 1 of Block 1 or Lot 54 of Block 6.

Garages and other customary and usual accessory structures may be attached or detached from residential dwellings; provided however, all garages shall be sufficient in size to accommodate the parking and storing of not less than two automobiles. Vehicles shall not be parked on the streets except for occasional or temporary purposes. Vehicles parked in driveways, on the street or otherwise visible from public roads must be in operable condition with current state required inspection and registration tags. No vehicles may be parked in yards or block access to neighboring properties' driveways or walkways. No resident may house or maintain more vehicles than may be legally parked within the garages and driveways of their Lot(s). No boats, trucks, trailers, campers, automobiles, golf carts or any other type of vehicle shall be stored or kept on any Lots or drives, except in enclosed garages protected from view of the public or other residents of the Subdivision, unless otherwise expressly permitted by the Architectural Control

Committee (hereinafter called the "Committee"), as hereinafter provided for. There shall be no open carports.

3.

**STRUCTURES**

No dwelling shall be erected or permitted to remain on any Lot having a ground floor area of less than 1800 square feet (when measured to exterior walls), exclusive of attached garages or similar appendages.

Any person desiring to commence the construction, reconstruction, remodeling, addition to, or alteration of any building, swimming pool, wall, fence, or other structure whatsoever, shall submit to the Committee, a complete set of plans and specifications for said improvements showing the erection or alteration desired. No such structure or improvement of any kind shall be erected, altered, placed or maintained upon any Lot unless and until the final plans, elevations, and specifications therefor have received written approval as herein provided. Such plans shall include plat plans showing the locations on the Lot or property of the wall, fence, or other structure proposed to be constructed, placed, altered, or maintained, together with the proposed color scheme for roofs and exteriors thereof. The Committee shall approve or disapprove the plans, specifications and details within thirty (30) days from the receipt thereof. The plans and specifications and details, with the approval or disapproval endorsed thereon, shall be returned to the person submitting it. The Committee shall have the right to disprove any plans, specifications or details submitted if:

- i. Such plans, specifications and details are not in accordance with all of the provisions of these restrictions and covenants;
- ii. The design or color scheme of the proposed building or other structure is not in harmony with the general surroundings of such Lot or with the adjacent buildings or structures;
- iii. The plans and specifications submitted are incomplete;
- iv. The Committee deems the plans, specifications or details or any part thereof to be contrary to the interest, welfare or rights of all or any part of the real property subject hereto, or the Owners thereof, or of the adjacent property Owners, all at the sole discretion of the Committee.

Decisions of the Committee shall be final and binding. Neither the undersigned, nor the Association, any architect or agent of the Association, or any member of the Committee shall be responsible in any way for (i) any defects in any plans or specification submitted, revised or approved in accordance with the forgoing, (ii) for any structural or other defects in any work done according to such plans or such specifications or (iii) verifying compliance with any city building or code provision applicable thereto. No building or improvements of any kind constructed or placed upon any of said Lots thereafter shall be moved without prior written approval of the Committee.

Each Owner is responsible for the maintenance of their Lot(s), including any improvement thereon, so as to ensure the quality of the neighborhood.

4.

**ANTENNAS AND AERIALS**

The exterior attachment or mounting of all aerial masts, radio and television antennae to any structure or on the surface of any lands located in the Subdivision is prohibited. Installation of small satellite dishes, of a diameter of not larger than 28 inches, is permitted if the location of the installation is inconspicuous. The interior mounting of such objects is allowed without obtaining consent or approval by the committee.

5.

**ROOF CONSTRUCTION**

No replacement roofing materials shall be used within the Subdivision without prior written approval of the Committee unless the material used is identical to the roofing material previously approved by the Committee. No structure in the Subdivision may have a roof covered with built-up crushed rock or any material that is metallic in appearance without the prior written approval by the Committee. The Committee may approve roofing material of a grade approved by the City Code of the City of Midland, with a minimum forty (40) year guarantee and consistent with the existing esthetics of the neighborhood.

All plans submitted to the Committee, including plans for re-roofing any structure within the Subdivision, shall include detailed roofing specifications, and approval of such shall be at the sole discretion of the Committee, in accordance with Section 3 of these Covenants, but subject at all times to Texas Property Code §202.011.

6.

**SETBACK LINES**

All Lots. No structure shall be placed on any Lot nearer than twenty (20) feet to any street, nor nearer than ten (10) feet to any side property line, unless otherwise approved by the Committee. Furthermore, no structure shall be placed on any Lot fronting Green Tree Boulevard nearer than thirty (30) feet to such street. Additionally, no structure shall be placed on any Lot nearer than twenty (20) feet to any rear Lot line abutting the golf course, nor nearer than ten (10) feet to any rear Lot line on any other Lot, unless otherwise approved by the Committee.

Lots in Blocks 9 and 10. All structures in Block 9 and Block 10 shall be constructed with the building line on the West property line and shall have at least ten (10) linear feet between the East side of the structure and the East property line. The Owner of any Lot in Block 9 or 10 shall have full right of ingress and egress upon and across the East ten (10) feet of the Lot lying West of and adjacent to such Owner's Lot; provided however, the right of ingress and egress provided for herein shall be used only for the purpose of placing, constructing, repairing, removing, maintaining or relocating any structure lying on the West property line of such Owner's Lot. Upon Completion of any such construction, alteration, installation or replacement of any structure, the Lot Owner performing or causing to be performed such construction, alteration, installation, or replacement shall pay the Owner of the adjacent Lot reasonable compensation for any structures, fences, walls, or vegetation damaged or destroyed during such

construction. For the purpose of this covenant only, eaves, rooflines, and all other structural extensions shall not extend more than three (3) feet over or beyond the West property line of any Lot. Drainage structures shall be installed and attached to any roofline bordering or extending over the West property line of any Lot in Block 9 or 10 in such a manner as will prevent drainage damage to any adjacent property. Landscaping and irrigation on each Lot must be installed and maintained in such a manner as to cause no damage to the Lot and property to the East.

7.

### SIGNS

No sign or signs of any type shall be displayed to the public view on any residential Lot except (i) school or church activity participation signs; (ii) a temporary political sign (not to exceed three square feet in size); (iii) one builder's professional sign (of not more than eight square feet in size) per Lot for advertising and sales purposes only during the applicable modification, renovation, re-roofing, or initial construction and sales period; (iv) a dignified "for sale" or "for rent" sign (of not more than nine square feet in size) may be utilized by the Owner of the residential property.

8.

### FENCES

All fence plans must be submitted to the Committee for approval prior to construction. No fence can be placed unless it has prior written approval of the Committee. The following general guidelines shall apply, unless exceptions or alternate guidelines are adopted by the Board of Directors:

- i. No chain link or open wood picket fencing will be allowed within the Subdivision.
- ii. No fence or wall shall be built nearer to any street in the Subdivision than the building setback line or twenty (20) feet, whichever is greater.
- iii. Fences five (5) feet or more in height and constructed of solid decorative masonry, masonry and wrought iron (or similar material) or solid wood may be constructed on the rear property line of each Lot abutting a dedicated public right of way outside of the Subdivision.
- iv. Any fence within twenty (20) feet of the golf course property line shall conform to the following guidelines:
  - a. Must be of brick or stucco pilasters with wrought iron (or similar material) fencing.
  - b. Maximum height must not exceed six (6) feet.
  - c. The distance between pilasters cannot exceed sixteen (16) feet.
  - d. A footwall not to exceed thirty (30) inches in height will be permitted with or without the above type of fencing.
- v. Solid fences of wood, brick, or masonry may be constructed with brick or stucco pilasters with a maximum spacing of sixteen (16) feet and a maximum height of eight (8) feet between Lots so long as the street and golf course restrictions are

- complied with. Wrought iron (or similar material) fencing between pilasters as described above is also allowed.
- vi. Foot walls or curbing outlining decorative planting and driveways are allowed, as well as low wrought iron (or similar material) fencing so long as the appearance is appropriate to the property and the neighborhood.

9.

**PERIMETER FENCES AND WALLS**

Owners whose Lots back up to Midland Drive (Driftwood Drive and Dogwood Court) shall not modify, paint or remove or change in any way the wall behind their homes on Midland Drive. The association will maintain the Midland Drive wall in its present state and in good condition. All other Owners shall be responsible for maintaining any and all fences/walls on their property.

10.

**TEMPORARY STRUCTURES**

No trailer, tent, shack, garage, barn or other outbuilding or structure of a temporary character shall, at any time, ever be used as a residence, temporary or permanent; nor shall any structure of a temporary character ever be used in any way or moved onto or permitted to remain on any Lot, except during construction of permanent structures.

11.

**GARBAGE AND TRASH DISPOSAL**

No Lot shall be used as a dumping ground for rubbish. All trash, garbage, grass clippings, leaves and other waste must be sealed in plastic bags or appropriate clean and sanitary containers. Each Owner of a Lot or building site shall keep his land free at all times of trash, garbage, and debris. No such material shall be burned. The Association shall arrange for collection and handling of garbage and trash.

12.

**GRASS AND WEEDS**

The Owner of each Lot shall keep grass, weeds, and vegetation (except as part of a landscaping plan) trimmed or cut so that the same shall remain in a neat and attractive condition. All landscaping on each Lot shall be maintained in a manner consistent with a well-kept neighborhood.

## 13.

**ANIMALS AND NUISANCES**

No horses, cows, poultry, or livestock of any kind shall be raised, bred or kept on any residential Lot, except that dogs, cats or other household pets may be kept, provided that they are not kept, bred or maintained for commercial purposes. No noxious or offensive activity shall be carried on or maintained on any Lot in the Subdivision, nor shall anything be done or permitted to be done thereon which may be or become a nuisance in the neighborhood. The City of Midland enforces ordinances concerning confining pets to your premises, using leashes off premises and noise limitations such as barking. The Association encourages strict adherence to the ordinances.

## 14.

**CONSTRUCTION**

If the Owner of any Lot fails to complete construction of a residence thereon within the two year period following the earliest to occur of: the beginning of new construction, the date of these Covenants and Restrictions, or the date upon which the demolition of the prior residence on such Lot commences, the Association may levy a fine of not less than \$200.00 per day upon the Owner, commencing 30 days following the date upon which the Association notifies such Owner of an intent to levy such fine.

## 15.

**PUBLIC PARKWAYS**

The Association shall maintain, or cause to be maintained, public parkways not otherwise maintained by adjoining Owners. Public Parkways includes, without limitation, all medians and areas located between rear fences and street curbs.

## 16.

**EASEMENTS**

To the greatest extent permitted by applicable law, perpetual easements are reserved over and across the Lots in the Subdivision for the purpose of installing, repairing and maintaining, or conveying to proper parties so that they may install, repair, and maintain electric power, water, sewage, gas, telephone, and similar utility facilities and services, for all the Lots and properties in the Subdivision as follows: all easements shown on the recorded plat of the Subdivision are adopted as part of the restrictions, and access may be had at all reasonable times thereto for maintenance, repair and replacement purposes, without the Owner being entitled to any compensation or redress by reason of the fact that such maintenance, repair or replacement work has proceeded. The easements reserved and dedicated under the terms and provisions hereof shall be for the general benefit of the Subdivision and any other land owned or acquired in the vicinity thereof. The easements shall also inure to the benefit of any and may be used by any public or

private utility company entering into and upon said property for the purposes aforesaid, without the necessity of any further grant of such easements rights to such utility companies. Each Owner shall hold the Association harmless from liability on any claim arising out of players on the golf course hitting golf balls onto or retrieving golf balls from the Owner's Lot. Neither the City of Midland, Texas, nor the Association, shall ever be liable for any damage to shrubbery, trees, flowers, or property of any kind on the land within the boundaries of said easements.

17.

### **ARCHITECTURAL CONTROL COMMITTEE**

A Committee shall be appointed by the Board of Directors of the Association with its chairperson being a member of the Association Board of Directors. It shall be the purpose of such Committee, in reviewing plans, specifications and plot plans, to insure for all Owners harmony of external and structural design and quality with existing structures. With the approval of the Association's Board of Directors, the Committee shall have the right to designate a representative to act for the Committee.

18.

### **WATER DEVELOPMENT**

No water drilling or development operations of any kind shall be permitted upon or in any part of the lands included in the Subdivision, unless otherwise approved by the Committee. All water and all sewage facilities provided by the City of Midland shall be in service and connected to each structure prior to occupancy thereof. No on-site septic tanks will be permitted.

19.

### **DEFAULT**

If the Owner of any home, Lot or building site fail to abide by any of these Covenants, a provision of the Bylaws, or a rule or regulation authorized and adopted by in conformity with any of the foregoing, and if such failure or default continues uncured for thirty (30) days after written notice thereof which complies with Texas Property Code §209.006 is mailed to the Owner of the Lot at the Owner's last known address, the Association, or its agent(s), may go upon such Lot and correct the default, and the Association shall not be guilty of any manner of trespass or liability to the Owner in any respect as a result thereof. The Owner shall be obligated to reimburse said Association for all expenses incurred by it in performing such work, and the amount to be reimbursed shall bear interest at the rate set for past due Assessments from the date such work is performed or caused to be performed by the Association until the Association is reimbursed by the Owner therefore. Any default on the payment of reimbursement shall be secured by lien against the Lot or building site in the same manner as an Assessment hereinafter provided for.



20.

### ASSESSMENTS

Annual Assessments. Each Lot in the Subdivision and the Owner(s) of each such Lot are hereby subjected to an annual assessment (the "Maintenance Charge") for the purpose of maintaining a fund for the Association to fulfill its functions and obligations. The amount of such Maintenance Charge shall be determined by the Board of Directors of the Association and may provide for an assessment to be different for unimproved Lots and for vacant homes from that assessed against each occupied Lot. Unless a different payment schedule is set by the Bylaws, the Maintenance Charge shall be payable in semi-annual installments, one half of an annual charge to be due on the first day of May and one half to be due on the first day of November of each year. A statement of the Maintenance Charge will be sent to each Owner, or their appointed representative, not less than fifteen (15) days before due. The Maintenance Charge shall be set by the Directors at the annual meeting, not exceed \$500.00 per year for any Lot unless approved by a vote of the majority of a quorum of the Owners of Lots in the Subdivision at a meeting of the members.

Special Assessments. In addition to the annual Maintenance Charge, the Association may levy in a special assessment applicable to that year only for the purpose of defraying, in whole or in part, the cost of any construction, reconstruction, repair, or replacement of a capital improvement on the Common Area, including fixtures and personal property related to such area. Any special projects which require special assessments shall be determined by the Board of Directors and each Owner shall be given notice thereof not less than 90 days prior to the date upon which any such special assessment is due. For any special assessment in excess of \$1,000.00 per Lot (singularly or cumulatively) within an annual period, such special assessment must be approved by a vote of the majority of a quorum of the Owners of Lots in the Subdivision at a meeting of the members.

Creation of a Lien and Personal Obligation. Annual assessments and special assessments ("Assessments"), shall be fixed, established and collected from time to time by the Association as provided herein and in the Bylaws. Such Assessments, together with permissible costs and interest as set forth in the Bylaws, shall be a charge on and shall be a continuing lien upon each Lot against which such Assessment is made and shall also be the personal debt and obligation of the Owner of such Lot at the time of the Assessment in accordance with the laws of the State of Texas. Assessments and other charges imposed under these Covenants and the Bylaws shall incur interest, late charges, and costs of collection, including attorney's fees, if not paid when due, the amount thereof to be set by the Board to the greatest extent allowed by applicable law. To the extent necessary to effect the purposes herein stated, the Owners do hereby severally grant to the Association a separate lien upon the Lot owned by each Owner, which lien shall be enforceable separately as to each such Lot. The lien herein granted may be enforced by any method provided by law, including foreclosure and sale in accordance with the provisions of the Texas Property Code in effect at the time of foreclosure, after sixty-one (61) days written notice, sent by certified mail, return receipt requested, and opportunity to cure to the Owner (and any lienholder subordinate to the Association) of such Lot as reflected by the records of the Association.

Subordination of Association Lien. The lien provided for in this declaration will be subordinate to the lien of any purchase money first deed of trust. Liens are also subordinate to any city, school

district, or county ad valorem tax lien. A sale or transfer of any Lot will not affect the lien. However, the sale or transfer of any Lot pursuant to foreclosure of a senior lien, whether judicial or by exercise of power of sale, will extinguish the assessment lien (but not the personal obligation of the Owner) as to payments which became due prior to such sale or transfer. No sale or transfer will relieve such Lot from liability for any assessments thereafter becoming due or from the lien of such subsequent assessments, nor relieve the prior owner of the Lot at the date of the Assessment from personal liability therefore.

21.

**LEASED PROPERTY**

Upon any leasing of any Lot within the Subdivision, the Owner of such Lot shall notify the Association of the name of the lessee, the term of the lease, the address of the Owner of the Lot, and the name of the party that is to receive notices with respect to Maintenance Charges and any other notice required under the terms and provisions of these Covenants.

22.

**FUND DISBURSEMENT**

The Association may apply all funds of the Association, including those paid as Maintenance Charges, for all Lawful purposes. The Directors shall have sole discretion over any funds received as a result of a Special Assessment and may make changes to the plans, specifications or improvements, as determined by the Board to be in the interest of the Subdivision without the necessity of submitting same to the Membership for vote.

Without limiting the generality of the forgoing, funds of the Association are authorized and permitted for the following purposes; lighting, landscaping, improving, maintaining the streets and right-of-way in the Subdivision and the entrances thereto; maintaining water lines and other utilities; collecting and disposing of garbage, trash and debris; employing policeman, watchmen and other security personnel; caring for vacant Lots, fogging or spraying for insects; and employing architects, accountants and attorneys to aid the Association.

23.

**UTILITIES**

Except as to special street lighting or other aerial facilities which may be required by the City of Midland or may be required by the franchise of any utility company, no aerial utility facilities of any type (except meters, risers, service pedestals and other surface installations necessary to maintain or operate appropriate underground facilities) shall be erected or installed in the Subdivision whether upon individual Lots, easements, streets, or right-of-way of any type, whether by the utility company or any other person or entity, including (but not limited to) any person owning or acquiring any part of the Subdivision. All utility service facilities, including (but not

limited to) water, sewer, gas, electricity and telephone, shall be buried underground, under alleys, streets, or utility easements.

24.

**PARTIAL INVALIDITY**

Invalidation of any covenant or restriction shall not affect in any way the validity of all other such covenants or restrictions, all of which shall remain in full force and effect.

25.

**DURATION OF RESTRICTIONS**

These Covenants shall run with the land and shall be binding upon and inure to the benefit of each and every Owner, and its heirs, successors or assigns for a period commencing on the date of filing and continuing through and including December 31, 2050, and thereafter, for successive periods of ten (10) years each unless Owners owning a majority of the Lots shall, by instrument in writing signed by said Owners and recorded in the Official Records of Midland County, Texas, declare these Covenants terminated as of December 31, 2050, or as of the end of any subsequent ten year period. These Covenants may be amended or modified by affirmative vote of the Owners owning a majority of the Lots by written (or electronic) ballot at a member meeting called for such purpose, effective upon the recording of such amendment, signed by the President of the Association and attested to by the Secretary of the Association.

26.

**ENFORCEMENT OF RESTRICTIONS, COVENANTS & BYLAWS**

**Right to Enforce.** The Association, or any Owner, shall have the right to enforce, by any proceeding at law or in equity, all restrictions, conditions, covenants, easements, reservations, liens, and charges now or hereafter imposed by the provisions of these Covenants. Failure by any person to enforce any covenant or restriction so imposed will in no event be deemed a waiver thereof.

**Interest.** The Bylaws shall provide that if an Assessment is not paid when due, the same shall bear interest (but not in excess of the highest lawful rate) from the date the assessment becomes due until the date the same is paid and shall set such rate.

**Association Costs & Fees of Enforcement.** If the Association incurs costs or fees to collect an Assessment or enforcement the covenants and restrictions set forth herein, the Association shall be entitled to recover those costs, along with reasonable attorneys' fees incurred by it, which shall be paid by the applicable Owner. All such costs and fees, and any interest thereon, shall be secured by a lien on the property in the same manner as an Assessment, except that no lien consisting solely of attorney's fees, costs or interest may be foreclosed by the Association.

Fines for Violation(s). If an Owner of any Lot fails to abide by any applicable restriction, covenant or bylaw, and if such failure or default continues uncured for thirty (30) days after written notice thereof mailed to the Owner of the Lot at the Owner's last known address, and in conformity with Texas Property Code §209.006, the Association may impose fines upon the Lot in amounts determined by the Association Board or suspend the Owner of the Lot's use of Common Areas, and the Association shall not be guilty of any manner of trespass or liability to the Owner in any respect as a result thereof and no Owner shall escape liability for Assessments by virtue of any such action by the Association. The Association may, acting through the Board, and in its discretion, take a combination of the foregoing actions and taking any one action shall not be deemed to prohibit taking additional action. Fines imposed by the Association Board hereunder shall be defined and promulgated by the Board and shall continue in effect until a subsequent publication is made. Each day shall constitute a separate offense for purposes of calculating any fine. Any default on the payment of the fines imposed by the Association shall likewise be secured by a lien against the Lot in the same manner as the Assessments, except that the right to foreclose such lien shall be limited as required by applicable law.

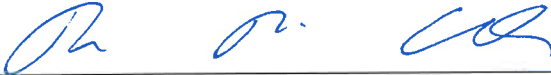
27.

**TEXAS LAW AND VENUE**

The terms, conditions, and provisions of this declaration shall be governed, controlled and construed by the laws of the state of Texas, without regard to any choice of law provisions. Venue for all purposes shall be Midland County, Texas.

In the case of any conflict between these Covenants and the Bylaws, these Covenants control. In the event that any provision herein is now, or later determined, to violate applicable law, such provision shall be deemed amended or restricted as needed to comply with such law, maintaining, to the greatest extent possible without violating such law, the original intent of the provision.

*Executed at Midland County, Texas, as of the date of acknowledgement below, but to be effective upon recording in the real property records of Midland County, Texas.*

  
 \_\_\_\_\_  
 President, Green Tree Home Owners Association, Inc.  
 Name Printed: Roger Brian Clark

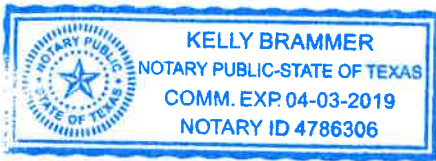
Attest:

  
 \_\_\_\_\_  
 Secretary, Green Tree Home Owners Association, Inc.  
 Name Printed: Cheryl Prince

THE STATE OF TEXAS }  
County of Midland }

Before me, on this day, personally appeared Roger Brian Clark  
known or proved to me to be the person whose name is subscribed to the forgoing and  
acknowledged to me that he/she executed the same for the purposes and consideration therein  
expressed, as President of the Green Tree Home Owners Association, Inc.

Given under my hand and seal of office, this 17 day of January, 2017.



Kelly Brammer  
(Notary Public, State of Texas)

THE STATE OF TEXAS }  
County of Midland }

Before me, on this day, personally appeared Cheri Prince  
known or proved to me to be the person whose name is subscribed to the forgoing and  
acknowledged to me that he/she executed the same for the purposes and consideration therein  
expressed, as Secretary of the Green Tree Home Owners Association, Inc.

Given under my hand and seal of office, this 17 day of January, 2017.

Terrie L. Hawkins  
(Notary Public, State of Texas)

