

**THIRD AMENDED DECLARATION OF COVENANTS, CONDITIONS AND  
RESTRICTIONS FOR SHERWOOD FOREST WEST, A SUBDIVISION IN  
GALVESTON COUNTY, TEXAS**

THE STATE OF TEXAS           \*  
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COUNTY OF GALVESTON       \*

WHEREAS, The Declaration of Covenants, Conditions and Restrictions for Sherwood Forest West, A subdivision in Galveston County, Texas, was filed of record in the Official Deed of Trust Records, Book No. 3168, Page 333 of Real Property of Galveston County, Texas under Clerk’s File No. 200249, and subsequently amended under Clerk’s File No. 8221551.

WHEREAS, the Texas Property Code allows for the Amendment of existing declarations with sixty-seven percent (67%) approval of the lot owners.

WHEREAS, at duly called meeting on July 19, 2023, over sixty-seven percent (67%) of the Lot Owners in Sherwood Forest West Homeowner Association approved all of the proposed amendments.

WHEREAS, this Third Amended Declaration will restate the provisions of the Declarations which have not changed and then will state in bold the provisions which were amended.

Now therefore, the below mentioned directors and officers hereby certify that the requisite amount of signatures was obtained on official ballots and the official ballots will be maintained as an association records to validate the follow amendments:

ARTICLE I

DEFINITIONS

Section 1. “Association” shall mean and refer to SHERWOOD FOREST WEST HOMEOWNERS’ ASSOCIATION, its successors and assign, provided for in Article V hereof.

Section 2. “Properties” shall mean and refer to SHERWOOD FOREST WEST, subject to the Reservations set forth herein and/or in the Subdivision plat, and any additional properties made subject to the terms hereof pursuant to the provisions set forth herein.

Section 3. “Lot” and/or “Lots” shall mean and refer to the Lots shown upon the Subdivision Plat which are restricted hereby to use for residential purposes.

Section 4. “Owner” shall mean and refer to the record owner whether one or more persons or entities, of fee simple title to any Lot which is the part of the Properties, including contract sellers, but excluding those having such interest merely as security for the performance of an obligation and those having only an interest in the mineral estate.

Section 5. “Subdivision Plat” shall mean and refer to the map or plat of SHERWOOD FOREST WEST, recorded in Volume 15, Page 163, of the Map of Records of Galveston County, Texas.

## ARTICLE II

### RESERVATIONS EXCEPTIONS AND DEDICATIONS

Section 1. The Subdivision Plat dedicates for use as such, subject to the limitations set forth therein, the streets and easements shown thereon, and such Subdivision Plat, further, establishes certain restrictions applicable to the Properties, including, without limitations, certain minimum setback lines. All dedications, limitations, restrictions and reservations shown on the Subdivision Plat are incorporated herein and made a part hereof as if fully set forth herein, and shall be construed as being adopted in each and every contract, deed or conveyance executed or to be executed by or on behalf of Declarant, conveying said property and/or any part thereof, whether specifically referred to therein or not.

Section 2. Declarant reserves the easements and rights-of-way as shown on the Subdivision Plat for the purpose of constructing, maintaining and repairing a system or system of electric lighting, electric power, telegraph and telephone line or lines, gas, sewers, or any other utility Declarant sees fit to install in, across and/or under the Properties.

Section 3. Declarant reserves the right to make changes in and additions to the above easements for the purpose of most efficiently and economically installing the improvements.

Section 4. Neither Declarant nor any utility company using the easements herein referred to, shall be liable for any damages done by them or their assigns, their agents, employees or servants, to fences, shrubbery, trees or flowers or other property of the owner situated on the land covered by said easements.

Section 5. It is expressly agreed and understood that the title conveyed by Declarant to any Lot or parcel of land within the Properties by contract, deed or other conveyance shall be subject to any easement affecting same for roadways or drainage, water, gas, sewer, storm sewer, electric light, electric power, telegraph or telephone purpose and shall convey no interest in any pipes, lines, poles or conduits, or in any utility facility or appurtenances thereto constructed by or under Declarant or any easement owner, or their agents through, along or upon the premises affected thereby, or any part thereof, to serve, said land or any other portion of the Properties, and where not affected the right to maintain, repair, sell or lease such appurtenances to any municipality, or other governmental agency or to any public service corporation or to any other party, and such right is hereby expressly reserved.

## ARTICLE III

### USE RESTRICTIONS

#### Section 1. Land Use and Building Type.

All lots shall be known and described as Lots for residential purposes only hereinafter sometimes referred to as “residential lots”, and no structure shall be erected, altered, placed or permitted to remain on any residential Lot other than one single-family dwelling not to exceed two (2) stories in height and a detached garage, providing it is at least sixty (60) feet from the front building line, or an attached garage, providing it is a minimum of thirty (30) feet behind the front building line for the main structure or a side-loading garage that fronts on a line perpendicular to the line of the street. Garages must be for not less than two or more than four cars. Carports on residential Lots are prohibited.

As used herein, the term “residential purposes” shall be construed to mean that each lot and residence shall be used only as a single family residence; provided that no Owner or Resident shall be precluded with respect to his Residence from maintaining a personal professional library, keeping his personal business records or accounts therein or handling his personal business or professional calls or correspondence therefrom, and the Association may make further rules and regulations governing use of such purposes. For purposes of this restriction, and Section 2 below, a single family shall mean any number of persons related by blood, adoption or marriage living with not more than one person who is not so related as a single household unit or no more than two persons who are not so related living together as a single household unit, and the household employees of either such household unit. As used herein, the term single family use shall be construed to prohibit, among other things, the use of any Lot for duplex houses, garage apartments for rental purposes, apartment houses, or short-term transient occupancy.

- Short-term transient occupancy shall include any vacation rental arrangement. The short-term transient nature of any occupancy shall be determined by the intent of the parties at the time the parties enter into the leasing arrangement.
- The leasing of any Lot within the Property for a term of less than six (6) months shall be deemed short term transient occupancy and shall not be considered single family residential use. No Lot, or portion thereof, may be leased to a third party for a term of less than six (6) months. For purposes of this provision, “third party” shall be defined as any person who is not an Owner as that term is defined in Article I above.
- The Association requires notice of all leases or other rental agreements. Within thirty (30) days of signing a lease of any Lot, or portion thereof, the Owner shall provide the Association with contact information, including the name, mailing address, phone number, and e-mail address of each person who will reside on the Lot under a lease. Additionally, the Owner shall advise the Association of the commencement date and term of the lease.
- If an Owner lists their Lot, or any portion thereof, for lease for a period of less than six (6) months in any publication or on any website or social media, the Association may assess a fine of 200% of the listed advertised rate. Such fine shall be assessed to the Owner and shall be treated the same as an assessment. The imposition of a fine does not preclude the Association from pursuing any other remedy authorized by law.<sup>1</sup>

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<sup>1</sup> Amended July 19, 2023

Section 2. Architectural Control.

No building shall be erected, placed or altered on any Lot until the construction plans and specifications and a plot plan showing the location of the structure thereon have been approved by the Architectural Control Committee as to harmony with existing structures with respect to exterior design, location with respect to topography and finished grade elevation and as to compliance with minimum construction standards more fully provided for in Article IV hereof.

Section 3. Dwelling Size.

The living area of the main residential structure, exclusive of open porches and garages, shall not be less than 1800 square feet for a one-story dwelling, nor shall the lower living area of the main residential structure of a two (2) story dwelling be less than 1100 square feet, nor shall the lower living area plus the upper living area of the main residential structure of a two (2) story dwelling be less than 2200 square feet.

Section 4. Type of Construction, Materials and Landscape.

(a) All roofing materials installed (new or re-roofing) in the Subdivision must be dimensional, laminated, architectural grade, fire rated asphalt shingles. Acceptable colors will be shades of grey, brown and charcoal. White, red, green, blue or pastel colors are unacceptable. Any deviations to the roofing method must be approved in writing by the Architectural Control Committee. All roof installations must be inspected by a registered Windstorm Inspector and installed for the wind load of the area.

(b) A concrete sidewalk four (4) feet wide shall be constructed parallel to the curb along the entire fronts of all Lots. In addition thereto, four (4) foot sidewalks shall be constructed parallel to the curb along the entire side of all corner lots, and the plans for each residential building on each of said lots shall include plans and specifications for such sidewalk and same shall be constructed and completed before the main residence is occupied.

(c) No window or wall type air conditioners shall be permitted to be used, erected, placed or maintained in or on any building in any part of the Properties.

(d) Each kitchen in each dwelling unit or living quarters on any lot shall be equipped with a garbage disposal unit, which garbage disposal unit shall at all times be kept in a serviceable condition.

(e) No fence or wall shall be erected, placed or altered on any Lot nearer to the street than the minimum building setback lines as shown on the recorded plat. The erection of a chain link fence facing upon a street on any Lot is expressly prohibited.

Section 5. Location of Improvements.

No building shall be located on any Lot nearer to the front line or nearer to the side street line than the minimum setback line shown on the recorded plat. No building shall be located on any Lot nearer than ten (10) feet to any side street line. The main residential structure (exclusive of detached garages or out buildings) shall be located no less than fifteen (15) feet from the rear property line. No part of the house building shall be located nearer than five (5) feet to an interior lot line except where the adjoining house building is located more than five (5) feet from the same interior lot line, in which event one house building may be located no nearer than three (3) feet from said interior lot line, provided that the adjoining house building is located at least seven (7) feet from the same interior lot line to the effect that a minimum of ten (10) feet is maintained between adjacent main residential house buildings. A garage or other permitted accessory building located sixty (60) feet or more from the front lot line may be a minimum distance of three (3) feet from an interior lot line. For the purposes of this covenant, eaves, steps and unroofed terraces shall not be considered as part of a building provided, however, that this shall not be construed to permit any portion of the construction on a lot to encroach upon another lot.

Section 6. Minimum Lot Area.

No lot shall be subdivided nor shall any building be erected or placed upon any Lot having area of less than 7000 square feet; provided, however, that nothing contained herein shall be construed to prohibit the resubdivision of any Lot or Lots within the Properties if such resubdivision results in each Lot containing not less than the minimum Lot area aforesaid; it being the intention of this restriction that no building plot with the Properties contain less than the aforesaid minimum area.

Section 7. Annoyance or Nuisances.

No noxious or offensive activity shall be carried on upon any Lot nor shall anything be done thereon which may become an annoyance to the neighborhood.

Section 8. Temporary Structures.

No structure of a temporary character whether trailer, basement, tent, shack, garage, barn or other outbuilding shall be maintained or used on any Lot as a residence, or for any other purpose, either temporarily or permanently unless approved by the Architectural Control Committee. No truck, trailer, boat, automobile or other vehicle shall be stored, parked, or kept on any Lot or in the street in front of the Lot unless such vehicle is in day-to-day use off the premises and such parking is only temporary, from day-to-day; provided, however, that nothing herein contained shall be construed to prohibit the storage of an unused vehicle in the garage permitted on any Lot covered hereby. **Further, boats, trailers, Recreational Vehicles, or campers may be parked, stored, or kept on a lot for no more than 72 hours for the purposes of loading, unloading, or maintenance only. If the boats, trailers, Recreational Vehicles, or campers are found to be parked, stored or kept on the driveway or street in excess of 72 hours, then the owner will be in violation of the Declarations, and may be subject to fines.<sup>2</sup>**

Section 9. Signs and Billboards.

No signs, billboards, banners, streamers, contractor's signs, posters or advertising devices of any character shall be erected, permitted or maintained on any Lot or Plot except for a sign no larger than 6 sq. ft. advertising that property for sale or rent, and except as allowed by State Law.

Section 10. Oil and Mineral Operations.

No oil drilling or development operations, oil refining, quarrying or mining operations of any kind shall be permitted upon or in any Lot nor shall oil wells, tanks, tunnels, mineral excavations or shafts be permitted upon or in any Lot. No derrick or other structure designed for use in boring for oil or natural gas shall be erected, maintained or permitted on any Lot.

Section 11. Storage and Disposal of Garbage and Refuse.

No Lot shall be used or maintained as a dumping ground for rubbish. Trash, garbage or other waste materials shall not be kept except in sanitary containers constructed of metal, plastic or masonry materials with sanitary covers or lids. Equipment for the storage or disposal of such waste materials shall be kept in clean and sanitary condition. No Lot shall be used for the open storage of materials whatsoever, which storage is visible from the street, except that new building materials used in the construction or improvements erected upon any Lot may be placed upon such Lot at the time construction is commenced and may be maintained thereon for a reasonable time, so long as the construction progresses without undue delay, until the completion of the improvements, after which these materials shall be either removed from the Lot or stored in a suitable enclosure on the Lot. Trash containers shall not be stored in public view.

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<sup>2</sup> Amended July 19, 2023.

Section 12, Maintenance of Premises

- (a) Lawns shall be kept mowed, edged and cut in a manner consistent with the appearance of the neighborhood. Grass Lawns over 6" high shall be immediately mowed, edged and cut. Sidewalks and driveways shall be kept edged in a neat manner consistent with the appearance of the neighborhood. The front easement of lots shall be kept mowed and lots shall be kept free of debris.
- (b) Exterior surfaces of houses and other structures shall be kept repaired and in good condition with no peeling paint, broken or missing siding, brick, roofs, gutters, windows or other exterior items which would detract from the appearance of the neighborhood.
- (c) Fences of any type shall be kept in good repair. Rotted or broken boards shall be replaced. Fences shall be straight and plumb with no leaning or sagging. Wrought iron or metal fences shall be kept painted and in good repair, plumb and straight.
- (d) Any and all types of motor vehicles are prohibited from being parked on any part of the Lot other than the driveway or inside a garage, and the vehicles must be positioned to prevent the blocking of a sidewalk at all times.
- (e) Trash receptacles and trash for pickup must be placed on the sidewalks no sooner than 24 hours before pickup time and removed by the end of the day of the trash pickup.

ARTICLE IV  
ARCHITECTURAL CONTROL COMMITTEE

Section 1. Approval of Building Plans.

No building shall be erected, placed or altered on any Lot until the construction plans and specifications and a plot plan showing the location of the structure have been approved in writing as to the harmony of exterior design with existing structures, as to location with respect to topography and finished ground elevation and as to compliance with minimum construction standards by SHERWOOD FOREST WEST Architectural Control Committee. A copy of the construction plans and specifications and a plot plan, together with such information as may be deemed pertinent, shall be submitted to the Architectural Control Committee, or its designated representative prior to the commencement of construction. The Architectural Control Committee may require the submission of plans, specifications and plot plans, together with such other documents as it deems appropriate, in such form and detail as it may elect at its entire discretion. In the event the Architectural Control Committee fails to approve or disapprove such plans and specifications within thirty (30) days after the same are submitted to it and received by it, approval will not be required and the requirements of this Section will be deemed to have been fully complied with.

Section 2. Committee Membership.

The Architectural Control Committee will be composed of members of the Association, duly appointed for a one year term by the Board of Trustees. Replacements will be selected by the Board of Trustees.

Section 3. Replacements.

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Section 4. Minimum Construction Standards.

The Architectural Control Committee may from time to time promulgate an outline of minimum acceptable construction standards; provided, however, that such outline will serve as a minimum guideline and such Architectural Control Committee shall not be bound thereby.

Section 5. Term.

deleted

## ARTICLE V

### SHERWOOD FOREST HOMEOWNERS ASSOCIATION

Section 1. Membership. Every person or entity who is a record owner of any of the Properties which are subject or which will be subject upon the completion of improvement thereon, to maintenance charge assessment by the Association, including contract Sellers, shall be a member of the Sherwood Forest West Homeowners Association. The foregoing is not intended to include persons or entities who hold an interest merely as security for the performance of an obligation or those having only an interest in the mineral estate. No owner shall have more than one membership. Membership shall be appurtenant to and may not be separated from ownership of the land which is subject to assessment by the Association. Ownership of such land shall be the sole qualification for membership.

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

Class A: Class A members shall be all those Owners as defined in Section 1, with the exception of Declarant. Class A members shall be entitled to one vote for each Lot in which they hold the interest required for membership by Section 1. When more than one person holds such interest in any Lot, all such persons shall be members. The vote for such Lot shall be exercised as they among themselves determine, but in no event shall more than one vote be cast with respect to any Lot.

Class B: The Class B member shall be Kirkwood Development Company, Inc., the Declarant defined in the Declaration. The Class B member shall be entitled to three (3) votes for each Lot in which it holds the interest required for membership by Section 1; provided, however, that the Class B membership shall cease and be Converted to Class A membership on the happening of either of the following events, whichever occurs earlier; (a) When the total votes outstanding in the Class A membership equal the total votes outstanding in the Class B membership, or (b) On December 31, 1989.

The Class A and Class B members shall have no rights as such to vote as a class, except as required by the Texas Non-Profit Corporation Act, and both classes shall vote upon all matters as one group.

Section 3. Non-Profit Corporation. Sherwood Forest West Homeowners Association, a non-profit corporation, has been organized and all duties, obligations, benefits, liens and rights hereunder in favor of the Association shall vest in said corporation.

Section 4. By-Laws. The Association shall make whatever rules or by-laws it may choose to govern the organization, provided, that same are not in conflict with the terms and provisions hereof.

Section 5. Inspection of Records. The members of the Association shall have the right to inspect the books and records of the Association at reasonable times during the normal business hours.

ARTICLE VI  
MAINTENANCE CHARGE

Section 1. Each Lot in SHERWOOD FOREST WEST, is hereby subjected to an annual maintenance charge and assessment for the purpose of creating a fund to be designated and known as the "maintenance fund", which maintenance charge and assessment will be paid by the Owner or Owners of each Lot within SHERWOOD FOREST WEST, to Sherwood Forest Homeowners Association on or before the first day of each month, in advance monthly installments, commencing on the first day of the month following conveyance of the first property to a homeowner; provided, however, that the amount of such maintenance charge and assessment shall, anything to the contrary notwithstanding, be chargeable and payable by the Owner or Owners of any Lot at one-half (1/2) the assessed rate until the first day of the month following completion and occupancy of a permanent structure thereon. The rate at which each Lot will be assessed will be determined annually, and may be adjusted from year to year by the Association as the needs of the subdivision may, in the judgment of the Association, require; provided that such assessment will be uniform and in no event will such assessment or charge exceed \$12.00 per Lot per month, or \$144.00 per Lot per year, unless increased as provided below. The maximum maintenance charge may be increased by 10% each year by a vote of 2/3 of each class of members of the Association who are voting in person or by proxy, at a meeting duly called for this purpose. The Association shall use the proceeds of said maintenance fund for the use and benefit of all residents of SHERWOOD FOREST WEST. The uses and benefits to be provided by said Association shall include, by way of clarification and not limitation and at its sole option, any and all of the following: constructing and maintaining parkways, rights-of-way, easements, esplanades and other public areas, payment of all recorded charges and assessments, covenants, restrictions and conditions affecting the Properties to which the maintenance fund applies, payment of all reasonable and necessary expenses in connection with the collection and administration of the maintenance charge and assessment, employing policemen and watchmen, caring for vacant Lots and doing other thing or things necessary or desirable in the opinion of the Association to keep the Properties in the subdivision neat and in good order or which is considered of general benefit to the owners or occupants of the Properties, it being understood that the judgment of the Association in the expenditure of said funds shall be final and conclusive so long as such judgment is exercised in good faith.

Section 2. To secure the payment of the maintenance fund, established hereby and to be levied on individual residential Lots, there shall be reserved in each Deed (whether specifically stated therein or not) by which the Declarant shall convey to such Lots, the Vendor's Lien for benefit of the Association, said Lien to be enforceable through appropriate proceedings at law by such beneficiary; provided, however, that such lien shall be secondary, subordinate and inferior to all liens, present and future given granted and created by or at the instance and request of the Owner of any such Lot to secure the payment of monies advanced or to be advanced on account of the purchase price and/or the construction of improvements on any such Lot to the extent of any such maintenance fund charge accrued and unpaid prior to foreclosure of any such purchase money lien or construction Lien; and further provided that as a condition precedent to any proceeding to enforce such Lien upon any Lot upon which there is an outstanding valid and subsisting first mortgage lien, for the aforesaid purpose or purposes, the Association shall give the holder of such first mortgage lien sixty (60) days written notice of such proposed action, which notice shall be sent to the nearest office of such first mortgage holder by prepaid U.S. registered mail, and shall contain a statement of the delinquent maintenance charges upon which the proposed action is based. Upon the request of any such first mortgage lienholder, the Association shall acknowledge in writing its obligation to give the foregoing notice with respect to the particular Lot covered by such first mortgage lien to the holder thereof.



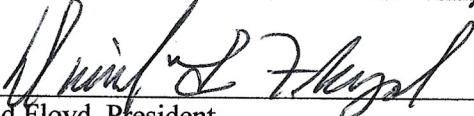
ARTICLE VII  
GENERAL PROVISIONS

Section 1. Terms. These covenants shall run with the land and shall be binding upon all parties and all persons claiming under them for a period of forty (40) years from the date these covenants are recorded after which time said covenants shall be automatically extended for successive periods of ten (10) years each, unless an instrument signed by a majority of the then owners of the Lots has been recorded agreeing to change or terminate said covenants in whole or in part. Upon any violation or attempt to violate any of the covenants herein, it shall be lawful for the Association or any other Lot owner to prosecute any proceedings at law or in equity against the person or persons violating or attempting to violate any such covenant and either to prevent him or them from doing so or to recover damages or other dues for such violations.

Section 2. Severability. Invalidation of any one of these covenants by judgment or other court order shall in no wise affect any of the other provisions which shall remain in full force and effect.

Section 3. Approval of Lienholder. North Side Bank, Houston, a Texas corporation, the holder of a lien or liens on SHERWOOD FOREST WEST, a subdivision in Galveston County, Texas, joins in the execution hereof to evidence its consent hereto, and hereby subordinates its lien or liens to the provisions hereof.


Executed this 8 day of August, 2023.

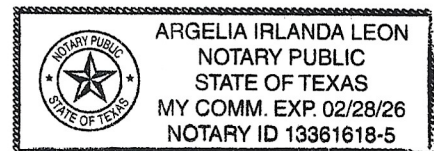
  
\_\_\_\_\_  
David Floyd, President

THE STATE OF TEXAS §

COUNTY OF Galveston §

This instrument was acknowledged before me on this 8<sup>th</sup> day of August, 2023, by David Floyd, in the capacity as listed beside his name, on behalf of said non-profit corporation.

  
\_\_\_\_\_  
NOTARY PUBLIC IN AND FOR  
THE STATE OF TEXAS



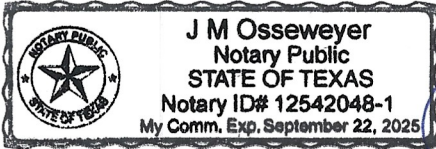
Executed this 15 day of August, 2023.

Sandy Bastien  
Sandy Bastien, Secretary

THE STATE OF TEXAS §

COUNTY OF Galveston §

This instrument was acknowledged before me on this 15 day of August, 2023, by Sandy Bastien, in the capacity as listed beside her name, on behalf of said non-profit corporation.



J M Osseweyer  
NOTARY PUBLIC IN AND FOR  
THE STATE OF TEXAS

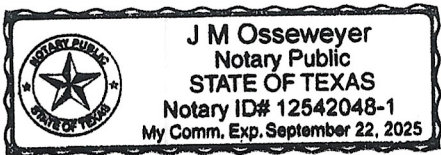
Executed this 15 day of August, 2023.

Barbara Pehl  
Barbara Pehl, Vice President

THE STATE OF TEXAS §

COUNTY OF Galveston §

This instrument was acknowledged before me on this 15 day of August, 2023, by Barbara Pehl in the capacity as listed beside her name, on behalf of said non-profit corporation.



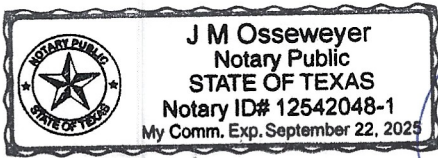
J M Osseweyer  
NOTARY PUBLIC IN AND FOR  
THE STATE OF TEXAS

Executed this <sup>12</sup> ~~11~~ day of August, 2023.

[Signature]  
John Fertitta, Treasurer

THE STATE OF TEXAS §  
COUNTY OF Galveston §

This instrument was acknowledged before me on this 12 day of August, 2023, by John Fertitta in the capacity as listed beside his name, on behalf of said non-profit corporation.



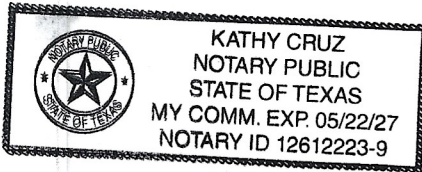
[Signature]  
NOTARY PUBLIC IN AND FOR  
THE STATE OF TEXAS

Executed this 11 day of Aug, 2023.

[Signature]  
Angelica Quintero, Member at Large

THE STATE OF TEXAS §  
COUNTY OF Galveston §

This instrument was acknowledged before me on this 11 day of Aug, 2023, by Angelica Quintero in the capacity as listed beside her name, on behalf of said non-profit corporation.



[Signature]  
NOTARY PUBLIC IN AND FOR  
THE STATE OF TEXAS