

Hood County Clerk
201 W Bridge Street
PO BOX 339
Granbury, Texas 76048
Phone: 817-579-3222

Document Number: 2025-0004244 -
Filed and Recorded - Real Records

FOURTH AMENDMENT

Grantor: PUTTEET HILL HOA INC

Pages: 6

Recorded On: 04/02/2025 10:28 AM

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Document Number:	2025-0004244	
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Amount:	\$31.00	
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Any provision herein which restricts the Sale, Rental, or use of the described REAL PROPERTY because of color or race is invalid and unenforceable under federal law.

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



Christine C. Leftwich
County Clerk
Hood County, Texas



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THE ALLEN FIRM PC
181 S GRAHAM ST
STEPHENVILLE, TX 76401-4201



**FOURTH AMENDMENT TO RULES & REGULATIONS
OF
PUTTEET HILL HOMEOWNERS ASSOCIATION, INC.,
A TEXAS NON-PROFIT CORPORATION,
FOR THE
PUTTEET HILL PHASE ONE SUBDIVISION,
A single family detached Residential Subdivision,
An addition to the City of Cresson, Hood County, Texas**

By Annual Members Meeting of the Board of Directors of the Putteet Hill Homeowners Association on 4/01, 2025, the following FOURTH AMENDMENT was made to the Rules & Regulations ("Rules"), which were first recorded as Document Number 2021-0008238, Official Records of Hood County, Texas, and then amended and reinstated as Document Number 2021-0010487, Official Records of Hood County, Texas. A second amendment to the Rules & Regulations was recorded as Document Number 2022-0008401, Official Public Records of Hood County, Texas and a third amendment was recorded as Document Number 2023-0004020, Official Public Records of Hood County, Texas. This amendment is permitted by Article 17.1, *Amendments*, of the Declaration of Covenants, Conditions, and Restrictions ("DCRR"), and by Article 7.01, *General Powers and Duties of the Board of Directors*, of the Putteet Hill Homeowners Association's Bylaws. It's further authorized and adopted in the DCRR in Article 7, *Governing Documents*, in Sections 7.3 and 7.4 as they relate to the Rules and Regulations and the Association's Right to Promulgate the Rules.

Section 1.31 of the Amended & Reinstated Rules & Regulations shall be amended to read as follows:

"Section 1.31. Animal Restrictions. Except as provided hereinbelow or as authorized, by written approval granted by either Declarant or the Association, without infringing on the rights of adjacent Lot Owners, in the Declarant's or the Association's sole discretion, approval may be authorized, on conditions individually established by the Declarant or the Association's Board of Directors or the Architectural Control Committee, no animals, livestock or poultry, hogs, pigs, swine, cattle, horses, donkeys, goats, birds, fish, reptiles, or insects of any kind, except those permitted below, may be kept or maintained on the Property. Nor may animals be raised or bred anywhere on the Property for any commercial purpose or for food. Customary domesticated household pets and those pets considered "permitted" below may be kept for personal companionship, subject to rules adopted by the Board. The Board may adopt, amend and repeal rules regulating the types, sizes, numbers, locations, and behavior of animals at the Property. If the rules fail to establish animal occupancy quotas that work for the Putteet Hill Phase One Community, the Board may amend the Rules as necessary.

- a. Permitted Household Pets. No more than five (5) domesticated household pets may be maintained on each Lot. These household pets must be kept in a manner that does not disturb the peaceful enjoyment of residents of other Lots. Household pets must be maintained inside the dwelling or may be kept in a fenced yard, only if they do not disturb residents of other Lots. Any household pets permitted by a resident to be outdoors and outside of the Owner's fenced yard in the Putteet Hill Phase One subdivision must be



strictly controlled by such resident, either on a leash, physically held by the resident, or otherwise physically contained and controlled. Every resident is responsible for the removal of his or her household pet's wastes from the Common Area or the Lot of another Owner. All dogs, cats, caged birds, and aquarium fish and reptiles must be properly vaccinated and tagged for health, safety and identification.

Dogs, cats, caged birds, and aquarium fish and reptiles are "permitted household pets" and shall be subject to all of the Restrictions and Rules and Regulations of the Association. Any animals other than those listed as "permitted household pets" or "permitted horses" or "permitted livestock" must received Written Consent from the Board to have said animal kept inside an Owner's residence or on any Owner's Lot. Continual barking or dogs dangerous to people, or dogs that destroy neighboring Owners' property or permitted household pets are specific examples of animals that may be deemed by the Board, in its sole discretion, to be an "annoyance" or "nuisance" in violation of Section 1.32 of these Rules & Regulations. Animals considered to be 'wildlife' by the City of Cresson, County of Hood, or State of Texas will not be considered by the Board and shall not be allowed to dwell inside an Owner's residence or be kept on any Owner's Lot. Any said wildlife animals that voluntarily reside on an Owner's Lot shall be handled and removed by the County's Animal Control Department.

- b. Permitted Horses. There may be up to a maximum of six (6) horses kept and maintained on Lots 28, 29, 30, 31, 32 and 33, and on any other Lots that are combined and replatted, containing at least three (3) acres in the Putteet Hill subdivision ("Permitted Horse Lots"). The number of horses allowed to be kept and maintained on any of the Permitted Horse Lots shall be limited to one horse per every two (2) additional acres behind and exclusive of the two (2) street-front acres of each such Lot. Additionally, subject to written approval granted by either the Declarant or the Association's Board of Directors or the Architectural Control Committee, in their sole discretion, approval may be authorized, without infringing on the rights of adjacent Lot Owners for horse barns, sheds, stables, and other buildings or facilities, including feeding and exercising facilities, special fencing and related improvements deemed necessary and appropriate for the proper care and maintenance of one or more horses on a Permitted Horse Lot.
- c. Permitted Livestock. Other than Permitted Horses, Permitted Livestock shall be no more than eight (8) poultry, such as chickens (excluding roosters), no more than four (4) rabbits, young colts, young cattle (calves), donkeys, goats, sheep, or uncaged birds which have received **Written Consent** from the Association to have such an animal kept or maintained inside an Owner's residence or on any Owner's Lot in an outdoor structure and on conditions approved by the Association. A letter providing the required Written Consent

for such animals from the Board of Directors permitting the Owner to keep such an animal inside an Owner's residence or on any Owner's Lot must be signed and acknowledged by the animal's (or animals') owner or custodian. Such Permitted Livestock having received the required Association's Written Consent may be kept or maintained on the Property and shall be subject to all the conditions of the Written Consent and to all of the Restrictions and Rules and Regulations of the Association. If the Board's Written Consent is not obtained by the Owner, the Board may, in its sole discretion and without liability, require the animal's (or animals') owner to immediately move the animal(s) from the Property, or the Association may use Self-Help at the animal(s) owner's expense to remove the animal(s) as outlined in the Declaration of Covenants, Conditions and Restrictions for Putteet Hill Phase One subdivision, Section 12.2.4.

Permitted Livestock that does not require Written Consent from the Association is either a maximum of two (2) miniature donkeys or a maximum of two (2) miniature goats per Lot. Each Lot may not have more than two of either type of animal at any time. These Permitted Livestock must be kept within a fenced or gated section of the Lot and shall not be allowed outside of the Owner's fenced yard unless they are being transported elsewhere.

Poultry that has received the required Written Consent from the Board of Directors must be housed in an outdoor structure on conditions approved by the Declarant or the Association on the Owner's Lot and may do so for the production of eggs. Any chickens or other "Permitted Livestock" receiving the Board's Written Consent for FHA or 4-H or similar projects shall be permitted for the education and enjoyment of children of the Owners and not for breeding or other commercial purposes.

- d. Obnoxious, Threatening or Dangerous Animals. All animals shall be kept in such a manner so as not to disturb the other residents, regardless of whether the animal is inside or outside an Owner's residence. No pet or permitted animal shall be allowed to remain on the Property if it is barking, whining, screeching or making any other type of noise that is loudly audible and a credible nuisance preventing other residents from generally experiencing peaceful enjoyment of their homes during extended or repeated periods of time. The Association shall have the sole and absolute discretion to determine what constitutes a credible nuisance of this nature and degree. If an animal becomes obnoxious, threatening or dangerous to other Owners, according to the sole discretion of the Association, the Owner, Owners or persons having control of the animal(s) shall be given a Written Notice from the Board to correct the problem. If the problem is not corrected within three (3) days of receipt of the written notice, the Owner or persons responsible for the animal(s) shall be required to remove the animal(s) from the subdivision.

If the Association determines any animal has become a credible nuisance, has disturbed neighbors or other residents, and has been in repeated violation of these rules, and has still not been removed by the Owner or persons responsible for it, a Written Notice to the animal's Owner or person responsible shall be delivered in a conspicuous place that the animal is to be removed from the subdivision permanently. If after ten (10) days of the Written Notice being delivered, the animal has not been removed, the Association or its designated representative may remove or cause the removal of the animal from the subdivision.

- e. Removal of Animals. If necessary, the Association or its designated representative may immediately remove or cause the removal of an animal, if in the sole judgement of the Association or the Association's designated representative, the animal's owner or custodian has:
 1. Abandoned the animal;
 2. Left the animal in the residence or another structure or enclosure for an extended period of time without food or water;
 3. Failed to care for a sick animal;
 4. Violated any other of the Association's animal rules; or
 5. Failed to correct the repeated violation of these rules by an animal that has disturbed neighbors or other residents, or been declared a threat or dangerous to other Owners.

Reasonable charges and fines will be imposed for picking up, keeping and caring for an animal, or for reporting or delivering them to the Humane Society or to Hood County Animal Control, or any other applicable Animal Control.

The Owner, custodian, or persons responsible for any animal is responsible for the animal's actions at all times, and agrees to abide by these rules.

Animals shall not be kept, bred or maintained for any commercial purposes.

Each Owner owning an animal shall assume full responsibility for personal injuries or property damage caused by said animal. Each Owner must agree to indemnify the Association for all costs incurred, including for all costs of litigation and attorney's fees, and hold the Association and its agents harmless against any loss, claim or liability of any kind or character whatsoever arising from or growing out of the privilege of having an animal on a Lot or in a residence in the Putteet Hill Phase One subdivision. All responsibility for animals of visitors shall rest with the Lot Owner."

Effective as of the 15th day of APRIL, 2025.

**PUTTEET HILL HOMEOWNERS ASSOCIATION,
INC., a Texas Non-Profit Corporation**

BY: *John Thomas Mercer*
John Thomas Mercer, President

The undersigned hereby certifies that the person listed above is the duly elected and qualified president of PUTTEET HILL HOMEOWNER'S ASSOCIATION, INC.; that I am the duly elected and qualified Secretary of PUTTEET HILL HOMEOWNER'S ASSOCIATION, INC.; that the signature above is the President's genuine signature; and that the foregoing certificate is true and correct.

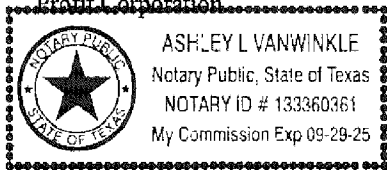
Dana Duree
Dana Duree, Secretary

ACKNOWLEDGEMENT

STATE OF TEXAS

COUNTY OF HOOD

This instrument was acknowledged before me on the 1 day of April, 2025, by ~~John Thomas Mercer~~ ^{DANA DUREE} Dana Duree, Secretary of PUTTEET HILL HOMEOWNER'S ASSOCIATION, INC., a Texas Non-Profit Corporation.



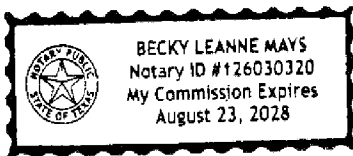
Ashley L VanWinkle
Notary Public, State of Texas

ACKNOWLEDGEMENT

STATE OF TEXAS

COUNTY OF HOOD

This instrument was acknowledged before me on the 1ST day of APRIL, 2025, by ~~Dana Duree~~ ^{JOHN THOMAS MERCER} John Thomas Mercer, Secretary of PUTTEET HILL HOMEOWNER'S ASSOCIATION, INC., a Texas Non-Profit Corporation.



Becky Leanne Mays
Notary Public, State of Texas

AFTER RECORDING RETURN TO:
THE ALLEN FIRM
181 S. GRAHAM ST
STEPHENVILLE, TEXAS 76401