

6250

THE STATE OF TEXAS

KNOW ALL MEN BY THESE PRESENTS:

COUNTY OF POLK

THAT WE, the undersigned, being sole Owners of the lands and premises described as follows:

TWIN HARBORS, "on Lake Livingston" Subdivision, a subdivision of 211.434 acres out of the Ester Clark Survey, H-160, the George Qualls Survey, A-847, the L. D. Hooks Survey, A-878, the L. T. Sloan Survey, A-1090 and the John Burgess Survey, A-7, Polk County, Texas, and being more particularly described by a map or plat thereof recorded in Volume 7 , page 10 of the Plat Records of Polk County, Texas,

have established and by these presents do establish the following restrictions, on the improvement, use and sale of said property, which shall apply equally to all the lots in said subdivision as herein stated, and are for the mutual protection and benefit of all future owners in said subdivision to be considered as covenants running with the land and binding upon all future owners and enforceable by any one of the land owners in said subdivision until July 1st, 2027 A.D., whereupon such restrictions shall terminate and cease, unless extended as hereinafter provided, to-wit:

## RESERVATIONS

1. There shall be reserved the utility easements and drainage easements as shown on said plat of said subdivision and an easement over all streets for the purpose of installing, using, repairing and maintaining public utilities, water, sewer lines, electric lighting and telephone poles, pipe lines and drainage ditches or structures and/or any equipment necessary for the performance of any public or quasi-public service and function, and for all other purposes incident to the development and use of said property as a community unit, with the right of access thereto for the purpose of further construction, maintenance and repairs. Such right of access to include the right, without liability on the part of any one or all of the owners or operators of such utilities, to remove any or all obstructions on said easement right-of-way, caused by trees, brush, fences, shrubs, or other obstructions which in their opinion may cause interference with the installation or operation of their facilities. Such easements shall be for the general benefit of the Subdivision and the property owners thereof, and are hereby reserved and created in favor of any and all utility companies entering into and upon said property for the purposes aforesaid, subject to the limitations as to water service hereinafter set forth. There is also reserved for use of all public utility companies an unobstructed aerial easement ten (10') feet wide from a plane fifteen (15') feet above the ground upward, located adjacent to the said easements reserved hereby; and all easements shown on the plat for electric facilities.

2. Owners reserve unto themselves, their heirs, administrators, and assigns, the exclusive right at all times to use any and all areas reserved or dedicated as a public utility easement or street, for the purpose of laying, placing or constructing, installing, maintaining or repairing of all kinds and types of water lines, waste water disposal lines, mains or pipes as well as other equipment necessary or incidental to the operation and maintenance of water service and/or supply system, and its appurtenances, to service, furnish or supply this subdivision with water and waste water disposal.

3. There is reserved unto Owners, their heirs, administrators and assigns, and unto the owners of residential tracts and mobile home sites in said subdivision all areas designated as "Community Center" and "Boat Ramp" on the plat of said subdivision and/or on all preceding or future plats of sections of this subdivision as community ownership for swimming, tennis and other community type activities. The swimming pool, tennis court and boat ramp areas shall be under the supervision of the Architectural Committee of the hereinafter constituted Property Owners Association, which said Committee for purposes of beautification and conformity shall approve any structures or improvements in the same manner as provided for residential tracts. The Architectural Committee shall be entitled to sue all necessary and reasonable means in avoiding the use of said property, residential, commercial, or recreational areas by the public at large, and thereby restrict the use thereof and in the furtherance thereof such use shall remain subject to supervision of the Architectural Committee herein. Reserves constituting the Community Center and Boat Ramp areas and as reflected by the aforesaid plat, shall be for the sole and exclusive use of lot owners in this subdivision.

### RESTRICTIONS

For the purpose of setting forth a substantially uniform plan of development, Owners of the said Section One TWIN HARBORS, "on Lake Livingston" Subdivision, do hereby covenant and provide that they, their heirs, administrators, and assigns, and all parties holding title by, through and under them, shall hold such land subject to the following restrictions running with the land which shall be observed by themselves, their heirs, administrators, and assigns, and shall run in favor of and be enforceable by any person who shall hereafter own any of said tracts of land above described, Save and Except the Community Center, Boat Ramp and Reserve areas which shall not be in any manner restricted hereby unless specifically referred to.

1. These covenants are to run with the land and shall be binding upon all parties and all persons claiming under them until July 1st, 2027, A.D., at which time said covenants shall be automatically extended for successive periods of ten (10) years, unless an instrument signed by a majority of the then owners of the tract has been recorded, agreeing to change said covenants in whole or in part.

2. If the parties hereto, or any of them, or their heirs, successors, or assigns, shall violate or attempt to violate any of the covenants herein, it shall be lawful for the undersigned Owners, their heirs, administrators, or assigns, to enter and abate such violation without liability, or they, their heirs, administrators, or assigns, and any other persons owning any real property situated in said subdivision shall have the right to prosecute any proceeding at law or equity against the person or persons violating or attempting to violate such restrictions, and either to prevent him or them from doing, or to cause to be removed such violation, or to recover damages for such violation.

3. The violation of any restriction or covenant herein shall not operate to invalidate any mortgage, deed of trust, or other lien acquired and held on good faith against said property or any part thereof, but such liens may be enforced against any and all property covered thereby, subject nevertheless to the restrictions herein.

4. No animals, livestock or poultry of any kind shall be raised, bred or kept on any residential tract, except dogs, cats, or other household pets may be kept provided they are not kept, bred, or maintained for any commercial purposes.

5. No fence, wall, hedge or detached improvement shall be erected, grown or maintained on any part of any tract forward of in front building line, except lakefront tracts.

6. No boats or trailers may be parked in front of the front building line of any tract.

7. No garage, carport or storage building shall be erected or mobile home placed on said property that has not been approved by the Architectural Committee composed of C. L. Conner, C. G. Conner and Robert B. Higgs. No mobile home shall be placed nearer than 20 feet of front roadway, and all outbuildings must not be less than 40 feet from side roadway and shall not be nearer than 5 feet from the side lines of said property. All building exteriors must be completed within four months after foundations are poured. Buildings must be constructed of first class materials. No mobile home shall be less than 12 feet wide by 40 feet long.

8. All mobile homes will have skirts on all sides of home. All skirting shall be completed within 30 days from date of installation of the mobile home. No rubbish, brush, junk or old cars, or anything shall be stored, or left standing on any tract that would offend anyone with normal sensitivity.

9. All mobile homes not of new construction must be inspected by a representative of the Architectural Committee prior to installation. The cost of inspection will be borne by Purchaser.

10. The Architectural Committee shall have the same authority over the Community Center area and no structure or improvement shall be placed thereon except as a community project and upon approval of the Committee.

11. No outside privies or toilets shall be permitted in this subdivision. All toilets shall be inside the mobile homes and prior to the occupancy the same shall be connected to a central sewage disposal system if there is one in existence at such time to serve the subdivision, but if no central sewage disposal system is in existence at such time, then all toilets shall be connected to a septic tank at the expense of the person building on the building tract, and such septic tank shall have a field line and shall be constructed and maintained in accordance with the requirements of the State Health Department, and shall be subject to the inspection and approval of such authority, provided; however, that whenever a central sewage treatment plant and disposal system shall be established to serve this subdivision, whether publicly owned or operated, then all of the tract owners and/or occupants to whom such sewage disposal service is available shall connect their premises thereto for sewage disposal, paying the established rates and all connection fees or charges therefore at their expenses, and from and after the time such sewage disposal service becomes available to any lot, no septic tank whether therefore or thereafter build or installed, shall be used in connection with any tract. The drainage of sewage into a road, street, alley, ditch or any waterway either directly or indirectly is prohibited. This shall not apply to the discharge of effluent from a sewage treatment plant serving this subdivision.

12. No tract other than the areas marked "Community Center" and Reserve shown on the plat of said subdivision filed for record, shall be used except for residential purposes. The term "residential purposes" as used herein shall be held and construed to exclude hospitals, clinics, duplex houses, apartment houses, boarding houses, hotels, and all other commercial uses and all such uses of said property are hereby expressly prohibited.

13. If the parties hereto, or any one of the future owners of this subdivision, their heirs or assigns, shall violate or attempt to violate any of the covenants or restrictions herein contained, then any owner in the subdivision shall have the right to prosecute any proceeding, at law or in equity, against any person violating or attempting to violate any of the covenants or restrictions, and either prevent such person or persons from doing so by prohibitive or mandatory injunction and to recover damages for such violation. It is further stipulated that the invalidation of any one or more of these covenants

restrictions or conditions by any judgment or court order shall in nowise affect or invalidate any of the other provisions, but all such other provisions shall remain in full force and effect.

14. No sign of any kind shall be displayed to the public view except signs used by the developers in the original sale of lots in said subdivision or signs used by builders to advertise the property during the construction and sales period.

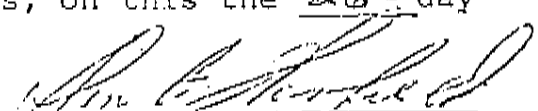
15. All lot purchasers, excluding developer, shall pay to and become liable to the Property Owners Association for the sum of \$60 per year per lot purchased, for the purpose of creating the Twin Harbors, "on Lake Livingston" Maintenance Fund. The aforementioned payment, (hereinafter called "Maintenance Fund") shall be due and payable to the Maintenance Fund in installments of \$5.00 per month beginning the month after the lot purchaser executes the Contract for Deed, or in the event no Contract for Deed is executed, delivery of the General Warranty Deed. The Maintenance Fee shall constitute a "Lien" upon each lot, and the Property Owners Association shall be and is hereby authorized to institute any legal proceeding necessary for the enforcement and collection thereof, including but not limited to filing suit and foreclosure. The fund created hereby shall be used for the purpose of providing street signs and Maintenance of streets, recreational facilities and all common areas designated as such on the aforementioned plat, security guards and any other things necessary or desirable in the opinion of the Architectural Control Committee to keep the property neat and in good order and which it considers of general benefit to the owners or occupants of the subdivision, it being understood that the judgment of said Committee in expenditure of said funds shall be final so long as same is exercised in good faith. All conveyance of lots shall be subject to the Maintenance Fee and by acceptance of the deed or contract for deed, each purchaser consents and acknowledges that developer shall have no obligation to furnish maintenance or do any other thing described in this paragraph other than from maintenance funds. The Maintenance Fee may be adjusted from year to year by said Committee as the needs of the property may in its judgment require, but in no event shall such charge be raised above \$10.00 per month unless agreed to by a majority of the lot owners.

16. Each lot owner agrees to keep his lot(s) mowed and free of rubbish at all times. Should a lot owner, after five (5) days written notice from the Property Owner's Association, fail to mow and clean his lot, the Property Owners Association shall cause the lot(s) to be mowed and/or cleaned and assess the cost therefore to the lot owner. Failure of the lot owner to promptly reimburse the Property Owners Association shall authorize the Association to pursue the same remedies as set forth in paragraph 12 hereinabove for failure to pay the Maintenance Fee.

17. Lot owners shall be permitted to utilize campers, motor homes and similar facilities for the purpose of enjoyment of their lots on a temporary basis, i.e. week-end or overnight camping only provided however, that no such facility shall be left unattended for more than twenty-four hours. At the expiration of such temporary period, all facilities shall be removed from the lot. Nothing contained herein shall be construed to authorize such facility as a permanent residence.

Invalidity of any one or more of these restrictions or covenants by court order shall in no way affect any of the other provisions which shall remain in full force and effect.

Executed at Houston, Texas, on this the 26<sup>th</sup> day of October, 1976.

  
Don E. Warfield, Trustee

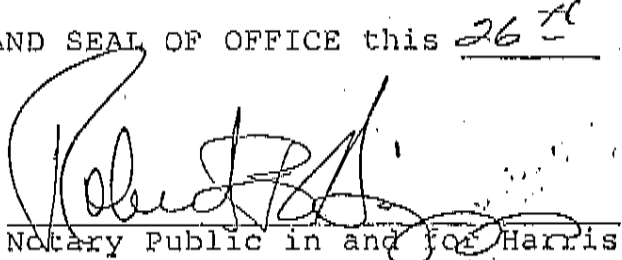
  
C. L. Conner, Trustee

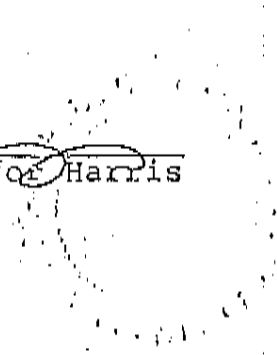
STATE OF TEXAS X

COUNTY OF HARRIS X

BEFORE ME, the undersigned authority on this day personally appeared Don E. Warfield, Trustee and C. L. Conner, Trustee, known to me to be the persons whose names are subscribed to the foregoing instrument and acknowledged to me that they executed the same for the purposes and considerations therein expressed and the capacity therein stated.

GIVEN UNDER MY HAND AND SEAL OF OFFICE this 26<sup>th</sup> day of October, 1976.

  
\_\_\_\_\_  
Notary Public in and for Harris  
County, Texas.



6250

FILED FOR RECORD

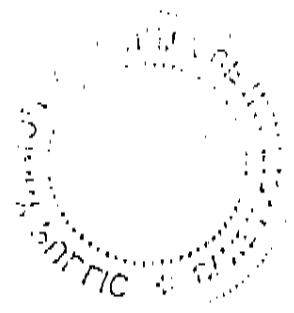
This 11 day of Nov 19 26

at 11:45 o'clock PM

ALINE STEPHENSON

County Clerk, Polk County, Texas

By [Signature] Deputy



*Yvonne Henderson  
118 Wood St.  
Huntsville AL 35898*

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6251

THE STATE OF TEXAS

KNOW ALL MEN BY THESE PRESENTS:

COUNTY OF POLK

THAT WE, the undersigned, being sole Owners of the lands and premises described as follows:

TWIN HARBORS, "on Lake Livingston" Subdivision, a subdivision of 211.434 acres out of the Ester Clark Survey, H-160, the George Qualls Survey, A-847, the L. D. Hooks Survey, A-878, the L. T. Sloan Survey, A-1090 and the John Burgess Survey, A-7, Polk County, Texas, and being more particularly described by a map or plat thereof recorded in Volume 7, page 10 of the Plat Records of Polk County, Texas,

have established and by these presents do establish the following restrictions, on the improvement, use and sale of said property, which shall apply equally to all the lots in said subdivision as herein stated, and are for the mutual protection and benefit of all future owners in said subdivision to be considered as covenants running with the land and binding upon all future owners and enforceable by any one of the land owners in said subdivision until July 1st, 2027 A.D., whereupon such restrictions shall terminate and cease, unless extended as hereinafter provided, to-wit:

#### RESERVATIONS

1. There shall be reserved the utility easements and drainage easements as shown on said plat of said subdivision and an easement over all streets for the purpose of installing, using, repairing and maintaining public utilities, water, sewer lines, electric lighting and telephone poles, pipe lines and drainage ditches or structures and/or any equipment necessary for the performance of any public or quasi-public service and function, and for all other purposes incident to the development and use of said property as a community unit, with the right of access thereto for the purpose of further construction, maintenance and repairs. Such right of access to include the right, without liability on the part of any one or all of the owners or operators of such utilities, to remove any or all obstructions on said easement right-of-way, caused by trees, brush, fences, shrubs, or other obstructions which in their opinion may cause interference with the installation or operation of their facilities. Such easements shall be for the general benefit of the Subdivision and the property owners thereof, and are hereby reserved and created in favor of any and all utility companies entering into and upon said property for the purposes aforesaid, subject to the limitations as to water service hereinafter set forth. There is also reserved for use of all public utility companies an unobstructed aerial easement ten (10') feet wide from a plane fifteen (15') feet above the ground upward, located adjacent to the said easements reserved hereby; and all easements shown on the plat for electric facilities.

2. Owners reserve unto themselves, their heirs, administrators, and assigns, the exclusive right at all times to use any and all areas reserved or dedicated as a public utility easement or street, for the purpose of laying, placing or constructing, installing, maintaining or repairing of all kinds and types of water lines, waste water disposal lines, mains or pipes as well as other equipment necessary or incidental to the operation and maintenance of water service and/or supply system, and its appurtenances, to service, furnish or supply this subdivision with water and waste water disposal.

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3. There is reserved unto Owners, their heirs, administrators and assigns, and unto the owners of residential tracts and mobile home sites in said subdivision all areas designated as "Community Center" and "Boat Ramp" on the plat of said subdivision and/or on all preceding or future plats of sections of this subdivision as community ownership for swimming, tennis and other community type activities. The swimming pool, tennis court and boat ramp areas shall be under the supervision of the Architectural Committee of the hereinafter constituted Property Owners Association, which said Committee for purposes of beautification and conformity shall approve any structures or improvements in the same manner as provided for residential tracts. The Architectural Committee shall be entitled to use all necessary and reasonable means in avoiding the use of said property, residential, commercial, or recreational areas by the public at large, and thereby restrict the use thereof and in the furtherance thereof such use shall remain subject to supervision of the Architectural Committee herein. Reserves constituting the Community Center and Boat Ramp areas and as reflected by the aforesaid plat, shall be for the sole and exclusive use of lot owners in this subdivision.

#### RESTRICTIONS

For the purpose of setting forth a substantially uniform plan of development, Owners of the said Sections II thru V TWIN HARBORS, "on Lake Livingston" Subdivision, do hereby covenant and provide that they, their heirs, administrators, and assigns, and all parties holding title by, through and under them, shall hold such land subject to the following restrictions running with the land which shall be observed by themselves, their heirs, administrators, and assigns, and shall run in favor of and be enforceable by any person who shall hereafter own any of said tracts of land above described, Save and Except the Community Center, Boat Ramp and Reserve areas which shall not be in any manner restricted hereby unless specifically referred to.

1. These covenants are to run with the land and shall be binding upon all parties and all persons claiming under them until July 1st, 2027, A.D., at which time said covenants shall be automatically extended for successive periods of ten (10) years, unless an instrument signed by a majority of the then owners of the tract has been recorded, agreeing to change said covenants in whole or in part.

2. If the parties hereto, or any of them, or their heirs, successors, or assigns, shall violate or attempt to violate any of the covenants herein, it shall be lawful for the undersigned Owners, their heirs, administrators, or assigns, to enter and abate such violation without liability, or they, their heirs, administrators, or assigns, and any other persons owning any real property situated in said subdivision shall have the right to prosecute any proceeding at law or equity against the person or persons violating or attempting to violate such restrictions, and either to prevent him or them from doing, or to cause to be removed such violation, or to recover damages for such violation.

3. The violation of any restriction or covenant herein shall not operate to invalidate any mortgage, deed of trust, or other lien acquired and held on good faith against said property or any part thereof, but such liens may be enforced against any and all property covered thereby, subject nevertheless to the restrictions herein.



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4. No building shall be erected, placed or altered on any building tract in this subdivision until the plans, specifications and plat plans showing the location of such building has been approved in writing as to conformity and harmony of exterior design with the existing structures in the subdivision, and as to location with respect to topography and finished ground elevation by the Architectural Committee composed of C. L. Conner, C. G. Conner and Robert B. Higgs, or by a representative designated by a majority of the members of said Committee. In the event of death or resignation of any member of said committee, the remaining member or members shall have full authority to approve or disapprove such design and location within thirty days after said plans and specifications have been submitted to it, and in the event said committee fails to approve or disapprove such plans within such time, such approval will not be required and this covenant shall be deemed to have been complied with. Neither the members of such Committee nor its designated representatives shall be entitled to any compensation for services performed pursuant to this covenants.

5. The Architectural Committee shall have the same authority over the Community Center area and no structure or improvement shall be placed thereon except as a community project and upon approval of the Committee.

6. No outside privies or toilets shall be permitted in this subdivision. All toilets shall be inside the houses and prior to the occupancy the same shall be connected to a central sewage disposal system if there is one in existence at such time, then all toilets shall be connected to a septic tank at the expense of the person building on the building tract, and such septic tank shall have a field line and shall be constructed and maintained in accordance with the requirements of the Trinity River Authority of Texas, and shall be subject to the inspection and approval of such authority, provided however, that whenever a central sewage treatment plant and disposal system shall be established to serve this subdivision, whether publicly owned or privately owned or operated, then all of the tract owners and/or occupants to whom such sewage disposal service is available shall connect their premises thereto for sewage disposal, paying the established rates and all connection fees or charges therefore and each owners pro-rata share of the cost of installation of all sewer lines within the subdivision at their expense, and from and after the time such sewage disposal service becomes available to the subdivision, no septic tank whether therefore or thereafter built or installed, shall be used in connection with any tract.

7. The drainage of sewage into a road, street, alley, ditch or any waterway either directly or indirectly is prohibited. This shall not apply to the discharge of effluent from a sewage treatment plant serving this subdivision.

8. No tract other than the areas marked "Community Center" and "Boat Ramp" and "Reserve" shown on the plat of said subdivision filed for record, shall be used except for residential purposes. The term "residential purposes" as used herein shall be held and construed to exclude hospitals, clinics, duplex houses, apartment houses, boarding houses, hotels, and all other commercial uses and all such uses of said property are hereby expressly prohibited. No building shall be erected, altered, placed or permitted to remain on any residence tract other than one detached single family dwelling and a private garage for not more than three cars.

9. All residences shall be located not closer than 20' from the front line of each lot and to front on the street on which such tract faces except lakefront tracts. No residence shall be located nearer than five (5) feet to any side lot line.

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

11. No rubbish, brush, junk or old cars, or anything shall be stored, or left standing on any tract that would offend anyone with normal sensitivity.

12. No structure of a temporary character, trailer, mobile house, basement, tent, shack, garage, barn, or other outbuilding shall be used on any tract any time as a residence.

13. No residential structure shall be placed on lots in Section 2, Block 2, Section 3, Block 2, Section 4, Block 2, or Section 5, Block 2 with less than 1200 square feet of living area. On all other lots within Sections 2, 3, 4 and 5; residences shall have atleast 1,000 square feet EXCEPT Lot 185, Block 1, Section 2; Lot 34, Block 1, Section 4; and Lot 22, Block 1, Section 5, on which residences shall contain atleast 600 square feet of living area. In all cases the minimum square feet of living area shall be exclusive of porches and garages.

14. No animals, livestock or poultry of any kind shall be raised, bred or kept on any residential tract, except dogs, cats, or other household pets may be kept provided they are not kept, bred, or maintained for any commercial purposes.

15. No sign of any kind shall be displayed to the public view except signs used by the developers in the original sale of lots in said subdivision or signs used by builders to advertise the property during the construction and sales period.

16. No tract shall be used or maintained as a dumping ground for rubbish, trash, garbage, or other wastes. Garbage and waste shall be kept in sanitary containers. All incinerators or other equipment for the storage or disposal of such materials shall be kept in a clean and sanitary condition.

17. No fence, wall, hedge or detached improvement shall be erected, grown or maintained on any part of any tract forward of the front building line, except lakefront tracts.

18. Outside construction of all residences shall be completed within four (4) months from date of beginning construction unless such period is extended in writing by Architectural Committee.

19. No building with an unfinished wood exterior except redwood and cedar, shall be erected on any tract unless same shall at time of construction receive at least one coat of paint.

20. No boat docks, piers, boat houses, boat storage sheds, slips, pilings or rip-rap shall be constructed, placed or excavated until plans and specifications shall be approved in writing by the Architectural Committee. All such structures shall be so situated as to not unreasonably interfere with the views of another lot.

21. No boats or trailers may be parked in front of the front building line of any tract.

22. All lot purchasers, excluding developer, shall pay to and become liable to the Property Owners Association for the sum of \$60 per year per lot purchased, for the purpose of creating the Twin Harbors, "on Lake Livingston" Maintenance Fund. The aforementioned payment, (hereinafter called "Maintenance Fund") shall be due and payable to the Maintenance Fund in installments of \$5.00 per month beginning the month after the lot purchaser

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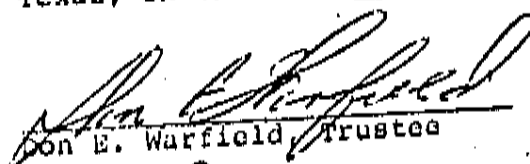
executes the Contract for Deed, or in the event no Contract for Deed is executed, delivery of the General Warranty Deed. The Maintenance Fee shall constitute a "Lien" upon each lot, and the Property Owners Association shall be and is hereby authorized to institute any legal proceeding necessary for the enforcement and collection thereof, including but not limited to filing suit and foreclosure. The fund created hereby shall be used for the purpose of providing street signs and Maintenance of streets, recreational facilities and all common areas designated as such on the aforementioned plat, security guards and any other things necessary or desirable in the opinion of the Architectural Control Committee to keep the property neat and in good order and which it considers of general benefit to the owners or occupants of the subdivision, it being understood that the judgment of said Committee in expenditure of said funds shall be final so long as same is exercised in good faith. All conveyance of lots shall be subject to the Maintenance Fee and by acceptance of the deed or contract for deed, each purchaser consents and acknowledges that developer shall have no obligation to furnish maintenance or do any other thing described in this paragraph other than from maintenance funds. The Maintenance Fee may be adjusted from year to year by said Committee as the needs of the property may in its judgment require, but in no event shall such charge be raised above \$10.00 per month unless agreed to by a majority of the lot owners.

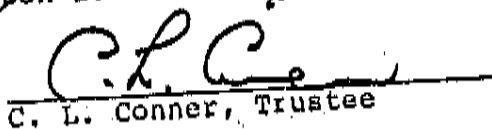
23. Each lot owner agrees to keep his lot(s) mowed and free of rubbish at all times. Should a lot owner, after five (5) days written notice from the Property Owner's Association, fail to mow and clean his lot, the Property Owner's Association shall cause the lot(s) to be mowed and/or cleaned and assess the cost therefore to the lot owner. Failure of the lot owner to promptly reimburse the Property Owner's Association shall authorize the Association to pursue the same remedies as set forth in paragraph 22 hereinabove for failure to pay the Maintenance Fee.

24. Lot owners shall be permitted to utilize campers, motor homes and similar facilities for the purpose of enjoyment of their lots on a temporary basis, i.e. week-end or overnight camping only provided however, that no such facility shall be left unattended for more than twenty-four hours. At the expiration of such temporary period, all facilities shall be removed from the lot. Nothing contained herein shall be construed to authorize such facility as a permanent residence.

Invalidity of any one or more of these restrictions or covenants by court order shall in no way affect any of the other provisions which shall remain in full force and effect.

Executed at Houston, Texas, on this the 26<sup>th</sup> day of October, 1976.

  
Don E. Warfield, Trustee

  
C. L. Conner, Trustee

STATE OF TEXAS X

COUNTY OF HARRIS X

BEFORE ME, the undersigned authority on this day personally appeared Don E. Warfield, Trustee and C. L. Conner, Trustee, known to me to be the persons whose names are subscribed to the foregoing instrument and acknowledged to me that they executed the same for the purposes and considerations therein expressed and the capacity therein stated.

GIVEN UNDER MY HAND AND SEAL OF OFFICE this 26<sup>th</sup> day of October, 1976.

*[Signature]*  
Notary Public in and for Harris County, Texas.



THE STATE OF TEXAS  
County of Polk

I hereby certify that the foregoing instrument with its certificate of authentication was filed for record in my office on the 11<sup>th</sup> day of November, 1976, at 2:45 o'clock P.M. and was this day duly recorded at 12:40 o'clock P.M., in Vol. 322, Page 762 of seq. Dood Records of said County.

Witness my hand and official seal at office in Livingston this 16<sup>th</sup> day of November, 1976.



ALINE STEPHENSON  
Clerk, County Court, Polk County, Texas  
By *[Signature]* Deputy

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## FIRST AMENDED DEED RESTRICTION

STATE OF TEXAS I

COUNTY OF POLK I

WHEREAS, the undersigned DON E. WARFIELD, and C.L. CONNER, CO-TRUSTEES, hereinafter called "Developer", is the record owner of at least 66-2/3% of all the lots, tracts and parcels of land shown on that certain map or plat of a subdivision known and designated as Twin Harbors, a subdivision in Polk County, Texas, according to the map or plat of such subdivision filed for record in the Office of the County Clerk of Polk County, Texas, reference to which maps or plats being hereby made for all purposes; and,

That, on or about November 11, 1976, Uniform Deed Restrictions were filed with the Office of the County Clerk of Polk County, Texas, and recorded under County Clerk's File No. 6251, said restrictions being for the purposes therein stated; and,

That pursuant to said restrictions, Developer being the record owner of at least 66-2/3% of all the lots in said Twin Harbors "on Lake Livingston", Subdivision, and for the purpose of further insuring the continued uniform development of said subdivision has caused these first Amended Deed Restrictions to be filed, which shall supersede the previous restrictions effective as of the recordation of same.

NOW, THEREFORE, WE, DON E. WARFIELD, AND C.L. CONNER, CO-TRUSTEES, do hereby rededicate said property in accordance with the dedication appearing on said maps, and agree that the land shown to be subdivided into numbered lots according to said maps is held and shall hereafter be conveyed subject to the covenants, conditions, stipulations and restrictions, as hereinafter set forth, for the purpose of creating and carrying out a uniform plan for the improvement and sale of said property in said subdivision as a restricted residential subdivision, the following restrictions upon the use of said property and hereby established and adopted and shall be made a part, by appropriate reference to this instrument, of each and every contract for deed, by the Developer covering the numbered lots set forth on said plats, and same shall be considered a part of each such contract or deed as though fully incorporated therein. The said restrictions hereinafter set forth shall be and are hereby imposed upon each numbered lot in said subdivision and shall constitute covenants running with the land and shall be binding upon and shall inure to the benefit of Developer, his heirs, executors, administrators, successors and assigns, and all subsequent purchasers of said property, their heirs, executors, administrators, successors and assigns, and each such party, by virtue of executing a contract, deed of other instrument covering said property, shall be subject to and bound by such restrictions, covenants and conditions which are to be considered as covenants running with the land and binding upon all future owners and enforceable by any one of the land owners in said subdivision until July 1st, 2027, A.D., whereupon such restrictions shall terminate and cease, unless extended as hereinafter provided, to wit:

## RESERVATIONS

1. There shall be reserved the utility easements and drainage easements as shown on said plat of said subdivision an easement over all streets for the purpose of installing, using, and repairing and maintaining public utilities, water, sewer lines, electric lighting and telephone poles, pipe lines and drainage ditches or structures and/or any equipment necessary for the performance of any public or quasi-public service and function, and for all other purposes incident to the development and use of said property as a community unit, with the right of access thereto for the purpose of further construction, maintenance and repairs. Such right of access to include the right, without liability on the part of any one or all of the owners or operators of such utilities, to remove any or all obstructions on said easement right-of-way, caused by trees, brush, fences, shrubs, or other obstructions which

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in their opinion may cause interference with the installation or operation of their facilities. Such easements shall be for the general benefit of the Subdivision and the property owners thereof, and are hereby reserved and created in favor of any and all utility companies entering into and upon said property for the purposes aforesaid, subject to the limitations as to water service hereinafter set forth. There is also reserved for use of all public utility companies an unobstructed aerial easement ten (10') feet wide from a plane fifteen (15') feet above the ground upward, located adjacent to the said easements reserved hereby; and all easements shown on the plat for electric facilities.

2. Owners reserve unto themselves, their heirs, administrators, and assigns, the exclusive right at all times to use any and all areas reserved or dedicated as a public utility easement or street, for the purpose of laying, placing or constructing, installing, maintaining or repairing of all kinds and types of water lines, waste water disposal lines, mains or pipes as well as other equipment necessary or incidental to the operation and maintenance of water service and/or supply system, and its appurtenances, to service, furnish or supply this subdivision with water and waste water disposal.

3. There is reserved unto Owners, their heirs, administrators and assigns, and unto the owners of residential tracts and mobile home sites in said subdivision all areas designated as "Community Center" and "Boat Ramp" on the plat of said subdivision and/or on all preceding or future plats of sections of this subdivision as community ownership for swimming, tennis and other community type activities. The swimming pool, tennis court and boat ramp areas shall be under supervision of the Architectural Committee of the hereinafter constituted Property Owners Association, which said Committee for purposes or improvements in the same manner as provided for residential tracts. The Architectural Committee shall be entitled to use all necessary and reasonable means in avoiding the use of said property, residential, commercial, or recreational areas by the public at large, and thereby restrict the use thereof and in the furtherance thereof such use shall remain subject to supervision of the Architectural Committee herein. Reserves constituting the Community Center and Boat Ramp areas and as reflected by the aforesaid plat, shall be for the sole and exclusive use of lot owners in this subdivision.

#### RESTRICTIONS

For the purpose of setting forth a substantially uniform plan of development, Owners of the said Sections II thru V TWIN HARBORS, "on Lake Livingston" Subdivision, do hereby covenant and provide that they, their heirs, administrators, and assigns, and all parties holding title by, through and under them, shall hold such land subject to the following restrictions running with the land which shall be observed by themselves, their heirs, administrators, and assigns, and shall run in favor of and be enforceable by any person who shall hereafter own any of said tracts of land above described, Save and Except the Community Center, Boat Ramp and Reserve areas which shall not be in any manner restricted hereby unless specifically referred to.

1. These covenants are to run with the land and shall be binding upon all parties and all persons claiming under them until July 1st, 2027, A.D., at which time said covenants shall be automatically extended for successive periods of ten (10) years, unless an instrument signed by a majority of the then owners of the tract has been recorded, agreeing to change said covenants in whole or in part.

2. If the parties hereto, or any of the, or their heirs, successors, or assigns, shall violate or attempt to violate any of the covenants herein, it shall be lawful for the undersigned Owners, their heirs, administrators, or assigns, to enter and abate such violation without liability, or they, their heirs, administrators, or assigns, and any other persons owning any real property situated in said subdivision shall have the right to prosecute any proceeding at law or equity against the person or persons violating or attempting to violate such restrictions, and either to prevent him or them from doing, or to cause to be removed such violation, or to recover damages for such violation.

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3. The violation of any restriction or covenant herein shall not operate to invalidate any mortgage, deed of trust, or other lien acquired and held on good faith against said property or any part thereof, but such liens may be enforced against any and all property covered thereby, subject nevertheless to the restrictions herein.

4. No building shall be erected, placed or altered on any building tract in this subdivision until the plans, specifications and plot plans showing the location of such building has been approved in writing as to conformity and harmony of exterior design with the existing structures in the subdivision, and as to location with respect to topography and finished ground elevation by the Architectural Committee composed of C.L. Conner, C.G. Conner and Robert B. Higgs, or by representatives designated by a majority of the members of said Committee. In the event of death or resignation of any member of said committee, the remaining member or members shall have full authority to approve or disapprove such design and location within thirty days after said plans and specifications have been submitted to it, and in the event said committee fails to approve or disapprove such plans within such time, such approval will not be required and this covenant shall be deemed to have been complied with. Neither the members of such Committee nor its designated representatives shall be entitled to any compensation for services performed pursuant to this covenant.

5. The Architectural Committee shall have the same authority over the Community Center area and no structure or improvement shall be placed thereon except as a community project and upon approval of the Committee.

6. No outside privies or toilets shall be permitted in this subdivision. All toilets shall be inside the houses and prior to the occupancy the same shall be connected to a central sewage disposal system if there is one in existence at such time, then all toilets shall be connected to a septic tank at the expense of the person building on the building tract, and such septic tank shall have a field line and shall be constructed and maintained in accordance with the requirements of the Trinity River Authority of Texas, and shall be subject to the inspection and approval of such authority, provided however, that whenever a central sewage treatment plant and disposal system shall be established to serve this subdivision, whether publicly owned or privately owned or operated, then all of the tract owners and/or occupants to whom such sewage disposal service is available shall connect their premises thereto for sewage disposal, paying the established rates and all connection fees or charges therefor and each owners pro-rate share of the cost of installation of all sewer lines within the subdivision at their expense, and from and after the time such sewage disposal service becomes available to the subdivision, no septic tank whether therefore or thereafter built or installed, shall be used in connection with any tract.

7. The drainage of sewage into a road, street, alley, ditch or any waterway either directly or indirectly is prohibited. This shall not apply to the discharge effluent from a sewage treatment plant serving this subdivision.

8. No tract other than the areas marked "Community Center" and "Boat Ramp" and "Reserve" shown on the plat of said subdivision filed for record, shall be used except for the residential purposes save and except those lots designated as "Commercial" as in paragraph 13 herein below mentioned. The term "residential purposes" as used herein shall be held and construed to exclude hospitals, clinics, duplex houses, apartment houses, boarding houses, hotels, and all other commercial uses and all such uses of said property are hereby expressly prohibited. No building shall be erected, altered, placed or permitted to remain on any residence tract other than one detached single family dwelling and private garage for not more than three cars.

9. All residences shall be located not closer than 20' from the front line of each lot and to front on the street on which such tract faces except lakefront tracts. No residence shall be located nearer than five (5) feet to any side lot line.
10. No noxious or offensive activity shall be carried on upon any lot nor shall anything be done thereon which may or become an annoyance or nuisance to the neighborhood.
11. No rubbish, brush, junk or old cars, or anything shall be stored, or left standing on any tract that would offend anyone with normal sensitivity.
12. No structure of a temporary character, trailer, mobile house, basement, tent, shack, garage, barn, or other outbuilding shall be used on any tract any time as a residence.
13. No residential structure shall be placed on lots in Section 2, Block 2, Section 3, Block 2, Section 4, Block 2, or Section 4, Block 2 with less than 1200 square feet of living area. On all other lots within Section 2, 3, 4 and 5; residences shall at least 1,000 square feet EXCEPT Lot 185, Block 1, Section 2; Lot 34, Block 1, Section 4; and Lot 22, Block 1, Section 5, on which residences shall contain at least 600 square feet of living area, and except Section 2, Block 1, Lots 1-12, 56-77, 96-109, 80-83 and Block 1, Section 3, Lots 1-12, on which residences shall contain at least 700 square feet of living area.
- Lots 30, 31, 32, 33, Block 1, Section 3, are hereby designated as "Commercial" and the purchasers of which may operate such retail or other commercial establishments as may be in harmony with the subdivision and provided approval of such operation is first obtained by the Architectural Control Committee.
14. No animals, livestock or poultry of any kind shall be raised, bred or kept on any residential tract, except dogs, cats, or other household pets may be kept provided they are not kept, bred, or maintained for any commercial purposes.
15. No sign of any kind shall be displayed to the public view except signs used by the developers in the original sale of lots in said subdivision or signs used by builders to advertise the property during the construction and sales period.
16. No tract shall be used or maintained as dumping ground for rubbish, trash, garbage, or other wastes. Garbage and waste shall be kept in sanitary containers. All incinerators or other equipment for the storage or disposal of such materials shall be kept in a clean and sanitary condition.
17. No fence, wall, hedge or detached improvement shall be erected, grown or maintained on any part of any tract forward of the front building line, except lakefront tracts.
18. Outside construction of all residences shall be completed within four (4) months from date of beginning construction unless such period is extended in writing by Architectural Committee.
19. No building with an unfinished wood exterior except redwood and cedar, shall be erected on any tract unless same shall at time of construction receive at least one coat of paint.
20. No boat docks, piers, boat houses, boat storage sheds, slips, pilings or rip-rap shall be constructed, placed excavated until plans and specifications shall be approved in writing by the Architectural Committee. All such structures shall be so situated as to not unreasonably interfere with the views of another lot.
21. No boats or trailers may be parked in front of the front building line of any tract.



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22. All lot purchasers, excluding developer, shall pay to and become liable to the Property Owners Association for the sum of \$60 per year per lot purchased, for the purpose of created the Twin Harbors, "on Lake Livingston" Maintenance Fund. The aforementioned payment, (hereinafter called "Maintenance Fund") shall be due and payable to the Maintenance Fund in installments of \$5.00 per month beginning the month after the lot purchaser executes the Contract for Deed, or in the event no Contract for Deed is executed, delivery of the General Warranty Deed. The Maintenance Fee shall constitute a "Lien" upon each lot, and the Property Owners Association shall be and is hereby authorized to institute any legal proceeding necessary for the enforcement and collection thereof, including but not limited to filing suit and foreclosure. The fund created hereby shall be used for the purpose of providing street signs and Maintenance of streets, recreational facilities and all common areas designated as such on the aforementioned plat, security guards and other other things necessary or desirable in the opinion of the Architectural Control Committee to keep the property neat and in good order and which it considers of general benefit to the owners or occupants of the subdivision, it being understood that the judgment of said Committee in expenditure of said funds shall be final so long as same is exercised in good faith. All conveyance of lots shall be subject to the Maintenance Fee and by acceptance of the deed or contract for deed, each purchaser consents and acknowledges that developer shall have no obligation to furnish maintenance or do any other thing described in this paragraph other than from maintenance funds. The Maintenance Fee may be adjusted from year to year by said Committee as the needs of the property may in its judgment require, but in no event shall such charge be raised above \$10.00 per month unless agreed to by a majority to the lot owners.

23. Each lot owner agrees to keep his lot(s) mowed and free of rubbish at all times. Should a lot owner, after five (5) days written notice from the Property Owner's Association, fail to mow and clean his lot, the Property Owner's Association shall cause the Lot(s) to be mowed and/or cleaned and assess the cost therefore to the lot owner. Failure of the lot owner to promptly reimburse the Property Owner's Association shall authorize the Association to pursue the same remedies as set forth in paragraph 22 hereinabove for failure to pay the Maintenance Fee.

24. Lot owners shall be permitted to utilize campers, motor homes and similar facilities for the purpose of enjoyment of their lots on a temporary basis, i.e. week-ends or over-night camping only provided however, that no such facility shall be left unattended for more than twenty-four (24) hours. At the expiration of such temporary period, all facilities shall be removed from the lot. Nothing contained herein shall be construed to authorize such facility as permanent residence.

Invalidity of any one or more of these restrictions or covenants by court order shall in no way affect any of the other provisions which shall remain in full force and effect.

Executed at Houston, Texas, on this the 17<sup>th</sup> day of August, 1978.

Don E. Warfield, Co-Trustee

By:

C.L. Conner, Attorney in  
Fact.

C.L. Conner, Co-Trustee

STATE OF TEXAS  
COUNTY OF HARRIS

I  
I

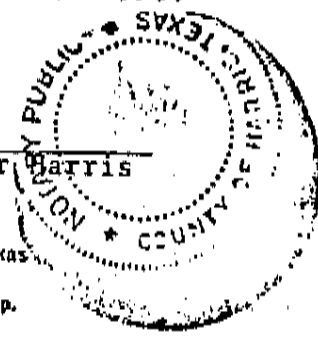
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Before me, the undersigned authority, on this day personally appeared C.L. Conner, known to me to be the person whose name is subscribed to the foregoing instrument as the attorney in fact of Don E. Warfield, and acknowledged to me that he subscribed the name of Don E. Warfield thereto as principal and his own name as attorney in fact, and executed such instruments for the purposes and consideration therein expressed and in the capacity therein set forth.

Given under my hand and seal of office this 17<sup>th</sup> day of August 1978.

My commission expires:  
\_\_\_\_\_

*Robert B. Higgs*  
Notary Public in and for Harris County, Texas  
ROBERT B. HIGGS  
Notary Public in and for Harris County, Texas  
My Commission Expires June 24, 1979  
Bonded by Alexander Lovett, Lawyers Surety Corp.



STATE OF TEXAS  
COUNTY OF HARRIS

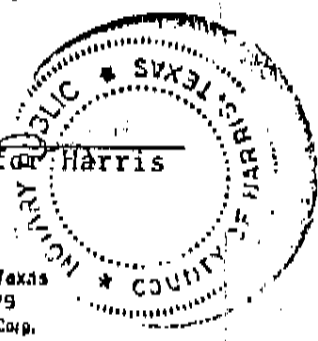
I  
I

Before me the undersigned authority, on this day personally appeared C.L. Conner, Co-Trustee known to me to be the person whose name is subscribed to the foregoing instrument, and acknowledged to me that the executed the same as is free act and deed for the purposes and consideration therein expressed, as in the capacity therein stated.

Given under my hand and seal of office this 17<sup>th</sup> day of August 1978.

My commission expires:  
\_\_\_\_\_

*Robert B. Higgs*  
Notary Public in and for Harris County, Texas  
ROBERT B. HIGGS  
Notary Public in and for Harris County, Texas  
My Commission Expires June 24, 1979  
Bonded by Alexander Lovett, Lawyers Surety Corp.



THE STATE OF TEXAS  
County of Polk

I hereby certify that the foregoing instrument with its certificate of authentication was filed for record in my office on the 24th day of August 1978 at 9:30 o'clock A.M. and was this day duly recorded at 12:55 o'clock P.M. in Vol. 349 Pages 850 et. seq. Deed Records of said County.

Witness my hand and official seal at office in Livingston this 29th day of August 1978.



ALINE STEPHENSON  
Clerk, County Court, Polk County, Texas  
By *June Grimes* JUNE GRIMES Deputy  
DEPUTY

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7138

THE STATE OF TEXAS  
 COUNTY OF POLK

KNOW ALL MEN BY THESE PRESENTS:

THAT WE, the undersigned, being sole Owners of the lands and premises described as follows:

TWIN HARBORS, "on Lake Livingston" Subdivision, a subdivision of 211.434 acres out of the Ester Clark Survey, H-160, the George Qualls Survey, A-847, the L. D. Hooks Survey, A-878, the L. T. Sloan Survey, A-1090 and the John Burgess Survey, A-7, Polk County, Texas, and being more particularly described by a map or plat thereof recorded in Volume 7, Page 10 et. seq. of the Plat Records of Polk County, Texas, have established and by these presents do establish the following restrictions, on the improvement, use and sale of said property, which shall apply equally to all the lots in said subdivision as herein stated, and are for the mutual protection and benefit of all future owners in said subdivision to be considered as covenants running with the land and binding upon all future owners and enforceable by any one of the land owners in said subdivision until July 1st, 2027 A.D., whereupon such restrictions shall terminate and cease, unless extended as herein-after provided, to-wit:

#### RESERVATIONS

1. There shall be reserved the utility easements and drainage easements as shown on said plat of said subdivision and an easement over all streets for the purpose of installing, using, repairing and maintaining public utilities, water, sewer lines, electric lighting and telephone poles, pipe lines and drainage ditches or structures and/or any equipment necessary for the performance of any public or quasi-public service and function, and for all other purposes incident to the development and use of said property as a community unit, with the right of access thereto for the purpose of further construction, maintenance and repairs. Such right of access to include the right, without liability on the part of any one or all of the owners or operators of such utilities, to remove any or all obstructions on said easement right-of-way, caused by trees, brush, fences, shrubs, or other obstructions which in their opinion may cause interference with the installation or operation of their facilities. Such easements shall be for the general benefit of the subdivision and the property owners thereof, and are hereby reserved and created in favor of any and all utility companies entering into and upon said property for the purposes aforesaid, subject to the limitations as to water service herein-after set forth. There is also reserved for use of all public utility companies an unobstructed aerial easement ten (10') feet wide from a plane fifteen (15') feet above the ground upward, located adjacent to the said easements reserved hereby; and all easements shown on the plat for electric facilities.

2. Owners reserve unto themselves, their heirs, administrators, and assigns, the exclusive right at all times to use any and all areas reserved or dedicated as a public utility easement or street, for the purpose of laying, placing or constructing, installing, maintaining or repairing of all kinds and types of water lines, waste water disposal lines, mains or pipes as well as other equipment necessary or incidental to the operation and maintenance of water service and/or supply system, and its appurtenances, to service, furnish or supply this subdivision with water and waste water disposal.

3. There is reserved unto Owners, their heirs, administrators and assigns, and unto the owners of residential tracts and mobile home sites in said subdivision all areas designated as "Community Center" and "Boat Ramp" on the plat of said subdivision and/or on all preceding or future plats of sections of this subdivision as community ownership for swimming, tennis and other community type activities. The swimming pool, tennis court and boat ramp areas shall be under the supervision of the Architectural Committee of the hereinafter constituted Property Owners Association, which said Committee for purposes and beautification and conformity shall approve any structures or improvements in the same manner as provided for residential tracts. The Architectural Committee shall be entitled to use all necessary and reasonable means in avoiding the use of said property, residential, commercial, or recreational areas by the public at large, and thereby restrict the use thereof and in the furtherance thereof such use shall remain subject to supervision of the Architectural Committee herein. Reserves constituting the Community Center and Boat Ramp areas and as reflected by the aforesaid plat, shall be for the sole and exclusive use of lot owners in this subdivision.

#### RESTRICTIONS

For the purpose of setting forth a substantially uniform plan of development, Owners of Reserve 1, Section IV, TWIN HARBORS, "on Lake Livingston" Subdivision, do hereby covenant and provide that they, their heirs, administrators, and assigns, and all parties holding title by, through and under them, shall hold such land subject to the following restrictions running with the land which shall be observed by themselves, their heirs, administrators, and assigns, and shall run in favor of and be enforceable by any person who shall hereafter own any of said tract of land above described.

1. These covenants are to run with the land and shall be binding upon all parties and all persons claiming under them until July 1st, 2027, A.D., at which time said covenants shall be automatically extended for successive periods of ten (10) years, unless an instrument signed by a majority of the then owners of the tract has been recorded, agreeing to change said covenants in whole or in part.

2. If the parties hereto, or any of them or their heirs, successors, or assigns, shall violate or attempt to violate any of the covenants herein, it shall be lawful for the undersigned Owners, their heirs, administrators, or assigns to enter and abate such violation without liability, or they, their heirs, administrators, or assigns, and any other persons owning any real property situated in said subdivision shall have the right to prosecute any proceeding at law or equity against the person or persons violating or attempting to violate such restrictions, and either to prevent him or them from doing, or to cause to be removed such violation, or to recover damages for such violation.

3. The violation of any restriction or covenant herein shall not operate to invalidate any mortgage, deed of trust, or other lien acquired and held on good faith against said property or any part thereof, but such liens may be enforced against any and all property covered thereby, subject nevertheless to the restrictions herein.

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4. No building shall be erected, placed or altered on any building tract in this subdivision until the plans, specifications and plat plans showing the location of such building has been approved in writing as to conformity and harmony of exterior design with the existing structures in the subdivision, and as to location with respect to topography and finished ground elevation by the Architectural Committee composed of C. L. Conner, C. G. Conner and Robert B. Higgs, or by a representative designated by a majority of the members of said Committee. In the event of death or resignation of any member of said committee, the remaining member or members shall have full authority to approve or disapprove such design and location within thirty days after said plans and specifications have been submitted to it, and in the event said committee fails to approve or disapprove such plans within such time, such approval will not be required and this covenant shall be deemed to have been complied with. Neither the members of such Committee nor its designated representatives shall be entitled to any compensation for services performed pursuant to this covenants.

5. The Architectural Committee shall have the same authority over the Community Center area and no structure or improvement shall be placed thereon except as a community project and upon approval of the Committee.

6. No outside privies or toilets shall be permitted in this subdivision. All toilets shall be inside the houses and prior to the occupancy the same shall be connected to a central sewage disposal system if there is one in existence at such time, and if not, then all toilets shall be connected to a septic tank at the expense of the person building on the building tract, and such septic tank shall have a field line and shall be constructed and maintained in accordance with the requirements of the Trinity River Authority of Texas, and shall be subject to the inspection and approval of such authority, provided however, that whenever a central sewage treatment plant and disposal system shall be established to serve this subdivision, whether publicly owned or privately owned or operated, then all of the tract owners and/or occupants to whom such sewage disposal service is available shall connect their premises thereto for sewage disposal, paying the established rates and all connection fees or charges therefore and each owners pro-rata share of the cost of installation of all sewer lines within the subdivision at their expense, and from and after the time such sewage disposal service becomes available to the subdivision, no septic tank whether therefore or thereafter built or installed, shall be used in connection with any tract.

7. The drainage of sewage into a road, street, alley, ditch or any waterway either directly or indirectly is prohibited. This shall not apply to the discharge of effluent from a sewage treatment plant serving this subdivision.

8. No portion of this tract shown on the plat of said subdivision filed for record, shall be used except for residential purposes. The term "residential purposes" as used herein shall be held and construed to exclude hospitals, clinics, boarding houses and hotels, but shall not exclude duplexes, condominiums or row houses whether built for owners use or for lease.

9. All residences shall be located not closer than 20' from the front line of each lot and to front on the street on which such tract faces except lakefront tracts. No residence shall be located nearer than five (5) feet to any side lot line.

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

11. No rubbish, brush, junk or old cars, or anything shall be stored, or left standing on any tract that would offend anyone with normal sensitivity.

12. No structure of a temporary character, trailer, mobile house, basement, tent, shack, garage, barn, or other outbuilding shall be used on any tract any time as a residence.

13. No residential structure shall be placed on this tract or portion thereof with less than 700 square feet of living area. In all cases the minimum square feet of living area shall be exclusive of porches and garages.

14. No animals, livestock or poultry of any kind shall be raised, bred or kept on any residential tract, except dogs, cats, or other household pets may be kept provided they are not kept, bred, or maintained for any commercial purposes.

15. No sign of any kind shall be displayed to the public view except signs used by the developers in the original sale of lots in said subdivision or signs used by builders to advertise the property during the construction and sales period.

16. No tract shall be used or maintained as a dumping ground for rubbish, trash, garbage, or other wastes. Garbage and waste shall be kept in sanitary containers. All incinerators or other equipment for the storage or disposal of such materials shall be kept in a clean and sanitary condition.

17. No fence, wall, hedge or detached improvement shall be erected, grown or maintained on any part of any tract forward of the front building line, except lakefront tracts.

18. Outside construction of all residences shall be completed within four (4) months from date of beginning construction unless such period is extended in writing by Architectural Committee.

19. No building with an unfinished wood exterior except redwood and cedar, shall be erected on any tract unless same shall at time of construction receive at least one coat of paint.

20. No boat docks, piers, boat houses, boat storage sheds, slips, pilings or rip-rap shall be constructed, placed or excavated until plans and specifications shall be approved in writing by the Architectural Committee. All such structures shall be so situated as to not unreasonably interfere with the views of another lot.

21. No boats or trailers may be parked in front of the front building line of any tract.

22. The purchaser of this tract shall pay to and become liable to the Property Owners Association for the sum of \$240.00 per year. The aforementioned payment, (hereinafter called "Maintenance Fund") shall be due and payable to the Maintenance Fund in installments of \$20.00 per month beginning the month after the purchaser executes the Contract for Deed, or in the event no Contract for Deed is executed, delivery of General Warranty Deed. The Maintenance Fee shall constitute a "Lien" upon the tract, and the Property Owners Association shall be and is hereby authorized to institute any legal proceeding necessary for the enforcement and collection thereof, including but not limited to filing suit and foreclosure. The fund created hereby shall be used for the purpose of providing street signs and maintenance of streets, recreational facilities and all common areas designated as such on the

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plat, security guards and any other things necessary or desirable in the opinion of the Architectural Control Committee to keep the property neat and in good order and which it considers of general benefit to the owners or occupants of the subdivision, it being understood that the judgment of said Committee in expenditure of said funds shall be final so long as same is exercised in good faith. All conveyance of lots shall be subject to the Maintenance Fee and by acceptance of the deed or contract for deed, each purchaser consents and acknowledges that developer shall have no obligation to furnish maintenance or do any other thing described in this paragraph other than from maintenance funds. The Maintenance Fee may be adjusted from year to year by said Committee as the needs of the property may in its judgment require, but in no event shall such charge be raised above \$20.00 per month unless agreed to by a majority of the lot owners. In the event this tract is subdivided into more than 4 lots or single dwelling units, each lot or dwelling unit so subdivided shall be subject to the maintenance fee of \$5.00 per lot per month.

23. Each lot owner agrees to keep his lot(s) mowed and free of rubbish at all times. Should a lot owner, after five (5) days written notice from the Property Owner's Association, fail to mow and clean his lot, the Property Owner's Association shall cause the lot(s) to be mowed and/or cleaned and assess the cost therefore to the lot owner. Failure of the lot owner to promptly reimburse the Property Owner's Association shall authorize the Association to pursue the same remedies as set forth in paragraph 22 hereinabove for failure to pay the Maintenance Fee.

24. Lot owners shall be permitted to utilize campers, motor homes and similar facilities for the purpose of enjoyment of their lots on a temporary basis, i.e., weekend or overnight camping only provided however, that no such facility shall be left unattended for more than twenty-four hours. At the expiration of such temporary period, all facilities shall be removed from the lot. Nothing contained herein shall be construed to authorize such facility as a permanent residence.


Invalidity of any one or more of these restrictions or covenants by court order shall in no way affect any of the other provisions which shall remain in full force and effect.

EXECUTED at Houston, Texas, on this the 3rd day of September, 1980.

DON E. WARFIELD, CO-TRUSTEE

By:

  
C. L. CONNER, ATTORNEY IN FACT

  
C. L. CONNER, CO-TRUSTEE

Acknowledged:

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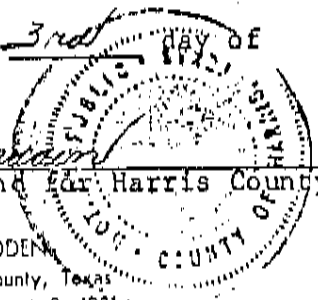
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THE STATE OF TEXAS X  
COUNTY OF HARRIS X

BEFORE ME, the undersigned authority, on this day personally appeared C. L. CONNER, Co-Trustee, known to me to be the person whose name is subscribed to the foregoing instrument, and acknowledged to me that he executed the same as his free act and deed for the purposes and consideration therein expressed, and in the capacity therein stated.

GIVEN UNDER MY HAND AND SEAL OF OFFICE this 3rd day of September, A.D. 1980.

Mary Jane Madden  
Notary Public in and for Harris County, Texas



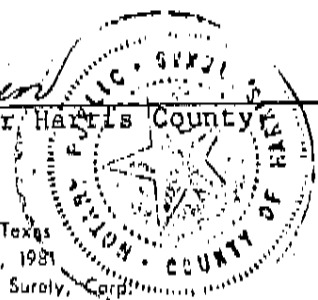
MARY JANE MADDEN  
Notary Public in Harris County, Texas  
My Commission Expires August 3, 1981  
Bonded by L. Alexander Lovell, Lawyers Surety, Corp.

THE STATE OF TEXAS X  
COUNTY OF HARRIS X

BEFORE ME, the undersigned authority, on this day personally appeared C. L. CONNER, known to me to be the person whose name is subscribed to the foregoing instrument as the attorney in fact of Don E. Warfield, and acknowledged to me that he subscribed the name of Don E. Warfield thereto as principal and his own name as attorney in fact, and executed such instruments for the purposes and consideration therein expressed and in the capacity therein set forth.

GIVEN UNDER MY HAND AND SEAL OF OFFICE this 3rd day of September, A.D. 1980.

Mary Jane Madden  
Notary Public in and for Harris County, Texas



MARY JANE MADDEN  
Notary Public in Harris County, Texas  
My Commission Expires August 3, 1981  
Bonded by L. Alexander Lovell, Lawyers Surety, Corp.

THE STATE OF TEXAS  
County of Polk

I hereby certify that the foregoing instrument with its certificate of authentication was filed for record in my office on the 8th day of September 1980 at 11:44 o'clock A M. and was this day duly recorded at 8:20 o'clock A M. in Vol. 384 Pages 318 et seq. Deed Records of said County.

Witness my hand and official seal at office in Livingston this 16th day of September 1980



ALINE STEPHENSON  
Clerk, County Court, Polk County, Texas

By June Grimes Deputy

JUNE GRIMES



3642

## TWIN HARBORS PROPERTY OWNERS ASSOCIATION

## RECREATION AREA RULES

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1. The property owner or an immediate family member must accompany guests at all times.
2. Children under 15 years old must be accompanied by an adult 18 years of age or older who is a member of the property owner's immediate family.
3. Lock gate upon entering and leaving recreation area.
4. Swimmers must take showers before entering the pool.
5. No pets or glass containers allowed in recreation area.
6. No profanity or horseplay allowed in recreation area.
7. Consumption of alcoholic beverages by anyone under 19 years of age is not permitted.
8. No running and no innertubes allowed in pool area. No floats allowed when more than ten persons are in the pool.
9. No food and no drinks allowed in pool area. No smoking in pool.
10. Rubber sole shoes must be worn in tennis-basketball court area.
11. Children of property owners immediate family are limited to a total of two guests at any time.
12. Property owners are limited to two guest families unless prior permission is obtained from the pool attendant.
13. POOL HOURS  
 10 a.m. to 9 p.m. SUN thru THURS  
 10 a.m. to 10 p.m. FRI and SAT  
 POOL CLOSED OCT 1 thru APR 30  
  
 Note: Pool may be open at other times by the property owner making prior arrangements with the pool attendant.
14. DISCIPLINARY PROBLEMS  
  
 Property owners are responsible for the conduct of members of their family and guests and for any property damage.  
  
First Offense - Letter detailing offense and 30-day suspension from recreation club area for the offender.  
  
Second Offense - Suspension by the Board of Directors for one season and forfeit of gate key.
15. NO LIFEGUARD ON DUTY - SWIM AT YOUR OWN RISK. Property owners are responsible for the safety of family and guests.
16. A property owner is the name shown on Polk County "Assessment of Property" list. New property owners must show proof of ownership.
17. Only children of property owners are considered members of the immediate family. All others are guests.
18. A maximum of two (2) keys per property owner family, if available, will be issued for a refundable \$10.00 deposit per key. Keys remain the exclusive property of THPOA and are subject to recall on failure to comply with Recreation Area rules. Sixty-day delinquent maintenance fees for any one lot constitute forfeiting use of recreation area key. Lost keys may be replaced by a second key upon a TWENTY DOLLAR (\$20.00) refundable deposit. Second key may take 30 days or longer to obtain. Any key found in the possession of other than a property owner or his immediate family will be confiscated and key deposit forfeited.

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Approved by the Twin Harbors Property Owners Association Board of Directors at a Special Meeting held on March 22, 1986. Executed and signed by Board of Directors members on the 12th day of April, 1986.

Alfred J. Austin

Beauf L. May

James D. [Signature]

[Signature]

Ellen G. [Signature]

STATE OF TEXAS |

COUNTY OF POLK |



This instrument was acknowledged before me, a Notary Public for the State of Texas, on the 12th day of April, 1986.

Anna S. Kenney  
Notary Public, State of Texas

My commission expires: 1/17/89

STATE OF TEXAS |  
COUNTY OF POLK |  
I, ALINE STEPHENSON, hereby certify that this instrument was FILED in the number sequence on the date and at the time stamped hereon by me; and was duly RECORDED in the volume and page of the named RECORDS of Polk County, Texas as stamped hereon by me on

APR 15 1986



Aline Stephenson  
COUNTY CLERK  
POLK COUNTY, TEXAS

FILED FOR RECORD

1986 APR 15 PM 12:14

ALINE STEPHENSON-COUNTY CLERK  
POLK COUNTY, TEXAS

Aline Stephenson

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TWIN HARBORS ON LAKE LIVINGSTON  
PROPERTY OWNERS ASSOCIATION, INC.  
A NONPROFIT ORGANIZATION  
BY - LAWS - SECOND AMENDMENT

## ARTICLE 1

## IDENTIFICATION

1.01 The name of the Association is Twin Harbors on Lake Livingston Property Owners Association, Inc.

1.02 The primary and specific purpose for which the Association is formed is to act as a civic club concerned with the preservation and improvement of the streets, drainage facilities, community law enforcement and property security, community recreational facilities, street lighting and other community structures and services commonly enjoyed by owners of lots in Twin Harbors on Lake Livingston Subdivision in Polk County, Texas, for the protection of the subdivision against violation of restrictive covenants, and promotion of the public interest of such area. Property owners are responsible for all matters dealing with the maintenance of their lot.

1.03 The general purposes and powers of the Association are:

(a) Subject to the provisions of Part Four of the Texas Miscellaneous Corporation Laws Act, to purchase, lease, or otherwise acquire, improve, construct, own, hold, use, maintain, operate, exchange, mortgage and encumber, sell convey, or otherwise dispose of, real and personal property of every kind, nature or description, as may be necessary or desirable to promote the primary purpose of the Association.

(b) Subject to the provisions of Part Four of the Texas Miscellaneous Corporation Laws Act, to make and perform contracts of every kind for any lawful purpose without limit as to amount with any person, firm, association, corporation, municipality, state, government, or municipal or political subdivision.

(c) To have and exercise all the rights and powers conferred on non-profit corporations under the Texas Non-Profit Corporation Act, as such law is now in effect or may at any time hereafter be amended.

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(d) To do all other acts necessary or expedient for the administration of the affairs and attainment of the purposes of the Association.

(e) Notwithstanding any of the foregoing statements or purposes and powers, this Association shall not, except to an insubstantial degree, engage in any activities or exercise any powers that are not in furtherance of the primary purpose of this Association as set forth in Paragraph 1.02 of this Article I and nothing contained in the foregoing statements or purposes shall be construed to authorize the Association to carry on any activity for the profit of its members, or to distribute any gains, profits or dividends to its members as such.

(f) Upon dissolution of the Association or the winding up of its affairs, the assets of the Association shall be distributed exclusively to charitable, scientific or educational organizations or such successor organization which would then qualify under the provisions of Section 501 (c) of the Internal Revenue Code and its regulations as they now exist or as they may hereafter be amended.

## ARTICLE II

## OFFICES

2.01 The principal office and meeting place of the Association shall be located in TWIN HARBORS ON LAKE LIVINGSTON Subdivision in Polk County, Texas, or in the general area thereof, as the Officers may determine and the affairs of the Association may from time to time require.

2.02 The Association as a Non-Profit Corporation organized under the provisions of the Texas Non-Profit Corporation Act, shall have and continuously maintain in the State of Texas a registered office and a registered agent, whose office is identical with such registered office, as required by the Texas Non-Profit Corporation Act. The registered office may be, but not need be, identical with the principal office of the Association in the State of Texas, and the address of the registered office may be changed from time to time by the Officers.

## ARTICLE III

## MEMBERS

3.01 Classes of Members. The Association shall have only one (1) class of members. Only persons who are lot owners in TWIN HARBORS ON LAKE LIVINGSTON Subdivision in Polk County, Texas, who are current (within 30 days of billing) in payment of their

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maintenance dues, shall be eligible for membership in the Association.

3.02 Voting Rights. Each unit owning a lot or lots in TWIN HARBORS ON LAKE LIVINGSTON Subdivision shall be entitled to one vote on each matter submitted to a vote of the members. Ownership of more than one lot shall not entitle a member to more than one vote. Additionally, if any maintenance charge, assessment, or other sum due the Association as provided for in the Restrictions remains unpaid for more than thirty (30) days, the voting rights of the member(s) owing such sums are suspended for so long as such sums remain unpaid.

3.03 Termination of Privileges. If any maintenance charge, assessment, or other sum due the Association as provided for in the Restrictions remains unpaid for more than thirty (30) days, the property owners right to use the association's facilities is suspended.

#### ARTICLE IV

##### MEETINGS OF MEMBERS

4.01 Annual Meetings. The Annual Meeting of the Association shall be held each year at 10:00 A.M. on the Saturday before Labor Day, for the purpose of electing Officers and for the transaction of other business which may come before the meeting. If the election of Officers shall not be held on the day designated herein for any annual meeting, or at any adjournment thereof, the Officers shall cause the election to be held at a special meeting of the members as soon thereafter as possible.

4.02 Special Meetings. Special meetings of the members may be called by the President, the Officers by a majority vote, or by not less than a majority of the members having voting rights.

4.03 Place of Meeting. Any place in TWIN HARBORS ON LAKE LIVINGSTON Subdivision in Polk County, Texas, or the nearby town of Onalaska, Texas, suitable for attendance by the members may be designated as the place for such annual or special meetings of the members.

4.04 Notice of Meetings. Written or printed notice stating the place, day and hour of the meeting and the purpose or purposes of any meeting of the membership called, shall be mailed by United States Postal Service to the mailing address in the records of the Secretary for each voting member not less than ten (10) days prior to the meeting.

4.05 Manner of Acting. All meetings of the members will be governed by Robert's

## Rules of Order.

4.06 Quorum. At any meeting of the members, the presence in person or by proxy of 25 of the voting members of the Association shall constitute a quorum to transact business. In the absence of a quorum any meeting may be adjourned.

4.07 Adjournment. If any meeting of the members be adjourned for not more than twenty (20) days, no notice as to the time or place of such adjourned meeting shall be required other than an announcement of same at the meeting at which such adjournment is taken. However, the Officers may at its option give such additional notice to the members as it deems proper to secure their attendance at the adjourned meeting.

4.08 Voting by Proxy. Any member may vote by proxy. A proxy shall be valid for one (1) year period of time from the date executed by the member, and shall be filed with and maintained in the permanent records of the Secretary. If a member has a proxy on record with the Secretary and is able to attend the meeting, that member may void the proxy with regard to that meeting and vote in person if he or she desires. Any proxy must be given to a member of the Association in attendance at the meeting and who is eligible to vote. All proxies must be authenticated by the Secretary of the Association. The member's proxy vote must meet the requirements listed in article 3.02. Members must designate who has his proxy by name (hand written) and signed.

## ARTICLE V

## OFFICERS

5.01 Number of Officers. The business and affairs of the Association shall be managed by Eight (8) Officers, all of whom shall be voting members of the Association with currently paid dues.

5.02 Term of Office. The eight (8) Officers constituting the initial Officers of the Association shall draw lots for the terms of office as follows: Four (4) Officers for a term of One (1) Year, and four (4) Officers for a term of two (2) Years. Thereafter at the Annual Meeting of the members, Officers shall be elected for terms of two (2) years each to replace Officers whose terms of office have expired. Officers shall be elected at the Annual Meeting of the members of the Association and shall hold office for the term elected and until their successors shall have been elected and evidenced their consent to serve in such capacity.

5.03 Vacancies. Vacancies by Officers may be filled by the affirmative vote of a

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majority of the remaining Officers, though less than a quorum of the Officers. An Officer elected to fill a vacancy shall be elected for the unexpired term of office of his predecessor in office.

(a) Removal. Any Officer may be removed by the Officers whenever in its judgement the best interests of the Association could be served thereby, but such removal shall be without prejudice to the contract rights, if any, of the Officer so removed. A 2/3 majority vote of the remaining officers is required to remove an officer.

(b) Vacancies. A vacancy in any office because of death, resignation, disqualification or otherwise, may be filled by the Officers for the unexpired portion of the term.

5.04 Meetings. The regular Annual Meeting of the Officers shall be held without other notice than this By-Law, immediately after and at the same place as the Annual Meeting of the members, for election of Association Officers and such other business as shall come before the Officers at such meeting. Other regular meetings of the Officers shall be held without notice at 10:00 A.M. on the 2nd Saturday of each month at the Recreation Club Pavilion in TWIN HARBORS ON LAKE LIVINGSTON Subdivision in Polk County, Texas, or elsewhere as the Officers may by a majority vote from time to time designate as its regular meeting place.

5.05 Special Meetings. Special meetings of the Officers shall be held whenever called by the President or Vice President. Notice of such meeting shall be mailed to each Officer, addressed to him at his last known post office address, or shall be delivered personally, or communicated by telephone, at least three (3) days before the day on which the meeting is to be held. Each such notice shall state time and place, but need not state the purpose. Notice of any meeting need not be given to any Officers, if waived by him in writing or by telegram and the presence of any Officer at any meeting shall be considered as a waiver by him of notice of such meeting.

5.06 Quorum. A majority of the Officers shall constitute a quorum for the transaction of business at any meeting of the Officers. If less than a majority of the Officers are present at a meeting, a majority of the Officers present may adjourn the meeting from time to time without further notice.

5.07 Manner of Acting. The act of a majority of the Officers present at a meeting at which a quorum is present shall be the act of Officers, unless the act of a greater number is required by law or by these By-Laws. All meetings of the members will be governed by Robert's Rules of Order.

5.08 Compensation. Officers shall not receive any compensation for service in such capacity.

5.09 Powers. The Officers shall have the power:

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(a) To adopt and publish rules and regulations governing the use of the Common Areas and facilities located within the Subdivision, and the personal conduct of the members and their guests thereon, and to establish penalties for the infraction thereof;

(b) To exercise for the Association all power, duties and authority vested in or delegated to this Association and not reserved to the membership by other provision of these By-Laws, the Articles of Incorporation or the Restrictions;

(c) To establish, and disburse and maintain such petty cash fund as necessary for efficiently carrying on the business of the Association, and to delegate such duties to the Officers of the Association as are necessary to effectuate this provision; and

(d) To engage the services of a manager, independent contractors, or such employees as it deems necessary, and to prescribe the conditions, compensation and duties of their work. Such power shall include authority to enter into management agreements with other parties to manage, operate or perform all or any part of the affairs and business of the Association.

5.10 Duties. It shall be the duty of the Officers:

(a) To cause to be kept a complete record of all its acts and corporate affairs and to present a statement thereof to the members at the Annual Meeting. These records are to be maintained in the association's office and are open records that can be reviewed by any member. Records cannot be removed from the Association's office, except for annual review and legal requirements.

(b) To supervise all officers, agents and employees of this Association, and to see that their duties are properly performed;

(c) As more fully provided in the Restrictions:

(1) To fix the amount of the annual assessment against each lot at least thirty (30) days in advance of each annual meeting, and

(2) To send written notices of change in assessment to every Owner subject thereto at least thirty (30) days in advance of each Annual Meeting;

(d) To issue, or to cause an appropriate Officer to issue, upon demand by any person, a certificate setting forth whether any assessment has been paid. Reasonable charge may be



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made by the Officers for the issuance of these certificates. Such certificates shall be conclusive evidence of any assessment therein stated to have been paid.

(e) To procure and maintain adequate liability and hazard insurance on property owned by the Association;

(f) To cause all Officers, employees or agents, having fiscal responsibility to be bonded, as it may deem appropriate; and

(g) To cause the Common Areas of the Subdivision to be maintained.

#### ARTICLE VI

#### OFFICES

6.01 The eight (8) Offices of the Association shall be a President, Vice President, Secretary, Treasurer, 1st Arch., 2nd Arch., 3rd Arch. and Parliamentarian.

6.02 Committees. Committees may be created, filled, and terminated at any meeting of the Officers.

6.03 President. The President shall be the principal executive Officer of the Association and shall in general supervise and control all of the business and affairs of the Association. He shall preside at all meetings of the members and of the Officers. He may sign, with the Secretary or any other proper Officer of the corporation authorized by the Officers, any deeds, mortgages, bonds, contracts, or other instruments which the Officers have authorized to be executed, except in cases where the signing and the execution thereof shall be expressly delegated by the Officers or by these by-Laws or by statute to some other Officer or agent of the Association; and in general he shall perform all duties incident to the office of President and such other duties as may be prescribed by the Officers from time to time.

6.04 Vice President. In the absence of the President or in the event of his inability or refusal to act, the Vice President shall perform the duties of the President, and when so acting shall have all the powers of and be subject to all the restrictions upon the President. Any Vice President shall perform such other duties as from time to time may be assigned to him by the President or Officers.

6.05 Treasurer. If required by the Officers, the Treasurer shall give a bond for the faithful discharge of his duties in such sum and with such surety or sureties as the Officers shall determine. He shall have charge and custody of and be responsible for all funds and

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securities of the Association; receive and give receipts for moneys due and payable to the Association from any source whatsoever, and deposit all such moneys in the name of the Association in such banks, trust companies, or other depositories as shall be selected in accordance with the provisions of Article VII of the By-Laws; and in general perform all the duties incident to the office of Treasurer and such other duties as from time to time may be assigned to him by the President or by the Officers.

6.06 Secretary. The Secretary shall keep the minutes of the meetings of the members and of the Officers in one or more books provided for that purpose; give all notices in accordance with the provisions of these By-Laws or as required by law; be custodian of the records and of the seal of the Association, and affix the seal of the Association to all documents, the execution of which on behalf of the Association under its seal is duly authorized in accordance with the provisions of these By-Laws; keep a register of the post office address of each member which shall be furnished to the Secretary by each member; maintain records of maintenance funds owed and received; and, in general, perform all duties as from time to time may be assigned to him by the President or by the Officers.

6.07 1st, 2nd and 3rd Architectural Persons. To perform duties as described in the Subdivision restrictions.

6.08 Parliamentarian. To keep Roberts Rules of Order and, in general, perform all duties incident to the office of Parliamentarian and such other duties as from time to time may be assigned to him by the President or by the Officers.

6.09 Officers shall receive no compensation for their services, but shall be reimbursed for all out of pocket expenses incurred in behalf of the Association.

## ARTICLE VII

## COMMITTEE AND SERVICES

7.01 Special Committees. The "Architectural Committee" shall exercise the functions required of such a committee under the recorded Restrictive covenants applicable to TWIN HARBORS ON LAKE LIVINGSTON Subdivision and there shall be three (3) members from the Association and one (1) minority member from National Land Company. Any member of such committee may be removed by a majority vote of the Officers when in the judgment the best interests of the Association and the lot owners in TWIN HARBORS ON LAKE LIVINGSTON Subdivision shall be served by such removal.

7.02 Services. No Officer of this Association shall be required to devote his time or

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render services exclusively to the Association. Each Officer shall be free to engage in any and all other businesses and activities either similar or dissimilar to the business of this Association. Likewise, each and every Officer shall be free to act for and service any other corporation or corporations, entity or entities, in any capacity, whether or not the purposes, business and activities thereof be similar or dissimilar to those of this Association, without breach of any duty to this Association or its members. No contract or other transaction of this Association shall ever be affected by the fact that any Officer of this Association is interested in, or connected with any party to such contract or transaction, provided that such contract or transaction shall be approved by a majority of the Officers at which such contract or transaction shall be authorized or confirmed, which majority shall consist of Officers not so interested or connected.

#### ARTICLE VIII

##### CONTRACTS, CHECKS, DEPOSITS AND FUNDS

8.01 Contracts. The Officers may authorize any other Officer or Officers, agent or agents of the Association, in addition to the Officers so authorized by these By-Laws, to enter into any contract or execute and deliver any instrument in the name of and on behalf of the Association. Such authority may be general or confined to specific instances.

8.02 Checks and Drafts. All checks, drafts, or orders for the payment of money, notes or other evidences of indebtedness issued in the name of the Association shall be signed by such Officer or Officers, agent or agents of the Association and in such manner as shall from time to time be determined by resolution of the Officers. In the absence of such determination by the Officers, such instruments shall be signed by any two (2) of the following: President, Vice President, Secretary, Treasurer or Parliamentarian of the Association.

8.03 Deposits. All funds of the Association shall be deposited from time to time to the credit of the Association in such banks, trust companies, or other depositories as the Officers may select.

8.04 Gifts. The Officers may accept on behalf of the Association any contributions, gifts, bequests or devise for the general purposes or for any special purpose of the Association.

#### ARTICLE IX

##### BOOKS AND RECORDS

## Page 1 0 THPOA By-Laws

9.01 The Association shall keep correct and complete books and records of accounts and shall also keep minutes of the proceedings of its members, Officers and committees having any of the authority of the Officers, and shall keep at the registered or principal office a record giving the names and addresses of the members entitled to vote. All books and records of the Association may be inspected by any member or his agent or attorney for any proper purpose at any reasonable time.

## ARTICLE X

## FISCAL YEAR

10.01 The fiscal year of the Association shall begin on the Saturday before Labor Day and end of the Friday before Labor Day of each year.

## ARTICLE XI

## DUES AND FEES

11.01 Annual Dues. Each member shall pay annual dues of \$120.00 per lot owned by him in TWIN HARBORS ON LAKE LIVINGSTON Subdivision (or however desired). Annual dues/Maintenance fees are all one and the same.

11.02 Payment of Dues. Dues shall be payable in advance on the day of the Annual Meeting, or if monthly on a monthly schedule. Dues of a new member shall be prorated from the first day of the month in which such new member becomes a member, for the remainder of the fiscal year of the Association. After 60 days past due, the association will notify the property owner in writing and assess a late charge.

11.03 Legal Fees. The property owner is liable for all legal fees and court cost of any litigation successfully brought against the property owner by the association.

## ARTICLE XII

## SEAL

12.01 The Officers shall provide an Association seal, which shall be in the form of a circle and shall have inscribed thereon the name of the Association.

## ARTICLE XIII

## WAIVER OF NOTICE

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13.01 Whenever any notices are required to be given under the provisions of the Texas Non-Profit Corporation Act or under the provisions of the articles of incorporation or the By-Laws of this Association, a waiver thereof in writing signed by the person or persons entitled to such notice, whether before or after the time stated therein, shall be deemed equivalent to the giving of such notice.

ARTICLE XIV

AMENDMENTS TO BY-LAWS

14.01 These By-Laws may be altered, amended, or repealed and new By-Laws may be adopted by a majority of the Officers present at any regular meeting or at any special meeting, if at least thirty (30) days written notice is given of an intention to alter, amend or repeal these By-Laws or to adopt new By-Laws at such meeting and a majority of the members of the Association does not evidence in writing their disapproval of such change in the By-Laws prior to the expiration of such thirty (30) day period.

ARTICLE XV

AUDIT

15.01 Audit. A yearly review of operations shall be made annually by a committee selected by the Officers. Upon completion of the yearly review of operations, the report will be available for review in the association's office.

Executed at Onalaska, Texas on this, the \_\_\_\_\_ day of September, 1994 by the TWIN HARBORS ON LAKE LIVINGSTON PROPERTY OWNERS ASSOCIATION BOARD OF DIRECTORS.

*Beryl Marx*  
BERYL MARX, PRESIDENT

*Paul Taylor*  
PAUL TAYLOR, 1ST ARCH.

*Fred Alderman*  
FRED ALDERMAN, VICE PRES.

*Jo Ann Anderjeski*  
JO ANN ANDERJESKI, 2ND ARCH

*Otis Petty*  
OTIS PETTY, SECRETARY

*Thomas M. Seger*  
TOM SEGER, 3RD ARCH

*W. Redfield*

*Amy S. Casey*

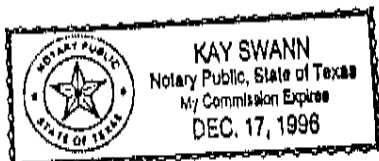
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WAYNE REDFIELD, TREASURER

AMY CASEY, PARLIM.

Sworn to and subscribed before me by Beryl Marx, Fred Alderman, Otis Petty, Wayne Redfield, Paul Taylor, Jo Ann Anderjeski, Tom Seger, and Amy Casey, under the penalties of perjury this 17th day of September, 1994, to certify which, witness my hand and seal of office.



*Kay Swann*  
Kay Swann, Notary Public in  
and for Polk County,  
The State of Texas

STATE OF TEXAS }  
COUNTY OF POLK }

I, JO ANNE HOPKINS, hereby certify that this instrument was FILED in the file number sequence on the date and at the time stamped hereon by me; and was duly RECORDED in the Official Public Records in volume and page of the named RECORDS of Polk County, Texas as stamped hereon by me on

SEP 19 1994



*Jo Anne Hopkins*  
COUNTY CLERK  
POLK COUNTY, TEXAS

FILED FOR RECORD

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*Jo Anne Hopkins*  
COUNTY CLERK  
POLK COUNTY, TEXAS

7139

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THE STATE OF TEXAS  
 COUNTY OF POLK

KNOW ALL MEN BY THESE PRESENTS:

THAT WE, the undersigned, being sole Owners of the lands and premises described as follows:

TWIN HARBORS, "on Lake Livingston" Subdivision, a subdivision of 211.434 acres out of the Ester Clark Survey, H-160, the George Qualls Survey, A-847, the L. D. Hooks Survey, A-878, the L. T. Sloan Survey, A-1090 and the John Burgess Survey, A-7, Polk County, Texas, and being more particularly described by a map or plat thereof recorded in Volume 7, Page 10 et. seq. of the Plat Records of Polk County, Texas, have established and by these presents do establish the following restrictions, on the improvement, use and sale of said property, which shall apply equally to all the lots in said subdivision as herein stated, and are for the mutual protection and benefit of all future owners in said subdivision to be considered as covenants running with the land and binding upon all future owners and enforceable by any one of the land owners in said subdivision until July 1st, 2027 A.D., whereupon such restrictions shall terminate and cease, unless extended as herein-after provided, to-wit:

#### RESERVATIONS

1. There shall be reserved the utility easements and drainage easements as shown on said plat of said subdivision and an easement over all streets for the purpose of installing, using, repairing and maintaining public utilities, water, sewer lines, electric lighting and telephone poles, pipe lines and drainage ditches or structures and/or any equipment necessary for the performance of any public or quasi-public service and function, and for all other purposes incident to the development and use of said property as a community unit, with the right of access thereto for the purpose of further construction, maintenance and repairs. Such right of access to include the right, without liability on the part of any one or all of the owners or operators of such utilities, to remove any or all obstructions on said easement right-of-way, caused by trees, brush, fences, shrubs, or other obstructions which in their opinion may cause interference with the installation or operation of their facilities. Such easements shall be for the general benefit of the subdivision and the property owners thereof, and are hereby reserved and created in favor of any and all utility companies entering into and upon said property for the purposes aforesaid, subject to the limitations as to water service herein-after set forth. There is also reserved for use of all public utility companies an unobstructed aerial easement ten (10') feet wide from a plane fifteen (15') feet above the ground upward, located adjacent to the said easements reserved hereby; and all easements shown on the plat for electric facilities.

2. Owners reserve unto themselves, their heirs, administrators, and assigns, the exclusive right at all times to use any and all areas reserved or dedicated as a public utility easement or street, for the purpose of laying, placing or constructing, installing, maintaining or repairing of all kinds and types of water lines, waste water disposal lines, mains or pipes as well as other equipment necessary or incidental to the operation and maintenance of water service and/or supply system, and its appurtenances, to service, furnish or supply this subdivision with water and waste water disposal.

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3. There is reserved unto Owners, their heirs, administrators and assigns, and unto the owners of residential tracts and mobile home sites in said subdivision all areas designated as "Community Center" and "Boat Ramp" on the plat of said subdivision and/or on all preceding or future plats of sections of this subdivision as community ownership for swimming, tennis and other community type activities. The swimming pool, tennis court and boat ramp areas shall be under the supervision of the Architectural Committee of the hereinafter constituted Property Owners Association, which said Committee for purposes and beautification and conformity shall approve any structures or improvements in the same manner as provided for residential tracts. The Architectural Committee shall be entitled to use all necessary and reasonable means in avoiding the use of said property, residential, commercial, or recreational areas by the public at large, and thereby restrict the use thereof and in the furtherance thereof such use shall remain subject to supervision of the Architectural Committee herein. Reserves constituting the Community Center and Boat Ramp areas and as reflected by the aforesaid plat, shall be for the sole and exclusive use of lot owners in this subdivision.

#### RESTRICTIONS

For the purpose of setting forth a substantially uniform plan of development, Owners of Reserve 1, Section III, TWIN HARBORS, "on Lake Livingston" Subdivision, do hereby covenant and provide that they, their heirs, administrators, and assigns, and all parties holding title by, through and under them, shall hold such land subject to the following restrictions running with the land which shall be observed by themselves, their heirs, administrators, and assigns, and shall run in favor of and be enforceable by any person who shall hereafter own any of said tract of land above described.

1. These covenants are to run with the land and shall be binding upon all parties and all persons claiming under them until July 1st, 2027, A.D., at which time said covenants shall be automatically extended for successive periods of ten (10) years, unless an instrument signed by a majority of the then owners of the tract has been recorded, agreeing to change said covenants in whole or in part.

2. If the parties hereto, or any of them or their heirs, successors, or assigns, shall violate or attempt to violate any of the covenants herein, it shall be lawful for the undersigned Owners, their heirs, administrators, or assigns to enter and abate such violation without liability, or they, their heirs, administrators, or assigns, and any other persons owning any real property situated in said subdivision shall have the right to prosecute any proceeding at law or equity against the person or persons violating or attempting to violate such restrictions, and either to prevent him or them from doing, or to cause to be removed such violation, or to recover damages for such violation.

3. The violation of any restriction or covenant herein shall not operate to invalidate any mortgage, deed of trust, or other lien acquired and held on good faith against said property or any part thereof, but such liens may be enforced against any and all property covered thereby, subject nevertheless to the restrictions herein.



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4. No building shall be erected, placed or altered on any building tract in this subdivision until the plans, specifications and plat plans showing the location of such building has been approved in writing as to conformity and harmony of exterior design with the existing structures in the subdivision, and as to location with respect to topography and finished ground elevation by the Architectural Committee composed of C. L. Conner, C. G. Conner and Robert B. Higgs, or by a representative designated by a majority of the members of said Committee. In the event of death or resignation of any member of said committee, the remaining member or members shall have full authority to approve or disapprove such design and location within thirty days after said plans and specifications have been submitted to it, and in the event said committee fails to approve or disapprove such plans within such time, such approval will not be required and this covenant shall be deemed to have been complied with. Neither the members of such Committee nor its designated representatives shall be entitled to any compensation for services performed pursuant to this covenants.

5. The Architectural Committee shall have the same authority over the Community Center area and no structure or improvement shall be placed thereon except as a community project and upon approval of the Committee.

6. No outside privies or toilets shall be permitted in this subdivision. All toilets shall be inside the houses and prior to the occupancy the same shall be connected to a central sewage disposal system if there is one in existence at such time, and if not, then all toilets shall be connected to a septic tank at the expense of the person building on the building tract, and such septic tank shall have a field line and shall be constructed and maintained in accordance with the requirements of the Trinity River Authority of Texas, and shall be subject to the inspection and approval of such authority, provided however, that whenever a central sewage treatment plant and disposal system shall be established to serve this subdivision, whether publicly owned or privately owned or operated, then all of the tract owners and/or occupants to whom such sewage disposal service is available shall connect their premises thereto for sewage disposal, paying the established rates and all connection fees or charges therefore and each owners pro-rata share of the cost of installation of all sewer lines within the subdivision at their expense, and from and after the time such sewage disposal service becomes available to the subdivision, no septic tank whether therefore or thereafter built or installed, shall be used in connection with any tract.

7. The drainage of sewage into a road, street, alley, ditch or any waterway either directly or indirectly is prohibited. This shall not apply to the discharge of effluent from a sewage treatment plant serving this subdivision.

8. No portion of this tract shown on the plat of said subdivision filed for record, shall be used except for residential purposes. The term "residential purposes" as used herein shall be held and construed to exclude hospitals, clinics, boarding houses and hotels, but shall not exclude duplexes, condominiums or row houses whether built for owners use or for lease.

9. All residences shall be located not closer than 20' from the front line of each lot and to front on the street on which such tract faces except lakefront tracts. No residence shall be located nearer than five (5) feet to any side lot line.

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

11. No rubbish, brush, junk or old cars, or anything shall be stored, or left standing on any tract that would offend anyone with normal sensitivity.

12. No structure of a temporary character, trailer, mobile house, basement, tent, shack, garage, barn, or other outbuilding shall be used on any tract any time as a residence.

13. No residential structure shall be placed on this tract or portion thereof with less than 700 square feet of living area. In all cases the minimum square feet of living area shall be exclusive of porches and garages.

14. No animals, livestock or poultry of any kind shall be raised, bred or kept on any residential tract, except dogs, cats, or other household pets may be kept provided they are not kept, bred, or maintained for any commercial purposes.

15. No sign of any kind shall be displayed to the public view except signs used by the developers in the original sale of lots in said subdivision or signs used by builders to advertise the property during the construction and sales period.

16. No tract shall be used or maintained as a dumping ground for rubbish, trash, garbage, or other wastes. Garbage and waste shall be kept in sanitary containers. All incinerators or other equipment for the storage or disposal of such materials shall be kept in a clean and sanitary condition.

17. No fence, wall, hedge or detached improvement shall be erected, grown or maintained on any part of any tract forward of the front building line, except lakefront tracts.

18. Outside construction of all residences shall be completed within four (4) months from date of beginning construction unless such period is extended in writing by Architectural Committee.

19. No building with an unfinished wood exterior except redwood and cedar, shall be erected on any tract unless same shall at time of construction receive at least one coat of paint.

20. No boat docks, piers, boat houses, boat storage sheds, slips, pilings or rip-rap shall be constructed, placed or excavated until plans and specifications shall be approved in writing by the Architectural Committee. All such structures shall be so situated as to not unreasonably interfere with the views of another lot.

21. No boats or trailers may be parked in front of the front building line of any tract.

22. The purchaser of this tract shall pay to and become liable to the Property Owners Association for the sum of \$240.00 per year. The aforementioned payment, (hereinafter called "Maintenance Fund") shall be due and payable to the Maintenance Fund in installments of \$20.00 per month beginning the month after the purchaser executes the Contract for Deed, or in the event no Contract for Deed is executed, delivery of General Warranty Deed. The Maintenance Fee shall constitute a "Lien" upon the tract, and the Property Owners Association shall be and is hereby authorized to institute any legal proceeding necessary for the enforcement and collection thereof, including but not limited to filing suit and foreclosure. The fund created hereby shall be used for the purpose of providing street signs and maintenance of streets, recreational facilities and all common areas designated as such on the

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plat, security guards and any other things necessary or desirable in the opinion of the Architectural Control Committee to keep the property neat and in good order and which it considers of general benefit to the owners or occupants of the subdivision, it being understood that the judgment of said Committee in expenditure of said funds shall be final so long as same is exercised in good faith. All conveyance of lots shall be subject to the Maintenance Fee and by acceptance of the deed or contract for deed, each purchaser consents and acknowledges that developer shall have no obligation to furnish maintenance or do any other thing described in this paragraph other than from maintenance funds. The Maintenance Fee may be adjusted from year to year by said Committee as the needs of the property may in its judgment require, but in no event shall such charge be raised above \$20.00 per month unless agreed to by a majority of the lot owners. In the event this tract is subdivided into more than 4 lots or single dwelling units, each lot or dwelling unit so subdivided shall be subject to the maintenance fee of \$5.00 per lot per month.

23. Each lot owner agrees to keep his lot(s) mowed and free of rubbish at all times. Should a lot owner, after five (5) days written notice from the Property Owner's Association, fail to mow and clean his lot, the Property Owner's Association shall cause the lot(s) to be mowed and/or cleaned and assess the cost therefore to the lot owner. Failure of the lot owner to promptly reimburse the Property Owner's Association shall authorize the Association to pursue the same remedies as set forth in paragraph 22 hereinabove for failure to pay the Maintenance Fee.

24. Lot owners shall be permitted to utilize campers, motor homes and similar facilities for the purpose of enjoyment of their lots on a temporary basis, i.e., weekend or overnight camping only provided however, that no such facility shall be left unattended for more than twenty-four hours. At the expiration of such temporary period, all facilities shall be removed from the lot. Nothing contained herein shall be construed to authorize such facility as a permanent residence.

Invalidity of any one or more of these restrictions or covenants by court order shall in no way affect any of the other provisions which shall remain in full force and effect.

EXECUTED at Houston, Texas, on this the 3rd day of September, 1980.

DON E. WARFIELD, CO-TRUSTEE

By:

C. L. Conner  
C. L. CONNER, ATTORNEY IN FACT

C. L. Conner  
C. L. CONNER, CO-TRUSTEE

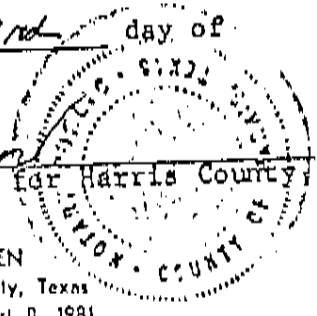
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THE STATE OF TEXAS X  
COUNTY OF HARRIS X

BEFORE ME, the undersigned authority, on this day personally appeared C. L. CONNER, Co-Trustee, known to me to be the person whose name is subscribed to the foregoing instrument, and acknowledged to me that he executed the same as his free act and deed for the purposes and consideration therein expressed, and in the capacity therein stated.

GIVEN UNDER MY HAND AND SEAL OF OFFICE this 3rd day of September, A.D. 1980.

*Mary Jane Madden*  
Notary Public in and for Harris County, Texas



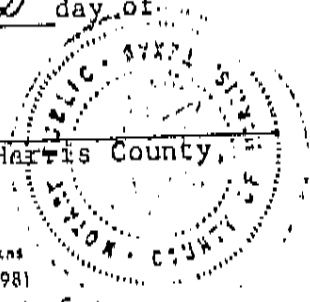
MARY JANE MADDEN  
Notary Public in Harris County, Texas  
My Commission Expires August 2, 1981  
Bonded by L. Alexander Lovell, Lawyers Surety, Corp.

THE STATE OF TEXAS X  
COUNTY OF HARRIS X

BEFORE ME, the undersigned authority, on this day personally appeared C. L. CONNER, know to me to be the person whose name is subscribed to the foregoing instrument as the attorney in fact of Don E. Warfield, and acknowledged to me that he subscribed the name of Don E. Warfield thereto as principal and his own name as attorney in fact, and executed such instruments for the purposes and consideration therein expressed and in the capacity therein set forth.

GIVEN UNDER MY HAND AND SEAL OF OFFICE this 3rd day of September, A.D. 1980.

*Mary Jane Madden*  
Notary Public in and for Harris County, Texas



MARY JANE MADDEN  
Notary Public in Harris County, Texas  
My Commission Expires August 2, 1981  
Bonded by L. Alexander Lovell, Lawyers Surety, Corp.

THE STATE OF TEXAS  
County of Polk

I hereby certify that the foregoing instrument with its certificate of authentication was filed for record in my office on the 8th day of September 1980 at 11:44 o'clock A M. and was this day duly recorded at 8:25 o'clock A M., in Vol. 384 Pages 324 et seq. Deed Records of said County.

Witness my hand and official seal at office in Livingston this 16th day of September 1980



ALINE STEPHENSON  
Clerk, County Court, Polk County, Texas  
By *June Grimes* Deputy  
JUNE GRIMES

9886

2091 - 1240 - 500

**TWIN HARBORS ON LAKE LIVINGSTON  
PROPERTY OWNERS ASSOCIATION, INC.**

**A NONPROFIT ORGANIZATION  
BY-LAWS - FIFTH AMENDMENT**

**ARTICLE I**

**IDENTIFICATION**

- 1.01 The name of the Association is **Twin Harbors on Lake Livingston Property Owners Association, Inc.**
- 1.02 The primary and specific purpose for which the Association is formed is to act as a civic club concerned with the preservation and improvement of the streets, drainage facilities, community law enforcement and property security, community recreational facilities, street lighting and other community structures and services commonly enjoyed by owners of lots in Twin Harbors on Lake Livingston Subdivision in Polk County, Texas, for the protection of the subdivision against violation of restrictive covenants, and promotion of the public interest of such area. Property owners are responsible for all matters dealing with the maintenance of their lot.
- 1.03 The general purposes and powers of the Association are:
- (a) Subject to the provisions of Part Four of the Texas Miscellaneous Corporation Laws Act, to purchase, lease, or otherwise acquire, improve, construct, own, hold, use, maintain, operate, exchange, mortgage and encumber, sell convey, or otherwise dispose of, real and personal property of every kind, nature or description, as may be necessary or desirable to promote the primary purpose of the Association.
  - (b) Subject to the provisions of Part Four of the Texas Miscellaneous Corporation Laws Act, to make and perform contracts of every kind for any lawful purpose without limit as to amount with any person, firm, association, corporation, municipality, state, government, or municipal or political subdivision.
  - (c) To have and exercise all the rights and powers conferred on non-profit corporations under the Texas Non-Profit Corporation Act, as such law is now in effect or may at any time hereafter be amended.
  - (d) To do all other acts necessary or expedient for the administration of the affairs and attainment of the purposes of the Association.
  - (e) Notwithstanding any of the foregoing statements or purposes and powers, this Association shall not, except to an insubstantial degree, engage in any activities or exercise any powers that are not in furtherance of the primary purpose of this Association as set forth in Paragraph 1.02 of this Article I and nothing contained in the foregoing statements or purposes shall be construed to authorize the Association to carry on any activity for the profit of its members, or to distribute any gains, profits or dividends to its members as such.
  - (f) Upon dissolution of the Association or the winding up of its affairs, the assets of the Association shall be distributed exclusively to charitable, scientific or educational organizations or such successor organization which would then qualify under the provisions of Section 501 ( c ) of the Internal Revenue Code and its regulations as they now exist or as they may hereafter be amended.

**ARTICLE II**

**OFFICES**

- 2.01 The principal office and meeting place of the Association shall be located in **TWIN HARBORS ON LAKE LIVINGSTON** Subdivision in Polk County, Texas, or in the general area thereof, as the Officers may determine and affairs of the Association may from time to time require.
- 2.02 The Association as a Non-Profit Corporation organized under the provisions of the Texas Non-Profit Corporation Act, shall have and continuously maintain in the State of Texas a registered office and a registered agent, whose office is identical with such registered office, as required by the Texas Non-Profit Corporation Act. The registered office may be, but not need be, identical with the principal office of the Association in the State of Texas, and the address of the registered office may be changed from time to time by the Officers.

**ARTICLE III**

**MEMBERS**

- 3.01 **Classes of Members.** The Association shall have only one (1) class of members. Only persons who are lot owners in **TWIN HARBORS ON LAKE LIVINGSTON** Subdivision in Polk County, Texas, who are current (within 30 day of billing) in payment of their maintenance dues, shall be eligible for membership in the Association. New property owners must show verification of ownership to the office of the POA.
- 3.02 **Voting Rights.** Each unit owning a lot or lots in **TWIN HARBORS ON LAKE LIVINGSTON** Subdivision shall be entitled to one vote on each matter submitted to a vote of the members. Ownership of more than one lot shall not entitle a member to more than one vote. Additionally, if any maintenance charge, assessment, or other sum due the Association as provided for in the Restrictions remains unpaid for more than thirty (30) days, the voting rights of the member(s) owing such sums are suspended for so long as such sums remain unpaid.
- 3.03 **Termination of Privileges.** If any maintenance charge, assessment, or other sum due the Association as provided for in the Restrictions remains unpaid for more than thirty (30) days, the property owners right to use the association's facilities is suspended.

- 3.04 Member use of facilities shall be subject to the rules as set forth by the board and pursuant to articles of the deed restrictions.

#### ARTICLE IV

##### MEETINGS OF MEMBERS

- 4.01 Annual Meetings. The Annual Meeting of the Association shall be held each year at 10:00 A.M. on the third Saturday of October, for the purpose of electing Officers and for the transaction of other business which may come before the meeting. If the election of Officers shall not be held on the day designated herein for any annual meeting, or at any adjournment thereof, the Officers shall cause the election to be held at a special meeting of the members as soon thereafter as possible.
- 4.02 Special Meetings. Special meetings of the members may be called by the President, the Officers by a majority vote, or by not less than a majority of the members having voting rights.
- 4.03 Place of Meeting. Any place in TWIN HARBORS ON LAKE LIVINGSTON Subdivision in Polk County, Texas, or the nearby town of Onalaska, Texas, suitable for attendance by the members may be designated as the place for such annual or special meetings of the members.
- 4.04 Notice of Meetings. Written or printed notice stating the place, day and hour of the meeting and the purpose of purposes of any meeting of the membership called, shall be mailed by United States Postal Service to the mailing address in the records of the Secretary for each voting member not less than ten (10) days prior to the meeting.
- 4.05 Manner of Acting. All meetings of the members will be governed by Robert's Rules of order.
- 4.06 Quorum. At any meeting of the members, the presence in person or by proxy of 25 of the voting members of the Association shall constitute a quorum to transact business. In the absence of a quorum any meeting may be adjourned.
- 4.07 Adjournment. If any meeting of the members be adjourned for not more than twenty (20) days, no notice as to the time or place of such adjourned meeting shall be required other than an announcement of same at the meeting at which such adjournment is taken. However, the Officers may at its option give such additional notice to the members as it deems proper to secure their attendance at the adjourned meeting.
- 4.08 Voting by Proxy. Any member may vote by proxy. A proxy shall be valid for one (1) year period of time from the date executed by the member, and shall be filed with and maintained in the permanent records of the Secretary. If a member has a proxy on record with the Secretary and is able to attend the meeting, that member may void the proxy with regard to that meeting and vote in person if he or she desires. Any proxy must be given to a member of the Association in attendance at the meeting and who is eligible to vote. No one member may be given more than six (6) proxies and those must be turned in to the office not later than 9:00 AM on the day of the meeting. The President, Secretary and Treasurer of the Association must authenticate all proxies. The member's proxy vote must meet the requirements listed in Article 3.02. Members must designate who has his proxy by name (hand written) and signed.

#### ARTICLE V

##### OFFICERS

- 5.01 Number of Officers. The business and affairs of the Association shall be managed by Eight (8) Officers, all of whom shall be voting members of the Association with currently paid dues.
- 5.02 Term of Office. The eight (8) Officers constituting the initial Officers of the Association shall draw lots for the terms of office as follows: Four (4) Officers for a term of One (1) Year, and four (4) Officers for a term of two (2) Years. Thereafter at the Annual Meeting of the members, Officers shall be elected for terms of two (2) years each to replace Officers whose terms of office have expired. Officers shall be elected at the Annual Meeting of the members of the Association and shall hold office for the term elected and until their successors shall have been elected and evidenced their consent to serve in such capacity.
- 5.03 Vacancies. Vacancies by Officers may be filled by the affirmative vote of a majority of the remaining Officers, even though less than a quorum of the Officers. An Officer elected to fill a vacancy shall be elected for the unexpired term of office of his predecessor in office.
- (a) Removal. Any Officer may be removed by the Officers whenever in its judgement the best interests of the Association could be served thereby, but such removal shall be without prejudice to the contract rights, if any, of the Officer so removed. A 2/3 majority vote of the remaining officers is required to remove an officer.
- (b) Vacancies. A vacancy in any office because of death, resignation, disqualification or otherwise, may be filled by the Officers for the unexpired portion of the term.

- 5.04 Meetings. The regular Annual Meeting of the Officers shall be held without other notice than this By-Law, immediately after and at the same place as the Annual Meeting of the members, for election of Association Officers and such other business as shall come before the Officers at such meeting. Other regular meetings of the Officers shall be held without notice at 10:00 A.M. on the 2nd Saturday of each month at the Recreation Club Pavilion in TWIN HARBORS ON LAKE LIVINGSTON Subdivision in Polk County, Texas, or elsewhere as the Officers may by a majority vote from time to time designate as its regular meeting place.
- 5.05 Special Meetings. Special meetings of the Officers shall be held whenever called by the President or Vice President. Notice of such meeting shall be mailed to each Officer, addressed to him at his last known post office address, or shall be delivered personally, or communicated by telephone, at least three (3) days before the day on which the meeting is to be held. Each such notice shall state time and place, but need not state the purpose. Notice of any meeting given to any Officers, if waived by him in writing or by telegram and the presence of any Officer at any meeting shall be considered as a waiver by him of notice of such meeting.
- 5.06 Quorum. A majority of the Officers shall constitute a quorum for the transaction of business at any meeting of the Officers. If less than a majority of the Officers are present at a meeting, a majority of the Officers present may adjourn the meeting from time to time without further notice.
- 5.07 Manner of Acting. The act of a majority of the Officers present at a meeting at which a quorum is present shall be the act of Officers, unless the act of a greater number is required by law or by these By-Laws. All meetings of the members will be governed by Robert's Rules of Order.
- 5.08 Compensation. Officers shall not receive any compensation for service in such capacity.
- 5.09 Powers. The Officers shall have the power:
- (a) To adopt and publish rules and regulations governing the use of the Common Areas and facilities located within the Subdivision, and the personal conduct of the members and their guests thereon, and to establish penalties for the infraction thereof;
  - (b) To exercise for the Association all power, duties and authority vested in or delegated to this Association and not reserved to the membership by other provision of these By-Laws, the Articles of Incorporation or the Restrictions;
  - (c) To establish, and disburse and maintain such petty cash fund as necessary for efficiently carrying on the business of the Association, and to delegate such duties to the Officers of the Association as are necessary to effectuate this provision; and
  - (d) To engage the services of a manager, independent contractors, or such employees as it deems necessary, and to prescribe the conditions, compensation and duties of their work. Such power shall include authority to enter into management agreements with other parties to manage, operate or perform all or any part of the affairs and business of the Association.
- 5.10 Duties. It shall be the duty of the Officers:
- (a) To cause to be kept a complete record of all its acts and corporate affairs and to present a statement thereof to the members at the Annual Meeting. These records are to be maintained in the association's office and are open records that can be reviewed by any member. Records cannot be removed from the Association's office, except for annual review and legal requirements.
  - (b) To supervise all officers, agents and employees of this Association, and to see that their duties are properly performed;
  - (c) To issue, or to cause an appropriate Officer to issue, upon demanded by any person, a certificate setting forth whether any assessment has been paid. Reasonable charge may be made by the Officers for the issuance of these certificates. Such certificate shall be conclusive evidence of any assessment therein stated to have been paid.
  - (d) To procure and maintain adequate liability and hazard insurance on the Board of Directors and the property owned by the Association;
  - (e) To cause all Officers, employees or agents, having fiscal responsibility to be bonded, as it may deem appropriate; and
  - (f) To cause the Common Areas of the Subdivision to be maintained.

## ARTICLE VI

### OFFICERS

- 6.01 The eight (8) Offices of the Association shall be a President, Vice President, Secretary, Treasurer, 1st Arch., 2nd Arch., 3rd Arch., and Parliamentarian.
- 6.02 Committees. Committees may be created, filled, and terminated at any meeting of the Officers.
- 6.03 President. The President shall be the principal executive Officer of the Association and shall in general supervise and control all of the business and affairs of the association. He shall preside at all meetings of the members and of the Officers. He may sign, with the Secretary or any other proper Officer of the corporation authorized by the Officers, any deeds, mortgages, bonds, contracts, or other instruments which the Officers have authorized to be executed, except in cases where the signing and the execution thereof shall be expressly delegated by the Officers or by these By-Laws or by statute to some other Officer of the Association; and in general he shall perform all duties incident to the office of President and such other duties as may be prescribed by the Officers from time to time.

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## THPOA - BY LAWS (FIFTH AMENDMENT) PAGE 4

- 6.04 Vice President. In the absence of the President or in the event of his inability or refusal to act, the Vice President shall perform the duties of the President, and when so acting shall have all the powers of and be subject to all the restrictions upon the President. Any Vice President shall perform such other duties as from time to time may be assigned to him by the President or Officers.
- 6.05 Treasurer. If required by the Officers, the Treasurer shall give a bond for the faithful discharge of his duties in such sum and with such surety or sureties as the Officers shall determine. He shall have charge and custody of and be responsible for all funds and securities of the Association; receive and give receipts for money due and payable to the Association from any source whatsoever, and deposit all such moneys in the name of the Association in such banks, trust companies, or other depositories as shall be selected in accordance with the provisions of Article VII of the By-Laws; and in general perform all the duties incident to the office of Treasurer and such other duties as from time to time may be assigned to him by the President or by the Officers.
- 6.06 Secretary. The Secretary shall keep the minutes of the meetings of the members and of the Officers in one or more books provided for that purpose; give all notices in accordance with the provisions of these By-Laws or as required by law; be custodian of the records and of the seal of the Association, and affix the seal of the Association to all documents, the execution of which on behalf of the Association under its seal is duly authorized in accordance with the provisions of these By-Laws; keep a register of the post office address of each member which shall be furnished to the Secretary by each member; maintain records of maintenance funds owed and received; and, in general, perform all duties as from time to time may be assigned to him by the President or by the Officers.
- 6.07 1st, 2nd, and 3rd Architectural Persons. To perform duties as described the Subdivision restrictions.
- 6.08 Parliamentarian. To keep Roberts Rules of Order and, in general, perform all duties incident to the office Parliamentarian and such other duties as from time to time may be assigned to him by the President or by the Officers.
- 6.09 Officers shall receive no compensation for their services, but shall be reimbursed for all out of pocket expenses incurred in behalf of the Association. An Officer may receive compensation for work performed that is not part of their duties as an officer, provided that the Board of Directors approve such compensation and work performed.

## ARTICLE VII

## COMMITTEE AND SERVICES

- 7.01 Special Committees. The "Architectural Committee" shall exercise the functions required of such a committee under the recorded Restrictive covenants applicable to TWIN HARBORS ON LAKE LIVINGSTON Subdivision and there shall be three (3) members from the Association who are officers of the Board of Directors. Any member of such committee may be removed by a majority vote of the Officers when in the judgement the best interest of the Association and the lot owners in TWIN HARBORS ON LAKE LIVINGSTON Subdivision shall be served by such removal.
- 7.02 Services. No Officer of this Association be required to devote his time or render services exclusively to the Association. Each Officer shall be free to engage in any and all other businesses and activities either similar or dissimilar to the business of this Association. Likewise, each and every Officer shall be free to act for and service any other corporation or corporations, entity or entities, in any capacity, whether or not the purposes, business and activities thereof the similar or dissimilar to those of this Association, without breach of any duty to this Association or its members. No contract of other transaction of this Association shall ever be affected by the fact that any Officer of this Association is interested in, or connected with any party to such contract or transaction, provided that such contract or transaction shall be approved by a majority of the Officers at which such contract or transaction shall be authorized or confirmed, which majority shall consist of Officers not so interested or connected.

## ARTICLE VIII

## CONTRACTS, CHECKS DEPOSITS AND FUNDS

- 8.01 Contracts. The Board of Directors may authorize only Officers, of the Association, so authorized by these By-Laws, to enter into any contract or execute and deliver any instrument in the name of and on behalf of the Association. Such authority may be general or confined to specific instances.
- 8.02 Checks and Drafts. All checks, drafts, or orders for the payment of money, notes or other evidences of indebtedness issued in the name of Association shall be signed by such Officers of the Association and in such manner as shall from time to time be determined by resolution of the Board of Directors Such instruments shall be signed by two (2) of the (4) officers designated by the board to sign documents.



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- 8.03 Deposits. All funds of the Association shall be deposited from time to time to the credit of the Association in such banks, trust companies, or other depositories as the Officers may select.
- 8.04 Gifts. The Officers may accept on behalf of the Association any contributions, gifts, bequests or devise for the general purposes or for any special purpose of the Association.

**ARTICLE IX****BOOKS AND RECORDS**

- 9.01 The Association shall keep correct and complete books and records of accounts and shall also keep minutes of the proceedings of its members, Officers and committees having any of the authority of the Officers, and shall keep at the registered or principal office a record giving the names and addresses of the members entitled to vote. All books and records of the Association may be inspected by any member or his agent or attorney for any proper purpose at any reasonable time. The Board of Directors may issue as they deem necessary guidelines, and/or other documents, as needed concerning the interpretation and enactment of the deed restrictions. Such issues may not change or alter said deed restrictions but can clarify or more clearly define certain aspects of the restrictions for the benefit of the property owners.

**ARTICLE X****FISCAL YEAR**

- 10.01 The fiscal year of the Association shall begin on September 1st and end on August 31, of each year.

**ARTICLE XI****DUES AND FEES**

- 11.01 Annual maintenance fees. Each member shall pay annual maintenance fees of \$120.00 per lot owned by him in TWIN HARBORS ON LAKE LIVINGSTON Subdivision.
- 11.02 Payment of Maintenance fees shall be as required in Deed Restrictions, beginning on September 1st of each year or if monthly on a monthly schedule. Dues of a new member shall be prorated from the first day of the month in which such new member becomes a member, for the remainder of the fiscal year of the Association. After 60 days past due, the association will notify the property owner in writing and assess a late charge of \$2.00 per lot, per month.
- 11.03 Legal Fees. The property owner is liable for all legal fees and court cost of any litigation unless ruled differently by the court, brought against the property owner by the association.
- 11.04 Collection Fees. The account of any property owner that is delinquent (as determined by the Board) in the payment of maintenance or other fees may be forwarded to a collection agency. If such action is taken by the Board, the property owner will be assessed a fee in addition to any delinquent fees equivalent to the amount charged by the collection agency.
- 11.05 All property owners using the facilities for trailer parking will pay a fee each year per trailer for mowing and administration charges asset by the board. All trailers must be registered at POA office. Any trailer or trailer that has not been properly identified and administration fees paid will be subject for removal after the period of 90 days.

**ARTICLE XII****SEAL**

- 12.01 The Officers shall provide an Association seal, which shall be in the form of circle and shall have inscribed thereon the name of the Association.

**ARTICLE XIII****WAIVER OF NOTICE**

- 13.01 Whenever any notices are required to be given under the provisions of the Texas Non-Profit Corporation Act or under the provisions of the articles of incorporation of the By-Laws of this Association, a waiver thereof in writing signed by the person or person entitled to such notice, whether before or after the time stated therein, shall be deemed equivalent to the giving of such notice.

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ARTICLE XIV

AMENDMENTS TO BY-LAWS

14.01 These By-Laws may be altered, amended, or repealed and new By-Laws may be adopted by a majority of the Officers present at any regular meeting or at any special meeting, if at least thirty (30) days written notice is given of an intention to alter, amend or repeal these By-Laws or to adopt new By-Laws at such meeting and a majority of the members of the Association does not evidence in writing their disapproval of such change in the By-Laws prior to the expiration of such thirty (30) day period.

ARTICLE XV

AUDIT

15.01 Audit. A yearly review of operations shall be made annually by a committee selected by the Officers. Upon completion of the yearly review of operations, the report will be available for review in the association's office.

Executed at Onalaska, Texas on this, 13th. day of October, 2001 by the TWIN HARBORS ON LAKE LIVINGSTON PROPERTY

OWNERS ASSOCIATION BOARD OF DIRECTORS.

Arnold Witte  
ARNOLD WITTE, PRESIDENT

Davis Scott  
DAVIS SCOTT, VICE PRESIDENT

Sherrie Reese  
SHERRIE REESE, TREASURER

L. O. Petty  
L. O. PETTY, SECRETARY

Ronald Eddleman  
RONALD EDDLEMAN, PARLIAMENTARIAN

Ron Stephenson  
RON STEPHENSON 1ST ARCHITECT

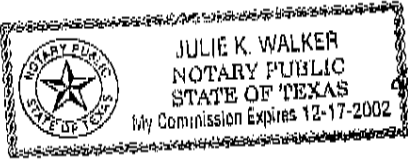
Ed Miller  
ED MILLER, 2ND ARCHITECT

Clifford Budd  
CLIFFORD BUDD, 3RD ARCHITECT

STATE OF TEXAS  
COUNTY OF POLK

This instrument was acknowledged before me on the 13th day of Dec, 2001 by Arnold Witte, Sherrie Reese, Ronald Eddleman, Ed Miller, Davis Scott, L.O. Petty, Ron Stephenson and Clifford Budd

and \_\_\_\_\_



Julie K. Walker  
Notary Public - State of Texas  
Julie K. Walker  
(Notary's Printed Name)

My commission expires: 12-17-02

2001-1240-506

FILED AND RECORDED  
OFFICIAL PUBLIC RECORDS.  
POLK COUNTY, TEXAS

2001 DEC 14 PM 2:09

*Barbara Middleton*

BARBARA MIDDLETON  
COUNTY CLERK, POLK CO.

STATE OF TEXAS  
COUNTY OF POLK

I, BARBARA MIDDLETON, hereby certify that this instrument was filed in its  
entirety and in full force and effect on the date and at the time specified herein by me, and  
was duly RECORDED in the Official Public Records in volume and page of the  
named RECORDS of Polk County, Texas as assigned herein by me on

DEC 14 2001



*Barbara Middleton*

COUNTY CLERK  
POLK COUNTY, TEXAS