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**RESTATED AND AMENDED RESERVATIONS, AND COVENANTS FOR
RIVERSIDE LAKELAND SUBDIVISION, WALKER COUNTY, TEXAS**

THE STATE OF TEXAS *

* KNOW ALL MEN BY THESE PRESENT

COUNTY OF WALKER *

WHEREAS, pursuant to that certain memorandum of a contract dated April 7, 1965, the plans for development of the Riverside Lakeland Subdivision of Walker County, Texas, together with certain deed restrictions, were executed and filed for record at Volume 191, page 637, et seq., Deed Records of Walker County, Texas; Volume 400, page 652, et seq., Deed Records of Walker County, Texas; and Vol 75, page 632, et seq., Official Public Records of Walker County, Texas; and

WHEREAS, by that certain agreement dated August 28, 1976, and filed at Volume 293, page 102, et seq., Deed Records of Walker County, Texas, the Developer of Riverside Lakeland subdivision assigned certain of the developer's rights, responsibilities, and duties to the Riverside Lakeland Civic Club; and

WHEREAS, on July 29, 1988 the Riverside Lakeland Civic Club filed Article of Incorporation with the Texas Secretary of State, incorporating into a non-profit property owners association, under the name "Riverside Lakeland Property Owners Association",

(hereinafter referred to as the "Association" and was issued a charter by the Texas Secretary of State, Charter Number 01084847-01; and

WHEREAS, by that certain Assignment dated September 30, 1988, and filed of record at Volume 81, page 72, et seq., Official Public Records of Walker County, Texas, the Riverside Lakeland Civic Club conveyed to the Riverside Lakeland Property Owners Association all rights it obtained from the Developer per the agreement of August 28, 1976; and

WHEREAS, on October 30, 1988 the directors of the Association executed that certain "Notice of Formation of Petition Committee Pursuant to Section 201.005, Texas Property Code", together with that certain "Petition Amending and Modifying Existing Restrictions and Creating Additional New Restrictions for Riverside Lakeland Subdivision, Walker County, Texas, Pursuant to Chapter 201, Texas Property Code", which Notice and Petition were filed at Vol. 82, page 716, et seq., Official Public Records of Walker County, Texas; and

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WHEREAS, on September 29, 1989, that certain "Certificate of Compliance of Giving Notice of filing of Petition Amending and Modifying Existing Restrictions and Creating Additional New Restrictions for Riverside Lakeland Subdivision, Walker County, Texas, Pursuant to Chapter 201, Texas Property Code", (referred to herein as "1989 Amended Restrictions"), which document was filed at Vol 82, page 716, et seq., Official Public Records of Walker County, Texas; and

WHEREAS, the 1989 Amended Restrictions, deed restriction No. 26, provided that the restrictions could be amended pursuant to the following procedure:

These covenants are to run with the land, and shall be binding on all parties and persons claiming under them for a period of twenty-five (25) years from the date these covenants are recorded with the County Clerk of Walker County, Texas, after which time said covenants shall be extended automatically for successive periods of ten (10) years, unless an instrument amending any of these restrictions is filed with the County Clerk of Walker county, Texas. Any amendment to any restriction shall not effect the provisions of any other restrictions unless otherwise provided for in said amendment. Any such instrument amending any of these restrictions shall be signed by the Board of Directors of the Association, and shall require a majority vote of the members of the Association, represented in person or by proxy, at a special meeting called for the specific purpose of amending the restrictions, or an annual meeting at which notice of such proposed amendment is given, at which either special or annual meeting a quorum of members, represented in person or by proxy, is obtained; and

WHEREAS, on May 28, 2008, the Board of Directors of the Association, by resolution, adopted the following Restated and Amended Restrictions, subject to the approval by a majority vote of the members of the Association, represented in person or by proxy, at a special meeting called for the specific purpose of amending the restrictions, or an annual meeting at which notice of such proposed amendment is given, at which either special or annual meeting a quorum of members, represented in person or by proxy, is obtained; and

WHEREAS, a majority of the members of the Association, at the annual meeting of the members on September 13, 2008, represented in person or by proxy, voted to approve and make effective upon filing, the following Restated and Amended Restrictions.

NOW THEREFORE, the Association hereby adopts the following Restated and Amended Restrictions, effective upon the filing of these Restated and Amended Restrictions with the County Clerk of Walker County, Texas:

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RESTATED AND AMENDED RESTRICTIONS FOR

RIVERSIDE LAKELAND SUBDIVISION, WALKER COUNTY, TEXAS

1. No building or structure of any type, including but not limited to houses, sheds, boat houses, piers, storage buildings, fences, sidewalks, or driveways, shall be erected, placed or altered on any lot, property, or area in this Subdivision until the building plans, specifications and plat plans showing the location and size of such building or structure have been approved in writing, as to conformity and harmony of external and structural design and quality, and in conformity with the reservations, protective covenants, limitations, conditions and restrictions as hereinafter set out, and a building permit has been issued by the Architectural Control Committee, which shall be composed of the Board of Directors of the Association, or such persons to serve as a committee to discharge the function of the Architectural Control Committee, in which event such Committee shall serve at the pleasure of the Board of Directors of the Association. (Fences in these Restated and Amended Restrictions shall mean a hedge, structure, or partition, enclosure, barrier or boundary, regardless of the material with which the fences are made, for the purpose of enclosing a piece of land, or to divide a piece of land into distinct portions, or to separate two contiguous pieces of land.) The Architectural Control Committee shall have the authority to develop guidelines and these guidelines shall be approved by the Board of Directors by resolution duly adopted.

2. All lots in Riverside Lakeland Subdivision, unless otherwise designated on the aforementioned map or plat of this Subdivision, shall be known and designated as residential lots and shall be used for single family residential purposes only. In no event shall any residential lot be used for any business purposes. The term "residential purposes" as used herein shall be held and construed to exclude hospitals, clinics, nursing homes, duplex houses, apartment houses, boarding houses, hotels and all other commercial uses as all such uses of said property are hereby expressly prohibited. Rental or lease by the owner or anyone who is acting on behalf of the owner of the lot and the residence thereon for any period of time less than 180 days must be approved by the Board of Directors. No rental or lease of any lot or residence shall become effective until the Association has been notified in writing of the intended rental or lease so that the Property Owners Association shall have sufficient time to provide the prospective renter or lessee a copy of the Deed Restrictions effective at the time of the rental or the lease and to allow the Property Owners Association to obtain in writing an agreement from the renter or the lessee to be bound by and remain in compliance with the then existing Deed Restrictions.

3. No building or other structure, including fences, as described in paragraph (1), shall be located on any residential lot nearer to the certified surveyed property line than the building line as set forth herein. The building setback lines shall be at least twenty (20) feet back from the certified surveyed property line in all cases except corner lots. In the case of corner lots, the twenty (20) feet setback shall be on the side of the lot fronting on the street. In the case of the side of the lot abutting the street, the minimum setback from the certified surveyed property line shall be ten (10) feet. Corner residential lots

shall be deemed to front on the street side having the least frontage. No building or other structure shall be located nearer than five (5) feet to any interior lot line, except in the event one building is constructed on more than one lot, the combined areas shall be considered as one lot. In any determination of this clause, the building line shall include open porches and garages or any other abutting structure to the principal residence. Fences as defined in paragraph (1) of these restrictions located between two adjacent properties may be built within three inches of the actual property line on the lot of the owner who is constructing the fence to allow the adjacent property owner to also build a fence within three inches of the actual property line on the adjacent property. Variations from these requirements as to building location may be granted in writing only by the Board of Directors of the Association, upon the recommendation of the Architectural Control Committee.

4. No house trailer, mobile home, manufactured home, travel trailer, tent, shack, barn or other out-building or structure, temporary or permanent, shall be moved on or erected in this Subdivision, nor shall any garage or other out-building be used as a temporary or permanent residence in this Subdivision, without the expressed written consent of the Architectural Control Committee.

5. The floor area of all residences constructed after date of these revised Deed Restrictions, exclusive of open porches and garages shall be not less than 1000 square feet, except all lot owners in Section Eight (8), Waterfront or Off-Water, shall be required to build on concrete slab a residence of not less than 1,600 square feet. The outside of such residence in Section Eight (8) shall be constructed of at least sixty percent (60%), brick, stone, and/or glass. The design, materials and workmanship in all buildings shall be in conformity with common use by architects and builders of quality homes, and no building or structure shall be occupied or used until, the exterior thereof is completely finished and all utility connections are made in accordance with the applicable codes.

6. All new construction must be dried in within six months from commencement and completed within one year. No additions to homes may be constructed unless the written approval of the Association through the designated Architectural Control Committee is first obtained before any construction is begun. As used in these Restrictions, "dried in" means the exterior of the house must be completed, including installation of windows, doors, roof, shingles, brick siding or other exterior materials, and further includes at least one coat of paint to those surfaces which need to be painted.

7. All houses shall be constructed with indoor plumbing with sewage systems designed and constructed in accordance with Trinity River Authority Codes adequate therefore to accommodate and serve the occupants thereof and guests and under no circumstances shall drainage be permitted into any lake or to the ground surface. No private or outside toilet facilities shall be constructed or maintained on any lot.

8. Lots are to be purchased subject to easements to be established by grant or agreement between RIVERSIDE LAKELAND PROPERTIES, its successors or assigns, and the utility companies furnishing electricity, telephones, water, gas or sewage and in addition thereto, waterfront lots shall be subject to floor easements established or to be established and granted to Trinity River Authority or other authority controlling Lake Livingston.

9. Driveway culverts shall be used on lots that are abutting drainage ditches and shall be a minimum of 18 feet in length and 12 inches in diameter. Physical placement or any waiver thereof, of culverts must be approved by the Board of Directors of the Association following their inspection of the site to determine its drainage effect on the road and adjacent properties.

10. No noxious, offensive, or commercial activity shall be carried on or upon any lot, nor shall anything be done thereon which may be or may become an annoyance or a nuisance to the neighborhood. Outdoor burning of tree limbs, grass, leaves or other paper or wood products is permitted. Residents must comply with any local burn bans that may be in effect and should always practice fire safety. Burning of toxic materials is strictly prohibited.

11. No animals, livestock or poultry of any kind shall be raised, bred or kept on any lot, except that dogs and cats (not to exceed two of any category) may be kept provided they are (1) not kept, bred or maintained for any commercial purposes, and (2) only kept as pets of the owners of such lots. Dog owners shall display current vaccination tags on dog's collar. Dogs shall be confined on owner's property or under the owners supervision at all times. Any exterior dog houses must be approved by the Association Board of Directors under the same procedures as set forth for other structures constructed upon the lots. The Association Board of Directors may establish size and style qualifications for any exterior dog houses. Nothing in this restriction shall require the Association to allow exterior dog houses, but any decision to allow exterior dog houses shall be in the sole discretion of the Association Board of Directors.

12. The owners and/or occupants of all lots in this subdivision shall, at all times, keep all weeds and grass thereon cut in a sanitary, healthful, and attractive manner, and shall in no event use any lot for storage of material and/or equipment including but not limited to automobiles, trucks, recreational vehicles, ATVs, motorcycles, dirt bikes, tractors and boats that are no longer in operating condition except for normal residential construction requirements or permit the accumulation of garbage, trash or rubbish of any kind thereon. In the event of violation on the part of the owner or occupant of any lot in this Subdivision in observing any of the above requirements, the Association may, without liability to the owner or occupant, in trespass or otherwise, enter upon said lot, cut or cause to be cut such weeds and grass and remove or cause to be removed such garbage, trash, rubbish, etc., so as to place said lot in a neat, attractive, healthful and sanitary condition, and shall be paid by either the owner or occupant of such for the cost of such work. The owner or occupant, as the case may be, agrees by the purchase or occupancy of any lot in this Subdivision to pay such invoice immediately upon receipt

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thereof. In the event of violation on the part of the owner of any lot in observing the above requirements, and if such violation continues after thirty (30) days written notice thereof, the Association may take action to correct the violation and/or may seek an injunction and award of damages from a Court having jurisdiction to correct the violation. The Association or others authorized by the Association, may cut weeds and grass, remove garbage, trash and rubbish or do any other thing necessary to secure compliance with these Restrictions so as to place said lot in a neat, attractive, and sanitary condition. There will be no liability to the Association in carrying out this action. The violating owner will be charged for the reasonable cost of such work and associated materials. The owner agrees with the purchase of a lot in Riverside Lakeland Subdivision to pay such statement immediately upon receipt. If the statement is not paid within thirty (30) days of the date due, then said amount shall accrue interest at the rate of ten (10%) per cent per annum. The payment of such charge is secured by the same lien on the property in question, which secures the charge for such work, the interest accrued, and legal fees and related costs in prosecuting and collecting said amount. Said lien shall only be judicially foreclosed.

13. No motor homes, boats, boat trailers, or boat rigging shall ever be parked or placed (except temporarily) nearer to the street than the twenty foot building set-back lines, unless a variance is signed by the Architectural Control Committee. The parking of automotive vehicles on road shoulders for a period of longer than twenty-four hours is prohibited.

14. All owners of lots in said Riverside Lakeland Subdivision shall pay an annual maintenance fee as determined and set by the Association, which annual maintenance fee shall be a minimum of \$300.00 per year, except if any owner of more than one lot shall own more than one house, such owner shall pay an annual maintenance fee for each house. The amount of the maintenance fee shall be determined by a majority vote of the members, represented in person or by proxy, of the Association at the annual meeting of the Association, at which a quorum of the members, represented in person or by proxy is obtained. Notice shall be given to all lot owners of said annual meeting and of the proposed annual maintenance fee to be determined for the next fiscal year. In the event of failure of the members to agree upon a maintenance fee at the annual meeting, the maintenance fee determined at the annual meeting of the property owners the previous year will be the amount of maintenance fees for that year. Such maintenance fee, together with any attorney's fees and costs incurred in enforcing these Restrictions shall be secured by Lien upon the particular lot, tract or parcel of land at the time the fee is due. Said maintenance fees shall be due on or before July 1, on each year, and shall be deemed delinquent if not paid before August 1st of the year in which such maintenance fees are due. Said assessments shall be in the form of a covenant to run with the ownership of the said lots.

15. Any maintenance fee not paid when due shall give the Association the right to bring an action at law against the person or entity obligated to pay same, or the Association may foreclose the lien created hereby against the particular lot, tract or parcel.

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Interest at twelve percent (12%) per annum from date due, costs and reasonable attorney's fees incurred in such action shall be added to the amount due. Each such person or entity owning any lot, tract or parcel out of the said property, by acceptance of a deed thereto, hereby grants to the Association, its successors and assigns, or its agents, the right and power to bring all such actions against same personally for the collection of the maintenance fees due and unpaid, and to enforce the aforesaid lien by all methods available.

16. All lots, tracts or parcels out of the said property owned by the Association shall be exempt from the lien and maintenance fees provided for hereby during the period the Association owns same.

17. The Board of Directors of the Association shall have the right to enforce, by any proceeding at law or in equity, all restrictions, conditions and reservations now or hereafter imposed by these restrictions, said cause of action to be brought in the name of the Association, upon a vote by the majority of the Board of Directors of the Association at a duly called meeting of the Board at which a quorum of Directors is present, against any lot owner who is delinquent in payment of the maintenance fees, as delinquent is defined in these restrictions, and Bylaws of the Association. Any lot owner who has not paid the annual maintenance fees applicable to the lots owned, once such maintenance fees are payable as provided by these restrictions and the Bylaws, shall be considered in default. Any lot owner who is delinquent in payment of any maintenance fees or other fees due on the record date of any meeting, as determined by the Bylaws of the Association, shall not be entitled to vote at any meeting of the members, whether annual or special, and shall not be entitled to hold any directorship or office of the Association.

18. The maintenance fund shall, to the extent available, be applied to the payment of maintenance expenses and/or construction costs incurred for any or all of the following purposes, as determined by the Board of said Association:

(a) lighting, constructing, improving, and maintaining streets, sidewalks, paths, parkways, esplanades, or swimming pools, if any;

(b) improvement of any area between curbs and sidewalks;

(c) collecting and disposing of rubbish and similar material as well as the maintenance of vacant lots;

(d) the construction of club house facilities, ramps, boat landings, boat basins and other similar recreation facilities on areas so reserved by developer; and

(e) doing any other thing necessary or desirable in the opinion of the Board of said Association to keep the property neat and in good order or which is considered of general benefit to the owners or occupants of Riverside Lakeland Subdivision including

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any expenses incurred in enforcing any provisions of the restrictions, including any amendments thereto, on file in the County Clerk's office of Walker County, Texas.

19. The Association reserves the right to enter upon any lot at any time to preserve the restrictions, conditions, covenants or agreements herein contained. Failure to enforce any restriction, condition, covenant or agreement herein contained shall in no event be deemed a waiver of a right to do so thereafter, as to the same breach, or as to the one occurring prior to or subsequently thereto, and invalidation of any one of these covenants or part thereof, by judgment or court order shall in no way affect any of the other provisions or part thereof which shall remain in full force and effect, and any written approval by the Association of any act shall be subject to any Municipal, County, State or Federal rules, regulations or laws.

20. In order to preserve wild life existing, and to exist, and to protect all lot owners and/or their guests from harm while on the premises of Riverside Lakeland Subdivision, there shall be no hunting with guns, bows and arrows or traps, or otherwise on said Subdivision, nor shall firearms be discharged thereupon.

21. Riverside Lakeland Subdivision, the Association, their successors and assigns will not be responsible for any accident or injury to any person or persons, property or properties of any lot owner and/or guests in said Subdivision, unless the accident or injury is caused intentionally or by the negligence of any representative of the Riverside Lakeland Subdivision or the Association, acting on behalf of said subdivision or association.

22. No lot shall be subdivided without approval of the Board of Directors of the Association. This covenant, however, does not preclude a purchaser of two or more adjacent lots from building a single residence on such lots. The smallest individually subdivided lot, parcel or tract of land shall not be less than one-half (1/2) the size of the original purchased lot, and no lot, parcel or tract so subdivided shall be used except for one single family residence.

23. Notwithstanding anything to the contrary contained herein, the Association, its successors and assigns, reserves for itself and its designated agent or agents the right to use any lot or lots for a temporary office location and the right to place a sign or signs on any unsold lot or lots, together with the further right to dedicate and/or use such lots in said Subdivision as they may deem necessary or desirable for the use or benefit of property owners and Association members.

24. No sign, advertisement, billboard, or advertising structures of any kind may be erected or maintained on any residential lot without the consent in writing of the Board of Directors of the Association. The Board of Directors of the Association shall have the right to remove any such sign, advertisement, or billboard or structure, which is placed on any residential lot without such consent, and in so doing, shall not be liable, and is expressly relieved from any liability for trespass or other tort in connection therewith, or arising from such removal. Nothing in this restriction shall prohibit the owner of a lot

from placing a "For Sale" or "For Rent" sign on said property, provided that said "For Sale" or "For Rent" sign is approved by the Architectural Control Committee.

25. If any lot owner, his or her heirs, successors or assigns shall violate any of the covenants or attempt to violate any of the covenants herein, it shall be lawful for the Association, its successors or assigns, to enter and abate such violations without liability to it, its successors 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 persons violating or attempting to violate such restrictions, and either to prevent him or them from so doing, or cause to be removed such violations or to recover damages for such violation.

26. These covenants are to run with the land, and shall be binding on all parties and all persons claiming under them for a period of twenty-five (25) years from the date these covenants are recorded with the County Clerk of Walker County, Texas, after which time said covenants shall be extended automatically for successive periods of ten (10) years, unless an instrument amending any of these restrictions is filed with the County Clerk of Walker County, Texas. Any amendment to any restriction shall not effect the provisions of any other restrictions unless otherwise provided for in said amendment. Any such instrument amending any of these restrictions shall be signed by the Board of Directors of the Association, and shall require a majority vote of the members of the Association, who have voted, by person or by proxy, at a special meeting called for the specific purpose of amending the restrictions, or an annual meeting at which notice of such proposed amendment is given, at which either special or annual meeting a quorum of members represented in person or by proxy, is obtained.

27. The waiver, invalidity, illegality, or unenforceability of any one or more of these restrictions, covenants, or conditions, by judgment, court order, action of the Board of the Association, or otherwise, shall in no way constitute a waiver of or invalidate any other restriction, covenant, or condition, but all such other restrictions, covenants and conditions shall continue to remain in full force and effect as if such waiver had never existed or such invalid, illegal, or unenforceable provision had never been contained herein. Any action to enforce any of these restrictions, including the collection of maintenance fees, shall be brought in a court of proper jurisdiction in Walker County, Texas.

28. The violation of any restriction or covenant shall not operate to invalidate any mortgage, deed or trust, or other lien acquired and held in 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.

29. All licensed motorized recreational vehicles such as golf carts, all terrain vehicles (ATVs), neighborhood electric vehicles (NEVs), or similar vehicles designed for the disabled may be used as a means of transportation within the subdivision. However, special rules/guidelines apply as follows:

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(a) The subject vehicle must be registered with the Association. A decal/permit will be given for the vehicle which must be attached to the vehicle and visible for anyone to see.

(b) The property owner who registers the vehicle with the Association shall sign a contract or other written agreement that the property owner shall be the responsible party for the vehicle and the property owner shall be totally liable for any injury or damage caused by the driver of the vehicle.

(c) The driver must be at least 16 years old.

(d) All subject vehicles must be driven in a safe and responsible manner and cannot exceed 15 miles per hour.

(e) The subject vehicle shall not be driven on the property of another property owner without the permission of that property owner.

(f) All subject vehicles that require noise suppression must have a working muffler in place. Operating lights must be in working order and in use if the vehicle is driven after sundown.

(g) If the driver violates this restriction or if the driver is unsafe or deemed to be a nuisance, then the Association:

(1) Will send a written notice to the property owner holding the permit, documenting the date and substance of the violation and will give the property owner holding the permit 30 days to appear before the Board of Directors to discuss the alleged violation. Following discussions the Board of Directors may vote to revoke the subdivision registered decal/permit for up to one year.

(2) If there is no request to appear before the Board of Directors, then the violation will be deemed valid and the Board of Directors may revoke the subdivision registered decal/permit for a one year period.

(3) The vehicle cannot be operated off the lot owner's property for up to one year, for such period as may be determined by the Board of Directors to be appropriate under the circumstances. Following the suspension period, the property owner may reapply for a new decal/permit.

30. Riverside Lakeland Subdivision roads are maintained for the purpose of providing access to Riverside Lakeland Subdivision lots. No lot shall be used for the purpose of facilitating access to adjacent property located outside Riverside Lakeland Subdivision lots.

31. No oil drilling, oil development operations, oil refining, quarrying or mining operations of any kind shall be permitted upon any tract, nor shall oil well, tanks,

tunnels, mining excavations or shafts be permitted on any tract. No derrick or structure designed for use in boring for oil or natural gas shall be erected, maintained or permitted upon any tract.

32. Enforcement of Deed Restrictions

(a) Subject to the provisions of (c) of paragraph 32, if any person or entity, as defined hereinafter, whether or not lawfully in possession of any real property hereunder, shall either (i) violate or attempt to violate any restriction or provision herein or (ii) suffer to be violated (with respect to the real property in which such person or entity has rights other than the rights granted by this sentence) any restriction or provision herein, it shall be lawful for the Association and/or any person or entity, as defined hereinafter, possessing rights with respect to any real property hereunder, to prosecute any proceedings at law or in equity against any such person or entity violating, attempting to violate and/or suffering to be violated any restriction or provision herein to (i) prevent such violation, (ii) recover damages or other dues for such violation, and (iii) recover court costs and reasonable attorney's fees incurred in such proceedings. "Person or entity", as used in the immediately preceding sentence hereof, shall include, but shall not be limited to, all owners and purchasers of any real property hereunder, as well as all heirs, devisees, assignees, legal representatives and other persons or entities who acquire any of the rights (with respect to the real property hereunder) of the owner or purchaser of any real property hereunder.

(b) Neither the Architectural Committee, nor the members of said Committee, nor the directors nor officers of the Association, shall have any liability or responsibility at law nor in equity on account of the enforcement of, or on account of the failure to enforce, these restrictions. An exercise of discretionary authority by the Association or other representative of the Association concerning a restrictive covenant is presumed reasonable unless the court determines by a preponderance of the evidence that the exercise of authority was arbitrary, capricious, or discretionary.

(c) Notwithstanding any other provision thereof, the association shall not be liable nor subject to any proceeding at law or in equity on account of any violation or attempted violation of any restriction or provision herein which occurs during such time as there is in force a contract to purchase the property where such violation or attempted violation takes place.

33. The drainage of sewage system effluent into a road, street, alley, ditch, other owner's property or any waterway either directly or indirectly is prohibited. Overflow from an absorption type sewage system onto other owner's property is prohibited. Aerobic type sewage system must have an affluent pump timer.

34. All commercial vehicles weighing in excess of 10,000 pounds or commercial vehicles with more than three (3) axles are prohibited from parking in the subdivision whether in common areas, roadways, or private drives. This restriction expressly prohibits eighteen-wheelers or tractor-trailer rigs access to Riverside Lakeland

Subdivision. This restriction does not prohibit occasional and temporary parking that is necessitated by certain pick-up or delivery of large items or building materials on vehicles in the subdivision.

35. Special Assessment for Capital Projects. In addition to the Maintenance Fee assessment set forth herein, the owners of lots purchased in said Subdivision may be subject to a "Special Assessment" for road repairs, in such amount as may be established by the property owners at a special or annual meeting at which notice for an election for the assessment of said Special Assessment is given:

(1) Any such Special Assessment shall require a majority vote of the numbers of the Association who have voted in person or by proxy, at a special meeting called for the specific purpose of voting for or against the Special Assessment or an annual meeting at which notice of such proposed Special Assessment has been given, at which either special or annual meeting a quorum of members represented in person or by proxy, is obtained. If approved, the Special Assessment shall become effective on the date of the special meeting.

(2) The Property Owner's Association has the same right to collect Special Assessments as the right to collect "Maintenance Fees" as set forth herein.

36. (a) Each person(s) acquiring a lot or residential dwelling in Riverside Lakeland Subdivision shall automatically become a member of the Association, a non-profit Texas Corporation formed for the benefit of the property owners of Riverside Lakeland, and the Association shall be a property owners association as defined by the Texas Property Code. Each member will abide by the rules of the corporation and the covenants and restrictions set forth in this document. The Association shall have the duty, but not the sole duty, and authority to uphold these restrictions and covenants, and provide for the maintenance and upkeep for the common areas of the subdivision.

(b) Any property owner who brings a lawsuit against the Association alleging a violation of any duty of the Association to enforce the deed restriction, or alleging that the Association, or any director, officer and/or agent of the Association, shall be liable to the Association for any legal fees and costs incurred in defending such lawsuit.

(c.) Notwithstanding any provision to the contrary, nothing herein or in the plats above referenced shall be deemed, interpreted or construed as imposing any obligation or obligations whatever upon the Association and the Association shall not be liable under any provisions hereof or thereof for any charge, assessment, breach, act or omission to act.

37. Partial invalidation of any covenant or restriction, by court judgment or otherwise, shall not effect, in any way, the validity of all other covenants, restrictions, reservations and conditions, all of which shall remain in full force and effect. Acquiescence, regardless of time involved, in any violation shall not be deemed a waiver of the right to enforce against the violator or others the conditions and covenants so violated or any

other conditions. The Association shall have the right to require that the same be corrected, and recover cost of any actions necessary to enforce corrections, including but not limited to attorney's fees. Any court ordered award of attorney's fees incurred for prosecution such violation shall be secured by a lien against the property of the property owner found by a court to be in violation of those deed restrictions.

38. No carport or any other such similar structure may extend past the front building lot line and must comply with any other lot line requirements set forth in these restrictions. All items stored under a carport or any other such similar structure, including porch must be kept neat and orderly. All carports and any other such structures must be approved in writing by the Architectural Control Committee prior to the beginning of any construction of that structure.

39. In Section 8, Riverside Lakeland Subdivision, waterfront properties only, in order to prevent a property owner from blocking the lake view of an adjacent property owner, and in order to maintain a uniform appearance of the neighborhood from the lake, no fence shall be constructed on property located between the back of the primary residence and the lake, or on any property line that extends past any back corner of the primary residence and the lake.

EXECUTED by the Board of Directors of Riverside Lakeland Property Owners Association, a Texas non-profit corporation, upon the vote of a majority of the members of the Association, at the annual meeting of the members on July 9, 2011 represented in person or by proxy, voting to approve these Restated and Amended Restrictions.

Linda A. Bolyard, President

Linda A. Bolyard

Lyle Ford, Vice President

Lyle Ford

Betty G. Munro, Treasurer

Betty G. Munro

Irma Fernández, Director

Sandy Krailo

Sandy Krailo, Secretary

Irma Fernandez

Irma Fernandez, Director

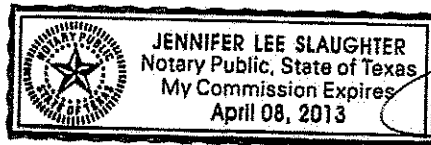
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COUNTY OF WALKER

This instrument was acknowledged before me on the 10 day of 25, 2011,
by Linda A. Bolyard, Lyle Ford, Betty G. Munro, Irma Fernandez, and Sandy Krailo,
Directors of Riverside Lakeland Property Owners Association.



[Handwritten Signature]
Notary Public, State of Texas

Prepared in the law offices of:

Haney & Moorman
Attorneys at Law

1300 11th Street, Suite 405

Huntsville, Texas 77340

After filing return to:

Haney & Moorman
Attorneys at Law

1300 11th Street, Suite 405

Huntsville, Texas 77340

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STATE OF TEXAS

COUNTY OF WALKER

I hereby certify that this instrument was
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Walker County

as stamped hereon by me.

Oct 26, 2011

Kari A. French, County Clerk
Walker County