

LAKESIDE VILLAGE ESTATES, SECTION 1
Livingston, Texas
SUBDIVISION RESTRICTIONS AS AMENDED
May 10, 1990

STATE OF TEXAS)(
COUNTY OF POLK)(

PREAMBLE

LET IT BE KNOWN to all interested parties that we, the Property Owners of LAKESIDE VILLAGE ESTATES, being the joint and sole owners of said sub-division, do hereby establish, adopt, and promulgate these Subdivision Restrictions to govern the ownership and use of land within the subdivision, and to supersede any and all such restrictions which may have heretofore been established for said subdivision. These restrictions, covenants, warranties, and conditions shall be applicable to and run with the land, hereby binding all owners and residents thereof, their heirs or assigns, and all purchasers of lots in said subdivision.

A.
HISTORY

LAKESIDE VILLAGE ESTATES was originally established in 1964 by L.N. Haynes and wife, and other family members utilizing land owned by them through Haynes Manufacturing, said land being a 300.735 acre tract in the Joseph Morgan League Survey, Abstract No. 56, in Polk County, as described in deed from Frances Morrell et al to Haynes Manufacturing Company dated December 19, 1958, recorded in Volume 179, Page 445 et seq of the Deed Records of Polk County, Texas.

Of this 300.735 acres, a tract consisting of 124.49 acres was set aside by the Haynes interests and dedicated to use as a private residential subdivision. Said 124.49 acre tract is shown by Amended Plat of Record in Volume 2, Page 21 of the Plat Records of Polk County, which indicated a lake and dam, roads, six parks, one hundred six surveyed and platted residential lots and approximately thirty acres of unplatted land.

In 1971, all interests in LAKESIDE VILLAGE ESTATES were acquired by a second developer, B.A. Glover.

In 1976, again, all interests remaining in the subdivision were transferred to a third developer, John W. Baskin.

In August of 1985, the majority of platted lots having been sold, John W. Baskin et al deeded all common areas in the subdivision to "The Maintenance Committee of LAKESIDE VILLAGE SUBDIVISION", as trustee for the property owners. This transferred ownership of and responsibility for the lake, dam, parks, roads and incidental areas with the subdivision to the property owners, but did not include any platted lots or raw acreage.

In 1986, after considerable effort and money had been expended to bring the roads in the subdivision up to county specifications in-so-far as possible, the Polk County Commissioners Court, in consideration

of county taxes paid and to be paid, accepted responsibility for future maintenance of the roads and streets existing with the subdivision at that time, as shown on the above plat.

B.

PURPOSE

It is intended that these Subdivision Restrictions will work to the individual and mutual benefit of the Property Owners, by allowing and promoting maximum use and enjoyment of property while ensuring that appearance and value of property will be maintained and that the health, happiness and the rights of each property owner will be protected.

C.

MAINTENANCE COMMITTEE

There is hereby established the "MAINTENANCE COMMITTEE OF LAKESIDE VILLAGE SUBDIVISION" which will represent and act in behalf of all the Property Owners in managing the affairs of the subdivision. The broad areas of responsibility and authority delegated by the Property Owners to the Maintenance Committee are:

1. Establish and enforce rules and regulations, including but not limited to those set forth herein, to control land use and improvements with the subdivision, to the mutual benefit of all Property Owners.

2. Establish and enforce rules and regulations, including but not limited to those set forth herein, to encourage and control the beneficial use of common areas with the subdivision, including the lake, dam, roads, and parks.

3. Establish, collect and expend the Maintenance Fund created herein, to be used in the best interest of the Property Owners and LAKESIDE VILLAGE subdivision.

D.

ORGANIZATION

1. The Maintenance Committee shall be comprised of seven (7) resident property owners elected to serve two year staggered terms of office, except that for the first term of office, three (3) members will be elected to serve one year, and four (4) to serve two years. The election of said committee shall be as set forth in Section F, Elections.

2. The officers of the Committee shall be Chairman, Vice-Chairman, Secretary and Treasurer (or combined Secretary-Treasurer). The remainder will be members-at-large.

3. The elected Maintenance Committee members will select their own officers by election within the committee. In addition to those duties and responsibilities normally associated with the above-named offices, the Chairman may assign additional duties to the officers and members as required.

4. The Maintenance Committee shall schedule, arrange and conduct an annual meeting of the Property Owners as soon as possible after the first of each year for the purpose of electing new committee members and for the transaction of other business. At least fourteen (14) days prior to this meeting, the committee shall provide to all Property Owners:

- a. Written notice of the meeting time and place.
- b. Agenda of items to be dealt with at the meeting.
- c. An annual report to the Property Owners giving a narration of the Committee's actions during the year.
- d. A financial report prepared by the Treasurer showing activities during the report year, current financial condition and a projected budget for the ensuing year.
- e. Future outlook and any potential short or long range problems facing the subdivision.
- f. A list of those persons nominated for election as Committee members for two-year terms.

5. The Maintenance Committee shall hold regularly scheduled open meetings at least once each calendar quarter at such time and place that any property owner may attend.

6. Special meetings of the Committee may be initiated at any time by the Chairman or by two Committee members.

7. Special meetings of the Property Owners may be initiated by the Chairman, by two Committee members, or by written request of not fewer than ten (10) Property Owners.

8. The regular annual meeting of Property Owners requires written notice delivered either personally or by U.S. Mail to the address of record in the Maintenance committee records. All other meeting notifications may be personal or by telephone.

9. The conduct of all meetings herein established shall be in general accordance with Roberts Rules of Order-Revised, to assure orderly progress and completion of meetings.

10. It shall be the duty of the Secretary to record the activities of all meetings and to prepare minutes of each meeting of the Maintenance Committee, the Annual Meeting of the Property Owners, and any called special meetings. Minutes of all meetings shall be preserved permanently and open to examination by any Property Owner.

11. A majority of the Maintenance Committee shall constitute a quorum for the transaction of business at any Committee meetings, and the act of the majority of the members at a meeting at which a quorum is present shall constitute an act of the full committee, unless such is specifically prohibited herein.

12. Nominations for election to the Maintenance Committee may be made by Committee members or by any Property Owner, and shall be made in writing to the Chairman prior to January 1 of each year. Nominees must have agreed to accept the nomination.

13. A vacancy occurring in the Maintenance Committee shall be filled for the completion of the unexpired term by election of the remaining members.

14. For remedy, any member of the Maintenance Committee may be removed from office for cause in the best interest of the subdivision by unanimous vote of the remaining six members of the Committee, or by a vote of the majority of the Property Owners by means of the election process provided in Section F.

E.

FINANCIAL

1. There is hereby established the Lakeside Village Maintenance Fund which shall be used for the general benefit of the Property Owners

and the subdivision. Whether incorporated in the deed or not, each residential platted lot shall be subject to an annual charge of TWO HUNDRED DOLLARS (\$200.00) to be paid into the Maintenance Fund in consideration of like payments made by other Property Owners. This annual fee will be due to be paid on the first day of January each year in advance, the same to be secured by a lien upon the property.

2. The annual maintenance fee will become delinquent if not paid before the first day of March in the year due. In this event a penalty charge of twenty percent (20%) of the fee will be added to the amount due. In addition, if the fee and penalty are not paid by the first day of April, an interest charge of ten percent (10%) per annum, on the total amount of fee and penalty, will be added commencing on the first day of April and continuing until all fees and penalties are paid in full.

3. Delinquent penalty and interest charges shall be secured by a lien against the property with the same force and effect as for the annual maintenance fee.

4. The Maintenance Committee shall use every available legitimate means required to collect delinquent maintenance and penalty charges, including proceedings at law or in equity. All costs of such procedures incurred by the Committee shall be paid out of the Maintenance Fund.

5. This annual maintenance charge may not be increased except by the vote of a majority of Property Owners in an election carried out in accordance with Section F. The charges may be adjusted downward by the unanimous vote of the seven members of the Maintenance Committee, if in their best judgement such decrease is warranted and is in the best interest of the Property Owners.

6. The Maintenance Committee shall have the responsibility and the authority for safe custody and the expenditure of the funds arising out of these charges. The Treasurer shall have charge of all funds and securities of the subdivision, receive and give receipts for moneys due and payable and deposit such moneys in the name of the Committee in such bank or depository as shall be selected by the Committee, and maintain satisfactory records of all such financial transactions.

7. The financial records of the subdivision shall include ledger accounts of assets, liabilities, income and expenditures and an individual account for each Property Owner showing the status of payment of the annual maintenance fee and applicable penalties. The design and detail of these financial records shall be consistent with generally accepted accounting procedures.

8. The books and records of the subdivision shall be open to examination by any Property Owner upon request made at a meeting of the Maintenance Committee. Such examination shall be made in the presence of the Chairman, the Treasurer and one other member of the Committee selected by the Chairman.

9. The financial records shall be safeguarded from accidental loss or destruction and maintained intact for at least three years and until such time as the Maintenance Committee decides unanimously that they may be destroyed.

10. All checks, drafts or notes involving the commitment or expenditure of said money shall be signed by two officers of the Maintenance Committee, normally the Treasurer and the Chairman. The

Vice-Chairman and/or Secretary shall be authorized to sign if others are not available

11. Uses for the Maintenance Fund will include, but not be limited to, improving and maintaining the dam, lake, public piers, parks, roads and other common areas, street and area lighting (but not personal residential lighting), removal of excess growth, leaves and rubbish from road and drainage ditches, regular mowing of the dam, parks and other common areas, lake stocking and weed control, and other things deemed necessary or desirable for the general welfare and benefit of the Property Owners, it being understood and hereby provided that the judgement of the Maintenance Committee as to the expenditure of said funds shall be final so long as such judgement is exercised in good faith.

12. In the event it becomes desirable or necessary to make commitments of funds for projects which cannot be accomplished by use of the Maintenance Fund on an annual cash basis then any financing or commitment of future maintenance fee payments for such projects must be authorized by the vote of a majority of the Property Owners in an election as specified in Section F.

13. For remedy, upon receipt of a petition signed by no fewer than twenty-five percent (25%) of the Property Owners, the Maintenance Committee shall provide an audit of the books and records of the subdivision by a Certified Public Accountant with the cost of said audit paid out of subdivision funds.

F.

ELECTIONS

1. Certain matters herein require decisions by election of the Property Owners. In all such elections each owner, person(s) or legal entity holding legal recorded title to property consisting of platted lots with the subdivision boundaries will be entitled to cast one vote.

2. Where co-owners or joint owners exist, and they do not agree as to the vote, each owner may cast a vote equal to a proportionate share or fraction of the eligible vote.

3. The Maintenance Committee shall rely upon the records of property ownership in its office and available to the committee thirty (30) days prior to the election date.

4. No proxy votes will be allowed.

5. Election of new members to the Maintenance Committee shall be conducted at each annual meeting of Property Owners. Those nominees receiving the larger numbers of qualified votes cast shall be deemed to have been elected. Votes may be cast by voice, a show of hands, or by written ballot in a manner deemed appropriate by the then existing Maintenance Committee.

6. All other elections called for herein and requiring a decision by the Property Owners must be carried out by means of official written ballot, delivered by hand or by mail. The issue to be decided must be approved (or rejected) by a simple majority of all the current Property Owners. To be more specific, more than one-half of all current Property Owners of records must approve of and vote for any proposal in order for it to pass.

G.

RECREATIONAL FACILITIES

1. The parks and lake and other common areas of the subdivision are dedicated to recreational use and the benefit of all Property Owners and the benefit of the subdivision, subject to rules and regulations established by the Maintenance Committee for the common good. Said uses may include, but are not limited to, community and civic enterprises, swimming, fishing, picnics, boating, outdoor sports and other recreational activities of a wholesome family nature.

2. Only the Property Owners or residents of LAKESIDE VILLAGE subdivision, together with their guests, when accompanied by the said Property Owners or residents, shall be permitted to have the use of the lake, parks, and other recreational areas, and the general public is specifically excluded therefrom. Property Owners and residents shall be held responsible for the actions of their guests.

3. Operators of watercraft on the lake must comply with all applicable Texas Parks and Wildlife regulations, particularly in regard to life-saving devices. All motor boat speeds shall be limited to five miles per hour.

4. No riparian rights are conveyed with the lots in the subdivision and the use of the lake and the shore line thereof are reserved as rights for all Property Owners and residents, subject to control by the Maintenance Committee.

H.

RESIDENTIAL AREA COVENANTS

1. The Maintenance Committee shall have the authority and the responsibility to regulate building designs and practices within the subdivision in an effort to preserve property values and assure continuing attractive appearance of the area.

2. No deviation from or exception to these restrictions will be allowed except with approval in writing signed by the seven members of the Maintenance Committee, said action having been taken in a regularly scheduled or special meeting of the Committee called as prescribed herein.

3. LAKESIDE VILLAGE shall be a private residential subdivision. No commercial activities by residents or Property Owners will be allowed in the subdivision, other than the construction of homes in accordance with these restrictions.

4. All homes constructed shall be free-standing, single-family residences.

5. No building shall be erected, placed or altered, or any construction started on any residential lot until the construction plans and specifications and plat showing the proposed location of the structure upon the particular lot have been examined and approved by the Maintenance Committee as to compliance with these restrictions and quality of workmanship, materials and design. Copies of the construction plans, specifications and plat must be submitted to the Maintenance Committee at least fourteen (14) days before the start of any construction on the site. Consideration will be given to the harmonious blending of new external design and construction with existing structures and topography so as to enhance the rustic forest atmosphere and avoid clashing architectural features and color schemes.

Decision of the Committee as to approval or rejection shall be final, and binding upon the parties.

6. No fence, wall, water well, storage building, pier, boat slip, dock, swimming pool, bulkhead, or other structure shall be constructed without similar approval.

7. The floor area of all residences, exclusive of open porches and garages or carports, shall be not less than fourteen hundred (1,400) square feet. All houses shall be constructed on a concrete slab foundation, and the external area shall be at least fifty-one percent (51%) brick veneer finish.

8. No "A-Frame" houses or pre-manufactured "modular" homes will be constructed or erected on any lot in the subdivision.

9. No building or extension, addition, or appurtenance thereto will be located on any residential lot closer than twenty-five (25) feet to the lot line next to the street upon which the lot fronts or nearer than five (5) feet to a side lot line.

10. No wood shingle roofs will be allowed on new construction or as replacement within the subdivision.

11. Lots in the subdivision are subject to easements established or to be established by grant or agreement between prior owners or the Maintenance Committee and such private or public utility companies furnishing electricity, telephone service, gas, water, sewer, TV cable and like services to such lots.

12. A sanitary sewer collection system and waste treatment plant operated by a private utility company offers service to some portion of the lots in the subdivision.

13. Residences existing or constructed on lots having direct access to the sewer system and mains must have all plumbing discharges connected to said sewer system, at the expense of the Property Owner.

14. Residences existing on lots not having access to the sewer system mains shall have in operation a septic sewage disposal system, including tanks, grease traps and drain fields, which perform in the interest of the general health and welfare in conformance with the rules and standards of the Polk County Commissioners Court, or their designated agent.

15. Residences constructed henceforth on lots not having access to the sewer system mains shall have installed a septic sewage disposal system including tanks, grease traps and drain fields, all specified, constructed and inspected in full compliance with the then current rules and regulations of the Polk County Commissioners Court, or their designated agent.

16. Upon request, the Property Owner shall furnish to the Maintenance Committee written evidence of inspections of septic systems by the governing agency indicating approval or disapproval and any action recommended or required.

17. At such time as the sewer system is extended or expanded so as to be accessible to additional existing residences, then the owners of those lots and residences must abandon and seal off the septic systems and connect all plumbing discharges into the sewer system within eighteen months of the date such service is made available, paying all appropriate charges and fees.

18. A central water system operated by a private utility company provides potable water service to all lots in the subdivision. Regulated

tap-on fees must be paid for new construction.

19. Under no circumstances may lake or well irrigations systems be physically connected to the potable water system.

20. No advertisement, billboard or public notice of any kind be erected or maintained on any residential lot. Any such advertisement may be summarily removed by the Maintenance Committee without peril.

21. By way of exception, lot owners may erect and maintain, or hire realtors to place standard "For Sale" signs advertising sale of their property, without approval.

22. No boats, trailers, commercial vehicles, travel trailers, motor homes or recreational vehicles shall ever be parked or placed, other than temporarily, nearer than twenty-five (25) feet to the lot line adjacent to a main street or road within the subdivision, unless approved in writing by all seven members of the Maintenance Committee. The parking of any vehicle in the road or on the road shoulder, for more than twelve (12) hours, is prohibited.

23. 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 each category, may be kept as pets, not for any commercial purpose.

24. Pets which exhibit vicious tendencies or constitute aggravations or nuisances to the neighborhood shall be restrained in some fashion by their owners. If such restraint cannot be, or is not accomplished, then physical removal of the offending pet(s) may be ordered by the Maintenance Committee.

25. No structure or vehicle of a temporary character, such as a tent, shack, storage building, garage, trailer, or wheeled or skidded enclosure shall be used on any lot at any time as a resident, either temporary or permanent.

26. No soliciting or "Door-to-Door" sales or canvassing shall be allowed in the subdivision.

27. All unimproved lots shall be kept free of trash, rubbish and litter.

28. No noxious or offensive activities shall be carried on or allowed upon any lot, or upon any of the common areas (lake, parks, dam, or roads), nor shall anything be done thereon which shall become any annoyance or nuisance to the neighborhood.

I.

CONCLUSION

1. It is the intent of the above regulations that LAKESIDE VILLAGE ESTATES shall be a pleasant, harmonious neighborhood in which to live and rear families, secure in the knowledge that the subdivision will remain an attractive place and that property values will be preserved. Accomplishment of this goal requires cooperation and forbearance among neighbors. All residences and other buildings must be kept in good repair to preserve the attractiveness thereof.

2. Enforcement of these restrictions shall be by proceedings at law or in equity and against any persons, firms, or corporations violating or attempting to violate any restrictions herein established. Remedies sought may be to restrain such violation or to recover damages therefore. Such enforcement may be sought by an Property Owner in LAKESIDE VILLAGE ESTATES subdivision or by the Maintenance Committee.

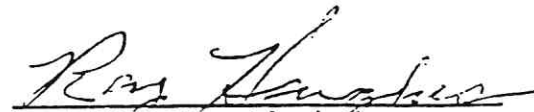
3. The Maintenance Committee may at its own discretion, in order to

enforce all legal rights, express or implied, and to enforce these restrictions, employ legal assistance, file lawsuits in appropriate courts, and pay all required legal and related costs out of subdivision funds.

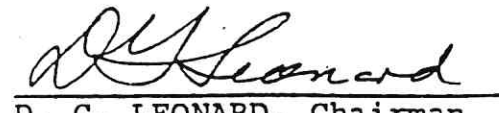
4. Invalidation of any one or more of these covenants by judgement or court order, or otherwise, shall in no way affect any other covenants.

5. These covenants and restrictions shall run with the land and shall remain in full effect and be binding on all parties and all persons claiming under them in perpetuity or until they are modified or revoked by the majority of all the Property Owners by means of election as specified in Section F.


ROBERT FRANKS, Chairman
Maintenance Committee


RAY HUGHES, Chairman
Parks & Lakes Committee


JERRY MITCHELL, Chairman
Restrictions Committee


D. G. LEONARD, Chairman
Amendment Committee