

09977

**2018 AMENDED DEED RESTRICTIONS AND
COVENANTS OF YAUPON COVE PROPERTY OWNERS' ASSOCIATION, INC.**

(Single Family Home Section)

THE STATE OF TEXAS *

KNOW ALL MEN BY THESE PRESENTS:

COUNTY OF POLK *

WHEREAS, Coway, Inc., a Texas Corporation, hereinafter called the "Declarant", is the record developer of that certain tract of land which has heretofore been platted into that certain subdivision, 81.34 Acres, known as YAUPON COVE, [Single Family Home Section], out of the John Burgess League, A-7, in Polk County, Texas, according to the plat thereof filed for record in Vol. 3, Page 35, in the Map Records of Polk County, Texas; and

WHEREAS, the Yaupon Cove Property Owners' Association, Inc. is a Texas non-profit corporation, having been incorporated on April 15, 1985, and is the property owners association for the Yaupon Cove Subdivision property owners; and

WHEREAS, said Coway, Inc. having assigned, on October 30, 1987, all of its interests to the subdivision known as Yaupon Cove, for both the Single Family Home Section and the Mobile Home Section, to the Yaupon Cove Civic Committee, (now known as The Yaupon Cove Property Owners' Association Inc.) and The Yaupon Cove Property Owners' Association, Inc. and as further described in that General Warranty Deed filed for record on with the County Clerk of Polk County, Texas and recorded at Volume 633, page 523, et seq., Official Public Records of Polk County, Texas, and that second General Warranty Deed dated October 4, 1983, and recorded on January 20, 2000, at Volume 1180, page 884, et seq., Official Public Records of Polk County, Texas; and

WHEREAS, the By-laws of Yaupon Cove Property Owners' Association, Inc. specifically Article VII, provides for the adoption of the original restrictions and further grants the Association authority to amend the covenants and restrictions as provided for in such By-laws.

WHEREAS, said Declarant having established restrictions on the improvement, use and sale of said property, dated November 15, 1978, filed of record on July 14, 1969, at Vol. 240, page 97, et seq., Deed Records of Polk County, Texas, as concerns the Single Family Home Section and , as concerns the Mobile Home Section, impressed restrictions dated March 14, 193 and filed of record on March 14, 1973 at Vol. 276, pages 245, et seq., Deed Records of Polk County, which applied 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 August 1, 2010 A.D., whereupon such restrictions shall terminate and cease, unless extended; and

WHEREAS, the Yaupon Cove Property Owners' Association, Inc. by and through its duly Elected and Qualified Officers and Board of Directors, and after approval of Restated and Amended Restrictions and Covenants by a majority vote of the members of the Association, executed on July 7, 2010, and filed at Vol. 2010-1753, pages 841, et seq., "Second Restated and Amended Deed Restrictions and Covenants of Yaupon Cove Property Owners Association, Inc. [Mobile Home Section], and further executed on July 7, 2010, and filed at Vol. 2010-1753, pages 841, et seq., "Second Restated and Amended Deed Restrictions and Covenants of Yaupon Cove Property Owners Association, Inc. [Single Family Home Section]; and

WHEREAS, after a Chapter 211 Election, the Yaupon Cove Property Owners Association, Inc. filed that certain "Amended Certification of Chapter 211 Election Results for Yaupon Cove Property Owners Association, Inc.", filed at Vol. 2016-2074-245. The Chapter 211 Election adopted the following procedure to amend the deed restrictions:

The members of Yaupon Cove Property Owners Association, Inc., shall have the right at any time hereafter to amend the deed restrictions of the Yaupon Cove Subdivision, which restrictions were filed of record with the Polk County Clerk, by a majority vote of the members of Yaupon Cove Property Owners Association, Inc., voting in favor of such amendment to any or all of the restrictions, conditions, and covenants applicable to Yaupon Cove Subdivision, by the members of Yaupon Cove Property Owners Association, Inc., at a special or annual meeting at which a quorum

is had, with each member who is eligible to vote being entitled to one (1) vote for all lots owned; and

WHEREAS, on April 2, 2017, the Yaupon Cove Property Owners Association, Inc., pursuant to the Chapter 211 amendment procedure, adopted 2017 Restated and Amended Deed Restrictions and Covenants of the Yaupon Cove Subdivision - Single Family Home Section, which 2017 Restated and Amended Deed Restrictions were executed on August 18, 2017 and filed at Vol. 2017-2117-010, Official Public Records of Polk County, Texas:

NOW, THEREFORE, Yaupon Cove Property Owners' Association, Inc. by and through its duly Elected and Qualified Officers and Board of Directors, and after approval of these Restated and Amended Restrictions and Covenants by a majority vote of the members of the Association and by this instrument signed and filed for record, pursuant to the amendment procedure adopted by the Chapter 211 election, hereby amend the restrictions and covenants identified and set forth above, by amending Deed Restriction Nos. 30 and 31, (with the rest of the 2017 Restated and Amended Restrictions being unchanged), the Deed Restrictions for Yaupon Cove Subdivision, Mobile Home Section, which amended and restated restrictions and covenants shall read as follows:

30. Each lot in the subdivision shall be and is hereby made subject to an annual maintenance charge, except as hereinafter provided. The maintenance charge referred to shall be used to create a fund to be known as the "Maintenance Fund". Each such maintenance charge shall be paid by the owner of each lot annually, in advance, with the payment being due and payable on or before March 10th of the calendar year in which the lot owner acquires title; thereafter, the same shall be due and payable on or before March 10th, of each year beginning the January 1st next after each owner acquired title to his lot. The amount of the annual maintenance fee may be adjusted as 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, or Special Meeting of the Association, at which a quorum of the members, represented in person or by proxy, is obtained. Failure of any lot owner to pay such

assessment as herein provided shall be construed, among other things, as a forfeiture of his rights to use of the parks and boating facilities of the subdivision.

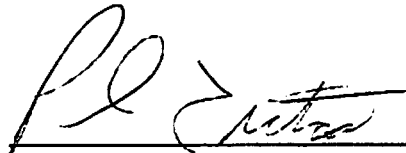
31. (a) The Maintenance Fund charges collected shall be paid into the Maintenance Fund to be held and used exclusively for the benefit, directly or indirectly, of the subdivision; and such Maintenance fund may be expended by the Yaupon Cove Property Owners' Association, Inc., for any purpose or purposes which, in the sole judgment of the Yaupon Cove Property Owners' Association Inc., will tend to maintain the property values in the subdivision, including, but not by way of limitations; providing for the maintenance and repair of the street and roads shown on the aforesaid recorded plat; enforcement of the provisions of this instrument; and, for the maintenance, operation, repair, benefit and welfare of any recreational facilities which might be hereafter established in Yaupon Cove. The use of the maintenance fund for any of these purposes is permissive and not mandatory, and the decision of the Association with respect thereto shall be final, so long as made in good faith.
- (b) VENDOR'S LIEN. In order to secure the payment of the maintenance charge hereby levied a, Vendor's Lien shall be and is hereby reserved in the deed from the Association to the purchaser of each lot or portion thereof, which lien shall be enforceable through appropriate judicial proceedings by the Yaupon Cove Property Owners' Association, Inc. Such maintenance charges which are not paid promptly when due, shall bear interest from and after the due date at the maximum amount allowed by law, and the Yaupon Cove Property Owners' Association, Inc., shall be entitled to collect reasonable collection charges, including attorney's fees, with respect to any maintenance charge which is not paid promptly when due. Such interest, collection charges and attorneys' fees shall be secured in like manner as the maintenance charge.
- (c) The amount of the annual maintenance fee may be adjusted as 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, or Special 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 the proposed maintenance fee fails to obtain the necessary votes at the annual meeting, then the maintenance fee for the next fiscal year shall remain at the same amount as then currently set, but in no event to be less than one hundred and no/100 (\$100.00) Dollars per year. Said assessments shall be in the form of a covenant to run with the ownership of the said lots. It is expressly provided that the Vendor's Liens retained by Declarant and assigned to the Association shall remain in full force and effect. If lot owners sell any portion of their land, they are to notify the Association, within ten (10) days of the sale, of the name and address of the buyer so that the aforesaid assessments may be collected from the new owner.

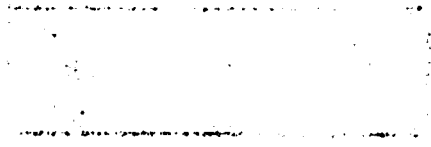
These 2018 Amended Deed Restrictions and Covenants were approved by a majority vote of the members of the Association as required by the Chapter 211 amendment procedure on June 9, 2018, with 37 votes in favor of a \$50.00 increase, 16 votes for a \$25.00 increase and 7 votes for no increase, and the 2018 Amended Deed Restrictions and Covenants are effective upon the filing of this document with the Polk County Clerk for Polk County, Texas.

SIGNED on November 7, 2018.

YAUPON COVE PROPERTY OWNERS
ASSOCIATION, INC.

By: 

PAUL TRCKA, President



Schelana Hock
COUNTY CLERK
POLK COUNTY, TEXAS



NOV 09 2018

STATE OF TEXAS)
COUNTY OF POLK)
I, SCHELANA HOCK hereby certify that the 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.

LD

Schelana Hock
POLK COUNTY CLERK

2018 NOV -9 PM 4: 32

FILED FOR RECORD

2018-2182-568

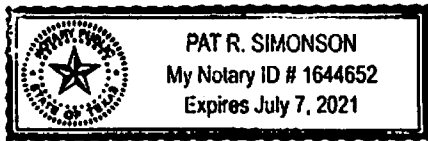
ATTEST:

Shirley P. Geyer
Secretary

STATE OF TEXAS *

COUNTY OF POLK *

This instrument was acknowledged before me on the 7th day of November, 2018, by PAUL TRCKA, President, Yaupon Cove Property Owners Association, Inc., a Texas non-profit corporation on behalf of said corporation.



Pat R. Simonson
NOTARY PUBLIC, STATE OF TEXAS

After filing return to: ✓
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Lawyer
P. O. Box 1629
Onalaska, Texas 77360