

**2011 RESTATED AND AMENDED RESTRICTIONS AND COVENANTS  
FOR PARADISE ACRES SECTION II, POLK COUNTY, TEXAS**

THE STATE OF TEXAS \*  
•  
COUNTY OF POLK \*

*KNOW ALL MEN BY THESE PRESENTS:*

WHEREAS, JACK W. THOMPSON and BENJAMIN F. MOSS, a partnership d/b/a THE RESORT LAND COMPANY, (hereinafter called "Developer"), is the record developer of a subdivision known and designated as PARADISE ACRES, UNIT II, (hereinafter called "Paradise Acres, Section II"), in Polk County, Texas, as shown in the maps and plats of said subdivision, recorded in the Plat Records of Polk County, Texas, at Book Number 3, page 57, reference to which is hereby made for all purposes; and

WHEREAS, said Developer, in each deed conveying title, desiring to establish uniform deed restrictions for the lots in Paradise Acres, Section II, has previously impressed certain restrictions in Paradise Acres, Unit II' (hereinafter called "Restrictions"), applicable to said subdivision, reference to which is hereby made for all purposes; and

WHEREAS, said Developers have assigned all their interests to the Paradise Acres Improvement Association, as shown by the assignments filed of record with the County Clerk of Polk County, Texas, and recorded at Volume 453, Page 790, et seq; Volume 477, Page 393, et seq; and Volume 477, Page 402, et seq; and

WHEREAS, the Articles of Incorporation for Paradise Acres Improvement Association were initially with the Secretary of State on January 15, 1980; and Articles of Amendment changing the name to Paradise Acres Improvement Association, Section II, were filed with the Secretary of State on August 12, 1985;

WHEREAS, the Deed Restrictions and Bylaws of Paradise Acres Improvement Association, Section II, provide that the Association has the authority to amend the restrictions; and

WHEREAS, the Restrictions were amended by that certain document dated July 6, 1985, and filed of record on August 12, 1985, at Volume 511, Page 250, Official Records of Polk County, Texas and further amendments made by those certain Amendment to Restrictions dated August 1, 1987, and filed of record at Volume 622, Page 648, Official Records of Polk County, Texas, and

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It is noted that "Section II" is sometimes referred to as "Unit II"; these are one and the same.

whereas, the Association, at its annual meeting on September 18, 1999, by majority vote of the property owners represented in person or by proxy at said meeting, adopted the Restated and Amended Restrictions set for herein; and

WHEREAS, Chapter 211 of the Texas Property Code became effective on September 1, 2005, and provided for the amendment of deed restrictions by property owners in subdivisions where the deed restrictions did not provide for a method and/or procedure to amend the deed restrictions; and

WHEREAS, pursuant to Section 211.004 of the Texas Property Code, on September 18, 2010, the following amendment procedure was approved by over a two-thirds (2/3) vote of the Board of Directors of Paradise Acres Improvement Association, Section II, at a special meeting, pursuant to Chapter 211 of the Texas Property Code, subject to an election of the property owners as provided for by Chapter 211.004, Texas Property Code, with the date of the Chapter 211 election to be on October 23, 2010; and

WHEREAS, the ballots for adopting an amendment procedure were canvassed and counted on October 23, 2010, where a total of 33 votes were cast, 26 of which votes were in favor of the following amendment procedure for the deed restrictions for Paradise Acres, Section II, being more than the required two-thirds (2/3) vote for adoption of such amendment procedure:

The members of the Paradise Acres Improvement Association, Section II, shall have the right at any time hereafter to amend the deed restrictions applicable to Section II of the Paradise Acres Subdivision, which restrictions were filed of record in the individual deeds from the developer to the initial property owner and further set forth in contracts of deed, by a majority vote of the members of the Association voting in favor of such amendment to any or all of the restrictions, conditions, and covenants applicable to Section II of the Paradise Acres Subdivision, by the members of the association at a special or annual meeting at which a quorum is had, with each member who is not delinquent in payment of maintenance fees being entitled to one (1) vote for all lots owned in Section II.

WHEREAS, the election canvassing committee chairperson, by execution of a document entitled "Chapter 211 Election Results for the Paradise Acres, Section 2 Subdivision, Polk County, Texas", has certified the result of the election, which certification was filed November 15, 2010 at Vol. 2010-1772, pages 340, et seq., Official Public Records of Polk County, Texas, establishing such amendment procedure pursuant to Chapter 211;

NOW, THEREFORE, the Board of Directors have, by resolution, adopted the following Restated and Amended Restrictions applicable to Paradise Acres Improvement Association, Section II, subject to the vote of a majority of the the members of the association at a special meeting of the members, to be held on April 30, 2011, at which a quorum is had, with each member who is not delinquent in payment of maintenance fees being entitled to one (1) vote for all lots owned in Section II:

## Restrictions and Covenants

### 1. Property Owners Association.

- (a) "Property Owners Association", and/or "Association", as such term is used herein, shall mean the "Paradise Acres Improvement Association, Section II", ("the Association").
- (b) Every property owner in the Paradise Acres Subdivision, Section II, shall be a member of the Association, and the Association shall be a Property Owners Association as defined by the Texas Property Code. 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, and said lawsuit to be brought in the name of the Association, upon a vote by the majority of the Board of the Directors of the Association at the 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, as well as for enforcement of any other deed restriction violation.
- (c) Any lot owner who has not paid the annual maintenance fees applicable to the lots he/she owns, once such maintenance fees are payable as provided by these restrictions and the Bylaws, shall be considered in default. Any lot owner 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 of office of the Association.
- (d) Any lot owner who brings a lawsuit against the Association alleging a violation of any duty of the Association to enforce the deed restrictions, 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.
- (e) 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.
2. All lots shall be subject to all easements reserved upon the recorded Plat of said Subdivision, as well as any and all other matters which may appear upon the recorded Plat of said Subdivision, to which plat reference is here made.
3. No dwelling shall be placed on said lots, any portion of which shall be within ten (10) feet of the front line of said lot or within four (4) feet of the property line of adjoining lot owner. This shall include the overhang of the roof or eave.

4. Construction Requirements

- (a) Dwelling must have no less than six hundred (600) square feet of living area, excluding porches and garages.
- (b) No dwelling, fence wall, culverts, or other detached improvement shall be erected, placed or altered on any lot until the construction plans, specifications and plat showing placement on the lot have been approved in writing by the Paradise Acres, Section II, Board of Directors (hereinafter called "Board") or President, as to compliance with these restrictions on quality of workmanship, materials and harmony of external design.
- (c) All construction must be "dried in" within three (3) months from date of beginning construction unless such period is extended in writing by the Board. After improvements are begun, work in progress shall be continuous and shall be prosecuted with reasonable diligence until all improvements are completed in accordance with plans submitted and approved by the Architectural Control Committee.
- (d) The minimum floor area requirements stated hereinabove are exclusive of porches, stoops, open or closed carports, patios and garages. Only double wide manufactured homes, with Architectural Control Committee approval, will be allowed in the subdivision. Variances may be approved by the Architectural Control Committee for component type manufactured housing that meet all other standards established by the Architectural Control Committee.
- (e) No used existing building or structure of any kind and no part of a used existing building or structure shall be moved onto, placed on, or permitted to remain on any lot.
- (f) All construction must be of new material, except stone, brick, inside structural material, or other materials used for antique decorative effect if such use is approved in writing by the Architectural Control Committee.
- (g) No tar type roof or siding materials will be used on any structure, and no sheet metal type roof or siding materials will be used without written approval of Architectural Control Committee on any structure.
- (h) The exterior of any building(excluding roof, glass and masonry) must be painted or stained. All buildings and structures shall be completely underpinned and underskirted with no piers or pilings exposed to view except as approved by the Architectural Control Committee. No natural drainage shall be altered, nor shall any drainage ditch, culvert, or drainage structure of any kind be installed or altered, nor shall any driveway, curb or other such impediment to the free flow of water be

installed or altered, without prior written consent of the Architectural Control Committee.

- (i) Culverts for driveways on lots shall be mandatory (unless otherwise approved by the Architectural Control Committee) and shall be a minimum of fifteen inches (15") in diameter on Main Street and twelve inches (12") in the rest of the subdivision. Each culvert will be a minimum of twelve inches in diameter, galvanized, corrugated steel and an eighteen (18) gauge minimum. Other types of culverts, including plastic, will be permitted if they are commonly used by the Texas State Department of Highways.
  - (f) No building material of any kind or character shall be placed or stored upon any tract until the owner is ready to commence construction and then such material shall be placed within the property lines of the tract or parcel of land upon which the improvements are to be erected, and shall not be placed in the streets.
5. Single-Family Residential Use Only.
- (a) The lots in said Subdivision shall be used for single-family residential purposes only, except those lots which are designated on the official plat of said Subdivision as being commercial lots, and except those lots which may from time to time be designated by the Developer for business, recreational, or commercial purposes. Any exception for business or commercial purposes shall contain an agreement upon the part of the lot owner that no business shall be offensive or an eyesore such as a chicken processing plant, or junkyard, etc. or any business that will devalue property in the vicinity thereof.
  - (c) 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 of the lot and the residence thereon for any period of time less than 180 days shall be prohibited. Any rental or lease shall provide, in writing, that the renter or lessee has received a copy of the Deed Restrictions and agrees to be bound by same and comply with all Deed Restrictions.
  - (d) Rental or lease of the lot and residence shall not relieve the property owner from compliance with these Deed Restrictions.

- 6. All construction must be of new material of accepted building standards, and constructed in a workmanlike manner. Any building constructed of wood siding must be properly coated with paint, sealer, or stain.
- 7. No boats and trailers, utility trailers, recreational vehicles, motor homes, campers, tents, or other temporary dwellings may be stored or used by lot owners, except as hereinafter provided:

- (a) Lots with permanent/weekend residence:
- (1) Boats and trailer, utility trailers, recreational vehicles, travel trailers, motor homes, campers, tents or other temporary dwellings may be stored on property, but may not be placed forward of the front residential line;
  - (2) Recreational vehicles, travel trailers, motor homes, campers, tents, or other temporary dwellings may not be used for sleeping or living except on emergency basis and with the written approval of the Board of Directors;
  - (3) Guest's recreational vehicles may be used forward of the residential building line for not more than thirty (30) days in a one-year period, provided that written approval is obtained, in advance of such use, by the owner from the Board or President.
- (b) Lots without permanent/weekend residence.
- (1) Lot owners without dwellings may use recreational vehicles, travel trailers, motor homes, campers, tents or other temporary dwelling for temporary shelter for not more than thirty (30) days in a one-year period, provided that written approval is obtained, in advance of such use, by the lot owners from the Board or President. Such temporary use is contingent upon prompt removal of the recreational vehicles, travel trailers, motor homes, campers, tents or other temporary dwellings at the end of the temporary use period authorized by the Board or President. If these owners must leave the premises for more than three (3) days during authorized temporary use period, all boats and trailers, recreational vehicles, travel trailers, motor homes, campers, tents, or other temporary dwellings must be removed from the property.
  - (2) If the lot owner(s) is in the process of building a permanent or weekend residence, then such recreational vehicles, travel trailers, motor homes, campers, tents or other temporary dwellings shall be allowed, upon written permission of the Board or President, for such time as determined and set forth in the written permission for construction of the permanent or weekend residence.
8. Double-wide modular/manufactured/mobile homes will be permitted in the subdivision provided that:
- (a) a current picture and written request for permit, including plans for placement, is submitted to and written approval secured from the Paradise Acres, Section II Board of Directors prior to moving onto the property;

- (b) home is no more than five (5) years old and in acceptable condition;
  - (c) home is situated on at least two (2) lots and meets the requirements of placement having no portion within ten (10) feet of the front line of the said lot(s) or within four (4) feet of the property line of an adjoining lot owner. This shall include the overhang of the roof or eave.
  - (d) home meets the size restrictions for homes of at least six hundred (600) square feet, excluding porches and garage;
  - (e) home is installed permanently on blocks or foundation; and
  - (f) home is tied down and completely skirted.
9. Plumbing and Sanitation.
- (a) No outside toilet or privy shall be erected or maintained on any lot hereunder, except a Porta-Potty type chemical toilet may be used during construction of a house, by written authorization of the Board, such use to be limited to a fixed amount of time. The materials installed in, and the means and method of assembly of, all sanitary plumbing, and septic systems, shall conform with the requirements of the health department of the State of Texas and the local authorities having jurisdiction.
  - (b) All residences must be connected to the Central Water System.

10. Park and Common Areas. All streets, avenues, walkways, and areas dedicated as "park, parking or lot owners accesses" on the Plat of the property are dedicated to the use of the lot owners and their occupants. Park areas are designated as private and are to be used only by lot owners and their guests. No overnight camping will be allowed in or around the park area. No structure or improvement may be added to the park without a majority approval of owners.

11. The grantor reserves the right to install telephone and electric wires, gas and water mains, or to license or permit the same to be done, in, upon and over the said property.

12. No dwelling may be placed on any lot below the elevation of 135 feet above sea level.

13. Architectural Control Committee.

- (a) There shall be established an Architectural Control Committee, (referenced at times as the "ACC"), composed of three (3) members appointed by the Board of Directors of the Association, with at least one member being a Board member, to protect the owner of lots hereunder against such improper use of lots as will depreciate the value of their property; to preserve, so far as practical, the natural beauty of said property; to guard against the erection thereon of poorly designed or proportioned structures and structures built of improper or unsuitable materials; to obtain harmonious architectural schemes; to insure the highest and best development of said property;

to secure and maintain proper setbacks from streets and adequate free spaces between structures; and, in general, to provide adequately for a high type of quality of improvements in said property; and thereby to enhance the value of investments made by purchasers of lots therein.

- (b) No building, fence, or other structure or improvements shall be erected, placed or altered on any lot until two copies of the construction plans and specifications (including specifications of all exterior and roofing materials, color of paint or stain, a plan showing the proposed location of the structure and such other matters as such Architectural Control Committee may reasonably request) have been submitted to and approved in writing by the Architectural Control Committee in all respects, including, but not limited to, harmony of external design with existing structures and locations with respect to topography and finish grade elevation. If such construction, placement or alteration is not commenced within eight (8) months of such approval, the approval shall be null and void unless an extension is granted in writing.
- (c) Any building, structure or improvement commenced upon any lot shall be completed as to exterior finish and appearance within six (6) months from the commencement date.
- (d) No building exceeding two (2) stories in height, with a maximum height of thirty-five (35) feet from the floor to the roof peak, shall be erected or placed on any lot except as approved by the Architectural Control Committee.
- (e) Except as may be provided for in these Restrictions, and/or any waiver or approval by the Architectural Control Committee, the International Residential Code applies to all construction, alteration, remodeling, enlargement, and repair of all structures built in the Subdivision.

14. All minerals and/or royalty are reserved unto owners.

15. Duration and Amendment. The provisions hereof, including the Reservations, Restrictions and Covenants and assessments herein set shall be deemed and considered covenants running with the herein above described lots and shall be binding upon the lot owners and their heirs, executors, and administrators and assigns, and all persons or parties claiming under it until December 31, 2026, at which time said covenants shall be automatically extended for successive periods of ten (10) years, unless an instrument has been recorded in the records of the County Clerk of Polk County, Texas amending the restrictions pursuant to the procedure adopted by the property owners pursuant to Chapter 211, Texas Property Code, as follows:

The members of the Paradise Acres Improvement Association, Section II, shall have the right at any time hereafter to amend the deed restrictions applicable to Section II of the Paradise Acres Subdivision, which restrictions were filed of record in the individual deeds from the developer to the initial property owner and further set forth in contracts of deed, by a majority vote of the members of the Association voting in favor of such amendment to any or all of the restrictions, conditions, and covenants applicable to Section II of



the Paradise Acres Subdivision, by the members of the association at a special or annual meeting at which a quorum is had, with each member who is not delinquent in payment of maintenance fees being entitled to one (1) vote for all lots owned in Section II.

16. Applicability. Each Contract, Deed, and/or Deed of Trust which may be hereafter executed with respect to any property in the Subdivision shall be deemed and held to have been executed, delivered, and accepted subject to all of the provisions of this instrument, including, without limitation, the Restrictions and Covenants herein set forth, regardless of whether or not any of such provisions are set forth in said Contract, Deed or Deed of Trust, and whether or not referred to in any such instrument. These restrictions, conditions, covenants and assessments are, and shall be, deemed and considered covenants running with the herein above described lots, and the same shall be binding upon the lot owners and their heirs, executors, and administrators and assigns.
17. Enforcement of Deed Restrictions.
- (a) Subject to the provisions of subsection (d) of this paragraph, if any person or entity, as defined hereinafter, whether or not lawfully in possession of any real property hereunder, shall either (1) violate or attempt to violate any restriction or provision herein or (2) 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 Paradise Acres Improvement Association, Section II, 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 (1) prevent such violation, (2) recover damages of other dues for such violation, and (3) 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) The Association has the right, but not the exclusive duty, to take action to enforce any violation of these deed restrictions.
- (c) Neither the Architectural Control 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 concerning a restrictive covenant is presumed reasonable unless the court determines by a preponderance of the evidence that the exercise of discretionary authority was arbitrary, capricious, or discriminatory.
- (d) Notwithstanding any other provisions hereof, the Association shall not be liable or

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.

18. There shall be established, for the purposes set forth in Paragraph 20 19 hereof, a maintenance fund to be administered by Paradise Acres Improvement Association, Section II, a non-profit corporation chartered by the State of Texas, by and through said Association's duly elected Board of Directors (hereafter called "Board").

19. Maintenance Fees.

- (a) The owners of lots purchased in said Subdivision shall owe a Maintenance Fee in the sum of FORTY and no/100 (\$40.00) Dollars per lot, on the 1<sup>st</sup> day of March of each year, to the Association to be used for the upkeep of the roads, parks and common facilities in said Subdivision as set out in the plat of said Subdivision. Said Maintenance Fee shall be secured by a lien against said lot, and failure to pay said assessment shall constitute a foreclosure lien against said lot. This lien is in the form of an assessment to run with the ownership of said lots. The Maintenance Fee shall be deemed delinquent if not paid by April 1<sup>st</sup> of the year in which such maintenance fees are due.

- (b) 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, 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 FORTY and no/100 (\$40.00) Dollars per lot 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 previously retained by Developer 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.

20. The Board 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 lawsuit to be brought in the name of the Association, upon a vote by the majority of the Board 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 he/she owns, 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 Article IV, Section 4, of 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.

21. The Maintenance fund shall, to the extent available be applied to the payment of maintenance expense and/or construction costs incurred for any or all of the following purposes, as determined by the Board:
- (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 garbage, ashes, rubbish and similar material as well as the maintenance of vacant lots;
  - (d) the construction of club house facilities, ramps, boat landing, boat basins and other similar recreational facilities on areas so reserved by developer; and
  - (e) doing any other thing necessary or desirable in the opinion of the Board to keep the property neat and in good order or which is considered of general benefit to the owners or occupants of Paradise Acres, Section II, including any expenses incurred in enforcing any and all provisions of the restrictions, including any amendments thereto, on file in the County Clerk's Office of Polk County, Texas.
22. Partial Invalidity and Severability.
- (a) It is understood that no act or omission upon the part of any party hereto or any person hereafter acquiring an interest in said property by, through, or under same shall ever be construed as a waiver of the operation or enforcement of these covenants and restrictions, and easements.
  - (b) In the event any portion of the provisions hereof shall become or be held invalid, whether by reason of abandonment, waiver, estoppel, judicial decision or otherwise, such partial invalidity shall not affect, alter or impair any other provision hereof, which was not thereby held invalid; and such provisions, including Restrictions, Reservations and Covenants shall remain in full force and effect, binding in accordance with their terms.

23. Lot Maintenance
- (a) No lot shall be used in whole or in part for the storage of material, equipment; or property, including, but not limited to, "Junk" as defined herein, except for normal residential construction requirements, or permit accumulation of junk, as defined herein, garbage, trash, or rubbish of any kind. As used herein "junk" shall include, but not limited to car parts, boat parts, non-operating motor vehicles, non-operating lawn mowers, boats, motors, refrigerators, tires, weeds, bricks, rocks and other miscellaneous items which are not directly related to single family residential purposes and are an eyesore to others.
  - (b) No substance, thing, or material may be kept upon any lot that will emit foul or

obnoxious odors or that will cause any noise that will or might disturb the peace, quiet, comfort, or serenity of the occupants of surrounding property.

- (c) No lot shall be permitted to be overgrown with weeds and grass shall be cut and maintained in an attractive manner. Should the Board determine that such lot is not being maintained in accordance with this restriction, Paradise Acres Improvement Association, Section II, may, without liability to a lot owner or occupant in trespass or otherwise, enter upon said lot for the purpose of cutting or causing to be cut, any weeds and grass and remove or cause to be removed any garbage, trash, rubbish, or junk as defined herein so as to place said lot in a neat, attractive, healthful, and sanitary condition, such costs to be borne by the owner or occupant of such lot.
- (d) The Association shall have the right to enter the property where a violation exists under this paragraph and remove the incomplete structure or other items at the expense of the offending party.
- (e) Prior to such entry and correction of the restriction violation, the property owners shall be given thirty (30) days notice of the violation and an opportunity to cure the violation. If the violation is not corrected in that period of time, or such period as may be agreed upon by the lot owner and the Association shall have the right to correct such deed restriction violation, and if the cost of such correction is not paid within thirty (30) days of invoice, then a contractual lien is retained against the property as security for such expense, together with any legal fees and costs incurred in enforcing this restriction, and the Association shall have the right to judicially foreclose the lien securing such expense, legal fees and costs incurred in enforcing this restriction.

24. Firearms. No hunting, or the discharge of firearms, shall be allowed in any area of said subdivision.
25. Pets. No animals are to be raised, bred or kept for sale on any lot. No undomesticated animals or livestock, such as horses, cows, goats, sheep, pigs, rabbits, fowl, etc. will be permitted in the subdivision. All dogs must be fenced in, chained, or on a leash if kept outside. All outside cats must be neutered. No more than three outside dogs, or any pets, that constitute a nuisance to other property owners, as determined by the Board, will be permitted in the subdivision.
26. All of the restrictions herein contained, or that might be hereinafter provided, shall be binding upon all grantees, their heirs, executors, administrators, or agents.
27. Liability of Owners to Owners' Families and Guests. All lot owners shall be liable for any injury to themselves or any of their family or guests while in or on any of the roads, lakes or playground or property of said subdivision or Association, and the Association shall not be liable for any such injury.
28. Transport Vehicles. Trucks with tonnage in excess of one (1) ton shall not be permitted to park on the streets, driveways, or lots overnight, and no vehicle of any size which normally

transports inflammatory or explosive cargo may be kept in the Subdivision at any time.

29. ATVs. All terrain vehicles (ATVs) with three or four wheels, including but not limited to motorized go-carts, two wheel vehicles, dirt bikes and other similar vehicles, shall not be operated in the subdivision. However, Utility Type Vehicles ("UTV") shall be permitted. By definition, Utility Type Vehicle (UTV) means any recreational motor vehicle other than an ATV or motorbike, designed for and capable of travel over designated unpaved roads, traveling on four (4) or more low-pressure tires of twenty (20) psi or less, maximum width less than seventy-four (74) inches, maximum weight less than two thousand (2,000) pounds, or having a wheelbase of ninety-four (94) inches or less, and designed by the manufacturer primarily for farming or lawn care.
30. Fences. Fences may be permitted to extend to the side lot lines, the back lot lines, and the front lot lines, but without impairment of any easements applicable to the property. All fences that face a street must be of chain link construction. No barbwire or wood fencing facing a street is allowed.
31. No Temporary Dwellings.
- (a) Subject to the remaining provisions of this paragraph, no shack or any outbuilding (other than a private boathouse, garage, or storage building complying with these restrictions) shall be erected or placed on any lot, and no boathouse, garage or storage building erected on any lot shall at any time be used as a dwelling, temporarily or permanently.
  - (b) Temporary camping equipment cannot be left on a lot unattended for more than twenty-four (24) consecutive hours.
32. Subdividing of Lot. No lot may be subdivided without the consent of the Association. No lot or any part of a lot shall be used for a street, access road or public thoroughfare without the prior written consent of the Association.

THESE AMENDED AND RESTATED RESTRICTIONS APPROVED by the duly elected, qualified, and authorized Board of Directors of the Paradise Acres Improvement Association, Section II, by resolution adopted on the 19<sup>th</sup> day of March, 2011, subject to the vote of a majority of the members of the association at a special meeting of the members, to be held on April 30, 2011, at which a quorum is had, with each member who is not delinquent in payment of maintenance fees being entitled to one (1) vote for all lots owned in Section II, pursuant to the "Chapter 211 Election Results for Paradise Acres, Section 2 Subdivision, Polk County, Texas" filed at Vol. 2010-1722, pages 340, et seq., Official Public Records of Polk County, Texas.

PARADISE ACRES IMPROVEMENT  
ASSOCIATION, SECTION II

By: Frances Farrell  
FRANCES FARRELL, President

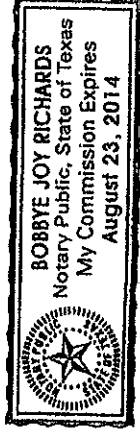
ATTEST:  
Becky McAfee  
BECKY McAFEE, Secretary

STATE OF TEXAS \*  
COUNTY OF POLK \*

BEFORE ME, the undersigned authority, on this day personally appeared FRANCES FARRELL, President of Paradise Acres Improvement Association, Section II, known to me to be the person whose name is subscribed to the foregoing instrument, and acknowledged to me that she executed the same for the purposes and considerations therein expressed, in the captivity therein stated.

GIVEN UNDER MY HAND AND SEAL OF OFFICE on this 20<sup>th</sup> day of May, 2011.

Bobby Joy Richards  
Notary Public, State of Texas



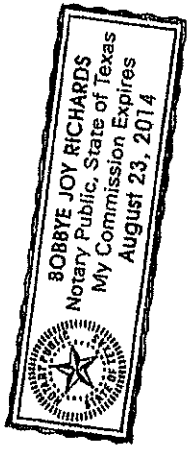
STATE OF TEXAS \*  
COUNTY OF POLK \*

BEFORE ME, the undersigned authority, on this day personally appeared BECKY McAFEE, Secretary of Paradise Acres Improvement Association, Section II, known to me to be the person whose name is subscribed to the foregoing instrument, and acknowledged to me that he/she executed the same for the purposes and considerations therein expressed, in the captivity therein stated.

GIVEN UNDER MY HAND AND SEAL OF OFFICE on this 24<sup>th</sup> day of May, 2011.

*Bobby Jay Richards*  
\_\_\_\_\_  
Notary Public, State of Texas

After Filing Return to:  
Travis E. Kitchens, Jr. ✓  
Lawyer  
P. O. Box 1629  
Onalaska, Texas 77360



FILED FOR RECORD  
2011 MAY 26 PM 2:41

*Schelana Walker*  
SCHELANA WALKER  
POLK COUNTY CLERK

State of Texas }  
County of Polk } WALKER hereby certifies that this instrument  
L. SCHELANA WALKER was FILED in the number sequence on the date and at the time  
stamped 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 stamped herein by me.

MAY 26 2011 *ER*



*Schelana Walker*  
COUNTY CLERK  
POLK COUNTY, TEXAS