

DECLARATION  
OF COVENANTS, CONDITIONS AND RESTRICTIONS OF  
LAKE LIVINGSTON VILLAGE, SECTION FIVE

That, Lake Livingston Village, Inc., a Texas corporation, acting herein by and through its duly authorized officers, hereinafter called "Developer", owner of all of that certain tract of land out of the John Burgess Survey, A-7, Polk County, Texas, as shown on Subdivision Plats entitled Lake Livingston Village, Section Five, Recorded in Volume 10, Page 26 of the Plat Records of Polk County, Texas do hereby impress, all of the property included in such subdivision with the following restrictions:

1. PERMANENT AND/OR TEMPORARY SINGLE FAMILY RESIDENTIAL CAMPING LOTS.

All lots shall be known and described as lots for single family residential and/or single family camping purposes only. Said lots shall not be used for business or commercial purposes.

2. CAMPING VEHICLES, BUILDINGS AND OTHER STRUCTURES

Subject to the limitations and other provisions of these Restrictions the following may be used for residential or camping purposes:

- (A) Mobile campers (travel trailers)
- (B) Portable campers (modular structures)
- (C) Motor homes
- (D) Mobile homes
- (E) Conventional built residences and other structures as approved by the Architectural Control Committee
- (F) Tents

3. ARCHITECTURAL CONTROL

No construction of any building, fence or other permanent structure of any kind may be begun on any lot until two copies of the building plans and specifications, including specifications of all exterior material and roofing material, including color of paint or stain, and plot plan showing the proposed location of said improvements, have been submitted to and approved in writing by the Architectural Control Committee. When such building plans and specifications are approved, such building, fence or other permanent structure may then be erected in accordance with such plans and specifications and these restrictions. Upon completion of the construction, the Architectural Control Committee will issue its "Medallion of Approval" which shall be placed on such structure in a location that is visible from the street.

No mobile camper, portable camper, mobile home, motor home, tent or other movable structure of any kind shall be erected, placed or maintained on any lot, nor brought into the subdivision, until the Architectural Control Committee will be has approved the design, appearance and

condition of same and has placed thereon its \medallion of Approval. The original Architectural Control Committee will be composed of Dale Fox, J.D. Fox and T.E. Aikin. Each of the original members may designate an alternate member. The Architectural Control Committee may from time to time appoint one or more representatives to perform its function in the subdivision. All camping vehicles, buildings and other structures must display at all times the Lake Livingston Village Medallion of Approval.

The purpose of the Architectural Control Committee is to provide compliance with these restrictions; to maintain proper use of the lots; to preserve so far as practicable the natural beauty of the property; to insure against the erection or placing of buildings, campers, mobile homes and/or other stationary or movable structures built of improper or unsuitable materials and to obtain harmonious architectural schemes. In the event the Committee fails to approve or disapprove any item submitted to it within thirty (30) days after the receipt of the required application, approval will not be required and the related covenants set out herein shall be deemed to have been fully satisfied. The original Committee may at any time transfer all of the powers herein given to an Architectural Control Committee composed of owners of lots in the Subdivision and appointed by the duly elected Board of Directors of Lake Livingston Village Improvement Association, Inc..

Neither the Developer, nor the Directors or Officers of the same, nor the Architectural Control Committee, nor the members of said Committee, shall have any liability nor responsibility at law or in equity on account of the enforcement of, nor on account of the failure to enforce, these restrictions.

#### 4. MINIMUM CAMPER AND/OR STRUCTURE REQUIREMENTS

The following are mandatory requirements to be used by the Architectural Control Committee in its approval of design, appearance and condition of camper and/or structure facilities.

- (A) Mobile campers - The unit must be of professional construction and in good repair and of an attractive design and appearance. A recent photograph of the unit shall be submitted with the application for approval referred to in the restrictions.;
- (B) Portable campers - The unit must be of commercial quality, in good repair and of an attractive design and appearance. Portable or skid campers shall contain not less than 400 square feet of floor space in the enclosed living area, exclusive of open or screened porches or breezeways. It is especially provided that all exterior walls except redwood and cedar must be

- Painted or stained or if not painted then constructed of an approved commercial exterior material other than metal. A recent photograph of the unit shall be submitted with the application for approval referred to in the restrictions.
- (C) Motor Homes - The unit must be of professional construction and in good repair and of an attractive design and appearance. A recent photograph of the unit shall be submitted with the application for approval referred to in the restrictions.
  - (D) Mobile Homes - The unit must be of professional construction and in good repair and of an attractive design and appearance. Mobile homes shall be of a minimum size of 10 feet by 40 feet. A recent photograph of the unit shall be submitted with the application for approval referred to in the restrictions. Each mobile home, within 60 days, must be tied down and fully enclosed around the bottom in a manner and with materials approved by the Architectural Control Committee.
  - (E) Conventional built residence - Each Conventional built residence shall contain not less than 600 square feet of floor space in the enclosed living area, exclusive of open or screened porches, breezeways or garage. Exterior walls shall be constructed of masonry, wood or other commercial siding approved by the Architectural Control Committee. Plans of such conventional built residence must be submitted prior to beginning of construction as set out under Paragraph 3. (Architectural Control) hereinabove.
  - (F) Tents - Tents shall be of professional construction and in good repair and of an attractive design and appearance. Tents can be used for temporary camping only and cannot be left set up on the lot unattended for more than 24 hours at any one time.
  - (G) Storage Buildings - The unit may not exceed 100 square feet and must be of commercial quality - in good repair and of an attractive design and appearance. All exterior walls except redwood and cedar must be painted or stained or if not painted then constructed of an approved commercial exterior material other than metal. A recent photograph of the unit shall be submitted with the application for approval referred to in the restrictions.

5. REMOVAL OF NON CONFORMING CAMPERS OR STRUCTURES

In the event of default on the part of the owner or occupant of any lot in observing the requirements of these restrictions and/or the requirements of the Architectural Control Committee and with such default

continuing after ten (10) days written notice thereof, Developer, the Architectural Control Committee, or its or their assigns shall, without liability to the owner or occupant in trespass, damage or otherwise, enter upon said lot and remove the Camper, Mobile Home or other structure in default. The owner or occupant, as the case may be, agrees by the purchase or occupation of the property to pay the cost of such removal and any storage fees immediately upon the receipt of a statement thereof. The mailing of ten (10) days written notice to the address shown on Owner's Contract of Sale shall be deemed to be full compliance by Developer of its duty to notify in writing set out hereinabove.

6. FENCES

Fences, subject to the approval of the Architectural Control Committee, shall be permitted to extend to the side and back lot lines and to no less than 5 feet of the front lot lines, but without impairment of the easements reserved and granted in these restrictions or shown on the plat of said subdivision.

7. LOCATION OF IMPROVEMENTS ON LOT AND COMPOSITE SITE

No building, mobile home, camper or structure other than a fence shall be located nearer to the side street line than 5 feet or nearer to the side lot line than 5 feet or nearer to the rear lot line than 10 feet. "Side lot line" and "rear lot line", respectively, as used in this paragraph, in respect to any two or more contiguous whole and/or fractional lots owned by the same person or persons, and used as a single building site, shall hereafter mean, respectively, each and/or either of the two outermost side lot lines and the rear lot line furthest from the front lot line considering said contiguous whole and/or fractional lots as one lot. No other use may be made of any lot or fractional lot to the extent it has been grouped to alter these minimum setback requirements. No building, mobile home, camper or structure other than a fence shall be located nearer to the front lot line than 10 feet.

8. UTILITY AND DRAINAGE EASEMENTS

There is hereby reserved the utility easements and drainage easements as shown on said plat of said subdivision and along and within 5 feet of the side lot lines and within 10 feet of the rear lines of all lots hereunder, and an easement along and within 10 feet of the street lines of all lots hereunder and an easement over all streets for the purpose of installing, using, repairing and maintaining public utilities, water sanitary and storm lines, sewer lines, electric lighting and telephone poles, pipe lines and drainage ditches or structures and/or any equipment necessary for the performance of any public or quasi-public service and function, and for all other purposes incident to the development and use of said property as a

community unit, with the right of access thereto for the purpose of further construction, maintenance and repairs. Such rights of access to include the right, without liability on the part of any one or all of the owners or operators of such utilities, to remove any or all obstructions on said easement right-of-way, caused by trees, brush, fences, shrubs, or other obstructions which in their opinion may cause interference with the installation or operation of their facilities. Such easements shall be for the general benefit of the subdivision and the property thereof, and are hereby reserved and created in favor of any and all utility companies entering into and upon said property for the purpose aforesaid, subject to the limitations as to water service hereinafter set forth. There is also reserved for the use of all public utility companies an unobstructed aerial easement five feet (5') on either side of the said easements reserved hereby and all easements shown on the recorded plat hereof from a plane fifteen feet (15') above the ground and upward.

#### 9. DEVELOPERS' EASEMENTS AND LOT USES

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

Also, the Developer and its designees and/or its assigns may, on any lot or lots owned by Developer at such time, construct, maintain, use and allow to be used by others, parks, swimming pools, playgrounds, streets, bath houses, rest rooms, community center buildings, sales offices, signs, water wells and related pumping, storage, operation and maintenance facilities, water and sewer lines and waste water treatment and disposal facilities.

#### 10. SEWAGE DISPOSAL

All lots hereunder are subject to all of the terms and conditions of Texas Department of Water Resources Order 77-0714-1.

No outside toilet or privy shall be erected or maintained on any lot hereunder, nor shall any sewage be disposed of upon, in or under any lot hereunder, except into the Lake Livingston Village Central Sewage System. Sewage Disposal will be by means of the Lake Livingston Central Sewer System only and no permanent or semi-permanent facility, except non-residential, shall be erected, placed or maintained on any lot hereunder unless the owner thereof first presents written evidence of an approved application for connection to said system to the Architectural Control Committee.

Self contained sanitation systems may be used by temporary campers, provided each meets the State of Texas environmental and pollution regulations and is constructed to be gas and odor tight. All self contained sanitation systems (permanently installed in a mobile camper or motor home with holding tanks, or self contained portable units) must be evacuated when needed and maintained in a sanitary condition without odor. Self contained systems may be emptied in a designated dump station only.

The dumping, emptying or evacuation of sewage or waste water onto the ground or into any ditch or drainage facility within the Subdivision is strictly prohibited. In addition, such action is a violation of Chapter 26 of the Texas Water Code and of the Texas Water Quality Board Order No. 77-0714-1 and is subject to civil and criminal penalties. The Association will vigorously assist in the prosecution of any person or persons engaged in such action.

#### 11. TRASH AND PITS

No pits, holes or other excavation shall be dug on any lot in the Subdivision except in connection with the actual construction of the foundation of the improvements to be erected thereon. No lot shall be used or maintained as a dumping ground for rubbish. Trash, garbage or other waste shall not be kept except in sanitary containers.

#### 12. PROHIBITION OF OFFENSIVE ACTIVITIES

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

(B) No motor vehicle may be operated within the Subdivision except on:

1. The dedicated streets within the Subdivision as shown on the recorded plat thereof.
2. The paved and designated parking areas at the recreation areas.

(C) No dirt bikes, trail bikes, enduros or other off-road motor bikes of any kind may be operated within the Subdivision under any circumstances. Motor bikes which are equipped so as to be legal for operation within public streets may be operated within the Subdivision but only within those areas set out under Sub-paragraph B. herein immediately above.

#### 13. LOT NOT USED AS STREET NOR HIGHWAY FRONTAGE

No lot or any part of a lot shall be used for a street, access road or public thoroughfare; nor shall any lot backing up to a FM highway use said highway for access to said lot; without the prior written consent of the Developer, its successors and assigns.

14. LOT MAINTENANCE

The owners or occupants of all lots 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 materials and equipment except for normal residential and/or camping requirements or incident to construction of improvements thereon as herein permitted or permit the accumulation of garbage, trash or rubbish of any kind thereon and shall not burn anything. Refrigerators and other large appliances shall not be placed out of doors. In the event of default on the part of the owner or occupant of any lot in observing the above requirements and with such default continuing after ten (10) days written notice thereof, Developer or its assignee shall, without liability to the owner or occupant in trespass, damages or otherwise, enter upon said lot and cause to be cut such weeds and grass and remove or cause to be removed such 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, healthful and sanitary condition and may charge the owner or occupant of such lot for the cost of such work. The owner or occupant, as the case may be, agrees by the purchase or occupation of the property to pay such statement immediately upon receipt thereof. The mailing of ten(10) days written notice to the address shown on Owner's Contract of Sale shall be deemed to be full compliance by Developer of this requirement of notice.

15. SIGN BOARDS

No billboards, sign boards, unsightly objects or advertising displays of any kind shall be installed, maintained or permitted to remain on any lot of the Subdivision.

16. ANIMAL HUSBANDRY

No animals, other than dogs and cats which are household pets, shall be kept on any lot. Said household pets must be inside or on a leash.

17. HUNTING AND FIRE ARMS

No hunting or discharging of fire arms of any kind, including BB guns and pellet guns, shall be permitted on any lot or within any part of the subdivision at any time.

18. WATER WELLS

No water well shall be drilled upon any lot by the owners thereof.

19. DEFINITIONS

- (A) "Association" shall mean and refer to Lake Livingston Village Improvement Association, Inc., its successors and assigns. The Association has the power to collect and disburse those maintenance assessments as described in Paragraph 20 and 21.
- (B) "Owner" shall mean and refer to the record owner, whether one or more persons or entities of a fee simple title to any lot which is a part of the properties including contract sellers but excluding those having such interests merely as security for the performance of an obligation.
- (C) "Properties" shall mean and refer to that certain real property hereinabove described as being affected by these deed restrictions and such additions thereto as may hereafter be brought within the jurisdiction of the Association.
- (D) "Common Area" shall mean all real property, if any, owned now and in the future by the Association for the common use and enjoyment of the owners.
- (E) "Lot" shall mean and refer to any plot of land shown upon any recorded subdivision map of the properties with the exception of the common areas and all reserves.
- (F) "Developer" shall mean Lake Livingston Village, Inc. and any assignee of Lake Livingston Village, Inc. to whom Lake Livingston Village specifically transfers its rights and interests as Developer hereunder; provided, however, such transfer of Developer's rights and interests must be accompanied contemporaneously with the conveyance to such assignor of two or more lots within the subdivision.

20. MAINTENANCE ASSESSMENTS

Developer imposes on each lot owned within the properties and hereby covenants and each owner of any lot by acceptance of a deed thereof whether or not it shall be so expressed in such deed is deemed to covenant and agree to pay to the Association the following: Annual assessments or charges to be established and collected as hereinafter provided. The annual assessments, together with interest, costs and reasonable attorney's fees, shall be a charge on the land and shall be a continuing lien upon the property against which each such assessment is made. Each such assessment, together with interest, costs and reasonable attorney's fees, shall also be the personal obligation of the person who was the owner of such lot. Appropriate recitations in the deed conveying each lot will evidence the retention of a vendor's lien



by Developer for the purpose of securing payment of said charge assigned to the Association without recourse on Developer in any manner for the payment of said charge and indebtedness.

**21. PURPOSE OF ASSESSMENTS**

The assessments levied by the Association shall be used exclusively to promote the recreation, health, safety and welfare of the residents in the properties and for the improvement and maintenance of the streets and common area. The proceeds of the regular annual assessments shall not be used to reimburse Developer for any capital expenditures incurred in construction of the recreation facilities. However, so that the Association may maintain an orderly maintenance program, Developer may from time to time advance funds to the Association for reimbursement from the Association's funds. In addition, Developer may at any time and from time to time expend the Association's own funds for Association expenses in when, as an officer or director of the Association, Developer is empowered to do so either by the Declaration of Covenants, Conditions and Restrictions for the subdivision, by the Articles of Incorporation of the Association or by the by-laws of the Association. The judgment of Developer in the expenditure of funds for Association expenses shall be final and without liability to the Developer so long as such judgment is exercised in good faith.

**22. MAXIMUM ANNUAL ASSESSMENTS**

Until January 1, 1988 the maximum monthly assessment shall be ten and No/100 Dollars (10.00) per lot. If an owner owns an adjacent lot there will be only one monthly fee. All lots after two owned by one owner will be charged at the rate of ten dollars (10.00) per month each.

(A) From and after January 1 of the above mentioned year the maximum annual assessment may be increased each year not more than ten percent (10%) above the maximum assessment for the previous year without a vote of the membership. This increase may be cumulative.

(B) The Board of Directors shall fix the annual assessment at an amount not in excess of the maximum allowable for any one year.

**23. OWNER'S EASEMENT OF ENJOYMENT**

Every owner shall have a right and easement of enjoyment in and to the common area which shall be appurtenant to and shall pass with the title to every lot subject to the following provisions:

- (A) The right of the Association to suspend the voting rights of Class A members and the right to use of the recreation facility by an owner for any period during which any assessment against his lot remains unpaid; and for a period not to exceed sixty (60) days for each infraction of its published rules and regulations.
- (B) The right of the Association to dedicate or transfer all or any part of the common area to any public agency, authority or utility for such purposes and subject to such conditions as may be agreed to by the members. No such dedication or transfer shall be effective unless an instrument signed by two-thirds (2/3) of each class of the members agreeing to such dedication or transfer has been recorded.
- (C) The right of the Association, and Developer on behalf of the Association, to collect and disburse those funds as set forth in Paragraph 22.

#### 24. DELEGATION OF USE

Any owner may delegate in accordance with the by-laws his right of enjoyment to the common area and facilities to the members of his family, his tenants or contract purchasers who reside on the property.

#### 25. MEMBERSHIP AND VOTING RIGHTS

Every owner of a lot shall be a member of the Association. Memberships shall be appurtenant to and may not be separated from ownerships of any lot. The Association shall have two classes of voting memberships:

Class A Class A members shall be all owners with the exception of Developer and shall be entitled to one vote for each lot owned. When more than one person holds an interest in any lot, all such persons shall be members. The vote on such lot shall be exercised as they among themselves determine, but in no event shall more than one vote be cast with respect to a lot.

Class B Class B members shall be Developer or its assigns and shall be entitled to three votes for each lot owned. The Class B membership shall cease and be converted to Class A membership on the happening of either of the following events, whichever occurs earlier: (1) When the total votes outstanding in Class A membership equal the total votes outstanding in Class B membership including duly annexed area; or (2) on January 1, 1997.

The affairs of the Association shall be managed and

governed initially by an interim board of directors composed of Dale Fox, J.D. Fox and T.E. Aikin. Such interim board of directors shall serve until title to ninety percent (90%) of lots within the Subdivision have been transferred to parties other than the Developer or until January 1, 1997, whichever occurs first. The affairs of the Association shall be managed and governed in accordance with the by-laws of the Association to be promulgated and adopted by the interim board of directors. Upon the expiration of the terms of the interim board of directors, directors of the Association shall be elected by the Association membership in accordance with the by-laws to be adopted.

The judgment of the interim board of directors in the management of the affairs of the Association shall be final and without liability to the interim board so long as such judgment is in good faith.

26. ANNEXATION

An overall preliminary plan showing all areas to be ultimately included in the Association's boundaries is on file in the office of the Developer.

27. COMMENCEMENT OF ASSESSMENT

Each lot shall commence to bear their applicable maintenance fund assessment from the earlier of the date of the contract for deed from Developer as seller to a purchaser or of the conveyance by Developer as Grantor. Lots owned by Developer are exempt from assessment. For lots owned by Developer which are re-acquired after sale by repossession or cancellation of sales contracts neither the lot nor the Developer shall be liable for unpaid assessments before the time of repossession or sales contract cancellation. The rate of assessment for an individual lot, within a calendar year, can change as the character of ownership changes. The applicable assessment for such a lot shall be prorated according to the rate required of each type of ownership.

28. EFFECT OF NON-PAYMENT OF ASSESSMENTS

Remedies of the Association. Any assessment not paid within thirty (30) days after the due date shall bear interest from the due date at the rate of ten (20) percent per annum. The Association may bring an action at law against the owner personally obliged to pay the same or foreclose the lien against the property. No owner may waive nor otherwise escape liability for the assessments provided for herein by non-use of the common area or abandonment of his lot.

29. SUBORDINATION OF LIEN

The lien of the assessment provided for herein shall be subordinate to the lien of any first mortgage. The sale or transfer of any lot shall not affect the assessment lien. However, the sale or transfer of any lot pursuant to mortgage foreclosure or any proceeding in lieu thereof, shall extinguish the lien of such

assessments as to payments which become due prior to such sale or transfer. No sale or transfer shall relieve such lot from liability of any assessments thereafter becoming due or from the lien thereof.

30. ENFORCEMENT

The Association or any owner shall have the right to enforce by any proceeding at law or in equity all restrictions, conditions, covenants, reservations, liens and charges now or hereafter imposed by the provisions of those deed restrictions. Failure by the Association or by any owner to enforce any covenant or restrictions herein shall in no event be deemed a waiver of the right to do so thereafter.

31. SEVERABILITY

Invalidation of any one of these covenants or restrictions by judgment or court order shall in no wise affect any other provisions which shall remain in full force and effect.

32 AMENDMENT TO THE ABOVE DEED RESTRICTIONS

The covenants and restrictions of this declaration shall run with and bind the land for a term of forty (40) years from the date this declaration is recorded after which time they shall be automatically extended for successive periods of ten (10) years, unless a simple majority of the then owners elect to annul the restrictions. The developer reserves the right to amend these restrictions through January 31, 1995, as he in his discretion finds it necessary for the benefit of the development or his own best interest.

WITNESS THE EXECUTION hereof on this the 7<sup>th</sup> day of February, 1986.

ATTEST:

  
Jimmy Dale Fox, Secretary

Lake Livingston Village Inc.

By:   
Dale E. Fox, President

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STATE OF TEXAS }  
COUNTY OF POLK }  
I, MARTHA JOHNSON, hereby certify that this instrument was FILED in the file number sequence on the date and at the time stamped herein by me; and was duly RECORDED in the Office of Public Records in volume and page of the named RECORDS of Polk County, Texas as stamped herein by me on

FEB 17 1987



*Martha Johnson*  
COUNTY CLERK  
POLK COUNTY, TEXAS

RECORDED  
1987 FEB 17 PM 1:21  
POLK COUNTY, TEXAS

*Martha Johnson*