

252/258

LAKE LIVINGSTON ESTATES

SECTION NO. FOUR

RESERVATIONS & RESTRICTIONS

THE STATE OF TEXAS )  
COUNTY OF POLK )

KNOW ALL MEN BY THESE PRESENTS:

THAT WE, the undersigned, being the sole owners of the lands and premises described as follows:

All of Lake Livingston Estates, Section Number Four, a subdivision of 107.40 acres of land out of the Elijah Rascliff Survey A-65, Polk County, Texas. This being the same land described by deed recorded in vol. 221, page 8

have established, and by these presents, do establish the following restrictions, on the improvements, use and sale of said property, which shall apply 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 subdivisions 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 1st, 2000 A.D. whereupon such restrictions shall terminate and cease, unless extended as hereinafter provided, to-wit:

RESERVATIONS

1. The owners, their successors and assigns hereby reserve the right, without further assent or permit from the grantee, his, her and/or its successors in title, to grant to any public utility company, municipality, water company or cable company, the right to erect, maintain, lay, remove or repaired in all roads, streets, avenues or ways on which said above described lot abuts, or upon any part of said lot at the location of owner, electric light, telephone and telegraph poles and wires, cable wires, water, sewer, and gas pipes and conduits, catch basins, surface drains, and such other customary or usual appurtenances as may from time to time in the opinion of the owner or any public utility company, water company or municipality be deemed necessary or useful in connection with the beneficial use of said roads, street, avenues and ways, and one in and on said lot hereinafter described when necessary to effectuate any of the foregoing purposes, and all claims for damages, if any, by the construction, maintenance and repair thereof, or an account of temporary or other inconvenience caused thereby against the owner, or public utility company or municipality or any of its agents or servants are hereby waived by the Grantee for his, her, their, itself, and his, her, their, its successors in title.
2. There is also reserved for use of all public utility companies an undisturbed easement five feet wide from a plane twenty feet above the ground upward, located adjacent to the said easement reserved hereby.

RESTRICTIONS

For the purpose of setting forth a substantially uniform plan of development, Owners of the said Lake Livingston Estates Section Four, Subdivision, do hereby covenant, and provide that they, their heirs, administrators, and assigns, and all parties holding title by through and under them, shall hold such lands subject to the following restrictions running with the land which shall be observed by themselves, their heirs, administrators and assigns, and shall run in favor of and be enforceable by any person who shall hereafter own any of said tracts of land above described, Save and Except, the boat launching area which shall not be in any manner restricted thereby unless specifically referred to, and further provided that Owners may select a tract for location of water well and facilities, and may from time to time select and designate such sites for commercial purposes and boat slips as the Owners hereof deem to be desirable and advantageous to the Owners hereof.

1. These covenants run with the land and shall be binding upon all parties and all persons claiming under them until August 1, 2000 A.D., at which time said covenants shall be automatically extended for successive periods of Ten (10) years unless an instrument signed by a majority of the owners of the tracts has been recorded, agreeing to change said covenants in whole or in part.
2. If the parties hereto, or any of them or their heirs, successors, or assigns shall violate or attempt to violate any of the covenants herein, it shall be lawful for the undersigned Owners, their heirs, administrators, or assigns, to enter and abate such violation without liability, or they, their heirs, administrators, or assigns, and any other persons owning any real property situated in said subdivision shall have the right to prosecute any proceeding at law or equity against the person or persons violating or attempting to violate such restrictions, and either to prevent him or them from doing, or to cause to be removed such violation, or to recover damages for such violation.
3. The violation of any restriction or covenant herein shall not operate to invalidate any mortgage, deed of trust, or other lien acquired and held in good faith against said property, or any part thereof, but such liens may be enforced against any and all property covered thereby, subject nevertheless to the restrictions herein.
4. The land to be conveyed hereunder shall be used for residential purposes only, except those lots which are designated on the official plat of said addition as being commercial lots, and except those lots which may from time to time be designated by Owner, its successors and assigns, for commercial purposes, and private boat slips.
5. No outside privies or toilets shall be permitted in this subdivision. All toilets shall be inside the houses, and prior to occupancy, the same shall be connected to a central sewage disposal system, if there is one in existence at the time serving such subdivision, but if no central sewage disposal system is in service at such time, then all toilets and all drain lines shall be connected to a septic tank at the expense of the person building on the building tract, and such septic tank shall have a field line and shall be constructed and maintained in accordance with the requirements of the State Health Department, the Trinity River Authority of Texas, and the local

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must be kept in good repair and must have paint when necessary to preserve the attractiveness thereof.

22. Only the Owner and/or occupant of lots in Lake Livingston Estates, Section Four, together with their guests when accompanied by the Owner or occupant, shall be permitted to have the use of any boat launching area or other recreational areas in said subdivision, and the use thereof shall be under the exclusive control and supervision of the Owner.

23. The following provisions, whether incorporated in each deed or not, shall be applicable to all residential lots in Lake Livingston Estates, Section Four.

24. Each lot herein conveyed is hereby subjected to an annual maintenance charge at the rate of Twenty-four (\$24.00) Dollars for each lot per year, for the purpose of creating a fund to be known as "Lake Livingston, Estate, Section Four, Maintenance Fund", to be paid by the owner of the lot, in conjunction with a like charge to be paid by the grantee of this lot, with a like charge to be paid by grantees of other lots in Lake Livingston Estates, Section Four, the same to be secured by a vendor's lien upon said lots and payable annually on the first day of January of each year, in advance, beginning January 1, 1971. Such annual charge may be adjusted from year to year by the said Owner as the needs of the property may in its judgment require, but in no event shall such charge be raised above Twenty-four (\$24.00) Dollars per year, unless raised by a majority vote of the lot owners. When a lot is bought during any part of the year, the grantee shall pay only two dollars (\$2.00) per month maintenance fee for the remainder of said year.

25. Such maintenance charge shall extend for a period of twenty-five (25) years, and shall be extended automatically for a successive period of ten years unless the owners of the majority of the lots in said addition paying such charge vote to discontinue such charge, such action to be evidenced by a written instrument, signed and acknowledged by the owners of the majority of the square feet area in the Deed Records of Polk County, Texas.

26. The owners and/or occupants of lot or lots in this subdivision shall at all times keep all weeds and grass thereon cut in a sanitary, healthful and attractive manner, and shall in no event use any lot for storage of material and equipment except for normal residential construction requirements, or permit the accumulation of garbage, trash or rubbish of any kind thereon. In the event of default on the part of the owner or occupant of any lot in this subdivision in observing the above requirements, or any of them, the Company may, without liability to the owner or occupant, in trespass or otherwise, enter upon said lot, cut or cause to be cut, such weeds and grass, and remove or cause to be removed, such garbage, trash, rubbish, etc., so as to place said lot in a neat, attractive, healthful and sanitary condition, and may either bill the owner or occupant, as the case may be, agrees by the purchase or occupation of any lot in this subdivision, to pay such statement immediately upon receipt thereof. In the event said charge is not promptly paid, Owner may at its option add all such amounts to the unpaid principal balance then owing to the owners.

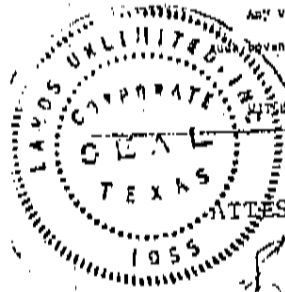
27. No building or residence on a water front lot shall ever be built upon stilts or poles of any kind, save and except any boat house adjoining the water may be built with crosscut poles or other like material.

28. Any house or other building being built on offwater lots on stilts or poles of any kind, such area beneath said building or house shall be underpinned and shall be completely enclosed from the outside of said poles.

29. It is expressly agreed and understood that the lien herein mentioned which exists to secure the payment of the said annual maintenance charge against this property, shall at all times be and remain a second and subordinate lien to any mortgage and other indebtedness, and/or deed of trust lien which may be hereafter created upon and against said property or any part thereof, and any consolidation, renewal or extensions thereof; only when said maintenance charge is paid up to its current date, and when said liens or other indebtedness is made for the purpose of paying for the costs of building on said property.

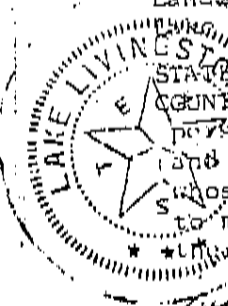
Any violation of any one or more of these covenants shall in no way affect any other covenants, restrictions or conditions, but all covenants, restrictions or conditions shall continue and remain in full force and effect.

WITNESSES OUR HANDS at Livingston, Texas, this sixth day of August, A. D. 1970.



WITTEST:  
*Sidney R. Smith*  
Sidney R. Smith, Secretary,  
Lands Unlimited, Inc. and  
Lake Livingston, Inc.

Lands Unlimited, Inc.  
BY *M. T. Potts*  
M. T. Potts, President  
Lake Livingston, Inc.  
BY *M. T. Potts*  
M. T. Potts, President



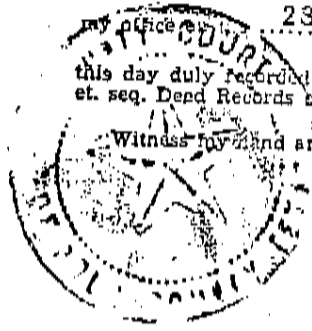
BEFORE ME, the undersigned authority, on this day personally appeared M. T. Potts, President of Lands Unlimited, Inc., and President of Lake Livingston, Inc., known to me to be the person whose name is subscribed to the foregoing instrument, and acknowledged to me that he executed the same for the purpose and considerations therein expressed, in the capacity therein stated. I give hereunder my hand, this the 6th day of August, 1970, and United States seal of office, this the 6th day of August, 1970.



*James B. Brist*  
Notary Public in and for Polk County, Texas

THE STATE OF TEXAS  
County of Polk

I hereby certify that the foregoing instrument with its certificate of authentication was filed for record in my office on the 23 day of January 1971 at 11:00 o'clock A.M. and was this day duly recorded at 10:05 o'clock A.M. in Vol. 252 Pages 258 et. seq. Dead Records of said County.



Witness my hand and official seal at office in Livingston this 2 day of February 1971.

K. W. KENNEDY  
Clerk, County Court, Polk County, Texas

By Judy McCallister Deputy

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THE STATE OF TEXAS  
 COUNTY OF POLK

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VOL: 284 PAGE 415  
 KNOW ALL MEN BY THESE PRESENTS:

THAT WE, the undersigned, being the sole owners of the lands and premises described  
 as follows: All of Lake Livingston Estates, Section Number Five, as  
 shown by Plat filed for record in:

Plat Book 5, Page 45, Record filed April 23, 1973  
 A Subdivision of 26.89 acres of land out of the  
 J. Andrews Survey Abstract No. 888 and the Elijah  
 Ratcliff Survey Abstract No. 65, Polk County Texas,  
 and being a part of the land described in Deeds re-  
 corded in Vol. 249, Page 642 and in Vol. 266, Page 581,  
 Deed records, Polk County Texas

have established, and by these presents, do establish the following restrictions,  
 on the improvements, use and sale of said property, which shall apply equally to  
 all the lots in said subdivision as herein stated, and are for the mutual pro-  
 tection and benefit of all future owners in said subdivisions 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 1st, 2000 A.D.  
 whereupon such restrictions shall terminate and cease, unless extended as herein-  
 after provided, to-wit:

#### RESERVATIONS

1. The owners, their successors and assigns hereby reserve the right, without  
 further assent or permit from the grantee, his, her and/or its successors in  
 title, to grant to any public utility company, municipality, water company or  
 cable company, the right to erect, maintain, lay, remove or repaired in all roads,  
 streets, avenues or ways on which said above described lot abuts, or upon any part  
 of said lot at the location of owner, electric light, telephone and telegraph poles  
 and wires, cable wires, water, sewer, and gas pipes and conduits, catch basins,  
 surface drains, and such other customary or usual appurtenances as may from time  
 to time in the opinion of the owner or any public utility company, water company  
 or municipality be deemed necessary or useful in connection with the beneficial use  
 of said roads, street, avenues and ways, and one in and on said lot hereinafter  
 described when necessary to effectuate any of the foregoing purposes, and all  
 claims for damages, if any, by the construction, maintenance and repair thereof,  
 or on account of temporary or other inconvenience caused thereby against the owner,  
 or public utility company or municipality or any of its agents or servants are hereby  
 waived by the Grantee for his, her, their, itself, and his, her, their, its successors  
 in title.

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2. There is also reserved for use of all public utility companies an undisputed aerial easement five feet wide from a plane twenty feet above the ground upward, located adjacent to the said easement reserved hereby.

#### RESTRICTIONS

For the purpose of setting forth a substantially uniform plan of development, Owners of the said Lake Livingston Estates Section Five, Subdivision, do hereby covenant, and provide that they, their heirs, administrators, and assigns, and all parties holding title by, through and under them, shall hold such lands subject to the following restrictions running with the land which shall be observed by themselves, their heirs, administrators and assigns, and shall run in favor of and be enforceable by any person who shall hereafter own any of said tracts of land above described, Save and Except, the boat launching area which shall not be in any manner restricted thereby unless specifically referred to, and further provided that Owners may select a tract for location of water well and facilities, and may from time to time select and designate such sites for commercial purposes and boat slips as the Owners hereof deem to be desirable and advantageous to the Owners hereof.

1. These covenants run with the land and shall be binding upon all parties and all persons claiming under them until August 1, 2000 A.D., at which time said covenants shall be automatically extended for successive periods of Ten (10) years unless an instrument signed by a majority of the owners of the tracts has been recorded, agreeing to change said covenants in whole or in part.

2. If the parties hereto, or any of them or their heirs, successors, or assigns shall violate or attempt to violate any of the covenants herein, it shall be lawful for the undersigned Owners, their heirs, administrators, or assigns, to enter and abate such violation without liability, or they, their heirs, administrators, or assigns, and any other persons owning any real property situated in said subdivision shall have the right to prosecute any proceeding at law or equity against the person or persons violating or attempting to violate such restrictions, and either to prevent him or them from doing, or to cause to be removed such violation, or to recover damages for such violation.

3. The violation of any restriction or covenant herein shall not operate to invalidate any mortgage, deed of trust, or other item acquired and held in good faith against said property, or any part thereof, but such liens may be enforced against any and all property covered thereby, subject nevertheless to the restrictions herein.

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4. The land to be conveyed hereunder shall be used for residential purposes only, except those lots which are designated on the official plat of said addition as being commercial lots, and except those lots which may from time to time be designated by Owner, its successors and assigns, for commercial purposes, and private boat slips,
5. No outside privies or toilets shall be permitted in this subdivision. All toilets shall be inside the houses, and prior to occupancy, the same shall be connected to a central sewage disposal system, if there is one in existence at the time serving such subdivision, but if no central sewage disposal system is in service at such time, then all toilets and all drain lines shall be connected to a septic tank at the expense of the person building on the building tract, and such septic tank shall have a field line and shall be constructed and maintained in accordance with the requirements of the State Health Department, the Trinity River Authority of Texas, and the local Departments of Health, and shall be maintained by the grantee at all times in proper sanitary conditions, and in accordance with applicable State and County sanitary laws, and shall be subject to the inspection and approval of such authorities. No septic tank shall be placed nearer the shore line than the distance approved by the Trinity River Authority of Texas and the State Health Department, all State agencies and the local Health Departments,
6. The drainage of sewage into a road, street, allen, ditch or any waterway either directly or indirectly is prohibited,
7. No tract other than under the above enumerated circumstances shall be used only for a single family dwelling, and a private garage for not more than two cars; and no such garage may be erected except simultaneously or subsequent to the erection of the residence,
- 7-A. No building shall be erected, placed or altered on any residential lot until the construction plans and specifications and plan showing the location of the structure have been approved by the Lake Livingston Restrictions Committee (as hereinafter established) as to compliance with the restrictions on quality of workmanship and materials, harmony of external design with existing structures, and as to location with respect to topography and finish grade elevation,
- There is hereby created the Lake Livingston Restrictions Committee, which shall be composed initially of \_\_\_\_\_, Clara Vayrecks, and J. H. Lehr. Vacancy in the Committee at any time shall be filled by the vote of the remaining members of member,
8. No building or structure shall be erected within twenty feet of any of the front line of each lot, and no building or garage shall be built within three feet of the side lines of said lot.

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9. No structure of a temporary character, trailer, basement, tent, shack, garage, barn or other outbuilding shall be used on any tract at any time as a residence, either temporarily or permanently.
10. No building may be moved upon said lot without the written permission being given by the Owner.
11. No residential structure shall be placed on a residential tract unless its living area has a minimum of eight hundred (800) square feet of floor, excluding porches and garages. The design, materials and workmanship in all buildings shall be in conformity with standards in common use by architects and builders or quality homes.
12. No noxious or offensive activity shall be carried on upon any lot or shall anything be done thereon which may be an annoyance or nuisance to the neighborhood.
13. No animals, livestock, or poultry of any kind shall be raised, bred or kept on any residential tract, except that dogs, cats, or other household pets may be kept provided that they are not kept, bred, or maintained for any commercial purposes.
14. No spiritous, vinous, or malt liquors capable of producing intoxication shall ever be sold, or offered for sale, on said premises, or any part thereof be used for illegal or immoral purposes.
15. No sign of any kind shall be displayed to the public view, except signs used by the builders to advertise the property during the construction and sales period, and a sign designating the names of the owners of said lots.
16. No oil drilling, oil development operations, oil refining, quarrying or mining operations of any kind shall be permitted upon any tract, nor shall oil wells, tanks, tunnels, mineral excavations or shafts be permitted on any tract. No derrick or other structure designed for use in boring for oil or natural gas shall be erected, maintained or permitted upon any tract.
17. No tract shall be used or maintained as a dumping ground for rubbish, trash, garbage or other wastes. Garbage and waste shall not be kept except in sanitary containers. All incinerators or other equipment for the storage or disposal of such materials shall be kept in a clean and sanitary condition.
18. No building or frame construction shall be erected on any tract unless same shall at the time of construction receive at least one coat of paint.
19. All residences shall be "dried in" within six (6) months from the date of the beginning of construction, and all such residences shall be completed within twelve (12) months from the beginning date of construction, unless such period is extended in writing by the Owner herein.

20. No boats or trailers may be parked on the roads of said subdivision.

21. Drainage structures under private driveways shall have a drainage opening of sufficient size to permit the free flow of water without back water, and shall be at least twelve (12) inches in diameter. Pipes, culverts and so forth in all residences and other buildings must be kept in good repair and must have paint when necessary to preserve the attractiveness thereof.

22. Only the Owner and/or occupant of lots in Lake Livingston Estates, Section Five, together with their guests when accompanied by the Owner or occupant, shall be permitted to have the use of any boat launching sites or other recreational areas in said subdivision, and the use thereof shall be under the exclusive control and supervision of the Owner.

23. The following provisions, whether incorporated in each deed or not, shall be applicable to all residential lots in Lake Livingston Estates, Section Five.

24. Each lot herein conveyed is hereby subjected to an annual maintenance charge at the rate of Twenty-four (\$24.00) Dollars for each lot per year, for the purpose of creating a fund to be known as "Lake Livingston, Estate, Section Five, Maintenance Fund", to be paid by the owner of the lot, in conjunction with a like charge to be paid by the grantee of this lot, with a like charge to be paid by grantee of other lots in Lake Livingston Estate, Section Five, the same to be secured by a vendor's lien upon said lots and payable annually on the first day of January of each year, in advance, beginning January 1, 1974. Such annual charge may be adjusted from year to year by the said Owner as the needs of the property may in its judgment require, but in no event shall such charge be raised above Twenty-four (\$24.00) Dollars per year, unless raised by a majority vote of the lot owners. When a lot is bought during any part of the year, the grantee shall pay only two dollars (\$2.00) per month maintenance fee for the remainder of said year.

25. Such maintenance charge shall extend for a period of twenty-five (25) years, and shall be extended automatically for a successive period of ten years unless the owners of the majority of the lots in said addition paying such charge vote to discontinue such charge, such action to be evidenced by a written instrument, signed and acknowledged by the owners of the majority of the square foot area in the Deed Records of Polk County, Texas.

26. The owners and/or occupants of lot or lots in this subdivision shall at all times keep all weeds and grass thereon out in a sanitary, healthful and attractive manner, and shall in no event use any lot for storage of material and equipment except for normal residential construction requirements, or permit the accumulation of garbage, trash or rubbish of any kind thereon. In the event of default on the



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part of the owner or occupant of any lot in this subdivision in observing the above requirements, or any of them the Company may, without liability to the owner or occupant, in trespass or otherwise, enter upon said lot, cut or cause to be cut, such weeds and grass, and remove or cause to be removed, such garbage, trash, rubbish, etc., so as to place said lot in a neat, attractive, healthful and sanitary condition, and may either bill the owner or occupant, as the case may be, agrees by the purchase or occupation of any lot in this subdivision, to pay such statement immediately upon receipt thereof. In the event said charge is not promptly paid, Owner may at its option add all such amounts to the unpaid principal balance then owing to the owner.

27. No building or residence on a water front lot shall ever be built upon stilts or poles of any kind, save and except any boat house adjoining the water may be built with creosoted poles or other like material,

28. Any house or other building being built on offwater lots on stilts or poles of any kind, such area beneath said building or house shall be underpenned and shall be completely enclosed from the outside of said poles.

29. It is expressly agreed and understood that the lien herein mentioned which exists to secure the payment of the said annual maintenance charge against this property, shall at all times be and remain a second and subordinate lien to any mechanics and materialmans lien and/or deed of trust lien which may be hereafter created upon and against said property or any part thereof, and any consolidation, renewal or extensions thereof; only when said maintenance charge is paid up to its current date, and when said liens or other indebtedness is made for the purpose of paying for the costs of building on said property.

Any violation of any one or more of these covenants shall in no way affect any other covenants, restrictions or conditions, but all such covenants, restrictions or conditions shall continue and remain in full force and effect,

WITNESS OUR HANDS at Livingston, Texas, this third day of December, 1973,

Lands Unlimited, Inc,

BY M. T. Potts  
M. T. Potts, President

ATTEST:

Sidney R. Smith  
Sidney R. Smith, Secretary  
Lands Unlimited, Inc.  
~~2222 Livingston, Texas~~

~~2222 Livingston, Texas~~

~~2222 Livingston, Texas~~

STATE OF TEXAS

COUNTY OF POLK

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BEFORE ME, the undersigned authority, on this day personally

appeared M. T. Potts, President of Lands Unlimited, Inc., known to me to be the person whose name is subscribed to the foregoing instrument, and acknowledged to me that he executed the same for the purpose and considerations therein expressed and in the capacity therein stated,

Given under my hand, this the third day of December, 1973, and under my seal of office, this the third day of December, 1973,



*[Signature]*  
Notary Public in and for Polk County, Texas

THE STATE OF TEXAS  
County of Polk

I hereby certify that the foregoing instrument with its certificate of authentication was filed for record in my office on the 6th day of December 1973 at 11:00 o'clock A.M. and was this day duly recorded at 10:35 o'clock A.M. in Vol. 284. Pages 415 et. seq. Deed Records of said County.

Witness my hand and official seal at office in Livingston this 11th day of December 1973.



K. W. KENNEDY  
Clerk, County Court, Polk County, Texas  
By *[Signature]* Deputy

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**ACKNOWLEDGMENT OF  
LLE CROWN POINT PROPERTY OWNERS ASSOCIATION  
OF AMENDMENT TO RESTRICTIONS FOR LAKE LIVINGSTON  
ESTATES SECTION 4, ANNEX D SUBDIVISION, POLK COUNTY, TEXAS**

THE STATE OF TEXAS       \*  
  \*                KNOW ALL MEN BY THESE PRESENTS:  
COUNTY OF POLK           \*

WHEREAS, LAKE LIVINGSTON, INC., being the developer that certain 6.544 acres of land situated upon the Elizah Rateliff Survey, A-65, in Polk County, Texas, as described in that certain deed recorded in volume 634, Page 344 et seq of the official records of Polk County, Texas, to deed and its recording reference is hereby made for all intents and purposes, which tract was platted and is known as "Lake Livingston Estates, Section No. Four - Annex D, ("Annex D"), and having established uniform deed restrictions, ("Original Restrictions"), for the mutual protection and benefit of all future owners in said Annex D 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 Annex A, which deed restrictions were dated August 15, 1990 and filed on September 19, 1990 at Vol. 778, page 589, et seq., Official Public Records of Polk County, Texas; and

WHEREAS, the LLE Crown Point Property Owners Association was incorporated as a non-profit corporation under the laws of the State of Texas, by Certificate of Formation filed with the Texas Secretary of State on March 7, 2009, and which POA is a property owners association as defined by the Texas Property Code, Chapters 202 and 209; and

WHEREAS, said Original Restrictions provided, under Deed Restriction No. 1 the following procedure to amend the deed restrictions:

These covenants run with the land and shall be binding upon all parties and all

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persons claiming under them until August 1, 2020 A.D. a date in which this can be revised, at which time said covenants shall be automatically extend for successive periods of ten 10 years unless a instrument signed by a majority of the owners of the tracts has been recorded, in the public records agreeing to change said covenants in whole or in part;

and

WHEREAS, there are current nine (9) lots in Annex D, owned by six (6) property owners ; and

WHEREAS, the Board of Directors of the LLE Crown Point Property Owners Association hereby certify that there are nine (9) lots in the Subdivision, Texas, owned by six (6) lot owners, with husband and wife jointly owned property considered as one property owner; and

WHEREAS, attached hereto are "Restated and Amended Restrictions for Lake Livingston Estates, Section 4, Annex D", signed by four (4) of the lot owners, being or representing more than fifty percent (50%) of the record owners of property in the Subdivision; and

WHEREAS, the majority of the record owners of the tracts in said Subdivision have signed said "Restated and Amended Restrictions for Lake Livingston Estates, Section 4, Annex D" agreeing to the Restated and Amended Restrictions, as required, in said Deed Restrictions referenced above.

NOW, THEREFORE, the LLE Crown Point Property Owners Association hereby acknowledges and files with the County Clerk of Polk County, Texas, said "Restated and Amended Restrictions for Lake Livingston Estates, Section 4, Annex D", being a written instrument signed by a majority of lot owners in the Lake Livingston Estates Section 4, Annex D Subdivision, Polk County, Texas, as required by the respective restrictions set forth above, agreeing to amend the

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restrictions as set forth by the "Restated and Amended Restrictions for Lake Livingston Estates, Section 4, Annex D".

These Amended Restrictions shall be effective as of the date of filing of this document.

EXECUTED this 14<sup>th</sup> day of March, 2009.

LLE Crown Point Property Owners Association

By: Victor C. Vitanza  
VICTOR VITANZA, President

THE STATE OF TEXAS \*

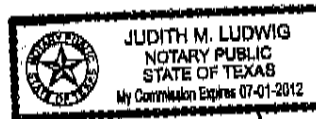
COUNTY OF POLK \*

This instrument was acknowledged before me on the 14<sup>th</sup> day March, 2009, by Victor Vitanza, President of the LLE Crown Point Property Owners Association.

Judith M. Ludwig  
Notary Public, State of Texas

After filing return to:

Travis E. Kitchens, Jr.  
Evans & Kitchens, LLP  
Lawyers  
P. O. Drawer 310  
Groveton, Texas 75845



FILED FOR RECORD

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Barbara Middleton  
COUNTY CLERK, POLK CO

State of Texas )  
County of Polk )  
I, BARBARA MIDDLETON 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 Official Public Records in Volume and Page of the marked RECORDS of Polk County, Texas as stamped herein by me.

MAR 16 2009 *CR*



Barbara Middleton  
COUNTY CLERK  
POLK COUNTY, TEXAS

2601

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**RESTATED AND AMENDED RESTRICTIONS FOR  
LAKE LIVINGSTON ESTATES, SECTION 4, ANNEX D**

THE STATE OF TEXAS \*

KNOW ALL MEN BY THESE PRESENTS:

COUNTY OF POLK \*

WHEREAS, LAKE LIVINGSTON, INC., being the developer that certain 6.544 acres of land situated upon the Elizah Ratcliff Survey, A-65, in Polk County, Texas, as described in that certain deed recorded in volume 634, Page 344 et seq of the official records of Polk County, Texas, to deed and its recording reference is hereby made for all intents and purposes, which tract was platted and is known as "Lake Livingston Estates, Section No. Four - Annex D, ("Annex D"), and having established uniform deed restrictions, ("Original Restrictions"), for the mutual protection and benefit of all future owners in said Annex D 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 Annex A, which deed restrictions were dated August 15, 1990 and filed on September 19, 1990 at Vol. 778, page 589, et seq., Official Public Records of Polk County, Texas; and

WHEREAS, the LLE Crown Point Property Owners Association ("POA") was incorporated as a non-profit corporation under the laws of the State of Texas, by Certificate of Formation filed with the Texas Secretary of State on March 7, 2009, and which POA is a property owners association as defined by the Texas Property Code, Chapters 202 and 209; and

WHEREAS, said Original Restrictions provided, under Deed Restriction No. 1 the following procedure to amend the deed restrictions:

These covenants run with the land and shall be binding upon all parties and all persons claiming under them until August 1, 2020 A.D. a date in which this can be revised, at which time said covenants shall be automatically extend for successive periods of ten 10 years unless a instrument signed by a majority of the owners of the tracts has been recorded, in the public records agreeing to change said covenants in whole or in part;

and

WHEREAS, there are current nine (9) lots in Annex D, owned by six (6) property owners (with husband and wife jointly owned property considered as one property owner);

NOW, THEREFORE, the current property owners, pursuant to Deed Restriction No. 1, hereby restate and amend the Original Deed Restrictions, which restated and amended restrictions are effective upon the filing of this document:

**RESERVATIONS**

1. The owners, their successors and assigns hereby reserve the right, without further assent or permit from the Grantee, his, her and/or its successors in title, to grant to any public utility company, municipality, water company or cable company, the right to erect, maintain, lay

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or repaired in all roads, streets, avenues or ways in which said above described lot abuts, or upon any part of said lot at the location of the owner, electric light, telephone and telegraph poles and wires, cable wires, water, sewer, and gas pipes and conduits, catch basins, surface drains, and such other customary or usual appurtenances as may from time to time in the opinion of the owner's or any public utility company, or water company or municipality be deemed necessary or useful in connection with the beneficial use of said roads streets, avenues and ways, and one in and on said lot hereinafter described when necessary to effectuate any of the foregoing purposes and all claims for damages, if any by the construction, maintenance and repair thereof, or on account of temporary or other improvements caused thereby against the owner's, or public utility company or municipality or any of it's agents or servants are hereby waived by the Grantee for his, her, their, itself, and his, her, their, it's successors in title.

2. There is also reserved for the use of public utility companies an undisputed aerial easement five feet wide from plane twenty feet above the ground upward, located adjacent to the said easement reserved hereby.

#### RESTRICTIONS

For the purpose of setting forth a substantially uniform plan of development, Owners of said Lake Livingston Estates Section Four-Annex D Subdivision, do hereby covenant, and provide that they, their heirs, administrators, and assigns, and all parties holding title by, through and under them, shall hold such lands subject to the following restrictions running with the land which shall be observed by themselves, their heirs, administrators and assigns, and shall run in favor of and be enforceable by any person who shall hereafter own any of said tracts of land above described...and further provided that owners may select a tract for location of water well and facilities, and may from time to time select and designate such sites for commercial purposes and boat slips as the owner hereof deem to be desirable and advantages to the owners hereof.

1. These covenants run with the land and shall be binding upon all parties and all persons claiming under them until August 1, 2020 A.D. a date in which this can be revised, at which time said covenants shall be automatically extend for successive periods of ten 10 years unless a instrument signed by a majority of the owners of the tracts has been recorded, in the public records agreeing to change said covenants in whole or in part. Additionally, the Property Owners Association, to be established as provided herein, shall have the right at any time hereafter to make such reasonable changes in or waivers of any or all of the above restrictions, conditions, covenants, as the Property Owners Association in its sole discretion may deem reasonably necessary or desirable, subject to the approval of the Property Owners Association's members by a majority vote (with each property owner having one (1) vote, irregardless of the number of lot(s) owned) in favor of such change in or waivers of any or all of the restrictions, conditions, and covenants, by the members of the Property Owners Association at a special or annual meeting at which a quorum is had, and at which special or annual meeting specific notice of such reasonable changes in or waivers of any or all of the above restrictions, conditions, covenants is given.
2. If the parties hereto, or any of them or their heirs, successors, or assigns shall violate any of

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these covenants herein, it shall be lawful for the undersigned owner, its heirs, administrators, or assigns, to enter and abate such violation without liability, or they, their heirs, administrators, or assigns, and any other persons owning any real property situated in said subdivisions shall have the right to prosecute any proceeding at law or equity against the person or persons or attempting to violate such restrictions, and either to prevent him or them from doing, or to cause to be removed such violation, or to recover damages for such violation.

3. The violation of any restriction or covenant herein shall not operate to invalidate any mortgage, deed of trust, or other lien acquired and held in good faith against said property, of any part thereof, but such lien may be enforced against any and all property covered thereby, subject never the less to the restriction herein.
4. The land to be conveyed hereunder shall be used for residential purpose only, except those lots which are designated on the official plat of said addition as being commercial lots, and except those lots which may be from time to time be designated by owner, its successors and assigns, for commercial purposes, and private boat slips.
5. No outside privies or toilets shall be permitted in this subdivision. All toilets shall be inside the houses, and prior to occupancy, the same shall be connected to a central sewage disposal system, if there is one in existence at the time of serving such subdivision, but if no central sewage disposal system is in service at such time, then all drain lines shall be connected to a septic tank at the expense of the person building on the building tract, and such septic tank shall have a field line and shall be constructed and maintained in accordance with the requirements of the State Health Department, The Trinity River Authority of Texas and the local Department of Health and shall be maintained by the grantee at all times in proper sanitary conditions and in accordance with applicable State and County sanitary law, and shall be subject to the inspection and approval of such authorities. No septic tank shall be placed nearer the shore line than the distance approved by the Trinity River Authority of Texas and the State Health Department, all State agencies and the Local Health Department.
6. Any tract, other than under the above enumerated circumstances, shall be used only for a single family dwelling. No building shall be erected, placed or altered on any residential lot until the construction plans, and specifications and a plan showing the location of the structure have been approved by the LLE Crown Point Property Owners Association's Architectural Control Committee (as hereinafter established and referred to herein as the "ACC"). There is hereby created the LLE Crown Point Property Owners Association's Architectural Control Committee which shall be composed of three (3) property owners in Annex D, appointed by the Board of Directors ("Board") of the LLE Crown Point Property Owners Association. No building or structure shall be erected within twenty feet of any of the front line of each lot, and no building or garage shall be built within five (5) feet of the side lines of said lot.
7. No structure of a temporary character, trailer, mobile home, modular home, manufactured housing, basement, tent, shack, garage, barn, or other outbuilding shall be used on any tract, at any time, as a residence, either temporarily or permanently, nor shall any camping, travel, or dumpster type trailer be parked, placed, abandoned or stored.



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8. No conventionally built residential structure shall be placed on a residential tract unless its living area has a minimum of 1500 square feet of floor space excluding porches and garages. No building or structure shall be erected within twenty feet of any of the front line of each lot, and no building or garage shall be built within five (5) feet of the side lines of said lot.
9. No noxious or offensive activity shall be carried on upon any lot or shall anything be done thereon which may be an annoyance or nuisance to the neighborhood. No animals, livestock, or poultry of any kind shall be raised, bred, or kept on any residential tract, except that dogs, cats, or other household pets may be kept provided that they are not kept, bred, or maintained for any commercial purposes. No spirituous, venous, or malt liquors capable of producing intoxication shall ever be sold, or offered for sale, on said premises, or any part thereof used for illegal or immoral purposes. No sign of any kind shall be displayed to the public view, except signs used by the builders to advertise the property during construction and sales period, and a sign designating the name of the owners of said lots.
10. No oil drilling, oil development operations, oil refining, quarrying or mining operations of any kind shall be permitted upon any tract, nor shall oil wells, tanks, tunnels, mineral excavations or shafts be permitted on any tract. No derrick or other structure designed for use in boring for oil or natural gas shall be erected, maintained or permitted upon any tract.
11. No tract shall be used or maintained as dumping ground for rubbish, trash, garbage or other waste.
12. No building of frame construction shall be erected on any tract unless same shall at the time of construction, receive at least two (2) coats of paint. All residences shall be "dried in" within six (6) months from the date of beginning of construction, and all residences shall be completed within twelve (12) months from the beginning date of the construction, unless such period is extended in writing by the ACC.
13. No boats or trailers may be parked on the roads of said subdivision.
14. Drainage structures under private driveways shall have a drainage opening of sufficient size to permit the free flow of water without back water, and shall be sufficient size to permit the free flow of water without back water, and shall be at least twelve (12) inches in diameter. Pipes, culverts and so forth in all residences and other buildings must be in good repair and must have paint when necessary to preserve the attractiveness thereof.
15. Only the owner and/or occupant of lots in Lake Livingston Estates, Section Four-Annex, together with their guests when accompanied by the owner or occupant, shall be permitted to have the use of any boat launching sites or other recreational areas in the Lake Livingston Estates Section 4 and 5, and any annexes thereto.
16. Property Owners Association.
  - (a) "Property Owners Association", and/or "POA", as such term is used herein, shall mean the "LLE Crown Point Property Owners Association".
  - (b) Every property owner in Annex D shall be a member of the Property Owners Association, and the Property Owners Association shall be a property owners

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association as defined by the Texas Property Code. The Board of Directors of the Property Owners 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 Property Owners Association, upon a vote by the majority of the Board of the Directors of the Property Owners 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 Property Owners Association, as well 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 owns, once such maintenance fees are payable as provided by these restrictions as 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 Property Owners 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 Property Owners Association.
- (d) Any lot owner who brings a lawsuit against the Property Owners Association alleging a violation of any duty of the Property Owners Association to enforce the deed restriction, or alleging that the Property Owners Association, or any director, officer and/or agent of the Property Owners Association, shall be liable to the Property Owners 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 Property Owners Association, and the Property Owners Association shall not be liable under any provisions hereof or thereof for any charge, assessment, breach, act or omission to act.

17. Maintenance Fees.

- (a) The owners of lots purchased in said Subdivision shall pay a Maintenance Fee the sum of One Hundred and no/100 (\$100.00) Dollars per lot, on the 1<sup>st</sup> day of January of each year, beginning on the 1<sup>st</sup> day of January, 2010, to the Property Owners 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 in favor of the POA, 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 February 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 Property Owners Association at the annual meeting of the Property Owners Association, at

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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 Twenty 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

- (c) The maintenance fund shall, to the extent available, be applied to the payment of maintenance expenses and/or construction costs incurred for any or all of the following purposes, as determined by the Board of said Associations:
- (1) lighting, constructing, improving, and maintaining streets, sidewalks, paths, parkways, esplanades, or swimming pools, if any;
  - (2) improvements of any area between curbs and sidewalks;
  - (3) collecting and disposing of garbage, ashes, rubbish and similar material as well as the maintenance of vacant lots;
  - (4) payment of legal fees and court costs of the Property Owners Association; and
  - (5) doing any other thing necessary or desirable in the opinion of the Board of said Property Owners Association to keep the property neat and in good order or which considered of general benefit to the owners or occupants of the Subdivision including any expenses incurred in enforcing any provisions of the restrictions, including any amendments thereto, on file in the County Clerk's office of Polk County, Texas.
18. Such maintenance charge shall extend until August 1, 2020 A.D. as defined in paragraph "17" and shall be extended automatically for a successive period of ten years unless the owners of the majority of owners in said addition paying such charge vote (1 vote per owner irregardless of the number of lots owned) to discontinue such charge, such action to be evidenced by a written instrument, signed and acknowledged by the owners of the majority of the lots or tracts in Annex D.
19. Lot Maintenance. (a) No lot or portion of any lot shall be used as a dumping ground for rubbish or trash, nor for storage of items or materials (except during construction of a building), and all lots shall be kept clean and free of any boxes, rubbish, trash or other debris and inoperative cars, vans, or buses.
- (b) Grass and weeds may not exceed twelve inches in height. Refrigerators and other large appliances shall not be placed outdoors.
- (c) No noxious or offensive trade or activity shall be carried on upon this property nor shall anything be done thereon which may become an annoyance or nuisance to the neighborhood such as allowing junk automobiles or excessive garbage and trash

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accumulation on the property.

(d) The developer and/or the Property Owners 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 Property Owners Association, the Property Owners 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 Property Owners Association shall have the right to judicially foreclose the lien securing such expense, legal fees and costs incurred in enforcing this restriction.

20. It is expressly agreed and understood that the lien herein mentioned which exist to secure the payment of the said annual maintenance charge against this property, shall at all times be and remain a second and subordinate lien to any mechanics and materialmans lien and/or deed of trust lien which may be hereafter created upon and against said property or any part of thereof, and any consolidation, renewal or extensions thereof; only when said maintenance charge is paid up to its current date, and when said liens or other indebtedness is made for the purpose of paying for the costs of building on said property.
21. Any violation of any one or more of these covenants shall in no way affect any other covenants, restrictions or conditions, but all such covenants, restrictions or conditions shall continue and remain in force and effect.
22. Enforcement of Deed Restrictions.
- (a) Subject to the provisions of the (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 (i) violate or attempt to violate any restriction or provision herein or (ii) suffer to be violated (with respect to the real property in which such person or entity has rights other than the rights granted by this sentence) any restriction or provision herein, it shall be lawful for the POA, and/or any person or entity, as defined hereinafter, possessing rights with respect to any real property hereunder, to prosecute any proceedings at law or in equity against any such person or entity violating, attempting to violate and/or suffering to be violated any restriction or provision herein to (i) prevent such violation, (ii) recover damages of other dues for such violation, and (iii) recover court costs and reasonable attorney's fees incurred in such proceedings. "Person or entity", as used in the immediately preceding sentence hereof, shall include, but shall not be limited to, all owners and purchasers of any real property hereunder, as well as all heirs, devisees, assignees, legal representatives and other persons or entities who acquire any of the rights (with respect to the real property hereunder) of the owner or purchaser of any real property

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hereunder.

- (b) The Property Owners 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 LLE Crown Point Property Owners 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 Property Owner 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 Property Owners Association shall not be liable nor subject to any proceeding at law or in equity on account of any violation or attempted violation of any restriction or provision herein which occurs during such time as there is in force a contract to purchase the property where such violation or attempted violation takes place.
23. 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 Property Owners Association, and the Property Owners Association shall not be liable for any such injury.

These restrictions are effective upon filing in the County Clerk of Polk County, Texas.  
Executed on this \_\_\_\_ day of March, 2009.

2009-1689-599

*Victor A. Vitanza*  
 VICTOR A. VITANZA  
 Owner of Lots 2, 1/2 of Lot 3, and 1/3 of Lot 8,  
 Annex D

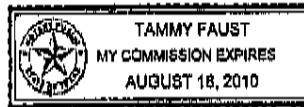
THE STATE OF TEXAS \*

COUNTY OF ~~POLK~~ **Harris**

ACKNOWLEDGED by VICTOR A. VITANZA, on this 9<sup>th</sup> day of March

2009.

*Tammy Faust*  
 NOTARY PUBLIC, STATE OF TEXAS



2009 - 1689-600

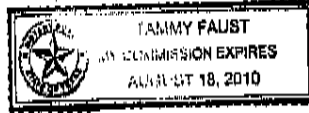
*George W. Walters*  
\_\_\_\_\_  
GEORGE W. WALTERS

*Amy Moore Walters*  
\_\_\_\_\_  
AMY MOORE WALTERS  
Owners of Lots 4, 1/2 of Lot 3, and 1/3 of Lot 8,  
Annex D

THE STATE OF TEXAS \*  
COUNTY OF ~~POLK~~ *Harris*

ACKNOWLEDGED by GEORGE W. WALTERS and AMY MOORE WALTERS, on this  
9<sup>th</sup> day of March, 2009.

*Tammy Faust*  
\_\_\_\_\_  
NOTARY PUBLIC, STATE OF TEXAS



2009-1689-601

Wallace White  
WALLACE WHITE

Brenda S. White  
BRENDA S. WHITE

Owners of Lots 5, and 1/3 of Lot 8, Annex D

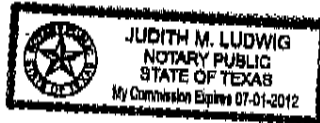
THE STATE OF TEXAS \*

COUNTY OF POLK \*

ACKNOWLEDGED by WALLACE WHITE and BRENDA S. WHITE, on this 12<sup>th</sup> day of

December, 2009.

Judith M. Ludwig  
NOTARY PUBLIC, STATE OF TEXAS





2009-1689-602

*O.R. Norwood*  
O. R. NORWOOD

*Patricia Norwood*  
PATRICIA NORWOOD  
Owners of Lot6, Annex D

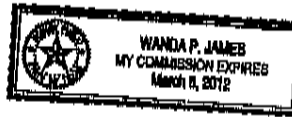
THE STATE OF TEXAS \*

COUNTY OF MONTGOMERY \*

ACKNOWLEDGED by O.R.NORWOOD AND PATRICIA NORWOOD, on this 11<sup>th</sup> day  
of March, 2009

NOTARY PUBLIC, STATE OF TEXAS

*Wanda P. James*



2009 - 1689 - 603

*James N. Robertson*  
\_\_\_\_\_  
JAMES N. ROBERTSON

*Sharon Robertson*  
\_\_\_\_\_  
SHARON ROBERTSON

Owners of Lot 7, Annex D

THE STATE OF TEXAS \*

COUNTY OF POLK \*

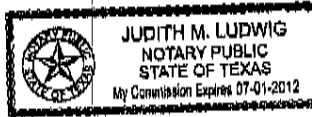
ACKNOWLEDGED by JAMES N. ROBERTSON and SHARON ROBERTSON, on this

12<sup>th</sup> day of March, 2009.

*Judith M. Ludwig*  
\_\_\_\_\_  
NOTARY PUBLIC, STATE OF TEXAS

After Filing return to:

Travis E. Kitchens, Jr.  
Evans & Kitchens, LLP ✓  
Lawyers  
P. O. Drawer 310  
Groveton, Texas 75845



State of Texas }  
County of Polk }  
I, BARBARA MIDDLETON 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 Official  
Public Records in Volume and Page of the named RECORDS of  
Polk County, Texas as stamped herein by me.

MAR 16 2009

*CKP*



*Barbara Middleton*  
\_\_\_\_\_  
COUNTY CLERK  
POLK COUNTY, TEXAS

FILED FOR RECORD  
2009 MAR 16 AM 8:18

*Barbara Middleton*  
\_\_\_\_\_  
COUNTY CLERK, POLK CO

2009 - 1696 - 098

4121

**FIRST AMENDED RESTATED AND  
 AMENDED RESTRICTIONS FOR LAKE LIVINGSTON  
ESTATES SECTION 4, ANNEX D, SUBDIVISION, POLK COUNTY, TEXAS**

THE STATE OF TEXAS           \*  
   \*  
 COUNTY OF POLK               \*               KNOW ALL MEN BY THESE PRESENTS:  
   \*

WHEREAS, LAKE LIVINGSTON, INC., being the developer that certain 6.544 acres of land situated upon the Elizah Ratcliff Survey, A-65, in Polk County, Texas, as described in that certain deed recorded in Volume 634, Page 344, et. seq., the Official Public Records of Polk County, Texas, reference to said deed and its recording reference is hereby made for all intents and purposes, which tract was platted and is known as "Lake Livingston Estates, Section No. Four - Annex D", (referenced herein as the "Subdivision" and/or "Annex D"), and having established uniform deed restrictions, (referenced herein as the "Original Restrictions"), for the mutual protection and benefit of all future owners in said Annex D 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 Annex D, which Original Restrictions were dated August 15, 1990 and filed on September 19, 1990, at Vol. 778, page 589, et seq., Official Public Records of Polk County, Texas; and

WHEREAS, the LLE Crown Point Property Owners Association (referred herein as the "POA", the "Property Owners Association", and/or the "Association"), was incorporated as a non-profit corporation under the laws of the State of Texas, by Certificate of Formation filed with the Texas Secretary of State on March 7, 2009, and which POA is a property owners association as defined by the Texas Property Code, Chapters 202 and 209; and

WHEREAS, said Original Restrictions provided, under Deed Restriction No. 1 the following procedure to amend the deed restrictions:

These covenants run with the land and shall be binding upon all parties and all persons claiming under them until August 1, 2020 A.D. a date in which this can be revised, at which time said covenants shall be automatically extended for successive periods of Ten (10) years unless an instrument signed by a majority of the owners of the tracts has been recorded, agreeing to change said covenants in whole or in part;  
 and

WHEREAS, by that certain "Acknowledgment of LLE Crown Point Property Owners Association of Amendment to Restrictions for Lake Livingston Estates Section 4, Annex D Subdivision, Polk County, Texas", filed on March 16, 2009 at Vol. 2009-1689, pages 588, et seq., Official Public Records, Polk County, Texas, the Association acknowledged that more than fifty percent (50%) of the record owners of property in Annex D, as required by the Original Restrictions, has signed a written instrument, entitled "Restated and Amended Restrictions for Lake Livingston Estates, Section 4, Annex D", (referenced herein as "Restated and Amended Restrictions"), agreeing

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to amend the Original Restrictions for Annex D, which Restated and Amended Restrictions was then filed at Vol. 2009-1689, pages 591, et seq., Official Public Records, Polk County, Texas; and

WHEREAS, the Restated and Amended Restrictions provided the following method for amendment to the deed restrictions under Deed Restriction No. 1:

1. These covenants run with the land and shall be binding upon all parties and all persons claiming under them until August 1, 2020 A.D. a date in which this can be revised, at which time said covenants shall be automatically extended for successive periods of ten 10 years unless an instrument signed by a majority of the owners of the tracts has been recorded, in the public records agreeing to change said covenants in whole or in part. Additionally, the Property Owners Association, to be established as provided herein, shall have the right at any time hereafter to make such reasonable changes in or waivers of any or all of the above restrictions, conditions, covenants, as the Property Owners Association in its sole discretion may deem reasonably necessary or desirable, subject to the approval of the Property Owners Association's members by a majority vote (with each property owner having one (1) vote, irregardless of the number of lot(s) owned) in favor of such change in or waivers of any or all of the restrictions, conditions, and covenants, by the members of the Property Owners Association at a special or annual meeting at which a quorum is had, and at which special or annual meeting specific notice of such reasonable changes in or waivers of any or all of the above restrictions, conditions, covenants is given.

WHEREAS, there are currently nine (9) lots in Annex D, owned by six (6) property owners (with husband and wife jointly owned property considered as one property owner);

NOW, THEREFORE, a majority of the current property owners, as evidenced by their signature hereto, and pursuant to Deed Restriction No. 1, hereby agree to these "First Amended Restated and Amended Restrictions for Lake Livingston Estates Section 4, Annex D Subdivision, Polk County, Texas", said amended Restrictions being effective upon the filing of this document:

#### RESTRICTIONS

For the purpose of setting forth a substantially uniform plan of development, Owners of said Lake Livingston Estates Section Four-Annex D Subdivision, do hereby covenant, and provide that they, their heirs, administrators, and assigns, and all parties holding title by, through and under them, shall hold such lands subject to the following restrictions running with the land which shall be observed by themselves, their heirs, administrators and assigns, and shall run in favor of and be enforceable by any person who shall hereafter own any of said tracts of land above described.., and further provided that owners may select a tract for location of water well and facilities, and may from time to time select and designate such sites for commercial purposes and boat slips as the owner hereof deem to be desirable and advantages to the owners hereof.

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1. These covenants run with the land and shall be binding upon all parties and all persons claiming under them until August 1, 2020 A.D. a date in which this can be revised, at which time said covenants shall be automatically extended for successive periods of ten 10 years unless an instrument signed by a majority of the owners of the tracts has been recorded, in the public records agreeing to change said covenants in whole or in part. Additionally, the Property Owners Association, to be established as provided herein, shall have the right at any time hereafter to make such reasonable changes in or waivers of any or all of the above restrictions, conditions, covenants, as the Property Owners Association in its sole discretion may deem reasonably necessary or desirable, subject to the approval of the Property Owners Association's members by a majority vote (with each property owner having one (1) vote, irregardless of the number of lot(s) owned) in favor of such change in or waivers of any or all of the restrictions, conditions, and covenants, by the members of the Property Owners Association at a special or annual meeting at which a quorum is had, and at which special or annual meeting specific notice of such reasonable changes in or waivers of any or all of the above restrictions, conditions, covenants is given.
2. If the parties hereto, or any of them or their heirs, successors, or assigns shall violate any of these covenants herein, it shall be lawful for the undersigned owner, its heirs, administrators, or assigns, to enter and abate such violation without liability, or they, their heirs, administrators, or assigns, and any other persons owning any real property situated in said subdivisions shall have the right to prosecute any proceeding at law or equity against the person or persons or attempting to violate such restrictions, and either to prevent him or them from doing, or to cause to be removed such violation, or to recover damages for such violation.
3. The violation of any restriction or covenant herein shall not operate to invalidate any mortgage, deed of trust, or other lien acquired and held in good faith against said property, of any part thereof, but such lien may be enforced against any and all property covered thereby, subject never the less to the restriction herein.
4. The lots in Annex D shall be used for single-family residential purposes only. 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 \_\_\_ 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. Rental or lease of the lot and residence shall not relieve the property owner from compliance with these Deed Restrictions.
5. No outside privies or toilets shall be permitted in this subdivision. All toilets shall be inside the houses, and prior to occupancy, the same shall be connected to a central sewage disposal system, if there is one in existence at the time of serving such subdivision, but if no central sewage disposal system is in service at such time, then all drain lines shall be connected to a septic tank at the expense of the person building on the building tract, and such septic tank shall have a field line and shall be constructed and maintained in accordance with the

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- requirements of the State Health Department, The Trinity River Authority of Texas and the local Department of Health and shall be maintained by the grantee at all times in proper sanitary conditions and in accordance with applicable State and County sanitary law, and shall be subject to the inspection and approval of such authorities. No septic tank shall be placed nearer the shore line than the distance approved by the Trinity River Authority of Texas and the State Health Department, all State agencies and the Local Health Department.
6. Any tract, other than under the above enumerated circumstances, shall be used only for a single family dwelling. No building shall be erected, placed or altered on any residential lot until the construction plans, and specifications and a plan showing the location of the structure have been approved by the LLE Crown Point Property Owners Association's Architectural Control Committee (as hereinafter established and referred to herein as the "ACC"). There is hereby created the LLE Crown Point Property Owners Association's Architectural Control Committee which shall be composed of three (3) property owners in Annex D, appointed by the Board of Directors ("Board") of the LLE Crown Point Property Owners Association. No building or structure shall be erected within twenty feet of any of the front line of each lot, and no building or garage shall be built within five (5) feet of the side lines of said lot.
  7. No structure of a temporary character, trailer, mobile home, modular home, manufactured housing, basement, tent, shack, garage, barn, or other outbuilding shall be used on any tract, at any time, as a residence, either temporarily or permanently, nor shall any camping, travel, or dumpster type trailer be parked, placed, abandoned or stored.
  8. No conventionally built residential structure shall be placed on a residential tract unless its living area has a minimum of 1500 square feet of floor space excluding porches and garages. No building or structure shall be erected within twenty feet of any of the front line of each lot, and no building or garage shall be built within five (5) feet of the side lines of said lot.
  9. No noxious or offensive activity shall be carried on upon any lot or shall anything be done thereon which may be an annoyance or nuisance to the neighborhood. No animals, livestock, or poultry of any kind shall be raised, bred, or kept on any residential tract, except that dogs, cats, or other household pets may be kept provided that they are not kept, bred, or maintained for any commercial purposes. No spirituous, venous, or malt liquors capable of producing intoxication shall ever be sold, or offered for sale, on said premises, or any part thereof used for illegal or immoral purposes. No sign of any kind shall be displayed to the public view, except signs used by the builders to advertise the property during construction and sales period, and a sign designating the name of the owners of said lots.
  10. No oil drilling, oil development operations, oil refining, quarrying or mining operations of any kind shall be permitted upon any tract, nor shall oil wells, tanks, tunnels, mineral excavations or shafts be permitted on any tract. No derrick or other structure designed for use in boring for oil or natural gas shall be erected, maintained or permitted upon any tract.
  11. No tract shall be used or maintained as dumping ground for rubbish, trash, garbage or other waste.
  12. No building of frame construction shall be erected on any tract unless same shall at the time

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of construction, receive at least two (2) coats of paint. All residences shall be "dried in" within six (6) months from the date of beginning of construction, and all residences shall be completed within twelve (12) months from the beginning date of the construction, unless such period is extended in writing by the ACC.

13. No boats or trailers may be parked on the roads of said subdivision.
14. Drainage structures under private driveways shall have a drainage opening of sufficient size to permit the free flow of water without back water, and shall be sufficient size to permit the free flow of water without back water, and shall be at least twelve (12) inches in diameter. Pipes, culverts and so forth in all residences and other buildings must be in good repair and must have paint when necessary to preserve the attractiveness thereof.
15. Only the owner and/or occupant of lots in Lake Livingston Estates, Section Four-Annex , together with their guests when accompanied by the owner or occupant, shall be permitted to have the use of any boat launching sites or other recreational areas in the Lake Livingston Estates Section 4 and 5, and any annexes thereto.
16. Property Owners Association.
  - (a) "Property Owners Association", and/or "POA", as such term is used herein, shall mean the "LLE Crown Point Property Owners Association".
  - (b) Every property owner in Annex D shall be a member of the Property Owners Association, and the Property Owners Association shall be a property owners association as defined by the Texas Property Code. The Board of Directors of the Property Owners 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 Property Owners Association, upon a vote by the majority of the Board of the Directors of the Property Owners 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 Property Owners Association, as well 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 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 Property Owners 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 Property Owners Association.
  - (d) Any lot owner who brings a lawsuit against the Property Owners Association alleging a violation of any duty of the Property Owners Association to enforce the deed restriction, or alleging any claims and/or causes of action against the Property Owners Association, or any director, officer and/or agent of the Property Owners Association, shall be liable to the Property Owners Association for any legal fees and

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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 Property Owners Association, and the Property Owners Association shall not be liable under any provisions hereof or thereof for any charge, assessment, breach, act or omission to act.

17. Maintenance Fees.

- (a) The owners of lots purchased in said Subdivision shall pay a Maintenance Fee the sum of One Hundred and no/100 (\$100.00) Dollars per lot, on the 1<sup>st</sup> day of January of each year, beginning on the 1<sup>st</sup> day of January, 2010, to the Property Owners 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 in favor of the Property Owners Association, 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 February 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 Property Owners Association at the annual meeting of the Property Owners 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 established by the original restrictions shall remain in full force and effect.
- (c) The maintenance fund shall, to the extent available, be applied to the payment of maintenance expenses and/or construction costs incurred for any or all of the following purposes, as determined by the Board of said Associations:
- (1) lighting, constructing, improving, and maintaining streets, sidewalks, paths, parkways, esplanades, or swimming pools, if any;
  - (2) improvements of any area between curbs and sidewalks;
  - (3) collecting and disposing of garbage, ashes, rubbish and similar material as well as the maintenance of vacant lots;
  - (4) payment of legal fees and court costs of the Property Owners Association; and
  - (5) doing any other thing necessary or desirable in the opinion of the



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Board of said Property Owners Association to keep the property neat and in good order or which considered of general benefit to the owners or occupants of the Subdivision including any expenses incurred in enforcing any provisions of the restrictions, including any amendments thereto, on file in the County Clerk's office of Polk County, Texas.

18. Such maintenance charge shall extend until August 1, 2020 A.D. as defined in paragraph "17" and shall be extended automatically for a successive period of ten years unless the owners of the majority of owners in said addition paying such charge vote (1 vote per owner regardless of the number of lots owned) to discontinue such charge, such action to be evidenced by a written instrument, signed and acknowledged by the owners of the majority of the lots or tracts in Annex D.
19. Lot Maintenance. (a) No lot or portion of any lot shall be used as a dumping ground for rubbish or trash, nor for storage of items or materials (except during construction of a building), and all lots shall be kept clean and free of any boxes, rubbish, trash or other debris and inoperative cars, vans, or buses.
  - (b) Grass and weeds may not exceed twelve inches in height. Refrigerators and other large appliances shall not be placed outdoors.
  - (c) No noxious or offensive trade or activity shall be carried on upon this property nor shall anything be done thereon which may become an annoyance or nuisance to the neighborhood such as allowing junk automobiles or excessive garbage and trash accumulation on the property.
  - (d) The developer and/or the Property Owners 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 Property Owners Association, the Property Owners 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 Property Owners Association shall have the right to judicially foreclose the lien securing such expense, legal fees and costs incurred in enforcing this restriction.
20. It is expressly agreed and understood that the lien herein mentioned which exists to secure the payment of the said annual maintenance charge against this property, shall at all times be and remain a second and subordinate lien to any mechanics and materialmans lien and/or deed of trust lien which may be hereafter created upon and against said property or any part thereof, and any consolidation, renewal or extensions thereof; only when said maintenance charge is paid up to its current date, and when said liens or other indebtedness is made for

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the purpose of paying for the costs of building on said property.

21. Any violation of any one or more of these covenants shall in no way affect any other covenants, restrictions or conditions, but all such covenants, restrictions or conditions shall continue and remain in force and effect.
22. Enforcement of Deed Restrictions.
  - (a) Subject to the provisions of the (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 (i) violate or attempt to violate any restriction or provision herein or (ii) suffer to be violated (with respect to the real property in which such person or entity has rights other than the rights granted by this sentence) any restriction or provision herein, it shall be lawful for the POA, and/or any person or entity, as defined hereinafter, possessing rights with respect to any real property hereunder, to prosecute any proceedings at law or in equity against any such person or entity violating, attempting to violate and/or suffering to be violated any restriction or provision herein to (i) prevent such violation, (ii) recover damages of other dues for such violation, and (iii) recover court costs and reasonable attorney's fees incurred in such proceedings. "Person or entity", as used in the immediately preceding sentence hereof, shall include, but shall not be limited to, all owners and purchasers of any real property hereunder, as well as all heirs, devisees, assignees, legal representatives and other persons or entities who acquire any of the rights (with respect to the real property hereunder) of the owner or purchaser of any real property hereunder.
  - (b) The Property Owners 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 LLE Crown Point Property Owners 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 Property Owner 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 Property Owners Association shall not be liable nor subject to any proceeding at law or in equity on account of any violation or attempted violation of any restriction or provision herein which occurs during such time as there is in force a contract to purchase the property where such violation or attempted violation takes place.

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- 23. 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 Property Owners Association, and the Property Owners Association shall not be liable for any such injury.

No change is intended for the "Reservations" set forth in the Restated and Amended Restrictions.

These First Amended Restated and Amended Restrictions are effective upon filing in the County Clerk Records of Polk County, Texas.

EXECUTED on the dates of our respective acknowledgments.

\_\_\_\_\_  
LEE P. METZGER

\_\_\_\_\_  
SHAREN L. METZGER

Owners of Lots 1 and 9, Annex D

THE STATE OF TEXAS \*

COUNTY OF POLK \*

ACKNOWLEDGED by LEE P. METZGER and SHAREN L. METZGER, on this \_\_\_\_ day of \_\_\_\_\_, 2009.

\_\_\_\_\_  
NOTARY PUBLIC, STATE OF TEXAS

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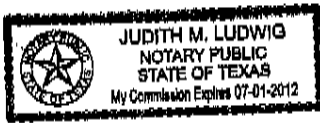
*Victor A. Vitanza*  
VICTOR A. VITANZA  
Owner of Lots 2, 1/2 of Lot 3, and 1/3 of Lot 8,  
Annex D

THE STATE OF TEXAS \*

COUNTY OF POLK \*

ACKNOWLEDGED by VICTOR A. VITANZA, on this 25<sup>th</sup> day of August,  
2009.

*Judith M. Ludwig*  
NOTARY PUBLIC, STATE OF TEXAS



\*\*\*\*\*

*George W. Walters*  
GEORGE W. WALTERS

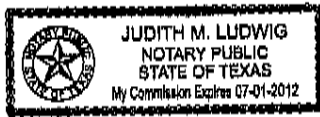
*Amy Moore Walters*  
AMY MOORE WALTERS  
Owners of Lots 4, 1/2 of Lot 3, and 1/3 of Lot 8,  
Annex D

THE STATE OF TEXAS \*

COUNTY OF POLK \*

ACKNOWLEDGED by GEORGE W. WALTERS and AMY MOORE WALTERS, on this  
25<sup>th</sup> day of August, 2009.

*Judith M. Ludwig*  
NOTARY PUBLIC, STATE OF TEXAS



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Wallace White  
WALLACE WHITE

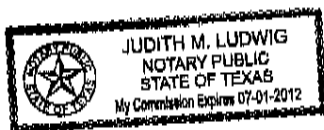
Brenda S. White  
BRENDA S. WHITE

Owners of Lots 5, and 1/3 of Lot 8, Annex D

THE STATE OF TEXAS \*

COUNTY OF POLK \*

ACKNOWLEDGED by WALLACE WHITE and BRENDA S. WHITE, on this 21<sup>st</sup> day of August, 2009.



Judith M. Ludwig  
NOTARY PUBLIC, STATE OF TEXAS

\*\*\*\*\*

\_\_\_\_\_  
O. R. NORWOOD

\_\_\_\_\_  
PATRICIA NORWOOD  
Owners of Lot 6, Annex D

THE STATE OF TEXAS \*

COUNTY OF POLK \*

ACKNOWLEDGED by O. R. NORWOOD and PATRICIA NORWOOD, on this \_\_\_ day of \_\_\_\_\_, 2009.

\_\_\_\_\_  
NOTARY PUBLIC, STATE OF TEXAS

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*James N Robertson*  
JAMES N. ROBERTSON

*Sharon Robertson*  
SHARON ROBERTSON

Owners of Lot 7, Annex D

THE STATE OF TEXAS \*

COUNTY OF POLK \*

ACKNOWLEDGED by JAMES N. ROBERTSON and SHARON ROBERTSON, on this  
*21st* day of *April*, 2009.

*Judith M. Ludwig*  
NOTARY PUBLIC, STATE OF TEXAS

After Filing return to:

Travis E. Kitchens, Jr.  
Evans & Kitchens, LLP  
Lawyers  
P. O. Drawer 310  
Groveton, Texas 75845



FILED FOR RECORD

2009 APR 27 AM 10: 53

*Schelana Walker*  
SCHELANA WALKER  
COUNTY CLERK

State of Texas )  
County of Polk )  
I, SCHELANA WALKER hereby certify that this instrument  
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.

APR 27 2009



*Schelana Walker*  
COUNTY CLERK  
POLK COUNTY, TEXAS