

**LAKE LIVINGSTON ESTATES SECTION I  
DEED RESTRICTIONS**

The Grantees for their heirs, executors, administrators and assigns, covenant and agree to and with the Grantor, its successors and assigns as follows:

1. The land hereby conveyed shall be used for the purpose of one private single family residence and appropriate uses accessory thereto. No buildings shall be erected on any one lot except one private single family house and garage appurtenant thereto, and no such garage may be erected except simultaneously with or subsequent to erection of the residence. No building or structure shall be erected within twenty feet of any of the front lines of said lot, but if the lot fronts on the lake no building or structure shall be so located that the closest point thereof shall be nearer than twenty feet from the one hundred thirty-five above sea level line of said lot and within five feet of any of the side lines of said lot; on corner lots the building or structure shall face the street upon which the lot fronts. No structure shall be erected or placed on said lot unless built of solid, permanent materials, with pleasing exterior. No structure shall have tar paper, roll-brick siding or similar materials on the outside walls. Outside materials for pitched roofs shall be asphalt shingles or their equivalent. All structures must comply with government laws and regulations, and if any restrictions or conditions herein do not comply there-with it shall not be construed as a waiver by the Grantor of compliance with such laws, and regulations. No privies or outside toilet facilities shall be constructed or maintained on any lot, and any sewage disposal system shall be of a type approved or recommended by the State and Local Department of Health, and shall be maintained by the Grantees at all times in a proper sanitary condition and in accordance with applicable State and County Sanitation Laws. All plumbing and drains must be connected with watertight septic tanks of approved construction. No septic tank shall be placed within fifty feet of the shore line. No sign of any description may be erected or placed on any portion of the land without the express written approval of the Grantor, its successors or assigns. No tent trailer or out-building shall ever be erected or maintained on the tract and no garage or basement shall at any time be used as a temporary or permanent residence. Any structure constructed on said lot shall be completed within one year from the date of commencement or construction thereof, and shall contain not less than four hundred square feet of floor space exclusive of porches and garage.
2. The land to be conveyed hereunder shall be used for residential Purposes, except those lots which may, from time to time, be designated by the Grantor, its successors or assigns, for business, recreational or commercial purposes.
3. No animals shall be kept or maintained on the premises except customary household pets.

4. The foregoing restrictions shall be deemed and considered covenants running with the hereinabove described lot and shall be binding upon the Grantees' heirs, executors, administrators and assigns. The Grantor reserves the right to make such reasonable changes in the hereinabove restrictions as Grantor may deem reasonable, necessary or desirable.
5. The Grantor, for itself, its successors and assigns, hereby reserves the right without further assent or permit from Grantees, their successors in title, to itself, or to grant to any public utility company, municipality or water company the right to erect and lay or cause or permit to be erected, laid, maintained, removed or repaired in all roads, streets, avenues or ways on which said above described lot abuts, electric light, telephone and telegraph poles and wires; water, sewer and gas pipes and conduits; catch basins, surface drains and other such customary or usual appurtenances as may from time to time in the opinion of Grantor or any public utility company, water company or municipality be deemed necessary or useful in connection with the beneficial use of said roads, streets, avenues and ways, and also in and on said lot hereinabove 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 Grantor, or any public utility company or municipality of any or its agents or servants are hereby waived by the Grantees for their successors in title. The lots, ways or all alleys referred to above are meant to include those either developed or to be developed at Lake Livingston Estates Addition. Section 1 reserves title to the streets and alleys and reserves the right to dedicate such streets and alleys to the use of the public.
6. The title to all designated as launching sites property is expressly retained by the Grantor.
7. If this lot or lots of ground border on water, the lot or lots of ground conveyed shall not convey any riparian rights to the Grantees, but on the contrary Grantor reserves for itself, its successors and assigns any and all riparian rights.
8. Failure to enforce any restriction, condition, covenant or agreement herein contained shall in no event be deemed a waiver of a right to do so thereafter, as to the same breach or as to one occurring prior or subsequently thereto, and invalidation of any one of these covenants, or part thereof, by judgement of court order shall in no wise affect any of the other provisions, or part thereof, which shall remain in full force and effect, and any written approval by the Grantor, its successors and assigns, of any act shall be subject to any Municipal, County, State or Federal rules, regulations or laws.

FILED FOR RECORD  
 2011 SEP 12 PM 2:43

*Schelana Walker*  
 SCHELANA WALKER  
 POLK COUNTY

State of Texas )  
 County of Polk, )  
 I, SCHELANA WALKER hereby certify that this instrument was FILED in the No number sequence on the date and at the time stipulated hereon by me and was duly RECORDED in the Official Public Records in Volume and Page of the named RECORDS OF Polk County, Texas as stamped hereon by me.

SEP 12 2011

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*Schelana Walker*  
 COUNTY CLERK  
 POLK COUNTY, TEXAS

8489 7854

2011 - 1812 - 997

2011 - 1815 - 465

**LAKE LIVINGSTON ESTATES SECTION I  
DEED RESTRICTIONS**

The Grantees for their heirs, executors, administrators and assigns, covenant and agree to and with the Grantor, its successors and assigns as follows:

1. The land hereby conveyed shall be used for the purpose of one private single family residence and appropriate uses accessory thereto. No buildings shall be erected on any one lot except one private single family house and garage appurtenant thereto, and no such garage may be erected except simultaneously with or subsequent to erection of the residence. No building or structure shall be erected within twenty feet of any of the front lines of said lot, but if the lot fronts on the lake no building or structure shall be so located that the closest point thereof shall be nearer than twenty feet from the one hundred thirty-five above sea level line of said lot and within five feet of any of the side lines of said lot; on corner lots the building or structure shall face the street upon which the lot fronts. No structure shall be erected or placed on said lot unless built of solid, permanent materials, with pleasing exterior. No structure shall have tar paper, roll-brick siding or similar materials on the outside walls. Outside materials for pitched roofs shall be asphalt shingles or their equivalent. All structures must comply with government laws and regulations, and if any restrictions or conditions herein do not comply there-with it shall not be construed as a waiver by the Grantor of compliance with such laws, and regulations. No privies or outside toilet facilities shall be constructed or maintained on any lot, and any sewage disposal system shall be of a type approved or recommended by the State and Local Department of Health, and shall be maintained by the Grantees at all times in a proper sanitary condition and in accordance with applicable State and County Sanitation Laws. All plumbing and drains must be connected with watertight septic tanks of approved construction. No septic tank shall be placed within fifty feet of the shore line. No sign of any description may be erected or placed on any portion of the land without the express written approval of the Grantor, its successors or assigns. No tent trailer or out-building shall ever be erected or maintained on the tract and no garage or basement shall at any time be used as a temporary or permanent residence. Any structure constructed on said lot shall be completed within one year from the date of commencement or construction thereof, and shall contain not less than four hundred square feet of floor space exclusive of porches and garage.
2. The land to be conveyed hereunder shall be used for residential Purposes, except those lots which may, from time to time, be designated by the Grantor, its successors or assigns, for business, recreational or commercial purposes.
3. No animals shall be kept or maintained on the premises except customary household pets.

2011 - 1812 - 998

2011 - 1815 - 466

4. The foregoing restrictions shall be deemed and considered covenants running with the hereinabove described lot and shall be binding upon the Grantees' heirs, executors, administrators and assigns. The Grantor reserves the right to make such reasonable changes in the hereinabove restrictions as Grantor may deem reasonable, necessary or desirable.
5. The Grantor, for itself, its successors and assigns, hereby reserves the right without further assent or permit from Grantees, their successors in title, to itself, or to grant to any public utility company, municipality or water company the right to erect and lay or cause or permit to be erected, laid, maintained, removed or repaired in all roads, streets, avenues or ways on which said above described lot abuts, electric light, telephone and telegraph poles and wires; water, sewer and gas pipes and conduits; catch basins, surface drains and other such customary or usual appurtenances as may from time to time in the opinion of Grantor or any public utility company, water company or municipality be deemed necessary or useful in connection with the beneficial use of said roads, streets, avenues and ways, and also in and on said lot hereinabove 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 Grantor, or any public utility company or municipality of any or its agents or servants are hereby waived by the Grantees for their successors in title. The lots, ways or all alleys referred to above are meant to include those either developed or to be developed at Lake Livingston Estates Addition. Section 1 reserves title to the streets and alleys and reserves the right to dedicate such streets and alleys to the use of the public.
6. The title to all designated as launching sites property is expressly retained by the Grantor.
7. If this lot or lots of ground border on water, the lot or lots of ground conveyed shall not convey any riparian rights to the Grantees, but on the contrary Grantor reserves for itself, its successors and assigns any and all riparian rights.
8. Failure to enforce any restriction, condition, covenant or agreement herein contained shall in no event be deemed a waiver of a right to do so thereafter, as to the same breach or as to one occurring prior or subsequently thereto, and invalidation of any one of these covenants, or part thereof, by judgement of court order shall in no wise affect any of the other provisions, or part thereof, which shall remain in full force and effect, and any written approval by the Grantor, its successors and assigns, of any act shall be subject to any Municipal, County, State or Federal rules, regulations or laws.

FILED FOR RECORD  
2011 SEP 12 PM 2:43

*Schelana Walker*  
SCHELANA WALKER  
POLK COUNTY CLERK

State of Texas )  
County of Polk )  
I, SCHELANA WALKER hereby certify that this instrument  
was FILED in the file number sequence on the date and at the time  
stamped hereon by me and was duly RECORDED in the Official  
Public Records in Volume and Page of the named RECORDS OF  
Polk County, Texas as stamped hereon by me.

SEP 12 2011



*Schelana Walker*  
COUNTY CLERK  
POLK COUNTY, TEXAS

2011 - 1815 - 467

Lake Livingston Estates Section 1 Community Club

By: T. J. Hayes, Jr.

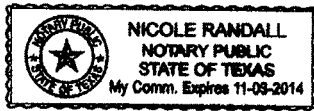
Printed Name: T. J. Hayes, Jr.

Title: Building Committee Chairman

THE STATE OF TEXAS

COUNTY OF POLK

This instrument was acknowledged before me on the 30<sup>th</sup> day of September, 2011, by Thomas J. Hayes Jr., Building Committee Chairman of Lake Livingston Estates Section 1 Community Club, a Texas non-profit corporation, on behalf of said corporation.



Nicole Randall  
Notary Public, State of Texas

AFTER RECORDING, PLEASE RETURN TO:  
Lake Livingston Estates Section 1 Community Club  
152 Lakeview Dr. S  
Livingston, Texas 77351  
Attention: T. J. Hayes, Jr.

FILED FOR RECORD  
2011 SEP 30 PM 2:20

Schelana Walker  
SCHELANA WALKER  
POLK COUNTY CLERK

State of Texas }  
County of Polk }  
I, SCHELANA WALKER hereby certify that this instrument was FILED in the file number sequence on the date and at the time stamped hereon by me and was duly RECORDED in the Official Public Records in Volume and Page of the named RECORDS OF Polk County, Texas as shown hereon by me.

SEP 30 2011



Schelana Walker  
COUNTY CLERK  
POLK COUNTY, TEXAS

**RESERVATIONS, RESTRICTIONS AND COVENANTS FOR  
LAKE LIVINGSTON ESTATES SECTION 1 SUBDIVISION POLK COUNTY, TEXAS**

THE STATE OF TEXAS\*

\*KNOW ALL MEN BY THESE PRESENTS:

COUNTY OF POLK\*

WHEREAS, Lake Livingston Estates Section 1 Community Club, with its principal office in Livingston, Polk County, Texas, (hereinafter called "Community Club"), being the record owner of the Deed Restrictions of certain tract of land which has heretofore been platted into for that certain subdivision known as "Lake Livingston Estates Section 1 Subdivision", in Polk County, Texas, according to the plat of said subdivision recorded in the office of the County Clerk of Polk County, Texas, after having been approved as provided by law, and being filed under county Clerk's File No. \_\_\_\_\_ and recorded in the Official Public Records of Polk County, Texas, at Volume \_\_\_\_Page\_\_\_\_, reference to which is hereby made for all purposes; and

WHEREAS said Community Club desires to create and carry out a uniform plan and scheme for the improvement, development, construction and sale of property in said Lake Livingston Estates Section 1 Subdivision, and to provide for the quality of workmanship and materials of buildings in the subdivision so that any new construction will be in harmony of external design with existing structures, the Community Club does hereby adopt, establish, promulgate and impress the following Reservations, Restrictions and Covenants, which shall be and are hereby made applicable to the Subdivision:

**A. Reservations**

1. "Community Club", as such term is used herein, shall mean Lake Livingston Estates Section 1 Community Club and/or any person or entity to whom Lake Livingston Estates Section 1 Community Club may hereafter, from time to time, by document(s) recorded in the Office of County Clerk, Polk, Texas, assign any or all of the rights or powers of the Community Club hereunder, and or any successive assignees of such rights or powers.
2. From this date forward, perpetual easements are reserved for the installations and maintenance of utilities and all necessary appurtenances thereto, whether installed in the air, upon the surface or underground, along side lot lines (other than street lines) of all lots and/or tracts. Nothing shall be placed or permitted to remain within the easement areas which may damage or interfere with the installation or maintenance of utilities. The easement area of each lot and all improvements within it shall be maintained by the owner or purchaser of the lot, except for those improvements for which an authority or utility company is responsible.

Utility companies and their employees and agents shall have all of the rights and benefits necessary or convenient for the full enjoyment of the rights herein granted, including, but not limited to, the free right of ingress to and egress from said right-of-way and easement, and the right from time to time to cut all trees, undergrowth and other obstructions that may injure, endanger or interfere with the installation, maintenance or operation of such utilities.

3. The Title to the designated launch site and park property is expressly owned and retained by the Community Club.
4. The property designated as the launch area borders on water and does not convey any riparian rights to the property owners, but on the contrary the Community Club reserves for itself, its successors and assignees any and all riparian rights.

#### **B. Restrictions and Covenants**

1. **Applicability:** Each Contract, Deed, and/or Deed of Trust which may be hereafter executed with respect to any property in the Subdivision shall be deemed and held to have been executed, delivered, and accepted subject to all of the provisions of this instrument, including, without limitation, the Reservations, Restrictions and Covenants herein set forth regardless of whether or not any of such provisions are set forth in said Contract, Deed or conditions, covenants and assessments are, and shall be, deemed and considered covenants running with the herein above described lots, and same shall be binding upon the lot owners and their heirs, executors, and administrators and assigns.
2. **GRANDFATHER CLAUSE:** The aforesaid covenants and restrictions, together with covenants of warranty in the deeds of conveyance of lots in said subdivision shall be and constitute all of the obligations undertaken and limitations imposed upon lots and structures within said subdivision. Any prior covenant and restrictions which are not consistent with the aforesaid covenant and restrictions are null and void. Structures which exist prior to the adoption of these revisions shall be exempted from enforcement of any new building requirements and these deed restrictions.
3. **Dedication:** The streets and roads shown on said recorded plat are dedicated to the use of the public. The utility easements shown thereon are dedicated subject to the reservations hereinafter set forth.
4. **Single-Family Residential Use Only:**
  - (a) The lots in such Subdivision shall be used for single-family residential purposes only, except those lots which are designated on the official plat of said subdivision as being commercial lots, and except those lots which may from time to time be designated by the Community Club for business, recreational, or commercial purposes.
  - (b) Any exception for business or commercial purposes shall contain an agreement upon the part of the lot owner that no business shall create retail traffic or be offensive or an

- eye sore such as a chicken processing plant, or junkyard, repair shop, etc., or any business that will devalue property in the vicinity thereof.
- (c) The term "residential purposes" as used herein shall be held and construed to exclude hospitals, clinics, nursing homes, halfway houses, duplex houses, apartment houses, boarding houses, hotels and all other commercial uses as all such uses of said property are hereby expressly prohibited. Rental or lease of the lot and the residence thereon for any period of time less than 180 days shall be prohibited. Any rental or lease shall provide, in writing, that the renter or lessee has received a copy of the Deed restrictions and agrees to be bound by same and comply with all Deed Restrictions.
  - (d) Rental or lease of the lot and residence shall not relieve the property owner from compliance with these Deed Restrictions.
5. Building Committee:
- (a) The Building Committee composed of three (3) members appointed by the Officers of the Community Club to protect the owner of lots hereunder against such improper use of lots as will depreciate the value of their property; to preserve, so far as practical, the natural beauty of said property; to guard against the erection thereon of poorly designed or proportioned structures and structures built of improper or unsuitable materials; to obtain harmonious architectural schemes; to insure the highest and best development of said property; to secure and maintain proper setbacks from streets and adequate free spaces between structures; and, in general, to provide adequately for a high type of quality of improvements in said property; and thereby to enhance the value of investments made by purchasers of lots therein.
  - (b) No building, fence, or other structure or improvements shall be erected, placed or altered on any lot until two copies of the construction plans and specifications (including specifications of all exterior and roofing materials, a plan showing the proposed location of the structure and such other matters as such Building Committee may reasonably request) have been submitted to and approved in writing by the Building Committee in all respects, including, but not limited to, harmony of external design with existing structures and locations with respect to topography and finish grade elevation. If such construction, placement or alteration is not commenced within eight (8) months of such approval, the approval shall be null and void unless an extension is granted in writing. The Building Committee may from time to time establish the process for approval of plans and specifications by issuing guide lines, forms, instructions and the like which must be completed by the property owner and submitted to the Building Committee thirty (30) days in advance of construction commencement.
  - (c) Any building, structure or improvement commenced upon any lot shall be completed as to exterior finish and appearance within one (1) year from the commencement date.
  - (d) No building exceeding two (2) stories in height, with a maximum height of thirty-five (35) feet from the ground level to the roof peak, shall be erected or placed on any lot except as approved by the Building Committee.
  - (e) Except as may be provided for in these Restrictions, and/or any waiver or approval by the Building Committee, Federal State and local laws applies to all construction, alteration, remodeling, enlargement, and repair of all structures built in the Subdivision.



6. Construction Requirements:
- (a) No building shall be erected or maintained thereon other than a private residence (with a minimum floor area of 1000 square feet on all lots hereunder), a storage building (with minimum floor area of 100 square feet), a private garage and a private boathouse for sole use of the purchaser of such lot. The minimum floor area requirements stated hereinabove are exclusive of porches, stoops, open or closed carports, patios and garages. Mobile homes shall not be allowed in the subdivision.
  - (b) No used existing home shall be moved onto, placed on, or permitted to remain on any lot.
  - (c) All construction must be of new material, except materials used for antique decorative effect if such use is approved in writing by the Building Committee.
  - (d) No tar type roof or siding materials will be used on any structure and no corrugated galvanized tin roof or siding materials will be used. Architectural asphalt shingles, engineered steel roof or equivalent materials may be used as acceptable roofing materials.
  - (e) No natural drainage shall be altered, nor shall any drainage ditch, culvert, or drainage structure of any kind be installed or altered, nor shall any driveway, curb or other such impediment to the free flow of water be installed or altered, without prior written consent of the Building Committee.
  - (f) Culverts for driveways on lots shall be mandatory (unless otherwise approved by the Building Committee and shall be a minimum of eighteen feet (18') in length. Types of culverts will be permitted if they are commonly used by the Texas State Department of Highways or approved by the Precinct One County Commissioner.
  - (g) No building material of any kind or character shall be placed or stored upon any tract until the owner is ready to commence construction and then such material shall be placed within the property lines of the tract or parcel of land upon which the improvements are to be erected, and shall not be placed in the streets.
7. Fences: Fences shall be permitted to extend to lot lines, but without impairment of the easements reserved and granted in these restrictions. No razor wire or barbwire fencing is allowed.
8. Set Back Lines: No building or structure, other than a fence, shall be located nearer to the side street line than five (5) feet or nearer the side lot line or rear lot line than five (5) feet. "Side lot line", as used in this paragraph, in respect to any two or more contiguous whole and/or person or persons and used as a single building site, shall thereafter mean, respectively, each and/or either of the two outermost side lot lines, considering said contiguous whole and/or fractional lots as one lot. No building or structure shall be located nearer to the front lot line than twenty (20) feet and on the lake side must be located twenty feet (20 ft.) from the 135 foot above sea level line in accordance with TRA requirements.
9. No Temporary Dwellings:
- (a) Subject to the remaining provisions of this paragraph, no shack or any outbuilding (other than a private boathouse, garage, or storage building complying with these restrictions) shall be erected or placed on any lot, and no boathouse, garage or storage building erected on any lot shall at any time be used as a dwelling, temporarily or permanently.
  - (b) Temporary camping equipment cannot be left on a lot unattended for more than fourteen (14) days. No camper trailers or travel trailers shall be used as a permanent residence.

10. **Plumbing and Sanitation:**
- (a) No outside toilet or privy shall be erected or maintained on any lot hereunder. The materials installed in, and the means and method of assembly of, all sanitary plumbing, and septic systems, shall conform with the requirements of the health department of the State of Texas and The Trinity River Authority (TRA) or the local authorities having jurisdiction.
  - (b) All residences must be connected to the Central Water System.
11. **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.
  - (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) Property that is abandoned or that is in a state of abandonment that is not properly maintained and creates a safety hazard, health hazard or a refuge for varmints, will not be tolerated. These type properties are dangerous and are a nuisance to other property owners and also devalue other properties in the subdivision.
  - (e) Restriction violations: the property owners shall be given thirty (30) days written 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, the Community Club shall have the right to correct such deed restriction violation, and invoice the cost of such correction to the property owner.
12. **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, playground, park area, fishing pier, boat ramp or property of said subdivision or Community Club, and the Community Club shall not be liable for any such injury.
13. **Pets:** No animals other than household pets shall be kept on any lot. Any household pets allowed shall not be raised or maintained on the property in such manner, or with such lack of care as to cause offensive odors or noises, or so as to otherwise be a nuisance or annoyance, or be raised for commercial purposes. Dogs shall be permitted only if continuously contained by leash or within a fenced area. If dogs are not on a leash the owner must accompany and be in control of the dog. If dogs defecate on others property or in the park area, it must be picked up and properly disposed of by owner. No one will be allowed to keep livestock or poultry on property.

14. **Transport Vehicles:** Commercial vehicles with tonnage in excess of one (1) ton shall not be permitted to park on the streets, driveways, or lots overnight unless approved by an officer of the Community Club. No vehicle of any size which normally transports inflammatory or explosive cargo may be kept in the Subdivision at anytime. Travel trailers and motor homes are exempted.
15. **Lake Livingston Estates Section 1 Community Club:**
- (a) Lake Livingston Estates Section 1 Community Club, and/or "Community Club", as such term is used herein, shall mean the "Lake Livingston Estates Section 1 Community Club", or such other non-profit organization as may be established by the Community Club to exercise the rights and duties set forth in these restrictions.
  - (b) Every property owner in Lake Livingston Estates Section 1 Subdivision is encouraged to be a member of the Lake Livingston Estates Section 1 Community Club. The Officers of the Community Club 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 Community Club, upon a vote by the majority of the Members of the community Club at the duly called meeting of the Board at which a quorum of members is present, against any lot owner who is delinquent in these restrictions, and Bylaws of the Community Club, as well for enforcement of any other deed restriction violation.
  - (c) Any lot owner delinquent in payment of any membership dues applicable to the lots he/she owns, due on the record date of any meeting, as determined by the Bylaws of the Community Club, 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 Community Club.
  - (d) Any lot owner who brings a lawsuit against the Community Club alleging a violation of any duty of the Community Club to enforce the deed restrictions, or alleging that the Community Club or any director, officer and/or of the Community Club, shall be liable to the Community Club for any legal fees and costs incurred in defending such lawsuit. 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 Community Club and the Community Club shall not be liable under any provisions hereof or thereof for any charge, assessment, breach, act or omission to act.
16. **Membership Dues:**
- (a) The owners of lots purchased in said Subdivision, which are members of the Community Club, shall pay Membership Dues in the sum of one hundred twenty dollars (\$120.00) per membership, on the 1st day of April of each year, beginning on the 1st day of April, 2015, to the Lake Livingston Estates Section 1 Community Club. These dues can also be paid in increments of Ten Dollars (\$10.00) per month. These funds will be used for the up keep of Subdivision roads, park & boat launch area, bulkheads, fishing pier and payment of utilities, insurance, TRA permits and taxes as set out in the plat of said

subdivision, the general administrative cost and/or fees, accounting legal or other professional fees necessary to operate the Community Club or to administer duties of said club.

- (b) The amount of the annual membership fee may be adjusted as shall be determined by a majority vote of the members, represented in person or by proxy, of the Community Club at the annual meeting of the Community Club, 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 membership dues 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 membership 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 dollars (\$120.00) per year. Said membership dues are required to maintain Community Club membership. Property owners who are not Community club members will not have access/use of the Subdivision park and boat launch area.
- (c) The membership dues funds 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 Membership
- (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, if any;
  - (3) the construction of clubhouse facilities, ramps, boat landings, boat basins and other similar recreation facilities on areas so reserved by Community Club;
  - (4) payment of legal fees and court costs of the Community Club and
  - (5) doing any other thing reasonable, necessary or desirable in the opinion of the Officers of said Community Club to keep the property neat and in good order or which is 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.

17. Enforcement of Deed Restrictions:

- (a) Subject to the provisions of subsection (d) of this paragraph, if any person or entity, as defined hereinafter, whether or not lawfully in possession of any real property hereunder, shall either (1) violate or attempt to violate any restriction or provision herein or (2) suffer to be violated (with respect to the real property in which such person or entity has rights other than the rights granted by this sentence) any restriction or provision herein, it shall be lawful for Polk County, Lake Livingston Estates Section 1 Community Club and/or any person or entity, as defined hereinafter, possessing rights with respect to any real property hereunder, to prosecute any proceedings at law or in equity against any such person or entity violating, attempting to violate and/or suffering to be violated any restriction or provision herein to (1) prevent such violation, (2) recover damages resulting from such violation, and (3) recover court costs and reasonable attorney's fees incurred in such proceedings. "Person or entity", as used in the immediately preceding sentence

- hereof, shall include, but shall not be limited to, all owners and purchasers of any real property hereunder, as well as all heirs, devisees, assignees, legal representatives and other persons or entities who acquire any of the rights (with respect to the real property hereunder) of the owner or purchaser of any real property hereunder.
- (b) The Community Club has the right, but not the exclusive duty, to take action to enforce any violation of these deed restrictions.
  - (c) Neither the Building Committee, nor the members of said Committee, nor the directors nor officers of the Community Club, 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 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 Community Club shall not be liable or subject to any proceeding at law or in equity on account of any violation or attempted violation of any restriction or provision herein which occurs during such time as there is in force a contract to purchase the property where such violation or attempted violation takes place.
18. **Duration and Amendment:** The provisions hereof, including the Reservations, Restrictions and Covenants herein set shall be deemed and considered covenants running with the herein above described lots and shall be binding upon the lot owners and their heirs, executors, and administrators and assigns, and all persons or parties claiming under it until December 31, 2016, 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 then lot owners of the tract has been recorded in the records of the County Clerk of Polk County, Texas agreeing to change said covenants in whole or in part. Additionally, the Community Club, 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 Community Club in its sole discretion may deem reasonable, necessary or desirable, subject to the approval of the Community Club's members by a *majority fifty one percent (51%) vote* in favor of such change in or waivers of any or all of the restrictions, conditions, and covenants, by the members of the Community Club 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.
19. **Partial Invalidity and Severability:**
- (a) It is understood that no act or omission upon the part of any party hereto or any person hereafter acquiring an interest in said property by, through, or under same shall ever be construed as a waiver of the operation or enforcement of these covenants and restrictions, and easements.
  - (b) In the event any portion of the provisions hereof shall become or be held invalid, whether by reason of abandonment, waiver, estoppels, judicial decision or otherwise, such partial invalidity shall not affect, alter or impair any other provision hereof, which was not thereby held invalid; and such provisions, including Restrictions, Reservations and Covenants shall remain in full force and effect, binding in accordance with their terms.

These restrictions are effective upon filing in the County Clerk of Polk County, Texas.

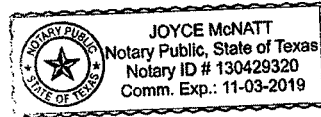
Executed on this 3rd day of February, 2016.

*[Handwritten signature]*

THE STATE OF TEXAS \*  
COUNTY OF POLK \*

ACKNOWLEDGED by Joyce McNatt on this 3rd day of February 2016

NOTARY PUBLIC, STATE OF TEXAS



FILED FOR RECORD  
2016 FEB -3 PM 3:56

*Schelana Hock*  
SCHELANA HOCK  
COUNTY CLERK

STATE OF TEXAS )  
COUNTY OF POLK )  
I, SCHELANA HOCK hereby certify that the instrument was FILED in  
the file number sequence on the date and at the time stamped hereon by  
me and was duly RECORDED in the Official Public Records in Volume  
and Page of the named RECORDS OF Polk County, Texas as stamped  
hereon by me.

FEB 03 2016

*AL*  
  
*Schelana Hock*  
COUNTY CLERK  
POLK COUNTY, TEXAS

**RESERVATIONS, RESTRICTIONS AND COVENANTS FOR  
LAKE LIVINGSTON ESTATES SECTION 1 SUBDIVISION POLK COUNTY, TEXAS**

THE STATE OF TEXAS\*

\*KNOW ALL MEN BY THESE PRESENTS:

COUNTY OF POLK\*

WHEREAS, Lake Livingston Estates Section 1 Community Club, with its principal office in Livingston, Polk County, Texas, (hereinafter called "Community Club"), being the record owner of the Deed Restrictions of certain tract of land which has heretofore been platted into for that certain subdivision known as "Lake Livingston Estates Section 1 Subdivision", in Polk County, Texas, according to the plat of said subdivision recorded in the office of the County Clerk of Polk County, Texas, after having been approved as provided by law, and being filed under county Clerk's File No. \_\_\_\_\_ and recorded in the Official Public Records of Polk County, Texas, at Volume \_\_\_Page\_\_\_, reference to which is hereby made for all purposes; and

WHEREAS said Community Club desires to create and carry out a uniform plan and scheme for the improvement, development, construction and sale of property in said Lake Livingston Estates Section 1 Subdivision, and to provide for the quality of workmanship and materials of buildings in the subdivision so that any new construction will be in harmony of external design with existing structures, the Community Club does hereby adopt, establish, promulgate and impress the following Reservations, Restrictions and Covenants, which shall be and are hereby made applicable to the Subdivision:

**A. Reservations**

1. "Community Club", as such term is used herein, shall mean Lake Livingston Estates Section 1 Community Club and/or any person or entity to whom Lake Livingston Estates Section 1 Community Club may hereafter, from time to time, by document(s) recorded in the Office of County Clerk, Polk, Texas, assign any or all of the rights or powers of the Community Club hereunder, and or any successive assignees of such rights or powers.
2. From this date forward, perpetual easements are reserved for the installations and maintenance of utilities and all necessary appurtenances thereto, whether installed in the air, upon the surface or underground, along side lot lines (other than street lines) of all lots and/or tracts. Nothing shall be placed or permitted to remain within the easement areas which may damage or interfere with the installation or maintenance of utilities. The easement area of each lot and all improvements within it shall be maintained by the owner or purchaser of the lot, except for those improvements for which an authority or utility company is responsible.

Utility companies and their employees and agents shall have all of the rights and benefits necessary or convenient for the full enjoyment of the rights herein granted, including, but not limited to, the free right of ingress to and egress from said right-of-way and easement, and the right from time to time to cut all trees, undergrowth and other obstructions that may injure, endanger or interfere with the installation, maintenance or operation of such utilities.

3. The Title to the designated launch site and park property is expressly owned and retained by the Community Club.
4. The property designated as the launch area borders on water and does not convey any riparian rights to the property owners, but on the contrary the Community Club reserves for itself, its successors and assignees any and all riparian rights.

#### **B. Restrictions and Covenants**

1. **Applicability:** Each Contract, Deed, and/or Deed of Trust which may be hereafter executed with respect to any property in the Subdivision shall be deemed and held to have been executed, delivered, and accepted subject to all of the provisions of this instrument, including, without limitation, the Reservations, Restrictions and Covenants herein set forth regardless of whether or not any of such provisions are set forth in said Contract, Deed or conditions, covenants and assessments are, and shall be, deemed and considered covenants running with the herein above described lots, and same shall be binding upon the lot owners and their heirs, executors, and administrators and assigns.
2. **GRANDFATHER CLAUSE:** The aforesaid covenants and restrictions, together with covenants of warranty in the deeds of conveyance of lots in said subdivision shall be and constitute all of the obligations undertaken and limitations imposed upon lots and structures within said subdivision. Any prior covenant and restrictions which are not consistent with the aforesaid covenant and restrictions are null and void. Structures which exist prior to the adoption of these revisions shall be exempted from enforcement of any new building requirements and these deed restrictions.
3. **Dedication:** The streets and roads shown on said recorded plat are dedicated to the use of the public. The utility easements shown thereon are dedicated subject to the reservations hereinafter set forth.
4. **Single-Family Residential Use Only:**
  - (a) The lots in such Subdivision shall be used for single-family residential purposes only, except those lots which are designated on the official plat of said subdivision as being commercial lots, and except those lots which may from time to time be designated by the Community Club for business, recreational, or commercial purposes.
  - (b) Any exception for business or commercial purposes shall contain an agreement upon the part of the lot owner that no business shall create retail traffic or be offensive or an



eye sore such as a chicken processing plant, or junkyard, repair shop, etc., or any business that will devalue property in the vicinity thereof.

- (c) The term "residential purposes" as used herein shall be held and construed to exclude hospitals, clinics, nursing homes, halfway houses, duplex houses, apartment houses, boarding houses, hotels and all other commercial uses as all such uses of said property are hereby expressly prohibited. Rental or lease of the lot and the residence thereon for any period of time less than 180 days shall be prohibited. Any rental or lease shall provide, in writing, that the renter or lessee has received a copy of the Deed restrictions and agrees to be bound by same and comply with all Deed Restrictions.
- (d) Rental or lease of the lot and residence shall not relieve the property owner from compliance with these Deed Restrictions.

5. Building Committee:

- (a) The Building Committee composed of three (3) members appointed by the Officers of the Community Club to protect the owner of lots hereunder against such improper use of lots as will depreciate the value of their property; to preserve, so far as practical, the natural beauty of said property; to guard against the erection thereon of poorly designed or proportioned structures and structures built of improper or unsuitable materials; to obtain harmonious architectural schemes; to insure the highest and best development of said property; to secure and maintain proper setbacks from streets and adequate free spaces between structures; and, in general, to provide adequately for a high type of quality of improvements in said property; and thereby to enhance the value of investments made by purchasers of lots therein.
- (b) No building, fence, or other structure or improvements shall be erected, placed or altered on any lot until two copies of the construction plans and specifications (including specifications of all exterior and roofing materials, a plan showing the proposed location of the structure and such other matters as such Building Committee may reasonably request) have been submitted to and approved in writing by the Building Committee in all respects, including, but not limited to, harmony of external design with existing structures and locations with respect to topography and finish grade elevation. If such construction, placement or alteration is not commenced within eight (8) months of such approval, the approval shall be null and void unless an extension is granted in writing. The Building Committee may from time to time establish the process for approval of plans and specifications by issuing guide lines, forms, instructions and the like which must be completed by the property owner and submitted to the Building Committee thirty (30) days in advance of construction commencement.
- (c) Any building, structure or improvement commenced upon any lot shall be completed as to exterior finish and appearance within one (1) year from the commencement date.
- (d) No building exceeding two (2) stories in height, with a maximum height of thirty-five (35) feet from the ground level to the roof peak, shall be erected or placed on any lot except as approved by the Building Committee.
- (e) Except as may be provided for in these Restrictions, and/or any waiver or approval by the Building Committee, Federal State and local laws applies to all construction, alteration, remodeling, enlargement, and repair of all structures built in the Subdivision.

6. Construction Requirements:
- (a) No building shall be erected or maintained thereon other than a private residence (with a minimum floor area of 1000 square feet on all lots hereunder), a storage building (with minimum floor area of 100 square feet), a private garage and a private boathouse for sole use of the purchaser of such lot. The minimum floor area requirements stated hereinabove are exclusive of porches, stoops, open or closed carports, patios and garages. Mobile homes shall not be allowed in the subdivision.
  - (b) No used existing home shall be moved onto, placed on, or permitted to remain on any lot.
  - (c) All construction must be of new material, except materials used for antique decorative effect if such use is approved in writing by the Building Committee.
  - (d) No tar type roof or siding materials will be used on any structure and no corrugated galvanized tin roof or siding materials will be used. Architectural asphalt shingles, engineered steel roof or equivalent materials may be used as acceptable roofing materials.
  - (e) No natural drainage shall be altered, nor shall any drainage ditch, culvert, or drainage structure of any kind be installed or altered, nor shall any driveway, curb or other such impediment to the free flow of water be installed or altered, without prior written consent of the Building Committee.
  - (f) Culverts for driveways on lots shall be mandatory (unless otherwise approved by the Building Committee and shall be a minimum of eighteen feet (18') in length. Types of culverts will be permitted if they are commonly used by the Texas State Department of Highways or approved by the Precinct One County Commissioner.
  - (g) No building material of any kind or character shall be placed or stored upon any tract until the owner is ready to commence construction and then such material shall be placed within the property lines of the tract or parcel of land upon which the improvements are to be erected, and shall not be placed in the streets.
7. Fences: Fences shall be permitted to extend to lot lines, but without impairment of the casements reserved and granted in these restrictions. No razor wire or barbwire fencing is allowed.
8. Set Back Lines: No building or structure, other than a fence, shall be located nearer to the side street line than five (5) feet or nearer the side lot line or rear lot line than five (5) feet. "Side lot line", as used in this paragraph, in respect to any two or more contiguous whole and/or person or persons and used as a single building site, shall thereafter mean, respectively, each and/or either of the two outermost side lot lines, considering said contiguous whole and/or fractional lots as one lot. No building or structure shall be located nearer to the front lot line than twenty (20) feet and on the lake side must be located twenty feet (20 ft.) from the 135 foot above sea level line in accordance with TRA requirements.
9. No Temporary Dwellings:
- (a) Subject to the remaining provisions of this paragraph, no shack or any outbuilding (other than a private boathouse, garage, or storage building complying with these restrictions) shall be erected or placed on any lot, and no boathouse, garage or storage building erected on any lot shall at any time be used as a dwelling, temporarily or permanently.
  - (b) Temporary camping equipment cannot be left on a lot unattended for more than fourteen (14) days. No camper trailers or travel trailers shall be used as a permanent residence.

10. **Plumbing and Sanitation:**
- (a) No outside toilet or privy shall be erected or maintained on any lot hereunder. The materials installed in, and the means and method of assembly of, all sanitary plumbing, and septic systems, shall conform with the requirements of the health department of the State of Texas and The Trinity River Authority (TRA) or the local authorities having jurisdiction.
  - (b) All residences must be connected to the Central Water System.
11. **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.
  - (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) Property that is abandoned or that is in a state of abandonment that is not properly maintained and creates a safety hazard, health hazard or a refuge for varmints, will not be tolerated. These type properties are dangerous and are a nuisance to other property owners and also devalue other properties in the subdivision.
  - (e) Restriction violations: the property owners shall be given thirty (30) days written 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, the Community Club shall have the right to correct such deed restriction violation, and invoice the cost of such correction to the property owner.
12. **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, playground, park area, fishing pier, boat ramp or property of said subdivision or Community Club, and the Community Club shall not be liable for any such injury.
13. **Pets:** No animals other than household pets shall be kept on any lot. Any household pets allowed shall not be raised or maintained on the property in such manner, or with such lack of care as to cause offensive odors or noises, or so as to otherwise be a nuisance or annoyance, or be raised for commercial purposes. Dogs shall be permitted only if continuously contained by leash or within a fenced area. If dogs are not on a leash the owner must accompany and be in control of the dog. If dogs defecate on others property or in the park area, it must be picked up and properly disposed of by owner. No one will be allowed to keep livestock or poultry on property.

14. **Transport Vehicles:** Commercial vehicles with tonnage in excess of one (1) ton shall not be permitted to park on the streets, driveways, or lots overnight unless approved by an officer of the Community Club. No vehicle of any size which normally transports inflammatory or explosive cargo may be kept in the Subdivision at anytime. Travel trailers and motor homes are exempted.
15. **Lake Livingston Estates Section 1 Community Club:**
- (a) Lake Livingston Estates Section 1 Community Club, and/or "Community Club", as such term is used herein, shall mean the "Lake Livingston Estates Section 1 Community Club", or such other non-profit organization as may be established by the Community Club to exercise the rights and duties set forth in these restrictions.
  - (b) Every property owner in Lake Livingston Estates Section 1 Subdivision is encouraged to be a member of the Lake Livingston Estates Section 1 Community Club. The Officers of the Community Club 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 Community Club, upon a vote by the majority of the Members of the community Club at the duly called meeting of the Board at which a quorum of members is present, against any lot owner who is delinquent in these restrictions, and Bylaws of the Community Club, as well for enforcement of any other deed restriction violation.
  - (c) Any lot owner delinquent in payment of any membership dues applicable to the lots he/she owns, due on the record date of any meeting, as determined by the Bylaws of the Community Club, 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 Community Club.
  - (d) Any lot owner who brings a lawsuit against the Community Club alleging a violation of any duty of the Community Club to enforce the deed restrictions, or alleging that the Community Club or any director, officer and/or of the Community Club, shall be liable to the Community Club for any legal fees and costs incurred in defending such lawsuit. 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 Community Club and the Community Club shall not be liable under any provisions hereof or thereof for any charge, assessment, breach, act or omission to act.
16. **Membership Dues:**
- (a) The owners of lots purchased in said Subdivision, which are members of the Community Club, shall pay Membership Dues in the sum of one hundred twenty dollars (\$120.00) per membership, on the 1st day of April of each year, beginning on the 1st day of April, 2015, to the Lake Livingston Estates Section 1 Community Club. These dues can also be paid in increments of Ten Dollars (\$10.00) per month. These funds will be used for the up keep of Subdivision roads, park & boat launch area, bulkheads, fishing pier and payment of utilities, insurance, TRA permits and taxes as set out in the plat of said

subdivision, the general administrative cost and/or fees, accounting legal or other professional fees necessary to operate the Community Club or to administer duties of said club.

- (b) The amount of the annual membership fee may be adjusted as shall be determined by a majority vote of the members, represented in person or by proxy, of the Community Club at the annual meeting of the Community Club, 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 membership dues 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 membership 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 dollars (\$120.00) per year. Said membership dues are required to maintain Community Club membership. Property owners who are not Community club members will not have access/use of the Subdivision park and boat launch area.
  - (c) The membership dues funds 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 Membership
    - (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, if any;
    - (3) the construction of clubhouse facilities, ramps, boat landings, boat basins and other similar recreation facilities on areas so reserved by Community Club;
    - (4) payment of legal fees and court costs of the Community Club and
    - (5) doing any other thing reasonable, necessary or desirable in the opinion of the Officers of said Community Club to keep the property neat and in good order or which is 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.
17. Enforcement of Deed Restrictions:
- (a) Subject to the provisions of subsection (d) of this paragraph, if any person or entity, as defined hereinafter, whether or not lawfully in possession of any real property hereunder, shall either (1) violate or attempt to violate any restriction or provision herein or (2) suffer to be violated (with respect to the real property in which such person or entity has rights other than the rights granted by this sentence) any restriction or provision herein, it shall be lawful for Polk County, Lake Livingston Estates Section 1 Community Club and/or any person or entity, as defined hereinafter, possessing rights with respect to any real property hereunder, to prosecute any proceedings at law or in equity against any such person or entity violating, attempting to violate and/or suffering to be violated any restriction or provision herein to (1) prevent such violation, (2) recover damages resulting from such violation, and (3) recover court costs and reasonable attorney's fees incurred in such proceedings. "Person or entity", as used in the immediately preceding sentence

- hereof, shall include, but shall not be limited to, all owners and purchasers of any real property hereunder, as well as all heirs, devisees, assignees, legal representatives and other persons or entities who acquire any of the rights (with respect to the real property hereunder) of the owner or purchaser of any real property hereunder.
- (b) The Community Club has the right, but not the exclusive duty, to take action to enforce any violation of these deed restrictions.
  - (c) Neither the Building Committee, nor the members of said Committee, nor the directors nor officers of the Community Club, 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 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 Community Club shall not be liable or subject to any proceeding at law or in equity on account of any violation or attempted violation of any restriction or provision herein which occurs during such time as there is in force a contract to purchase the property where such violation or attempted violation takes place.
18. **Duration and Amendment:** The provisions hereof, including the Reservations, Restrictions and Covenants herein set shall be deemed and considered covenants running with the herein above described lots and shall be binding upon the lot owners and their heirs, executors, and administrators and assigns, and all persons or parties claiming under it until December 31, 2016, 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 then lot owners of the tract has been recorded in the records of the County Clerk of Polk County, Texas agreeing to change said covenants in whole or in part. Additionally, the Community Club, 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 Community Club in its sole discretion may deem reasonable, necessary or desirable, subject to the approval of the Community Club's members by a *majority fifty one percent (51%) vote* in favor of such change in or waivers of any or all of the restrictions, conditions, and covenants, by the members of the Community Club 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.
19. **Partial Invalidity and Severability:**
- (a) It is understood that no act or omission upon the part of any party hereto or any person hereafter acquiring an interest in said property by, through, or under same shall ever be construed as a waiver of the operation or enforcement of these covenants and restrictions, and easements.
  - (b) In the event any portion of the provisions hereof shall become or be held invalid, whether by reason of abandonment, waiver, estoppels, judicial decision or otherwise, such partial invalidity shall not affect, alter or impair any other provision hereof, which was not thereby held invalid; and such provisions, including Restrictions, Reservations and Covenants shall remain in full force and effect, binding in accordance with their terms.

These Reservations, Restrictions and Covenants are effective as of January 16, 2016 as acknowledged by the President of Lake Livingston Estates Section 1 Community Club and as evidenced by the signature shown below.

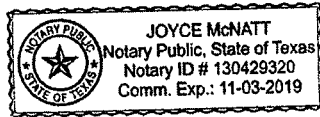
Lake Livingston Estates Section 1 Community Club,  
a Texas Non-Profit Corporation

By: *T. J. Hayes, Jr.*  
T. J. Hayes, Jr., President

THE STATE OF TEXAS

COUNTY OF POLK

This instrument was acknowledged before me on the 8 day of February, 2016 by T. J. Hayes, Jr., President of Lake Livingston Estates Section 1 Community Club, a Texas non-profit corporation on behalf of said corporation.



*Joyce McNatt*  
Notary Public, State of Texas

AFTER RECORDING, PLEASE RETURN TO:  
Lake Livingston Estates Section 1 Community Club  
152 Lakeview Drive South  
Livingston, Texas 77351  
Attention: T. J. Hayes, Jr.

STATE OF TEXAS :  
COUNTY OF POLK)  
I, SCHELANA HOCK hereby certify that the instrument was FILED in  
the file number sequence on the date and at the time stamped hereon by  
me and was duly RECORDED in the Official Public Records in Volume  
and Page of the named RECORDS OF Polk County, Texas as stamped  
hereon by me.

FEB 08 2016



*Schelana Hock*  
COUNTY CLERK  
POLK COUNTY, TEXAS

Page 9

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*Schelana Hock*  
SCHELANA HOCK  
POLK COUNTY, TEXAS