



1. These covenants are to run with the land and shall be binding upon all parties and all persons claiming under them until January 1, 2020 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 then owners of the tract has been recorded, agreeing to change said covenants in whole or in part. Additionally, the Association 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 Association in its sole discretion may deem reasonably necessary or desirable, subject to the approval of the Association's members by a majority vote in favor of such change in or waivers of any or all of the restrictions, conditions, and covenants by the members, present or by proxy, of the association at a special or annual meeting at which a quorum is had.;

and

WHEREAS, the Board of Directors of the Association have adopted these 2009 Restated and Amended Restrictions, which have been approved by the Association's members by a majority vote in favor of such change in or waivers of any or all of the restrictions, conditions, and covenants by the members, present or by proxy, of the association at a special meeting of the members of the Association held on October 10, 2009, at which a quorum was had.

NOW, THEREFORE, the duly elected and qualified Board of Directors for Pinwah Pines Property Owners Association, hereby file the following 2009 Restated and Amended Restrictions applicable to Sections 1, 2, and 3, Pinwah Pines Subdivision, effective upon the filing of this document:

#### **PREAMBLE**

The Developers of Pinwah Pines Subdivision, having previously established deed restrictions applicable to Sections 1, 2 and 3 of Pinwah Pines Subdivision, as set forth above, which restrictions are to 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 subdivision, the Association hereby restates and amends the original deed restrictions, for Sections 1, 2 and 3 to be uniform, and adopt the following restatement of deed restrictions applicable to Sections 1, 2 and 3, Pinwah Pines Subdivision, to be as follows:

## RESTRICTIONS

For the purpose of setting forth a substantially and uniform plan of development, the Original Developer of the Pinwah Pines Subdivision, previously did covenant and provide that they, their heirs, administrators, and assigns, and all parties holding title by, through and under them, shall hold such land 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 the said tracts of land above described, SAVE AND EXCEPT the boat launching area and other property owned by the Association, which boat launching area and other property owned by the Association shall not be in any manner be restricted hereby, but which properties shall be subject to such rules and regulations as may be established by the Board of Directors of the Association, including the establishing of gates and locks to control access, establishing fees and charges for use and policies and fees for non-member access to the boat launching area:

1. These covenants are to run with the land and shall be binding upon all parties and all persons claiming under them until January 1, 2020 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 then owners of the tract has been recorded, agreeing to change said covenants in whole or in part. Additionally, the Association 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 Association in its sole discretion may deem reasonably necessary or desirable, subject to the approval of the Association's members by a majority vote in favor of such change in or waivers of any or all of the restrictions, conditions, and covenants by the members, present or by proxy, of the

association at a special or annual meeting at which a quorum is had.

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 here, it shall be lawful for the undersigned, his 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. (a) No building shall be erected, placed or altered on any building tract in this subdivision until the plans, specifications and plat showing the location of such building has been approved in writing as the conformity and harmony of external design with the existing structures in the subdivision, and as to location with respect to topography and finished ground elevation by the Architectural Committee, to be appointed by the Board of Directors of the Association. In the event said Committee fails to approve or disapprove such plans within thirty (30) days of receipt of the plans, such approval will not be required and this covenant shall be deemed to have been complied with. Neither the members of such Committee nor its designated representative shall be entitled to any compensation for services performed pursuant to this covenant.

\* (b) Any property owner applying to construct a new home shall pay a non-refundable fee of \$400.00, to be used for road repair that might result from the wear and tear on the subdivision's

road from the ingress and egress of construction trucks. Home improvements requiring construction trucks are to have ton weight approval by the Architectural Committee.

5. The Architectural Committee shall have the same authority over the boat launching areas and park areas as provided for in Deed Restriction No. 4, and no structure or improvement shall be placed thereon except as a community project and upon approval of the Architectural Committee.

6. No outside privies or toilets shall be permitted in this subdivision. All toilets shall be inside the houses and prior to the occupancy the same shall be connected to a central sewage disposal system if there is one in existence at such time to serve the subdivision, but if no central sewage disposal system is in existence at such time, then all toilets 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, and/or the Trinity River Authority, and shall be subject to the inspection and approval of such authority, provided however, that whenever a central sewage treatment plant and disposal system shall be established to serve this subdivision, whether publicly owned or privately owned or operated, then all the tract owners and/or occupants to whom such sewage disposal service is available may connect their premises thereto for sewage disposal, paying the established rates and all connection fees or charges therefore at their expense.

7. The drainage of sewage into a road, street, alley, ditch or any waterway either directly or indirectly is prohibited. This shall not apply to the discharge of effluent from a sewage treatment plant serving this location.

8. (a) No tract, other than the areas marked "Reserve Parking", "Boat Launch" and Park area (Section 3, lot 24), shown on the plat of said subdivision filed for record, shall be used except for single-family residential purposes. The term "residential purposes" as used herein shall be held and construed to exclude hospitals, clinics, duplex houses, apartment houses, boarding houses, hotels and all other commercial uses and all such uses of said property are hereby expressly prohibited. No building shall be erected, altered, placed or permitted to remain on any residence tract other than one detached single family dwelling and a private garage for not more than three (3) cars.


\* (b) Such land shall be used for the purpose of one (1) private single family residence per lot and appropriate uses accessory thereto. No building shall be erected upon any lot except one (1) private single family house and garage appurtenant thereto, and no such garage may be erected except simultaneously with or subsequent to the erection of the house. No building or structure shall be erected or placed on said lots unless built of solid, permanent materials with pleasing exterior. No structure shall have tar paper, rolled brick siding or similar materials on the outside walls. Outside materials for pitched roofs shall be composition shingles or their equivalent. All structures must comply with applicable government laws, regulations, and ordinances, and if any restrictions or conditions herein do not comply therewith it shall not be construed as a waiver of compliance with any such law, regulation and ordinance. No privies or outside toilet facilities shall be constructed or maintained on any lot, and any sewage disposal systems shall be of a type approved or recommended by the state and local departments of health, and shall be maintained by the lot owner at all times in a proper, sanitary condition and in accordance with applicable state and county sanitary laws. All

plumbing and drains must be connected with watertight septic tank or holding tanks of approved construction.

(c) Mobile homes are allowed only in Section 3, Lots 1 through 12. Such mobile home must be approved by the Association, and may not be more than five (5) years old and there can be only one mobile home on one lot. An existing mobile home may only be replaced by an HUD-Code manufactured home approved by the Association. Skirting or screening materials shall be attached to the HUD-Code manufactured home to prevent the passage of animals beneath the home, and shall be compatible with the design of the home. In addition to applicable state and local anchoring requirements for resisting wind forces, HUD-Code manufactured homes shall be elevated and anchored to resist flotation, collapse, or lateral movement. Tires, wheels, axles, towing mechanisms, and other such equipment shall be removed from the HUD-Code manufactured home and placed out of sight from the public.

(d) The requirement of these Restrictions to single-family residential purposes shall not apply to the following properties:

- (1) The property known as Reserve B, Block 3, Section 1 and Reserve for Parking, Block 2, Section 1, Pinwah Pines Subdivision;
- (2) Lot 24, Section 3; and
- (3) Lot 32, Section 3.

 9. All residences shall be located in accordance with the building lines shown on the plat of said subdivision and all residences shall be constructed on the tract to front on the street on which such tract faces. No residence shall be located nearer than eight (8) feet to any side line.

10. 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.

11. No structure of a temporary character, trailer, mobile house, basement, tent, shack, garage, barn, or other outbuilding shall be used on any tract any time as a residence either temporarily or permanently for a period of more than thirty (30) days in a one (1) year period..

\* 12. No residential structure shall be placed on a waterfront residential tract unless its living area has a minimum of 1,500 square feet of floor area, nor on a lake view residential tract unless its living area has a minimum of 1,200 square feet of floor area, nor on any other residential tract unless its living area has a minimum of 1,000 square feet of floor area, exclusive of porches and garages.

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 they are not kept, bred, or maintained for any commercial purposes.

14. No sign of any kind shall be displayed to the public view except professional or store bought signs used by the property owners for the sale of lots in said subdivision or signs used by builders to advertise the property during the construction and sales period.

15. 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.

16. No tract shall be used or maintained as a dumping ground for rubbish, trash, garbage, or other wastes. Garbage and waste material shall not be kept except in sanitary containers. Incinerators or other equipment for the disposal of such waste materials shall not be permitted.



17. No fence, wall, hedge, or detached improvement shall be erected, grown, or maintained on any part of any tract forward of the front building line.

18. No building of frame construction shall be erected on any tract unless same shall at time of construction receive at least one coat of paint.

19. All residences shall be completed within six (6) months from date of beginning construction unless such period is extended in writing by Architectural Committee.

20. No boat docks, piers, boat houses, boat storage sheds, slips, pilings or rip-rap shall be constructed, placed or excavated until plans and specifications shall be approved in writing by Architectural Committee.

21. No boats or trailers may be parked in front of the front building line of any tract.

22. The owners of lots purchased in said Subdivision shall pay a Maintenance Fee the sum of One Hundred and no/100 Dollars (\$100.00), per lot, on the 1<sup>st</sup> day of July of each year, beginning on the 1<sup>st</sup> day of July, 2007, payable to the "POLK COUNTY PINWAH PINES SECTIONS 1, 2 AND 3 MAINTENANCE FUND", 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 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 payed by August 31 of the year in which such maintenance fees are due, and a ten percent (10%) late fee applied. In addition to the ten percent (10%) late fee, the Association shall have the right to charge interest on any past due amount of ten percent (10%) per annum, together with reasonable administrative costs to offset the cost of collecting past due maintenance fees,

including the cost of demand letters, and attorney's fees and expenses incurred in collecting the maintenance fees.

The amount of annual maintenance fees may be adjusted from year to year by the Board of Directors, as the needs of the property may in its judgment require, but in no event shall such charge be raised more than \$25.00 in any one year over what the previous year's fee was, unless agreed to by a majority vote of the lot owners, represented in person or by proxy, of the Association at the annual meeting of the Association, at which a quorum of the members, represented in person or by proxy, is obtained. Notice shall be given to all lot owners of said annual meeting and of the proposed annual maintenance fee to be determined for the next fiscal year. In the event the proposed maintenance fee fails to obtain the necessary votes at the annual meeting, then the maintenance fee for the next fiscal year shall remain at the same amount as then currently set. Said assessments shall be in the form of a covenant to run with the ownership of the said lots. It is expressly provided that the Vendor's Liens retained by Developer in the original restrictions, and as provided for in these amended restrictions are assigned to the Association, and shall remain in full force and effect. If lot owners sell any portion of their land, they are to notify the Association, within ten (10) days of the sale, of the name and address of the buyer so that the aforesaid assessments may be collected from the new owner.

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:

- (a) lighting, constructing, improving, and maintaining streets, sidewalks, paths, parkways, esplanades, or swimming pools, if any;

(b) improvements of any area between curbs and sidewalks;  
collecting and disposing of garbage, ashes, rubbish and similar material as well as the  
maintenance of unsold lots;  
the construction of clubhouse facilities, ramps, boat landings, boat basins and other  
similar recreation facilities on areas so reserved by developer; and  
doing any other thing necessary or desirable in the opinion of the Board of said Association  
to keep the property neat and in good order or which considered of general benefit  
to the owners or occupants of Pinwah Pines Subdivision, Sections 1, 2 and 3,  
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.

23. No hunting shall be allowed in Sections 1, 2, and/or 3. Nothing in this restriction is intended to prevent any property owner from killing snakes and varmints (i.e. wild animals) that threaten their property. Any property owner acting this restrictions assumes all liability for their actions, including any damages and/or injuries to other property owners and/or other property owners' property.

24. Every property owner in Pinwah Pines Subdivision, Sections 1, 2 and 3, shall be a member of the "Polk County Pinwah Pines Sections 1, 2, and 3 Property Owners Association" (referred to herein as "the Association"), and the Association shall be a property owners association as defined by the Texas Property Code. The Board of Directors of the Association shall have the right to enforce, but not the sole duty to enforce, by any proceeding at law or in equity, all restrictions, conditions, and reservations now or hereafter imposed by these restrictions, and said

lawsuit to be brought in the name of the Association, upon a vote by the majority of the Board of the Directors of the Association at the duly called meeting of the Board at which a quorum of Directors is present, against any lot owner who is delinquent in payment of the maintenance fees, as delinquent is defined in these restrictions, and Bylaws of the Association. 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 Association, shall not be entitled to vote at any meeting of the members, whether annual or special, and shall not be entitled to hold any directorship or office of the Association.

25. All lot owners shall be liable for any injury to themselves or any of their family or guests while in or on any of the roads, lakes or playground or property of said subdivision or Association, and the Association shall not be liable for any such injury.

26. The ditches and culverts in front of each lot shall be kept open and only the size culverts recommended by the County Commissioner in that precinct shall be installed. Any culvert installed inadequately may be removed by the Developer or Association and replaced at the expense of the lot owner.

27. 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. Grass and weeds may not exceed twelve inches in height. Refrigerators and other large appliances shall not be placed outdoors. The developer and/or the Association shall have the right to enter the

property where a violation exists under this paragraph and remove the incomplete structure or other items at the expense of the offending party. Prior to such entry and correction of the restriction violation, the property owners shall be given thirty (30) days notice of the violation and an opportunity to cure the violation. If the violation is not corrected in that period of time, or such period as may be agreed upon by the lot owner and the Association, the Association shall have the right to correct such deed restriction violation, and if the cost of such correction is not paid within thirty (30) days of invoice, then a contractual lien is retained against the property as security for such expense, together with any legal fees and costs incurred in enforcing this restriction, and the Association shall have the right to judicially foreclose the lien securing such expense, legal fees and costs incurred in enforcing this restriction.

28. 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 Association 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 Association has the right, but not the exclusive duty, to take action to enforce any violation of these deed restrictions.
- (c) Neither the Architectural Committee, nor the members of said Committee, nor the directors nor officers of the Association, shall have any liability or responsibility at law nor in equity on account of the enforcement of, or on account of the failure to enforce, these restrictions. An exercise of discretionary authority by the Association concerning a restrictive covenant is presumed reasonable unless the court determines by a preponderance of the evidence that the exercise of discretionary authority was arbitrary, capricious, or discriminatory.
- (d) Notwithstanding any other provisions hereof, the Association shall not be liable 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.

29. Partial Invalidity and Severability. In the event any portion of the provisions hereof shall become or be held invalid, whether by reason of abandonment, waiver, estoppel, judicial

decision or otherwise, such partial invalidity shall not affect, alter or impair any other provision hereof, which was not thereby held invalid; and such provisions, including Restrictions, Reservations and Covenants shall remain in full force and effect, binding in accordance with their terms. Invalidation of any one or more of these covenants and restrictions by judgment of any court shall in nowise affect any of the other covenants, restrictions, and provisions herein contained, which shall remain in full force and effect.

30. Lake Chain.

(a) At such time as the ownership of the lake situated in Section 3, and known as "Lake Chain" and "Chain Lake", and evidenced on the plat for Section 3 on file with the Polk County Clerk's Office of Polk County, Texas, is deed to the Association and/or determined to be the property of the Association, the lake shall be dedicated to the use and benefit of the members of the Pinwah Pines Sections 1, 2 and 3 Property Owners Association.

(b) Also designated in said plat is a ten (10) foot easement completely rounding Lake Chain. This 10' easement shall be considered a Green Belt area for lot owners use and benefit.

(c) Rules, regulation, restriction and control of Lake Chain is under the authority of the Association's Board of Directors.

(d) Maintenance funds shall be used in maintenance and upkeep of Lake Chain.

(e) There shall be no motor boats or hunting on Lake Chain.

EXECUTED by the Board of Directors of the Polk County Pinwah Pines Sections 1, 2, and 3 Property Owners Association, a Texas non-profit corporation, on the dates set forth by the respective acknowledgments.

POLK COUNTY PINWAH PINES SECTIONS 1,  
2 AND 3 PROPERTY OWNERS

ASSOCIATION



BOARD OF DIRECTORS:

\_\_\_\_\_  
DONNA WEST

\_\_\_\_\_  
CHUCK HANEBUTH

\_\_\_\_\_  
JAMES SLACK

STATE OF TEXAS \*

COUNTY OF POLK \*

This instrument was acknowledged before me on the \_\_\_\_\_ day October, 2009, by DONNA WEST, CHUCK HANEBUTH, and JAMES SLACK, for the purposes and consideration and in the capacity stated therein.

\_\_\_\_\_  
Notary Public, State of Texas

After Filing Return to:  
Travis E. Kitchens, Jr.  
Evans & Kitchens, LLP  
Lawyers  
P. O. Drawer 310  
Groveton, Texas 75845