

**2017 RESTATED AND AMENDED DEED RESTRICTIONS
AND COVENANTS OF YAUPON COVE PROPERTY OWNERS' ASSOCIATION, INC.**

(Single Family Home Section)

THE STATE OF TEXAS *

KNOW ALL MEN BY THESE PRESENTS:

COUNTY OF POLK *

WHEREAS, Coway, Inc., a Texas Corporation, hereinafter called the "Declarant", is the record developer of that certain tract of land which has heretofore been platted into that certain subdivision, 81.34 Acres, known as YAUPON COVE, [Single Family Home Section], out of the John Burgess League, A-7, in Polk County, Texas, according to the plat thereof filed for record in Vol. 3, Page 35, in the Map Records of Polk County, Texas; and

WHEREAS, the Yaupon Cove Property Owners' Association, Inc. is a Texas non-profit corporation, having been incorporated on April 15, 1985, and is the property owners association for the Yaupon Cove Subdivision property owners; and

WHEREAS, said Coway, Inc. having assigned, on October 30, 1987, all of its interests to the subdivision known as Yaupon Cove, for both the Single Family Home Section and the Mobile Home Section, to the Yaupon Cove Civic Committee, (now known as The Yaupon Cove Property Owners' Association Inc.) and The Yaupon Cove Property Owners' Association, Inc. and as further described in that General Warranty Deed filed for record on with the County Clerk of Polk County, Texas and recorded at Volume 633, page 523, et seq., Official Public Records of Polk County, Texas, and that second General Warranty Deed dated October 4, 1983, and recorded on January 20, 2000, at Volume 1180, page 884, et seq., Official Public Records of Polk County, Texas; and

WHEREAS, the By-laws of Yaupon Cove Property Owners' Association, Inc. specifically Article VII, provides for the adoption of the original restrictions and further grants the Association authority to amend the covenants and restrictions as provided for in such By-laws.

WHEREAS, said Declarant having established restrictions on the improvement, use and sale of said property, dated November 15, 1978, filed of record on July 14, 1969, at Vol. 240, page 97, et seq., Deed Records of Polk County, Texas, as concerns the Single Family Home Section and , as concerns the Mobile Home Section, impressed restrictions dated March 14, 193 and filed of record on March 14, 1973 at Vol. 276, pages 245, et seq., Deed Records of Polk County, which applied 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 to be considered as covenants running with the land and binding upon all future owners and enforceable by any one of the land owners in said subdivision until August 1, 2010 A.D., whereupon such restrictions shall terminate and cease, unless extended; and

WHEREAS, the Yaupon Cove Property Owners' Association, Inc. by and through its duly Elected and Qualified Officers and Board of Directors, and after approval of Restated and Amended Restrictions and Covenants by a majority vote of the members of the Association, executed on July 7, 2010, and filed at Vol. 2010-1753, pages 841, et seq., "Second Restated and Amended Deed Restrictions and Covenants of Yaupon Cove Property Owners Association, Inc. [Mobile Home Section], and further executed on July 7, 2010, and filed at Vol. 2010-1753, pages 841, et seq., "Second Restated and Amended Deed Restrictions and Covenants of Yaupon Cove Property Owners Association, Inc. [Single Family Home Section]; and

WHEREAS, after a Chapter 211 Election, the Yaupon Cove Property Owners Association, Inc. filed that certain "Amended Certification of Chapter 211 Election Results for Yaupon Cove Property Owners Association, Inc.", filed at Vol. 2016-2074-245. The Chapter 211 Election adopted the following procedure to amend the deed restrictions:

The members of Yaupon Cove Property Owners Association, Inc., shall have the right at any time hereafter to amend the deed restrictions of the Yaupon Cove Subdivision, which restrictions were filed of record with the Polk County Clerk, by a majority vote of the members of Yaupon Cove Property Owners Association, Inc., voting in favor of such amendment to any or all of the restrictions, conditions, and covenants applicable to Yaupon Cove Subdivision, by the members of Yaupon Cove Property Owners Association, Inc., at a special or annual meeting at which a quorum

is had, with each member who is eligible to vote being entitled to one (1) vote for all lots owned; and

WHEREAS, the Yaupon Cove Property Owners Association, Inc., pursuant to the Chapter 211 amendment procedure, adopted the following Consolidated, Restated and Amended Deed Restrictions and Covenants of the Yaupon Cove Subdivision:

NOW, THEREFORE, Yaupon Cove Property Owners' Association, Inc. by and through its duly Elected and Qualified Officers and Board of Directors, and after approval of these restated and Amended Restrictions and Covenants by a majority vote of the members of the Association and by this instrument signed and filed for record, hereby consolidate, restate and amend the restrictions and covenants identified and set forth above, by restating and amending the Deed Restrictions for Yaupon Cove sub-division, Single Family Home Section, which amended and restated restrictions and covenants shall read as follows:

For the purpose of enhancing and protecting the value, and desirability of the lots or tracts constituting such subdivision, the Association, as the assignee of Declarant, as set forth above, hereby declares that all the real property situated within the subdivision and each part thereof shall be held, sold and conveyed only subject to the following reservations, easements, covenants, conditions and restrictions, which shall constitute covenants running with the land and shall be binding on all parties having any right, title or interest in any lot or tract constituting a part of said subdivision or any portion thereof, their heirs, successor and assigns, and shall inure to the benefit of each owner thereof:

1. Each contract, deed, deed of trust, or other instrument which may be hereafter executed with respect to any property situated within the subdivision shall be deemed and held to have been executed, delivered and accepted subject to all the terms and provisions contained herein, regardless of whether or not any of such terms and provisions are set forth or referred to therein.

2. (a) The utility easements shown on the recorded plat are dedicated with the reservation that such utility easements are for the use and benefit of any public utility authorized to operate and/or operating in Polk County, Texas, as well as for the benefit of the Declarant and the property owner in the subdivision to allow for the construction, repair, maintenance and operation of a system or systems of electric light and power lines, telephone lines, gas lines, water lines, sanitary sewers; storm sewers and any other utility or service which the Declarant may find necessary or proper. At no time will parking be allowed on the easements.

(b) Neither the Declarant, nor their heirs, successors or assigns, using said utility easements shall be liable for any of their agents or employees to shrubbery, trees, flowers or other property of the land owner situated on the land covered by said utility easements.
3. The provisions hereof, including the reservations, easements, covenants, conditions and restrictions herein set forth; shall run with the land and shall be binding upon the Yaupon Cove Property Owners' Association, Inc., and all persons or parties claiming under them for a period of 10 years from the date hereof, at which time all such provisions shall be automatically extended for successive periods of ten (10) years each, unless these restrictions are amended as provided for by the Chapter 211 amendment procedure referenced above.
4. (a) In the event of any violation or attempted violation of any of the provisions hereof, including any of the reservations, easements, covenants, conditions, or restrictions herein contained, enforcement shall be authorized by any proceeding at law or in equity against any person or persons violating or attempting to violate any of such provisions, including, but not limited to, a proceeding to restrain or prevent such violation or attempted violation by injunction, whether prohibitive in nature or mandatory in commanding compliance with such provisions; and it shall not be a prerequisite to the granting of any such injunction to show inadequacy of legal remedy or irreparable harm. Likewise, any person entitled to enforce the provisions

hereby may recover such damages as such person has sustained by reason of the violation of such provision.

- (b) Any person found to have violated or to have attempted to violate any of the provisions hereof in any proceeding at law or in equity hereby agrees to pay to the opposite party reasonable attorney's fees for the services of the opposite party's attorney in the action or proceeding, such fees to be fixed by the Court.
- (c) It shall be lawful for Yaupon Cove Property Owners' Association Inc., or any person or persons owning property in the subdivision to bring any proceeding at law or in equity against the person or persons violating attempting to violate any of the provisions of this instrument herein to (1) prevent such violation, (2) recover damages of other dues for such violation, and (3) recover court costs and reasonable attorney's fees incurred in such proceedings. "Person or entity", as used in the immediately preceding sentence hereof, shall include, but shall not be limited to, all owners and purchasers of any real property hereunder, as well as all heirs, devisees, assignees, legal representatives and other persons or entities who acquire any of the rights (with respect to the real property hereunder) of the owner or purchaser of any real property hereunder.
- (d) The Association has the right, but not the exclusive duty, to take action to enforce any violation of these deed restrictions. Failure by any person entitled to enforce the provisions hereof shall in no event be deemed a waiver of the right to do so thereafter.
- (e) 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.
- (f) Neither the Architectural Control Committee, nor the members of said Committee, nor the directors nor officers of the Association, shall have any liability or responsibility at law nor in equity on account of the enforcement of, or on account

of the failure to enforce, these restrictions. An exercise of discretionary authority by the Association concerning a restrictive covenant is presumed reasonable unless the court determines by a preponderance of the evidence that the exercise of discretionary authority was arbitrary, capricious, or discriminatory.

- (g) Notwithstanding any other provisions hereof, the Association shall not be liable or subject to any proceeding at law or in equity on account of any violation or attempted violation of any restriction or provision herein which occurs during such time as there is in force a contract to purchase the property where such violation or attempted violation takes place.

5. PARTIAL INVALIDITY AND SEVERABILITY.

- (a) It is understood that no act or omission upon the part of any party hereto or any person hereafter acquiring an interest in said property by, through, or under same shall ever be construed as a waiver of the operation or enforcement of these covenants and restrictions, and easements.
- (b) In the event any portion of the provisions hereof shall become or be held invalid, whether by reason of abandonment, waiver, estoppel, judicial decision or otherwise, such partial invalidity shall not affect, alter or impair any other provision hereof, which was not thereby held invalid; and such provisions, including Restrictions, Reservations and Covenants shall remain in full force and effect, binding in accordance with their terms.

6. No violation of the provisions herein contained, or any portion thereof, shall affect the liens created by any mortgage, deed of trust or other instrument presently of record or hereinafter placed of record or otherwise affect the rights of any person holding under the same; and the liens created by any of such instruments may, nevertheless, be enforced in accordance with its terms; provided, however, that the provisions hereof shall be binding on any owner whose title is acquired by judicial or other foreclosures, by trustee's sale or by other means.

7. (a) Each lot in the subdivision shall be used as a residence for single family residential purposes and for no other purpose. Rental of rooms or storage buildings is not permitted.
- (b) The term "residential purposes" as used herein shall be held and construed to exclude hospitals, clinics, nursing homes, duplex houses, apartment houses, boarding houses, hotels and all other commercial uses as all such uses of said property are hereby expressly prohibited. Rental or lease of the lot and the residence thereon for any period of time less than 180 days shall be prohibited. Any rental or lease shall provide, in writing, that the renter or lessee has received a copy of the Deed Restrictions and agrees to be bound by same and comply with all Deed Restrictions. The term "residential purposes" will not be construed to prohibit temporary (14 days or less) non-profit traveler or student residential exchanges.
- (c) Rental or lease of the lot and residence shall not relieve the property owner from compliance with these Deed Restrictions.

8. ARCHITECTURAL CONTROL COMMITTEE.

- (a) There shall be established an Architectural Control Committee, (referenced at times as the "ACC"), composed of three (3) members appointed by the Board of Directors of the Association to protect the owner of lots hereunder against such improper use of lots as will depreciate the value of their property; to preserve, so far as practical, the natural beauty of said property; to guard against the erection thereon of poorly designed or proportioned structures and structures built of improper or unsuitable materials; to obtain harmonious architectural schemes; to insure the highest and best development of said property; to secure and maintain proper setbacks from streets and adequate free spaces between structures; and, in general, to provide adequately for a high type of quality of improvements in said property; and thereby to enhance the value of investments made by purchasers of lots therein.

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

9. CONSTRUCTION REQUIREMENTS:

- (a) No building shall be erected, altered or permitted to remain on any lot within the subdivision other than one single family residential dwelling not to exceed two (2) stories in height and a private garage (or other covered car parking facility or barn), shall not exceed the height of such residential dwelling. All storage buildings and barns shall be built twenty feet (20') behind the front property line of the house. All structures and carports must be anchored.

- (b) The living area of each single-family residential dwelling (exclusive of open or screen porches, terraces, driveways, garages (or other covered car parking facility and storage building) shall not be less than nine hundred (900) square feet if the same be a one-story dwelling, and not less than fifteen hundred (1500) square feet, if the same be two (2) story dwelling or the square footage specified upon the plat, whichever is greater. The exterior materials of all structures permitted to be constructed or erected upon a lot within the subdivision shall be as follows: (1) The residential structure and any attached garage (or other covered car parking facility) shall be wood, brick, stone or its equivalent; (2) a detached garage (or other covered car parking facility) may be wood or brick or stone or its equivalent, or a combination of the same; and (3) the storage building or barn may be of wood or brick, stone, metal, metallic or equivalent, or a combination of the same, if written approval thereof be first granted in writing by the Yaupon Cove Property Owners' Association, Inc., Architectural Committee.
- (c) No building shall be located on any lot nearer than twenty (20) feet from the front set back line or nearer to the side street line than the minimum building set-back lines designated on the plat of said subdivision or nearer than five (5) feet to an interior side lot line or nearer than five (5) feet to the rear lot lines.
- (d) No building or other improvements of any character shall be created or placed, or the erection or placing thereof or any addition made thereto, or exterior alteration made therein after original construction on any property in the subdivision until the construction plans and specifications and a plat showing the location of specific building or other improvements have been first approved in writing by the Yaupon Cove Property Owners Association, Inc. Architectural Committee. If said construction plans and specifications and plat be not approved or disapproved by the Committee within thirty (30) days after the same have been submitted to the Committee, the same shall be deemed to have been approved by the Committee; provided, however such building or other improvements must be constructed in strict

compliance with all other terms and provisions contained in this instrument. The applicant must be the same person shown on the deed filed of record with the Polk County Clerk.

- (e) Only site built homes are allowed in the Single Family Home Section.

10. ADDITIONAL CONSTRUCTION REQUIREMENTS:

- (a) No used existing building or structure of any kind and no part of a used existing building or structure shall be moved onto, placed on, or permitted to remain on any lot.
- (b) All construction must be of new material, except stone, brick, inside structural material, or other materials used for antique decorative effect if such use is approved in writing by the Architectural Control Committee.
- (c) The exterior of any building(excluding roof, glass and masonry) must be painted or stained. All buildings and structures shall be completely underpinned and underskirted with no piers or pilings exposed to view except as approved by the Architectural Control Committee. No natural drainage shall be altered, nor shall any drainage ditch, culvert, or drainage structure of any kind be installed or altered, nor shall any driveway, curb or other such impediment to the free flow of water be installed or altered, without prior written consent of the Architectural Control Committee.
- (d) Culverts for driveways on lots shall be mandatory (unless otherwise approved by the Architectural Control Committee) and shall be a minimum of eighteen feet (18') in length. Each culvert will be a minimum of twelve inches in diameter, galvanized, corrugated steel and an eighteen (18) gauge minimum. Other types of culverts will be permitted if they are commonly used by the Texas State Department of Highways.
- (e) 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.

- (f) After improvements are begun, work in progress shall be continuous and shall be prosecuted with reasonable diligence until all improvements are completed in accordance with plans submitted and approved by the ACC.
11. There shall be no more than two (2) garage sales along with the two (2) subdivision sales. All garage sale items must be cleaned up by night fall of the last day of sale and the sale is for three (3) consecutive days only.
 12. No short term or vacation rentals are allowed. Any rental of property within Yaupon Cove must be for a period of at least 180 days. All owners shall complete a rental notification form and must provide the Association with the name and mailing address of all renters. The owner must provide the renter with a copy of the deed restrictions and bylaws and the owner must sign the Rental Notification Form advising of such compliance. This will not be construed to prohibit temporary (14 days or less) non-profit traveler or student residential exchanges.
 13. No lot in the subdivision may be subdivided in less than a 1/2 lot tract and the configuration must be approved by the Yaupon Cove Property Owners' Association, Inc., Architectural Committee. Any road built to subdivide any lot must be approved in writing by the Committee and in no event shall any road ever be extended through any lot past the exterior perimeter of the subdivision.
 14. No structure of a temporary character, or any modular home, trailer, mobile home, basement, tent, shack, garage, barn or other building shall be used on any lot within Yaupon Cove Subdivision, Single Family Dwelling Section, at any time as a residence.
 15. All buildings constructed upon any lot within the subdivision must be "dried in" within three (3) months from the date construction commences and completed within six (6) months from the date construction commences unless such period is extended in writing by the Yaupon Cove Property Owners' Association, Inc., Architectural Committee. As used herein, the term

"dried in," means that the outside exterior of the building must have the appearance of a completed building. No building material of any kind or character shall be placed or stored upon any parcel greater than sixty (60) days before construction of a building or improvements are commenced, and then such material shall be placed within the building lines as established above. At the completion of such building or improvements, such material must be immediately removed from the premises. No stumps, trees, underbrush and/or refuse of any kind or scrap material from improvements being erected on any other parcel, shall be placed or stored on streets or easements. Exposed openings resulting from any excavation made on any parcel shall be back filled and the disturbed ground shall be leveled. No change of elevation on any parcel greater than two (2) feet shall be made without the approval of the Committee.

16. (a) No rubbish, trash, garbage, manure, debris or other waste material shall be kept or permitted on any lot within the subdivision except in sanitary containers located in appropriate areas concealed from public view.
 - (b) Owners shall keep the drainage easements free of obstructions.
 - (c) No act may be performed which is likely to pollute the air or water in any part of the subdivision. Nor may any property owner violate any ordinance designed to eliminate pollution at that time in force whether it be State, County, City or Other Regulatory Agency.
 - (d) Burning of leaves and limbs shall be controlled by State and County regulations, laws and ordinances. Burning of other debris (household trash, plastics, treated wood, hazardous chemicals, etc.) is strictly prohibited in Yaupon Cove Subdivision.
17. No business or commercial activity of any kind shall be conducted on or from any lot within the subdivision.
18. (a) No noxious or offensive activity shall be carried on in or on any lot within the subdivision, nor shall anything be done thereon which may be an annoyance or

nuisance to the neighborhood.

- (b) No non-domestic animals, livestock or poultry of any kind shall be raised, bred or kept on any lot or tract within the subdivision.
 - (c) Domestic animals are allowed, limited to dogs and cats, which are not noxious or offensive, and provided that they are not kept, bred or maintained for any commercial purposes.
 - (d) No dogs may be allowed to run at large in the subdivision and all dogs when not on an Owners' property must be kept on a leash.
 - (e) Residences are not to be powered by generators except during major power outages.
19. No sign of any kind shall be displayed to public view on any lot within the subdivision, except customary name and address signs and lawn signs of not more than three (3) square feet in size advertising the property for sale or rent, or small signs used by the builders and realtors to advertise during the construction and sales period. Political signs are allowed on private property only for a limited time and must be removed upon close of Election Day.
20. Nothing shall be done or kept on any lot within the subdivision and no owner shall permit anything on any lot, which would be in violation of any law.
21. (a) All lots within the subdivision shall be kept at all times in a sanitary, healthful and attractive condition, and the owner or occupant of all lots shall in no event use any lot within the subdivision for storage of material and/or equipment except for normal residential requirements.
- (b) All unimproved lots shall be maintained, cleared of dead trees and brush and cleaned at least once per year so as to prevent any health hazard or physical damage or threat to adjoining lot owners.

- (c) All improved lots shall be maintained and mowed at least once a month.
 - (d) The Association shall have the right to enter the property where a violation exists under this paragraph and remove the incomplete structure or other items at the expense of the offending party.
 - (e) Prior to such entry and correction of the restriction violation, the property owners shall be given thirty (30) days notice of the violation and an opportunity to cure the violation. If the violation is not corrected in that period of time, or such period as may be agreed upon by the lot owner and the Association, 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.
 - (f) If letters are sent out and the lot is not maintained the Association will hire someone at the owner's expense to mow and clean up the lot.
22. (a) No boat, motor home, trailer, camper, tractor mower or other machinery shall be stored or maintained on any lot within the subdivision unless the same be kept at least fifteen (15) feet from any front road or street lot line without approval of the Yaupon Cove Property Owners' Association, Inc., Architectural Committee.
- (b) No abandoned automobiles, boats, motor homes, vehicles or machinery that is inoperable or without a current year's license shall be maintained or permitted to remain on any lot or street within the subdivision. All such items shall be towed away at the owners' expense.

- (c) No trucks with more than two (2) axles are allowed, except for deliveries or to move in/or out of a residence.
23. No wall, fence, planter or hedge that is in excess of six (6) feet high shall be erected or maintained nearer to the front line than the front building set-back line, nor on corner lots nearer to the side lot line than the building setback line parallel to the side street. No rear fence, wall or hedge and no side fence, wall or hedge located between the side building line and interior lot line (or located on the interior line) shall be more than six (6) feet high. Provided, Yaupon Cove Property Owners' Association, Inc., Architectural Committee may grant permission to build decorative fences. Fences shall be constructed of chain link, composite fencing materials or wood. No fence shall be constructed of barbed wire or similar materials. No privacy fence shall be erected across the front (Road View) of any property.
24. No property located within the subdivision shall be used or permitted for hunting or for the discharging of any pistol, rifle, shotgun or any other firearm, or any bow and arrow or any device capable of killing or injuring.
25. (a) Driveways shall be entirely paved of concrete, asphalt, or crushed rock (or a combination of the foregoing materials) and plans and specifications for driveways shall be included with the construction plans and specifications to be submitted to the Yaupon Cove Property Owners' Association, Inc., Architectural Committee as provided for herein.
- (b) Drainage structures where required under private driveways shall have a net drainage opening area of sufficient size to permit the free flow of water without back water, and shall be a minimum of twelve (12) inch diameter pipe culvert, or such larger diameter as the committee and/or Polk County specifications shall require.

26. No oil drilling, oil development operations, oil refining, or mining operations of any kind shall be permitted upon any lot within the subdivision, nor shall any oil or gas wells, tanks, tunnels, mineral excavation or shafts be permitted on any lot.
27. Each owner of a lot within the subdivision shall, at his sole cost and expense, repair all building or other improvements of any character on his lot, keeping the same in a condition comparable to the condition such building or other improvements at the time of their initial constructions, expecting only normal wear and tear.
28. If all or any portion of buildings or other improvements be damaged or destroyed by fire or other casualty, it shall be the duty of the owner thereof, with all due diligence, to rebuild, repair or reconstruct the same in a manner which will substantially restore it to its appearance and condition immediately prior to the casualty. Reconstruction shall be undertaken within two (2) months after the damage occurs and shall be completed within six (6) months after the damage occurs, unless prevented by causes beyond the control of the owner or owners. Notwithstanding anything contained in this Paragraph 27 to the contrary, the owner of the lots upon which a building or other improvement has been so damaged or destroyed shall not be required to rebuild, repair or reconstruct provided the building or other improvement which has been so damaged or destroyed is removed from the lot and provided, further, the lot remains in a sanitary, healthful and attractive condition. Any building damaged by fire or other casualty must have an Architectural Application approved by the Board prior to reconstruction.
29. No outside privies or toilets shall be permitted in this subdivision. No septic systems are allowed. All toilets shall be inside the houses, and prior to the occupancy, the same shall be connected to a central sewage disposal systems, whether publicly or privately owned or operated and all of the tract owners and/or occupants to whom such disposal service is available shall immediately subscribe to such service and shall connect their premises thereto for sewage disposal, paying the established rates and all connection fees or charges therefore

at their expense. No septic tank whether theretofore or thereafter built or installed, shall be used in connection with any tract. Any septic tank remaining on any lot must be filled in or removed.

30. Each lot in the subdivision shall be and is hereby made subject to an annual maintenance charge, except as hereinafter provided. The maintenance charge referred to shall be used to create a fund to be known as the "Maintenance Fund". Each such maintenance charge shall be paid by the owner of each lot annually, in advance, with the payment being due and payable on or before March 10th of the calendar year in which the lot owner acquires title; thereafter, the same shall be due and payable on or before March 10th, of each year beginning the January 1st next after each owner acquired title to his lot. The maximum amount of each maintenance charge shall be \$50.00 per lot per year, and may not be increased without a vote of the majority of the owners of lots herein made subject to the maintenance charge. Failure of any lot owner to pay such assessment as herein provided shall be construed, among other things, as a forfeiture of his rights to use of the parks and boating facilities of the subdivision.
31. (a) The Maintenance Fund charges collected shall be paid into the Maintenance Fund to be held and used exclusively for the benefit, directly or indirectly, of the subdivision; and such Maintenance fund may be expended by the Yaupon Cove Property Owners' Association, Inc., for any purpose or purposes which, in the sole judgment of the Yaupon Cove Property Owners' Association Inc., will tend to maintain the property values in the subdivision, including, but not by way of limitations; providing for the maintenance and repair of the street and roads shown on the aforesaid recorded plat; enforcement of the provisions of this instrument; and, for the maintenance, operation, repair, benefit and welfare of any recreational facilities which might be hereafter established in Yaupon Cove. The use of the maintenance fund for any of these purposes is permissive and not mandatory, and the decision of the Association with respect thereto shall be final, so long as made in good faith.

- (b) VENDOR'S LIEN. In order to secure the payment of the maintenance charge hereby levied a, Vendor's Lien shall be and is hereby reserved in the deed from the Association to the purchaser of each lot or portion thereof, which lien shall be enforceable through appropriate judicial proceedings by the Yaupon Cove Property Owners' Association, Inc. Such maintenance charges which are not paid promptly when due, shall bear interest from and after the due date at the maximum amount allowed by law, and the Yaupon Cove Property Owners' Association, Inc., shall be entitled to collect reasonable collection charges, including attorney's fees, with respect to any maintenance charge which is not paid promptly when due. Such interest, collection charges and attorneys' fees shall be secured in like manner as the maintenance charge.
- (c) The amount of the annual maintenance fee may be adjusted as shall be determined by a majority vote of the members, represented in person or by proxy, of the Association at the annual meeting of the Association, or Special Meeting of the Association, at which a quorum of the members, represented in person or by proxy, is obtained. Notice shall be given to all lot owners of said annual meeting and of the proposed annual maintenance fee to be determined for the next fiscal year. In the event the proposed maintenance fee fails to obtain the necessary votes at the annual meeting, then the maintenance fee for the next fiscal year shall remain at the same amount as then currently set, but in no event to be less than fifty dollars and no/100 (\$50.00) Dollars per year. Said assessments shall be in the form of a covenant to run with the ownership of the said lots. It is expressly provided that the Vendor's Liens retained by Declarant and assigned to the Association shall remain in full force and effect. If lot owners sell any portion of their land, they are to notify the Association, within ten (10) days of the sale, of the name and address of the buyer so that the aforesaid assessments may be collected from the new owner.

32. The provisions of this instrument relating to the maintenance charge and to the Maintenance Fund shall continue in effect unless changed in the manner at the time or times provided for herein.
33. As used herein, the word "lot," shall mean any plot of land as shown on the recorded subdivision map referred to above and any subsequent subdivision of a lot as hereinabove described and as allowed by this document. Each such resubdivision shall be duly recorded with the County Clerk and also referred to as a lot for all purposes.
34. All of the provision contained in this instrument shall be covenants running with the land thereby affected. The provisions of this instrument shall be binding upon and inure to the benefit of the owners of the land affected and the Declarant and their respective heirs, executors, administrators, successors and assigns.
35. These restrictions do not apply to any area marked "RESERVE" on the plat above referred to unless same are used for residential purposes.
36. The pronouns used in this instrument are in the masculine gender but shall be constructed as feminine or neuter as the occasion may require.
37. Upon the sale of any lot, the owner shall pay to the Association a transfer fee of \$25.00 per transaction that shall be collected at closing by the title company or otherwise paid to the Association upon the sale of any lot. A owner must notify the POA within 30 days of the sale of his property. Failure to notify the Association within such 30 days will subject the new owner to an assessment of \$100.00, upon vote of the directors at a public meeting pursuant to Section 209.0051, Texas Property Code.
38. The Owner shall maintain with the Association the Owners' current mailing address and, if the owner wants to receive notices via email from the Association, then the Owners' email address.

39. GOLF CARTS AND ALL TERRAIN VEHICLES: All drivers must be at least 14 years of age or older and must abide by all traffic and speed limit laws and stay on roads only.
40. RECREATIONAL VEHICLES:
- (a) RVs, campers and travel trailers may be used during the building of a residence for up to six (6) months with the approval of the Board and then every 30 days after six (6) months, depending on the circumstances and the discretion of the Board, with proper hookups for sewage disposal, or taken out of subdivision to dispose of sewage.
 - (b) RVs, campers and travel trailers may be used for visitors with the approval of the Board for no more than five (5) days (unless otherwise approved by the Board for a greater length of time with special circumstances), with proper hook ups for sewage disposal, or taken out of subdivision to dispose of sewage.
 - (c) No permanent recreational, RV, Camper or travel trailer living.
41. ASSESSMENT LETTERS: The first letter to be sent to the owner shall not incur an administrative charge. The owner shall be assessed \$25.00 for the second letter sent to a property owner for violation of the deed restrictions, including failure to pay maintenance fees, as the second letter shall be sent certified mail. After these two letters have been sent, the Association will turn the matter over the Association's legal counsel, and the owner will be responsible for any legal fees incurred as a result of having to turn the matter to legal counsel.
42. FINES FOR VIOLATION OF DEED RESTRICTION, BYLAWS, RULES AND/OR OTHER REGULATIONS. Any member who violates any deed restriction, bylaws, rules and/or other regulations of the Association shall be subject to a fine in the amount of \$100.00 per day per violation. The assessment of such fine shall be in the discretion of the Board of Directors, and any fine shall only be assessed after notice and a public meeting to discuss such assessment. The member shall be given notice of the meeting and an opportunity to appear and present his arguments why a fine should not be assessed against the member.

43. SUSPENSION OF MEMBER PRIVILEGES AND USE OF COMMON AREAS. Violation of any deed restrictions, bylaws, rules and/or other regulations, and/or the failure to pay any fees and/or fines, shall subject the member to suspension of his membership privileges and use of common areas. The Board of Directors shall only suspend such membership privileges and use of common areas after notice and a public meeting to discuss such suspension. The member shall be given notice of the meeting and an opportunity to appear and present his arguments why the member's privileges and use of common areas should not be suspended.
44. TEXAS PROPERTY CODE CONTROLS. To the extent that any of these Restrictions conflict with the provisions of the Texas Property Code and/or the Texas Business Organizations Code, as may be amended from time to time by the Texas Legislature, the Texas Property Code and/or the Texas Business Organizations Code shall control.
45. DEFINITIONS.
- A. Association. "Association" shall mean and refer to the YAUPON COVE PROPERTY OWNERS ASSOCIATION, INC., a non profit corporation organized under the laws of Texas, its successors and assigns.
- B. Board of Directors. "Board of Directors" shall refer to the board of directors elected by the members of the Association.
- C. Common Facilities. "Common Facilities" shall mean the roads, street lights, parks, and entrance features of the Subdivision, and landscaped areas established by the Developer for use as Common Facilities.
- D. County Clerk. "County Clerk" shall mean the County Clerk of Polk County, Texas.
- E. Declarations and/or Restrictions. "Declaration" and/or "Restrictions" shall mean the declarations and restrictions filed of record with the County Clerk for the Subdivision.

- F. Dedictory Instrument. “Dedictory Instrument” shall mean each instrument governing the establishment, maintenance, and operation of the YAUPON COVE PROPERTY OWNERS ASSOCIATION, INC., and includes a declaration or similar instrument subjecting real property to restrictive covenants, certificate of formation, bylaws, or similar instruments governing the administration or operation of a property owners association, to properly adopted rules and regulations of the property owners' association, or to all lawful amendments to the covenants, bylaws, instruments, rules, or regulations, including but not limited to those identified above under “Declaration”. Dedictory Instrument further shall mean the Articles of Incorporation (now known as Certificate of Formation), Bylaws, and other rules, regulations, and resolutions filed of record with the County Clerk.
- G. Directors. “Directors” shall mean and refer to any duly elected or appointed member of the Board of Directors.
- H. Electronic ballot. “Electronic ballot” means a ballot: (a) given by: (1) e-mail; (2) facsimile; or (3) posting on an Internet website; (b) for which the identity of the property owner submitting the ballot can be confirmed; and (c) for which the property owner may receive a receipt of the electronic transmission and receipt of the Owners’ ballot. (Source: Section 209.00592 (d), Texas Property Code).
- I. Lot. “Lot” shall mean any residential lot in the Subdivision, and identified in the documents filed of record, identified herein, and on record with the County Clerk.
- J. Maintenance Charge. “Maintenance Charge” shall mean the periodic charge collected by the Association, (also known as maintenance fee) for each Lot in the Subdivision for the purpose of maintaining and improving the Subdivision.
- K. Maintenance Fund. “Maintenance Fund” shall mean the amounts collected from time to time by the Association, upon payment of Maintenance Charges by the Owners.
- L. Member. “Member” or “Members” shall mean and refer to all those Owners who are members of the Association as provided for in the Restrictions and/or the Bylaws of

the Association.

- M. Owner. "Owner" shall mean and refer to the record owner, whether one or more persons or entities, of the fee simple title to any Lot which is part of the Properties, including contract sellers, but excluding those having such interest merely as security for the performance of an obligation.
- N. Plats. "Plats" shall mean the plat of the subdivision recorded in the County Clerk's office.
- O. Record Date. "Record Date" shall mean the date that the notice of any annual or special meeting is mailed.
- P. Regular Assessment. "Regular Assessment" shall mean the annual amount that each owner of property within a residential subdivision is required to pay to the Association, which is designated for use by the Association for the benefit of the property owners of the Subdivision, as provided by the Restrictions, and include maintenance charges and maintenance fees.
- Q. Special Assessment. "Special Assessment" shall mean any fee and/or due, other than a regular assessment, that each Member is required to pay to the Association, as established by the Members at an annual or special meeting of the members of the Association at which a quorum is present and at which at least thirty (30) days notice is given of the intent to establish a Special Assessment and which action of the Members authorizes the Association to charge for:
- (1) Defraying, in whole or in part, the cost, whether incurred before or after the assessment, of any construction or reconstruction, repair, or replacement of a capital improvement in the Common Areas owned by the Association, including the necessary fixtures and personal property related to such Common Areas, to the extent such expense is not sufficiently provided for with Regular Assessment funds;

- (2) Maintenance and improvement of Common Areas owned by the Association; and/or
- (3) Such other purposes of the property owners' association as stated in the Association's Certificate of Formation or the dedicatory instrument for the Subdivision.

R. Subdivision. "Subdivision" shall mean the Yaupon Cove Subdivision, Polk County, Texas, as shown on the respective Plats on file with the County Clerk's office.

These 2017 Restated and Amended Deed Restrictions and Covenants were approved by a majority vote of the members of the Association as required by the Chapter 211 amendment procedure on April 2, 2016, with 44 votes in favor of the amendment and 3 votes against, and the 2017 Restated and Amended Deed Restrictions and Covenants are effective upon the filing of this document with the Polk County Clerk for Polk County, Texas.

SIGNED on August 18, 2017.

YAUPON COVE PROPERTY OWNERS
ASSOCIATION, INC.

By: 

PAUL TRCKA, President

ATTEST:



Secretary

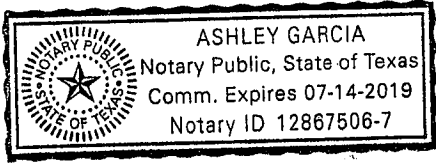
STATE OF TEXAS

*

COUNTY OF POLK

*

This instrument was acknowledged before me on the 18th day of August, 2017, by PAUL TRCKA, President, Yaupon Cove Property Owners Association, Inc., a Texas non-profit corporation on behalf of said corporation.



Ashley Garcia
NOTARY PUBLIC, STATE OF TEXAS

After filing return to:

✓ Travis E. Kitchens, Jr.
Lawyer
P. O. Box 1629
Onalaska, Texas 77360

FILED FOR RECORD

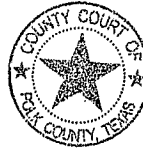
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Schelana Hock
POLK COUNTY CLERK

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.

PR

AUG 18 2017



Schelana Hock
COUNTY CLERK
POLK COUNTY, TEXAS