

CONSOLIDATED, RESTATED AND AMENDED RESTRICTIONS FOR PINE HARBOR ESTATES, SECTIONS I, II AND III A SUBDIVISION IN POLK COUNTY, TEXAS

STATE OF TEXAS
COUNTY OF POLK

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KNOW ALL MEN BY THESE PRESENTS:

WHEREAS, G. J. HAYES, Trustee (hereinafter called "Developer"), is the record developer of a subdivision known and designated as PINE HARBOR ESTATES, SECTIONS I, II and III (hereinafter collectively called "Subdivision"), in Polk County, Texas as shown in the maps or plats of said subdivision, recorded in the Plat Records of Polk County, Texas, in Volume __, Page __, reference to which is hereby made for all purposes; and

WHEREAS, said developer, on December 22, 1970, at Volume 251, Page 359, et. seq., has previously filed its "Reservations & Restrictions" (hereinafter called "Restrictions"), applicable to Pine Harbor Estates, Section I, reference to which is hereby made for all purposes; and

WHEREAS, said developer, on December 22, 1970, at Volume 251, Page 361, et. seq., has previously filed its "Reservations & Restrictions" (hereinafter called "Restrictions"), applicable to Pine Harbor Estates, Section II, reference to which is hereby made for all purposes; and

WHEREAS, said developer, on December 22, 1970, at Volume 251, Page 363, et. seq., has previously filed its "Reservations & Restrictions" (hereinafter called "Restrictions"), applicable to Pine Harbor Estates, Section III, reference to which is hereby made for all purposes; and

WHEREAS, on December 10, 1976 Articles of Incorporation for Pine Harbor Civic Club (hereinafter referred to as the "Association"), were filed with the Secretary of the State of Texas and a Charter was issued on the same date; and

WHEREAS, said original restrictions, Deed Restriction No. 1, reserves the right to the owners of the lots in the Subdivision, by the filing of an instrument signed by a majority of the then owners of the lots of said Subdivision, to amend said Restrictions; and

WHEREAS, there are currently 86 lots in Pine Harbor Estates, Section I, owned by 56 property owners; 133 lots in Pine Harbor Estates, Section II, owned by 91 property owners; and 194 lots in Pine Harbor Estates, Section III, owned by 112 property owners; and

NOW, THEREFORE, the Association's Board of Directors hereby restate and amend the Restrictions applicable to Sections I, II and III in Pine Harbor Estates, subject to ratification and approval by a majority of the current owners of the property in the Subdivision, to be as follows:

RESTRICTIONS

For the purpose of setting forth a substantially uniform plan for development, owners of the said Pine Harbor Estates, Sections I, II, and III, do hereby covenant and provide that they, their heirs, administrators, and assigns, and all parties holding title by, through and under them, shall hold such lands subject to the following restrictions running with the land which shall be observed by themselves, their heirs, administrators, and assigns, and shall run in favor of and be enforceable by any person who shall hereafter own any of said tracts of land above described, SAVE AND EXCEPT, the reserved area, the same being the pavilion and boat ramp, is restricted for use only by property owners and their accompanied guests.

1. These covenants are to run with the land and shall be binding upon all parties and all persons claiming under them until June 1st, 2012 A.D., at which time these 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 tracts has been recorded, agreeing to change said covenants in whole or in part.

2. All lots or parcels including landscaping and improvements thereon shall be maintained and kept clean at all times.

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. No building shall be erected, placed or altered on any building tract in this subdivision, by any lot owner or contractor, until the plans, specifications and plot plans showing the location of such building has been approved or disapproved in writing as to conformity and harmony external design with the existing structures in the subdivision, and as to location with respect to topography and finished ground elevation by the Board of Directors of the Association, (hereinafter referred to as the "Board of Directors") or by such committee appointed as an Architectural Committee for these purposes. Said Board of Directors, or such committee appointed by the Board of Directors, is referred to collectively herein as "Architectural Committee". The Board of Directors shall have the authority to appoint a three member Architectural Committee, which Architectural Committee shall serve at the pleasure of the Board of Directors and may be removed, with or without cause. Any vacancy in the Architectural Committee may be filled by the Board of Directors, and the Board of Directors may adopt such other rules and regulations for the Architectural Committee that the board of Directors, in its discretion, may adopt. The Architectural Committee shall approve or disapprove such design and location within thirty (30) days after said plans and specifications have been submitted to it, or in any event, if no suit to enjoin the erection of such building or the making of such alterations has been commenced prior to the completion thereof, 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 representatives shall be entitled to any compensation for services performed pursuant to this covenant.

5. The Architectural Committee shall have the same authority over the "Reserved" areas and no structure or improvement shall be placed thereon except upon approval of the committee.

6. No permanent outside privies or toilets shall be permitted in this subdivision. All toilets shall be inside the homes and prior to occupancy the same shall be connected to a central sewerage disposal system. For the purposes of these Restrictions, a property owner shall be entitled to use of a temporary outside privy or toilet for up to fourteen (14) days upon written consent of the Architectural Committee. All lots shall be connected to the central sewer system provided by the Polk County Fresh Water Supply District #2.

7. The drainage or sewerage into a road, street, alley, ditch or any waterway either directly or indirectly is prohibited. This shall not apply to the drainage or effluence from a sewerage treatment plant serving this subdivision.

8. Each and every lot shall be used for single-family residential purposes only and not be used for any commercial mercantile or manufacturing purpose unless expressly granted in said deed to owner of said lot. No lots 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, 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 90 days shall be prohibited. Any rental or lease shall provide, in writing, that the renter or lessee has received a copy of the Deed Restrictions and agrees to be bound by same and comply with all Deed Restrictions. Rental or lease of the lot and residence shall not relieve the property owner from compliance with these Deed Restrictions.

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. Corner lots may face either street. No residences shall be located nearer than five (5') feet to any side line, not nearer than ten (10') feet to the rear lot line, and not nearer than twenty (20') feet to the front lot line.

10. No noxious or offensive activity shall be carried on upon any lot or shall be done thereon which may be an annoyance or nuisance to the neighborhood. Burning of trash, leaves, pine needles, tree limbs or other materials in the ditches is prohibited.

11. No structure of temporary character, [i.e.,] trailer, camper, basement, tent, shack, barn, garage, or other outbuilding shall be used on any tract or reserve area at any time.

12. BUILDING RESTRICTION VARY BY SECTION STATED BELOW:

12. Section I. A residential structure of a minimum one thousand two hundred (1,200) square feet, floor space, excluding porches and garages.

12. Section II. A residential structure of a minimum nine hundred sixty (960) square feet, floor space, excluding porches and garages.

12b. Section II. No mobile home may be placed on any lot until approved in writing by

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. No building shall be erected, placed or altered on any building tract in this subdivision, by any lot owner or contractor, until the plans, specifications and plot plans showing the location of such building has been approved or disapproved in writing as to conformity and harmony external design with the existing structures in the subdivision, and as to location with respect to topography and finished ground elevation by the Board of Directors of the Association, (hereinafter referred to as the "Board of Directors") or by such committee appointed as an Architectural Committee for these purposes. Said Board of Directors, or such committee appointed by the Board of Directors, is referred to collectively herein as "Architectural Committee". The Board of Directors shall have the authority to appoint a three member Architectural Committee, which Architectural Committee shall serve at the pleasure of the Board of Directors and may be removed, with or without cause. Any vacancy in the Architectural Committee may be filled by the Board of Directors, and the Board of Directors may adopt such other rules and regulations for the Architectural Committee that the board of Directors, in its discretion, may adopt. The Architectural Committee shall approve or disapprove such design and location within thirty (30) days after said plans and specifications have been submitted to it, or in any event, if no suit to enjoin the erection of such building or the making of such alterations has been commenced prior to the completion thereof, 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 representatives shall be entitled to any compensation for services performed pursuant to this covenant.

5. The Architectural Committee shall have the same authority over the "Reserved" areas and no structure or improvement shall be placed thereon except upon approval of the committee.

6. No permanent outside privies or toilets shall be permitted in this subdivision. All toilets shall be inside the homes and prior to occupancy the same shall be connected to a central sewerage disposal system. For the purposes of these Restrictions, a property owner shall be entitled to use of a temporary outside privy or toilet for up to fourteen (14) days upon written consent of the Architectural Committee. All lots shall be connected to the central sewer system provided by the Polk County Fresh Water Supply District #2.

7. The drainage or sewerage into a road, street, alley, ditch or any waterway either directly or indirectly is prohibited. This shall not apply to the drainage or effluence from a sewerage treatment plant serving this subdivision.

8. Each and every lot shall be used for single-family residential purposes only and not be used for any commercial mercantile or manufacturing purpose unless expressly granted in said deed to owner of said lot. No lots 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, 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 90 days shall be prohibited. Any rental or lease shall provide, in writing, that the renter or lessee has received a copy of the Deed Restrictions and agrees to be bound by same and comply with all Deed Restrictions. Rental or lease of the lot and residence shall not relieve the property owner from compliance with these Deed Restrictions.

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. Corner lots may face either street. No residences shall be located nearer than five (5') feet to any side line, not nearer than ten (10') feet to the rear lot line, and not nearer than twenty (20') feet to the front lot line.

10. No noxious or offensive activity shall be carried on upon any lot or shall be done thereon which may be an annoyance or nuisance to the neighborhood. Burning of trash, leaves, pine needles, tree limbs or other materials in the ditches is prohibited.

11. No structure of temporary character, [i.e.,] trailer, camper, basement, tent, shack, barn, garage, or other outbuilding shall be used on any tract or reserve area at any time.

12. BUILDING RESTRICTION VARY BY SECTION STATED BELOW:

12. Section I. A residential structure of a minimum one thousand two hundred (1,200) square feet, floor space, excluding porches and garages.

12. Section II. A residential structure of a minimum nine hundred sixty (960) square feet, floor space, excluding porches and garages.

12b. Section II. No mobile home may be placed on any lot until approved in writing by

the Architectural Committee as to size, condition, appearance, and skirting. Said mobile home must have complete sanitary facilities, including, among others, a lavatory, toilet, wash basin, tub or shower, kitchen sink and must be connected to sewerage outlets as provided in paragraph 6 herein. Said mobile home must not be less than seven hundred (700) square feet of floor space, excluding porch, garage space.

12. Section III. A residential structure of a minimum one thousand two hundred (1,200) square feet floor space, excluding porches and garages.

13. No animals or birds, other than household pets, shall be kept on any lot.

14. No signs of any kind shall be displayed to the public view except signs used by real estate agents and/or owners to advertise the property for sale. Signs advertising garage and/or yard sales, or other miscellaneous items, may be erected for a period of three (3) days.

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 shall not be kept except in sanitary containers. All incinerators or other equipment for the storage or disposal of such materials shall be kept in a clean and sanitary condition.

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 of property on which improvement is done.

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

19. All buildings shall be completed within nine (9) 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, rip-rap, or butane tanks 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 of any tract, except for the purpose of repairing, washing and other maintenance for periods not to exceed seven (7) days.

22. Upon the sale or execution of contract for deed, the purchasers shall be liable for maintenance charge at the rate of \$100.00 per year for each lot, for the years 2002, 2003 and 2004, for the purpose of creating a fund to be known as "Pine Harbor Estates Maintenance Fund" to be paid by the owners of each lot in conjunction with a charge to be paid by the owners of the lots in Pine Harbor Estates, Sections I, II and III, the same to be secured by vendor's lien upon said lot and payable annually on the 1st day of January of each year in advance, beginning January 1, 2002 to the Pine Harbor Civic Club at its office in Onalaska, Texas, P. O. Box 831, Onalaska, Texas 77360, and said charges and lien are hereby assigned to such Association. Effective January 1, 2005 the maintenance charge shall be reduced to \$40.00 per year; provided however, that such annual charge may be increased or decreased from year to year by a majority of property owners. Ninety-Five Dollars (\$95.00) of the maintenance charge received for the years 2002, 2003 and 2004 shall be used for improvement of roads in the subdivision and Five Dollars (\$5.00) shall be deposited into a general fund account for payment of postage, rental of clubhouse, legal expenses, and doing any other things necessary or desirable in the opinion of said Association to keep the property neat and in good order and which it considers of general benefit to the owners or occupants of the addition. After January 1, 2005, Thirty Five Dollars (\$35.00) from said maintenance charge shall be applied so far as is sufficient towards the payment of maintenance expenses or construction cost incurred by any or all of the following purposes: lighting, improving and maintaining the reserve area, employing policemen and watchmen, caring for vacant lots, ramps, boat landing, boat basins and other similar recreation facilities, and Five Dollars (\$5.00) shall be deposited into a general fund account for payment of postage, rental of clubhouse, legal expenses, and doing any other things necessary or desirable in the opinion of said Association to keep the property neat and in good order and which it considers of general benefit to the owners or occupants of the addition. It being understood that the judgment of said committee in the expenditure of said funds shall be final so long as such judgment is exercised in good faith. All conveyances of lots shall be subject to such maintenance charge by acceptance of this deed of contract of deed, each purchaser consents and acknowledges that the Pine Harbor Civic Club has no obligation to furnish maintenance or do any

other thing described in this paragraph other than from maintenance funds.

23. Each and every owner of property in Pine Harbor Estates, Sections I, II and III, shall be members of the Pine Harbor Civic Club and shall be subject to the Bylaws and other rules and regulations as established from time to time by the Pine Harbor Civic Club. Each lot, irregardless of how many persons own an interest therein, shall be entitled to one vote for each lot owned. Other than maintenance fees as required by these deed restrictions, there are no annual dues required for membership in the Pine Harbor Civic Club effective as of the effective date of these restrictions.

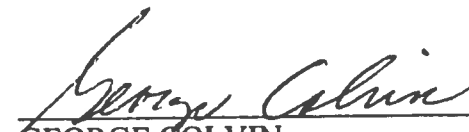
24. Pine Harbor Civic Club is a property owners' association as defined by Chapter 202 and Chapter 209, Texas Property Code, and every property owner shall have all rights granted by Texas law to property owners.

25. Any property owner not timely paying his maintenance fees and/or in violations of any deed restrictions, shall be deprived of all privileges of the use and enjoyment of common facilities and amenities provided in this subdivision and such privileges, including the right to vote at any annual or special meetings of the Association, shall not be renewed until all delinquent payment have been brought up to date, plus interest at the rate as set by the Board of Directors and the Bylaws of the Association.

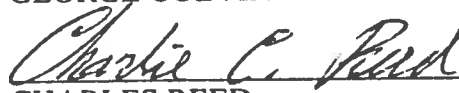
26. No lot shall be used as a means of ingress and/or egress to property bordering or adjoining Pine Harbor Estates unless a residence is constructed on the Pine Harbor Estates lot and the owner of the Pine Harbor Estates lot owns the adjoining or bordering property. The right to use a Pine Harbor estates lot for ingress and/or egress is not transferable or assignable to any person or entity without the transfer or assignment of the Pine Harbor Estates lot.

27. Abandoned (deserted) real and personal property cannot be left on lots. *Real Property* is defined as: property that is attached to the land such as buildings, etc. *Personal property* is defined as: property that is movable or not attached to the land.

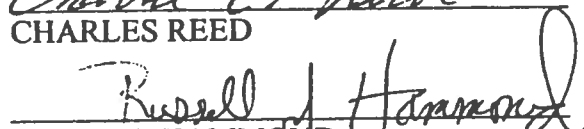
EXECUTED by the Board of Directors of Pine Harbor Civic Club, a Texas non-profit corporation, on the dates set forth by the respective acknowledgments, subject to the filing of a written instrument reflecting approval by at least a majority of the property owners, pursuant to the Deed Restrictions referenced above.



 GEORGE COLVIN



 CHARLES REED



 RUSSELL HAMMOND

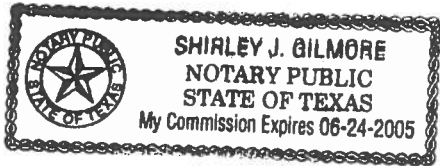


 KENNETH SHANK

STATE OF TEXAS *

COUNTY OF Polk *

This instrument was acknowledged before me on the 12th day December, 2001, by GEORGE COLVIN, Director Pine Harbor Civic Club.

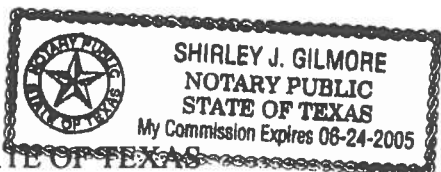


Shirley J. Gilmore
Notary Public, State of Texas

STATE OF TEXAS *

COUNTY OF Polk *

This instrument was acknowledged before me on the 21st day December, 2001, by CHARLES REED, Director of Pine Harbor Civic Club.

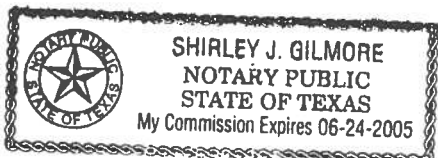


Shirley J. Gilmore
Notary Public, State of Texas

STATE OF TEXAS *

COUNTY OF Polk *

This instrument was acknowledged before me on the 12th day December, 2001, by RUSSELL HAMMOND, Director Pine Harbor Civic Club.

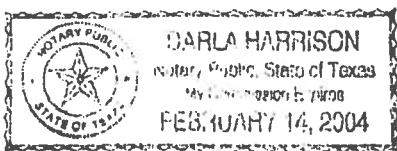


Shirley J. Gilmore
Notary Public, State of Texas

STATE OF TEXAS *

COUNTY OF Polk *

This instrument was acknowledged before me on the 11th day December, 2001, by KENNETH SHANK, Director Pine Harbor Civic Club.



Darla Harrison
Notary Public, State of Texas

FILED AND RECORDED
OFFICIAL PUBLIC RECORDS

2002 JAN - 8 AM 11:01

Barbara Middleton
BARBARA MIDDLETON
COUNTY CLERK, POLK COUNTY, TEXAS

STATE OF TEXAS
COUNTY OF POLK

BARBARA MIDDLETON hereby certifies that this instrument was FILED in the number designated on the face and as the true and correct copy of the original as duly recorded in the public records of this county and that the same was duly recorded in the public records of this county on the date and at the time designated on the face of this instrument.

JAN 08 2002



Barbara Middleton
COUNTY CLERK
POLK COUNTY TEXAS

