

**2012 RESTATED AND AMENDED RESTRICTIONS FOR
HAWG HEAVEN LAKE ESTATES SUBDIVISION, TRINITY COUNTY, TEXAS**

STATE OF TEXAS *
* KNOW ALL MEN BY THESE PRESENTS:
COUNTY OF TRINITY *

WHEREAS, WIGGINS LAND COMPANY OF TEXAS, INC., (hereinafter called Developer of a subdivision known and designated as HAWG HEAVEN LAKE ESTATES SUBDIVISION (hereinafter called "Subdivision"), in Trinity County, Texas, as shown in the maps or plats of said subdivision, recorded in the Plat Records of Trinity County, Texas, at Volume 2, page 126, reference to which is hereby made for all purposes; and

WHEREAS, said Developer, on November 10, 1977, at Volume 253, page 233, et seq, Deed Records of Trinity County, Texas, has previously filed its "Restrictions" (hereinafter called "Restrictions") applicable to Hawg Heaven Lake Estates Subdivision, reference to which is hereby made for all purposes; and

WHEREAS, on September 23, 1982, Articles of Incorporation for HAWG HEAVEN PROPERTY OWNERS ASSOCIATION, INC, (the "Association") were filed with the Secretary of the State of Texas and a Charter was issued on the same date said; and

WHEREAS, by that certain document dated October 26, 1983, and filed of record at Vol. 315, page 449, et seq., of Deed Records of Trinity County, Texas, the developer's rights were conveyed to and granted to the HAWG HEAVEN PROPERTY OWNERS ASSOCIATION, INC., including the right to amend the deed restrictions, and

WHEREAS, said Restrictions, Restriction No. 13, provided, in part as follows: "The Developer reserves the right at any time hereafter to make such reasonable changes in or waivers of any or all of the above restrictions, conditions, covenants and assessments as the Developer in its sole discretion may deem reasonably necessary or desirable, without approval of the lot owners"; and

WHEREAS, the Association filed, at Volume 734, pages 708, et seq., Official Public Records, Trinity County, Texas, on November 9, 2004, a document entitled "Amended and Restated Restrictions" for the Hawg Heaven Subdivision, Trinity County, Texas; and

WHEREAS, the 2004 Amended and Restated Restrictions provided as follows:

These covenants are to run with the land and shall be binding upon all parties and persons claiming under them until January 1, 2023, at which time said covenants shall be automatically extended for successive periods of ten years unless these covenants have been amended a majority of the members of the Association at a meeting of the members at which notice to amend the restrictions is given and a

quorum of the members is present voting, in person or by proxy, to amended the covenants, and such amendment being recorded in the records of the County Clerk of Trinity County, Texas agreed to change said covenants in whole or in part;

NOW, THEREFORE, the Board of Directors for the Hawg Heaven Property Owners Association, Inc., at a meeting held on June 9, 2012, did vote to present the following 2012 Restated and Amended Restrictions for Hawg Heaven Subdivision, Trinity County, Texas, to a vote of the members of the Association, voting in person or through proxy, at a meeting of the members, present at which a quorum was had, and the following 2012 Restated and Amended Restrictions were adopted as follows:

1. Definitions

- (a) Association. As used herein, the term "Association" shall mean the Hawg Heaven Property Owners Association, Inc., a non profit corporation organized under the laws of Texas and its successors and legal representatives, as well as any assignee of its rights as Association.
- (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 Trinity 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 Hawg Heaven 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) 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.
- (i) Maintenance Fee and/or Charge. "Maintenance Fee" and/or "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.
- (j) Maintenance Fund. "Maintenance Fund" shall mean the amounts collected from time to time by the Association, upon payment of Maintenance Charges by the Owners.
- (k) 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 in these Bylaws.
- (l) Property Owner. "Property Owner" and/or "Owner" is defined as the legal owner(s) of the lot(s) in the subdivision, as shown by their deed(s) if not shown on said deed(s)¹, and 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.
- (m) Plats. "Plats" shall mean the plat of the subdivision recorded in the County Clerk's office.
- (n) 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.
- (o) 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.
- (p) Subdivision. "Subdivision" shall mean the Hawg Heaven Lake Estates Subdivision, Sections 1, 2, and 3, Trinity County, Texas, as shown on the respective Plats on file with the County Clerk's office.

2. Single Family Residential Use Only.

- (a) 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. The lots in such Subdivision shall be used for residential purposes only, except those lots which are designated on the official plat of said Subdivision as being commercial lots, and except those lots which may from time to time be designated by the Association for business, recreational, or commercial purposes.
- (b) Any exceptions for business or commercial purposes shall contain an agreement upon the part of the lot owner that no business shall be offensive or an eyesore, such as a chicken processing plant, or junkyard, etc., or any business that will devalue property in the vicinity thereof.
- (c) The term "residential purposes" as used herein shall be held and construed to exclude hospitals, clinics, nursing homes, duplex houses, apartment houses, boarding houses, hotels and all other commercial uses as all such uses of said property are hereby

expressly prohibited. Rental or lease of the lot and the residence thereon for any period of time less than 180 days shall be prohibited. Any rental or lease shall provide, in writing, that the renter or lessee has received a copy of the Deed Restrictions and agrees to be bound by same and comply with all Deed Restrictions.

- (d) Rental or lease of the lot and residence shall not relieve the property owner from compliance with these Deed Restrictions.
- (e) No Temporary Dwellings. No garage or basement shall at any time be used as a temporary or permanent residence.
 - (1) Subject to the remaining provisions of these Restrictions, no shack or any outbuilding (other than a private boathouse, garage, or storage building complying with these restrictions) shall be erected or placed on any lot, and no boathouse, garage or storage building erected on any lot shall at any time be used as a dwelling, temporarily or permanently.
 - (2) Temporary camping equipment cannot be left on a lot unattended for more than twenty-four (24) consecutive hours.

3. Deed Restrictions Committee.

- (a) There shall be established an Deed Restrictions Committee, (referenced at times as the "DRC"), 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, without consent of DRC, 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 DRC may reasonably request) have been submitted to and approved in writing by the DRC 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. 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.
- (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 DRC.
- (e) Except as may be provided for in these Restrictions, and/or any waiver or approval by the DRC, the International Residential Code applies to all construction, alteration, remodeling, enlargement, and repair of all structures built in the Subdivision.

4. Construction Requirements.

- (a) No building shall be erected or maintained thereon other than a private residence and shall contain not less than five hundred (500) square feet of floor space, exclusive of porches and garage. (with a minimum floor area of 1600 square feet on all lots hereunder), a storage building (with minimum floor area of 30 square feet), a private garage and a private boathouse for sole use of the purchaser of such lot. The minimum floor area requirements stated hereinabove are exclusive of porches,

stoops, open or closed carports, patios and garages. Mobile homes, including "manufactured housing", shall not be allowed in the subdivision. Exceptions may be approved by the DRC for component type manufactured housing that meets all other standards established by the DRC.

- (b) 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.
- (c) 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 Deed Restrictions Committee.
- (d) No tar type roof or siding materials will be used on any structure, and no sheet metal type roof or siding materials will be used without written approval of Deed Restrictions Committee on any structure.
- (e) 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 Deed Restrictions 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 Deed Restrictions Committee.
- (f) The ditches and culverts in the front of each lot shall be kept open, and only the size culverts recommended by the County Commissioner in that precinct shall be installed. Culverts for driveways on lots shall be mandatory (unless otherwise approved by the Deed Restrictions 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.

- (g) No building material of any kind or character shall be placed or stored upon any tract until the owner is ready to commence construction and then such material shall be placed within the property lines of the tract or parcel of land upon which the improvements are to be erected, and shall not be placed in the streets.
 - (h) 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 DRC.
 - (i) Fences. Fences shall be permitted to extend to the side lot lines and back lot lines and to no less than fifteen (15) feet of the front lot lines, but without impairment of the easements reserved and granted in these restrictions. Any fence fronting on FM 356 shall be twenty-five (25) feet from the front lot line. All fences that face a street must be of wood or steel construction. No barbwire fencing facing a street is allowed. Any animals or birds must be fenced behind the residence, no closer to the street than 75 feet except for corner lots which may be fenced for animals up to 40' from side lot line.
 - (j) Manufactured Housing. Permanent manufactured housing will be allowed provided that they are factory designed, neat in appearance and have adequate bathroom facilities properly attached to a septic tank and field drain liner or a holding tank.
 - (k) Secondary Structures. Toolhouses, temporary tents and camping trailers will be permitted provided they are neat and having a pleasing exterior.
5. Set Back Lines. No building or structure shall be built within five (5) feet of the side lines of said lots. Set Back Lines. No building, or structure other than a fence shall be located nearer to the side street line than five (5) feet or nearer the side lot line or rear lot line than five (5) feet. "Side lot line", as used in this paragraph, in respect to any two or more contiguous whole and/or fractional lots owned by (and/or under contract to be conveyed by the Developer to) the same person or persons and used as a single building site, shall thereafter mean, respectively, each and/or either of the two outermost side lot lines, considering said contiguous whole and/or fractional lots as one lot. No building or structure shall be located nearer to the front lot line than fifty (50) feet.

6. Plumbing and Sanitation. 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 tanks or holding tanks of approved construction.
7. Signs. No sign of any description may be erected or placed upon any portion of any lot without the express written approval of the Association.
8. Pets. No animals shall be kept or maintained on any lot, except customary household pets, without the written consent of the Association, and the owner must have a minimum of eight (8) lots together. In no case shall animals be kept which would be offensive to other property owners such as hogs or goats. No animals or birds, other than household pets, shall be kept on any lot. Any household pets allowed shall be raised or maintained on the property in such manner, or with such lack of care, as to cause offensive odors or noises, or so as to otherwise be a nuisance or annoyance, or be raised for commercial purposes. Dogs shall be permitted only if continuously contained by leash or within a fenced area. No one will be allowed to keep livestock other than one horse or one cow per acre and no hogs, which livestock shall be contained by fence behind the location of the house on the lot. Exceptions upon approval, by the DRC, may be made for youth raising 4-H & FFA animals kept on property for less than eight (8) months total time.
9. Easements. The Association hereby reserves the right, without further assent or permit from the lot owners, to itself or to grant to any public utility company, municipality or water company, the right to erect and lay or cause or permit to be erected or laid, maintained, removed or repaired in all roads, streets, avenues or ways on which said above described lots about or upon any part of said lots at the election of the Association, electric light, telephone and telegraph poles and wires, water, sewer and gas pipes and conduits, catch basins, surface drains and such other customary or usual appurtenances as may from time to time in the opinion of the Association or any public utility company or municipality be deemed

necessary or useful in connection with the beneficial use of said lots, roads, streets, avenues and ways, and only in and on said lots herein above described when necessary to effectuate any of the foregoing purposes, and all claims for damages, if any, caused by the construction, maintenance, and repair thereof, or on account of temporary or other inconveniences caused thereby, against the Association or any public or private utility company or municipality or of any of its or their agents or servants, are hereby waived by the lot owners for themselves and their successors in title. No dedication to public use of roads, alleys or ways is intended by this instrument. The lots, ways or alleys referred to are meant to include those either developed or to be developed in said Subdivision by the Association, and the Association hereby reserves title to the streets and alleys, and reserves the right to dedicate such streets and alleys to the use of the public. The Association reserves the right to change any of the covenants or stipulations concerning the use of any of the rights-of way and easements as the conditions and development of said Subdivision shall warrant, and which shall, in the opinion of the Association, be reasonable, and the purpose of said covenants and restrictions if for the protection of the lot owners in said Subdivision.

10. Reservations. All lots in the aforesaid subdivision shall be sold subject to the reservation of all oil, gas and other minerals in and under the property and premises and subject to any and all oil, gas and mineral leases affecting such land and subject to all easements, rights-of-way, stipulations, restrictions and reservations of record affecting such land.
11. Hunting and Firearms. No hunting, or discharging of firearms, shall be allowed in any area of said subdivision.
12. Drilling and other Activities.
 - (a) Drilling or exploration of minerals is not allowed.
 - (b) No merchantable timber upon any lot shall be cut or mutilated, except that a reasonable sized site for a house may be cleared.

13. Maintenance Fee/Fund. The owners of lots purchased in said Subdivision shall pay an annual Maintenance Fee the sum of Thirty and no/100 (\$30.00) Dollars per lot, on the 10th day of April of each year, beginning on the 10th day of April, 2004. Said Maintenance Fee shall be secured by a lien against said lot, 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 May 10th of the year in which such maintenance fees are due. 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 any quarterly 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 quarterly 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 the amount of the maintenance fee last approved by the Association. 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 initially retained by Developer 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.
14. Purpose of Maintenance Fund. 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;
 - (c) collecting and disposing of garbage, ashes, rubbish and similar material as well as the maintenance of vacant lots;

- (d) the construction of clubhouse facilities, ramps, boat landings, boat basins and other similar recreation facilities on areas so reserved by Association; and
 - (e) doing any other thing necessary or desirable in the opinion on 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 Hawg Heaven Subdivision including any expenses incurred in enforcing any provisions of the restrictions, including any amendments thereto, on file in the County Clerk's office of Polk County, Texas.
15. Special Assessments. In addition to the Maintenance Fee assessment set forth in paragraph 14 of these 2012 Restated and Amended Restrictions, the owners of lots purchased in said Subdivision shall be subject to a "Special Assessment" for road repairs, in such amount as may be established by the Association at a special or quarterly meeting of the members, at which a quorum is present and at which notice for an election for the assessment of said Special Assessment is given at least thirty (30) days in advance of such meeting. Should the special assessment be approved by a two-third (2/3) vote of the members, represented in person or by proxy, of the Property Owners Association at the quarterly meeting of the Property Owners Association, then the Special Assessment shall become effective on the date noticed, with the proceeds from such special assessment being ear-marked for the specific purpose set forth in the notice of such election. Said Special Assessment shall be secured by a lien against said lot, the same lien as provided for by restrictions. The failure to pay said any Special Assessment shall constitute authorize the Association to bring a lawsuit to judicially foreclosure lien against said lot. This lien is in the form of an assessment to run with the ownership of said lots. The Special Assessment shall be deemed delinquent if not paid within thirty (30) days of the date set forth in the notice as being the date the Special Assessment is due.
16. Lot Maintenance. The Association reserves the right to enter upon any lot at any time to preserve the restrictions, conditions, covenants and agreements herein contained. Failure to enforce any restriction, conditions, covenant or agreement herein contained shall in no event be deemed a waiver of a right to do so thereafter, as to the same breach, or as to one

occurring prior or subsequently thereto, and invalidation of any one of these covenants, or any part thereof, by judgment or court order shall in no way affect any of the other provisions herein contained, or any part thereof, which shall remain in full force and effect. Any written approval by the Association of any act shall be subject to all applicable municipal, county, state or federal rules, regulations, ordinances or laws.

- (a) No lot or portion of any lot shall be used as a dumping ground for rubbish or trash, nor for storage of items or materials (except during construction of a building), and all lots shall be kept clean and free of any boxes, rubbish, trash or other debris and inoperative cars, vans, or buses.
- (b) Grass and weeds may not exceed twelve inches in height. Refrigerators and other large appliances shall not be placed outdoors.
- (c) No noxious or offensive trade or activity shall be carried on upon this property nor shall anything be done thereon which may become an annoyance or nuisance to the neighborhood such as allowing junk automobiles or excessive garbage and trash accumulation on the property.
- (d) The 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 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.

17. Subdividing of Lot. No lot may be subdivided without the consent of the Association. No lot or any part of a lot shall be used for a street, access road or public thoroughfare without the prior written consent of the Association.
18. Liability of Owners to Owners' Families and Guests. All lot owners shall be liable for any injury to themselves or any of their family or guests while in or on any of the roads, lakes or playground or property of said subdivision or Association, and the Association shall not be liable for any such injury.
19. Transport Vehicles. Trucks with tonnage in excess of one (1) ton shall not be permitted to park on the streets, driveways, or lots overnight, and no vehicle of any size which normally transports inflammatory or explosive cargo may be kept in the Subdivision at any time.
20. Property Owners Association.
 - (a) Every property owner in Hawg Heaven Subdivision shall be a member of the Hawg Heaven Property Owners Association, Inc., Association, and the Association shall be a property owners association as defined by the Texas Property Code.
 - (b) Any lot owner who has not paid the annual maintenance fees, or any other fees assessed by the Association, 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. Except as may be provided for by Chapter 209 of the Texas Property Code, 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.

- (d) Any lot owner who brings a lawsuit against the Association alleging a violation of any duty of the Association to enforce the deed restrictions, or alleging that the Association, or any director, officer and/or agent of the Association, shall be liable to the Association for any legal fees and costs incurred in defending such lawsuit.
- (e) Notwithstanding any provision to the contrary, nothing herein or in the plats above referenced shall be deemed, interpreted or construed as imposing any obligation or obligations whatever upon the Association, and the Association shall not be liable under any provisions hereof or thereof for any charge, assessment, breach, act or omission to act.
- (f) No Liability of Association. 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 playgrounds or property of said subdivision or the Association, and the Association shall not be liable for any such injury.
- (g) Voting Rights of Members. Each property owner shall have the right of one vote, irregardless of the number of lots owned.

21. Enforcement of Deed Restrictions.

- (a) Subject to the provisions of subsection (d) of this paragraph, if any person or entity, as defined hereinafter, whether or not lawfully in possession of any real property hereunder, shall either (1) violate or attempt to violate any restriction or provision herein or (2) suffer to be violated (with respect to the real property in which such person or entity has rights other than the rights granted by this sentence) any restriction or provision herein, it shall be lawful for the Hawg Heaven Property Owners Association, Inc., and/or any person or entity, as defined hereinafter, possessing rights with respect to any real property hereunder, to prosecute any proceedings at law or in equity against any such person or entity violating, attempting to violate and/or suffering to be violated any restriction or provision herein to (1)

prevent such violation, (2) recover damages 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.

- (b) The Board of Directors of the Association shall have the right, but not the exclusive duty, to take action 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, and/or for any other violation of the deed restrictions.
- (c) Notwithstanding any provision to the contrary, nothing herein or in the plats above referenced shall be deemed, interpreted or construed as imposing any obligation or obligations whatever upon the Association, and the Association shall not be liable under any provisions hereof for any charge, assessment, breach, act or omission to act. Neither the Deed Restrictions 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 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.

22. 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.

23. Duration and Amendment. The foregoing restrictions, conditions, covenants and assessments shall be deemed and considered covenants running with the herein above described lots and shall be binding upon the lot owners and their heirs, executors, administrators and assigns. The Association reserves the right at any time hereafter to make reasonable changes in or waivers of any or all of the above restrictions, conditions, covenants and assessments as the Association in its sole discretion may deem reasonable necessary or desirable, without approval of the lot owners. These covenants are to run with the land and shall be binding upon all parties and persons claiming under them until January 1, 2023, at which time said covenants shall be automatically extended for successive periods of ten years unless these covenants have been amended as provided for herein. The Association has the right to amend these restrictions as may be recommended by the Board of Directors and approved by a majority of the members of the Association at a special or quarterly meeting

of the members at which notice to amend the restrictions is given and a quorum of the members is present voting, in person or by proxy, to amended the covenants, and such amendment being recorded in the records of the County Clerk of Trinity County, Texas agreeing to change said covenants in whole or in part, and at which special or annual meeting specific notice of such reasonable changes in or waivers of any or all of the above restrictions, conditions, covenants is given at least thirty (30) days in advance of said meeting of the members.


These 2012 Restated and Amended Restrictions were approved by the Board of Directors on June 9, 2012, and were approved by the members of the Hawg Heaven Property Owners Association, Inc. at a meeting of the members held on June 9, 2012, at which meeting a quorum was present, represented in person or by proxy, and these 2012 Restated and Amended Restrictions received a majority of the votes cast at such meeting in favor of these 2012 Restated and Amended Restrictions.

Witness our signatures on this 11th day of Aug, 2012.



DEWEY WISEHART, President

Attest:



LEONA GRESHAM, Secretary

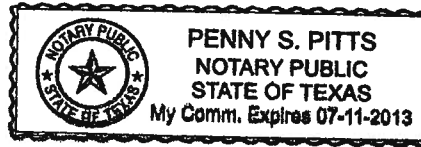
THE STATE OF TEXAS
COUNTY OF Polk

ACKNOWLEDGED TO before me by DEWEY WISEHART, President, Hawg Heaven Property Owners Association, Inc., on this 11th day of August, 2012.

Penny S Pitts
NOTARY PUBLIC, STATE OF TEXAS

After Filing Return to:

Travis E. Kitchens, Jr.
Lawyer
P. O. Box 1629
Onalaska, Texas 77351



THE STATE OF TEXAS
COUNTY OF TRINITY

I hereby certify that the instrument was FILED on the date and at the time stamped hereon by me and was duly RECORDED in the Official Public Records of Trinity County, Texas in the Volume and Page as noted hereon by me.

Diane McCrory
County Clerk, Trinity County
By: [Signature] Deputy



FILED
at 1:50 o'clock P M

SEP 05 2012

DIANE McCrory
COUNTY CLERK, TRINITY CO. TEXAS
By: [Signature] Deputy