

**THIRD AMENDMENT
TO
RESERVATIONS, RESTRICTIONS AND COVENANTS FOR SOMERSET SHORES
SUBDIVISION, SAN JACINTO COUNTY, TEXAS**

This Third Amendment to Reservations, Restrictions and Covenants for Somerset Shores Subdivision, San Jacinto County, Texas, is effective as of the 25th day of JUNE 2019.

WHEREAS, on August 22, 2012, Somerset Shores, LLC, a Texas limited liability company ("Developer") recorded those certain Reservations, Restrictions and Covenants for Somerset Shores Subdivision, San Jacinto County, Texas, as Instrument No. 2012004520, of the Real Property Records, San Jacinto County, Texas (the "Declaration");

WHEREAS, the Somerset Shores Property Owners Association, a non-profit corporation, was established under Texas law to serve as the "Association" pursuant to the Declaration;

WHEREAS, at a meeting of the members of the Association duly called and held on November 2, 2017, more than a majority of the members of the Association approved that certain First Amendment to Reservations, Restrictions and Covenants for Somerset Shores Subdivision, San Jacinto County, Texas with an effective date of November 2, 2017, and recorded on December 27, 2017 as Document No. 20177162, of the Real Property Records, San Jacinto County, Texas;

WHEREAS, at a meeting of the members of the Association duly called and held on February 24, 2018, more than a majority of the members of the Association approved that certain Second Amendment to Reservations, Restrictions and Covenants for Somerset Shores Subdivision, San Jacinto County, Texas with an effective date of February 24, 2018, and recorded on April 5, 2018 as Document No. 20181903, of the Real Property Records, San Jacinto County, Texas;

WHEREAS, at a meeting of the members of the Association duly called and held on May 18, 2019, the amendment below described was approved by more than a majority of the members of the Association; and

WHEREAS, Developer is currently the fee simple owner of several lots which are the subject of said Declaration and joins herein to approve this amendment;

NOW THEREFORE, for and in consideration of the mutual covenants herein, and for other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, the Declaration is hereby further amended as follows:

1. The following sentence shall be added at the end of Subparagraph 20. (a) on Page 11 of the Declaration:

In addition to the annual assessment for the Maintenance Fee, each Member who owns a "substantially completed home" (as determined by the Board of Directors of the Holiday Villages of Livingston Owners Association in its reasonable determination), as of November 30th of the year prior to the assessment year, and who does not also own a lot within the Holiday Villages Subdivision, shall be assessed and pay their respective per capita share of the total annual amount charged as a "User Fee" by the HVLOA to the SSPOA in accordance with the specific terms set forth in Paragraph 2. of that certain Easement and Agreement Concerning Use of Private Roads and Amenities dated JUNE 25, 2019 (a copy of which is attached hereto and incorporated herein by reference). The per capita share amount shall also be due on the 1st day of January of each year and shall be deemed delinquent if not paid by February 1st of the year in which such payment is due. Additionally, the payment of such assessed per capita share amount shall be secured by a lien against the respective Member's lot(s), and failure to pay such assessment shall constitute a foreclosure lien against such lot(s) and this lien shall be in the form of an assessment to run with the ownership of said lot(s).

2. The heading for Paragraph 17. on Page 11 of the Declaration shall be modified to read as follows: "Transport Vehicles and Trailers" and the following sentence shall be added at the end of such Paragraph:

Additionally, any trailers (including boat and/or jet ski trailers) must be stored on the Member's own private property and in such a location so as to cause minimal interference with the view of the lake by other Members.

3. Any capitalized term not defined herein shall have the meaning ascribed to it in the Declaration. If there is any inconsistency or conflict between the provisions of this Amendment and the Declaration, the provisions of this Amendment shall control.
4. This Amendment will be governed by the laws of the State of Texas.

IN WITNESS WHEREOF, the undersigned has executed this Amendment as of the date first written hereinabove.

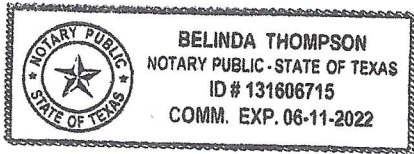
SOMERSET SHORES PROPERTY OWNERS ASSOCIATION

By: _____
 Printed Name: WILLIAM R. DANIS
 Its: PRESIDENT

STATE OF TEXAS)

COUNTY OF Harris)

THIS INSTRUMENT was acknowledged before me on August 07, 2019, by William R. Janis, as President of the Somerset Shores Property Owners Association, a Texas non-profit corporation, on behalf of said corporation.



B Thompson
Notary Public, State of Texas

The undersigned, being the Developer, joins herein for the purpose of evidencing its consent to the foregoing Amendment.

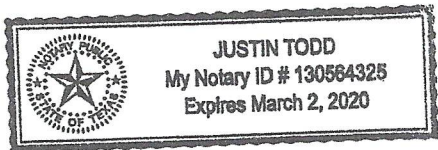
SOMERSET SHORES, LLC

By: [Signature]
Printed Name: Ross Anthony
Its: Assistant Vice President

STATE OF TEXAS)

COUNTY OF Dallas)

THIS INSTRUMENT was acknowledged before me on August 14, 2019, by Ross Anthony, as AVP of Somerset Shores, LLC, a Texas limited liability company, on behalf of said limited liability company.



Justin Todd
Notary Public, State of Texas

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ATTACHMENT

**EASEMENT AND AGREEMENT CONCERNING USE OF PRIVATE
ROADS AND AMENITIES**

THE STATE OF TEXAS §
 §
COUNTY OF SAN JACINTO § **KNOW ALL MEN BY THESE PRESENTS:**

This Easement and Agreement Concerning Use of Private Roads and Amenities (this "Agreement") is entered into this 25th day of June, 2019 (the "Effective Date"), by and between **SOMERSET SHORES PROPERTY OWNERS ASSOCIATION**, a Texas non-profit corporation ("SSPOA"), and **HV OF LIVINGSTON OWNERS ASSOCIATION**, a Texas non-profit corporation ("HVLOA").

WITNESSETH

WHEREAS, SSPOA was created, in part, to administer and enforce the provisions of those certain Reservations, Restrictions and Covenants for Somerset Shores Subdivision, San Jacinto County, Texas, dated August 9, 2012, and filed in the Official Public Records of San Jacinto County, Texas, under Clerk's File No. 212004520 (such Instrument as it may be amended and supplemented being hereinafter referred to as the "Somerset Declaration"); and

WHEREAS, SSPOA presently has jurisdiction over the real property encumbered by the Somerset Declaration (the "SSPOA Property"); and

WHEREAS, HVLOA was created, in part, to administer and enforce the provisions of those certain Subdivision Restrictions encumbering Sections A, B, C, D, E, F, G, H, I, and J of the Holiday Villages of Livingston Subdivision ("Holiday Villages"), such Subdivision Restrictions having been filed in the Official Public Records of San Jacinto County, Texas as set forth below (such Subdivision Restrictions and they may be amended and supplemented being hereinafter referred to as the "HV Restrictions"):

Document

**San Jacinto County Clerk's
Filing Number**

Subdivision Restriction- Section A	19991306
Subdivision Restriction- Section B	19991307
Subdivision Restriction- Section C	19991308
Subdivision Restriction- Section D	19991309
Subdivision Restriction- Section E	19991310
Subdivision Restriction- Section F	20015760
Subdivision Restriction- Section G	20032804
Subdivision Restriction- Section H	20038417
Subdivision Restriction- Section I	20045017
Subdivision Restriction- Section J	20050790

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WHEREAS, HVLOA has jurisdiction over the real property encumbered by the HV Restrictions (the "HVLOA Property"); and

WHEREAS, HVLOA is the owner of certain private roads (the "Private Roads") shown on the recorded plats described on *Exhibit "A"* hereto and certain common area amenities (the "HVLOA Amenities") located upon the real property described on *Exhibit "B"* hereto, including but not limited to playgrounds, parks, a boat ramp, a pool, and a clubhouse which property, improvements and facilities are available for the use and enjoyment of the members of HVLOA and their family members, tenants, invitees, and guests; and

WHEREAS, the parties desire to enter into an agreement pursuant to which the members of SSPOA will be granted the right to use the Private Roads and the HVLOA Amenities in common with the use of such Private Roads and the HVLOA Amenities by the members of HVLOA; and

WHEREAS, the parties believe that this Agreement will benefit their respective members and the residents of the property within their respective jurisdictions.

NOW THEREFORE, KNOW ALL PERSONS BY THESE PRESENTS, for and in consideration of the mutual benefits to the parties and other good and valuable consideration, the receipt and adequacy of which is hereby acknowledged, HVLOA and SSPOA hereby agree as follows:

1. Easement and Right of Use. In consideration for the payment specified in Paragraph 2 below, HVLOA, during the term hereof and subject to the further provisions hereof, shall allow the members of SSPOA, their family members, tenants, invitees and guests an easement and right to use the Private Roads and the right to use (but not an easement) the HVLOA Amenities. The use of such Private Roads and HVLOA Amenities to be in common with the members of HVLOA and their family members, tenants, invitees and guests and such other person(s) as HVLOA may determine. As is more specifically set forth herein, the easement and right to use such Private Roads and the right to use the HVLOA Amenities is granted subject to such Rules and Regulations (as herein defined) as have been and may hereafter be adopted by HVLOA; however, any access right on the Private Roads shall not be diminished. The easement in and to the Private Roads set forth herein shall be a covenant running with the land and shall inure to the benefit of the present and future fee owners of the SSPOA Property and shall be binding upon and burden the Private Roads and the HVLOA, its successors and assigns.
2. Annual Payment. SSPOA shall pay to HVLOA an annual user fee (the "User Fee") in an amount equal to the amount of assessments assessed by the Association to the owners of one (1) or two (2) lots encumbered by the HV Restrictions for such year multiplied by the number of substantially completed homes (as determined by the Board of Directors of HVLOA, in

its reasonable determination) located upon lots encumbered by the Somerset Declaration as of November 30th of the year prior to the assessment year ("Completed Homes") minus the number of Completed Homes whose record owner(s) are also the record owner(s) of one (1) or more lots in Holiday Villages as of November 30 of the year prior to the assessment year (record owner shall be the owner of the lot pursuant to a deed recorded in the Official Public Records of San Jacinto, Texas as of November 30 of the year prior to the assessment year) . For the year 2019, the Association assessed the owners of one (1) or two (2) lots encumbered by the HV Restrictions the amount of \$436.44. Therefore, the User Fee for the year 2019 is \$436.44 multiplied by the number of Completed Homes as of November 30, 2018 encumbered by the Somerset Declaration (which was seven [7]), minus the number of Completed Homes whose record owner(s) also own one (1) or more lots in Holiday Villages as of November 30, 2018 (which was one [1]) making the 2019 User Fee \$2,618.64 (\$436.44 x 6). Except for the User Fee for the year 2019 (which is due and payable to HVLOA on or before ten [10] days from the Effective Date), the User Fee is due and payable in advance to HVLOA on or before January 1 of each year and shall be considered delinquent if not received by January 31 of the year for which the User Fee pertains. Delinquent User Fees shall bear interest at the highest rate allowed by law. Partial payments or pro-rated amounts of the User Fee for less than a full year's use will not be accepted. Payment of the User Fee shall entitle the members of SSPOA and their family members, tenants, invitees and guests use of the HVLOA Amenities during the calendar year only. Another User Fee must be paid to HVLOA to entitle use of the HVLOA Amenities for each subsequent calendar year.

3. Rules and Regulations. The use of the Private Roads and the HVLOA Amenities shall be subject to such reasonable rules and regulations ("Rules and Regulations") covering the use, enjoyment and other aspects thereof as may be established by HVLOA from time to time; provided however, all Rules and Regulations adopted by HVLOA shall be uniformly applied and enforced without differentiation between the members of the two (2) associations who are entitled to use the Private Roads and the HVLOA Amenities. Violations of the Rules and Regulations may subject the member and their family members, tenants invitees and guests entitled to use the HVLOA Amenities to forfeit such members and their family members, tenants, and guests continued right to use the HVLOA Amenities; however, any access right on the Private Roads shall not be diminished.
4. Other Costs. In addition to the User Fee hereunder, Members of HVLOA and SSPOA may be subject to costs for access cards, vehicle stickers, and damages caused by such member or their family members, tenants, or guests, and other cost; provided however, all such costs shall be uniformly applied without differentiation between members of the two (2)

associations who are entitled to use the Private Roads and the HVLOA Amenities.

5. Upkeep and Maintenance. HVLOA shall be responsible for maintenance of the Private Roads and the HVLOA Amenities in a manner and condition determined by HVLOA, in its sole discretion. Further, the decision to keep, remodel, repurpose or permanently remove the HVLOA Amenities shall be determined by HVLOA, in its sole discretion.
6. No Third-Party Rights or Remedies. This Agreement is made for the exclusive benefit of those parties expressly provided for herein and not for any third party; nothing in this Agreement, expressed or implied, is intended or shall be construed to confer on any person or entity, other than those persons or entities provided for herein, any rights or remedies under or by reason hereof.
7. No Public Dedication. The rights created herein shall not constitute a dedication to the public of any portion of the Private Roads or the HVLOA Amenities, and HVLOA may take such steps as may from time to time be required to prevent a dedication of any portion thereof or the accrual of rights of the public in any portion thereof.
8. Heading. Headings contained herein are for convenience only and shall not be deemed to be a part hereof.
9. Amendments. No agreement shall be effective to add to, amend, change, modify, or supplement any of the provisions hereof or the rights granted hereunder in whole or in part unless such instrument is in writing and executed by HVLOA and SSPOA.
10. Remedies. In the event of a default by HVLOA under this Agreement, SSPOA may, after notifying HVLOA of the default and granting HVLOA a thirty (30) day period to cure such default, as its sole and exclusive remedies, terminate this Agreement or enforce specific performance of the provisions hereof. In the event of a default by SSPOA under this Agreement, HVLOA may, after notifying SSPOA of the default and granting SSPOA a thirty (30) day period to cure such default, as its sole and exclusive remedies, terminate this Agreement as to the use of the HVLOA Amenities by the members of SSPOA, their family members, tenants, invitees and guests (i.e., only the easement and right to use the Private Roads will survive) and/or seek other relief as allowed by law.
11. Notice. Notices shall be sent by certified mail/return requested to the following addresses:

HVLOA:

HV OF LIVINGSTON OWNERS ASSOCIATION
 700 Cooke Jones Road
 Point Blank, Texas 77364

SSPOA:


SOMERSET SHORES PROPERTY ASSOCIATION
4582 E. Kingwood Drive, #515
 Kingwood, Texas 77345

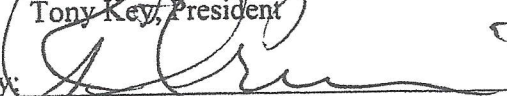
12. Term. Unless sooner terminated in accordance with other provisions hereof, this Agreement is effective until December 31, 2029, at which time this Agreement shall automatically be renewed and extended from calendar year to calendar year unless terminated by either party by giving the other party at least thirty (30) days prior written notice before the term hereof is automatically renewed and extended for another calendar year; however, the easement and right to use the Private Roads shall expressly survive.
13. Attorney's Fees. If any party retains an attorney to enforce this Agreement, the party prevailing in litigation is entitled to recover reasonable attorneys' fees and court and other costs from the other party.
14. Counterparts. This Agreement may be executed in multiple counterparts.

EXECUTED as of the Effective Date.

HVLOA:

HV OF LIVINGSTON OWNERS ASSOCIATION, a Texas non-profit corporation

By: 
 Tony Key, President

By: 
 Roseann Irwin, Secretary

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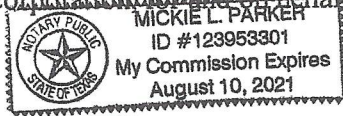
SSPOA:

SOMERSET SHORES PROPERTY OWNERS ASSOCIATION, a Texas non-profit corporation

By: [Signature]
Printed Name: WILLIAM R. JARVIS
Title: PRESIDENT

THE STATE OF TEXAS §
 §
COUNTY OF SAN JACINTO §

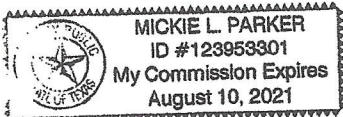
This instrument was acknowledged before me on June 25, 2019, by Tony Key, the President of HV of Livingston Owners Association, a Texas non-profit corporation, for and on behalf of said corporation.



[Signature: Mickie Parker]
NOTARY PUBLIC, STATE OF TEXAS

THE STATE OF TEXAS §
 §
COUNTY OF SAN JACINTO §

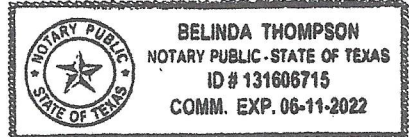
This instrument was acknowledged before me on June 25, 2019, by Roseann Irwin, the Secretary of HV of Livingston Owners Association, a Texas non-profit corporation, for and on behalf of said corporation.



[Signature: Mickie Parker]
NOTARY PUBLIC, STATE OF TEXAS

THE STATE OF TEXAS §
 §
COUNTY OF HARRIS §

This instrument was acknowledged before me on May 29, 2019, by William R Jarvis, the president of Somerset Shores Property Owners Association, a Texas non-profit corporation, for and on behalf of said corporation.



[Signature: B Thompson]
NOTARY PUBLIC, STATE OF TEXAS

EXHIBIT "A"

1. Section A of the Holiday Villages of Livingston Subdivision recorded in Volume 303, Pages 782 and 783 of the Plat Records of San Jacinto County, Texas.
2. Section D of the Holiday Villages of Livingston Subdivision recorded in Volume 303, Pages 786 and 787 of the Plat Records of San Jacinto County, Texas.
3. Section E of the Holiday Villages of Livingston Subdivision recorded in Volume 303, Pages 788 and 789 of the Plat Records of San Jacinto County, Texas.
4. Section F of the Holiday Villages of Livingston Subdivision recorded in Clerk's File No. 01-5755 of the Plat Records of San Jacinto County, Texas.
5. Section G of the Holiday Villages of Livingston Subdivision recorded in Clerk's File No. 03-2803 of the Plat Records of San Jacinto County, Texas.
6. Section H of the Holiday Villages of Livingston Subdivision recorded in Clerk's File No. 03-8410 of the Plat Records of San Jacinto County, Texas.
7. Section I of the Holiday Villages of Livingston Subdivision recorded in Clerk's File No. 04-4964 of the Plat Records of San Jacinto County, Texas.
8. Section J of the Holiday Villages of Livingston Subdivision recorded in Clerk's File No. 05-789 of the Plat Records of San Jacinto County, Texas.

EXHIBIT "B"

1. The clubhouse and pool located on Lot 349, Section A of the Holiday Villages of Livingston Subdivision recorded in Volume 303, Pages 782 and 783 of the Plat Records of San Jacinto County, Texas.
2. The boat ramp(s) located on Lots 88-94, Section A of the Holiday Villages of Livingston Subdivision recorded in Volume 303, Pages 782 and 783 of the Plat Records of San Jacinto County, Texas.
3. The park area for the boat ramp(s) located on Lots 270 and 271, Section A of the Holiday Villages of Livingston Subdivision recorded in Volume 303, Pages 782 and 783 of the Plat Records of San Jacinto County, Texas.
4. The park located on Lot 42, Section F of the Holiday Villages of Livingston Subdivision recorded in Clerk's File No. 01-5755 of the Plat Records of San Jacinto County, Texas.
5. The basketball court located on Lots 92 and 93, Section F of the Holiday Villages of Livingston Subdivision recorded in Clerk's File No. 01-5755 of the Plat Records of San Jacinto County, Texas.
6. The park located of Lots 235-237, Section J of the Holiday Villages of Livingston Subdivision recorded in Clerk's File No. 05-789 of the Plat Records of San Jacinto County, Texas.

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AFTER RECORDING, RETURN TO:

Mark K. Knop
Hoover Slovacek LLP
5051 Westheimer, Suite 1200
Houston, Texas 77056

Filed for Record in:
San Jacinto County

On: Jul 03, 2019 at 02:43P

As a
Recording

Document Number: 20194037

Amount 53.00

Receipt Number - 32838

By:
Marna Gearhart

STATE OF TEXAS
COUNTY OF SAN JACINTO

I, Dawn Wright hereby certify that this instrument was filed in number sequence on the date and time hereon by me, and was duly recorded in the OFFICIAL PUBLIC RECORDS of San Jacinto County, Texas as stamped hereon by me on

Jul 03, 2019

Dawn Wright, County Clerk
San Jacinto County, Texas

20195176

26007

Filed for Record in:
San Jacinto County

On: Aug 21, 2019 at 11:39A

As a
Recording

Document Number: 20195176

Amount 65.00

Receipt Number - 33757

By:
Tomi Tinsley

STATE OF TEXAS
COUNTY OF SAN JACINTO
I, Dawn Wriest hereby certify that this
instrument was filed in number sequence on the date
and time hereon by me, and was duly recorded in the
OFFICIAL PUBLIC RECORDS of San Jacinto County, Texas
as stamped hereon by me on

Aug 21, 2019

Dawn Wriest, County Clerk
San Jacinto County, Texas