

RESTRICTIVE COVENANTS  
OF  
PINWAH PINES ESTATES II

THE STATE OF TEXAS            |  
                                  |            KNOW ALL MEN BY THESE PRESENTS:  
COUNTY OF POLK                |

THAT the undersigned, herein called "Declarant", being the sole owner of the land and premises described as follows, to-wit:

All of PINWAH PINES ESTATES II, a subdivision of 97.383 acres of land out of the C. Devore Survey, Abstract No. 207, and the Elijah Ratcliff Survey, Abstract No. 65, in Polk County, Texas, as described in a deed dated December 9, 1982 from Lake Livingston, Inc. to First Texas Equities, Inc., recorded in Volume 424, Pages 854 et seq of the Deed Records of Polk County, Texas, and as depicted upon the plat thereof recorded in Volume 8, Pages 48, 49 and 50 of the Plat Records of Polk County, Texas;

has established, and by these presents does establish the following restrictions on the improvements, use and sale of said property, which shall apply equally to all the lots in said Subdivision as herein stated, and are for the mutual protection and benefit of all future owners in said Subdivision 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 for a period of twenty (20) years from the date of the recordation of this document, after which time these restrictions shall be automatically extended for successive periods of ten (10) years each. These Restrictions may be amended during the initial twenty (20) year period at any time by Declarant or its successor, or by a written instrument executed by at least ninety per cent (90%) of the owners of all lots in the Subdivision, with each lot representing one (1) vote. During any succeeding ten (10) year period after the initial twenty (20) year period, these Restrictions may be amended by a written instrument executed by at least seventy-five per cent (75%) of the owners of all lots in the Subdivision, with each lot representing one (1) vote. No amendment shall be effective until filed for record in the Deed Records of Polk County, Texas.

Declarant specifically reserves the right, at its sole option and discretion, to amend any of the covenants, conditions and restrictions contained herein, with prior notice to or prior consent of any owner of any lot in the Subdivision, at any time that Declarant deems such amendment necessary or desirable.

#### RESERVATIONS

1. There is reserved unto Declarant, and its successors and assigns, the roadway and street easements as shown upon the plat of the Subdivision, such road and street easements being ten feet (10') on each side of the centerline of each Subdivision road or street easement as shown upon such plat, and being ten feet (10') inside of, parallel and adjacent to each lot boundary line adjacent to each such street or road as shown upon the plat. Such roadway or street shall be reserved by Declarant for the use and benefit of Declarant, its successors and assigns, and for each lot owner in the Subdivision, and their respective heirs, successors, assigns and personal representatives, and shall be used for the purposes of the free and uninterrupted use, liberty and easement of such persons in common with one another.

2. There shall be reserved all utility easements and drainage easements as shown on the said plat of said Subdivision, and an easement over all streets, for the purpose of installing, using, repairing and maintaining public utilities, water, sewer lines, electric lighting and telephone poles, pipe lines and drainage ditches or structure and/or any equipment necessary for the performance of any public or quasi-public service and function, and for all other purposes incident to the development and use of said property as a community unit, with the right of access thereto for the purpose of further construction, maintenance and repairs. Such right of access to include the right, without liability on the part of any one or all of the owners or operators of such utilities, to remove any or all obstructions of said easement right-of-way, caused by trees, brush, fences, shrubs, or other obstructions which in their opinion may cause interference with the installation or operation of their facilities. Such easements shall be for the general benefit of the Subdivision and the property owners thereof, and are hereby reserved and created in favor of any and all utility companies entering into and upon said property for the purposes aforesaid, subject to the limitations as to water service hereinafter set forth. There is also reserved for use of all public utility companies an unobstructed aerial easement five feet (5') wide from a plane fifteen feet (15') above the ground upward, located adjacent to the said easements reserved hereby; and all easements shown on the plat for underground electric facilities.

3. Declarant reserves unto itself, its successors and assigns, the exclusive right at all times to use any and all areas reserved or dedicated as a public utility easement or street, for the purpose of laying, placing, or constructing, installing, maintaining or repairing of all kinds and types of water lines, mains or pipes as well as other equipment necessary or incidental to their operation and maintenance of water service and/or supply system, and its appurtenances, to service, furnish or supply this Subdivision with water.

4. There is reserved unto Declarant, its successors and assigns, and unto the owners of residential tracts in said Subdivision all areas designated as "Boat Launch" on the plat of said Subdivision as community ownership for boat launching and parking and other community type activities. The boat parking and launching areas shall be under the supervision of the Architectural Committee hereinafter constituted which said Committee for purposes of beautification and conformity shall approve any structures or

improvements in the same manner as provided for residential tracts. The Architectural Committee shall be entitled to use all necessary and reasonable means in avoiding the public at large, and thereby restrict the use thereof and the furtherance thereof such use shall remain subject to supervision of the Architectural Committee herein. Reserves constituting the boat launch areas as reflected by the aforesaid plat, shall be for the sole and exclusive use of lot owners herein, and their house guests, to the exclusion of the general public at large, and the maintenance and use thereof shall be under the exclusive control and supervision of the Architectural Committee.

5. The Architectural Committee shall consist of not less than three (3) persons, to be appointed by Declarant or its successors, who shall serve at the pleasure of the Declarant or its successors. Declarant or its successors may, at any time, assign any rights, duties, privileges or options reserved to or possessed by Declarant under these Restrictions to the Architectural Committee.

#### RESTRICTIONS

1. If the parties hereto, or any of them, or their heirs, successors, or assigns, shall violate or attempt to violate any of the covenants herein, it shall be lawful for the undersigned Declarant, its successors or assigns, to enter and abate such violation without liability, or it, its successors or assigns, and any other persons owning any real property situated in said Subdivision shall have the right to prosecute any proceeding at law or equity against the person or persons violating or attempting to violate such restrictions, and either to prevent him or them from doing, or to cause to be removed such violation, or to recover damages for such violation.

2. 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.

#### Structure

3. No building shall be erected, placed or altered on any building tract in this Subdivision until the plans, specifications and plat showing the location of such building has been approved in writing as to conformity and harmony of external design with the existing structures in the Subdivision, and as to location with respect to topography and finished ground elevation by the Architectural Committee, or by a representative designated by a majority of the members of said Committee. In the event of death or resignation of any member of said Committee, the remaining member or members shall have full authority to approve or disapprove such design and location within thirty (30) days after said plans and specifications have been submitted to it. In the event said Committee fails to approve or disapprove such plans within such time, 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.

4. No residential structure shall be placed on any waterfront residential tract unless its living area has a minimum of 1,700 square feet of living area when measured to exterior walls, nor on a lakeview residential tract unless its living area has a minimum of 1,350 square feet of floor area, nor any other residential tract unless its living area has a minimum of 1,000 square feet when measured to exterior walls, exclusive of porches and garages. All residences placed on any lot abutting Chain Drive, or abutting the ravines depicted as Holly Brook, Fern Hollow and Magnolia Spring on the Subdivision plat shall have a minimum of 1,200 square feet of floor area as defined above.

5. All residences shall be located in accordance with the building liens shown on the plat of said Subdivision. No residence shall be located nearer than eight feet (8') to any side line.

6. The set-back lines may be relaxed by decision of the Architectural Committee if the above prescribed distances are not feasible, considering the terrain and topography of the lot.

7. No structure shall be placed on any lot which, by reason of high walls or fences, excessive heights, specially peaked roof design, et., unreasonably obstructs the use or view of improvements to be located upon an abutting lot. For this purpose "Abutting Lot" also includes two or more lots separated by a street.

8. No trailer, mobile home, tent, shack, garage, barn or other outbuilding or structure of a temporary character shall, at any time, ever be attached to the property or be used as a residence, temporarily or permanently; nor shall any structure ever be moved into or permitted to remain on any lot, except during construction of permanent structures. No trucks or equipment used by construction purposes may be parked or stored on a residential lot or the street adjoining it except during actual construction of a residence on that lot.

9. If a central television cable system is available to the Subdivision, such system is to be used exclusively and in such event, no aerial antenna or similar structure shall project above the uppermost roof line of the residential structure of any lot (exclusive of chimney).

10. No structure shall be erected, placed or altered on any building plot in said Subdivision until the building plans, specifications and plot plan showing the location of such building have been approved in writing as to conformity and harmony of external design with existing structures in said Subdivision, and as to location of the building with respect to topography and finished ground elevation, by the Architectural Committee hereinafter provided for. Structures, as that term is used herein, shall be held to include all outside lighting, buildings, fences, walls, hedges, swimming pools, playground equipment, outdoor cooking or heating facilities, and any and all other improvements, including the size, type and location of vegetable gardens. Under no circumstance shall any dams be placed across or so as to obstruct any stream, gully or ravine within the Subdivision.

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

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

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

14. No boat or trailers may be parked in front of the front building line of any tract, nor shall any boat or trailer be visible from any existing street.

15. No dwelling or residence shall be erected or placed on any parcel less than one full lot and no lot shall be subdivided or a portion thereof conveyed except as between the respective owners of full lots contiguous thereto; and any such attempt to otherwise subdivide ownership of a lot shall be absolutely void.

16. All residences and other building or structures must be kept in good repair, and must be painted when necessary to preserve the attractiveness thereof.

17. No tract other than the areas marked "Boat Launch" shown on the plat of said Subdivision filed for record, shall be used except for residential purposes. The term "residential purposes" as used herein shall be held and construed to exclude hospitals, clinics, duplex houses, apartment houses, boarding houses, hotels, and all other commercial uses and all such uses of said property are hereby expressly prohibited (unless otherwise stated or allowed herein). No building shall be erected, altered, placed or permitted to remain on any residence tract other than one detached single family dwelling and a private garage for not more than two (2) cars.

However, Declarant specifically reserves the right to waive any portion of these restrictions within Section Three (3) of the Subdivision, or any part thereof, as Declarant may re-subdivide the same for the development of condominiums, apartments or any other form of multi-family or planned unit development. Declarant, at its option, may hereafter designate and rededicate such Section Three (3) for any such use, and may, by written instrument filed in the Deed Records of Polk County, Texas, rededicate, amend or adopt new restrictive covenants, or make any other provision for such development without the requirement of notice to or consent of any other owner of property in the Subdivision.

#### Assessments

18. Upon the sale or execution of contract for deed or a deed of conveyance, the Purchasers shall be liable for an initial maintenance charge of One Hundred Twenty Dollars (\$120.00) per year for each lot, for the purpose of creating a fund to be known as "Pinwah Pines Estates II Maintenance Fund" to be paid by the owner of each lot in conjunction with a like charge to be paid by the owners of other lots in Pinwah Pines Estates II, the same to be secured by Vendor's Lien upon such lot, and such sum shall be paid at the time the purchase of a lot and on April 1st of each year thereafter to the Architectural Committee of Pinwah Pines Estates II hereinabove created, and said charge and lien are hereby assigned to such Committee; such annual charge may be adjusted from year to year by said Committee as the needs of the property may in its judgment require. The liens created to secure such maintenance charges are hereby expressly made subordinate to the lien of any bona fide purchase money, construction or voluntary deed of trust lien granted by any lot owner. Funds arising from said charge shall be applied so far as is sufficient towards the payment of maintenance expenses or construction costs incurred for any or all of the following purposes: Lighting, improving and maintaining the streets, employing policemen and watchmen, caring for vacant lots and construction of clubhouse facilities, ramps, boat landings, boat launches and other similar recreational facilities, and doing any other things necessary or desirable in the opinion of said Committee to keep the property neat and in good order and which it considers of general benefit to the owners or occupants of the Subdivision, it being understood that the judgment of said Committee in 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 and by acceptance of his deed or contract for deed, each purchaser consents and acknowledges that Declarant shall have no obligation to furnish maintenance or do any other thing described in this paragraph other than expenditure of maintenance funds for the purposes stated herein to the extent funds are available.

19. The Architectural Committee shall have the same authority over the boat launching areas and no structure or improvement shall be placed thereon except as a community project and upon approval of the Committee.

20. Funds arising from said charge shall be applied, so far as sufficient, toward the payment of maintenance expenses incurred for any of the following purposes: enforcing compliance with these restrictions (including necessary attorney's fees and court costs), improving and maintaining the streets and doing any other thing necessary or desirable in the opinion of said Committee to keep the property neat and in good order, or which it considers of general benefit to the owners or occupants of the

addition, it being understood that the good faith judgment of said Committee in the expenditure of said fund shall be final.

(a) Declarant or its successors are specifically excluded from the requirement to pay maintenance fees on any lot Declarant or its successors are holding in this development for sale or resale.

(b) Delinquent assessments shall bear interest after sixty (60) days from the date such assessment is due at the maximum rate permitted by law and if collected through any court, such court costs and reasonable attorney's fees shall be added to said assessment.

21. In the event of the damage, destruction or other failure of a bulkhead or pier abutting any lot in such a manner as to adversely affect any other lot in the Subdivision, and the owner fails to repair such bulkhead or pier, then the Declarant or the Architectural Committee shall have the right, but not the obligation, to repair such bulkhead or pier and to assess the owner of the lot for all costs and expenses incurred in connection therewith. In the event of such assessment, any cost so expended by the Declarant or Architectural Committee shall be due and payable, on demand, by the owner of the property so affected, to the Developer.

22. In the event any lot owner, due to construction activities carried on by such owner, or such owner's contractors, subcontractors, agents, employees or assigns, causes substantial damage to any road, street, utility lines or easements, bulkheads or any other portion of the Subdivision, then such lot owner causing such damage shall be liable to Declarant, its successors or assigns, for the repayment of such damage. However, such liability on the part of such lot owner shall not operate to excuse any contractor, subcontractor, agent, employee or assign from any liability for such damage.

#### Sanitation

23. No outside privies or toilets shall be permitted in this Subdivision. All toilets shall be inside the houses and prior to the occupancy the same shall be connected to a central sewage disposal system if there is one in existence at such time to serve the Subdivision, but if no central sewage disposal system is in existence at such time, then all toilets shall be connected to a septic tanks at the expense of the person building on the building tract, and such septic tank shall have a field line and shall be constructed and maintained in accordance with the requirements of the Texas Department of Health, or any other State agency or governmental authority having jurisdiction of such matters, and shall be subject to the inspection and approval of such authority, provided however, that whenever a central sewage treatment plant and disposal system shall be established to serve this Subdivision, whether publicly owned or privately owned or operated, then all of the tract owners and/or occupants to whom such sewage disposal service is available shall connect their premises thereto for sewage disposal, paying the established rates and all connection fees or charges therefor at their expenses, and from and after the time such sewage disposal service becomes available to any lot, no septic tank whether therefore or thereafter built or installed, shall be used in connection with any tract.

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

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

26. No animals, livestock or poultry of any kind shall be raised, bred or kept on any residential tract, except that dogs, cats or other

household pets may be kept provided that are not kept, bred or maintained for any commercial purposes.

27. The owners or occupants of all lots in this Subdivision shall at all times keep all weeds and grass thereon cut in a sanitary, healthful and attractive manner, and shall in no event use any lot for storage of material and equipment except for normal residential requirements or permit the accumulation of garbage, trash or rubbish of any kind, thereon. In the event of default on the part of the owner or occupant of any lot in this Subdivision in observing the above requirements, or any of them, employees or agents of Declarant, its successors or assigns, may, without liability to the owner or occupant, in trespass or otherwise, enter upon said lot, cut, or cause to be cut, such weeds and grass, and remove or cause to be removed such garbage, trash, rubbish, etc., so as to place said lot in a neat, attractive, healthful and sanitary condition, and may bill either the owner or occupant of such lot for the cost of such work. The owner or occupant, as the case may be, agrees by the purchase or occupation of any lot in this Subdivision to pay such statement immediately upon receipt thereof. Declarant or its successors or assigns shall have a lien against any lot for any such monies so advanced.

28. No interest in any oil, gas or other minerals in, or under the property will be conveyed by Declarant, all interest in the same being expressly reserved by Declarant and its predecessors in title. No oil or gas drilling, oil or gas development operation, oil or gas refining or treatment, quarrying or mining operations of any kind shall be permitted upon or in any part of the lands included in the Subdivision, nor shall oil or gas wells, or tunnels, mineral excavations or shafts be permitted in or upon any part of said lands at any time while these restrictions remain in force and effect. No private water wells and no derricks or other structure designed for use in boring or drilling for oil or gas shall be erected, maintained or permitted upon any part of the lands included in the Subdivision at any time while these restrictions remain in force and effect.

29. No noxious or offensive activity shall be carried on upon any lot or shall anything be done thereon which may be annoyance or nuisance to the neighborhood.

30. No sign of any kind shall be displaced to the public view except signs used by the Declarant or its successors in the original sale of lots in said Subdivision or signs used by builders to advertise the property during the construction and sales period.

31. No building material of any kind shall be placed or stored upon any lot except during construction; and then such material shall be placed within the property lines of the lot on which the improvements are to be erected.

32. Drainage structures under private driveways shall always have a net drainage opening of sufficient size to permit the free flow of water without backwater.

33. If open carports are used, no unsightly storage shall be permitted therein that is visible from the street. No unsightly boats, trucks or vehicles shall be stored (or kept for the purpose of repair) on any lots or drives. Mail box location is subject to approval of the Architectural Committee.

34. The digging of dirt or the removal of any dirt from any lot is expressly prohibited, except when necessary in conjunction with the landscaping of such lot, or in conjunction with construction being done on such lot.

35. Each lot owner shall be assessed a reasonable charge as a watertap fee when water shall be made available to his lot, and thereafter shall be charged a reasonable sum for water use.

EXECUTED this the 12<sup>th</sup> day of August, A.D., 1983.

FIRST TEXAS EQUITIES, INC.

By: Bob R. Belt  
BOB R. BELT, President

ATTEST:  
Henry E. Lewis  
HENRY E. LEWIS, Secretary

THE STATE OF TEXAS        I  
COUNTY OF POLK            I

This instrument was acknowledged before me on August 12, 1983, by BOB R. BELT, as President, and by HENRY E. LEWIS, as Secretary of FIRST TEXAS EQUITIES, INC., a Texas Corporation, on behalf of said corporation.

Eva Mize  
Notary Public in and for  
The State of Texas  
Printed Name: EVA MIZE  
Commission Expires: FEB. 28, 1985



LIENHOLDER'S APPROVAL

The undersigned, as the owner and holder of that one certain promissory note as described in a deed of trust recorded in Volume 176, Pages 290 et seq of the Deed of Trust Records of Polk County, Texas, such liens secured by the aforesaid real property described herein, does hereby consent to and expressly subordinates the liens held by the undersigned (and all renewals, extensions and modifications of same) to the terms, conditions, covenants and conditions contained in the foregoing Restrictive Covenants of Pinwah Pines Estates II Subdivision.

EXECUTED this the 12th day of August, 1983.

LAKE LIVINGSTON, INC.

By: *Milton T. Potts*  
MILTON T. POTTS, President

ATTEST:

*J. S. Holleman*  
J. S. HOLLEMAN, Secretary

THE STATE OF TEXAS        I

COUNTY OF POLK            I

This instrument was acknowledged before me on August 12th 1983, by MILTON T. POTTS, as President and by J. S. HOLLEMAN, as Secretary of LAKE LIVINGSTON, INC., a Texas Corporation, on behalf of said corporation.

*Carole Huggins*  
Notary Public in and for Polk County  
The State of Texas  
Printed Name: CAROLE HUGGINS  
Commission Expires: 4-20-86