

No. 226

202/87

T.E.Duke To Public

Restrictions

STATE OF TEXAS }
 }
COUNTY OF POLK }

KNOW ALL MEN BY THESE PRESENTS:

THAT I, T. E. Duke, owner of that certain Subdivision known as Taylor Lake Estates, plat or plats of which is recorded in the office of the County Clerk of Polk County, Texas, do hereby impress all of the property included in such Subdivision with the following restrictions as described on the rider attached hereto and made a part hereof:

RESTRICTIONS

With the exception of the lots which may hereafter be specially reserved by Developer, for commercial or business use, and as a park and as an access way to the Lake all lots in Section 1, 2 and 3 are restricted to residential purposes only, such residences not to exceed two stories in height and a private garage not to exceed the height of the residence, but which may contain living quarters only for bona fide servants. It is the intent of Developer to dedicate such park and access lots to the use of all lot owners in the Subdivision, but not to the general public or any others.

No building shall be erected, placed, or altered on any lot in this Subdivision until the plans and specifications for such building has been approved in writing by the Architectural Committee of the Subdivision. Such Architectural Committee shall be appointed and will serve as hereinafter designated; however, the Committee must approve such plans and specifications in writing within thirty (30) days after the same have been submitted, otherwise it shall be deemed that such plans and specifications have been approved.

The Ground floor living area of the main structure, exclusive of open porches and garages, shall not be less than six hundred (600) square feet for a one story dwelling, nor less than nine hundred (900) square feet for a dwelling of more than one story.

No building shall be located on any residential lot nearer than twenty (20) feet to the front line, nor nearer than ten (10) feet to any side street line, nor nearer than five (5) feet to an interior lot line. Corner residential lots shall be deemed to front on the street side having the least frontage. No lot shall be used except for single family purposes.

No trailer house, tent shack, or other temporary structure shall ever be placed on any lot. Overnight camp privileges may be permitted with the express approval of the committee.

No noxious or offensive, unlawful or immoral activity shall be carried on upon any lot or tract, nor shall anything be done thereon which shall become an annoyance or a nuisance to the neighborhood.

No hogs, poultry, fowl or cattle may be kept or raised on any part of the Subdivision unless provided for under a grazing lease. Household pets may be kept but may not be bred or maintained for commercial purposes or for sale.

No outside toilets shall be installed or maintained on any premises and all plumbing shall be connected with a septic tank and adequate drain field, constructed and installed in accordance with the health regulations of the State and County and of any other governmental authority having jurisdiction; and the same shall be subject to inspection and approval of the Health Officer of agency of Polk County, Texas. The same shall not be drained, directly or indirectly, into any road, street, alley, or open ditch, or the Taylor Lake.

Private driveways and walks crossing any ditch along any of the dedicated roadways must have culverts of sufficient size to prevent flooding or other obstruction in the flow of water through the ditch. Such culverts must be approved by Developer. All culverts shall be constructed of concrete.

Each lot owner shall cut the grass and weeds on his lot as often as necessary to maintain the same in a neat and attractive condition, and shall keep his lot free of trash, garbage and debris.

No lot shall be used for the storage of any material, except that required for the construction of authorized buildings, which material shall be used or removed in a reasonable length of time.

No sign of any kind shall be kept or displayed to the public view (except by the Developer) other than the name and street number sign, provided, however; that this covenant shall not apply to those lots reserved for business use, and provided, further, that the Developer may grant permission in writing to lot owners for the displaying of approved signs offering such lots for sale. Developer can remove any sign violating this provision, without consent of the land owner and without any liability.

No boat, trailer or equipment shall be parked on any street in said Subdivision.

Dirt shall not be piled upon any lot, except that which is necessary in connection with landscaping, and dirt shall not be removed from any lot without the written approval of the Committee.

No hunting or shooting of firearms shall be permitted in the Subdivision. This shall include air guns and pellet guns.

No water wells, water pumps, pressure tanks or like appurtenances shall be placed on any lot without the express consent of the Committee in writing.

If the owner of any lot fails to abide by any obligation or provision pertaining to cleanliness or maintenance of lot as previously mentioned, the Committee, or its agents, may go upon such lot and correct the default, and shall not be guilty of any trespass or liable to the lot owner in any respect for doing so, and the lot owner shall be obligated to reimburse the Committee for its expenses in doing such work, and the amount to be reimbursed shall be secured by a lien against the lot in the same manner as the maintenance charge hereinafter provided for.

The private parks located on the lake or lakes, in Section 1, 2 or 3 of Taylor Lake Estates Subdivision, shall be used in common by the owners of other lots in said Subdivision for community recreational purposes approved by the Committee. The owners of lots and their families, and guests accompanying them, shall use such parks. All lot owners will be entitled to a reasonable number of guests. All recreational facilities such as club house, swimming pool, tennis court, etc., shall be under the supervision of the Committee. The Committee shall have the right to appoint additional members to the Committee to help supervise the Subdivision. Control of guest's privileges, including the number of guests per lot owner, and the permitting or not of guests in the parks, and other recreational facilities shall be under the exclusive control of the Architectural Committee.

Taylor Lake may be used for fishing or boating, subject to the rules and regulations of T. E. Duke, his heirs and assigns.

Purchase or ownership of any lot or lots in Taylor Lake Estates Subdivision shall not include purchase of any part of Taylor Lake, and no riparian rights are granted or conveyed to the purchasers or owners of any such lots but are specifically reserved to T. E. Duke, his heirs and assigns. The purchasers and owners of lots in Taylor Lake Estates Subdivision shall be entitled to use Taylor Lake for recreational purposes subject to the rules and regulations set out and promulgated by Developer as from time to time said Developer may deem to be in the best interests of all of the owners of lots in said Subdivision. Violation of such rules and regulations by lot owners shall subject such owners to loss of the privilege of use of the Lake premises, but such loss of Privilege to use Taylor Lake shall not impair the obligation of the owner to pay the annual maintenance charge herein provided for.

COMMITTEE

There is hereby created Taylor Lake Estates Architectural Committee which shall initially be composed of not less than three persons.

The Committee shall be composed initially of T. E. Duke,

Subdivider, who will be Chairman of the Committee, a responsible sales representative for the Subdivision, and one other responsible individual appointed by the Chairman of the Committee, but if no others are appointed, then, the Committee shall be composed of T. E. Duke alone and shall function as aforesaid. Developer shall have the duty to appoint such Committee in September of each year.

Within ninety (90) days after Developer has sold all of the lots in said Subdivision, or sooner if the Developer desires, the Committee shall call a meeting to elect a new Committee, composed of the Developer and lot owners, and similar elections shall be held from time to time thereafter whenever meetings therefor are called for by the owners of at least twenty five (25) lots in said Subdivision, or by the then members of the Committee.

A vacancy on the Committee, resulting from death or resignation of any member of the Committee, or from the refusal or inability of any member to serve, may be filled by appointment by the remaining member or members of the Committee.

Written notice of each meeting called to elect a new Committee shall be mailed to each lot owner at his last known address, at least ten (10) days before the date of the meeting.

At each election, the owner or owners of each lot shall be entitled to one vote. Votes may be cast in person or by holders of properly executed written proxies.

Except for the initial members of the Committee named above, all subsequent members of the Committee must be officers or representatives of the Developer, or its successors, or must be lot owners.

The Committee shall function as representatives of all of the property owners in the Subdivision and shall be authorized to collect and expend, in the interest of the Subdivision as a whole, the maintenance fund hereinafter created; enforce, by appropriate proceedings, the foregoing restrictions; enforce or release any lien imposed on any lot by reason of a violation of any of the foregoing restrictions, or by reason of failure to pay the maintenance charge hereinafter provided for; and, approve or reject plans and specifications for buildings to be erected in said Subdivision; and approve or reject any reasonable request of lot owners, such as overnight camping privileges.

ASSESSMENTS

The lots in said Subdivision and the owners thereof are hereby subjected to an annual maintenance charge which shall be an assessment against said lots and the owners thereof for the purpose of creating a fund to be expended by the Committee in the interest of the Subdivision as a whole. The amount of said annual charge shall be \$50.00 per lot. Each lot owner shall pay the amount of the charge against his lot to the Committee on or before January 15, of each year, and such money shall be held by the Committee in trust and used for the benefit of all lot owners in said Subdivision. This assessment may be waived specifically by the Developer but in this event, such waiver must appear in the General Warranty Deed.

The following authorized uses of such money are set forth by way of example and not by way of exclusion or limitation: lighting, collecting and disposing of garbage, trash and debris; employing policemen or watchmen; caring for vacant lots; fogging or spraying for insects; and building and improving and maintaining the parks, swimming pools and other facilities.

The first assessment against each lot and the owner thereof shall be for the calendar year following the year during which the lot is sold by Developer to the lot owner, whether the sale be pursuant to a deed or contract of sale.

Such annual charge may be adjusted from year to year by said Committee as the needs of the property may in its judgment, require, but in no event shall such charge be raised, unless raised by a majority vote of the lot owners.

The amount assessed against each lot shall be secured by a lien on such lot, which lien is hereby created, and such lien shall be enforceable through appropriate proceedings at law by the Committee.

The lien hereby created, as well as the lien referred to earlier in the restrictions, shall be subordinate to the liens or liens of any bona fide lender who hereafter lends money to a lot owner for the purchase of his lot and/or for the construction, improvement and/or permanent financing of any buildings on any such lot, and also such lien will be subordinate to any lien made by a lender to the Developer on any of the lots in the Subdivision.

BE IT KNOWN THAT: These covenants are to run with the land, and shall be binding on all parties and all persons claiming under them for a period of twenty (20) years from the date these covenants are recorded with the County Clerk of Polk County, Texas, after which time said covenants shall be extended automatically for successive periods of ten (10) years, unless an instrument signed by a majority of the then owners of the lots has been recorded, agreeing to change said covenants in whole or in part, or to revoke them.

All restrictions, reservations, and covenants shall be binding upon the purchaser or the successors, heirs and assigns of the purchaser. If Developer, or any of his successors or assigns, shall violate or attempt to violate any of the foregoing restrictions, covenants or provisions, persons owning property in said Subdivision, or the Committee on their behalf, may prosecute by proceedings at law, or in equity, against the Developer or any of his successors or assigns violating or attempting to violate any of the foregoing covenants, restrictions or provisions to prevent him or them from doing so, or to recover damages for such violation, for the benefit of any owners of property in said Subdivision as their interests may appear.

No lot or lots purchased in Taylor Lake Estates Subdivision shall ever be re-sold to any person, firm or corporation without the express written consent of the Committee.

If any one or more of the foregoing restrictions or provisions shall become or be held to be invalid, by reason of waiver, judicial decision or otherwise, the other restrictions and provisions set forth above shall not be affected thereby but shall remain in full force and effect.

WITNESS the execution hereof on this the 25 day of
January, 1964.

T. E. Duke
T. E. DUKE

STATE OF TEXAS
COUNTY OF POLK

BEFORE ME, the undersigned, a Notary Public in and for said County and State, on this day personally appeared T. E. Duke known to me to be the person whose name is subscribed to the foregoing instrument, and acknowledged to me that he executed the same for the purposes and consideration therein expressed.

GIVEN UNDER MY HAND AND SEAL OF OFFICE this the 25 day of
January, 1964.

Jaye Alston
Notary Public in and for Polk County,
Texas.

STATE OF TEXAS
COUNTY OF POLK.

I hereby certify that the foregoing instrument with its certificate of authentication was filed for record in my office on the 25 day of Jan., 1964 at 11 o'clock A M., and was this day duly recorded at 9:30 o'clock A M., in Vol. 202 Pages 87 et seq., Deed Records of said County.
Witness my hand and official seal at office in Livingston this 30 day of Jan., 1964.

K. W. Kennedy
Clerk County Court, Polk County, Texas.
By Mal C. H. Matthews Deputy.

THE STATE OF TEXAS)
(KNOW ALL MEN BY THESE PRESENTS
COUNTY OF POLK)

That Whereas heretofore, T. E. Duke on the 25th day of January, 1964, by instrument duly filed for record in Vol. 202 page 87, Deed records of Polk County, Texas, did provide for restrictions, committee, assessments, etc., for that certain area known as Taylor Lake Estates, plats of which are recorded in the office of the County Clerk of Polk County, Texas.

Whereas said instrument included the provision that:
" The first assessment against each lot and the owner thereof shall be for the calendar year following the year during which the lot is sold by Developer to the lot owner, whether the sale be pursuant to a deed or contract of sale.

Such annual charge may be adjusted from year to year by said Committee as the needs of the property may in its judgment require, but in no event shall such charge be raised, unless raised by a majority vote of the lot owners."

Whereas the said Committee by letter of November 10, 1984, did (1) advise all lot owners that in its judgment an increase of the annual charge from \$50.00 per lot to \$65.00 per lot effective January 1, 1985, was required and (2) provide a ballot for lot owners to vote for the increase.

Whereas a majority of lot owners voted for the increase as tabulated by the Committee at a special meeting on December 15, 1984. The vote for said increase was 159 votes out of a potential of 267 votes.

Now therefore, the annual charge is increased from \$50.00 per lot to \$65.00 per lot effective January 1, 1985.

Witness the execution hereof as an addendum to said restrictions recorded in Vol 202, page 87, of the Deed Records of Polk County, Texas.

Taylor Lake Estates Maintenance Committee,

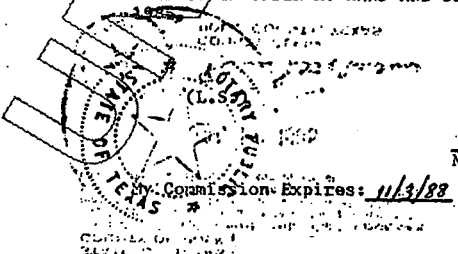
T. E. Duke
T. E. Duke, Chairman 1/7/85
Date

SINGLE ACKNOWLEDGMENT

THE STATE OF TEXAS,)
(
COUNTY OF POLK)

BEFORE ME, the undersigned authority, on this day personally appeared T. E. Duke known to me to be the person whose name is subscribed to the foregoing instrument, and acknowledged to me that he executed the same for the purposes and consideration therein expressed.

GIVEN UNDER MY HAND AND SEAL OF OFFICE, this the 7th day of Jan. A.D.



Mary W. Leiby
Notary Public in and for the State of Texas

STATE OF TEXAS
COUNTY OF POLK
I, ALINE STEPHENSON, hereby certify that this instrument
was FILED in file number sequence on the date and at the
time stated herein by me; and was duly RECORDED in
the volume and page of the named RECORDS of Polk
County, Texas as stated herein by me on

JAN 10 1985



Aline Stephenson
COUNTY CLERK
POLK COUNTY, TEXAS

OFFICIAL RECORDS

FILED FOR RECORD

1985 JAN 10 AM 8:42

ALINE STEPHENSON-COUNTY CLERK
POLK COUNTY, TEXAS

BY *[Signature]*

UNOFFICIAL COPY

RETURN TO:

T. E. Duke
P. O. Box 358
Livingston, Texas 77351

ADDENDUM TO RESTRICTIONS

500-101712 TAYLOR LAKE ESTATES RESTRICTIONS
CLARIFICATION STATEMENT

The deed restrictions of the property owners of Taylor Lake Estates subdivision, recorded in the office of the County Clerk of Polk County, Texas, volume 202 page 87, establishes a homeowners association that may elect to be treated as a tax-exempt organization. By doing so it won't be taxed on "exempt function income" per IRC §528(a). The association meets the requirements for exemption under §528.06(1),(2),(3),(4),(5) and also elects §528.06(6) to annually file form 1120-H within the time period the income tax return is due.

The deed restrictions also provide for the creation of the "Taylor Lake Estates Architectural Committee" to administer and implement the provisions of the restrictions. The "Committee" has also conducted business and owns property as "Taylor Lake Maintenance Committee" and "Taylor Lake Estates Maintenance Committee".

The "Committee" now resolves that the true name of the association shall be "Taylor Lake Homeowners Association". The "Committee" provided for by the restrictions shall also be the administering and implementing body of the association and will herein after be referred to as "Association Committee" or Committee". This committee shall be subject to and have all the limitations, authority, and responsibilities as provided for by the restrictions and shall conduct business as "Taylor Lake Homeowners Association".

The above clarification statement was approved by the "Committee" at the regular meeting of February 5, 1994.

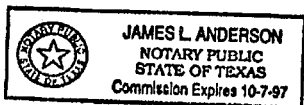
Rex McDaniel
Rex McDaniel, Secretary.

STATE OF TEXAS |
COUNTY OF POLK |

Before me, the undersigned, a Notary Public in and for said County and State, on this day personally appeared Rex McDaniel known to me to be the person whose name is subscribed to the foregoing instrument, and acknowledged to me that he executed the same for the purpose therein expressed.

GIVEN UNDER MY HAND AND SEAL OF OFFICE this the 5th day of February, 1994

James L. Anderson
Notary Public in and for Polk County, Texas.



1001 300 304719
O.R. 917 PAGE 637

STATE OF TEXAS }
COUNTY OF POLK }
I, JO ANNE HOPKINS, hereby certify that this instrument was FILED
in the file number sequence on the date and at the time stamped
hereon by me and was duly RECORDED in the Official Public
Records in volume and page of the named RECORDS of Polk County,
Texas as stamped hereon by me on

FEB 9 1994



Jo Anne Hopkins
COUNTY CLERK
POLK COUNTY, TEXAS

FILED FOR RECORD

94 FEB -9 AM 11: 15

Jo Anne Hopkins
COUNTY CLERK
POLK COUNTY, TEXAS

ADDENDUM TO RESTRICTIONS

THE STATE OF TEXAS)
(KNOW ALL MEN BY THESE PRESENTS
COUNTY OF POLK)

That whereas heretofore, T. E. Duke on the 25th day of January, 1964, by instrument duly filed in Vol. 202, page 87, Deed records of Polk County, Texas, did provide for restrictions, committee, assessments, etc., for that certain area known as Taylor Lake Estates, plats of which are recorded in the office of the County Clerk of Polk County, Texas.

Whereas said instrument included the provision that:

"The first assessment against each lot and the owner thereof shall be for the calendar year following the year during which the lot is sold by the developer to the owner, whether the sale be pursuant to a deed or contract of sale.

Such annual charge may be adjusted from year to year by said committee as the needs of the property may in its judgment require, but in no event shall such charge be raised, unless raised by majority vote of the lot owners."

Whereas the annual charge was increased from \$50.00 per lot to \$65.00 per lot effective January 1, 1985, witness the execution thereof as an addendum to said restrictions in Vol. 202, page 87, and duly filed in Vol. 476, page 1, Deed records of Polk County, Texas.

Whereas the restrictions, revised on the 20th day of January 2004 by instrument duly filed in Vol.1369, page 450, Deed records of Polk County, Texas, did specify the annual assessment to be \$65.00 per lot.

Whereas the said committee by letter dated August 2, 2008, did advise all lot owners that in its judgment an increase of the annual charge from \$65.00 per lot to \$100.00 per lot effective January 1, 2009 was required and (2) provide a ballot for lot owners to vote for the increase.

Whereas a majority of lot owners voted for the increase as tabulated in the committee at a stated meeting on September 6, 2008 with 137 1/2 votes for the increase out of a potential of 274 votes:

Now therefore, the annual charge is increased from \$65.00 per lot to \$100.00 per lot effective January 1, 2009.

Witness the execution hereof as an addendum to said restrictions recorded in Vol. 1369, page 450 of the Deed records of Polk County, Texas.

Taylor Lake Homeowners Association Committee

[Signature] 11-10-09
Francis J. Cofrancesco, Chairman Date

SINGLE ACKNOWLEDGMENT

THE STATE OF TEXAS,)
(
COUNTY OF POLK (

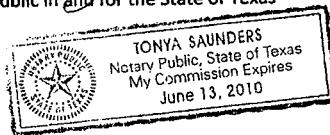
BEFORE ME, the undersigned authority, on this day personally appeared

Known to me to be the person whose name is subscribed to the forgoing instrument, and acknowledged to me that he executed the same for the purposes and consideration herein expressed.

GIVEN UNDER MY HAND AND SEAL OF OFFICE, this the 10 day of Nov A.D. 2009

[Signature]
Notary Public in and for the State of Texas

My Commission Expires: June 13, 2010



Taylor Lake Home Owners Assoc.

P O Box 435

ACE, TX 77326-0453

ATTN: F.J. COFRANCEJCO

FILED FOR RECORD

2009 NOV 10 AM 9:56

Schelana Walker
SHELANA WALKER
COUNTY CLERK

State of Texas)
County of Polk)
I, SHELANA WALKER hereby certify that this instrument
was FILED in the file number sequence on the date and at the time
stamped hereon by me and was duly RECORDED in the Official
Public Records in Volume and Page of the named RECORDS OF
Polk County, Texas.

RB NOV 10 2009



Schelana Walker
COUNTY CLERK
POLK COUNTY, TEXAS

**2011 RESTATED AND AMENDED RESTRICTIONS AND COVENANTS
FOR TAYLOR LAKE ESTATES SUBDIVISION, POLK COUNTY, TEXAS**

THE STATE OF TEXAS *

KNOW ALL MEN BY THESE PRESENTS:

COUNTY OF POLK *

WHEREAS, T. E. DUKE, ("Developer"), was the owner of certain real property in Polk County, Texas, that he developed into a subdivision known as "Taylor Lake Estates", according to the plats of said subdivision recorded in the Plat Records of Polk County, Texas, as set forth below under the definition of "Plats", and desiring to create and carry out a uniform plan for the development and sale of improved lots in Taylor Lake Estates Subdivision, did adopt, establish and declare certain Restrictions, ("Original Restrictions"), which were impressed upon and made applicable to all lots in Sections 1, 2, and 3 of the Subdivision, said Original Restrictions dated January 25, 1964, and filed of record at Volume 202, pages 87, et seq., Official Records of Polk County, Texas; and

WHEREAS, the Original Restrictions provided that the "covenants are to run with the land, and shall be binding on all parties and all persons claiming under them for a period of twenty (20) years from the date these covenants are recorded with the County Clerk of Polk County, Texas, after which time said covenants shall be extended automatically for successive period of ten (10) years, unless an instrument signed by a majority of the then owners of the lots has been recorded, agreeing to change said covenants in whole or in part, or to revoke them"; and

WHEREAS, the Original Restrictions created a "Taylor Lake Estates Architectural Committee" which had the authority to approve architectural plans and enforce the deed restrictions, the composition of such architectural committee initially being appointed by the Developer and subsequently by vote of the lot owners; and

WHEREAS, amended Restrictions, executed on January 20, 2004 ("2004 Amended Restrictions"), were adopted by the Chairman, Secretary and Vice-Chairman of the Taylor Lake Estates Architectural Committee, which 2004 Amended Restrictions were filed on January 20, 2004 at Volume 2004-1369, pages 450 et seq., Official Public Records of Polk County, Texas; and

WHEREAS, the 2004 Amended Restrictions created the "Taylor Lake Estates Homeowners Association Committee" to take over the obligations and duties of the Taylor Lake Estates Architectural Committee; and

WHEREAS, a Certificate of Formation for the "Taylor Lake Estates Homeowners Association, Inc." was prepared and executed for filing with the Texas Secretary of State on September 7, 2010, formally incorporating the Taylor Lake Estates Homeowners Association Committee into a non-profit Texas corporation to serve as the property owners association for the lot owners in the Taylor Lake Estates subdivision in Polk County, Texas; and

WHEREAS, a Certificate of Formation for the "Taylor Lake Estates Homeowners Association, Inc." was filed with the Texas Secretary of State on September 8, 2010, and a Certificate of Filing was issued on same date by the Texas Secretary of State approving the Certificate of Formation.

NOW, THEREFORE, the Board of Directors of the Association hereby restate and amend the Restrictions applicable to Sections 1, 2, and 3 of the Taylor Lake Estates Subdivision, in Polk County, Texas, subject to ratification and approval by a majority of the lot owners of the property in the Subdivision, to be as follows:

ARTICLE 1
Definitions

The following words and terms shall have the following meanings in these Restrictions:

1. "Association" shall mean and refer to Taylor Lake Estates Homeowners Association, Inc., a non profit corporation organized under the laws of Texas, its successors and assigns.
2. "Architectural Committee" shall mean and refer to the Architectural Control Committee appointed by the Board of Directors of the Association.
3. "Common Facilities" shall mean Taylor Lake, the roads, street lights, parks, Recreation Hall, and entrance features of the Subdivision, and landscaped areas established by the Developer and/or the Association for use as Common Facilities.
4. "Developer" shall mean T. E. Duke, his successors and assigns.
5. "Lot" shall mean any residential lot in Sections 1, 2, and/or 3, and identified in the documents filed of record, identified herein, and on record with the Polk County Clerk.
6. "Maintenance Charge" shall mean the periodic charge collected by the Association, for each Lot in the Subdivision for the purpose of maintaining and improving the Subdivision.
7. "Maintenance Fund" shall mean the amounts collected from time to time by the Association, upon payment of Maintenance Charges by the Owners.
8. "Owner" shall mean any owner of any Lot in the Subdivision.
9. "Member" or "Members" shall mean and refer to the Developer and all those Owners who are members of the Association as provided in Article II, Section 19(c) hereof.
10. "Plats" shall mean the plat of the various sections of the Subdivision, including but not limited to the following: Section 1 - Vol. 1, page 146; Section 1A - Vol. 2, page 10; Section

1B - Vol. 319, page 488; Section 2 - Vol. 1, page 139; Section 2A - Vol. 3, page 89; Section 3 - Vol. 2, p. 3; Section 4 - Vol. 2, p. 9; Section 4A - Vol. 3, page 48; Vol. 4A (amended) - Vol. 3, page 49; Section 5 - Vol. 2, page 9; Section 5 (amended) - Vol. 3, page 91; Section 5A - Vol. 2, page 10; Section 6 - Vol. 2, page 18; Section 6A - Vol. 3, page 29; Section 7 - Vol. 3, page 90; Section 7 (amended) - Vol. 3, page 93; Section R (River Rd.) - Vol. 142, page 401, all in Plat Records of Polk County, Texas.

11. "Original Restrictions" shall mean the Restrictions executed by T. E. Duke dated January 25, 1964, and filed of record at Volume 202, pages 87, et seq., Official Records of Polk County, Texas.
12. "2004 Restrictions" shall mean the amended restrictions adopted by the Chairman, Secretary and Vice-Chairman of the Taylor Lake Estates Architectural Committee, which 2004 Amended Restrictions were filed on January 20, 2004 at Volume 2004-1369, pages 450 et seq., Official Public Records of Polk County, Texas.
13. "Restrictions" and/or "2011 Restated and Amended Restrictions" shall mean these 2011 Restated and Amended Restrictions and Covenants for Sections 1, 2, and 3 for the Taylor Lake Estates Subdivision.
14. "Subdivision" and/or "Taylor Lake Subdivision" shall mean the Taylor Lake Estates Subdivision, Polk County, Texas, as shown on the respective Plats, including Sections 1, 2, and 3, and as identified in these 2011 Restated and Amended Restrictions.
15. "Special Assessments" shall mean such amount as may be established by the Association at a special or annual meeting at which notice for an election for the assessment of said Special Assessment is given upon approval by a two-third (2/3) vote of the members, represented in person or by proxy, of the Property Owners Association an annual or special meeting of the Property Owners Association, the proceeds from such special assessment being earmarked for the specific purpose set forth in the notice of such election.

ARTICLE II Restrictions

1. Applicability.
 - (a) Each contract of sale, deed of conveyance and deed of Trust encumbering any Lot or other real property in the Subdivision which may be hereafter executed shall be deemed to have been executed, delivered and accepted subject to all of the provisions of these Restrictions, regardless of whether or not any such provisions are set forth or referred to in the contract of sale, the deed of conveyance or the deed of trust. The Subdivision and all Lots shall be owned, conveyed, occupied and encumbered subject to all of the provisions of these Restrictions, and every Owner of any Lot or any portion of the Subdivision shall take title to such property subject to these Restrictions and shall be deemed to have assented to the terms and conditions hereof,

whether or not any reference to these Restrictions is contained in the instrument by which such person or entity acquires its interest in a Lot or any other portion of the Subdivision.

- (b) The provisions of these Restrictions shall be covenants running with the land comprising the Subdivision, and shall be binding upon and inure to the benefit of all parties having any right, title or interest in the Lots or any other portions of the Subdivision, their successors and assigns, and shall inure to the benefit of each Owner thereof.

2. Architectural Control Committee.

- (a) There shall be established an Architectural Control Committee, (referenced at times as the "Architectural Committee"), 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 any unsuitable structure built of improper or unsuitable materials; 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) The Architectural Committee shall be composed of three, or more, members, appointed by the Board of Directors of the Association, who shall serve at the discretion and pleasure of the Board of Directors. The Architectural Committee shall have the authority to develop guidelines which guidelines shall be approved by the Board of Directors by resolution duly adopted and filed with the County Clerk of Polk County, Texas. No building, fence, driveway, or other structure or improvements shall be erected, placed or altered on any lot until two copies of the construction plans and specifications and location of improvement(s) have been submitted to and approved in writing by the Architectural Committee. If the Architectural Committee has not approved the plat submitted within thirty (30) days of submission, the plans shall be deemed approved and the owner is free to commence construction. If such construction, placement or alteration is not commenced within eight (8) months of such approval, the approval shall be null and void unless an extension is granted in writing.
- (c) Except as may be provided for in these Restrictions, and/or any waiver or approval by the Architectural Committee, The International Residential Code applies to all construction, alteration, remodeling, enlargement, and repair of all structures built in the Subdivision.
- (d) 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.
- (e) All residences to be constructed in the Subdivision shall not exceed two stories in height (with the height to be no more than thirty-five (35) feet from the floor to the roof peak) and a private garage not to exceed the height of the residence, may be

- erected or placed on any lot except as approved by the Architectural Committee.
- (f) No building shall be located on any residential lot nearer than twenty (20) feet to the front line, nor nearer than ten (10) feet to any side street line, nor near than five (5) feet to an interior lot line. Corner residential lots shall be deemed to front on the street having the least frontage. Driveways and sidewalks are excluded from these set back lines. Building currently in violation of the set back lines may be repaired and/or replaced provided they do not extent further outside the set back line than they are at the time these restated and amended restrictions have been approved by the amendment procedure set forth by this document.
 - (g) The ground floor living area of the main structure, exclusive of open porches and garages, shall not be less than six (600) hundred square feet for a one story dwelling, nor less than nine hundred (900) square feet for a dwelling of more than one story.
 - (h) Gazebos or small buildings intended for storage of lawn furniture, equipment or similar use must be approved by the Architectural Committee prior to erection.
 - (i) No building of frame construction shall be erected on any tract unless same shall at time of construction receive at least one coat of stain or two coats of paint.
 - (j) Wood shingles are not permitted as roofing material.
 - (k) Mobile homes, including "manufactured housing", shall not be allowed in the subdivision. Exceptions may be approved by the ACC for component type manufactured housing that meets all other standards established by the ACC.
 - (l) 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.
 - (m) All construction must be of new material, except stone, brick, inside structural material, or other materials used for antique decorative effect if such use is approved in writing by the Architectural Committee.
 - (n) The exterior of any building(excluding roof, glass and masonry) must be painted or stained. No building material of any kind or character shall be placed or stored upon any tract until the owner is ready to commence construction with plans approved by the Architectural Committee 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.
3. Residential Purposes Only. With the exception of the lots which have or may hereafter be specifically reserved by the Association to use as a park, recreation facility, or access way to Taylor Lake, all lots are restricted to single-family residential purposes only. In the event the owner of two adjacent lots determines to build a residence on both lots, the restriction pertaining to interior lot line between the lots shall be waived. The term "residential purposes" as used herein shall be held and construed to exclude hospitals, clinics, nursing homes, rehabilitation facility, duplex houses, apartment houses, boarding houses, hotels, and all other commercial uses and all such uses of said property are hereby expressly prohibited. No building shall be erected, altered, placed or permitted to remain on any residence tract other than on detached single family dwelling and a private garage. Rental or lease of the lot and the residence thereon for any period of time less than ninety (90) consecutive 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.

4. No boat docks, piers, bulkheads, 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. Said lake structures shall be within property boundary lines and shall not protrude into the lake more than thirty (30) feet from the shore. Each request must stand on its own merits.
5. No trailer house, mobile home, tent, shack, or other temporary structure shall ever be erected or placed on any lot and/or used on any tract any time as a residence either temporarily or permanently. No building material of any kind or character shall be placed or stored upon a lot or premises until the owner thereof is ready to commence construction or improvements thereon. Overnight camp privileges may be permitted with the express approval of the Board of Directors. Temporary camping equipment cannot be left on a lot unattended for more than twenty-four (24) consecutive hours.
6. Lot Usage.
 - (a) No noxious or offensive, unlawful or immoral activity shall be carried on upon any lot or tract, nor shall anything be done which shall become an annoyance or a nuisance to the neighborhood, such as allowing junk automobiles, mechanical equipment, or excessive garbage, pet waste, and/or trash accumulation on the property. Outdoor burning of tree limbs, grass, leaves, or other paper or wood products is permitted. Residents must comply with any local burn bans that may be in effect and should always practice fire safety. Burning of toxic materials is strictly prohibited.
 - (b) No fence, wall, hedge or detached improvement over sixty inches (60") tall shall be erected, grown, or maintained on any part of any tract forward of the front of a residence; any other type of fencing past the front building line shall not restrict the view of oncoming traffic.
 - (c) No boats or trailers may be stored in front of a residence or the building line of a vacant tract.
 - (d) All commercial vehicles weighing in excess of 10,000 pounds or commercial vehicles with more than 5 axles are prohibited from parking in the subdivision whether in common areas, roadways, or private drives. This restriction expressly prohibits eighteen-wheelers or tractor-trailer rigs access to Taylor Lake Estates. This restriction does not prohibit occasional and temporary parking that is necessitated by certain pick-up or delivery or large items or building materials on vehicles in the subdivision.
 - (e) Any items stored under a carport must be kept neat and orderly.

7. No horses, cows, pigs, livestock, animals or poultry of any kind shall be raised, bred or kept on any residential tract, except that reasonable number of dogs, cats, or other domestic household pets may be kept provided they are not kept, bred, or maintained for any commercial purpose. Household Pets must be kept curtailed either by fencing or leashing. Dogs are not allowed to run loose in the subdivision. In no event shall any exotic, large, poisonous or dangerous animals be permitted in the Subdivision. As used herein, "reasonable" means no more than five (5) dogs and/or cats.
8. No outside toilets shall be installed or maintained on any premises and all toilets shall be inside the houses and all plumbing shall be connected with a septic tank and adequate drain field, constructed and installed in accordance with the health regulations of the State and County and of any other governmental authority having jurisdiction; and the same shall be subject to inspection and approval of the Health Officer or appropriate agency of Polk County, Texas. The drainage of sewage system effluent or gray water into a road, street, alley, open ditch, other owner's property, any waterway, and/or Taylor Lake, either directly or indirectly, is prohibited. Overflow from an absorption type sewage system onto other owner's property is prohibited.
9. The ditches and culverts in front of each lot shall be kept open and only the size culverts recommended by the County Commissioner in that precinct shall be installed. Any culvert installed inadequately may be removed by the Association and replaced at the expense of the lot owner. Such culverts must be approved by the Architectural Committee.
10. 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.
11. Maintenance of Lot(s).
 - (a) No lot shall be used for the storage of any building materials, except that required for the construction of authorized buildings, which material shall be used or removed in a reasonable length of time. No tract shall be used or maintained as a dumping ground for rubbish, trash, garbage, or other wastes, and/or storage of junk or unusable motor vehicles, trailers, tractors, lawn mowing equipment, any other motorized vehicle, building materials, and all lots shall be kept clean and free of any boxes, rubbish, trash or other debris and inoperative cars, vans, or buses. All motor vehicles parked on any tract shall be maintained in operating condition with license plates and inspection stickers if required by law. Garbage and waste shall not be kept except in sanitary containers.
 - (b) Grass and weeds may not exceed twelve inches in height. Refrigerators and other large appliances shall not be placed outdoors.
 - (c) All lots must be kept in a sanitary and attractive condition, and regular cutting of grass and weeds is required. Lots must be kept free of the accumulation of garbage, trash or rubbish. All clothes lines, yard equipment or storage piles shall be kept screened by a service yard, drying yard or similar facility so as to conceal them from view of neighboring lots, streets or other properties.

- (d) It is the property owner's responsibility to maintain their property. If a property owner does not maintain his/her property and it becomes a health hazard, fire hazard, hazard to other property owner property, or an unattractive nuisance, the Association shall have the right, but not the sole responsibility, to hire someone to clean up or make necessary repairs.
 - (e) 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.
 - (f) 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 may take action to correct the default. The Association, or others authorized by the Association, may cut weeds and grass, remove garbage, trash and rubbish or do any other thing necessary to secure compliance with these Restrictions, so as to place said lot in a neat, attractive, and sanitary condition. There will be no liability associated with this action. The defaulting owner will be charged for the reasonable cost of such work and associated materials. If the statement is not paid within thirty (30) days of the date due, then said amount shall accrue interest at the rate of ten (10%) per cent per annum. The Association can then bill the owner giving a set number of days to pay before filing a mechanic's lien against the property. If the cost of such correction is not paid within thirty (30) days of invoice, then a mechanic's 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, by a vote of the membership, shall have the right to judicially foreclose the lien securing such expense, legal fees and costs incurred in enforcing this restriction.
12. Dirt shall not be piled upon any lot, except that which is necessary in connection with landscaping, and dirt shall not be removed from any lot without the written approval of the Architectural Committee. No oil drilling, oil development operations, oil refining, quarrying or mining operations of any kind shall be permitted upon any tract, nor shall oil well, tanks, tunnels, mining excavations or shafts be permitted on any tract. No derrick or structure designed for use in boring for oil or natural gas shall be erected, maintained or permitted upon any tract. The water is furnished by Pure Utilities and no private water wells may be drilled on the lot. All residences must be connected to the Central Water System.
13. Signs shall only be permitted on the lots in this subdivision as authorized by Section 202.009 of the Texas Property Code, as may be amended from time to time by the Texas Legislature. No sign of any kind shall be kept or displayed to the public view other than the name and street number sign, provided that the Architectural Committee may grant permission in writing to lot owners for displaying approved signs offering lots for sale. The Architectural Committee can remove any sign violating this provision, without consent of the lot owner and without any liability. A property owner shall be entitled to display "vendor" or "contractor" signs, but any such signs shall be removed within thirty (30) days of completion

of the work.

14. No boat, trailer or equipment shall be parked on any street in said Subdivision. 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 inflammable or explosive cargo may be kept in the Subdivision at any time.
15. No hunting or shooting of firearms shall be permitted in the Subdivision. This shall include air guns and pellet guns.
16. No water wells, water pumps, pressure tanks or like appurtenances shall be placed on any lot without the express consent of the Architectural Committee in writing.
17. Common Facilities.
 - (a) It was the intent of the Developer, and remains the intent of the Association to dedicate Taylor Lake, together with any and all parks, recreation facilities, and access way lots, together with all streets and roads, to the use of all lot owners in the Subdivision, but not to the general public and others.
 - (b) Taylor Lake and all recreational facilities, parks and other areas owned by the Association shall be used in common by the owners of other lots for recreational purposes approved by the Association. The owners of lots, their families, and guests accompanying them shall be entitled to use Taylor Lake and such facilities and parks. All lot owners will be entitled to a reasonable number of guests. Said recreational facilities, parks and other areas shall be under the supervision of the Association. Guest privileges, including the number of guests per lot owner, and the permitting or not of guests in the parks and other recreational facilities, shall be under the exclusive control of the Association.
 - (c) Taylor Lake may be used for fishing or boating, subject to the rules and regulations of the Association. The Association shall have the same authority over Taylor Lake and park areas and no structure or improvement shall be placed thereon except as a community project and upon approval of the Architectural Committee. The Board of Directors may adopt rules and regulations limiting the number of fish that may be taken from Taylor Lake and under no circumstances shall fishing for commercial or resale purposes be allowed. Fishing is for personal consumption of the Owners only.
18. Purchase or ownership of any lot in Taylor Lake Estates Subdivision shall not include purchase of any part of Taylor Lake, and no riparian rights are granted or conveyed to the purchaser or owners of any such lots but are specifically reserved to the Association. The purchasers and owners of lots in Taylor Lake Estates Subdivision shall be entitled to use Taylor Lake for recreational purposes subject to the rules and regulations set out and promulgated by the Association, as set forth below. Violation of such rules and regulations by lot owners shall subject such owners to loss of the privilege of use of the Lake premises, but such loss of Privilege to use Taylor Lake shall not impair the obligation of the owner to pay the annual maintenance charge herein provided for.

19. Property Owners Association. There is hereby created Taylor Lake Estates Homeowners Association, Inc.
- (a) The purpose of the Association is to provide for and promote the health, safety and welfare of the Members; to collect the Maintenance Charges as provided for by these Restrictions and in administering the Maintenance Fund; to provide for the maintenance, repair, preservation, upkeep, and protection of the Common Facilities in the Subdivision, at such time as they are conveyed to the Association by the Developer; and such other purposes as are stated in the Certificate of Formation consistent with the provisions of these Restrictions.
 - (b) The Association shall act through the Board of Directors as provided for in the Association's Bylaws. The number of Directors, term of office, qualification and other conditions affecting the Board of Directors shall be as set forth by the Association's Bylaws.
 - (c) Each Owner, whether one or more persons or entities, shall, upon and by virtue of becoming such Owner, automatically become a Member of the Association and shall remain a Member thereof until his ownership ceases for any reason, at which time his membership in the Association shall automatically cease. Membership in the Association shall be apurtenant to and shall automatically follow the legal ownership of each Lot and may not be separated from such ownership. Whenever the legal ownership of any Lot passes from one person to another, by whatever means, it shall not be necessary that any instrument provide for transfer of membership in the Association, and no certificate of membership will be issued. Each member will abide by the rules of the corporation and the covenants and restrictions set forth in this document.
 - (d) The Association shall have only one class of voting members. Every member shall have the right to cast one (1) vote for each Lot in the Subdivision in which they hold the interest required for membership by these Restrictions. To be entitled to vote, a member must be current in payment of all maintenance fees due by January 1 of each year prior to the annual meeting of the Association.
 - (e) The Association shall have the duty, but not the sole duty, and authority to uphold these restrictions and covenants, and provide for the maintenance and upkeep for the common areas of the subdivision.
 - (f) 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.
 - (g) The Association, by and through its Board of Directors, shall have the authority to appoint such committees as determined by the Board of Directors to be in the best interest of the Association.
 - (h) Any lot owner who brings a lawsuit against the Property Owners Association alleging a violation of any duty of the Property Owners Association to enforce the deed restriction, or alleging that the Property Owners Association, or any director, officer

- and/or agent of the Property Owners Association, shall be liable to the Property Owners Association for any legal fees and costs incurred in defending such lawsuit.
- (i) Suspension of Voting Rights. The Association may suspend the voting rights of any property owner for a period during which any assessment against such owner's tract remains unpaid or for any infraction of these Restrictions, published rules and regulations.
 - (j) The Association shall be entitled from time to time to issue reasonable rules and regulations for the Subdivision which supplement these Restrictions. All such rules and regulations shall be filed of record in the Official Records of Polk County, Texas and shall have the same force and effect as these Restrictions, and shall be enforceable by the Association in the same manner as these Restrictions are enforceable.

22. Maintenance Charge and Maintenance Fund.

- (a) The lots in said Subdivision and the owners thereof are hereby subjected to an annual maintenance charge which shall be an assessment against said lots and the owners thereof for the purpose of creating a fund to be expended by the Association in the interest of the Subdivision as a whole. The amount of said charge shall be \$100.00 per lot.
- (b) The amount of the annual maintenance fee may be adjusted as shall be determined by a majority vote of the members, represented in person or by proxy, of the Association at the annual meeting of the Association, at which a quorum of the members, represented in person or by proxy, is obtained. Notice shall be given to all lot owners of said annual meeting and of the proposed annual maintenance fee to be determined for the next fiscal year. In the event the proposed maintenance fee fails to obtain the necessary votes at the annual meeting, then the maintenance fee for the next fiscal year shall remain at the same amount as then currently set, but in no event to be less than ONE HUNDRED AND NO/100 DOLLARS (\$100.00) per year. Said assessments shall be in the form of a covenant to run with the ownership of the said lots.
- (c) The following authorized uses of such money are set forth by way of example and not by way of exclusion or limitation: lighting, collecting and disposing of garbage, trash and debris, employing policemen or watchmen, caring for vacant lots, fogging or spraying for insects, and building, improving and maintaining the parks, holding pond and other facilities.
- (d) Failure to pay the amount assessed against each lot may result in a lien on such lot, which lien is hereby created, and such lien shall be enforceable through appropriate proceedings at law by the Association.
- (e) The lien hereby created, as well as the lien referred to earlier in the restrictions, shall be subordinate to the lien or liens of any bona fide lender who hereafter lends money to a lot owner for the purchase of his lot and/or for construction, improvement and/or permanent financing of any buildings of any such lot.
- (f) 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 the Association shall have no obligation to furnish maintenance or do any other thing described in this paragraph other than from maintenance funds.
- (g) If any Owner sells his Lot(s), the Owner is 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.
 - (h) Maintenance fees not paid by January 31 will be charged a collection fee of \$10.00 per month per lot, or as may be otherwise established by the Board of Directors by resolution duly adopted.
 - (i) The Association shall have any and all rights and remedies the Association may have by law and under these Restrictions, including the rights of the Association to institute suit against such Owner personally obligated to pay the Maintenance Charge and/or for foreclosure of the aforesaid lien judicially. In any foreclosure proceeding, such Owner will be required to pay the costs, expenses and reasonable attorney's fees incurred. The Association will have the power to bid (in cash or by credit against the amount secured by the lien) on the property at foreclosure or other legal sale and to acquire, hold, lease, mortgage, convey or otherwise deal with the same. Upon the written request of any institutional lender which lends money which is secured by any lot, the Association will report to said lender any unpaid Maintenance Charges remaining unpaid for longer than thirty (30) days after the same are due. The lien hereunder will not be affected by the sale or transfer of any Lot; except, however, that in the event of foreclosure of any first-lien mortgage securing indebtedness incurred to acquire such Lot, the lien for any Maintenance Charges that were due payable before the foreclosure sale will be extinguished, provided that past-due Maintenance Charges will be paid out of the proceeds of such foreclosure sale only to the extent that funds are available after the satisfaction of the indebtedness secured by the first lien mortgage. The provisions of the preceding sentence will not, however, relieve any subsequent Owner (including any mortgagee or other purchaser at a foreclosure sale) from paying Maintenance Charges coming due and payable after the foreclosure sale. Upon payment of all sums secured by a lien of the type described herein, the Association will upon request of the Owner execute a release of lien relating to any lien for which written notice has been filed as provided above, except in circumstances in which the Association has already foreclosed such lien. Such release will be signed by an Officer of the Association. Except as otherwise provided by applicable law, the sale or transfer of a Lot will not relieve the Owner of such Lot or such Owner's transferee from liability for any Maintenance Charges thereafter becoming due or from the lien associated therewith. If any Owner conveys its Lot and on the date of such conveyance such Maintenance Charges against the Lot remain unpaid, or said Owner owes other sums or fees under this Declaration, the Owner will pay such amounts to the Association out of the sales price of the Lot, and such sums will be paid in preference to any other charges against the Lot other than a first lien mortgage or liens and charges in favor of the State of Texas or a political subdivision thereof for taxes on the Lot which are due and unpaid. The Owner conveying such Lot will remain personally liable for all such sums until the same are fully paid, regardless of whether the transferee of the Lot also assumes the obligation

to pay such amounts.

23. **Special Assessment for Capital Projects.** In addition to the Maintenance Fee assessment set forth in paragraph 24 of these 2008 Restated and Amended Restrictions, the owners of lots purchased in said Subdivision shall be subject to a "Special Assessment" for road repairs, lake maintenance and upkeep, or other special needs, in such amount as may be established by the Association at a special or annual meeting at which notice for an election for the assessment of said Special Assessment is given. 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 a special or annual 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, and failure to pay said Special 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 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.

24. These covenants are to run with the land, and shall be binding on all parties and all persons claiming under them for a period of ten (10) years from the date these covenants are recorded with the County Clerk of Polk County, Texas, after which time said covenants shall be extended automatically for successive period of ten (10) years, unless an instrument signed by a majority of the then owners of the lots has been recorded, agreeing to change said covenants in whole or in part, or to revoke them. Additionally, the Association shall have the right at any time hereafter to make such reasonable changes in or waivers of any or all of the above restrictions, conditions, covenants as the Association in its sole discretion may deem reasonably necessary or desirable, subject to the approval of the Association's members by a majority vote in favor of such change in or waivers of any or all of the restrictions, conditions, and covenants by the members of the association, represented in person or by proxy, at a special or annual meeting at which is quorum is had and notice is given of the intended change(s). Any such change shall be first approved by a majority vote of the Board of Directors, and then submitted to the members of the Association for approval. Upon approval by the members of the Association the amended restrictions shall be filed with the County Clerk of Polk County, Texas, at which time same shall become of full force and effect.

25. All restrictions, reservations, and covenants shall be binding upon the purchaser or the successors, heirs and assigns of the purchaser.

26. **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.
- (c) Acquiescence, regardless of time involved, in any violation shall not be deemed a waiver of the right to enforce against the violator or others the conditions and covenants so violated or any other conditions; Taylor Lake Estates Homeowners Association shall have the right to require that the same be corrected, and recover cost of any actions, regardless of whether such action is the making of demand under Chapter 209 of the Texas Property Code and/or by legal action, deemed by the Association to be necessary to enforce corrections, as set forth by these Deed Restrictions, including but not limited to attorney's fees.

27. Enforcement of Deed Restrictions.

- (a) Subject to the provisions of (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 (i) violate or attempt to violate any restriction or provision herein or (ii) 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 Association 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 (I) prevent such violation, (ii) recover damages of other dues for such violation, and (iii) 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 Association has the right, but not the exclusive duty, to take action to enforce any violation of these deed restrictions.
- (c) Neither the Architectural Committee, nor the members of said Committee, nor the directors nor officers of Taylor Lake Estates Homeowners 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 nor 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.
- (e) Any court ordered award of attorney's fees incurred for prosecution of any deed restriction violation or enforcement of these Restrictions shall be secured by a lien against the property of the property owner found by a court to be in violation of these deed restrictions.
- (f) Each Owner shall be responsible for any damages incurred by such owner and any guests and family members alleged to have occurred within the Subdivision, including use of any of the Common Facilities of the Subdivision.

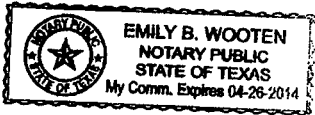
EXECUTED by the Board of Directors of Taylor Lake Estates Homeowners Association, a Texas non-profit corporation, on the dates set forth by the respective acknowledgments, subject to the filing of a written instrument reflecting approval by at least a majority of the property owners, pursuant to the Original Restrictions referenced above.

Francis J. Cofrancesco
 FRANCIS J. COFRANCESCO

THE STATE OF TEXAS *
 COUNTY OF Polk *

This instrument was acknowledged before me on the 15th day ~~April~~ ^{June}, 2011, by FRANCIS

J. COFRANCESCO, a Director of Taylor Lake Estates Homeowners Association.



Emily B. Wooten
 Notary Public, State of Texas

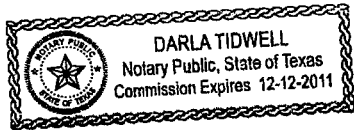
M. Owens
MONTY OWENS

THE STATE OF TEXAS *

COUNTY OF Harris *

This instrument was acknowledged before me on the 1st day July, 2011, by MONTY OWENS, a Director of Taylor Lake Estates Homeowners Association.

Darla Tidwell
Notary Public, State of Texas

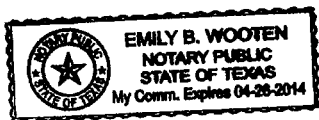


Donna Russell
DONNA RUSSELL

THE STATE OF TEXAS *

COUNTY OF Polk *

This instrument was acknowledged before me on the 21st day June, 2011, by DONNA RUSSELL, a Director of Taylor Lake Estates Homeowners Association.



Emily B. Wooten
Notary Public, State of Texas

Lee Harstad

LEE HARSTAD

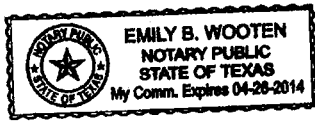
THE STATE OF TEXAS *

COUNTY OF Polk *

This instrument was acknowledged before me on the 15th day ~~April~~ June, 2011, by LEE HARSTAD, a Director of Taylor Lake Estates Homeowners Association.

Emily B. Wooten

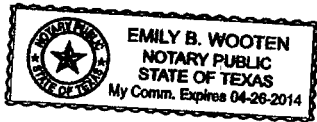
Notary Public, State of Texas



Fred Torres
FRED TORRES

THE STATE OF TEXAS *
COUNTY OF Polk *

This instrument was acknowledged before me on the 15th day ~~April~~ June, 2011, by FRED TORRES, a Director of Taylor Lake Estates Homeowners Association.

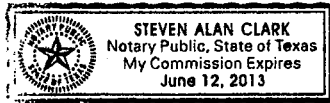


Emily B. Wooten
Notary Public, State of Texas

Charles Torreyson
CHARLES TORREYSON

THE STATE OF TEXAS *
COUNTY OF Polk *

This instrument was acknowledged before me on the 24 day June, 2011, by CHARLES TORREYSON, a Director of Taylor Lake Estates Homeowners Association.



Steven A Clark
Notary Public, State of Texas

Prepared in the law offices of:

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

After filing return to:

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

FILED FOR RECORD
2011 JUL -5 AM 10:28

Schelana Walker
SCHELANA WALKER
POLK COUNTY CLERK

State of Texas }
County of Polk }
I, SCHELANA WALKER hereby certify that this instrument
was FILED in the file number sequence on the date and at the time
stamped hereon by me and was duly RECORDED in the Official
Public Records in Volume and Page of the named RECORDS OF
Polk County, Texas as stamped hereon by me.

JUL 5 2011



Schelana Walker
COUNTY CLERK
POLK COUNTY, TEXAS

AMENDMENT TO RESTRICTIONS

THE STATE OF TEXAS)
(KNOW ALL MEN BY THESE PRESENTS
COUNTY OF POLK)

That whereas the 2011 Restated and Amended Restrictions and Covenants for Taylor Lake Estates Subdivision, Polk County, Texas, by instrument duly filed in Vol. 1802, page 495, Deed records of Polk County, Texas, did specify the annual assessment for maintenance fees to be \$100.00 per lot.

Whereas the Board of Directors at its stated meeting May 7, 2016 did propose increasing said annual assessment to \$125.00 per lot, and approved a motion to amend said restrictions and covenants.

Whereas a ballot, presenting said motion to the property owners, was approved by the Board of Directors at the stated meeting May 7, 2016 and mailed with the NOTICE OF ANNUAL MEETING OF MEMBERS OF THE POLK COUNTY TAYLOR LAKE ESTATES HOMEOWNERS ASSOCIATION, INC. May 8, 2016.

Whereas said ballot did state:

"MOTION TO AMEND ARTICLE II, SECTION 22 (a) of the 2011 Restated and Amended Restrictions and Covenants for Taylor Lake Estates Subdivision, Polk County, Texas", which currently states; "The lots in said subdivision and the owners thereof are hereby subjected to an annual maintenance charge which shall be an assessment against said lots and the owners thereof for the purpose of creating a fund to be expended by the Association in the interest of the Subdivision as a whole. The amount of said charge shall be \$100.00 per lot."

The last sentence (only) to be amended to state: "The amount of said charge shall be \$125.00 per lot, effective 2017 and until amended.

Requirements for this motion to pass are stated in Article II, Section 22 (b) "The amount of the annual maintenance fee may be adjusted as shall be determined by a majority vote of the members, represented in person or by proxy, of the Association at the annual meeting of the Association, at which a quorum of the members, represented in person or by proxy, is obtained."

BALLOT FORM

Section(s) «Section», Lot(s) «Lot»

Number of Votes «Votes»

I/We, the undersigned do hereby affirm ownership of the designated property in said subdivision and cast my/our vote(s):

_____ For the Motion to Amend Article II Section 22 (a)

_____ Against the Motion to Amend Article II, section 22 (a)

Signed: _____ DATE: _____
«LastName», «FirstName» & «SpouseName»

2016-2051-209

Whereas Forty-Seven (47) ballots with 99.5 votes out of a potential of 151 ballots with 284 votes were returned to the annual meeting of the Home Owners Association, at which a quorum was present June 4, 2016.

Whereas the results of a tally of said ballots by three (3) tellers and an election director appointed by the President of the Association, did show 78 Votes FOR, and 21.5 Votes AGAINST said motion.

Whereas the Secretary of the association did declare said motion passed at said annual meeting.

Now therefore, the annual assessment for maintenance charge is increased from \$100.00 per lot to \$125.00 per lot effective January 1, 2017.

Witness the execution hereof as an amendment to said restrictions recorded in Vol. 1802, page 495 of the Deed records of Polk county Texas.

POLK COUNTY TAYLOR LAKE ESTATES HOME OWNERS ASSOCIATION, INC.

Norma Berry 6/13/16
Norma Berry, President Date

SINGLE ACKNOWLEDGEMENT

THE STATE OF TEXAS)
 (
COUNTY OF ~~POLK~~)
 Harris

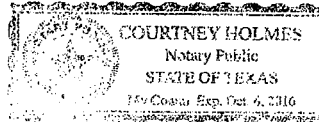
BEFORE ME, the undersigned authority, on this day personally appeared

Known to me to be the person whose name is subscribed to the forgoing instrument, and acknowledged to me that she executed the same for the purposes and consideration herein expressed.

GIVEN UNDER MY HAND AND SEAL OF OFFICE, this the 13 day of June A.D 2016

Courtney Holmes
Notary Public in and for the State of Texas

My Commission Expires: 10-6-2016



2016-2051-210

FILED FOR RECORD
2016 JUN 20 PM 1:38

Schelana Hock
SCHELANA HOCK
POLK COUNTY CLERK

STATE OF TEXAS)
COUNTY OF POLK)
I, SCHELANA HOCK hereby certify that the instrument was FILED in
the file number sequence on the date and at the time stamped hereon by
me and was duly RECORDED in the Official Public Records in Volume
and Page of the named RECORDS OF Polk County, Texas as stamped
hereon by me.

JUN 20 2016



Schelana Hock
COUNTY CLERK
POLK COUNTY, TEXAS

KW

✓
Taylor Lakes HOA
P.O. Box 453
Ace, TX 77326