

**2017 RESTATED AND AMENDED RESTRICTIONS, AND COVENANTS FOR  
RIVERSIDE LAKELAND SUBDIVISION, WALKER COUNTY, TEXAS**

THE STATE OF TEXAS \*

\* KNOW ALL MEN BY THESE PRESENTS:

COUNTY OF WALKER \*

WHEREAS, pursuant to that certain memorandum of a contract dated April 7, 1965, the plans for development of the Riverside Lakeland Subdivision of Walker County, Texas, together with certain deed restrictions, were executed and filed for record at Volume 191, page 637, et seq., Deed Records of Walker County, Texas; Volume 400, page 652, et seq., Deed Records of Walker County, Texas; and Volume 75, page 632, et seq., Official Public Records of Walker County, Texas; and

WHEREAS, BY THAT CERTAIN AGREEMENT DATED August 28, 1976, and filed at Volume 293, page 102, et seq., Deed Records of Walker County, Texas, the Developer of Riverside Lakeland subdivision assigned certain of the developer's rights, responsibilities, and duties to the Riverside Lakeland Civic Club; and

WHEREAS, on July 29, 1988 the Riverside Lakeland Civic Club filed Articles of Incorporation with the Texas Secretary of State, incorporating into a non-profit property owners association, under the name "Riverside Lakeland Property Owners Association", (hereinafter referred to as the "Association" and was issued a charter by the Texas Secretary of State, Charter Number 01084847-01; and

WHEREAS, by that certain Assignment dated September 30, 1988, and filed of record at Volume 81, page 72, et seq., Official Public Records of Walker County, Texas, the Riverside Lakeland Civic Club conveyed to the Riverside Lakeland Property Owners Association all rights it obtained from the Developer per the agreement of August 28, 1976; and

WHEREAS, on October 30, 1988 the directors of the Association executed that certain "Notice of Formation of Petition Committee Pursuant to Section 201.005, Texas Property Code", together with that certain "Petition Amending and Modifying Existing Restrictions and Creating Additional New Restrictions for Riverside Lakeland Subdivision, Walker County, Texas, Pursuant to Chapter 201, Texas Property Code", which Notice and Petition were filed at Volume 82, page 716, et seq., Official Public Records of Walker County, Texas; and

WHEREAS, on September 29, 1989, that certain "Certificate of Compliance of Giving Notice of filing of Petition Amending and Modifying Existing Restrictions and Creating Additional New Restrictions for Riverside Lakeland Subdivision, Walker County, Texas, Pursuant to Chapter 201, Texas Property Code", (referred to herein as "1989 Amended Restrictions"), which document was filed at Volume 82, page 716, et seq., Official Public Records of Walker County, Texas; and

WHEREAS, the 1989 Amended Restrictions, deed restriction No. 26, provided that the restrictions could be amended pursuant to the following procedure:

These covenants are to run with the land, and shall be binding on all parties and persons claiming under them for a period of twenty-five (25) years from the date these covenants are recorded with the County Clerk of Walker County, Texas, after which time said covenants shall be extended automatically for successive periods of ten (10) years, unless an instrument amending any of these restrictions is filed with the County Clerk of Walker County, Texas. Any amendment to any restriction shall not affect the provisions of any other restrictions unless otherwise provided for in said amendment. Any such instrument amending any of these restrictions shall be signed by the Board of Directors of the Association, and shall require a majority vote of the members of the Association, represented in person or by proxy, at a special meeting called for the specific purpose of amending the restrictions, or an annual meeting at which notice of such proposed amendment is given, at which either special or annual meeting a quorum of members, represented in person or by proxy, is obtained; and

WHEREAS, on May 28, 2008, the Board of Directors of the Association, by resolution, adopted Restated and Amended Restrictions, subject to the approval by a majority vote of the members of the Association, represented in person or by proxy, at a special meeting called for the specific purpose of amending the restrictions, or an annual meeting at which notice of such proposed amendment is given, at which either special or annual meeting a quorum of members, represented in person or by proxy, is obtained; and

WHEREAS, a majority of the members of the Association, at the annual meeting of the members on September 13, 2008, represented in person or by proxy, voted to approve and make effective upon filing, the Restated and Amended Restrictions. The Restated and Amended Restrictions were then filed on October 26, 2011, at Vol. 999, page 224, et seq., Official Public Records, Walker County, Texas; and

WHEREAS, on August 12, 2017, the Board of Directors of the Association, by resolution, adopted these 2017 Restated and Amended Restrictions, subject to the approval by a majority vote of the members of the Association, represented in person or by proxy, at a special meeting called for the specific purpose of amending the restrictions, or an annual meeting at which notice of such proposed amendment is given, at which either special or annual meeting a quorum of members, represented in person or by proxy, is obtained; and

WHEREAS, a majority of the members of the Association, at the July meeting of the members, represented in person or by proxy, voted to approve and make effective upon filing, these 2017 Restated and Amended Restrictions.

NOW, THEREFORE, the RIVERSIDE LAKELAND PROPERTY OWNERS ASSOCIATION hereby adopts the following 2017 Restated and Amended Restrictions, effective upon the filing of these 2017 Restated and Amended Restrictions with the County Clerk of Walker County, Texas:

**Membership in Property Owners Association.**

- (a) Each person(s) acquiring a lot or residential dwelling in Riverside Lakeland Subdivision shall automatically become a member of the Riverside Lakeland Property Owners Association, a non-profit Texas Corporation formed for the benefit of the property owners of Riverside Lakeland, and the Association shall be a property owners association as defined by the Texas Property Code.
- (b) Each member will abide by the Bylaws and other rules and regulations of the corporation and the covenants and restrictions set forth in this document.
- (c) 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.

**2017 RESTATED AND AMENDED RESTRICTIONS FOR RIVERSIDE LAKELAND SUBDIVISION, WALKER COUNTY, TEXAS**

- 1. Architectural Approval Required.
  - (a) There shall be established an Architectural Control Committee, (referenced at times as the "ACC"), composed of three (3) members appointed by the Board of Directors of the Association to protect the owner of lots hereunder against such improper use of lots as will depreciate the value of their property; to preserve, so far as practical, the natural beauty of said property; to guard against the erection thereon of poorly designed or proportioned structures and structures built of improper or unsuitable materials; to obtain harmonious architectural schemes; to ensure 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. The Architectural Control Committee shall develop guidelines, and these guidelines shall be approved by the Board of Directors by resolution duly adopted.
  - (b) No building, structure, or improvement of any type, including but not limited to houses, sheds, boat houses, piers, storage buildings, fences, sidewalks, driveways, shall be erected, placed or altered on any lot, property, or area in this Subdivision until the building plans, specifications and plat plans showing the location and size of such building or structure have been approved in writing, as

to conformity and harmony of external and structural design and quality, and in conformity with the protective covenants, limitations, conditions and restrictions as hereinafter set out, and a building permit has been issued by the Architectural Control Committee

- (c) "Fences" in these Restated and Amended Restrictions shall mean a hedge, structure, or partition, enclosure, barrier or boundary, regardless of the material with which the fences are made, for the purpose of enclosing a piece of land, or to divide a piece of land into distinct portions, or to separate two contiguous pieces of land.
  - (d) Legal Costs. Any property owner who brings a lawsuit against the Association alleging a violation of any duty of the Association to enforce the deed restriction, or alleging that the Association, or any director, officer and/or agent of the Association, may be liable to the Association for any legal fees and costs incurred in defending such lawsuit.
2. Single Family Residential Use. All lots in Riverside Lakeland Subdivision, unless otherwise designated on the aforementioned map or plat of this Subdivision, shall be known and designated as residential lots and shall be used for single family residential purposes only. In no event shall any residential lot be used for any business purposes. The term "residential purposes" as used herein shall be held and construed to exclude hospitals, clinics, nursing homes, duplex houses, apartment houses, boarding houses, hotels and all other commercial uses as all such uses of said property are hereby expressly prohibited. Rental or lease by the owner or anyone who is acting on behalf of the owner of the lot and the residence thereon for any period of time less than 180 days must be approved by the Board of Directors. It is the responsibility of the property owner to furnish a copy of the deed restrictions to the renter. Rental or lease of the lot and residence shall not relieve the property owner from compliance with these Deed Restrictions.
3. Setback Lines. No building or other structure, including fences, as described in paragraph (1), shall be located on any residential lot nearer to the certified surveyed property line than the building line as set forth herein. The building setback lines shall be at least twenty (20) feet back from the certified surveyed property line in all cases except corner lots. In the case of corner lots, the twenty (20) feet setback shall be on the side of the lot fronting on the street. In the case of the side of the lot abutting the street, the minimum setback from the certified surveyed property line shall be ten (10) feet. Corner residential lots shall be deemed to front on the street side having the least frontage. No building or other structure shall be located nearer than five (5) feet to any interior lot line, except in the event one building is constructed on more than one lot, the combined areas shall be considered as one lot. In any determination of this clause, the building line shall include open porches and garages or any other abutting structure to the principal residence. Fences as defined in paragraph (1) of these restrictions located between two adjacent properties may be built within three inches of the actual property line on the lot of the owner who is constructing the fence to allow the adjacent property owner to also build a fence within three inches of the actual property line on the adjacent property. Variations from these requirements as to building location may be granted in writing only by the Board of Directors of the Association, upon the recommendation of the Architectural Control Committee.

4. No Temporary Dwellings. No house trailer, mobile home, manufactured home, travel trailer, tent, shack, barn or other out-building or structure, temporary or permanent, shall be moved on or erected in this Subdivision, nor shall any garage or other out-building be used as a temporary or permanent residence in this Subdivision, without the expressed written consent of the Architectural Control Committee.
5. Size of Residences. The floor area of all residences constructed after date of these revised Deed Restrictions, exclusive of open porches and garages shall be not less than 1000 square feet, except all lot owners in Section Eight (8), Waterfront or Off-Water, shall be required to build on concrete slab a residence of not less than 1,600 square feet. The outside of such residence in Section Eight (8) shall be constructed of at least sixty percent (60%) brick, stone, and/or glass. The design, materials and workmanship in all buildings shall be in conformity with common use by architects and builders of quality homes, and no building or structure shall be occupied or used until, the exterior thereof is completely finished and all utility connections are made in accordance with the applicable codes.
6. Construction Requirements.
  - (a) All new construction must be dried in within six months from commencement and completed within one year.
  - (b) No additions to homes may be constructed unless the written approval of the Association through the designated Architectural Control Committee is first obtained before any construction is begun. No used existing building or structure of any kind and no part of a used existing building or structure shall be moved onto, placed on, or permitted to remain on any lot.
  - (c) As used in these Restrictions, "dried in" means the exterior of the house must be completed, including installation of windows, doors, roof, shingles, brick siding or other exterior materials, and further includes at least one coat of paint to those surfaces which need to be painted.
  - (d) 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 Control Committee.
  - (e) No tar type roof or siding materials will be used on any structure, and no sheet metal type roof or siding materials will be used without written approval of Architectural Control Committee on any structure.
  - (f) The exterior of any building (excluding roof, glass and masonry) must be painted or stained. All buildings and structures shall be completely underpinned and underskirted with no piers or pilings exposed to view except as approved by the Architectural Control Committee. No natural drainage shall be altered, nor shall any drainage ditch, culvert, or drainage structure of any kind be installed or altered, nor shall any driveway, curb or other such impediment to the free flow of water be installed or altered, without prior written consent of the Architectural Control Committee.
  - (g) No building material of any kind or character shall be placed or stored upon any tract until the owner is ready to commence construction and then such material shall be placed within the property lines of the tract or parcel of land upon which the improvements are to be erected, and shall not be placed in the streets.

- (h) After improvements are begun, work in progress shall be continuous and shall be prosecuted with reasonable diligence until all improvements are completed in accordance with plans submitted and approved by the ACC.
  - (i) Except as may be provided for in these Restrictions, and/or any waiver or approval by the ACC, the International Residential Code (Building Code) applies to all construction, alteration, remodeling, enlargement, and repair of all structures built in the Subdivision.
7. Plumbing and Sanitation. All houses shall be constructed with indoor plumbing with sewage systems designed and constructed in accordance with Trinity River Authority Codes adequate therefore to accommodate and serve the occupants thereof and guests and under no circumstances shall drainage be permitted into any lake or to the ground surface. No private or outside toilet facilities shall be constructed or maintained on any lot.
  8. Sewage. The drainage of sewage system effluent into a road, street, alley, ditch or owner's property or any waterway either directly or indirectly is prohibited. Overflow from an absorption type sewage system onto another owner's property is prohibited. Aerobic type sewage system must have an effluent pump timer.
  9. Easements. Lots are to be purchased subject to easements to be established by grant or agreement between RIVERSIDE LAKELAND PROPERTY OWNERS ASSOCIATION, its successors or assigns, and the utility companies furnishing electricity, telephones, water, gas or sewage and in addition thereto, waterfront lots shall be subject to flood easements established or to be established and granted to Trinity River Authority or other authority controlling Lake Livingston.
  10. Culverts. Driveway culverts shall be used on lots that are abutting drainage ditches and shall be a minimum of 18 feet in length and 12 inches in diameter, or larger, as needed.
  11. Nuisance. No noxious, offensive, or commercial activity shall be carried on or upon any lot, nor shall anything be done thereon which may be or may become an annoyance or a nuisance to the neighborhood. Outdoor burning of tree limbs, grass, leaves or other paper or wood products is permitted on your property. 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.
  12. Pets. No animals, livestock or poultry of any kind shall be raised, bred or kept on any lot, except that dogs and cats (not to exceed two of any category) may be kept provided they are (1) not kept, bred or maintained for any commercial purposes, and (2) only kept as pets of the owners of such lots. Dog owners shall display current vaccination tags on dog's collar. Dogs shall be confined on owner's property or under the owner's supervision at all times. Any exterior dog houses must be approved by the Association Board of Directors under the same procedures as set forth for other structures constructed upon the lots. The Association Board of Directors may establish size and style qualifications for any exterior dog houses. Nothing in this restriction shall require the

Association to allow exterior dog houses, but any decision to allow exterior dog houses shall be in the discretion of the Architectural Control Committee.

13. Maintenance of Lots.

(a) The owners and/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/or equipment including but not limited to automobiles, trucks, recreational vehicles, ATVs, motorcycles, dirt bikes, tractors and boats that are no longer in operating condition except for normal residential construction requirements or permit the accumulation of garbage, trash or rubbish of any kind thereon.

(b) In the event of violation on the part of the owner or occupant of any lot in this Subdivision in observing any of the above requirements, the Association 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 shall be paid by either the owner or occupant of such for the cost of such work. The owner or occupant as the case may be, agrees by the purchase or occupancy of any lot in this Subdivision to pay such invoice immediately upon receipt thereof.

There will be no liability to the Association in carrying out this action. The violating owner will be charged for the reasonable cost of such work and associated materials. The owner agrees with the purchases of a lot in Riverside Lakeland Subdivision to pay such statement immediately upon receipt. If the statement is not paid within thirty (30) days of the date due, then said amount shall accrue interest at the rate of twelve (12%) percent per annum. The payment of such charge is secured by the same lien on the property in question, which secures the charge for such work, the interest accrued, and legal fees and related costs in prosecuting and collection said amount. Said lien shall only be judicially foreclosed.

(c) In the event of violation on the part of any lot owner in observing the above requirements, and if such violation continues after thirty (30) days written notice thereof, the Association may take action to correct the violation and/or may seek an injunction and award of damages from a Court having jurisdiction to correct the violation.

14. Parking. No motor homes, boats, boat trailers, or boat rigging shall ever be parked or placed (except temporarily) nearer to the street than the ten-foot building set-back lines, unless a variance is signed by the Architectural Control Committee. The parking of automotive vehicles on road shoulders for a period of longer than twenty-four hours is prohibited.

15. Commercial Vehicles. All commercial vehicles weighing in excess of 10,000 pounds or commercial vehicles with more than three (3) 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 Riverside Lakeland Subdivision. This restriction does not prohibit occasional and temporary parking that is necessitated by certain pick-up or delivery of large items or building materials on vehicles in the subdivision.

16. Maintenance Fee and Lien. All owners of lots in said Riverside Lakeland Subdivision shall pay an annual maintenance fee as determined and set by the Association, which annual maintenance fee shall be a minimum of \$300.00 per year, except if any owner of more than one lot shall own more than one house, such owner shall pay an annual maintenance fee for each house. The amount of the maintenance fee 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 of failure of the members to agree upon a maintenance fee at the annual meeting, the maintenance fee determined at the annual meeting of the property owners the previous year will be the amount of maintenance fees for that year. Such maintenance fee, together with any attorney's fees and costs incurred in enforcing these Restrictions shall be secured by Lien upon the particular lot, tract or parcel of land at the time the fee is due. Said maintenance fees shall be due on or before July 1, on each year, and shall be deemed delinquent if not paid before August 1<sup>st</sup> of the year in which such maintenance fees are due. Said assessments shall be in the form of a covenant to run with the ownership of the said lots.
17. Collection of Maintenance Fees. Any maintenance fee not paid when due shall give the Association the right to bring an action at law against the person or entity obligated to pay same, or the Association may foreclose the lien created hereby against the particular lot, tract or parcel. Interest at twelve percent (12%) per annum from date due, costs and reasonable attorney's fees incurred in such action shall be added to the amount due. Each such person or entity owning any lot, tract or parcel out of the said property, by acceptance of a deed thereto, hereby grants to the Association, its successors and assigns, or its agents, the right and power to bring all such actions against same personally for the collection of the maintenance fees due and unpaid, and to enforce the aforesaid lien by all methods available.
- 18a. Enforcement of Deed Restrictions. The Board of Directors of the Association shall have the right to enforce, by any proceeding at law or in equity, all restrictions, conditions and reservations now or hereafter imposed by these restrictions, said cause of action to be brought in the name of the Association, upon a vote by the majority of the Board of Directors of the Association at a duly called meeting of the Board at which a quorum of Directors is present, against any lot owner who is delinquent in payment of the maintenance fees, as delinquent is defined in these restrictions, and Bylaws of the Association. Any lot owner who has not paid the annual maintenance fees applicable to the lots owned, once such maintenance fees are payable as provided by these restrictions and the Bylaws, shall be considered in default.



- 18 b. Any lot owner who is delinquent in payment of any maintenance fees or other fees due on the record date of any meeting, as determined by the Bylaws of the Association, shall not be entitled to vote at any meeting of the members, whether annual or special, and shall not be entitled to hold any directorship or office of the Association.
19. Association Properties. All lots, tracts or parcels out of the said property owned by the Association shall be exempt from the lien and maintenance fees provided for hereby during the period the Association owns same.
20. Maintenance Fee Purpose. The maintenance fund shall be applied to the payment of the maintenance expenses and/or construction costs incurred for any or all of the following purposes as determined by the Property Association:
- (a) maintaining and improving streets, parkways, paths, signs, lighting;
  - (b) the maintenance of ramps, boat landings, boat basins and other similar recreational facilities;
  - (c) things necessary to keep the property neat and in good order, including the collecting and disposing of brush, rubbish, dead trees, and similar materials, as well as maintenance of vacant lots;
  - (d) annual budgeted discretionary expenses for items not listed above, that, in the opinion of the Board of said Association, are of general benefit to the owners or occupants of Riverside Lakeland Subdivision, shall not exceed \$1500. Any discretionary items over this amount shall require membership approval in an annual or special called meeting, and any budgeted amount not spent shall be used to pay for road repairs.
21. Association's Right to Enforce Restrictions. The Association reserves the right to enter upon any lot to enforce the restrictions, conditions, covenants or agreements herein contained, failure to enforce any restriction, condition, covenant or agreement herein contained shall in no event be deemed a waiver of a right to do so thereafter, as to the same breach, or as to the one occurring prior to or subsequently thereto, and invalidation of any one of these covenants or part thereof, by judgment or court order shall in no way affect any of the other provisions or part thereof which shall remain in full force and effect, and any written approval by the Association of any act shall be subject to any Municipal, County, State or Federal rules, regulations or laws.
22. Hunting. In order to preserve wild life existing, and to exist, and to protect all lot owners and/or their guests from harm while on the premises of Riverside Lakeland Subdivision, there shall be no hunting with guns, bows and arrows or traps, or otherwise on said Subdivision, nor shall firearms be discharged thereupon, except as may be provided for by Resolution of the Board of Directors of the Association adopting a wildlife Management Program to control the wild life population.
23. Association's Liability. Riverside Lakeland Subdivision, the Association, their successors and assigns will not be responsible for any accident or injury to any person or persons, property or properties of any lot owner and/or guests in said Subdivision, unless the accident or injury is caused intentionally or by the negligence of any representative of the Riverside Lakeland Subdivision or the Association, acting on behalf of said subdivision or association.

24. Subdivision of Lots. No lot shall be subdivided without approval of the Board of Directors of the Association. This covenant, however, does not preclude a purchaser of two or more adjacent lots from building a single residence on such lots. The smallest individually subdivided lot, parcel or tract of land shall not be less than one-half (1/2) the size of the original purchased lot, and no lot, parcel or tract so subdivided shall be used except for one single family residence.
25. Association's Use of Property. Notwithstanding anything to the contrary contained herein, the Association, its successors and assigns, reserves for itself and its designated agent or agents the right to use any lot or lots for a temporary office location and the right to place a sign or signs on any unsold lot or lots, together with the further right to dedicate and/or use such lots in said Subdivision as they may deem necessary or desirable for the use or benefit of property owners and Association members.
26. Signs. Property owners that wish to rent or sell their property may place a "For Rent" or a "For Sale" sign on their property without the need to have the Association's consent. No other sign, advertisement, billboard, or advertising structures of any kind may be erected or maintained on any residential lot without the consent in writing by the Board of Directors of said Association.
27. Abatement of Deed Restriction Violations. If any lot owner, his or her heirs, successors or assigns shall violate any of the covenants or attempt to violate any of the covenants herein, it shall be lawful for the Association, its successors or assigns, to enter and abate such violations without liability to it, its successors or assigns. 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 persons violating or attempting to violate such restrictions, and either to prevent him or them from so doing, or cause to be removed such violations or to recover damages for such violation.
28. Waiver and Severability. The waiver, invalidity, illegality, or unenforceability of any one or more of these restrictions, covenants, or conditions, by judgment, court order, action of the Board of the Association, or otherwise, shall in no way constitute a waiver of or invalidate any other restriction, covenants, or condition, but all such other restrictions, covenants and conditions shall continue to remain in full force and effect as if such waiver had never existed or such invalid, illegal, or unenforceable provision had never been contained herein.
29. No Invalidation of Liens. The violation of any restriction or covenant 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.
30. Motor Vehicles. All licensed motorized recreational vehicles such as golf carts, all terrain vehicles (ATVs), neighborhood electric vehicles (NEVs), or similar vehicles designed for the disabled may be used as a means of transportation within the

subdivision. However, special rules/guidelines apply as follows:

- (a) The driver must be at least 14 years old.
  - (b) All subject vehicles must be driven in a safe and responsible manner and cannot exceed 15 miles per hour.
  - (c) The subject vehicle shall not be driven on the property of another property owner without the permission of that property owner.
  - (d) All subject vehicles that require noise suppression must have a working muffler in place. Operating lights must be in working order and in use if the vehicle is driven after sundown.
  - (e) If the driver violates this restriction or if the driver is unsafe or deemed to be a nuisance, then the Association reserves the right to notify local law enforcement. Further, the Association shall not be responsible for any accident or injury to any person or persons, property or properties of any lot owner and/or guests while in or on any of the roads, lakes or playground or property of said subdivision or Association.
31. No Use of Lot for Road Access. Riverside Lakeland Subdivision roads are maintained for the purpose of providing access to Riverside Lakeland Subdivision lots. No lot shall be used for the purpose of facilitating access to adjacent property located outside Riverside Lakeland Subdivision lots.
32. Drilling and other Activities. Drilling or exploration of minerals is not allowed. 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.
33. Enforcement of Deed Restrictions.
- (a) If any person or entity shall violate or attempt to violate any restriction or cause a real property owner to suffer by violating any restriction, it shall be lawful for the Association and/or any person or entity to prosecute any proceedings at law or in equity against any such person or entity.

This action may be taken to:

- (1) prevent such violation
- (2) recover damages or other dues, and
- (3) recover court costs and reasonable attorney fees.

As used in this restriction, "person" or "entity" refers to owners and purchasers of any real property, as well as all heirs, devisees, assignees (tenants), legal representatives, and all other persons or entities who acquire any of the rights of the owner or purchaser of the real property.

- (b) Neither the Architectural Committee, nor the members of said Committee, nor the directors nor officers of the Association, shall have any liability or responsibility at law nor in equity on account of the enforcement of, or on account of the failure to enforce, these restrictions. An exercise of discretionary authority by the Association or other representative of the Association concerning a restrictive covenant is presumed reasonable unless the court determines by a preponderance of the evidence that the exercise of authority was arbitrary, capricious, or discretionary.
  - (c) Notwithstanding any other provision thereof, 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.
  - (d) Any action to enforce any of these restrictions, including the collection of maintenance fees, shall be brought in a court of proper jurisdiction in Walker County, Texas.
34. Special Assessment for Capital Projects.
- (a) Purpose of Special Assessment. The Special Assessment shall be used for only the following purposes: (1) To defray, in whole or in part, the cost, whether incurred before or after the assessment, of any construction or reconstruction, repair, or replacement of a capital improvement in the Common Areas, including but not limited to the streets and roads in the Subdivision, owned by the Association, including the necessary fixtures and property related to such Common Areas, to the extent such expense is not sufficiently provided for with Maintenance Fee funds; (2) For maintenance and improvement of Common Areas owned by the Association; and/or (3) For such other purposes of the property owners' association as stated in the Association's Certificate of Formation or the dedicatory instrument for the Subdivision.
  - (b) Establishment of Special Assessment. In addition to the Maintenance Fee assessment set forth herein, the members of the Association may adopt a special assessment for capital projects, 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 majority vote of the members, represented in person or by proxy, of the Property Owners Association at the 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 sixty (60) days of the date set forth in the notice as being the date the Special Assessment is due.

35. Liability of Association. 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.
36. Partial Invalidation and Attorney Fee Lien. Partial invalidation of any covenant or restriction, by court judgment or otherwise, shall not effect, in any way, the validity of all other covenants, restrictions, reservations and conditions, all of which shall remain in full force and effect. 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. The Association shall have the right to require that the same be corrected, and recover cost of any actions necessary to enforce corrections, including but not limited to attorney's fees. Any court ordered award of attorney's fees incurred for prosecution such violation shall be secured by a lien against the property of the property owner found by a court to be in violation of those deed restrictions.
37. Carports. No carport or any other such similar structure may extend past the front building lot line and must comply with any other lot line requirements set forth in these restrictions. All items stored under a carport or any other such similar structure, including porch must be kept neat and orderly. All carports and any other such structures must be approved in writing by the Architectural Control Committee prior to the beginning of any construction of that structure.
38. No Fence on Waterfront. In Section 8, Riverside Lakeland Subdivision, waterfront properties only, in order to prevent a property owner from blocking the lake view of an adjacent property owner, and in order to maintain a uniform appearance of the neighborhood from the lake, no fence shall be constructed on property located between the back of the primary residence and the lake, or on any property line that extends past any back corner of the primary residence and the lake. The front of the primary residence is the side that faces the street.
39. Liability of Owners to Owners' Families and Guests. All lot owners shall be liable for any injury to themselves or any of their family or guests while in or on any of the roads, lakes or playground or property of said subdivision or Association, and the Association shall not be liable for any such injury.
40. Use of Adjacent Lots. This Restriction is intended to comply with Section 209.015, Texas Property Code, and the Board of Directors is authorized to adopt such rules, regulations and resolutions to effect the intend of this Article.

- (a) As used in this Restriction, "Adjacent lot" means: (1) a lot that is contiguous to another lot that fronts on the same street; (2) with respect to a corner lot, a lot that is contiguous to the corner lot by either a side property line or a back property line; and/or (3) if permitted by the dedicatory instrument, any lot that is contiguous to another lot at the back property line.
  - (b) As used in these Bylaws, "Residential purpose" with respect to the use of a lot: (1) means the location on the lot of any building, structure, or other improvement customarily appurtenant to a residence, as opposed to use for a business or commercial purpose; and (2) includes the location on the lot of a garage, sidewalk, driveway, parking area, children's swing or playscape, fence, septic system, swimming pool, utility line, or water well and, if otherwise specifically permitted by the dedicatory instrument, the parking or storage of a recreational vehicle.
  - (c) An owner must obtain the approval of the Architectural Control Committee, based on criteria prescribed by the dedicatory instruments specific to the use of a lot for residential purposes, including reasonable restrictions regarding size, location, shielding, and aesthetics of the residential purpose, before the owner begins the construction, placement, or erection of a building, structure, or other improvement for the residential purpose on an adjacent lot.
  - (d) An owner who elects to use an adjacent lot for residential purposes under this section shall, on the sale or transfer of the lot containing the residence: (1) include the adjacent lot in the sales agreement and transfer the lot to the new owner under the same dedicatory conditions; or (2) restore the adjacent lot to the original condition before the addition of the improvements allowed under this section to the extent that the lot would again be suitable for the construction of a separate residence as originally platted and provided for in the conveyance to the owner.
  - (e) An owner may sell the adjacent lot separately only for the purpose of the construction of a new residence that complies with existing requirements in the dedicatory instrument unless the lot has been restored as described by Subsection (d)(2) of this Restriction.
  - (f) The Association may not adopt or enforce a provision in a dedicatory instrument that prohibits or restricts the owner of a lot on which a residence is located from using for residential purposes an adjacent lot owned by the property owner.
41. Texas Property Code Controls. To the extent that any of these Restrictions conflict with the provisions of the Texas Property Code and/or the Texas Business Organizations Code, as may be amended from time to time by the Texas Legislature, the Texas Property Code and/or the Texas Business Organizations Code shall control.

EXECUTED by the Board of Directors of Riverside Lakeland Property Owners Association, a Texas non-profit corporation, upon the vote of a majority of the members of the Association, at the

annual meeting of the members on July 15, 2017, represented in person or by proxy, voting to approve these 2017 Restated and Amended Restrictions.

Sandy Krailo

Sandy Krailo, President

Jack Herrington

Jack Herrington, Vice-President

Linda Bolyard

Linda Bolyard, Treasurer

C.W. Lorenz

C.W. Lorenz, Director

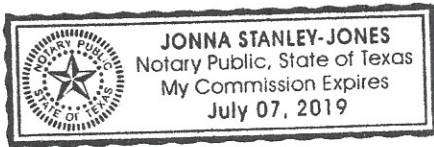
Tim Kiersz

Tim Kiersz, Secretary

THE STATE OF TEXAS \*

COUNTY OF WALKER \*

This instrument was acknowledged before me on the 29 day of October, 2017, by Sandy Krailo, Jack Herrington, Linda Bolyard, CW Lorenz, Tim Kiersz, Directors of Riverside Lakeland Property Owners Association.



Kari A. Franch, Walker County Clerk  
Walker County

Jonna Stanley-Jones  
Notary Public, State of Texas

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