

2011 RESTATED AND AMENDED  
RESERVATIONS, RESTRICTIONS AND COVENANTS  
FOR SECTIONS 1, 2, 3, 4, AND 5 OF THE  
TRINITY PLANTATION SUBDIVISION, TRINITY COUNTY, TEXAS

THE STATE OF TEXAS \*

COUNTY OF TRINITY \*

WHEREAS, SOUTHERN REALTY EQUITIES, INC., d/b/a SREI COMPANY, a Georgia corporation qualified to do business in Texas, (and referred to herein as "Developer"), being the former owner of a tract of land which was platted into a subdivision known as Trinity Plantation, according to the plat of said subdivision formerly known as Knollwood Heights, recorded in Volume 2, Page 95 of the Map Records of Trinity County, Texas, re-recorded in Cabinet A, Page 252, aforesaid Records, and desiring to create and carry out a uniform plan for the development and sale of improved lots in Trinity Plantation, do adopt, establish and declare certain Reservations, Restrictions and Covenants, which were made applicable to the Subdivision, dated October 1, 1982 and filed of record at Volume 306, page 89, et seq., Official Records of Trinity County, Texas; and

WHEREAS, on April 12, 1982 the Developer caused "Articles of Incorporation" for "Trinity Plantation Homeowner's Association" (referred to hereafter as "the Association") were filed with the Secretary of State for the State of Texas; and

WHEREAS, on May 22, 1985 "Third Amendment of Trinity Plantation Reservations, Restrictions and Covenants" were executed and filed of record at Volume 343, page 496, et seq., Official Records of Trinity County, Texas; and

WHEREAS, on August 29, 1985 "Fourth Amendment of Trinity Plantation Reservations, Restrictions and Covenants" were executed and filed of record at Volume 350, page 827, et seq., Official Records of Trinity County, Texas; and

WHEREAS, on August 29, 1985 "Fifth Amendment of Trinity Plantation Reservations, Restrictions and Covenants" were executed and filed of record at Volume 350, page 488, et seq., Official Records of Trinity County, Texas; and

WHEREAS, on July 10, 1984 the Developer executed "Annexation of The Plantation" and filed the same at Volume 323, page 77, et seq., Official Records of Trinity County, Texas; and

WHEREAS, Developer, on July 10, 1984, executed "Supplemental Declaration of Reservations, Restrictions and Covenants for The Plantation", and filed the same at record at Volume 323, page 79, et seq., Official Records of Trinity County, Texas; and

WHEREAS, on March 7, 1985 "First Amendment of Supplemental Declaration of Reservations, Restrictions and Covenants for The Plantation" were executed and filed of record at

Volume 337, page 785, et seq., Official Records of Trinity County, Texas; and

WHEREAS, on March 11, 1985, "Second Supplemental Declaration of Reservations, Restrictions and Covenants for The Plantation" were executed and filed of record at Volume 337, page 797, et seq., Official Records of Trinity County, Texas; and

WHEREAS, on May 22, 1985, "Second Amendment of Supplemental Declaration of Reservations, Restrictions and Covenants for The Plantation" were executed and filed of record at Volume 343, page 494, et seq., Official Records of Trinity County, Texas; and

WHEREAS, on August 29, 1985 "Third Amendment of Supplemental Declaration of Reservations, Restrictions and Covenants for The Plantation" were executed and filed of record at Volume 350, page 490, et seq., Official Records of Trinity County, Texas; and

WHEREAS, on August 29, 1985, "Fourth Amendment of Supplemental Declaration of Reservations, Restrictions and Covenants for The Plantation" were executed and filed of record at Volume 350, page 831, et seq., Official Records of Trinity County, Texas; and

WHEREAS, on January 11, 1985, a "Clarifying Amendment to Supplemental Declaration of Reservations, Restrictions and Covenants for The Plantation" were executed and filed at Volume 335, page 500, et seq., Official Records of Trinity County, Texas; and

WHEREAS, on August 17, 1983 "First Amendment of Trinity Plantation Reservations, Restrictions and Covenants" were executed and filed of record at Volume 313, page 551, et seq., Official Records of Trinity County, Texas; and

WHEREAS, on March 7, 1985, "Second Amendment of Trinity Plantation Reservations, Restrictions and Covenants" were executed and filed of record at Volume 337, page 792, et seq., Official Records of Trinity County, Texas; and

WHEREAS, on June 4, 1999, "Restated and Amended Reservations, Restrictions and Covenants for Trinity Plantation and The Plantation Subdivisions, Trinity County, Texas" (referred to herein as the "1999 Restrictions") were executed and filed on June 4, 1999 at Vol. 630, pages 25, et seq., Official Records of Trinity County, Texas; and

WHEREAS, on July 11, 2003, "First Amendment to the Restated and Amended Reservations, Restrictions and Covenants for Trinity Plantation and The Plantation Subdivisions, Trinity County, Texas" was executed and filed on July 11, 2003 at Vol. 707, page 355, et seq., Official Records of Trinity County, Texas; and

WHEREAS, on May 22, 2005, "Second Amendment to Restated and Amended Reservations, Restrictions and Covenants for Trinity Plantation and The Plantation Subdivisions, Trinity County, Texas" was executed and filed on May 27, 2005 at Vol. 746, page 849, et seq., Official Records of Trinity County, Texas; and

WHEREAS, on July 2, 2005, a document entitled "Second Amendment to the Restated and Amended Reservations, Restrictions and Covenants for Trinity Plantation and The Plantation Subdivisions, Trinity County, Texas" was executed and filed on July 2, 2005 at Vol. 748, pages 870, et seq., Official Records of Trinity County, Texas; and

WHEREAS, on July 23, 2005, a document entitled "Second Amendment to the Restated and Amended Reservations, Restrictions and Covenants for Trinity Plantation and The Plantation Subdivisions, Trinity County, Texas" was executed and filed on July 25, 2005 at Vol. 750, pages 264, et seq., Official Records of Trinity County, Texas;

WHEREAS, on September 7, 2005, a document entitled "Scrivener's Affidavit" was executed and filed at Vol. 753, pages 405, et seq., Official Records of Trinity County, Texas, correcting the title of the document dated July 2, 2005 filed at Vol. 748, pages 879, et seq., Official Records of Trinity County, Texas to be "Third Amendment to the Restated and Amended Reservations, Restrictions and Covenants for Trinity Plantation and The Plantation Subdivisions, Trinity County, Texas"; and

WHEREAS, on August 27, 2005, a document entitled "Fourth Amendment to the Restated and Amended Reservations, Restrictions and Covenants for Trinity Plantation and The Plantation Subdivisions, Trinity County, Texas" was executed and filed on August 31, 2005 at Vol. 752, pages 767, et seq., Official Records of Trinity County, Texas; and

WHEREAS, on October 14, 2005, a document entitled "First Supplemental Declaration to Restated and Amended Reservations, Restrictions and Covenants for Trinity Plantation and The Plantation Subdivisions, Trinity County, Texas" was executed and filed on October 18, 2005 at Vol. 755, pages 266, et seq., Official Records of Trinity County, Texas; and

WHEREAS, on December 8, 2006, a document entitled "Second Supplemental Declaration to Restated and Amended Reservations, Restrictions and Covenants for Trinity Plantation and The Plantation Subdivisions, Trinity County, Texas" (referred to herein as the 2009 Supplemental Restrictions) was executed and filed on December 11, 2006 at Vol. 782, pages 129, et seq., Official Records of Trinity County, Texas; and

WHEREAS, on June 10, 2009, a document entitled "Supplemental Declaration of Reservations, Restrictions and Covenants for Sections 3, 4, and 5 of the Trinity Plantation Subdivision, Trinity County, Texas" (referred to herein as the 2009 Supplemental Restrictions) was executed and filed on June 15 2009 at Vol. 838, pages 844, et seq., Official Records of Trinity County, Texas; and

WHEREAS, the above referenced 1999 Restrictions and the 2009 Supplemental Restrictions vested the Association and the Developer with certain rights, duties, responsibilities and powers; and

WHEREAS, the 1999 Restrictions provided, under Article X, Section 10.05 that the Restrictions could be amended pursuant to the following procedure:

Amendments. These Restrictions may be amended at any time by the Association upon the assent of a majority of the votes of Members who are voting in person or by proxy, at a meeting duly called for such purposes, written notice of which shall be sent to all Members not less than thirty (30) days nor more than fifty (50) days in advance of the meeting setting forth the purpose of the meeting, provided that in no event shall any of the duties, rights or obligations of the Developer be modified or amended without the prior written consent of Developer. No person shall be charged with notice of or inquiry with respect to any amendment until and unless it has been filed for record in the Official Real Property Records of Trinity County, Texas; and

WHEREAS, the 2009 Supplemental Restrictions provided, under Article IX, Section 9.05 that the Restrictions could be amended pursuant to the following procedure:

Amendments. These Restrictions may be amended at any time by the Association upon the assent of a majority of the votes of Members who are voting in person or by proxy, at a meeting duly called for such purposes, written notice of which shall be sent to all Members not less than thirty (30) days nor more than fifty (50) days in advance of the meeting setting forth the purpose of the meeting, provided that in no event shall any of the duties, rights or obligations of the Developer be modified or amended without the prior written consent of Developer. No person shall be charged with notice of or inquiry with respect to any amendment until and unless it has been filed for record in the Official Real Property Records of Trinity County, Texas; and

WHEREAS, on August 24, 2010 "2010 Restated, Amended and Consolidated Reservations, Restrictions and Covenants for Sections 1, 2, 3, 4 and 5 of the Trinity Plantation Subdivision, Trinity County, Texas" ("2010 Restrictions") were filed at Vol. 0862, pages 0567, et seq., Official Public Records of Trinity County, Texas.

NOW THEREFORE, the TRINITY PLANTATION HOMEOWNER'S ASSOCIATION, pursuant to the 2011 Restrictions, upon the assent of a majority of the votes of members voting in person or by proxy, at a meeting duly called for such purpose, written notice of which was sent to all Members not less than thirty (30) days nor more than fifty (50) days in advance of the meeting setting forth the purpose of the meeting, hereby restate and amend the 2010 Restrictions, restating and amended the same, as follows:

**ARTICLE 1**  
Definitions

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

1.01 "Association" shall mean and refer to Trinity Plantation Homeowner's Association, a non profit corporation organized under the laws of Texas, its successors and assigns.

1.02 "Common Facilities" shall mean the roads, street lights, parks, and entrance features

of the Subdivision, and landscaped areas established by the Developer for use as Common Facilities.

~~1.03 "Developer" shall mean Trinity County Land Development Company, L.P., its successors and assigns.~~

1.04 "Front Lot Line" of any lot shall mean the common boundary of any such Lot with a street in the Subdivision, and in the case of a corner Lot (which bounds two streets), it shall be the shorter boundary of the two boundaries of such Lot with either street.

1.05 "Front Set Back Lines" of any Lot shall mean the front building set back lines as shown on the Plats.

1.06 (definition of "Improved Lot" deleted.)

1.07 "Lot" shall mean any residential lot in Sections 1, 2, 3, 4, and/or 5 of Subdivision, and identified in the documents filed of record, identified herein, and on record with the Trinity County Clerk.

1.08 "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.

1.09 "Maintenance Fund" shall mean the amounts collected from time to time by the Association, upon payment of Maintenance Charges by the Owners.

1.10 Sections 1 and 2: "Site Built House" shall mean any dwelling other than a Manufactured House which is constructed primarily at the homesite and which is constructed in accordance with the requirements of Article V of these Restrictions.

Sections 3, 4, and 5: "Manufactured House" shall mean any dwelling that is manufactured in two or more modules at a location other than the home site and which is designated to be erected and installed on a Lot and whose modules are joined together and installed on a permanent foundation in accordance with the requirements of Article V of these Restrictions.

1.11 "Owner" shall mean any owner of any Lot in the Subdivision.

1.12 "Member" or "Members" shall mean and refer to the Developer and all those Owners who are members of the Association as provided in Article VI, Section 6.04 hereof.

1.13 "Plats" shall mean the plat of the subdivision for Section 1 recorded in Cabinet A, Slide 252, Section 2 recorded in Cabinet A, Slide 279, Section 3 recorded in Cabinet A, Slide 348; Section 4 recorded in Cabinet A, Slide 348, and Section 5 recorded in Cabinet A, Slide 352, Map Records of Trinity County, Texas.

1.14 "Rear Lot Line" of any Lot shall mean the boundary of any Lot which is opposite the

Front Lot Line.

1.15 "Reserves" shall mean collectively those areas designated as such on the respective Plats, if any.

1.16 "Restrictions" shall mean these 2010 Restated, Amended and Consolidated Reservations, Restrictions and Covenants for Sections 1, 2, 3, 4, and 5 for the Trinity Plantation Subdivisions.

1.17 "1999 Restrictions" shall mean the Restated and Amended Reservations, Restrictions and Covenants for Trinity Plantation and the Plantation Subdivisions, Trinity County, Texas", executed on June 4, 1999 and filed of record at Vol. 630, pages 25, et seq., Official Public Records of Trinity County, Texas.

1.18 "Side Lot Line" of any Lot shall mean any boundary line of a Lot except the Front Line or the Rear Lot Line.

1.19 "Subdivision" shall mean the Trinity Plantation Subdivision and The Plantation Subdivision, Trinity County, Texas, as shown on the respective Plats, including Sections 1, 2, 3, 4 and 5 (and sometimes referred to as Sections A, B, C, D, and E) and as identified in these 2010 Restated, Amended, and Consolidated Restrictions.

1.20 "2009 Supplemental Restrictions" shall mean the Supplemental Declaration of Reservations, Restrictions, and Covenants filed for record at Vol. 838, pages 844, et seq., Official Real Property Records of Trinity County, Texas.

1.21 ~~(Definition of "Unimproved Lot" deleted);~~ 2010 Restrictions shall mean the "2010 Restated, Amended and Consolidated Reservations, Restrictions and Covenants for Sections 1, 2, 3, 4 and 5 of the Trinity Plantation Subdivision, Trinity County, Texas" ("2010 Restrictions") filed August 24, 2010 at Vol. 0862, pages 0567, et seq., Official Public Records of Trinity County, Texas.

1.22 "The Plantation" shall mean all of the subdivision known as The Plantation, including all lots, reserves and common areas, as shown on the Plats, and including Sections 1, 2, 3, 4 and 5.

1.23 "Special Assessment" shall mean shall mean the special assessment charge assessed by the Association, for each Lot in the Subdivision for the purpose established by the Association, pursuant to the procedures set forth by Article VIII of these 2011 Restrictions.

1.24 "2011 Restrictions" refers to these 2011 Restated and Amended Reservations, Restrictions and Covenants for Sections 1, 2, 3, 4, and 5 of the Trinity Plantation Subdivision, Trinity County, Texas.

## ARTICLE II

General

2.01 Applicability. 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. 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.

2.02 Duration. The terms and conditions of these Restrictions shall be binding upon all persons or entities claiming by, through or under the Developer until October 1, 2012 at which time these Restrictions shall be automatically extended for successive periods of ten (10) years each, unless prior to October 1, 2012, or any successive ten (10) year period, the Owners of Three-fourths (3/4) a majority the Lots in the Subdivision shall have executed and recorded an instrument terminating these Restrictions, in which event these Restrictions shall terminate upon the recordation of such instrument in the Official Real Property Records of Trinity County, Texas.

2.03 Dedication of Streets. The streets and roads, shown on the Plats have been dedicated to the use of the public; however, the Association may adopt rules and regulations restricting access to the Subdivision by use of security gates, keypad codes, and such types of security devices.

2.04 Granting of Utility Easements. The utility easements shown on the Plat or granted in these Restrictions are granted to the public utility companies or private utility companies now or hereafter serving the Subdivision to allow for the construction, repair, maintenance and operation of a system of electric light and power, gas, water, telephone, sanitary sewer, storm sewer and any other necessary or proper utility or service, subject to the right of the Developer and the Owner of each Lot affected by such utility easements to use such easement in a manner not inconsistent with the utility easement rights.

2.05 Title to Utilities. The title conveyed to any Lot or other property in the Subdivision shall not be deemed to include the title to the water, gas, electricity, telephone, storm sewer or sanitary sewer lines, poles, pipes, conduits or other appurtenances or facilities constructed by the Developer or utility companies upon, under, along, across or through such utility easements. The right to construct, maintain, repair and operate such systems, utilities, appurtenances and facilities is reserved to the respective utility and the Developer, and the right to sell or lease such system, utilities, appurtenances or other facilities to any municipality, governmental agency, public service

corporation, municipal utility district or other party is hereby reserved to the respective utility and the Developer.

2.06 ~~Relocation of Easements and Set-Back Lines.~~ The Developer, as permitted by applicable law, reserves the right to make such changes and modifications in the placement and usage of the utility easements as may be reasonably necessary or appropriate for the purpose of more efficiently serving the Subdivision, and any such change or modification shall be effective upon the recording of an appropriate instrument in the Office of the County Clerk of Trinity County, Texas: The Developer, as permitted by applicable law, shall have the power and authority to create, alter or amend building setback lines and utility easement lines for any Lot within the Subdivision, provided that such authority shall be exercised for the purpose of harmonizing the Subdivision and making it aesthetically attractive, as such matters may be determined in good faith by the Developer.

2.07 Maintenance of Easement Areas. When necessary or appropriate for the installation or maintenance of any utility system within a utility easement or of any drainage system within a utility easement, the Developer or utility company may, without liability to the Owner of the Lot affected by such utility easement, trim trees and shrubbery or roots thereof which overhang or encroach upon any such easement.

2.08 Usage of Easement Area. Any utility easement shown on the Plat may be used as a drainage easement for the construction of drainage facilities, but any such use as a drainage easement shall not unreasonably interfere with the use of such easement for utilities. Any drainage easement shown on the Plat may be used as a utility easement, but any such use as a utility easement shall not unreasonably interfere with the use of such easement for drainage purposes.

2.09 Right of Ingress and Egress. The Association or any utility company serving the Subdivision may, at any reasonable time, enter or cross any Lot in the Subdivision for the purpose of repairing, improving, maintaining or installing any new or existing drainage system or utility system.

2.10 Enforcement:

- (a) Subject to the provisions of the (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 directors nor officers of the Association, shall have any liability or responsibility at law nor in equity on account of the enforcement of, or on account of the failure to enforce, these restrictions. An exercise of discretionary authority by the Association concerning a restrictive covenant is presumed reasonable unless the court determines by a preponderance of the evidence that the exercise of discretionary authority was arbitrary, capricious, or discriminatory.
- (d) Notwithstanding any other provisions hereof, the Association shall not be liable 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) Each Owner shall be responsible for any damages incurred by such owner and any guests and family families alleged to have occurred within the Subdivision, including use of any of the Common Facilities of the Subdivision.

2.11 No Effect on Deeds of Trust. No violation of the provisions of these Restrictions shall affect the lien or priority of any deed of trust now or hereafter placed of record against any Lot in the Subdivision, or otherwise affect the rights of the holder of any such lien or beneficiary of any such deed of trust, and any lien or Deed of Trust so held may be enforced in accordance with the terms, subject to the provisions of these Restrictions.

### ARTICLE III Reserves

3.01 No Ownership Interest in Reserves. No conveyance of any Lot in the Subdivision shall be deemed or construed to include title to or any right or interest in the Reserves.

3.02 Use of Reserves, Clubhouse and Marina. The Developer Association reserves the right to use the Reserves and any improvements thereon for any legal purpose deemed necessary or desirable in connection with the development, maintenance and operation of the Subdivision, including the use of any Reserve or the improvements thereon for recreational, drainage or utility purposes. With the prior approval of the Developer, the Association, and/or Owners of Lots within the Subdivision may use the Reserves and improvements located thereon according to the policies, regulations and fee schedules as may be established by the Developer Association from time to time. The Clubhouse and Marina are not part of the Subdivision, and their use by the Association and/or Owners of Lots in the Subdivision is prohibited without the prior written approval of the Developer

Association and any such permitted use by such Owners shall be in accordance with the policies, regulations and fee schedules as may be established by the Developer Association from time to time. The decision of the Developer Association with respect to any use which may be made or permitted from time to time with respect to the Reserves, or any improvements thereon, or the Clubhouse or Marina, shall be final.

**ARTICLE IV**  
Additional Property Subject to Restrictions

~~The Developer shall have the right, but not the obligation, to bring within the scheme of these Restrictions additional properties now or hereafter owned by the Developer (including, without limitation, subsequent sections of the Subdivision and all or portions of other subdivisions being or to be developed by Developer or affiliated or subsidiary entities). Any such additions shall be made by filing of record in the Official Real Property Records of Trinity County, Texas, a Supplemental Declaration with respect to the additional property which shall extend the covenants, conditions and restrictions of these Restrictions to such property. Any such Supplemental Declaration shall impose an annual maintenance charge on the property covered thereby, on a uniform basis per lot, substantially equivalent to the Maintenance Charge imposed by these Restrictions, and may contain such complementary additions and modifications of the covenants and restrictions contained herein as may be applicable to the additional lands.~~

(Reserved for expansion)

**ARTICLE V**  
Subdivision Restrictions

5.01 Residential Lots Only: All Lots in the Subdivision are residential Lots, and only residential dwellings and appurtenant structures shall be erected thereon; provided, however, that the Association shall have the right to designate one or more lots owned by the Association to be exempt from this residential use restriction for the limited purpose of providing an office and registered address in the Subdivision for the Association.

5.02 Architectural Control. No house, carport, garage, storage room, driveway, or other improvement or appurtenant structure of any kind shall be erected or placed upon any Lot in the Subdivision, or changes made in the design of any such existing structures, or any addition made thereto or exterior alteration made thereupon, until the prior written approval thereof has been granted by the Association after review of the plans and specifications therefor and a plot plan showing the proposed location and specifications therefor and a plot plan showing the proposed location of such improvements. Approval shall be granted or withheld based upon compliance with the provisions of these Restrictions, quality of materials, harmony of external design with existing and proposed structures and location with respect to topography and finished grade elevation. Each application made to the the Association for approval of such improvements shall be accompanied by two sets of plans and specifications for all proposed construction to be done on such Lot, including a plot plan showing the location on the Lot and dimensions of all driveways, curb, cuts,

proposed improvements and all other matters relevant to architectural approval. Each application for approval shall be made to the Association at the Association's address at P. O. Box 1660, Trinity, Texas 75862, or to such other address as the Association shall specify from time to time by recordation of notice thereof in the Official Real Property Records of Trinity County, Texas. All houses shall provide a pleasing and attractive appearance, and the Association shall have the right to reject any house requested to be installed upon any Lot, in the exercise of the Association's reasonable discretion in accordance with the standards set forth in these Restrictions

5.03 House Standards.

Sections 1 and 2: The following restriction applies only to waterfront Lots 1-15, Block 1 and Lots 1-15, Block 2 of Trinity Plantation: No house in excess of one (1) story shall be allowed on any waterfront Lot (Lots 1-15, Block 1; Lots 1-15, Block 2), and only single story houses with a maximum height of sixteen (16) feet as measured from finished grade to the highest part of the house or garage roof (excluding chimney height) shall be allowed on waterfront Lots. One and one-half (1 ½) and two (2) story houses (but no house of any greater height) shall be allowed on all non-waterfront (interior) Lots, subject to the provisions of subparagraph 5.02 hereof; provided, however, that no new house in excess of one (1) story shall be allowed which, in the sole opinion of the Association unreasonably restricts or blocks the water view of any then existing one and one-half (1 ½) or two (2) story house. The living area of the Site Built House (exclusive of porches, whether open or screened, garages or other parking facility, terraces and driveways) shall be not less than one thousand hundred (1,000) square feet.

Sections 3, 4, and 5: All Manufactured Houses shall be new, shall be permanently anchored to the Lot on a concrete foundation, and they shall be multi-section houses with minimum widths of twenty-four (24) feet; shall have wood, hardboard or horizontal aluminum lap siding for the exterior; shall have gable roof with shingles with twelve (12) inch eaves and with roof pitch of at least 2/12 (rise and run of 2 in 12); and shall have brick, wood, hardboard or horizontal aluminum lap-skirting or brick foundation walls. No Manufactured House shall be permitted which has any window-mounted air conditioning unit. The living area of the Manufactured House (exclusive of porches, whether open or screened, garages or other car parking facility, terraces and driveways) shall be not less than one thousand (1,000) square feet. All Site Built Houses shall be constructed on a concrete foundation and shall have a, minimum, width of twenty-four (24) feet; shall have brick, wood, hardboard, or horizontal aluminum lap siding for the exterior; shall have gable roof with shingles with at least twelve (12") inch eave and with a roof of pitch of at least 2/12 (rise and run of 2 in 12). No Site House shall be permitted which has any window-mounted air conditioning unit. The living area of the Site Built House (exclusive of porches, whether open or screened, garages or other parking facility, terraces and driveways shall be not less than one thousand (1,000) square feet.

5.04 Building Standards.

Sections 1 and 2: No Site Built House shall be permitted on any Lot in the Subdivision unless (a) the architectural plans of the house shall have first been approved in writing by the Association; (b) the house is promptly connected to water, sanitary sewer or septic tank, and electric utility service either furnished by the Association or by a utility company or municipality approved by the Association; and (c) a driveway and a culvert meeting the requirements of these Restrictions

shall be constructed upon the Lot concurrently with the construction of the House on the Lot.

Sections 3, 4, and 5: No Manufactured House shall be permitted on any Lot in the Subdivision unless (a) the manufacturer, size, design and model of the house shall have first been approved in writing by the Developer Association; (b) the house is promptly connected to water, sanitary sewer or septic tank, and electric utility service either furnished by the Developer or by a utility company or municipality approved by the Developer Association; (c) any wheels of the Manufactured House are removed and the Manufactured House is placed upon a permanent concrete foundation approved by the Developer Association; (d) the concrete foundation shall be at the minimum height possible with respect to the undercarriage, and exposed surfaces shall be brick, wood, hardboard or horizontal aluminum lap siding so as to conform to the general plan of the subdivision; and (e) a driveway and a culvert meeting the requirements of this Supplemental Declaration these Restrictions shall be constructed upon the Lot concurrently with the installation of the Manufactured House on the Lot. No Site Built House shall be permitted on any Lot in the Subdivision unless (a) upon completion the house is promptly connected to water, sanitary sewer or septic tank, and electric utility service either furnished by Developer or by a utility company or municipally approved by the Developer Association, and (b) a driveway and a culvert meeting the requirements of these Restrictions shall be constructed upon the Lot concurrently with the construction of the Site Built House.

5.05 Completion of Installation. All Manufactured Houses shall be completely installed upon permanent concrete foundations in accordance with plans approved by the Developer Association within thirty (30) days from the date of commencement of installation. Any building appurtenant to a Manufactured House and which has also been approved by the Developer Association shall be completely installed, interior and exterior, within ninety (90) days from the date of the commencement of installation. All Site Built Houses shall be completely constructed in accordance with the plans approved by the Developer Association within two hundred seventy (270) days from the date of commencement of construction.

5.06 Completion of Additions. Any additions to any Manufactured House, Site Built Houses after the construction of such Manufactured House or the construction of such Site Built on the Lot shall be approved by the Developer Association prior to commencing installation of such additions, and if the Association shall approve such additions, they shall be completed within ninety (90) days from the date of commencement of installation.

5.07 Standards of Manufacture.

Sections 1 and 2: [Deleted in its entirety by Second Amendment filed at Vol. 748, pages 879 et seq].

Sections 3, 4, and 5: All Manufactured Houses in the Subdivision shall meet the then current Manufactured Housing Standards as set forth in or promulgated by (a) the National Manufactured Housing Construction and Safety Standards Act of 1974 and the United States Department of Housing and Urban Development, (b) the Texas Manufactured Housing Standards Act of 1979, as amended, Texas Civil Statutes, Article 5221f, and (c) the Texas Department of labor

and Standards, Manufactured Housing Division, Department Rules Pertaining to Manufactured Housing, including, but not limited to, tie-down standards and blocking standards.

5.08 Effect of Nonconformance. In the event any Manufactured House, Site Built House or other improvements upon any Lot are not installed in accordance with the plans, specifications and plot plan provided by the Owner to the Association, or in the event that such Manufactured House, Site Built or other improvements are installed in accordance with such plans, specifications and plot plan but nonetheless fail to comply with the provisions of these Restrictions, then any such Manufactured House, Site Built House or other improvements shall be deemed not to have been constructed in accordance with the provisions hereof, and the enforcement provisions of these restrictions shall be applicable with respect to the Owner of the affected Lot and with respect to all unapproved improvements.

5.09 Building Set Back Lines. No Manufactured House, Site Built House or appurtenant structure on any Lot shall be located nearer to the Front Lot line than (a) the Front Set Back Line, or (b) thirty-five (35) feet, whichever distance is greater. No Manufactured House, Site Built House or appurtenance structure on any Lot shall be located nearer to the Side Lot Line than (a) the Side Set Back Line, or (b) seven (7) feet, whichever distance is greater. No Manufactured House, Site Built House or appurtenant structure shall be located nearer to the Rear Lot Line than (a) the boundary of any drainage or utility easement affecting the Lots, or (b) thirty (30) feet, whichever distance is greater. For the purposes of this paragraph, eaves, steps and unroofed terraces shall not be considered a part of a Manufactured House, Site Built House or appurtenant structure. If necessary or desirable for the purpose of making the Subdivision aesthetically attractive, the Association shall have the power and authority to alter or amend the building set back lines established by these Restrictions.

5.10 No Construction on Easements. No Manufactured House or Site Built House shall be installed or constructed upon any utility easement unless the prior written approval thereof is given by the Association and the appropriate utility company.

5.11 Anchor and Guy Easement.

Sections 1 and 2: [Deleted in its entirety by Second Amendment filed at Vol. 748, pages 879 et seq].

Sections 3, 4, and 5: There is hereby reserved and declared, in addition to any such easement shown on the Plats, a five (5) foot wide anchor and guy easement extending twenty (20) feet beyond any utility easement or right-of-way for the placement of guys and anchors to support overhead utility lines.

5.12 Consolidated Lots. The Owner of one or more adjoining Lots may consolidate such Lots into one building site, in which event the common interior boundary line of the two Lots shall be disregarded for the purpose of determining Side Lot Lines. Adjoining Lots may not be consolidated into a composite building site where the installation of a house or other approved building would encroach upon an easement area that contains utility facilities or is designated to

contain utility facilities, unless such easement shall have been abandoned by all utilities or other agencies entitled to the use thereof and by Trinity County, Texas. Any such composite building site must be of not less than twenty thousand (20,000) square feet in area. Any modification of a Lot, whether as to size or configuration, shall be made only with the prior written approval of the Association. In no event shall any Lot be subdivided into a smaller Lot or Lots.

5.13 Commercial Activities Prohibited. All Lots in the Subdivision shall be used only for residential purposes, and no Lot shall be used for any commercial, business or professional purpose (except house sales and lot sales and time sharing sales by the Developer) or for church purposes. Selling, soliciting, peddling or commercial enterprises within the Subdivision (except house sales and lot sales by the Developer) are prohibited, and no business may be conducted within the Subdivision by any resident, and no home may be used for any purpose other than as a residence, except as otherwise permitted by these Restrictions. The term "residential purposes" as used herein shall be held and construed to exclude hospitals, clinics, duplex houses, apartment houses, boarding houses, hotels and other or any commercial or business purposes large or small as all such uses of said property are hereby expressly prohibited. No building shall be erected, altered, placed or permitted to remain on any residential tract or lot other than on detached single-family dwelling and private garage. No property shall be rented or leased without a written agreement. Any rental or lease of property must be for a period of time of at least NINETY (90) days. 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 Restrictions.

5.14 No Temporary Structures. No structure of a temporary character, including any trailer, camper, vehicle, tent, shack, garage, barn or other outbuilding or appurtenance, shall be used on any Lot at any time as a residence, either temporary or permanent, except that a field office and one or more model homes may be established by the Developer that the Association may establish one or more offices for use by the Association on any lot owned by the Association: in such event the restriction on single-family use is waived so long as such lot and buildings situated thereon are used for Association approved purposes.

5.15 No Animals. No animals, livestock or poultry of any kind shall be raised, bred or kept in the Subdivision, except that no more than two (2) domestic pets such as dogs, cats or other common household pets may be kept, provided they are not kept, bred or maintained for commercial purposes and provided they do not constitute a nuisance and do not, in the reasonable judgment of the Association constitute a danger to any other Owners of Lots, their families or guests. In no event shall any exotic, large, poisonous or dangerous animals be permitted in the Subdivision. Further, no horses or livestock shall be permitted in the Subdivision.

5.16 Walls. No wall, fence, planter or hedge in excess of two (2) feet in height shall be erected between the Front Lot Line and the Front Set Back Line, nor on any corner Lot between the Side Lot Line and the Side Set Back Line adjacent to the street. No wall, fence, planter or hedge shall be erected along the Rear Lot Line or Side Lot Line of any Lot without the prior written approval of the Association.

5.17 Clothes Drying. The drying of clothes, including bathing suits and towels, in public view is prohibited, provided that one clothes line of the umbrella type shall be permitted in the rear yard of a Lot if such line is not visible from the street or other public place.

5.18 Lot Maintenance. All Lots shall be kept at all times in a neat, sanitary, healthful and attractive condition, and the Owner or occupant of each Lot shall keep all grass and all of their landscaping well maintained and shall in no event use any Lot for storage of material or equipment except for normal and customary residential requirements or requirements incidental to construction or installation of improvements thereon as permitted by these Restrictions. No Owner of a Lot shall permit the accumulation of garbage, trash or rubbish of any kind on the Lot, and no Owner shall burn any garbage, trash, rubbish, shrubs or trees on any Lot. All yard equipment or storage piles shall be kept screened as to hide them from view of neighboring Lots, streets or other property. No Owner shall allow exterior building surfaces, roofs, gutters, downspouts or any other exterior improvements to exist or continue to exist in a state of disrepair such that a private or public nuisance exists on the Lot or such that the appearance of the Lot or its improvements detract from the general appearance of the Subdivision.

5.19 Failure to Maintain Lot. In the event of the failure of an Owner or occupant of any Lot to observe the maintenance requirements of these Restrictions, and such failure continues ten (10) days with respect to any deficiency concerning a Lot (exclusive of improvement) or thirty (30) days with respect to any deficiency concerning constructed or installed improvements upon any Lot after written notice thereof has been delivered to the Owner at the last known address listed in the Association's records, then the Association may, without liability to the Owner or occupant in trespass or otherwise, enter upon (or authorize one or more of the Association's agents or representatives to enter upon) the Lot, and cause such grass to be cut and landscaping to be maintained, and remove or cause to be removed such garbage, trash and rubbish and paint, repair, or replace or cause to be painted, repaired, or replaced, roofs; gutters, downspouts, exterior building surfaces, or do any other thing necessary to secure compliance with these Restrictions; so as to place the Lot and the exterior of the Site Built Home or Manufactured House in a neat, attractive, healthful and sanitary condition. The Association shall be entitled to charge the Owner or occupant of such Lot for the reasonable cost of such work and associated materials. The Owner or occupant, as the case may be, shall pay such charge immediately upon receipt of the invoice for same, and the payment of such charge shall be secured by a lien on the affected Lot. Any such lien shall be enforceable in accordance with the provisions of applicable Texas law as provided by these Restrictions.

5.20 No Advertising. No sign, advertisement, billboard or advertising structure of any kind, other than a customary "for sale" sign applicable only to a Lot with a house upon it, which sign has been approved by the Association as to design and color, may be erected or maintained on any Lot. The location of any sign shall be on the front center of the Lot, and no more than one sign shall be placed on any Lot. This paragraph shall not be deemed to prohibit the Developer from placing "for sale" signs upon any Lots or any other portion of the Subdivision. The Association shall have the right to remove and dispose of any prohibited sign, advertisement, billboard or advertising structure which is placed on any Lot, and in so doing shall not be subject to any liability for trespass

in connection therewith or arising from such removal or other claim by reason of the disposition thereof. Signs shall not be displayed to the public view. 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. A property owners shall be entitled to display "contractor" or "sub-contractor" signs, but any such signs shall be removed within thirty (30) days of completion of the work. Nothing herein is intended to prevent a property owners from posting a "No Trespassing" sign.

5.21 Excavation Prohibited. The excavation or removal of dirt from any Lot is prohibited except as necessary in conjunction with landscaping or construction on such Lot which is performed in accordance with these Restrictions. No trees shall be cut or removed except to provide for construction of improvements approved by the Association in accordance with these Restrictions or to remove dead trees.

5.22 (Restriction for No Aerials deleted in its entirety)

5.23 No Hunting or Shooting. No Lot or other portion of the Subdivision shall be used or permitted for hunting or for the discharge of any pistol, rifle, shotgun or any other firearm, or any bow and arrow or any other device capable of killing or injuring humans or animals.

5.24 No Nuisances. No noxious or offensive activity of any sort shall be permitted on any Lot, nor shall anything be done on any Lot which may be or become an annoyance or nuisance to the other Owners of Lots in the Subdivision. The illegal or excessive use of drugs, alcohol or profane language is prohibited, and any act or occurrence which constitutes a public or private nuisance is prohibited.

5.25 No Obstruction of Drainage. No obstruction of any kind shall be permitted in any drainage ditch within the Subdivision, and no culvert shall be installed or permitted in any drainage ditch unless the size and grade thereof shall have the prior written approval of the Association.

5.26 Sewage. No outside toilets are permitted, and the installation of any device for the disposal of sewage which would result in raw or untreated or unsanitary sewage being drained into Lake Livingston is prohibited. No septic tank or other means of sewage disposal shall be installed without the prior written approval of the Association, Trinity River Authority and any appropriate governmental authorities having jurisdiction with respect thereto. Each Owner covenants and agrees that if a central sewer system is installed or constructed by the Association, a municipal utility district or a third party to serve the Subdivision, each Owner shall be required to hook-up to said central sewer system when the system is operational, regardless of whether or not the Owner has an individual septic tank system operating on the Lot at the time the central sewer system is made operational. Each Owner acknowledges and agrees that if such a central sewer system is constructed or installed, a sewer connection fee may be required to be paid by each Owner to the Association, municipal utility district or third party, as applicable, before any home or other approved building located on any Lot shall be connected to the sewer line; provided that, any Owner whose home is already connected to a septic tank system shall not be required to pay the central sewer connection



fee; provided further, that the foregoing waiver of the central sewer connection fee shall not affect the requirement to pay any other fees or taxes that may be or become payable by the Owner of a Lot in connection with the installation of a central sewer system. This Section 5.26 shall not be construed to place any obligation whatsoever on Developer, the Association, or any other entity to construct or install a central sewer system. Further, nothing in these Restrictions shall be construed to impress any obligation on the Association to provide utilities to any Owner or Lot.

5.27 No Water Wells. No privately owned water well or system shall be permitted upon any Lot or Reserve in the Subdivision, provided that all federal, state and local requirements and laws regulating water wells, including the obtaining of any licenses and permits, are complied with by the property owner. Written evidence of such compliance shall be provided to the Board of Directors prior to the start of any drilling operations. The pumping of water from Lake Livingston is prohibited except by written permit granted by the Trinity River Authority and any other applicable authority.

5.28 Oil and Gas Drilling. No oil drilling, oil development operations, oil refining or mining operations of any kind shall be permitted upon the surface of any Lot, and no wells, oil or gas tanks, tunnels, mineral excavations or shafts shall be permitted upon the surface of any Lot. No derrick or other structure designed for use in boring for oil or natural gas shall be erected, maintained or permitted upon the surface of any Lot. ~~The Developer and other parties have heretofore retained the mineral rights to the Subdivision, and the Developer, its successors and assigns, shall at all times have the right to use and enjoy all such reserved right, provided that the surface of no Lot in the Subdivision shall be used in connection with the extraction of such minerals.~~

5.29 Appurtenant Structures and Driveways. Only such outbuildings which are appurtenant to single family houses and are approved by the Association in writing prior to commencement of construction or installation of same shall be erected upon a Lot. Driveways shall be constructed entirely of concrete.

5.30 Garbage and Refuse Disposal. Garbage shall be bagged and placed in garbage cans, and all garbage cans shall be stored at the rear of each Lot. There shall be no burning of trash, leaves or other material or debris within the Subdivision. Trash cuttings, leaves, trimmings and other debris shall be placed in containers adequate for garbage pickup. Cuttings such as limbs shall be cut into three (3) foot sections and tied for pick-up.

5.31 Boat Storage. Except for loading and unloading, all boats and trailers shall be parked behind the front line of the house on the Lot. In the event such Lot is a corner Lot (which bounds two streets), any boats or trailers shall be parked no closer than fifteen (15) feet to the Side Lot Line. No boat or trailer shall be parked on an undeveloped Lot or any Lot other than the respective Owner's Lot, unless the prior written permission of the Association is obtained. In the event that off-Lot storage is made available for boats and trailers then ~~either Developer and/or~~ the Association shall be permitted to require that boats and trailers be stored in such off-Lot storage areas.

5.32 Restrictions Applicable to Certain Lots. Lots 1-15, Block 1 and Lots 1-15, Block 2

of Trinity Plantation subdivision are subject to an easement in favor of the Trinity River Authority recorded in Volume 181, Page 86, Deed Records of Trinity County, Texas. In addition to all other restrictions contained herein, the following restrictions of this paragraph shall also apply to such lots. Plans for any building or improvements on these affected lots shall be approved by the Association and by Trinity River Authority, and the appropriate permit shall be obtained from the Trinity River Authority. No building or improvements shall be erected or permitted on any such Lot unless such plans and specifications have been approved by the Trinity River Authority.

5.33 Subdivision Rules and Regulations. 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 Trinity 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.

5.34 Variances. The Association shall have the authority in its discretion, to permit variances from the effect of restrictive covenants contained in this Article V. The Association shall have the right to require the submission to it of such documents and items (including, as examples but without limitation, written request for and description of the variances requested, plans, specifications, plot plans and samples of materials) as it shall deem appropriate, in connection with its consideration of a request for a variance. If the Association shall approve such request for a variance, the Association may evidence such approval, and grant its permission for such variance, only by written instrument, addressed to the Owner of the Lot(s) relative to which such variance has been requested describing the applicable restrictive covenant(s) and the particular variance requested, expressing the decision of the Association to permit the variance, describing (when applicable) the conditions on which the variance has been approved (including, as examples but without limitation, the type of alternate materials to be permitted and the alternate fence height approved or specifying the location), and signed by an authorized representative of the Association (or by the Association's designated representative if one has been designated). Any request for a variance shall be deemed to have been disapproved for the purposes hereof in the event of either (a) written notice of disapproval from the Association, or (b) failure by the Association to respond to the request for variance.

#### ARTICLE VI The Association

6.01 Organization: The Trinity Plantation Homeowner's Association was organized by the filing of Articles of Incorporation with the Texas Secretary of State on April 12, 1982, as a non-profit corporation under the laws of the State of Texas, and the Property Owners Association is a property owners association as defined by the Texas Property Code. Each member will abide by the rules of the Association and the covenants and restrictions set forth in this document. The Association shall have the right, but not the sole responsibility, and authority to uphold these restrictions and covenants, and provide for the maintenance and upkeep for the common areas of the subdivision. 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.

6.02 Purpose. 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 Articles of Incorporation consistent with the provisions of these Restrictions.

6.03 Directors. 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.

6.04 Members. ~~The Developer shall be a Member of the Association so long as the Developer owns any Lot in the Subdivision.~~ 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 appurtenant 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.

6.05 Voting Rights. 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 June 1 of each year prior to the annual meeting of the Association.

6.06 Use of the Common Facilities. ~~The Developer, the Association, and every Owner shall have an easement to use and enjoy the Common Facilities during such hours and times and for such reasonable purposes as permitted by these Restrictions and the rules and regulations hereafter issued; and such easement shall be appurtenant to and shall pass with the title to each Lot in the Subdivision. The rights and easements of enjoyment created hereby shall be subject to (a) the right of the Developer Association, to make, publish and enforce rules and regulations pursuant to Section 5.33 of these Restrictions; and (b) the right of the Developer to use the Common Facilities for purposes of promoting, marketing and sales of homes and Lots, which right shall terminate upon the sale of all Lots owned by the Developer in the Subdivision; and (c) the right of Developer Association to use the Common Facilities for any purpose not inconsistent with the express rights granted by these Restrictions and any Supplemental Declarations to Owners of the Lots. Upon transfer of the Common Facilities to the Association, all rights of the Developer provided by this Section 6.06 shall be transferred to and assigned to the Association.~~

6.07 Title to Common Facilities and Transfer of the Maintenance Fund. ~~The Developer shall have the right but not the obligation to retain legal title to the Common Facilities now owned by Developer, and to exercise all rights and privileges of ownership relating to the Common~~

Facilities which are not otherwise inconsistent with these Restrictions and any Supplemental Declarations, until such time as all Lots in the Subdivision have been sold by the Developer. Any sale or transfer of ownership by Developer shall be subject to the rights of the Owners and the Association as set forth in these Restrictions.

**ARTICLE VII**  
Maintenance Fund

7.01 Payment of Maintenance Charge.

- (a) Each Lot is hereby made subject to the Maintenance Charge which shall be a lien upon each Lot and which shall be the personal obligation of the Owner of each Lot. Such sum shall be due and payable on the 1<sup>st</sup> day of each month, and payable to the Association. 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 TEN AND NO/100 dollars (\$10.00) per month. Said assessments shall be in the form of a covenant to run with the ownership of the said lots.
- (b) 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.
- (c) 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.
- (d) 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. Current maintenance fee is \$10.00 per lot per month.

7.02 Use of Maintenance Fund. The Maintenance Charge collected by the Association shall be paid into the Maintenance Fund to be held and used for the benefit of the Subdivision including, but not limited to the following purposes: (a) street lighting and street maintenance for the streets of the Subdivision, for Jamestown Road and for the street (Tara Drive) leading from FM 3453 to the Subdivision; (b) for maintenance and improvement of the Common Facilities and for the payment of real and personal ad valorem taxes thereof whether or not such Common Facilities are located in the Subdivision (upon transfer of the Common Facilities to the Association from the Developer); (c) maintenance of the entrance features for the Subdivision, (d) the enforcement of the provisions of these Restrictions; (e) generally for doing any other thing, necessary or desirable in the reasonable judgment of the Association, to maintain or improve the Subdivision and the quality of life of the residents in the Subdivision. The use of the Fund for any of the foregoing

purposes shall be permissible, and the decision of the Association with respect thereto shall be final, so long as made in good faith.

7.03 Maintenance Charge for Improved Lots deleted and all lot treated the same - see Section 7.01)

7.04 Maintenance Charge for Unimproved Lots deleted and all lots treated the same - see Section ;7.01)

7.05 Special Assessments. Prior to January 1, 1986, no special assessments shall be levied. From and after January 1, 1986, special assessments shall be levied by the Board of Directors in the event that Maintenance Charges are insufficient to pay the cost of necessary reconstruction and repair or replacement of capital improvements comprising the Common Facilities, including without limitation, those of an emergency nature with respect to the streets in the Subdivision. Special assessments for Improved Lots shall be levied in an amount not to exceed the pro rata share (giving effect to special assessments for Unimproved Lots as provided hereinafter) of the actual expenses of such reconstruction and repair or replacement. Any special assessment for an Unimproved Lot shall be levied in an amount not to exceed fifty percent (50%) of the special assessment for an Improved Lot. All special assessments shall have the assent of a majority of the votes of Members who are voting in person or by proxy, at a meeting called for this purpose, written notice of which shall be sent to all Members not less than thirty (30) nor more than fifty (50) days in advance of the meeting setting forth the purpose of the meeting.

Each Lot is hereby made subject to a special assessment which shall be secured by a lien upon each Lot and which shall be the personal obligation of the Owner of each Lot. Such sum shall be due and payable on the 1<sup>st</sup> day of each month, and payable to the Association. The amount of the special assessment 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 special assessment 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 TEN AND NO/100 dollars (\$10.00) per lot per month. Said assessments shall be in the form of a covenant to run with the ownership of the said lots. The amount of the special assessment shall be TEN AND NO/100 dollars (\$10.00) per lot per month, except that if a person owns more than one lot that are connected to each other and are the homestead, then such property would be charge a total of TWENTY AND NO/100 dollars (\$20.00) for such lots. These Special Assessment funds shall be kept in a separate account from the maintenance fund and will be used only for road repairs and re-surfacing. Roads in Sections 1 and 2 (A and B) will be re-surfaced and roads in sections 3, 4, and 5 (C, D, and E) will be maintained in drive-able condition.

7.06 Lien for Unpaid Maintenance Charge ~~and/or Special Assessment~~. Any Maintenance Charge ~~and/or Special Assessment~~ not paid within fifteen (15) days of the due date of such

Maintenance Charge and/or Special Assessment shall bear interest from the due date at the maximum rate permitted by the laws of the State of Texas. In order to secure the payment of the Maintenance Charge and/or Special Assessment imposed by these Restrictions, and in the event of nonpayment of any such Maintenance Charge and/or Special Assessment, plus interest, by the Owner of any Lot, the Association shall be entitled to file a lien against such Lot which shall be the amount of the unpaid Maintenance Charge and/or Special Assessment, plus interest, then due and payable, plus the expenses, including but not limited to legal costs and filing fees, incurred in preparing and filing the lien and in releasing the lien upon payment, together with any and all further Maintenance Charges and/or Special Assessment, plus interest, which thereafter become due and payable but are not paid. Each Owner, by accepting a deed or ownership interest to a Lot subject to this Declaration, will be deemed conclusively to have granted a power of sale to the Developer Association to secure and enforce the lien granted hereunder. The Association shall have any and all rights and remedies the Association may have by law and under this Declaration, including the rights of the Association to institute suit against such Owner personally obligated to pay the Maintenance Charge and/or Special Assessment 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 and/or Special Assessment 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 and/or Special Assessment that were due payable before the foreclosure sale will be extinguished, provided that past-due Maintenance Charges and/or Special Assessment and 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 and/or Special Assessment 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 and/or Special Assessment 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 and/or Special Assessment 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.

7.07 ~~Priority of Lien~~ Priority of Lien. The lien upon any Lot for any unpaid Maintenance Charge ~~and/or Special Assessment~~ shall be deemed subordinate to the bona fide lien or deed of trust of any institutional lender which hereafter lends money which is secured by such Lot, provided that all Maintenance Charges ~~and/or Special Assessment~~ for such Lot which are due and payable prior to the date of filing of the lien or deed of trust by the institutional Lender have been paid in full. Upon acquisition of title to any Lot by an institutional lender, whether by foreclosure or deed in lieu of foreclosure, such institutional lender shall thereafter be responsible for the payment of future Maintenance Charges ~~and/or Special Assessment~~ with respect to such Lot.

#### ARTICLE VIII

##### Transfer of Functions of the Developer

The Developer shall be entitled at any time and from time to time to transfer and assign to the Association any or all of the duties and obligations of the Developer under these Restrictions and any Supplemental Declarations, provided that (a) Developer shall have no duty to effectuate such transfer and assignment until the sale by the Developer & all Lots in the Subdivision; (b) Developer reserves the right to file Supplemental Declarations to expand the Subdivision; (c) Developer reserves the sole right to review and approve all architectural and construction plans and specifications with respect to improvements in the Subdivision so long as Developer owns any Lot in the Subdivision; and (d) any such transfer or assignment shall not impair the rights of the Developer with respect to its use and ownership of the Reserves. Any such transfer and assignment, and the assumption of such duties and obligations by the assignee, shall thereby release the Developer from further duty or liability with respect thereto as of the date of such assignment and assumption, and all such duties and obligations shall be vested in the assignee thereof. Any such transfer and assignment shall be evidenced by an appropriate instrument filed of record in the Official Real Property Records of Trinity County, Texas. However, any such transfer shall not impose any duty on the Association to provide any utility services, including but not limited to water, electrical and/or sewer.

NOTE: DELETED IN ITS ENTIRETY - ARTICLE VIII RESERVED FOR FUTURE RESTRICTION AMENDMENTS

#### ARTICLE IX

##### Nepotism

9.01 Degrees of Relationship. This Article applies to relationship within the third degree by consanguinity or within the second degree by affinity.

9.02 Method of Computing Degree of Relationship. The degree of a relationship is computed by the civil law method.

9.03 Determination of Consanguinity.

- (a) Two individuals are related to each other by consanguinity if:
  - (1) one is a descendant of the other, or
  - (2) they share a common ancestor.
- (b) An adopted child is considered to be a child of the adoptive parent for this purpose.

9.04 Computation of Degree of Consanguinity.

- (a) The degree of relationship by consanguinity between an individual and the individual's descendant is determined by the number of generations that separate them. A parent and child are related in the first degree, a grandparent and grandchild in the second degree, a great-grandparent and great-grandchild in the third degree and so on.
- (b) If an individual and the individual's relative are related by consanguinity, but neither is descendant from the other, the degree of relationship is determined by adding:
  - (a) the number of generations between the individual and the nearest common ancestor of the individual and the individual's relative; and
  - (b) the number of generations between the relative and the nearest common ancestor.
- (c) An individual's relatives within the third degree by consanguinity are the individual's:
  - (1) parent or child (relatives in the first degree);
  - (2) brother, sister, grandparent, or grandchild (relatives in the second degree); and
  - (3) great-grandparent, great-grandchild, aunt who is a sister of a parent of the individual, uncle who is a brother of a parent of the individual, nephew who is a child of a brother or sister of the individual, or niece who is a child of a brother or sister of the individual (relatives in the third degree).

9.05 Determination of Affinity.

- (a) Two individuals are related to each other by affinity if:
  - (1) they are married to each other, or
  - (2) the spouse of one of the individuals is related by consanguinity to the other individual.
- (b) The ending of a marriage by divorce or the death of a spouse ends relationships by affinity created by that marriage unless a child of that marriage is living, in which case the marriage is considered to continue as long as a child of that marriage lives.

9.06 Computation of Degree of Affinity.

- (a) A husband and wife are related to each other in the first degree by affinity.



For other relationships by affinity, the degree of relationship is the same as the degree of the underlying relationship by consanguinity. For example: if two individuals are related to each other in the second degree by consanguinity, the spouse of one of the individuals is related to the other individual in the second degree by affinity.

- (b) An individual's relatives within the third degree by affinity are:
- (1) anyone related by consanguinity to the individual's spouse in one of the ways named in Section 9.04 (c); and
  - (2) the spouse of anyone related to the individual by consanguinity in one of the ways named in Section 9.04 (c).

9.07 Prohibition Applicable to Directors. No two Directors may be related within the third degree of consanguinity or within the second degree by affinity.

ARTICLE IX  
Miscellaneous

9.01 Paragraph Captions. The captions of The paragraphs in these Restrictions are for informational purposes only and do not add to or subtract from the meaning of any such paragraph.

9.02 Successors and Assigns. The provisions hereof shall be binding upon and inure to the benefit of the Owners, the Association, the Developer and their respective heirs, executors, administrators, successors and assigns.

9.03 Partial Invalidity. In the event that any portion of these Restrictions shall become or be held invalid for any reason whatsoever, such partial invalidity shall not affect or impair any other provision hereof which was not thereby held invalid, and such other provisions shall remain in full force and effect in accordance with their terms.

9.04 No Liability. In no event shall neither the Developer nor the Association incur any liability by reason of the good faith exercise of its duties and obligations under the Restrictions. Neither the Developer nor The Association shall not be liable for any loss or damage done to any shrubbery, trees, flowers, improvements, fences, walls, houses or other buildings or any type of contents thereof on any Lot caused by changes in the water level of Lake Livingston or any other body of water adjoining the Subdivision.

9.05 Amendments. These Restrictions may be amended at any time by the Association upon the assent of a majority of the votes of Members who are voting in person or by proxy, at a meeting duly called for such purposes, written notice of which shall be sent to all Members not less than thirty (30) days nor more than fifty (50) days in advance of the meeting setting forth the purpose of the meeting, provided that in no event shall any of the duties, rights or obligations of the Developer be modified or amended without the prior written consent of Developer so long as Section 10.06 is in effect. No person shall be charged with notice of or inquiry with respect to any

amendment until and unless it has been filed for record in the Official Real Property Records of Trinity County, Texas.

~~9.06—Amendments by Developer. The Developer shall have and reserves the right at any time and from time to time, without the joinder or consent of any other party to amend these Restrictions by an instrument in writing duly signed, acknowledged, and filed for record for the purpose of correcting any typographical or grammatical error, ambiguity or inconsistency appearing herein, provided that any such amendment shall be consistent with and in furtherance of the general plan and scheme of development as evidenced by these Restrictions and shall not impair or affect the vested property or other rights of any Owner or his mortgage. This Section 9.06 shall terminate on December 31, 2010.~~

THESE 2010 RESTATED, AMENDED AND CONSOLIDATED RESERVATIONS, RESTRICTIONS AND COVENANTS were adopted by the Trinity Plantation Homeowner's Association at a duly called meeting of the members on July \_\_, 2011 at which notice of the proposed restated and amended restrictions were given and the 2011 RESTATED AND RESERVATIONS, RESTRICTIONS AND COVENANTS received a majority vote of the members present in person or by proxy at which a quorum was obtained and were agreed to by TRINITY COUNTY LAND DEVELOPMENT, L.P., as evidenced by the signature below..

WITNESS our signatures on this 15<sup>th</sup> day of July, 2011.

TRINITY PLANTATION HOMEOWNER'S ASSOCIATION

By: Kenny Rucker  
KENNY RUCKER, President

ATTEST:  
[Signature]  
Secretary

THE STATE OF TEXAS \*

COUNTY OF TRINITY \*

ACKNOWLEDGED before me by KENNY RUCKER, President of the Trinity Plantation Homeowner's Association, in his capacity as the President and as the act and deed of the Trinity Plantation Homeowner's Association on this 30<sup>th</sup> day of August, 2011.



Debra Nell Lee  
Notary Public, State of Texas

Prepared in the law offices of:

Travis E. Kitchens, Jr.  
Lawyer  
P. O. Box 1629  
Onalaska, Texas 77360  
(936) 646-6970

After filing return to:

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

THE STATE OF TEXAS  
COUNTY OF TRINITY

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

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



FILED  
at 1:00 o'clock P M

AUG 30 2011

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