

SPORTSMAN'S RETREAT DEED RESTRICTIONS  
ALL SECTIONS

THE STATE OF TEXAS        X  
COUNTY OF POLK            X

KNOW ALL MEN BY THESE PRESENTS:

WHEREAS, LAKE LIVINGSTON PROPERTIES, INC., a Texas Corporation is the owner and developer of all that certain real property comprising SPORTSMAN'S RETREAT, SECTIONS ONE, TWO, THREE, FOUR, FIVE AND SIX, and herein sometimes referred to as "Subdivision", according to the map and plat thereof of record in Vol. 4, p. 24, Plat Records of Polk County, Texas, to which map and plat and its record thereof reference is hereby made for full and particular description of said real property; and

WHEREAS, LAKE LIVINGSTON PROPERTIES, INC., herein sometimes called "Developer", in its desire to keep the development of said real property for the mutual benefit and pleasure of the property owners in said Subdivision, and for the protection of said property values thereon, desires to place on and against said property certain protective and restrictive covenants regarding the use thereof.

NOW, THEREFORE, LAKE LIVINGSTON PROPERTIES, INC., a Texas Corporation, does hereby make and file the following declarations regarding the use and/or improvements on the lots located in SPORTSMAN'S RETREAT, SECTIONS ONE, TWO, THREE, FOUR, FIVE AND SIX, owned by the undersigned as follows:

**A.** 1. No building shall be erected, placed or altered on any lot, property or area in this Subdivision until the building plans, specifications and plot plans showing the location and size of such building have been approved, in writing, as to conformity and harmony of external and structural design and quality, and in conformity with the reservations, protective covenants, limitations, conditions and restrictions as hereinafter set out, and a building permit has been issued by an Architectural Control Committee, designated by LAKE LIVINGSTON PROPERTIES, INC., its successors or assigns. And no mobile home or house trailer shall be moved upon, placed, erected or altered on any lot, property or area in this subdivision until a plot plan, and an application for a building permit is submitted to the said Architectural Control Committee and a permit has been issued by said committee. Upon the issuance of this permit, a mobile home will be referred to as a residence and must meet the hereinafter stipulated restrictions required for a residence.

**B.** In the event said Committee or its designated representative fails to approve or disapprove such design and location within thirty (30) days after said plans and specifications have been submitted to it, and if no suit to enjoin the erection of such building or the making of such alterations has been commenced prior to the completion thereof, such approval will not be required and this covenant will be deemed to be fully complied with. Notice of disapproval shall be by delivery in person or by registered letter, submitting said plans and specifications addressed to his last known address, and which said notice will set forth in detail the elements disapproved and the reasons therefor. Such notice need not, however, contain any suggestions as to the methods of curing the matter and things disapproved. The judgment of the committee or its designated representative shall in all things be final.

**C.** All lots in SPORTSMAN'S RETREAT, SECTIONS ONE, TWO, THREE, FOUR, FIVE AND SIX, shall be known and designated as "residential lots" and shall be used for single family residential purposes only. However, in the case of acreage tracts that are large enough to be subdivided into smaller lots for resale by investors, each subdivision plat must be approved by LAKE LIVINGSTON PROPERTIES, INC. or approved and recorded in the Commissioners Court of Polk County, Texas, and surveyed by a registered surveyor on the ground. LAKE LIVINGSTON PROPERTIES, INC. encourages such subdividing and will cooperate with said investor. Roads built on said tracts must be of equal quality to those provided by LAKE LIVINGSTON PROPERTIES, INC. The

purchasers of all these said subdivided lots must adhere to all of these herein described restrictions and must pay the hereinafter described maintenance fund assessments.

D. No building, mobile home or other structure shall be located nearer to the street than the building setback lines as set forth herein. The building setback lines on all residential lots shall be at least twenty (20) ft. back from the street in all cases. No building shall be located nearer than five (5) ft. 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, roof overhangs or any other abutting structures to the principal residence. Variations from these requirements as to building location may be granted by LAKE LIVINGSTON PROPERTIES, INC., upon the recommendation of the Architectural Control Committee and upon such variations being ratified by all abutting property owners.

E. No shack, ready-made mobile building, barn or other out-building or structure shall be moved on this subdivision, nor shall any garage or other out-building be used as a temporary or permanent residence in this subdivision, except tents, camping trailers and travel trailers on a temporary basis only.

F. The floor area of all residences, including mobile homes, exclusive of open porches and garages, shall be not less than 400 sq. ft. 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. All materials used in any construction must be new materials only. Any house trailer must be no more than five (5) years old and in excellent condition at the time it is moved upon any lot. Mobile homes must be immediately set upon blocks so that the weight is off the tires, and must have suitable and attractive covering or fence erected hiding the wheel assembly for the purpose of exhibiting an air of permanence and beauty.

G. Wherever a residence is established on any lot it shall be provided with an inside toilet and shall be connected immediately with a septic tank or approved sewage system at the expense of the owner of said lot. Such sewage disposal system shall be in accordance with the requirements of the State Health Dept. and the Trinity River Authority and shall be subject to the inspection and approval of the health officer of San Jacinto County, Texas. The drainage of septic tanks into a road, street, alley or other public ditch or Lake Livingston, either directly or indirectly, is strictly prohibited.

A. 2. Lots are to be purchased subject to easements to be established at any time by grant or agreement between LAKE LIVINGSTON PROPERTIES, INC., its successors or assigns, and the utility companies furnishing electricity, telephones, water, gas or sewage and all utilities shall have the right, without fear of damages, when it has permission from LAKE LIVINGSTON PROPERTIES, INC., its successors or assigns, to enter upon said lots and cut any trees or do what work it deems necessary to install and maintain said utilities. 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.

B. Culverts must be used for driveways and walks and the drainage structures under private driveways shall have a net drainage opening of sufficient size to permit free flow of water without back water, and the size must be approved by the Developer or its assigns.

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

D. 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 equipment except for normal residential construction requirements or permit the accumulation of garbage, trash or rubbish of any kind thereon. In the event of default on the part of the owner or occupant of any lot in this subdivision in observing any of the above requirements, Developer, its successors or assigns, may, without liability to the owner or occupant, in trespass or otherwise, enter upon said lot, cut or cause to be cut such weeds and grass and remove or cause to be removed such garbage, trash, rubbish etc. so as to place said lot in a neat, attractive, healthful and sanitary condition, and may bill either the owner or occupant of such for the cost of such work. The owner or occupant, as the case may be, agrees by the purchase or occupation of any lot in this subdivision to pay such invoice immediately upon receipt thereof.

**E.** No sign, advertisement, billboard, or advertising structure of any kind may be erected or maintained on any residential lot without the consent, in writing, of the restrictions committee. Developer or members of the committee shall have the right to remove any such sign, advertisement, or billboard or structure which is placed on any residential lot without such consent, and in so doing shall not be liable and is expressly released from any liability or trespass or other sort in connection therewith or arising from such removal.

**F.** On all residential lots, no boats, boat trailers, or boat rigging shall ever be parked or placed (except temporarily) nearer to the street than the twenty foot building setback lines. The parking of automotive vehicles on road shoulders for a period of longer than twenty-four hours is prohibited.

**A.** 3. Each lot sold shall be subject to a monthly maintenance fund assessment of \$2.00 per month, due and payable annually each July 1st of each year. Said fund is to be collected and dispersed by the officers of LAKE LIVINGSTON PROPERTIES, INC. until 80% of all lots in said subdivision and all SPORTSMAN'S RETREAT Subdivisions are sold, including this and all subsequent sections. Then LAKE LIVINGSTON PROPERTIES, INC. may contact all lot owners by letter at their last known address in the records of LAKE LIVINGSTON PROPERTIES, INC., calling a meeting to elect new officers of the SPORTSMAN'S RETREAT COMMUNITY IMPROVEMENT ASSOCIATION, whereupon all records and monies on hand from the maintenance fund will be turned over to these duly elected officers along with a list of all property owners. These officers will also act as the Architectural Control Committee and shall be charged with collecting and dispersing the said maintenance fund and carrying out the duties of the Holiday Shores Community Improvement Association. Said fund shall be used for the purpose of building, maintaining and operating the parks, boat launching facilities, docks, swimming pools and recreation centers, and disposing of garbage and rubbish, or doing any other things necessary or desirable to keep the property in neat, clean, and in good order in the opinion of the developer, LAKE LIVINGSTON PROPERTIES, INC., its successors or assigns, or Sportsman's Retreat Community Improvement Association. Failure to pay this fund assessment when due creates a valid lien upon said lot in favor of LAKE LIVINGSTON PROPERTIES, INC., its successors or assigns.

**B.** There is hereby created the Sportsman's Retreat Community Improvement Association, which shall be composed of all of the said property owners in Sportsman's Retreat Subdivisions and each prospective lot purchaser must be a member in good standing before legally acquiring land in said subdivisions. Said association may incorporate under the Texas Non-Profit Corporation Act to carry out the duties, obligations and purposes herein given and set out in these restrictions and covenants. Pending incorporation, the association shall be governed by a Board of Directors made up of three property owners, chosen by the property owners of these subdivisions annually. The property owner shall have one vote in the selection of the Board of Directors for each lot owned in the subdivisions. All members of the association and their families and guests shall have free ingress and egress to the lake through the park areas, and have full use of all the waterfront improvements, park and recreational facilities in the parks at their own risk. Guests of commercial properties, such as hotels and motels, shall enjoy the same privileges but shall be billed at special rates for their maintenance fees by LAKE LIVINGSTON PROPERTIES,

INC., its successors or assigns, determined by the size of the said business and the degree of their participation in the use of the said facilities.

After LAKE LIVINGSTON PROPERTIES, INC., the developer, shall have sold 80% of the lots in all the herein described subdivisions, any or all of the covenants therein may be annulled, amended or modified at any time by vote of two-thirds of the Board of Directors of the Sportsman's Retreat Community Improvement Association, upon the recommendation of the Architectural Control Committee and ratified by a majority of the lot owners in the section in which such amendment is proposed. All such lot owners shall be given thirty days notice, in writing, of any proposed amendment before the same is adopted. The person or persons requesting the amendment shall bear all the expense of such amendment. No amendment shall place an additional burden or restriction on lots in said subdivision where the owner of such lot or lots does not join in such amendment.

All covenants and restrictions are for the benefit of the entire subdivision and shall be binding upon the purchaser or their successors, heirs or assigns. Violation of any of these restrictions or covenants by one lot owner shall not necessarily void or affect the responsibility of any other lot owner to abide by these restrictions. Invalidation of any one of the covenants or restrictions by a judgment of any court shall in no way affect any of the other provisions which shall remain in full force and effect. These covenants are to run with the land and shall be binding on all parties and all persons claiming under them for a period of twenty five years from the date these covenants are recorded with the County Clerk of Polk County, Texas, after which time said covenant shall be extended automatically for successive five-year periods unless aforementioned steps are taken to terminate them.

Enforcement shall be by proceedings at law or in equity against any person or persons violating or attempting to violating or attempting to violate any covenant either to restrain such violation or proposed violation or to recover damages. Such enforcement may be by the owner of any lot in said subdivision.

IN WITNESS WHEREOF, LAKE LIVINGSTON PROPERTIES, INC., has caused these presents to be executed by its president thereunto duly authorized on this 15<sup>th</sup> day of April, 1971.

LAKE LIVINGSTON PROPERTIES, INC.

BY: Earl Dungan  
Earl Dungan, President

CORPORATION ACKNOWLEDGMENT

THE STATE OF TEXAS    X  
COUNTY OF HARRIS    X

BEFORE ME, THE UNDERSIGNED AUTHORITY, on this day personally appeared EARL DUNGAN, President of LAKE LIVINGSTON PROPERTIES, INC., a Corporation, known to me to be the person whose name is subscribed to the foregoing Instrument; and acknowledged to me that he executed the same as the act and deed of said Corporation and for the purposes and consideration therein expressed and in the capacity therein stated.

GIVEN UNDER MY OFFICIAL HAND AND SEAL OF OFFICE THIS 15<sup>th</sup> DAY OF April, 1971.



Debra M. Miller  
NOTARY PUBLIC, in and for Harris County, Texas

Debra M. Miller  
Notary Public in and for Harris County, Texas  
My Commission Expires June 1, 1972.