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**2007 RESTATED AND AMENDED RESTRICTIONS IN
PINECREST ESTATES, AREA A, B, AND C, PINECREST
HIDEAWAY, AREA D, SUBDIVISION IN TRINITY COUNTY, TEXAS**

THE STATE OF TEXAS *
*
COUNTY OF TRINITY *

KNOW ALL MEN BY THESE PRESENTS:

WHEREAS, F. L. D. DEVELOPMENT CORPORATION, a Texas Corporation (hereinafter called "Developer"), is the record developer of a subdivision known and designated as "PINECREST ESTATES, AREA A, B, AND C, AND PINECREST-HIDEAWAY, AREA D (hereinafter called "Pinecrest"), in Trinity County, Texas, as shown in the map or plat of said subdivision, recorded in the Plat Records of Trinity County, Texas, at Volume 2, Pages 41, 51, 61, and 128, reference to which is hereby made for all purposes; and

WHEREAS, said Developer, at Volume 202, Page 736, et seq, Deed Records of Trinity County, Texas, has previously impressed all of the property in said AREA A with reservations, restrictions, covenants, and conditions (hereinafter called "Restrictions"), applicable to said subdivision's AREA A, reference to which is hereby made for all purposes; and

WHEREAS, said Developer, at Volume 208, Page 281, et seq, Deed Records of Trinity County, Texas, has previously impressed all of the property in said AREA B with reservations, restrictions, covenants, and conditions (hereinafter called "Restrictions"), applicable to said subdivision's AREA B, reference to which is hereby made for all purposes; and

WHEREAS, said Developer, at Volume 211, Page 570, et seq, Deed Records of Trinity County, Texas, has previously impressed all of the property in said AREA C with reservations, restrictions, covenants, and conditions (hereinafter called "Restrictions"), applicable to said subdivision's AREA C, reference to which is hereby made for all purposes; and

WHEREAS, said Developer, at Volume 214, Page 366, et seq, Deed Records of Trinity County, Texas, has previously impressed all of the property in said AREA D with reservations, restrictions, covenants, and conditions (hereinafter called "Restrictions"), applicable to said subdivision's AREA D, reference to which is hereby made for all purposes; and

WHEREAS, GIBRALTAR SAVINGS ASSOCIATION, a Texas Corporation (hereinafter called "Gibraltar"), became the successor of Developer as per the Substitute Trustees Deed dated January 6, 1976 and recorded in Volume 235, page 409, of the Deed Records of Trinity County, Texas; and

WHEREAS, Gibraltar established a uniform plan of assessing the lots within Pinecrest to maintain the development of the subdivision; and pursuant to said Substitute Trustee's Deed filed covenants, conditions, and restrictions of record, dated May 18, 1977 and recorded at Volume 246, Page 479, Deed Records of Trinity County, Texas; and

WHEREAS, Gibraltar has assigned its interest in the regulation of Pinecrest and the amendment and enforcement of the restrictions and maintenance funds for Pinecrest, to Pinecrest Property Owners' Association (herein called "Association"), as shown by the Assignment and Assumption Agreement filed of record with the County Clerk of Trinity County, Texas, and recorded at Volume 358, Page 45, et seq; and

WHEREAS, the Board of Directors of Pinecrest Property Owners Association filed a proposed "Amendment to Restrictions in Pinecrest Estates, Area A, B, and C, Pinecrest-Hideaway, Area D, Subdivisions in Trinity County, Texas," at Volume 361, Page 251, which proposed Amendment to Deed Restrictions was approved as evidenced by those certain Acknowledgments of Restrictions filed in the County Clerk's Records of Trinity County, Texas, as follows: Volume 389,

Page 806, et seq, Volume 386, Page 395, et seq, Volume 382, Page 409, et seq, Volume 404, Page 40, et seq, Volume 412, Page 852, et seq, Volume 413, Page 1, et seq, Volume 413, Page 16, et seq, Volume 413, Page 30, et seq, Volume 467, Page 648, et seq, Volume 467, Page 653, et seq, Volume 467, Page 659, et seq, and Volume 467, Page 665, et seq, Official Records, Trinity County, Texas; and

WHEREAS, the Amendment to Restrictions filed at Volume 361, page 251, et seq., Official Records of Trinity County provided under Deed Restriction No. 24 that the deed restrictions could be amended by the filing of an instrument signed by the Board of Directors of the Association, reflecting adoption of an amendment at a regular or special meeting of the members at which such proposed amendment received a majority vote of the members of the Association, represented in person or by proxy, at which annual meeting notice of such proposed amendment was given, and at which annual meeting a quorum of members, represented in person or by proxy; and

WHEREAS, on June 2, 1997 the Board of Directors executed an "Amendment to Restrictions in Pinecrest Estates, Area A, B, and C, Pinecrest Hideaway, Area D," amending Deed Restriction No. 17, which Amendment was filed of record at Volume 596, page 702, et seq., Official Records of Trinity County, Texas; and

WHEREAS, on December 23, 2002, the Board of Directors executed an "Amendment to Restrictions for Pinecrest Estates, Areas A, B, and C, and Pinecrest Hideaway, Area D and Amendment to Restrictions for Pinecrest Point", amending Deed Restriction Nos. 1 and 17 in Pinecrest Estates and Deed Restriction No. 5 in Pinecrest Point, which Amendment was filed of record at Volume 697, page 388, Official Records of Trinity County, Texas; and

WHEREAS, at an annual meeting of the members of the Pinecrest Property Owners on March 8, 2003, after notice was given to the members of proposed amendment to the restrictions, the members voted to amend the restrictions, which amendments were filed at Vol. 734, page 647, et seq., Official Records, Trinity County, Texas; and

WHEREAS, at an annual meeting of the members of the Pinecrest Property Owners on March 13, 2007, after notice was given to the members of proposed amendment to the restrictions, the members voted to amend the restrictions, which amendments were filed at Vol. 734, page 640, et seq., Official Records, Trinity County, Texas.

WHEREAS, at an annual meeting of the members of the Pinecrest Property Owners on March 10, 2007, after notice was given to the members of proposed restatement and amendment to the restrictions, the members voted to amend the restrictions.

NOW, THEREFORE, the Board of Directors of Pinecrest Property Owners Association hereby restates and amends the restrictions identified and set forth above, by the amendments to the below referenced Deed Restrictions, said amendment receiving a majority vote of the members of the Association, represented in persons or by proxy, at the annual meeting of the members held on March 10, 2007, at which annual meeting notice of such proposed amendment was given, and at which annual meeting a quorum of members, represented in person or by proxy, was obtained.

1. None of the lots into which the above described is subdivided shall be used for anything other than for the purposes of one private, single family residence and appropriate uses accessory thereto, EXCEPT in AREA C Lots 78 through 89 in Section 1; Lots 2, 3, and 4, in Section 20; and all Lots in Section 19 and 23 upon which Developer has reserved the right to allow townhouses and multifamily dwellings to be erected. No building shall be erected on any one lot except one private, single family dwelling and garage appurtenant thereto, and no such garage may be erected except simultaneously with or subsequent to erection of dwelling house; and the

further EXCEPTION that the following provision will apply only to AREA A, Sections 1, 2, 3 and 4, and Area D:

All of the lots into which the above described land is subdivided shall be used for the purpose of one private single family residence and appropriate uses accessory thereto or new or late model mobile homes (not older than five (5) years) with a minimum length of 60' and a minimum width of 14'* , that have the written approval of the building committee controlling this area, except those lots listed below under designation (a). All mobile homes are required to be skirted within 90 days of their being placed on the lot and any utility building must be a type that will not detract from the physical appearance of the property. No garage may be erected except simultaneously with or subsequent to erection of the residence. The Association reserves the right to designate any or all of the lots listed below as commercial or residential at their discretion and reserves the right to waive any restrictions that, in the Association's opinion, is not applicable. Block 5, Lots 5 and 6, Block 6, Lots 1, 2, 3, and 4; Block 7, Lots 1, 2, and 3; Block 7, Lots 37 and 38. No mobile home more than 5 years old shall be allowed to be moved onto Pinecrest Estates Property after 1 March 2003.¹

In, and only in, Sections 1, 2, 3 and 4, of Area A, new and late model mobile homes (not older than five (5) years) that have the approval in writing of the Board of Directors of the Association may be used, so long as they meet all other restrictions. No additions to mobile homes may be constructed unless the written approval of the Board of Directors of the Association is first obtained.

* Exception to 14' requirement: Mobile Homes already located in Pinecrest Estates prior to 1 March 2003.

Further, the term "residential purposes" as used herein shall be held and construed to exclude hospitals, clinics, nursing homes, duplex houses, apartment houses, boarding houses, hotels and all other commercial uses as all such uses of said property are hereby expressly prohibited. Rental or lease of the lot and the residence thereon for any period of time less than 180 days shall be prohibited. Any rental or lease shall provide, in writing, that the renter or lessee has received a copy of the Deed Restrictions and agrees to be bound by same and comply with all Deed Restrictions. Rental or lease of the lot and residence shall not relieve the property owner from compliance with

¹Deed Restriction 1 as last amended on March 8, 2003, Volume 734, Page 647, et seq.

these Deed Restrictions.²

2. No lot shall be subdivided without approval of the Board of Directors of the Association. This covenant, however, does not preclude a purchaser of two or more adjacent lots from building a single residence on such lots. The smallest individually subdivided lot, parcel or tract of land shall not be less than one-half ($\frac{1}{2}$) the size of the original purchased lot, and no lot, parcel or tract so subdivided shall be used except for on single family residence.
3. No building or structure of any sort shall be built within twenty (20) feet of the front line of any lot nor within five (5) feet of the side lines of the said lot provided such set back may be waived by the Board of Directors of the Association as to individual lots where deemed by the Board of Directors of the Association appropriate because of the terrain of or trees on such lot. With the only exceptions of Sections 1, 2, 3, and 4 of Area A, no structure shall be erected or placed on any lot unless built of solid, permanent materials with pleasing exterior. No structure shall have tar paper, rolled brick siding or similar materials on the outside walls. Outside materials for pitched roofs shall be asphalt shingles or their equivalent. All structures must comply with government laws and regulations and if any restrictions or condition herein do not comply therewith it shall not be construed as a waiver by the Board of Directors of the Association of compliance with such laws and regulations. No tent or outbuilding shall ever be erected or maintained on any lot and no garage or basement shall at any time be used as a temporary or permanent residence. Any structure constructed on any lot shall be completed within six months from date of commencement of construction thereof.³
4. There shall not be erected or permitted to remain on any lot a dwelling having a floor area (when measured to exterior walls and exclusive of attached garage, open porches, patios or other similar appendages) of less than a minimum of 1200 square feet.⁴
5. Notwithstanding anything to the contrary contained herein, the Association, its successors and assigns, reserves for itself and its designated agent or agents the right to use any lot or lots for a temporary office location and the right to place a sign or signs on any unsold lot or lots, together with the further right to dedicate and/or use such lots in

²Deed Restriction No. 1, last paragraph was added on March 10, 2007 by this document.

³Deed Restriction No. 4 was amended on March 10, 2007 by this document.

⁴ Deed Restriction No. 4 was last amended on March 8, 2003, Volume 734, Page 647, et seq.

said Subdivision as they may deem necessary or desirable for the use or benefit of property owners and Association members.

6. No private or outside toilet facilities shall be constructed or maintained on any lot. All waterfront homes in Area B will be required to have a Cromoglass Aerobic Wastewater Treatment System or a sewage system that is equal to it or better. In all other homes in Areas A, B, C, and D, the sewage disposal systems shall be of a type approved or recommended by the State and local departments of health, and shall be maintained by the lot owner at all times in a proper, sanitary condition and in accordance with applicable State and County sanitary laws. All plumbing and drains must be connected with watertight septic tanks of approved construction. No septic tank or line shall be placed within 75 feet of the water edge. No sewage disposal system may be constructed or maintained on any lot unless a permit therefor is first obtained from the Texas Water Quality Board, whose agent for such purposes is the Trinity River Authority of Texas.
7. No building shall be erected, placed or altered on any lot in this subdivision until the plans, specifications and plot plans showing the location of such building has been approved in writing as to conformity and harmony of external design with the existing structures in the subdivision, and as to location with respect to topography and finished ground elevation by the Board of Directors of the association or by a representative designated by a majority of the members of the said Board. If no suit to enjoin the erections of such building or a making of such alterations has been commenced prior to the completion thereof such approval will not be required and this covenant shall be deemed to have been complied with. Neither the member of such Board nor its designated representatives shall be entitled to any compensation for services performed pursuant to this covenant.
8. No noxious or offensive activity shall be carried on upon any lot, nor shall anything be done thereon which may be or may become annoyance or a nuisance to the neighborhood.
9. No animals, livestock or poultry of any kind shall be raised, bred or kept on any lot, except that dogs and cats may be kept, provided they are not kept, bred or maintained for any commercial purposes, but only for the use and pleasure of the owners of such lot.

The ownership of pets in the Pinecrest Subdivision shall be limited to two (2) dogs and/or two (2) cats per household. In addition, these pets must be kept in the house, behind fenced-in property, or be penned. If outside these enclosures, the pets must be on a leash. All pets must be vaccinated and have

a rabies tag on their collar. Trinity County Animal Control will be called to pick up loose dogs and cats.⁵

10. Drainage structures under private driveways and walks shall have a net opening of sufficient size to permit the free flow of water without back water and shall be not less than a 12 inch diameter culvert. Culverts installed after 1 March 2003 shall be a minimum of 15 inch diameter. Property owners installing culverts shall obtain a "Culvert Installation Permit" from the Board of Directors.⁶
11. The owners and/or occupants of a lot or lots, 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, used appliances, trash or rubbish of any kind thereon. In the event of default on the part of owner or occupant of any lot in this subdivision in observing the requirements of this paragraph, or any of them, the Board of Directors of the Association may, without liability to the owner or occupant, in trespass or otherwise, enter upon said lot, cut or cause to be cut, such weeds and grass, and remove or cause to be removed, such garbage, used appliances, trash, rubbish, etc., so as to place said lot in a neat, attractive, healthful and sanitary condition, and may bill either the owner or occupant of such lot for the cost of such work. The owner or occupant, as the case may be, agrees by the purchase or occupation of any lot, to pay such statement immediately upon receipt thereof.⁷ A contractual lien is hereby impressed upon all property within Pinecrest Subdivision to secure payment of any charges incurred by the Association under this paragraph 11. The Association shall be entitled to foreclose said lien by judicial foreclosure by seeking an appropriate order from the District Court of Trinity County, Texas, authorizing such lien foreclosure.
12. Owners or occupants of a lot or lots will not be allowed to keep disabled "junk" automobiles on the property. The Board of Directors of the Association may, without liability to the owner in tort in connection thereof or arising from the removal of the automobile, have the automobile removed at the owner's expense, and may bill either the owner or occupant of such lot

⁵ Deed Restriction No. 9 was amended on March 13, 2004, Volume 734, Page 640, et seq.

⁶ Deed Restriction No. 10 was amended on March 13, 2004 at Volume 734, Page 640, et seq.

⁷ Deed Restriction No. 11 was amended on March 13, 2004, at Volume 734, Page 640, et seq.

for the cost of removal of such automobiles. The owner or occupant, as the case may be, agrees by the purchase or occupation of any lot, to pay such statement immediately upon receipt thereof. A contractual lien is hereby impressed upon all property within Pinecrest Subdivision to secure payment of any charges incurred by the Association under this paragraph 12. The Association shall be entitled to foreclose said lien by judicial foreclosure by seeking an appropriate order from the District Court of Trinity County, Texas, authorizing such lien foreclosure. **Note:** If the automobile is undergoing restoration, signs of restoration must be evident within thirty (30) days after notification of the Board of Directors.

13. No sign, advertisement, billboard, or advertising structures of any kind may be erected or maintained in any residential lot without the consent in writing of the Board of Directors of the Association. The Board of Directors of the Association 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 relieved from any liability for trespass or other tort in connection therewith, or arising from such removal.
14. No boats, boat trailers, or boat rigging shall ever be parked or placed (except temporarily) nearer to the street than the twenty (20) feet building set-back lines. The parking of automotive vehicles on road shoulders for a period longer than twenty-four (24) hours is prohibited. The Board of Directors of the Association may, without liability to the owner in tort in connection thereof or arising from the removal of the automobile or boat, have the automobile or boat removed at the owner's expense.⁸
15. No hunting or shooting of firearms shall be allowed in any area in said subdivision.
- 15A. TWO-WHEELED MOTOR POWERED VEHICLES AND ALL-TERRAIN VEHICLES (ATV).
 - (A) Two-Wheel Motor Powered Vehicles:
 - (1) All two-wheel Motor Powered Vehicles must be ridden on Pinecrest Streets.
 - (2) No Loud Two-Wheel Vehicles are allowed to operate in Pinecrest.
 - (3) All vehicles must be muffled with a quiet muffler that will not disturb the peace of other residents.

⁸ Deed Restriction No. 13 was amended on March 13, 2004 at Volume 734, page 640, et seq.

- (4) Since all property in Pinecrest is privately owned, another individual may not ride Two-Wheel Vehicles on said property without approval of the property owner.
- (5) Children riding Two-Wheeled Vehicles must be instructed by their parents to obey the posted speed limits in Pinecrest.
- (6) Unlicensed Vehicles can only be operated in Pinecrest from 9 a.m. until 9 p.m. If the vehicle has no lights, sundown is the deadline.

(B) ALL-TERRAIN VEHICLES (ATV)

All All-Terrain Vehicles (ATV) (3 and 4 wheeled) are BANNED from operating in Pinecrest.⁹

- 16. If any lot owner, his or her heirs, successors or assigns shall violate any of the covenants or attempt to violate any of the covenants herein, it shall be lawful for the Association, its successors or assigns, to enter and abate such violations without liability to him, his heirs, administrators or assigns, and any other persons owning any real property situated in said Subdivision shall have the right to prosecute any proceeding at law or equity against the persons violating or attempting to violate such restrictions, and either to prevent him or them from so doing, or cause to be removed such violations or to recover damages for such violation.
- 17. The Association, for itself and its assigns, hereby reserves the right without further assent or permit from any Grantee, his, her, their, or its successor in title, to grant to any public utility company, municipality or water company, the right to erect any law or cause or permit to be erected, laid, maintained, removed or repaired in all roads, streets, avenues, or ways on which any lot abuts, or upon any part of said lot at the election of an electric light, telephone and telegraph poles and wires, water, sewer and gas pipes as conduits, catch basins, surface drains and such customary or usual appurtenances as may from time to time in the opinion of the Association or any public utility company or municipality be deemed necessary or useful in connection with the beneficial use of said roads, streets, avenues and ways, and only in and any lot when necessary to effectuate any of the foregoing purposes, and all claims for damages, if any, by the construction, maintenance and repair thereof, or on account of temporary or other inconvenience caused thereby against the Association or any public utility company or municipality or any of its agents or servants are hereby waived by the lot owner.

⁹ Deed Restriction No. 14A was amended March 8, 2004, at Volume 734, Page 640, et seq.

18. All owners of lots in said Pinecrest and The Point subdivision shall pay an annual maintenance fee as determined and set by the Association, which annual maintenance shall be a minimum of \$100.00 per year per lot. The amount of the maintenance fee shall be determined by a majority vote of the members, represented in person or by proxy, of the Association at the annual meeting of the Association, at which a quorum of the members, represented in person or by proxy, is obtained. Notice shall be given to all lot owners of said annual meeting and of the proposed annual maintenance fee to be determined for the next fiscal year. In the event 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 the same as the previous fiscal year. It is expressly provided that the Vendor's Liens retained by Developer and Gibraltar and assigned to the Association shall remain in full force and effect. Such maintenance fee shall be secured by said Vendor's Lien upon the particular lot, tract or parcel of land at the time the fee is due. Said maintenance fees shall be due on or before January 1 of each year, and shall be deemed delinquent if not paid by March 1st of the year in which such maintenance fees are due. Said assessments shall be in the form of a covenant to run with the ownership of the said lots.¹⁰
19. Any maintenance fee not paid when due shall give the Association the right to bring an action at law against the person or entity obligated to pay same, or the Association may foreclose the lien created hereby against the particular lot, tract or parcel. Interest at ten (10) percent per annum from date due, costs and reasonable attorney's fees incurred in such action shall be added to the amount due. Each such person or entity owning any lot, tract or parcel out of the said property, by acceptance of a deed thereto, hereby grants, to the Association, its successors and assigns, or its agents, the right and power to bring all such action against same personally for the collection of the maintenance fees due and unpaid, and to enforce the aforesaid lien by all methods available, including nonjudicial foreclosure pursuant to Section 51.002 and such persons and/or entities hereby expressly grant to the Association a power of sale in connection with such liens.
20. The vendor's lien securing payment of the maintenance fee provided for above shall be subordinated to the lien of any mortgage or mortgages granted or created by the person or entity owning same to secure the payment of funds advanced and used for the purpose of purchasing and/or improving such lot, tract or parcel. The sale or transfer of any such lot, tract or parcel pursuant to Mortgage foreclosure or any proceeding in lieu thereof, shall extinguish the lien securing such maintenance fee as to all past due payments. No such sale

¹⁰ Deed Restriction No. 17 was amended on March 8, 2003, at Volume 734, Page 647, et seq.

or transfer shall relieve such lot, tract or parcel from liability for maintenance fees thereafter becoming due or from the lien securing same.

21. All lots, tracts or parcels out of the said property owned by the Association shall be exempt from the lien and maintenance fees provided for hereby during the period the Association owns same. Said lien and fee shall attach to the particular lot, tract or parcel upon conveyance of same by the Association.
22. The Board of Director of the Associations shall have the right to enforce, by any proceeding at law or in equity, all restrictions, conditions, and reservations not or hereafter imposed by these restrictions, said lawsuit to be brought in the name if the Association, upon a vote by the majority of the Board of Directors of the Association at a duly called meeting of the Board at which a quorum of Directors is present, against any lot owner who is delinquent in payment of the maintenance fees, as delinquent is defined in these restrictions, and Bylaws of the Association. Any lot owner who has not paid the annual maintenance fees applicable to the lots he owns, once such maintenance fees are payable as provided by these restrictions and the Bylaws, shall be considered in default. Any lot owner who is delinquent in payment of any maintenance fees or other fees due on the record date of any meeting, as determined by the Bylaws of the Association, shall not be entitled to vote at any meeting of the members, whether annual or special, and shall not be entitled to hold any directorship or office of the Association.

Deed Restriction Number 22(c) is amended to read as follows, to-wit:

23. The maintenance fund shall, to the extent available, be applied to payment of maintenance expenses and/or construction costs incurred for any or all of the following purposes, as determined by the Board of said Association:
 - (a) lighting, constructing, improving, and maintaining streets, sidewalks, paths, parkways, esplanades, or swimming pools, if any;
 - (b) improvement of any area between curbs and sidewalks;
 - (c) the construction of club house facilities, ramps, boat landings, boat basins and other similar recreation facilities on areas so reserved by developer; and
 - (d) doing any other thing necessary or desirable in the opinion of the Board of said Association to keep the property neat and in good order or which is considered of general benefit to the owners or occupants

of Pinecrest Subdivision including any expenses incurred in enforcing any provisions of the restrictions, including any amendments thereto, on file in the County Clerk's office of Trinity County, Texas.

24. The Association reserves the right to enter upon any lot at any time to preserve the restrictions, conditions, covenants or agreements herein contained. Failure to enforce any restriction, condition, covenant or agreement herein contained shall in no event be deemed a waiver of a right to do so thereafter, as to the same breach or as to the one occurring prior to or subsequently thereto and invalidation of any one of these covenants or part thereof, by judgment or court order shall in no wise affect any of the other provisions or part thereof which shall remain in full force and effect, and any written approval by the Association of any act shall be subject to any Municipal, County, State or Federal rules, regulations or laws.
25. 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 (25) years from the date these covenants are recorded with the County Clerk of Trinity County, Texas, after which time said covenants shall be extended automatically for successive periods of ten (10) years, unless an instrument amending any of these restrictions is filed with the County Clerk of Trinity County, Texas. Any such instrument amending any of these restrictions shall be signed by the Board of Directors of the Association, represented in person or by attorney, at a special meeting, called for the specific purpose of amending the restrictions, or an annual meeting at which notice of such proposed amendment is given, at which either special or annual meeting a quorum of members, represented in person or by proxy, is obtained.
26. The waiver, invalidity, illegality, or unenforceability of any one or more of these restrictions, covenants, or conditions, by judgment, court order, action of the Board of Directors of the Association, or otherwise, shall in no wise constitute a waiver of or invalidate any other restrictions, covenant, or condition, but all such other restrictions, covenants and conditions shall continue to remain in full force and effect as if such waiver has never existed or such invalid, illegal, or unenforceable provision has never been contained herein. Any action to enforce any of these restrictions, including the collection of maintenance fees, shall be brought in a court of proper jurisdiction in Trinity County, Texas.
27. The violation of any restriction or covenant shall not operate to invalidate any mortgage, deed of trust, or other lien acquired and held in good faith against said property or any part thereof, but such liens may be enforced against any and all property covered thereby, subject nevertheless to the restrictions herein.

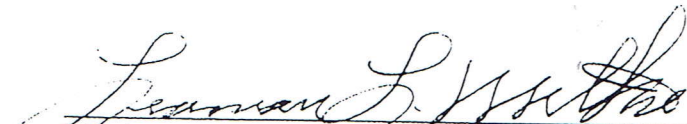
28. Every property owner in Pinecrest Point Subdivision, shall be a member of the "Pinecrest Property Owners' Association" (referred to herein as "the Association"), a Texas Non-Profit Corporation, the Association shall be a property owners association as defined by the Texas Property Code. The Board of Directors of the Association shall have the right, but not the sole obligation, to enforce, by any proceeding at law or in equity, all restrictions, conditions, and reservations now or hereafter imposed by these restrictions, and said lawsuit to be brought in the name of the Association, upon a vote by the majority of the Board of the Directors of the Association at the duly called meeting of the Board at which a quorum of Directors is present, against any lot owner who is in violation of the deed restrictions, including but not limited to such property owner being delinquent in payment of the maintenance fees. Any lot owner who has not paid the annual maintenance fees applicable to the lots he owns, once such maintenance fees are payable as provided by these restrictions as the Bylaws, shall be considered in default. Any lot owner delinquent in payment of any maintenance fees or other fees due on the record date of any meeting, as determined by the Bylaws of the Association, shall not be entitled to vote at any meeting of the members, whether annual or special, and shall not be entitled to hold any directorship of office of the Association.¹¹

These Restated and Amended Restrictions were approved by a majority vote of the members of the Association at the Annual Meeting of the Association on March 10, 2007, and executed by the President of Directors of Pinecrest Property Owners Association on June 25, 2007, retroactive to and effect as of March 10, 2007.



 HAROLD BRACKIN, President

ATTEST:



 LEAMAN WILKES, Secretary

¹¹Deed Restriction No. 28 added on March 10, 2007.

THE STATE OF TEXAS *

COUNTY OF TRINITY *

BEFORE ME, the undersigned authority, on this day personally appeared HAROLD BRACKIN, President, and LEAMAN WILKES, Secretary, of the Pinecrest Property Owners Association, known to me to be the persons whose names are subscribed to the foregoing instrument, and acknowledged to me that they executed the same for the purposes and considerations therein expressed, in the capacity therein stated and as the act and deed of said PINECREST PROPERTY OWNERS ASSOCIATION.

GIVEN UNDER MY HAND AND SEAL OF OFFICE on this 25th day of June, 2007.

Kathy L. Mitchell
NOTARY PUBLIC, STATE OF TEXAS



STATE OF TEXAS }
COUNTY OF TRINITY }

I, Diane McCrory Clerk of the County Court in and for said county, do hereby certify that this annexed and foregoing instrument of writing with its certificate of authentication, was filed and recorded for record in my office on June 29 day of 2007, at 2:00 o'clock P.M. In Official Record of said Court in Vol. 798 on page 8. Witness my hand and the seal of the County Court at office in Groveton, Texas, the day and the year last above written.



Diane McCrory
County Clerk Court, Trinity County, Texas
Diane McCrory
Deputy

FILED
at 2:00 o'clock P.M

JUN 29 2007

DIANE McCRORY
COUNTY CLERK, TRINITY CO., TEXAS
By *Burns Bailey* Deputy

AMENDMENT TO RESTRICTIONS IN PINECREST ESTATES,

AREA A, B, AND C, PINECREST HIDEAWAY, AREA D,

SUBDIVISION IN TRINITY COUNTY, TEXAS

WHEREAS, on March, 2016, the Board of Directors of Pinecrest Property Owners Association executed an Amendment to Restrictions in Pinecrest Estates and Pinecrest Hideaway Subdivision in Trinity County, Texas, amending Deed Restriction number Eighteen (18), which is on file at Volume 798, Page 018 in the records of Trinity County as follows:

Now, therefore, based upon the approval of owners representing not less than sixty-seven percent (67%) of the total votes entitled to be cast, Deed Restriction Number Eighteen (18) is amended as set forth below:

“18. All owners of lots in said Pinecrest and the Point subdivision shall pay an annual maintenance fee as determined by the Association, which annual maintenance fee shall be a minimum of \$125 per year, per lot.”

Except as amended herein, all provisions of the Restrictions, specifically including but not limited to the rest of Restriction Eighteen (18), shall remain in full force and effect.

IN WITNESS WHEREOF, the President of Pinecrest Property Owners Association, hereby executes this instrument to certify that owners representing not less than sixty-seven percent (67%) of the votes entitled to be cast have approved the Amendments set forth in this instrument in accordance with Section 209.0041(h) of the Code. The Amendments will be effective upon recording in the Official Public Records of Real Property of Trinity County, Texas.

DATED this 5th day of September, 2018

PINECREST PROPERTY OWNERS ASSOCIATION

By: Ronnie Smith

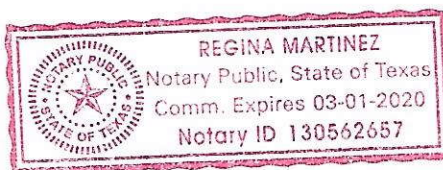
Ronnie Smith, President

THE STATE OF TEXAS §

COUNTY OF HARRIS §

BEFORE ME, the undersigned notary public, on this 5 day of September 2018 personally appeared Ronnie Smith, President of Pinecrest Property Owners Association, known to me to be the person whose name is subscribed to the foregoing instrument, and acknowledged to me that he executed the same for the purpose and in the capacity therein expressed.

Regina Martinez
Notary Public in and for the State of Texas



189436

AMENDMENT TO RESTRICTIONS IN PINECREST ESTATES AND PINECREST HIDEAWAY SUBDIVIONS IN TRINITY COUNTY, TEXAS

WHEREAS, certain deed restrictions are applicable to PINECREST ESTATES, AREA A<B< AND C, AND PINCREST HIDEAWAY, AREA D (Hereinafter called "Pinecrest", in Trinity County, Texas as shown in the map or plat of said subdivision, recorded in the Plat Records of Trinity County, Texas at Volume 2, Pages 41, 51, 61, and 138, reference is hereby made for all purposes; and

WHEREAS applicable restrictions are now impressed and in effect in said records at Volume 798, Pages 008, et seq.in the Official Records of Trinity County;

WHEREAS the Amendments to Restrictions filed at Volume 361, Page251, et seq., Official Records of Trinity County provided under Deed Restriction No. 24 that the deed restrictions could be amended by the filing of an instrument signed by the Board Of Directors of the Association, reflecting adoption of an amendment at a regular meeting of the members at which said amendment received a majority vote of the members of the Association represented in person or by proxy, at which annual meeting notice of such proposed amendment was given, and at which annual meeting a quorum of members was represented in person or by proxy;

WEHEREAS at an annual meeting of the members of Pinecrest Property Owners in Marcxh of 2020, after Notice was given to the members of proposed amendment to the restrictions, the members voted to amend the restriction as follows:

"RESTRICTION 15A, entitled TWO WHEELED MOTOR POWERED VEHICLES AND ALL TERRAIN VEHICLES (ATV) is hereby amended to delete subparagraph B in its entirety.

Except as hereby amended, the provisions of the Original Restrictions shall remain in full force and effect as therein provided, and are hereby ratified and confirmed by the undersigned owners.

EXECUTED as of the __11th__ day of October, 2021 to be effective upon recording in the Official Public Records of Real Property of Trinity County, Texas.

BOARD OF DIRECTORS:

Ronnie Smith
RONNIE SMITH, PRESIDENT

Darrell R. Greer
DARRELL GREER, VICE PRESIDENT

Janette Adelstein
JANETTE ADELSTEIN, SECRETARY

THE STATE OF TEXAS
COUNTY OF TRINITY

I hereby certify that the instrument was FILED on the date and at the time changed 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.

Shasta Bergman
County Clerk, Trinity County
By: [Signature] Deputy

FILED
at 1:59 o'clock P M
OCT 13 2021

SHASTA BERGMAN
COUNTY CLERK, TRINITY CO., TEXAS

[Signature]
COUNTY CLERK
TRINITY COUNTY, TEXAS