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**AMENDED AND RESTATED DECLARATION OF COVENANTS,
CONDITIONS AND RESTRICTIONS FOR
LONESOME DOVE PROPERTY OWNERS' ASSOCIATION**

THE STATE OF TEXAS §

§

KNOW ALL MEN BY THESE PRESENTS:

COUNTY OF TRINITY §

THAT LONESOME DOVE TRINITY, LLC, a Texas limited liability company, was the developer of a tract of land in Trinity County, Texas, known as Lonesome Dove Subdivision, the plat of which is recorded in Volume 794 Page 542 of the County Clerk of Trinity County records and as the developer, established and adopted certain covenants, conditions and restriction for the Subdivision recorded as Document #193882 of the Official Public Records of Trinity County, Texas (the "original restrictions"); and

WHEREAS, the undersigned Owners own Lots in the Subdivision having more than 67% of the votes entitled to be cast at meetings of members, and desire to amend and restate the original restrictions;

NOW, THEREFORE, the undersigned Owners hereby make and file this Amended and Restated Declaration of Covenants, Conditions and Restrictions (the "Declaration") and declare that all of the Lots and properties in the Subdivision are to be held, sold and conveyed subject to the following easements, restrictions, covenants and conditions, all of which are for the purpose of enhancing and protecting the value, desirability and attractiveness of the Subdivision. These easements, covenants, restrictions and conditions (i) run with the Lots and properties in the Subdivision and are binding upon all parties having or acquiring any right, title or interest in the Lots and properties in the Subdivision or any part thereof, their heirs, successors and assigns, and inure to the benefit of each Owner thereof, and (ii) replace the original restrictions in their entirety.

TRINITY COUNTY CLERK'S OFFICE
TRINITY COUNTY TEXAS
HON. SHASTA BERGMAN, COUNTY CLERK





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**ARTICLE I
DEFINITIONS**

The capitalized terms listed below shall have the following designated meanings:

Section 1.1. "Association" shall refer to the Lonesome Dove Property Owners Association, a Texas non-profit corporation, its successors, and assigns.

Section 1.2. "Board" shall refer to the Board of Directors of the Association.

Section 1.3. "Builder" shall refer to any person or entity undertaking the construction of a residence on a lot.

Section 1.4. "Committee" shall, except as specifically provided under this Declaration, refer to the Architectural Control Committee(s) created under this Declaration.

Section 1.5. "Community Properties" shall refer to all real property owned by the Association for the common use and benefit of the Owners.

Section 1.6. "Corner Lot shall refer to a Lot which abuts on more than one street.

Section 1.7. "Covenants and Restrictions" shall refer to the covenants, restrictions, Easements, charges and liens, collectively, set forth in this Declaration.

Section 1.8. "Declarant" shall refer to Lonesome Dove Trinity, LLC and its successors and assigns: provided, that any assignment of the rights of Declarant must be expressly set forth in writing and the any conveyance of a portion of the Subdivision without written assignment of the rights of Declarant shall not constitute an assignment of Declarant hereunder.

Section 1.9. "Declaration" shall refer to this Declaration of Covenants, Conditions and Restrictions.

Section 1.10. "Deed Restrictions" shall refer to the covenants, restrictions, easements, charges and liens collectively set forth in this Declaration.

Section 1.11 . "FHA" shall refer to the Federal Housing Administration.

Section 1.12. "Lot" shall refer to any of the numbered lots shown on the Plat and on which there is or will be built a single-family residence. The term "Lot" shall not include Community Properties.

Section 1.13. "Member" shall refer to every person or entity which holds a membership in the Association.

Section 1.14. "Owner" shall refer to the owner, whether one or more persons or entities of the fee simple title to any Lot but shall nor refer to any person or entity holding a lien, easement, mineral interest, or royalty interest burdening the title to any such Lot.





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Section 1.15. "Plat" shall refer to the map or plat of the Subdivision recorded in Volume 775. Pages 287-288. of the Records of Deeds and Plats of Trinity County. Texas.

Section 1.16. "Subdivision" shall refer to the tract of land that is shown the Plat and identified as Lonesome Dove Property Owners' Association.

Section 1.17. "Street" shall refer to any street, drive, cul-de-sac, boulevard, road, alley, lane, avenue, or any thoroughfare as shown on the Plat.

Section 1.18. "VA" shall refer to the Veterans Administration.

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TRINITY COUNTY CLERK'S OFFICE
TRINITY COUNTY TEXAS
HON. SHASTA BERGMAN, COUNTY CLERK



BY: *Shasta Bergman*
DATE: FEB 08 2023



ARTICLE II

PROPERTY OWNERS' ASSOCIATION

Section 2.1. *Organization.* Declarant has caused the Association to be organized and formed as a non-profit corporation under the laws of the State of Texas. The principal purposes of the Association are: (a) the collection, expenditure and management of the Maintenance Fund; (b) enforcement of this Declaration; (c) the establishment of architectural controls on the design and construction of single-family residences built within the Subdivision; (d) the promulgation of procedures to assure the maintenance of the exterior elements of improvements constructed on the Lots; and (e) the general overall promotion of the health, safety and welfare of the residents within the Subdivision. In addition to controlling the enforcement of this Declaration, the Association shall have the right to impose special assessments to effect needed repair of structures on individual Lots and to conduct those repair operations.

Section 2.2. *Board of Directors and Designated Representatives.* The Association shall act through the Board, which shall manage the affairs of the Association as specified in the Bylaws of the Association. The Board's actions shall be determined by a majority vote; however, the Board may designate a committee of two (2) or more representatives to act for it (the majority of whom shall be directors) and to perform any function the Board as a whole could perform.

No person serving on the Board shall be entitled to compensation for services performed, however, the Board may employ one or more architects, engineers, attorneys, or other consultants to assist the Board in carrying out its duties hereunder and the Association shall pay such consultants for services rendered to the Board. Except as to liability by reason of gross negligence or intentionally malicious acts, no member of the Board shall be personally liable for any actions committed in the scope of services performed as a member of the Board. Notwithstanding any express or implied term or provision of this Declaration, neither Declarant nor the Board shall ever be obligated to enforce any provision herein, and failure to do so shall never be a ground for any liability for or recovery of any damages against the Declarant, the Board, or any Board member.

Section 2.3. *Membership in the Association.* Every Owner of a Lot shall be a Member of the Association. Lot ownership is the sole requirement for membership, but no owner shall have more than one membership for each Lot owned. Membership shall be appurtenant to and may not be separated from ownership of the Lot (which is subject to assessment by the Association) and shall automatically pass with the title to the Lot.

Section 2.4. *Voting.* The Association shall have two (2) classes of voting membership:

(a) Class A. Members comprising Class A. With the exception of Declarant, shall all be Owners and shall be entitled to one vote for each Lot owned. When more than one individual or entity holds an ownership interest in a Lot, all such persons shall be Members, but in no event shall they be entitled to more than one vote for each Lot owned.





(b) Class B. Declarant shall be the sole Class B member. As a Class B member, Declarant shall be entitled to three (3) votes for each Lot owned. The Class B membership shall cease and be converted to Class A membership on the happening of either of the following events, whichever occurs earlier: (i) When the total votes outstanding in Class A membership equals or exceeds the total votes outstanding in Class B membership, or (ii) on December 31, 2032.

Section 2.6. *Inspection of Association Books.* Each Member shall have the right to inspect the books and records of the Association at the Association's office during reasonable office hours upon giving the President of the Association five (5) days prior written notice.

ARTICLE III

ARCHITECTURAL CONTROL COMMITTEE

Section 3.1. *Creation, Purpose and Membership.* Declarant retains and is granted the right to create a separate Architectural Control Committee with respect to all Lots. The Committee shall be responsible for enforcing and maintaining the architectural integrity of improvements constructed on Lots and the quality of workmanship and materials used in the construction of such improvements in conformance with the Covenants and Restrictions. The duties and powers of the Committee and any successors or designated representatives as provided in this Declaration, shall cease on the date upon which a residence has been constructed on all Lots in accordance with plans and specifications approved by the Committee. At that time the Committee shall resign, and its duties will thereafter be exercised by the Board, or a committee designated by the Board. A person may NOT be appointed or elected to serve on the Architectural Control Committee (the "Committee") if the person is:

- a. a current board member;
- b. a current board member's spouse; or
- c. a person residing in a current board member's household.

In the event of the death or resignation of any person serving on the Committee, the remaining person(s) serving on the committee shall designate a successor, or successor who shall have all the authority and power of his title or their predecessor(s); provided, however, that this provision shall not apply to a successor committee appointed by the Board. Until such successor member(s) shall have been appointed, the remaining member(s) shall have full authority to perform the duties and responsibilities of the Committee. Declarant shall have the right to appoint and remove all members of the Committee. Items presented to the Committee shall be decided by a majority vote of the members of the Committee. Notwithstanding anything contained in this Declaration to the contrary.

No person serving on the Committee shall be entitled to compensation for services performed: however, the Committee may employ one or more architects, engineers, attorneys or other consultants to assist the Committee in carrying out its duties, and the Association shall pay such consultants for services rendered to the Committee. Except as to liability reason of gross





negligence or intentionally malicious acts, no member of the Committee shall be personally liable for any actions taken in the scope of services performed as a member of the Committee.

Section 3.2. *Powers, Duties and Authority of the Committee.* No building or other improvements shall be constructed or reconstructed on the Lots, and no exterior alteration therein shall be made until the site plan, the schematic plans and specifications and all other information and documents deemed reasonably necessary by the Committee have been submitted to and approved in writing by the Committee as to conformity and harmony of external design and location in relation to surrounding structures and topography, and as to quality of workmanship and materials, all in accordance with specified restrictions hereinafter set forth. In the event the Committee fails to approve or disapprove the site plan, schematic plan and specifications and other information and documents within thirty-one (31) days after submission to the Committee, approval thereof shall be deemed to have been given and the requirements of submission of formal working plans and specifications shall be waived, however, such approval and waiver shall not operate to waive any other Covenants and Restrictions.

The Committee shall have the right to adopt such procedural and substantive rules and regulations, not in conflict with this Declaration, as it may deem necessary or appropriate for the performance of its duties. The Committee shall have the right to specify architectural and aesthetic requirements for improvements and structures to be constructed on the Lots. This includes minimum setback lines, the location, height, and extent of fences and walls or other screening devices, the orientation of structures with respect to Streets, walks, paths and structures on adjacent Lots, and the specification of a limited array of acceptable exterior materials and finishes that may be used in the construction, remodeling or repair of improvements and structures on the Lots, all in accordance with the architectural restrictions set forth in this Declaration. The Committee shall have the right, at its option, to inspect all work in progress to ensure compliance with approved plans, specifications, and other matters.

The Committee shall have full power and authority to reject any plans and specifications that do not comply with the architectural restrictions contained in this Declaration, as well as proposed construction that does not meet the Committee's minimum construction and architectural design requirements (as published from time to time). The Committee shall also have the power to reject proposed construction that might not be compatible with the overall character and aesthetics of existing construction on the Lots. The Committee shall not be responsible for reviewing any proposed improvement or alteration, nor shall its approval of any plans, specifications or other information or documents be deemed approval thereof from the standpoint of structural safety, engineering soundness or conformance with any rules, regulations, orders, ordinances, statutes, or codes other than those set forth in this Declaration. A decision by the Committee denying an application or request by an owner for the construction of improvements in the Subdivision (a "Proposed Improvement") may be appealed to the Board. A written notice of the denial must be provided to the Owner by certified mail, hand delivery, or electronic delivery. The notice must:

1. Describe, in reasonable detail, the basis for the denial or the changes, if any, to the Proposed Improvement required as a condition to approval; and





2. Inform the Owner that the owner may request a hearing with the Board on or before the 30th day after the date the notice was sent to the Owner. To request a hearing before the Board, the Owner must submit a written request to the Association's property manager (or the Board if there is no manager) within thirty (30) days after the date the notice by the Committee was sent to the Owner. Unless agreed upon otherwise, the Board shall hold the hearing not later than the 30th day after the date the Association receives an Owner's request for hearing.

The Association shall give the Owner at least ten (10) days advance notice of the date, time, and place of the hearing.

The Association or the Owner may request one (1) postponement of the hearing, and, if requested, shall be granted for a period of not more than ten (10) days. The hearing will be scheduled to provide a reasonable opportunity for both the Board and the Owner to attend. If the Owner or the Owner's designated representative fails to appear for a scheduled appeal hearing, the Board shall proceed with the hearing and consider all documentary evidence provided by the Owner, if any. An Owner is only entitled to one (1) hearing.

Pending the hearing, the Association may continue to exercise its other rights and remedies for the denial, if any, as if the declared denial was valid. The hearing will be held in a closed or executive session of the Board. During the hearing, a member of the Board or the Association's designated representative and the Owner or the Owner's designated representative will each be provided the opportunity to discuss, verify facts, and resolve the denial of the Owner's Proposed Improvement, and the changes, if any, requested by the Committee as a condition of approval.

The Association or the Owner may make an audio recording of the hearing. If either party intends to make an audio recording of the hearing, such party shall so advise the other party prior to the commencement of the audio recording.

The Board may set a reasonable time limit for the hearing, to be determined at the Board's sole and absolute discretion, considering factors, including, but not limited to, the complexity of the issues and number of exhibits. The time limitation established by the Board will be strictly enforced and is intended to balance factors, including, but not limited to, allowing both the Association and the Owner ample time to present their respective cases and the volunteer Board's reasonably available time to consider such matters. The Board may affirm, modify, or reverse, in whole or in part, any decision of the Committee. The Board is not required to deliberate or reach a determination during the hearing. All information presented at the hearing may be taken under advisement by the Board for future consideration. If no determination or resolution is reached during the hearing, the Association may inform the Owner of the Board's decision in writing within thirty (30) days of the date of the hearing. If there is no such communication from the Association within thirty (30) days, the Proposed Improvement shall be deemed denied.

All parties participating in the hearing are expected to treat each other professionally and respectfully. The Board reserves the right to terminate a hearing if the Board, in its sole and absolute discretion, determines the hearing has become unproductive and/or contentious.





Unless otherwise agreed by the Board, each hearing shall be conducted in accordance with the attached hearing agenda. [Exhibit A – Hearing Agenda].

4. Miscellaneous.

a. Amendment. These Guidelines may be revoked or amended from time to time by the Board. These Guidelines will remain effective until the Association records an amendment in the Official Public Records of Trinity County, Texas.

b. Conflict. In the event of any conflict between these Guidelines and any Dedicatory Instrument of the Association, these Guidelines control.

c. Effective Date. These Guidelines are effective upon recordation in the Official Public Records of Trinity County, Texas.

The Committee shall have the right, exercisable at its sole discretion, to grant variances to the architectural restrictions in specific instances where the Committee in good faith deems such variance does not adversely affect the architectural and environmental integrity of existing structures on the Lots or the common scheme of the Subdivision. All variances shall be in writing, addressed to the Owner requesting the variance, describing the applicable requirement to which the variance is granted, and listing conditions (if any) imposed on the granted variance and indicating the specific reasons for granting the variance. Failure by the Committee to respond within thirty-one (31) days following the receipt of a written variance shall operate as a denial of the variance request. The granting of any variance shall not operate to waive or amend any of the terms or provisions of this Declaration except as to the particular property and the particular instance covered by the variance and such variance shall not be construed to establish a precedent or future waiver, modification or amendment of the terms and provisions of this Declaration.

The Committee may, by resolution, unanimously adopted in writing, designate one or more of its members or an agent acting on behalf of the Committee to take any action or perform any duties for and on behalf of the Committee. In the absence of such designation, the vote of the majority of all members of the Committee taken with or without a meeting shall constitute the act of the Committee.

ARTICLE IV

ARCHITECTURAL RESTRICTIONS

Section 4.1. *Minimum Lot Area.* No Lot shall be resubdivided, nor shall any building be erected or placed on any Lot having an area of less than six thousand (6,000) square feet.

Section 4.1.1. *Minimum Square Footage of Primary Dwelling.* No primary dwelling shall be less than 1,300 square feet. Square footage of primary residence does not include the garage or any other building attached to the primary residence.

Section 4.2. *Location of Residence on Lot.* Unless otherwise approved in writing by the Committee, all residences on each Lot shall face the Lot line having the shortest dimension abutting a Street (from Lot line). Residences on Corner Lots shall have a presentable frontage on





each Street on which they face. Each attached or detached garage shall unless otherwise directed or permitted by the Committee face either upon the front Lot line or upon a line drawn perpendicular to the front lot line. Driveway access will be provided from the front Lot line only: except for Corner Lots which may have driveway access from a side Street. No residence shall be located on any Lot nearer to the front Lot line or nearer to the side Street line than the building set back line as shown on the recorded Plat. No residence or other structure shall be located on any utility easement. No residence or other structure may be located nearer than five (5) feet from an interior Lot line.

Section 4.3. *Type of Construction.* No garage or accessory building shall exceed in height the dwelling to which it is appurtenant without the prior written consent of the Committee. Every garage and permitted accessory building (except a greenhouse) shall correspond in style and architecture with the dwelling in which it is appurtenant. All manufactured homes will have a concrete perimeter, hardboard siding and a minimum of 12' x 20' deck installed within 90 days of placement of home.

Section 4.4. *Temporary Buildings.* Temporary buildings or structures shall not be permitted on any Lot. Declarant may permit temporary toilet facilities, sales and construction offices and storage areas to be used in connection with the construction and sale of residences, but such facilities shall not be maintained in any Street. Builders constructing improvements on Lots may use garages as sales offices for the time during which such Builders are marketing homes within the Subdivision. At the time of the sale of a residence by a builder, any garage appurtenant to such residence used for sales purposes must be reconverted to a garage.

Section 4.5. *Roof Material.* Roofs on all residences and other buildings shall be constructed of fire resistant, fire-retardant or fireproof material.

Section 4.6. *Fences.* No fence or wall shall be erected on any Lot nearer to the Street than the front of the main residential dwelling or the front Lot set-back line, whichever is further from the street.

Section 4.7. *Grass, Shrubbery and Trees.* The Owner of each Lot shall spot bed or sprig with grass the area between his/her residence and each abutting Street. Grass, shrubbery, and weeds shall be maintained and trimmed to prevent unsightly appearance. No tree having a diameter of six (6) inches or more (measured from a point two feet above the ground) shall be removed from any Lot without the express written authorization of the Committee or the Association. Dead or damaged trees which might create a hazard to property or persons shall (after any necessary notice has been given) be promptly removed or repaired, and if not removed by Owner upon request, then the Association may remove or cause to be removed such trees at the Owner's expense and shall not be liable for damage caused thereby.

Section 4.8. *Poles, Masts, Exterior Antennae/Air Conditioners.* No poles, masts, radio or television wires satellite dishes or antennae shall be placed on any Lot between the residence and an adjoining Street; nor shall poles, masts, antennae including free-standing antennae, be installed within the envelope of the residence without the express written approval of the Committee. No window or wall type air conditioners visible from any Street shall be permitted to be used, placed





or maintained on or in any improvement on any part of any Lot. No satellite dishes visible from any Street or any adjoining Lot shall be permitted on any Lot and no satellite dishes with a dish larger than thirty-six (36) inches in diameter shall be permitted on any Lot.

Section 4.9. *FHA Screening Fences.* Except as otherwise provided herein, plants, fences or walls utilized in protective screening areas as shown on the Plat or as required by FHA or VA shall be maintained to form an effective screen for the protection of the Subdivision throughout the entire length of such areas by the Owners of the Lots adjacent thereto at their own expense. If the FHA or VA shall require such protective screening areas, then such protective screening shall be constructed in accordance with the FHA or VA requirements whenever the residence on any lot affected by the screening requirements is built.

Section 4.10. *Traffic Sight Areas.* No fence, wall hedge, or shrub planting which obstructs sight lines at elevations between two (2) and six (6) feet above a Street shall be permitted to remain on any Corner Lot within the triangular area formed by the two (2) lot lines abutting the Street and a line connecting them at points twenty-five (25) feet from their intersection or within the triangular area formed by the Lot line abutting a Street, the edge line of any driveway or alley pavement and a line connecting them at points ten (10) feet from their intersection. No tree shall be permitted to remain within such distances of the intersection unless the foliage line is maintained to meet the sight line requirements set forth above.

Section 4.11. *Private Utility Lines.* All electrical, telephone, and other utility lines and facilities which are located on a Lot, and that are not owned by a governmental entity or a public utility company: shall be installed in underground conduits or other underground facilities unless otherwise approved in writing by the Committee.

Section 4.12. *Signs.* No signs, billboards, posters, or advertising devices of any kind shall be permitted on any Lot without the prior written consent of the Committee other than (a) one sign of not more than the ten (10) square feet advertising the particular Lot on which the sign is situated for sale or rent and (b) one sign of not more than ten (10) square feet to identify the particular Lot as may be required by FHA or VA during the period of actual construction of a single-family residential structure thereon. The right is reserved by and granted to Declarant to construct and maintain, or to allow builders within the Subdivision to construct and maintain signs, billboards and advertising devices as is customary in connection with the sale of newly constructed residential dwellings. The Association shall have the right to erect identifying signs on Community Properties at each entrance to the Subdivision.

Section 4.13. *Mailboxes.* All mail receptacles, house numbers and similar items used in the Subdivision must be harmonious with the overall character and aesthetics of the improvements constructed on the Lots in the Subdivision.

Section 4.14. *Disposal of Trash.* No trash, garbage, manure, debris, or offensive material of any kind shall be kept or allowed to remain on any Lot, nor shall any Lot be used or maintained as a dumping ground for such materials. All such matter shall be placed in sanitary refuse containers constructed of metal, plastic, or masonry materials with tight fitting sanitary covers or lids and placed in an area adequately screened by planting or fencing. Equipment used for the





temporary storage and/or disposal of such material prior to removal shall be kept in a clean and sanitary condition and shall comply with all current laws and regulations and those which may be promulgated in the future by any federal, state, county, municipal or other governmental body with regard to environmental quality and waste disposal. In a manner consistent with good housekeeping, the Owner of each Lot shall remove such prohibited matter from his Lot at regular intervals at his/her expense.

Section 4.15. *Building Materials*. No Lot shall be used for the storage of any materials whatsoever, except that material used in the construction of improvements to be erected on any Lot may be placed upon such Lot at the time construction commences. During initial construction of residences within the Subdivision, building materials may be placed or stored outside the front property line, adjacent to the Street. Building materials may remain on Lots for a reasonable time, so long as the construction progresses without undue delay after which time these materials shall either be removed from the Lot or stored in a suitable enclosure on the Lot. Under no circumstances shall building materials be placed or stored on any Street.

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ARTICLE V
USE RESTRICTIONS

Section 5.1. *Residential Use.* Each and every Lot is hereby restricted to residential dwellings for single-family residential use only. No business, professional, commercial, or manufacturing use shall be made of any of the Lots even though such business professional commercial, or manufacturing use be subordinate or incident to use of the premises as a residence. No structure other than one single-family residence and its outbuildings shall be constructed, placed on, or permitted to remain on any Lot. As used herein, the term "residential use" shall be construed to prohibit the use of any Lot for duplex houses, garage apartments for rental purposes or apartment houses. Short term rentals, to include AirB&B rentals, are not prohibited.

Section 5.2. *Animals and Livestock.* No animals, livestock, or poultry of any kind shall be raised, bred, or kept on any Lot. Consistent with its use as a residence, dogs, cats or other household pets may be kept on a Lot provided that they are not kept, bred or maintained for any business purposes and further provided that no more than three (3) such pets shall be kept on a Lot.

Section 5.3. *Nuisances.* No noxious or offensive trade or activity shall be carried on upon any Lot nor shall anything be done thereon which may be or become an annoyance or nuisance to residents of the Subdivision.

Section 5.4. *Storage and Repair of Vehicles.* No boat, mobile home, motor home, travel trailer, trailer, boat rigging, truck larger than a three-quarter (3/4) ton pick-up, recreational vehicle, bus, unused or inoperable automobiles shall be parked or kept in the Street adjacent to any Lot or on any Lot within view of the Street or any adjoining property. No Owner of any Lot or any visitor or guest of any Owner shall be permitted to perform work on automobiles or other vehicles in driveways or Streets other than work of temporary nature. For the purposes of the foregoing the term "temporary" shall mean that the vehicle shall not remain in driveways or Streets in excess of forty-eight (48) hours.

Section 5.5. *Permitted Hours for Construction Activity.* Except in an emergency or when other unusual circumstances exist, as determined by the Board, outside construction work or noisy interior construction work shall be permitted only between the hours of 7:00 AM and 10:00 PM.

Section 5.6. *Mineral Production.* No drilling, developing operations, refining, quarrying or mining operations of any kind shall be permitted upon any lot, nor shall oil wells, tanks, tunnels, mineral excavations or shafts be permitted upon any Lot. No derrick or other structure designed for use in boring for oil, natural gas or water shall be permitted upon any Lot. Declarant waives his right to use the surface of any Lot for the exploration, development or production of oil, gas, or other minerals or water from the mineral estate: if any owned and retained by Declarant.

Section 5.7. *Noise.* No speakers, horns, whistles, bells or other sound devices (other than security devices used exclusively for security purposes) shall be located, used, or placed on any of the Subdivision.



**ARTICLE VI****ENFORCEMENT/MAINTENANCE**

Section 6.1. *General.* The Declarant, the Board, the Association or any Owner shall have the right to enforce, by any proceeding at law or in equity, the Covenants and Restrictions. Failure of the Declarant, the Board, the Association or any Owner to enforce any of the provisions herein contained shall in no event be deemed a waiver of right to do so thereafter.

Section 6.2. *Owner Maintenance.* Each Owner further covenants and agrees to maintain, paint, repair, replace and care for the roofs, gutters, downspouts, fences. Exterior building surfaces, the foundation, and structural members of all improvements on his/her Lot in a neat and attractive manner and in a state of good repair. The exterior appearance of all structures shall be maintained in strict conformity with the improvements erected on other adjacent Lots and all repairs or replacements shall be of similar quality materials are consistent with the existing architectural style.

Section 6.3. *Enforcement of Exterior Maintenance.* In the event of violation of any Covenant or Restriction by any Owner or occupant of any Lot and the continuance of such violation after ten (10) days written notice thereof, or in the event the Owner or occupant has not proceeded with due diligence to complete appropriate repairs and maintenance after such notice, the Association shall have the right (but not the obligation), through its agents or employees to repair, maintain and restore the Lot and the exterior of the residence and any other improvement located thereon at the expense of the Lot Owner. To the extent necessary to prevent rat infestation, diminish fire hazards and accomplish any of the above needed repair, maintenance, and restoration. the Association shall have the right, through its agents and employees, to enter any residence or improvements located upon such Lot. The Association may render a statement of charges to the Owner or occupant of such Lot for the reasonable cost of such work. The Owner and occupant agree by their purchase and occupation of the Lot, to pay such statement immediately upon receipt. The reasonable cost of such work, plus interest thereon at ten percent (10%) per annum, shall become a part of the assessment payable by the Owner of said Lot and payment thereof shall be secured by the Contractual Lien herein retained. The Association, its agents and employees shall not be liable, and are hereby expressly relieved from any liability for trespass or other tort in connection with the performance of the maintenance and other work authorized herein.

ARTICLE VII**EASEMENTS**

Section 7.1. *Existing Easements.* The Plat dedicates for use as such, subject to the limitations set forth therein, certain Streets and easements shown thereon, and the Plat further establishes dedications, limitations, reservations and restrictions applicable to the Lots. Further, Declarant and Declarant's predecessors in title have heretofore granted, created and dedicated by various recorded instruments, certain other easements and related rights affecting the Lots. All dedications, limitations, restrictions and reservations shown on the Plat and all grants and dedications of easements shown thereon and any grants and dedications of easements and related





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rights previously made by Declarant and Declarant's predecessors in title affecting the Lots are incorporated herein by reference and made a part of this Declaration for all purposes, as if fully set forth herein and shall be construed as being adopted in each and every contract, deed or conveyance executed or to be executed by or on behalf of Declarant conveying any Lot or part of the Subdivision.

Section 7.2. *Changes And Additions.* Declarant reserves and is granted the right to make changes in and additions to the above easements for the purpose of most efficiently and economically installing improvements in the Subdivision. Further Declarant reserves and is granted the right without the necessity of the joinder of any Owner or other person or entity, to grant, dedicate, reserve or otherwise create, at any time or from time to time, easements for public utility purposes, (including without limitation, gas, electricity, telephone, drainage and television cables) in favor of any person or entity furnishing or to furnish utility services to the Lots, along any front, rear or side Lot line which easements shall have a maximum width of ten (10) feet; provided, however, that easements along side Lot lines shall straddle such Lot lines with five (5) feet on each side of such side Lot line.

Section 7.3. *Title To Easements And Appurtenances Not Conveyed* Title to any Lot conveyed by Declarant by contract, deed, or other conveyance shall not be held or construed in any event to include the title to any roadways or any drainage, water, gas, sewer, storm sewer, electric light, electric power: telegraph or telephone way, or any pipes, lines, poles or conduits on or in any utility facility or appurtenances thereto, constructed by or under Declarant or his agents or employees, along or upon any Lot or any part thereof to serve said Lot or any other portion of the Subdivision, and the right to maintain, repair, sell or lease such appurtenances to any municipality or other governmental agency or to any public service corporation or to any other party is hereby expressly reserved in and granted to Declarant.

Section 7.4. *Installation And Maintenance.* There is hereby created an easement upon, across, over and under all of the Lots for ingress and egress in connection with installing, replacing, repairing and maintaining all utilities, including, but not limited to water, sewer, telephones, electricity, gas and appurtenances thereto. By virtue of this easement, it shall be expressly permissible for the utility companies and other entities supplying service to install and maintain pipes, wires, conduits, service lines, or other utility facilities or appurtenances thereto, on, above, across and under the Lots within the public utility easements from time to time existing and from service lines situated within such easements to the point of service on or in any structure. Notwithstanding anything contained in this Section, no sewer, electrical lines, water lines, or other utilities or appurtenances thereto may be installed or relocated on the Lots until approved by Declarant or the Board. The utility companies furnishing service shall have the right to remove all trees situated within the utility easements shown on the Plat and to trim overhanging trees and shrubs located on portions of the Lots abutting such easements.

Section 7.5. *Emergency And Service Vehicles.* An easement is hereby granted to all police, fire protection, ambulance, and other emergency vehicles and to garbage and trash collection vehicles, and other service vehicles to enter on the Lots to allow the personnel engaged in such activities to properly perform their duties. Further, an easement is hereby granted to the

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Dwain Evans
FEB 08 2023



Association, its officers, agents, employees, and management personnel to enter the Lots to render any service.

ARTICLE VIII

MAINTENANCE AND SPECIAL ASSESSMENTS

Section 8.1. *Creation Of The Lien and Personal Obligation For Assessments.* The Declarant hereby covenant for each Lot and each Owner of any Lot, by acceptance of a deed to the Lot, whether or not it shall be expressed in the deed or other evidence of the conveyance, that the Owner shall pay the Association any special or capital assessments as hereinafter described. The Declarant covenant and the Owner hereby also agrees to pay a maintenance assessment or charge equal to his pro rata share of the cost to defray the maintenance and preservation of Community Properties, and the costs associated with the enforcement and implementation of this Declaration by the Board, the Association and/or the Committee.

These charges and assessments are to be determined, fixed, and collected as hereinafter provided, and together with such interest thereon and cost of collection thereof, shall be a charge on the land and shall be secured by a continuing lien (the "Contractual Lien") upon the Lot against which such assessments or charges are made. Each such assessment or charge, together with any applicable interest, costs, and reasonable attorney's fees shall also be and remain the personal obligation of the individual or individuals who owned the particular Lot at the time the assessment or charge became due, notwithstanding any subsequent transfer of title to such Lot. The personal obligation for delinquent assessments and charges shall not pass to successors in title unless expressly assumed by them.

Section 8.2 *Rates of Assessment.* The annual maintenance assessments on all Lots, whether or not controlled by the Declarant, shall be fixed at uniform rates for Lots of like kind. The annual maintenance assessment for each Lot shall be the sum of Five Hundred and No/100 Dollars (\$500.00). From and after that date the maintenance assessment for all Lots (vacant or otherwise) may be adjusted as follows:

(a) The maximum annual maintenance assessment may be increased each year by not more than ten percent (10%) above the maximum maintenance assessment for the previous year without a vote of the Members


(b) The maximum annual maintenance assessment may be increased above ten percent (10%) by a vote of two-thirds (2/3) of each class of Members who are voting in person or by proxy, at a meeting duly called for that purpose.

(c) The Board may fix the maintenance assessment at an amount not in excess of the maximum.

The judgment of the Board in establishing annual assessments and other charges, and the actions of the Board associated with the expenditure of said funds shall be final and conclusive so long as said judgment is exercised in good faith.

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BY: 
DATE: FEB 08 2023



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Section 8.3. *Date of Commencement And Determination of Maintenance Assessment.* The maintenance assessment provided for herein shall commence for all Lots on that date (which shall be the first day of a month) fixed by the Board as the date of commencement. A Lot Owner's first maintenance assessment shall be adjusted according to the number of months remaining in the then current calendar year and shall be paid in equal monthly installments on the first day of each calendar month. The Board shall fix the amount of the maintenance assessment at least thirty (30) days in advance of each fiscal year. Written notice of the maintenance assessment shall be sent to every Owner on or before January 15 of the year to which the maintenance assessment is applicable.

Section 8.4. *Special Assessments.* In the event an owner fails to maintain the exterior of improvements located on his/her Lot in conformance with the provisions of Section 4.2 of this Declaration, the Association, after approval by two-thirds (2/3) vote of the Board shall have the right, through its agents and employees, to enter upon said Lot and to repair, maintain and restore any improvements erected thereon. The cost of such exterior maintenance shall constitute a special assessment to which such Lot is subject. The special assessment shall be due in full upon presentment in writing to the Owner whose Lot has been repaired, maintained, or restored by the Association.

Section 8.5. *Assessments for Capital Improvements.* In addition to the assessments authorized above, the Association may, in any assessment year, levy an assessment applicable to that year only for the purpose of defraying, in whole or in part, the cost of any construction, reconstruction, repair or replacement of a capital improvement, including the improvement of the Community Properties, the purchase of additional real or personal property and any fixtures related thereto, that will contribute to the health, safety and welfare of the Owners and the Subdivision as a whole, provided that any such assessment must be approved by a two-thirds (2/3) vote of each class of Members who are voting in person or by proxy at a meeting duly called for such purpose.

Section 8.6. *Effect Of nonpayment Of Assessments: Remedies Of The Association.* Any assessments or charges which are not paid when due shall be delinquent. If any assessment or charge is not paid within thirty (30) days after the due date, the Association may bring an action at law against the Owner personally obligated to pay the same, or to foreclose the Contractual Lien herein retained against the Lot. Interest shall accrue on past due assessments at the maximum rate permitted by law. Costs and reasonable attorney's fees incurred in any such action shall be added to the amount of such assessment or charge. Each owner, by his acceptance of a Deed to a Lot accepts the Lot and title thereto as being subject to the Association's right to levy and collect the assessments provided for in this Declaration. The Owner's acceptance of a Deed also constitutes the granting of a Contractual Lien in favor of the Association to secure the payment of all assessments (whether for maintenance, special purpose or capital improvements) and charges, and expressly vests in the Association or its agents, the right and power to bring all actions, against such Owner personally for the collection of such assessments and charges as a debt and to enforce the Contractual Lien by all methods available for the enforcement of such liens, including judicial foreclosure by an action brought in the name of the Association or through a non-judicial foreclosure pursuant to Section 51.002 of the Texas Property Code. Non-judicial foreclosure of

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BY: *Devin Evans*
DATE: FEB 08 2023



the Contractual Lien, however, shall not be effective against any interest of the United States Government or its agencies in any Lot. No Owner may waive or otherwise escape liability for the assessments provided for herein by abandonment of the Lot or the refusal to permit the Association to perform the maintenance/repair activities upon the Owners Lot.

Section 8.7. *Certification by the Association.* The Association upon written request, and for a reasonable charge, shall furnish a certificate signed by an officer of the Association, verifying the status of any assessments due and owing on any specified Lot.

Section 8.8. *Subordination of Lien to Mortgages.* As hereinabove provided, the title to each Lot shall be subject to the Contractual Lien securing the payment of all assessments and charges due the Association. The Contractual Lien shall not, however, be superior to any valid purchase money lien or a valid lien securing the cost of construction of home improvements. Sale or transfer of any Lot shall not affect the Contractual Lien, provided, however, the sale or transfer of any Lot pursuant to a judicial or non-judicial foreclosure under the aforesaid superior liens shall extinguish the Contractual Lien securing such assessment or charge as to payments which became due prior to such sale or transfer. No sale or transfer shall relieve such Lot or the new Owner thereof from liability for any charges or assessments thereafter becoming due or from the Contractual Lien thereof.

Section 8.9. *Exempt Property.* Any portion of the Subdivision or the adjacent Streets that are dedicated to, and accepted by, a local public authority, and any portion of the Subdivision owned by a charitable or non-profit organization that is exempt from taxation by the laws of The State of Texas, shall be exempt from the assessments and charges created in this Declaration. Notwithstanding, the foregoing, no Lot that is used as a residence shall be exempt from the assessments and charges.

ARTICLE X

GENERAL PROVISIONS

Section 9.1. *Term.* This Declaration and these Covenants and Restrictions shall run with the: land and shall be binding upon all parties and all persons claiming under them until December 31, 2032 after which time said covenants and restrictions shall be automatically extended for successive periods of ten (10) years each unless an instrument signed by the Owners including the Declarant of seventy-five percent (75%) of the Lots has been recorded in the Real Property Records of Trinity County, Texas, agreeing to terminate or modify the Covenants and Restrictions.

Section 9.2. *Severability.* Invalidation of any one or more of these Covenants and Restrictions by judgment or other court order shall not affect any other provisions which shall remain in full force and effect except as to any terms and provisions which are invalidated.

Section 9.3. *Gender and Grammar.* The singular and the plural, whenever used herein shall be construed to mean or include one or more, when and as applicable, and the necessary grammatical changes required to make the provisions hereof apply to corporations (or other entities) or individuals, male or female, shall in all Classes be assumed as though in each case fully expressed.





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Section 9.4. *Paragraph Headings.* The headings and subdivision titles of this Declaration are for convenience only and shall not be used to construe, interpret, or limit the meaning of any term or provision contained in this Declaration.

Section 9.5. *Interpretation.* If any word, clause, sentence, paragraph, or other part of this Declaration shall be susceptible of more than one or more of conflicting interpretations, then the interpretation which is most nearly in accordance with the general purposes and objectives of this Declaration is the intended interpretation and such interpretation shall govern.

Section 9.6. *Omissions.* If any punctuation, word, clause, sentence, or provision necessary to give meaning, validity, or effect to any other word, clause, sentence, or provision appearing in this Declaration shall be omitted, then it is hereby declared that such omission was unintentional and that the omitted punctuation, word, clause, sentence, or provision shall be supplied by inference.

Section 9.7. *Notices.* Any notice required to be sent to any Member or Owner under the provisions of this Declaration shall be deemed to have been properly delivered upon the earlier of actual receipt by the addressee on the third (3rd) business day after same is deposited in an official receptacle of the United States Postal Service, sent certified mail, return receipt requested, postpaid, addressed to the last known address of the person who appears as a Member or Owner on the records of the Association at the time of such mailing.

Section 9.8. *Amendment.* This Declaration may be amended during the initial period ending December 31, 2032, by an instrument executed by the Owners of ninety percent (90%) of the Lots and thereafter by the Owners of seventy-five percent (75%) of the Lots. Until such time as Declarant ceases to be a Class B Member as referred to in Section 2.4. Declarant specifically reserves for itself, its successors and assigns, the absolute and unconditional right to alter, modify, change, revoke, rescind or cancel any or all of the restrictive covenants contained in this Declaration to correct a clerical error, clarify an ambiguity or inconsistency, inserting an omitted portion, or removing any contradiction of the terms hereof or for any reason whatsoever deemed necessary for the benefit of the overall development as determined by Declarant, in its sole discretion, by filing an amendment to this Declaration in the Real Property Records of Trinity County, Texas. Declarant is not required to send out notices or conduct a meeting in order to amend this Declaration under this Section.

Section 9.9. *Governing Law.* This Declaration shall be construed under and governed by the laws of the State of Texas.

Section 9.10 *Exemption of Declarant.* Notwithstanding anything in this Declaration to the contrary, neither Declarant nor any of Declarant's activities shall in any way be subject to the control of or under the jurisdiction of the Committee, without in any way limiting the generality of the preceding sentence, this Declaration shall not prevent or limit the right of Declarant to excavate and grade to construct any and alter drainage patterns and facilities to construct any and all other types of improvements, sales and leasing offices and similar facilities, and to post signs incidental to construction, sales and leasing anywhere within the Subdivision.

TRINITY COUNTY CLERK'S OFFICE
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HON. SHASTA BERGMAN, COUNTY CLERK



Shasta Bergman
FEB 08 2023



Section 9.11 *Assignment of Declarant*. Notwithstanding any provision on this Declaration to the contrary, Declarant may assign, in whole or in part, any of its privileges, exemptions, rights, and duties under this Declaration to any other person or entity and may permit the participation, in whole or in part, by any other person or entity in any of its privileges, exemptions, rights and duties hereunder.

Section 9.12 *No Warranty of Enforceability*. While Declarant has no reason to believe that any of the restrictive covenants or other terms and provisions contained or elsewhere in this Declaration are or may be invalid or unenforceable for any reason or to any extent, Declarant makes no warranty or representations as to the present or future validity or enforceability of any such restrictive covenants, terms or provisions. Any Owner acquiring a Lot in reliance on one or more of such restrictive covenants, terms or provisions shall assume all risks of the validity and enforceability thereof and by acquiring the Lot, agrees to hold Declarant harmless therefrom.

Section 9.13 *VA/FHA Approval*. Absent Declarant's written waiver, then for so long as Declarant, its successors and assigns, have a controlling vote of the Association, the following actions will require the approval of the Federal Housing Administration and the Veterans Administration, if required:

- a. annexation of property other than within the area described in Article X hereof: and
- b. amendment of this Declaration other than pursuant to Section 9.13 hereof.

CERTIFIED COPY





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ARTICLE X

ANNEXATION/STAGED DEVELOPMENT

Additional properties within one-half mile of the Subdivision owned by Declarant may be annexed into the jurisdiction of the Association by the Declarant's execution and filing in the Real Property Records of Trinity County of an instrument expressly stating the Declarant's intention to annex additional property and describing such additional property. Upon annexation, the Owners of Lots in such annexed property will be subject to the annual maintenance assessment imposed hereby on a per lot basis in an amount identical to existing Lots of a similar type.

IN WITNESS WHEREOF, this Declaration is executed as of the date first written above.

(The rest of this page is intentionally left blank)

CERTIFIED COPY

TRINITY COUNTY CLERK'S OFFICE
TRINITY COUNTY TEXAS
HON. SHASTA BERGMAN, COUNTY CLERK



BY: *Amistans*
DATE: FEB 08 2023



LONESOME DOVE TRINITY, LLC

By: [Signature]

Christopher Laveau

STATE OF TEXAS §

§

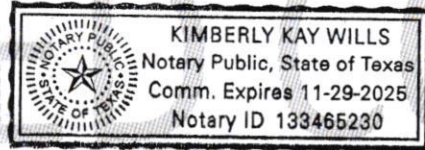
COUNTY OF TRINITY §

This instrument was acknowledged before me on the 6 day of Feb., 2023, by Christopher Laveau, as President of Lonesome Dove Trinity, LLC, a Texas limited liability company, on behalf of said company.

[Signature]

Notary Public, State of Texas

CERTIFIED COPY



(Signature and acknowledgement page to Declaration of Covenants, Conditions and Restrictions of Lonesome Dove Property Owners' Association)

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BY: [Signature]
DATE: FEB 08 2023



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EXHIBIT A

HEARING AGENDA

Note: A member of the Board or the Association's designated representative shall act as the Hearing Officer and preside over the hearing. The Hearing Officer will provide introductory remarks and administer the hearing agenda as stated below.

I. Introduction.

Hearing Officer: The Association or the Owner may make an audio recording of the hearing. If either party intends to make an audio recording of the hearing, such party shall so advise the other party at this time. The Board has convened for the purpose of holding a hearing requested by [Owner] to appeal the Committee's denial of the [Owner's] application or request for the construction of improvements concerning the property located at [Owner' Property Address].

The hearing is being conducted as required by Section 209.00505 of the Texas Property Code, and is an opportunity for the Owner to discuss, verify facts, and resolve the matter at issue. However, after both sides are given a reasonable opportunity to present their case, the Board may elect to take the matter under advisement and conclude the hearing. If the matter is taken under advisement, a final decision will be communicated in writing within 30 days.

II. Presentation of Facts.

Hearing Officer: This portion of the hearing is to permit a member of the Board or the Association's designated representative to present the matters contained in the Committee's written notice of denial that was provided to the Owner and the opportunity to describe relevant documents, photographs, and/or communications. After the Association has finished its presentation, the Owner or the Owner's designated representative will be entitled to present the Owner's information and issues relevant to the dispute. The Board may ask questions during either party's presentation. It is requested that questions by the Owner be held until completion of the presentation by the Association.

[Presentations begin accordingly]

III. Discussion.

Hearing Officer: This portion of the hearing is to permit the Board and the Owner to discuss factual disputes relevant to the Committee denial and the Owners Proposed Improvement. Discussion should be productive and designed to seek, if possible, an acceptable resolution of the dispute. The Hearing Officer retains the right to conclude this portion of the hearing at any time.

IV. Resolution.

Hearing Officer: This portion of the hearing is to permit discussion between the Board and the Owner regarding the final terms of resolution, if any. If no resolution is reached, the Hearing Officer may: (i) request that the Board enter into executive session to discuss the matter; or (ii) request that the Board

Take this matter under advisement and adjourn the hearing.

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

Shasta Bergman
County Clerk, Trinity County
BY: [Signature]



TRINITY COUNTY CLERK'S OFFICE
TRINITY COUNTY TEXAS
HON. SHASTA BERGMAN, COUNTY CLERK

FILED
at 10:47'clock A M
FEB 08 2023

SHASTA BERGMAN
COUNTY CLERK, TRINITY CO., TEXAS
BY: [Signature] Deputy

STATE OF TEXAS
COUNTY OF TRINITY
I, Shasta Bergman, Clerk of the County Court of Trinity County, Texas, do hereby certify that the foregoing is a true and correct copy of the original as the same appears of record in my office in Volume 1103, page 366. Given under my hand and seal of said County at office in Groveton *SSNs have been reported accordingly. This 23 day of February 2023.

