

Declaration of Restrictive Covenants of  
**THE SHORES AT LAKE LIVINGSTON**

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KNOW ALL MEN BY THESE PRESENTS that **Lakeland Ranch, LLC**, Developer/Declarant, dedicates the real property known as THE SHORES AT LAKE LIVINGSTON, further detailed in Volume \_\_\_\_\_, Page \_\_\_\_\_, Plat Records of Polk County, Texas, do hereby acknowledge, declare and adopt the Covenants & Deed Restrictions ("Covenants") and establish The Shores at Lake Livingston Property Owner's Association, a non profit association, governing the use and development of the property, which are hereby impressed upon the property covered hereby, subject to the provisions herein below and these Covenants and Deed Restrictions shall run with the land, and its owners, their heirs, successors, grantees and assigns, and supersedes and are in lieu of any prior restrictions whether included in any deed or otherwise, on the property covered hereby:

**Definitions:**

"ACC" means the Architectural Control Committee established in this Declaration.

"Assessment" means any amount due to the Property Owners Association by an Owner or levied against an Owner by the Property Owners Association under this Declaration.

"Board" means the Board of Directors of the Property Owners Association.

"Bylaws" means the Bylaws of the Property Owners Association adopted by the Board.

"Common Area" means all property within the Subdivision not designated as a Lot on the Plat and that has not been accepted for maintenance by the applicable governmental body. Declarant will convey the Common Area to the Property Owners Association.

"Covenants" means the covenants, conditions, and restrictions contained in this Declaration.

"Declarant" means Lakeland Ranch, LLC and any successor that acquires all unimproved Lots owned by Declarant for the purpose of development and is named as successor in a recorded document.

"Dedictory Instruments" means this Declaration and the Bylaws, rules of the Property Owners Association, and standards of the ACC, as amended.

"Easements" means Easements within the Property for utilities, drainage, and other purposes as shown on the Plat or of record.

"Lot" means each tract of land designated as a lot on the Plat, excluding lots that are part of the Common Area.

"Member" means Owner.

"Owner" means every record Owner of a fee interest in a Lot.

"Plat" means the Plat of the Property recorded in Volume \_\_\_\_, Page \_\_\_\_, of the real property records of Polk County, Texas, and any replat of or amendment to the Plat made in accordance with this Declaration.

"Renting" means granting the right to occupy and use a Residence or Structure in exchange for consideration.

"Residence" means a detached building designed for and used as a dwelling by a Single Family and constructed on one or more Lots.

"Single Family" means a group of individuals related by blood, adoption, or marriage or a number of unrelated roommates not exceeding the number of bedrooms in a Residence.

"Structure" means any improvement on a Lot (other than a Residence), including a sidewalk, driveway, fence, wall, tennis court, swimming pool, outbuilding, or recreational equipment.

"Subdivision" means the Property covered by the Plat and any additional property made subject to this Declaration.

"Vehicle" means any automobile, truck, motorcycle, boat, trailer, or other wheeled conveyance, whether self-propelled or towed.

## **1. Clauses and Covenants:**

### **A. Imposition of Covenants**

1. Declarant imposes the Covenants on the Subdivision. All Owners and other occupants of the Lots by their acceptance of their deeds, leases, or occupancy of any Lot agree that the Subdivision is subject to the Covenants.

2. The Covenants are necessary and desirable to establish a uniform plan for the development and use of the Subdivision for the benefit of all Owners. The Covenants run with the land and bind all Owners, occupants, and any other person holding an interest in a Lot.

3. Each Owner and occupant of a Lot agrees to comply with the Dedicatory Instruments and agrees that failure to comply may subject him to a fine, an action for amounts due to the Property Owners Association, damages, or injunctive relief.

### **B. Plat and Easements**

1. The Plat, Easements, and all matters shown of record affecting the Property are part of this Declaration and are incorporated by reference.

2. An Owner may use that portion of a Lot lying in an Easement for any purpose that does not interfere with the purpose of the Easement or damage any facilities. Owners do not own any utility facilities located in an Easement.

3. Neither Declarant nor any Easement holder is liable for damage to landscaping or a Structure in an Easement.

4. Declarant and each Easement holder may install, maintain, and connect facilities in the Easements.

### **C. Use and Activities**

1. Permitted Use. A Lot may be used only for an approved Residence and approved Structures for use by a Single Family, including home offices or home-based businesses that do not create any additional traffic.

2. Prohibited Activities. Prohibited activities are:

- a. any activity that is otherwise prohibited by the Dedicatory Instruments;
- b. any illegal activity;
- c. any nuisance, noxious, or offensive activity;
- d. any dumping of rubbish;
- e. any storage of building materials other than during construction, inoperable or vehicles not in a garage, or unsightly objects unless completely shielded by a structure;
- f. any exploration for or extraction of minerals;
- g. any keeping or raising of animals, livestock, or poultry, except for common domesticated household pets, such as dogs and cats, not to exceed five confined to a fenced yard or within the Residence;
- h. any commercial or professional activity except reasonable home office use;
- t. the renting of a portion of a Residence or Structure;
- j. the drying of clothes in a manner that is visible from any street;
- k. the display of any sign except for standard real estate or, during an election time, political signs.
- l. installing a mobile home, manufactured home, manufactured housing, or house trailer on a Lot;
- m. interfering with a drainage pattern without ACC approval;
- n. use of a recreational vehicles for up to seven (7) calendar days per month up to one (1) year if the property owner has an active building permit to

build a permanent structure. Residents may not live in recreational vehicles (RVs) or travel trailers on the property. However, they can be stored there but must be kept out of sight;

p. no swine or roosters shall be housed on the property.

## **2. Construction and Maintenance Standards**

### **A. Lots**

1. *Consolidation of Lots.* An Owner of adjoining Lots, with ACC approval, may consolidate those Lots into one site for the construction of a Residence.
2. *Subdivision Prohibited.* No Lot may be further subdivided.
3. *Easements.* No easement in a Lot may be granted without ACC approval.
4. *Maintenance.* Each Owner must keep the Lot, all landscaping, the Residence, and all Structures in a neat, well-maintained, and attractive condition.

### **B. Residences and Structures**

1. *Aesthetic Compatibility.* All Residences and Structures must have neutral or earth tone colors on the exterior and be aesthetically compatible, with the Subdivision, as determined by the ACC.
2. *Required Area.* The total area of a Residence, exclusive of porches, garages, or carports, must be at least 1800 square feet.
3. *Location on Lot.* No Residence or Structure may be located in violation Of the setback lines shown on the Plat.
4. *Garages.* The garage may be a separate structure.

### **C. Damaged or Destroyed Residences and Structures.**

1. Any Residence or Structure that is damaged must be repaired within a period approved by the ACC and the Lot restored to a clean, orderly, and attractive condition.
2. Any Residence or Structure that is damaged to the extent that repairs are not practicable must be demolished and removed within 180 days and the Lot restored to a clean and attractive condition.

### **D. Fences, Walls, and Hedges.**

1. No fence, wall, or hedge may be located forward of the front wall line of

the Residence, except for trellises and decorative fences that are approved by the ACC. No privacy fences that obstruct lake views for neighboring properties are allowed. Wrought iron fences or those of a similar style are allowed.

2. Traffic Sight Lines. No landscaping that obstructs traffic sight lines may be placed on any Lot.

#### **E. Landscaping.**

1. Landscaping must be installed within 180 days after occupancy. The minimum landscaping is specified in the standards of the ACC.

### **3. Building Materials for Residences and Structures**

A. *Roofs.* Only composition/tile/metal roofs may be used on Residences and Structures, unless otherwise approved by the ACC. All roof stacks must be painted to match the roof color.

B. *Exterior Walls.* All Residences must be constructed with exterior walls of stone, brick or wood, minus windows and doors, unless otherwise approved by the ACC.

### **4. Property Owners Association**

A. *Establishment and Governance.* The filing of this Declaration establishes the Property Owners Association as an unincorporated nonprofit association that is governed by this Declaration and the Bylaws. The Property Owners Association has the powers of an unincorporated nonprofit association and a property owners association for the Subdivision under the Texas Business Organizations Code, the Texas Property Code, and the Dedicatory Instruments.

B. *Rules.* The Board may adopt rules that do not conflict with law or the other Dedicatory Instruments. On request, Owners will be provided a copy of any rules.

C. *Membership and Voting Rights.* Every Owner is a Member of the Property Owners Association. Membership is appurtenant to and may not be separated from ownership of a Lot. Each lot entitles the owner one vote.

### **5. ACC**

A. *Establishment.* The ACC is established as a committee of the Property Owners Association to assist the Property Owners Association in ensuring that all Residences, Structures, and landscaping within the Subdivision are aesthetically compatible and conform to the Dedicatory Instruments.

B. *Members.* The ACC consists of at least 3 persons appointed by the Board. The Board may remove or replace an ACC member at any time.

C. *Term.* ACC members serve until replaced by the Board or they resign.

D. *Standards.* Subject to Board approval, the ACC may adopt standards that do not conflict with the other Dedicatory Instruments to carry out its purpose. These standards are not effective unless recorded with the county clerk. On request, Owners will be provided a copy of any standards.

#### E. Plan Review

1. **Required Review by ACC.** No Residence or Structure may be erected on any Lot, or the exterior altered, unless plans, specifications, and any other documents requested by the ACC have been submitted to and approved by the ACC. The plans and specifications must show exterior design, height, building materials, color scheme, location of the Residence and Structures depicted horizontally and vertically, and the general plan of landscaping, all in the form and detail the ACC may require.

#### 2.. **Procedures**

a. **Complete Submission.** Within 30 days after the submission of plans and specifications by an Owner, the ACC must notify the submitting Owner of any other documents or information required by the ACC. In the absence of timely notice from the ACC requesting additional documents or other information, the submission is deemed complete.

b. **Deemed Approval.** If the ACC fails to give notice of disapproval of the plans and specifications to the submitting Owner within 30 days after complete submission, the submitted plans and specifications are deemed approved.

c. **Appeal.** An Owner may appeal any action of the ACC to the Board. The appealing Owner must give written notice of the appeal to the Board, and if the appeal is by an Owner who is not the submitting Owner, the appealing Owner must also give written notice to the submitting Owner within 10 days after the ACC's action. The Board shall determine the appeal within 14 days after timely notice of appeal is given. The determination by the Board is final.

3. **Records.** The ACC will maintain written records of all requests submitted to it and of all actions taken. The Board will maintain written records of all appeals of ACC actions and all determinations made. Any Owner may inspect the records of the ACC and Board, but no Owner may inspect or copy the interior floor plan or security system design of any other Owner.

4. **No Liability.** The Property Owners Association, the Board, the ACC, and their members will not be liable to any person submitting requests for approval or to any Owner by reason of any action, failure to act, approval, disapproval, or failure to approve or disapprove any request.

## 6. Assessments

A. *Authority.* The Property Owners Association may levy Assessments to promote the recreation, health, safety, and welfare of the residents in the Subdivision, to fund operating expenses of the Property Owners Association.

B. *Personal Obligation.* An Assessment is a personal obligation of each Owner when the Assessment accrues.

C. *Creation of Lien.* Assessments are secured by a continuing vendor's lien on each Lot, which lien is reserved by Declarant and hereby assigned to the Property Owners Association. By acceptance of a deed to a Lot, each Owner grants the lien, together with the power of sale, to the Property Owners Association to secure Assessments.

D. *Regular Assessments.* Regular Assessments are levied by the Board, annually, to fund the anticipated operating and maintenance expenses of the Property Owners Association. Until changed by the Board, the Regular Assessment is \$100.00 per year for Lots 1-4 and \$500 per year for lots 5-15.

E. *Changes to Regular Assessments.* Regular Assessments may be changed annually by the Board. Written notice of the Regular Assessment will be sent to every Owner at least thirty days before its effective date if it is changed.

F. *Special Assessments.* In addition to the Regular Assessments, the Board may levy Special Assessments for the purpose of funding the cost of any construction, reconstruction, repair, or replacement of any capital improvement on the Common Area or for any other purpose benefiting the Subdivision but requiring funds exceeding those available from the Regular Assessments. Special Assessments must be approved by the Members. Written notice of the terms of the Special Assessment will be sent to every Owner.

G. *Approval of Special Assessments.* Any Special Assessment must be approved by a majority vote at a meeting of the Members in accordance with the Bylaws.

H. *Fines.* The Board may levy a fine against an Owner for a violation of the Dedicatory Instruments as permitted by law.

I. *Subordination of Lien to Mortgages.* The lien granted and reserved to the Property Owners Association is subordinate to any lien granted by an Owner against a Lot not prohibited by the Texas Constitution. The foreclosure of a superior lien extinguishes the Property Owners Association's lien as to Assessments due before the foreclosure.

J. *Collection Costs, Attorney's Fees, and Expenses.* If the Property Owners Association complies with all applicable notice requirements, an Owner is liable to the Property Owners Association for all costs and reasonable attorney's fees incurred by the Property Owners Association in collecting delinquent Assessments, foreclosing the Property Owners Association's lien, and enforcing the Dedicatory Instruments.

K. *Judicial Enforcement.* The Property Owners Association may bring an action

against an Owner to collect delinquent Assessments, foreclose the Property Owners Association's lien, or enforce or enjoin a violation of the Dedicatory Instruments. An Owner may bring an action against another Owner to enforce or enjoin a violation of the Dedicatory Instruments.

## **7. Road Maintenance**

A. The cul-de-sacs known as Angler Court, Lake Cove Court and Shores Court as shown on the aforesaid plat are for the joint use of the owners of Lots 5 - 16 connecting to such, their successors, and assigns, for ingress and egress to and from the respective lots and for the installation of public utilities.

B. It is the responsibility of each present and subsequent lot owner to assist in keeping the road in a high state of maintenance and to respect the rights of the other property owners in its use. The roads will not be maintained by Polk County.

C. Maintenance cost to the roadway shall be borne in accordance with the percentage of ownership of the lots hereinabove set forth; the interest at this state being solely in the name of Lakeland Ranch, LLC. Percentage shall be divided equally for each lot owned, therefore, with the property subdivided into 12 lots that access the roadways, the ownership of each lot represents 1/12 of the maintenance cost to be shared. The developer shall carry all the responsibilities of a lot owner in proportion to the number of lots owned. If lots are combined in the future, the responsibility of each owner will not change.

D. When the roads need future repair, notice shall be provided to all the lot owners, and a minimum time of 30 days shall be allowed for payment to be collected from each owner. If payment is not made, the obligation of each lot owner to pay this assessment shall be a continuing lien upon the lot, subject only to the lien on a bona fide first mortgage upon the real property held by a reputable financial institution; and the lien may be enforced by the lot owners in all respects as though secured by a recorded deed of trust as provided by the laws of the State of Texas.

E. This instrument is to be recorded in the Polk County Official Public Records, and the Developer, and all future owners shall cause this information to be known in all subsequent sales. Failure of any subsequent purchaser to comply with this provision shall in no way diminish or impair the terms of this agreement and the conditions, benefits and obligations imposed and granted thereunder.

F. It is agreed that the road shall be kept free of all obstructions so as to be open for the passage of fire, police, and other emergency vehicles, personnel, or equipment at all times; and that the responsibility lies with the respective property owners, their agents, guests, and employees.

G. That the roadway shall be posted as a privately maintained road prior to the conveyance of properties, and shall remain posted in that manner at all times.



## 8. General Provisions

1. This Declaration runs with the land and is binding in perpetuity.
2. *No Waiver.* Failure by the Property Owners Association or an Owner to enforce the Dedicatory Instruments is not a waiver.
3. *Corrections.* The Board may correct typographical or grammatical errors, ambiguities, or inconsistencies contained in this Declaration, provided that any correction must not impair or affect a vested property right of any Owner.
4. *Amendment.* This Declaration may be amended at any time by vote of 67% percent of Owners entitled to vote on the amendment. An instrument containing the approved amendment will be signed by the Property Owners Association and recorded.
5. *Conflict.* This Declaration controls over the other Dedicatory Instruments.
6. *Severability.* If a provision of this Declaration is unenforceable for any reason, to the extent the unenforceability does not destroy the basis of the bargain among the parties, the unenforceability does not affect any other provision of this Declaration, and this Declaration is to be construed as if the unenforceable provision is not a part of the Declaration.
7. *Notices.* All notices must be in writing and must be given as required or permitted by the Dedicatory Instruments or by law. Notice by mail is deemed delivered (whether actually received or not) when properly deposited with the United States Postal Service, addressed (a) to a Member, at the Member's last known address according to the Property Owners Association's records, and (b) to the Property Owners Association, the Board, the ACC, or a managing agent at the Property Owners Association's principal office or another address designated in a notice to the Members. Unless otherwise required by law or the Dedicatory Instruments, actual notice, however delivered, is sufficient.

**Declarant:**

**Lakeland Ranch, LLC,  
a Texas limited liability company**

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BY: Gates Walcott, Managing Member

STATE OF TEXAS                    )  
COUNTY OF TRAVIS                )

This instrument was acknowledged before me on June \_\_\_\_\_, 2024, by Gates Walcott as Managing Member of Lakeland Ranch, LLC, on behalf of said entity.

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Notary Public, State of Texas