

2022 RESTATED AND AMENDED
RESTRICTIVE COVENANTS FOR LAKE LIVINGSTON AIR PARK

THE STATE OF TEXAS

KNOWN ALL MEN THESE PRESENTS

COUNTY OF POLK

A. RECITATIONS

WHEREAS, First Texas Equities, Inc., a Texas Corporation, (the "Original Developer"), was the developer of that certain restricted subdivision situated within Polk County, Texas, known as the "Lake Livingston Air Park," (the "Subdivision"), pursuant to those certain plats filed of record Vol. 10, page 1, of the Plat Records of Polk County, Texas, on or about November 12, 1985, and as may have been amended; and

WHEREAS, said Original Developer did file and establish uniform covenants and conditions running with the land, upon all the property situated within the Subdivision, pursuant to those "Restrictive Covenants of Lake Livingston Air Park" (the Original Restrictions"), dated November 21, 1985, and filed at Vol. 526, page 495, et seq., Official Public Records of Polk County, Texas; and

WHEREAS, the Original Restrictions provided that the Original Developer specifically reserved "the right, at its sole option and discretion, to amend and/or waive, in total or in part, any of the covenants, conditions and restrictions contained herein, without prior notice to, or the prior consent of, any owner of any tract or lot in the subdivision, at any time that Declarant deems such amendment and/or waiver necessary or desirable;" and

WHEREAS, the Original Developer did file that certain document titled "Modification of Restrictive Covenants" (the Original Restrictions and the modifications, as referenced in this document, are hereafter collectively referred to as the "Restrictions"), dated February 10, 1988, and filed at Vol. 653, Page 244, et seq., Official Public Records of Polk County, Texas, which document and plat attached thereto and filed therewith, subdivided Tract 5 into six smaller tracts, and amended Deed Restriction 7 concerning the minimum square footage requirements of buildings situated in the Subdivision; and

WHEREAS, the Original Developer, pursuant to that certain "Assignment of Restrictive Covenants of Lake Livingston Air Park," did grant, transfer, assign and convey to Lake Livingston Air Park, Inc., (the "First Successor Developer"), its successors and assigns, all of the Developer's rights, title, interest and privileges related to the Restrictions, said Assignment dated April 13, 1993, and filed on April 13, 1993, at Vol. 884, page 306, et. Seq., Official Public Records of Polk County, Texas; and

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WHEREAS, the First Successor Developer, by that certain document titled "Architectural Committee of Lake Livingston Air Park" appointed John Johnson, Elaine Johnson, and Arthur Barkus as the three members of the Architectural Committee for the Subdivision, said document being dated May 7, 1993, and filed at Vol. 886, page 663, et. Seq., Official Public Records of Polk County, Texas; and

WHEREAS, the First Successor Developer, by that certain document titled "Second Modification of Restrictive Covenants of Lake Livingston Air Park," made certain modifications to Restriction Nos. 7 and 8, (to prohibit placement of any additional mobile homes or house trailers on residential or commercial lots), and Restriction No. 11, (which added mobile homes and house trailers to list of prohibited items which shall not be attached to any property in subdivision), which document was dated May 7, 1993, and filed at Vol. 886, page 663, et. Seq., Official Public Records of Polk County, Texas; and

WHEREAS the First Successor Developer did file that certain document titled "Modification of Restrictive Covenants," dated September 16, 1993, and filed on same date at Vol. 901, page 244, et. Seq., Official Public Records of Polk County, Texas, which document subdivided Tracts 53 and 52 into six smaller tracts; and

WHEREAS, the First Successor Developer, pursuant to that certain "Assignment of Restrictive Covenants of lake Livingston Air Park," did grant, transfer, assign and convey to Praise Ministries, Inc., d/b/a People Ministries, Inc., (the "Second Successor Developer"), its successors and assigns, all of the First Successor Developer's rights, title, interest and privileges related to the Original Restrictions and the Modified Restrictions, said Assignment dated November 24, 1997, and filed on November 25, 1997 at Vol. 97-1078, page 197, et. seq., Official Public Records of Polk County, Texas; and

WHEREAS, the Second Successor Developer, pursuant to that certain "Assignment of Restrictive Covenants of Lake Livingston Air Park," did grant, transfer, assign and convey to Monte Gray, (the "Third Successor Developer"), its successors and assigns, all of the Second Successor Developer's rights, title, interest and privileges related to the Original Restrictions and the Modified Restrictions, said Assignment dated August 15, 2002, and filed on August 26, 2002, at Vol. 2002-1285, page 567, et. seq., Official Public Records of Polk County, Texas; and

WHEREAS the Third Successor Developer did file that certain document titled "Modification of Restrictive Covenants," dated December 13, 2005, and filed on January 5, 2006, at Vol. 2006-1487, page 272, et. seq., Official Public Records of Polk County, Texas, which document amended the Restrictions to allow Tract Two "to be used for commercial, industrial or residential use, or any combination thereof"; and

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WHEREAS, the Third Successor Developer, pursuant to that certain "Assignment of Restrictive Covenants of Lake Livingston Air Park," did grant, transfer, assign and convey to Daniel E. Baker and Bobbie C. Baker, (the "Fourth Successor Developer"), its successors and assigns, all of the Third Successor Developer's rights, title, interest and privileges related to the Original Restrictions and the Modified Restrictions, said Assignment dated August 11, 2007, and filed on September 24, 2007, at Vol. 2007-1605, page 258, et. seq., Official Public Records of Polk County, Texas; and

WHEREAS, the Fourth Successor Developer, pursuant to that certain "Assignment of Restrictive Covenants of Lake Livingston Air Park," did grant, transfer, assign and convey to DELTA BRAVO PROPERTIES, LLC, (the "Fifth Successor Developer"), its successor and assigns, all of the Fourth Successive Developer's rights, title, interest and privileges related to the Original Restrictions and the Modified Restrictions, said Assignment dated January 5, 2010, and filed on February 12, 2010, at Vol. 2010-1734, page 911, et. seq., Official Public Records of Polk County, Texas; and

WHEREAS, the Fifth Successor Developer, DELTA BRAVO PROPERTIES, LLC., did, pursuant to that certain document titled "Restated and Amended Restrictive Covenants for Lake Livingston Air Park, which Restated and Amended Restrictive Covenants for Lake Livingston Air Park ("2010 Amended Restrictions"), were executed on May 17, 2010, and filed at Vol. 2010-1747-694, et. seq., Official Public Records of Polk County, Texas; and

WHEREAS, the 2010 Amended Restrictions, Paragraph 18, provided for amendment of the restrictions by Declarant, the Declarant being DELTA BRAVO PROPERTIES, LLC., together with the Assignment of such right to the Lake Livingston Air Park Property Owners Association; and

NOW THEREFORE, the Lake Livingston Air Park Property Owners Association, hereafter referred to as the "Association" and/or "the Property Owners Association," pursuant to the authority contained in the Original Restrictions to "amend and/or waive, in total or in part, any of the covenants, conditions and restrictions contained herein, without prior notice to, or the prior consent of, any owner of any tract or lot in the subdivision, at any time the Association deems such amendment and/or waiver necessary or desirable" does hereby make and file these "2015 Restated and Amended Restrictions for Lake Livingston Air Park," incorporation the prior assignment of rights of the Declarant to the Association of the right to amend these covenants, conditions and restrictions.

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12. "Associate Member" is a person or individual(s) who does not own property in the Lake Livingston Airpark Estates. An Associate Member must comply with all Deed Restrictions and By-laws of the subdivision inclusive of all fees and rules. An Associate Member does not have voting privileges in the Property Owners Association. **(Amended October 1, 2022)**

C. RESERVATIONS

1. There is reserved unto the Association, their successors and assigns, the roadways, taxiway, tie-down ramp, and street easements as shown upon the plats of the subdivision. Such roadways, taxiway, tie-down ramp and/or street easements shall be reserved by The Association for the use and benefit of the Association, their successors and assigns and for each tract, or lot owner in the subdivision and shall be used for the purposes of the free and uninterrupted use, liberty and easement of such persons in common with one another.

2. There shall be reserved all utility easements and drainage easements as shown on the plat of said subdivision, and an easement over all streets and lot lines, for the purpose of installing, using, repairing and maintaining (1) any public utilities, water and sewer lines, electric lighting and telephone poles, lines and drainage ditches, (2) any structures and/or any equipment necessary for the performance of any public or quasi-public service and function, and (3) for all other purposes incident to the development and use of said property as community unit, with the right of access thereto for the purpose of further construction, maintenance and repairs. Such right of access to include the right, without liability on part of any one of all of the owners or operators of such utilities, to remove any or all obstructions located on said easement and right-of-way caused by the location of trees, brush, fences, shrubs or other obstructions which in their opinion may cause interference with the installation and/or operation of their facilities. Such easement shall be for the general benefit of the subdivision, and property owners thereof, and are hereby reserved and created in favor of The Association, its successors and assigns, and all utility companies entering onto and upon said property for the purposes aforesaid. There is also reserved for the use of all public utility companies an unobstructed aerial easement five feet (5') wide from a plane fifteen feet (15') above the ground upward, located adjacent to the said easements reserved hereby.

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3. The Association reserves unto itself, its successors and assigns, the exclusive right at all times to use any and all areas reserved or dedicated as a public utility easement or street for the purpose of laying, placing or constructing, installing, maintaining or repairing all kinds and types of water lines, mains or pipes, as well as all other equipment necessary or incidental to the operation and maintenance of any water service and/or supply system, and its appurtenances to service, furnish or supply this subdivision with water.
4. Daniel Baker and Bobbie Baker (or Delta Bravo Properties LLC), having previously reserved the right to assign part or all their rights to the Association, have previously assigned such rights to the Association.

RESTRICTIONS

1. Enforcement of Deed Restrictions

- a) Subject to the provisions of the (d) of this paragraph, if any person or entity, as defined hereinafter, whether lawfully in possession of any real property hereunder, shall either (1) violate or attempt to violate any restriction or provision herein or (2) suffer to be violated (with respect to the real property in which such person or entity has rights other than the rights granted by this sentence) any restriction or provision herein, it shall be lawful for the Association, and/or any person or entity, as defined hereinafter, possessing rights with respect to any real property hereunder, to prosecute any proceedings at law or in equity against any such person or entity violating, attempting to violate and/or suffering to be violated any restriction or provision herein to (1) prevent such violation, (2) recover damages of other dues for such violation, and (3) recover court costs and reasonable attorney's fees incurred in such proceedings. "Person or entity," as used in the immediately preceding sentence hereof, shall include, but shall not be limited to, all owners and purchasers of any real property hereunder, as well as all heirs, devisees, assignees, legal representatives and other persons or entities who acquire any of the rights (with respect to the real property hereunder) of the owner or purchaser of any real property hereunder.
- b) The Property Owners Association has the right, but not the exclusive duty, to take action to enforce any violation of these deed restrictions.

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- c) Neither the Architectural Committee nor the members of said Committee, nor the directors nor officers of the Lake Livingston Air Park Property Owners Association, shall have any liability or responsibility at law nor in equity on account of the enforcement of, or on account of the failure to enforce, these restrictions. An exercise of discretionary authority by the Property Owners Association concerning a restrictive covenant is presumed reasonable unless the court determines by a preponderance of the evidence that the exercise of discretionary authority was arbitrary, capricious, or discriminatory.
- d) Notwithstanding any other provisions hereof, the Property Owners Association shall not be liable nor subject to any proceeding at law or in equity on account of any violation or attempted violation of any restriction or provision herein which occurs during such time as there is in force a contract to purchase the property where such violation or attempted violation takes place.

2. The violation of any restriction or covenant herein shall not operate to invalidate any mortgage, deed or trust, of other security instruments, or any part thereof, but such liens may be enforced against all property covered thereby, subject nevertheless to the restrictions herein. Any violation of any one or more of these covenants shall in no way affect any other covenants, restrictions or conditions, but all such covenants, restrictions or conditions shall continue and remain in force and effect.

3. As used herein, the term "Residential Structure or Building" shall mean a newly constructed on-site permanent home, and the term "Commercial Building" shall mean a structure built on-site any commercial tract located in the subdivision.

4. Liability of Owners to Owners' Families and Guests. All lot owners shall be liable for any injury to themselves, any of their family, guests, or third parties, while in or on any of the roads, lakes or playground or property of said subdivision or Property Owners Association, and the Property Owners Association shall not be liable for any such injury.

5. All accessory buildings or outbuildings must be approved by the Architectural Committee and should be of the same architecture design as the home. With the approval of the Architectural Committee, an accessory building or outbuilding can be added after the completed structure of the single-family dwelling (house, hangar or hangar home). Any accessory buildings, or outbuildings, must contain a minimum of 200 square feet. The property is not to be a storage facility and shall not contain a storage building alone. One building must have a hangar door for the storage of an airplane. **(Amended October 1, 2022)**

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6. No residential or commercial building, structure, or hangar shall be erected, placed or altered on any tract in said subdivision until the building plans, specifications and the plot plan showing the location of such building, structure, or hangar have been approved in writing as to conformity and harmony of external design with existing structures in said subdivision, and as to their location in respect to topography and finished ground elevation, by the Architectural Committee herein provided. There shall be a limit of one (1) aircraft hangar per lot. **(Amended October 1, 2022)**. Structures, as that term is used herein, shall be held to include all outside outbuildings, fences, walls, playground equipment and all other improvements. Under no circumstances shall any dams or similar structures be placed across or obstruct any stream, gully creek or watershed running through the subdivision. In the event the ACC fails to approve or disapprove such plans within thirty (30) days after said plans and specifications have been submitted to the ACC then such approval will not be required and this covenant shall be deemed to have been fully complied with; provided, however, if the ACC, upon review of the plans, request additional information, the ACC may provide a period within which such additional information is to be provided, in which event the thirty (30) days shall be extended as set forth in the ACC's request for additional information. The members of the ACC shall be appointed by the Board of Directors of the Association. The Board of Directors shall have the authority to develop, adopt and enforce architectural guidelines, by resolution duly adopted, which architectural guidelines shall be filed of record with the County Clerk of Polk County, Texas. Neither the members of such ACC, nor its designated representative, shall be entitled to any compensation for services performed pursuant to this covenant.'

7. No residential structure or building shall be placed on any residential tract unless its living area has a minimum of living area exclusive of porches or garages as follows: 1500 square feet for a single-family story residence. Any commercial building, if allowed on a particular tract, must contain a minimum of 1000 square feet of floor space, exclusive of hangar homes, under the roof. Any hangar home shall not require a minimum square foot living area. Any auxiliary building must contain a minimum of 200 square feet. **(Amended October 1, 2022)**.

8. Only on-site built homes shall be allowed on any tract. No Mobile Home, doublewide, prefabricated, non-site manufactured, previously constructed or House Trailer shall be place on any residential tract.

9. All buildings, structures, residences or hangars shall be located no nearer than thirty feet (30') from the center line of the road, as established by the plat for the subdivision. No buildings, structure, residence or hangar shall be located nearer than five feet (5') to any side or back boundary line. Set Back Lines. No building or structure, other than a fence, shall be located nearer to the side street line than five (5) feet or nearer the side lot line or rear lot line

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than five (5) feet. "Side Lot Line," as used in this paragraph, in respect to any two or more contiguous whole and/or fractional lots owned by, and/or under contract to be conveyed by the Developer to the same person or persons and used as a single building site, shall thereafter mean, respectively, each and/or either of the two outermost side lot lines, considering said contiguous whole and/or fractional lots as one lot. No building or structure shall be located nearer to the front lot line than thirty feet (30').

10. The Architectural Committee, by written permission, may adjust any set-back line if the above prescribed distances are not feasible, considering the terrain and topography of the lot, or for any other reason which the Architectural Committee deems fair and reasonable under the existing circumstances.

11. No tent, shack, garage, barn or other building, outbuilding or structure of a temporary character shall at any time be attached to any property in the subdivision, or to be used as a residence, temporarily or permanently; nor shall any structure ever be moved unto, or permitted to remain on, any track except during the construction of a permanent house, hangar, hangar home or commercial building. No trucks or equipment used for construction purposes may be parked or stored on a residential tract or the street adjoining it except during the actual construction of a residence or hangar on that tract. Travel trailers, recreational vehicles, motorhomes and other similar type vehicles are allowed for camping on weekend, holiday and vacation periods, any of which such trailer, recreational vehicle, motorhome, or other similar type vehicle used as provided by this Restriction No. 11, shall be removed from the tract at the end of such weekend, holiday and/or vacation period. Travel trailers, recreational vehicles, motorhomes and other similar type vehicles may be stored under the roof next to the existing structure, if approval of the Board of Directors is obtained prior to the storage of such travel trailers, recreational vehicles, motorhomes, or other similar type vehicles. At no time will the stored travel trailer be used as a residence.

12. No residential or commercial building, structure or hangar consisting of wood frame construction shall be erected on any tract unless same shall at the time of its construction receive at least one coat of quality grade paint.

13. All residential and commercial buildings, residences or hangars shall be completed within six (6) months from the date of the beginning of its construction, unless such period is extended in writing by the Architectural Committee.

14. Tracts One (1), Two (2), and Fifty-four (54), fronting F.M. Highway 350, and Tracts Thirty-Nine (39), Forty (40), Forty-One (41), Forty-Two (42), Forty-Three (43) and Forty-Four (44), which fronts on the Taxiway, may be used for commercial, industrial or residential purposes, provided that such use for through-the-fence complies with all FAA/FAR guidelines.

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15. All aircraft shall be stored and kept in an approved enclosed hangar and out of general view. Parking of aircraft outside of an enclosed hangar more than thirty (30) days is prohibited. **(Amended October 1, 2022).**

16. All residences, whether commercial or residential, hangars and other buildings or structures must be kept in good repair and condition and must be painted and/or otherwise maintained when necessary to preserve the attractiveness thereof.

17. No tract, other than the tracts fronting F.M. Highway 350 or the taxiway described above, shall be used except for residential purposes. The term "residential purposes," as used herein shall be held and construed to exclude hospitals, clinics, duplex houses, apartment houses, boarding houses, hotels and all other commercial uses, and all such uses of said property are hereby expressly prohibited, unless otherwise stated or allowed herein. No building shall be erected, altered, placed or permitted to remain on any residential tract other than a single-family dwelling, hangar home or hangar.

With approval of the Board of Directors, an auxiliary building may be added after the completed structure of the single-family dwelling. The property is not to be a storage facility and shall not contain a storage building alone. One building must have a hangar door for the storage of an airplane. Rental or lease of the lot and residence thereon for any period 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 these Deed Restrictions.

18. Amendment Rights. The Association shall have the right at any time thereafter to make such changes in or waivers of any or all of the above restrictions, conditions, covenants, as the Property Owners Association in its sole discretion may deem reasonably necessary or desirable, subject to the approval of the Property Owners Association's members by a majority vote (with each property owner having one (1) vote, regardless of the number of lot(s) owned) in favor of such change in or waivers of any or all of the restrictions, conditions, and covenants, by the members of the Property Owners Association at a special or annual meeting at which a quorum is had, and at which special or annual meeting specific notice of such reasonable changes in or waivers of any or all of the above restrictions, conditions, covenants is given.

19. In the event any owner of a tract or tracts located in the subdivision, due to construction activities carried on by such owner, or such owner's contractors, subcontractors, agent, employees or assigns, causes substantial damage to any road, street, utility lines or easements or any other portion of the subdivision, then such lot owner causing such damage shall be liable to the Association, its successors or assigns, and upon assignment of Developer's Rights to the Association, for the repayment of such damage. However, such

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With approval of the Board of Directors, an auxiliary building may be added after the completed structure of the single-family dwelling. The property is not to be a storage facility and shall not contain a storage building alone. One building must have a hangar door for the storage of an airplane. Rental or lease of the lot and residence thereon for any period 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 these Deed Restrictions.

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19. In the event any owner of a tract or tracts located in the subdivision, due to construction activities carried on by such owner, or such owner's contractors, subcontractors, agent, employees or assigns, causes substantial damage to any road, street, utility lines or easements or any other portion of the subdivision, then such lot owner causing such damage shall be liable to the Association, its successors or assigns, and upon assignment of Developer's Rights to the Association, for the repayment of such damage. However, such

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liability on the part of such tract owner shall not operate to exclude any contractor, subcontractor, agent, employee or assignee from any liability for such damage.

20. No outside privies or toilets shall be permitted in this subdivision. All toilets shall be inside the house, building or hangar, and prior to its occupancy, the same shall be connected to a central sewage disposal system if there is one in existence at such time to serve the subdivision. But if no central sewage disposal system is in existence at such time, then all such toilets shall be connected to a holding tank, septic tank, or aerobic system at the expense of the property owner. All systems shall be constructed and maintained in accordance with the requirements of the Texas Department of Health and State Services, or any other state or federal agency or governmental authority having jurisdiction of such matters and shall be subject to the inspection and approval of such authority.

21. The drainage of sewage into a road, street, alley, ditch or any waterway, either directly or indirectly, or the seepage from or overflow of any septic tank and/or aerobic system or holding tank, onto the surface of any lot or tract covered hereby is prohibited. However, this provision shall not apply to the discharge of effluent from sewage treatment plant serving this subdivision. Upon approval by the ACC and any governmental agency, a property owner may install an aerobic system that recycles septic system water.

22. Not tract shall be used or maintained as a dumping ground for rubbish, trash, garbage or other wastes. Garbage and waste material shall not be kept except in sanitary containers. Incinerators or other equipment for the disposal of such waste materials shall not be permitted. The property owner is responsible for proper removal of all rubbish, trash, garbage or other waste.

23. Restricting or blocking aircraft movement by placing trash or trash cans for commercial pickup along any road or taxiway is prohibited. The parking of vehicles along any road or taxiway is prohibited. This does not prohibit the temporary parking of vehicles for the purpose of loading and unloading materials or other such items. **(Amended October 1, 2022).**

24. No livestock shall be raised, bred or kept on any tract. "Livestock" is defined as any four (4) legged animal and does not include poultry although there will be free range poultry, and they shall be kept in their own shelter behind an existing structure. Chickens should not be raised or kept for sale in large numbers. Only six (6_) chickens are allowed and no rooster – only egg laying hens are allowed. "Livestock" does not include dogs, cats or other household pets, if they are not kept, bred or maintained for any commercial purposes, and provided they do not become a danger or a nuisance to other tract owners. However, aggressive dogs as defined by the Association are prohibited.

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25. Lot Maintenance

- a) All lots shall be kept clean and free of any boxes, rubbish, trash or other debris and inoperative cars, vans or buses.
- b) Grass and weeds may not exceed twelve inches in height. Refrigerators and other large appliances shall not be placed outdoors.
- c) No noxious and offensive trade or activity shall be carried on upon this property, nor shall anything be done thereon which may become an annoyance or nuisance to the neighborhood such as allowing junk automobiles or excessive garbage and trash accumulation on the property.
- d) The Property Owners Association shall have the right to enter the property where a violation exists under this paragraph and remove the incomplete structure or other items at the expense of the offending party. Prior to such entry and correction of the restriction violation, the property owners shall be given thirty (30) days' notice of the violation and an opportunity to cure the violation. If the violation is not corrected in that period, or such period as may be agreed upon by the lot owner and the Property Owners Association, the Property Owners Association shall have the right to correct such deed restriction violation, and if the cost of such correction is not paid within thirty (30) days of invoice, then a contractual lien is retained against the property as security for such expense, together with any legal fees and costs incurred in enforcing this restriction, and the Property Owners Association shall have the right to judicially foreclose the lien securing such expense, legal fees and costs incurred in enforcing this restriction.
- e) If the property owner fails to maintain his/her property in an attractive manner or violates a Deed Restriction or Restrictive Covenant, the Property Owners Association can exercise "self-help remedies" to remediate and/or correct the violation(s). In such event the Property Owners Association will assess the cost of such remedies against the property owner. Prior to performing self-help remedies, the Property Owners Association will provide prior written notice to the property owner. **(Amended October 1, 2022).**

26. No interest in any oil, gas or other minerals in, on, under or that may be produced from the property will be conveyed by The Association, all such interest in the same having been expressly reserved by The Association's predecessors in title.

27. No sign of any kind shall be displayed to the public view on any non-commercial tract except signs used by The Association or its assigns or successors in the sale of the tracts in said subdivision, or signs used by builders to advertise any property during any construction and sales period. Nothing in this restriction is to prevent the use of signs as authorized by

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Section 202.009, Texas Property Code, concerning the display of political signs. Political signs may only be displayed as provided for by Section 202.009.

28. No building material of any kind shall be placed or stored upon any tract except during construction; and then such material shall be placed within the property lines of the tract on which the improvements are to be erected.

29. Drainage structures under private driveways shall have a net drainage opening of sufficient size to permit the free flow of water, without backwater, and the size and length of any culvert must meet with county specifications.

30. No unsightly boats, trucks, cars or other types of vehicles shall be stored or kept for the purpose of repair on any tract or street.

31. The digging of dirt, or the removal of any dirt, from any tract is expressly prohibited, except, when necessary, in conjunction with the landscaping or site development of such tract, or in conjunction with the construction being done on any such tract.

32. Each owner of a tract in this subdivision shall have the option to either tie into the water company, when same is established, or to provide their own water well within the county laws regarding water wells.

33. Each owner or owners of a tract located in the subdivision, including The Association, and their heirs, successors, assigns, guests, invitees, and/or any other occupier of any such tract, shall except same expressly subject to any and all ordinances, regulations and/or statutes now in effect or hereafter promulgated by The Federal Aviation Agency, The Texas Airport Commission, the City of Livingston, or any other similar state, federal, and/or municipal authority or agency having jurisdiction over the operation and maintenance of aircraft. Furthermore, each such owner or occupier shall strictly adhere to the maximum structure height requirements promulgated by the Federal Aviation Agency, the Texas Airport Commission, the City of Livingston, Texas, or any other subdivision thereof, or any committee appointed by the City of Livingston, Texas and formed in connection with the management and/or regulation of the City of Livingston Airport. Any owner of the tract in the subdivision who desires to use the adjoining City of Livingston, Texas airport must comply with all regulations and requirements promulgated by the City of Livingston, Texas prior to usage of the airport facilities.

34. Aircraft Operations and Visitors

- a) Moving aircraft shall always have the right of way. Automotive traffic must yield to aircraft on dual use streets or roads and all taxiways and crossings.

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- b) Aircraft shall “run-up” only in areas designated by the Association, but in any event the “run-up” shall not be done in such a manner as to cause inconvenience or damage to property of others.
- c) In any event, no low-level flying stunts or other hazardous activities will be permitted about or over the subdivision. Each owner is required to strictly observe all Federal, State and Local statutes, regulations or ordinances relative to the operations of civil aircraft.
- d) Visiting aircraft pilots, together with the occupants of their aircraft shall comply with all the provisions of these Declarations/Restrictions with the respect to aircraft and otherwise. **(Amended October 1, 2022)**

35. Property Owners Association

- a) Every property owner in the Subdivision shall be a member of the Property Owners Association, and the Property Owners Association shall be a property owners association as defined by the Texas Property Code. The Board of Directors of the Property Owners Association shall have the right 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 Property Owners Association, upon a vote by the majority of the Board of Directors of the Property Owners Association at the 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 Property Owners Association, as well for enforcement of any other deed restriction violation.
- b) Any lot owner who brings a lawsuit against the Property Owners Association alleging a violation of any duty of the Property Owners Association to enforce the deed restriction, or alleging any claims and/or causes of action against the Property Owners Association, or any director, officer and/or agent of the Property Owners Association, shall be liable to the Property Owners Association for any legal fees and costs incurred in defending such lawsuit.
- c) Notwithstanding any provision to the contrary, nothing herein or in the plats above referenced shall be deemed, interpreted or construed as imposing any obligation or obligations whatever upon the Property Owners Association, and the Property Owners Association shall not be liable under any provision hereof or thereof for any charge, assessment, breach, act or omission to act.

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36. Maintenance Fees.

- a) The owners of lots purchased in said Subdivision shall pay a Maintenance Fee in the sum of FIVE HUNDRED and no/100 (\$500.00) DOLLARS per lot, on the 1st day of January of each year to the Property Owners Association to be used for the upkeep of the roads, parks and common facilities in said Subdivision as set out in the plat of said Subdivision. Said Maintenance Fee shall be secured by a lien against said lot in favor of the Property Owners Association, and failure to pay said assessment shall constitute a lien against said lot. This lien is in the form of an assessment to run with the ownership of said lots. The Maintenance Fee shall be deemed delinquent if not paid by February 1st of the year in which such maintenance fees are due. **(Amended March 1, 2025)**
- b) The amount of the annual maintenance fee may be adjusted as shall be determined by a majority vote of the members, represented in person or by proxy of the Property Owners Association at the annual meeting of the Property Owners Association, at which a quorum of the members, represented in person or by proxy, is obtained.
- c) Notice shall be given to all lot owners of said annual meeting and of the proposed annual maintenance fee to be determined for the next fiscal year. In the event the proposed maintenance fee fails to obtain the necessary votes at the annual meeting, then the maintenance fee for the next fiscal year shall remain at the same amount as then currently set, but in no event to be less than ONE HUNDRED TWENTY and no/100 (\$120.00) DOLLARS per year. Said assessments shall be in the form of a covenant to run with the ownership of the said lots. It is expressly provided that the Vendor's Liens established by the original restrictions shall remain in full force and effect.
- d) The maintenance fund shall, to the extent available, be applied to the payment of maintenance expenses and/or construction costs incurred for any or all 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.

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- b) Payment of legal fees and court costs of the Property Owners Association; and performing any other thing necessary or desirable in the opinion of the Board of said Property Owners Association to keep the property neat and in good order or which considered of general benefit to the owners or occupants of the Subdivision including any expenses incurred in enforcing any provisions of the restrictions, including any amendment thereto, on file in the County Clerk's office in Polk County, Texas.

37. It is expressly agreed and understood that the lien herein mentioned which exists to secure the payment of the said annual maintenance charge against this property, shall at all times be and remain a second and subordinate lien to any mechanics and materialman's lien and/or deed of trust lien which may be hereafter created upon and against said property or any part thereof, and any consolidation, renewal or extensions thereof; only when said maintenance charge is paid up to its current date, and when said liens or other indebtedness is made for the purpose of paying for the costs of building on said property.

38. No lot may be subdivided without the consent of the Association and the County Commissioners of Polk County. **(Amended October 1, 2022.)**

39. No tract or lot, or any part thereof, shall be used for a street, access road or public thoroughfare, to access any adjoining property to the Subdivision and to access the Livingston Municipal Airport without the prior written consent of the Property Owners Association. The only ingress and egress in and out of the Subdivision, for motor vehicles (other than an airplane) shall be from FM 350 to Air Park Drive. Any airplane shall only use the taxiway to access the runway at the Livingston Municipal Airport.

40. Due to the nature of the Subdivision having access to the Livingston Municipal Airport in agreement with the City of Livingston, and pursuant to Federal Aviation Administration regulations, no person shall access the Livingston Municipal Airport through any existing lot in the Subdivision, except through the one existing access point from the Subdivision to the Livingston Municipal Airport.

END

2022 RESTATED AND AMENDED
RESTRICTIVE COVENANTS FOR LAKE LIVINGSTON AIR PARK

These 2022/2025 Restated and Amended Restrictive Covenants for the Lake Livingston Air Park were approved by the Association pursuant to Deed Restriction 18, entitled "Amendment Rights" by a majority vote (with each property owner having one (1) vote, regardless of the number of lot(s) owned) of the members, in favor of such change in or waivers of any or all of the restrictions, conditions, and covenants, by the members of the Property Owners Association at a special or annual meeting at which a quorum was had, and at which special or annual meeting specific notice of such reasonable changes in or waivers of any or all of the above restrictions, conditions, covenants is given. Such meeting and approval were done on the 1st day of October, 2022.

These 2022/2025 Restated and Amended Restrictive Covenants for Lake Livingston Air Park are executed on this 16th day of October, 2025 and effective upon filing with the Polk County Clerk's Official Records.

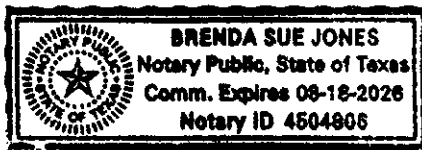
LAKE LIVINGSTON AIR PARK PROPERTY
OWNERS ASSOCIATION, INC.

By: [Signature]
President

STATE OF TEXAS *

COUNTY OF POLK *

BEFORE ME, the undersigned authority, on this day personally appeared Steven R. Behrends, President of LAKE LIVINGSTON AIR PARK PROPERTY OWNERS ASSOCIATION, INC., known to me to be the person whose name is subscribed to the foregoing instrument and acknowledged to me that he/she executed the same for the purposes and consideration therein expressed and in the capacity therein stated.



[Signature]

Brenda Jones
NOTARY PUBLIC, STATE OF TEXAS

Commissions Expires: 8-18-2026