

**RESTATED AND AMENDED**  
**RESERVATIONS, RESTRICTIONS, AND COVENANTS**  
**FOR**  
**LAKE LIVINGSTON ESTATES, SECTION 3**  
**PROPERTY OWNERS' ASSOCIATION,**  
**POLK COUNTY, TEXAS**

THE STATE OF TEXAS \*  
COUNTY OF POLK \*

**\* KNOW ALL MEN BY THESE PRESENTS:**

**WHEREAS** the property and lots that together comprise the Lake Livingston Estates, Section Three, Property Owners' Association Subdivision are described and recorded as follows:

a subdivision of 50.7 acres out of the Calvin Barco Survey, Abstract 101, Polk County, Texas, being more particularly described by metes and bounds in a deed recorded in Volume 222, Pages 346, et seq, Deed Records of Polk County, Texas; and

**WHEREAS**, Lands Unlimited, Inc., with its principal office in Livingston, Polk County, Texas, (hereinafter called "Developer") being the record owner of that certain tract of land which has heretofore been platted into that certain subdivision known as "Lake Livingston Estates #3 Subdivision", (hereinafter called "Lake Livingston Estates #3" and/or "Subdivision") in Polk County, Texas, according to the plat of said subdivision recorded in the office of the County Clerk of Polk County, Texas on June 28, 1967, after having been approved as provided by law, and being filed under County Clerk's File No. 10283 and recorded in the Official Public Records of Polk County, Texas, at Volume 223, Page 562, reference to which is hereby made for all purposes; and

**WHEREAS**, L.L.E. SECTION III OWNERS ASSOCIATION, INC. have filed a Certificate of Formation with the Texas Secretary of State chartering and incorporating the L.L.E. SECTION III OWNERS ASSOCIATION, INC. as a non-profit organization as described by Texas state law and having been approved by Texas Secretary of State, under charter number 407211, dated June 6, 1977; and

**WHEREAS**, Lands Unlimited, Inc. and Lake Livingston, Inc. have GRANTED, SOLD, and CONVEYED unto L.L.E. SECTION III OWNERS ASSOCIATION, INC. all property described herein, with rights to own and manage said property described above and Warranty Deed having been filed with the County Clerk's Deed Records Volume 379, page 753, on June 17, 1980; and

**WHEREAS**, Lands Unlimited, Inc. and Lake Livingston, Inc. have ASSIGNED unto L.L.E. SECTION III OWNERS ASSOCIATION, INC. all maintenance fees and responsibility for maintenance of said roads, boat ramps, and all other improvements in the Lake Livingston Estates, Section Three subdivision, duly agreed, signed and notarized on January 23, 1981; and

**WHEREAS**, the deed to the aforesaid land contains the following restrictive covenants, easements, reservations, charges and conditions, which are a part of a general development scheme of the land referred to in this agreement and shall run with and bind the land conveyed hereunder; and

**WHEREAS**, L.L.E. SECTION III OWNERS ASSOCIATION, INC. have filed a Certificate of Formation with the Texas Secretary of State chartering and incorporating the LAKE LIVINGSTON ESTATES #3 PROPERTY OWNERS' ASSOCIATION as a non-profit organization as described by Texas state law and having been approved and filed by the Texas Secretary of State, under charter number 40721101, dated February 23, 2012;

**THEREFORE**, these Reservations, Restrictions, and Covenants are herein restated and amended reflecting organizational changes, Texas law changes, and agreed modifications to subdivision restrictions as of April 20, 2013.

#### **A. Reservations**

1. The Lake Livingston Estates #3 Property Owners' Association (the Association), its successors or assigns, reserves the right to enter upon the land conveyed at any time to preserve the Reservations, Restrictions, and Covenants or agreements herein contained. Failure to enforce any restriction, condition, covenant or agreement herein contained shall in no event be deemed as waiver of a right to do so thereafter, as to the same breach or as to one occurring prior or subsequent thereto, and invalidation of any one of these covenants, or part thereof, by judgment or court order shall in no way affect any of the other provisions, or part thereof, which shall remain in full force and effect, and/or any written approval by the Grantor, its successors and assigns, of any act shall be subject to any Municipal, County, State or Federal rules, regulations or laws.
2. The Association, for itself, its successors and assigns, hereby reserves the right without further assent or permit from the Grantee, his, her, their, or its successor in title, to itself or to grant to any public utility company, municipality or water company, the right to erect and lay or cause or permit to be erected, laid, maintained, removed, or repaired in all roads, streets, avenues or ways on which said above described lot abuts, or upon any part of said lot at the election of Grantor, electric light, telephone and telegraph poles and wires; water, sewer and gas pipes and conduits, catch basins, surface drains and such other customary or usual appurtenances as may from time to time in the opinion of the Association or any public utility company, water company or municipality be deemed

necessary or useful in connection with the beneficial use of said roads, streets, avenues and ways, and only in and on said lot hereinafter described when necessary to effectuate any of the foregoing purposes, and all claims for damages, if any, by the construction, maintenance and repair thereof, or on account of temporary or other inconvenience caused thereby against the Association, or any public utility company or municipality or any of its agents or servants are hereby waived by the Association for his, her, their, its successors in title.

3. The land to be conveyed hereunder shall be only the surface estate and shall be subject to prior reservations of all minerals in and under the property and premises conveyed hereby and subject to any and all oil and gas leases affecting such land, and subject to all easements, right-of-way stipulations, restrictions and reservations of record affecting such land.
4. The Association and/or their designees may, on any lot and/or lots then owned by them, construct, maintain, use and allow to be used by others, parks, swimming pools, boat ramps, fishing piers, playgrounds, community center buildings and other recreational and/or community facilities.
5. The title conveyed to any property in the Subdivision shall not be held or construed to include the title to the water, gas, electricity, telephone, storm sewer or sanitary sewer lines, poles, pipes, conduits or other appurtenances or facilities constructed by the Developer or public utility companies upon, under, along, across or through such public utility easements; and the right (but no obligation) to construct, maintain, repair and operate such systems, utilities, appurtenances and facilities is reserved to the Developer, its successors and assigns.

#### **B. Restrictions and Covenants**

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##### **1. Applicability.**

Each Contract, Deed, and/or Deed of Trust which may be hereafter executed with respect to any property in the Subdivision shall be deemed and held to have been executed, delivered, and accepted subject to all of the provisions of this instrument including, without limitation, the Reservations, Restrictions and Covenants herein set forth, regardless of whether or not any of such provisions are set forth in said Contract, Deed or Deed of Trust, and whether or not referred to in any such instrument. These Reservations, Restrictions, Covenants and assessments are, and shall be, deemed and considered covenants running with the herein above described lots, and the same shall be binding upon the lot owners and their heirs, executors, and administrators and assigns.

2. **Dedication.**

The streets and roads shown on said recorded plat are dedicated to the use of the public. The utility easements shown thereon are dedicated subject to the reservations hereinafter set forth.

3. **Single-Family Residential Use Only.**

The land hereby conveyed shall be used for the residential purposes of one private, single family residence, and appropriate uses accessory thereto.

- (a) The lots in such Subdivision shall be used for single-family residential purposes only, except those lots which may from time to time be designated by the Association (assigns) for business, recreational, or commercial purposes.
- (b) Out buildings, other than main living residence, such as a garage, storage shed, or covered parking may be built on any of owner's lots for private use, only after review and approval of the RRC, if, and only if, owners maintain a residential house within the Lake Livingston Estates #3 subdivision.
- (c) The term "residential purposes" as used herein shall be held and construed to exclude hospitals, clinics, nursing homes, duplex houses, apartment houses, boarding houses, hotels and all other commercial uses as all such uses of said property are hereby expressly prohibited.
- (d) Any exception for business or commercial purposes shall contain an agreement upon the part of the lot owner that no business shall be offensive, such as a junkyard, etc. or any business that may devalue property in the vicinity thereof.

4. **Rental Properties.**

- (a) Rental or lease of the lot and the residence thereon for any period of time less than 180 days shall be prohibited. Any rental or lease shall provide, in writing, that the renter or lessee has received a copy of the Deed Restrictions and agrees to be bound by same and comply with all Deed Restrictions.
- (b) Rental or lease of the lot and residence shall not relieve the property owner from compliance with these Deed Restrictions.

5. **No Temporary Dwellings.**

Subject to the remaining provisions of this paragraph, no shack or any outbuilding (other than a private boathouse, garage, or storage building complying with these restrictions) shall be erected or placed on any lot, and no boathouse, garage or storage building erected on any lot shall at any time be used as a dwelling, temporarily or permanently.

6. **Recreational Vehicles, Trailer, and Campers.**

Neither recreational vehicles, trailers, nor campers, which are intended for temporary or mobile recreational shelter, shall be used as permanent housing.

**7. Construction Requirements.**

- (a) No building shall be erected or maintained thereon other than a private residence (with a minimum livable area of 600 square feet on all lots hereunder), a storage building (with minimum floor area of 30 square feet), a private garage and a private boathouse for sole use of the owner of such lot. The minimum livable and floor area requirements stated hereinabove are exclusive of porches, stoops, open or closed carports, patios and garages.
- (b) Mobile homes, including "manufactured housing", shall not be allowed in the subdivision. Exceptions may be approved by the Restrictions Review Committee (RRC) for component type manufactured housing that meets all other standards established by the RRC.
- (c) No structure shall be erected or placed on said lot unless built of solid, permanent materials with pleasing exterior. No structure shall have tar paper, rolled-brick siding or similar materials on the outside walls. Outside materials for pitched roofs shall be asphalt shingles or their equivalent, or sheet metal roofing. No corrugated tin type roof or siding materials will be used without written approval of the RRC on any structure.
- (d) The exterior of any building (excluding roof, glass and masonry) must be painted or stained, or be constructed with materials such as rough cedar, stone, brick, or as agreed by the RRC.
- (e) All structures must comply with government laws and regulations, and if any restrictions or conditions herein do not comply therewith it shall not be construed as a waiver by the RRC of compliance with such laws and regulations.
- (f) No natural drainage shall be altered.
- (g) No building material of any kind or character shall be placed or stored upon any tract until the owner is ready to commence construction and then such material shall be placed within the property lines of the tract or parcel of land upon which the improvements are to be erected, and shall not be placed in the streets.
- (h) After construction or improvements are begun, the exterior work in progress shall be completed within one year from the date of commencement in accordance with plans submitted and approved by the RRC.

**8. Set Back Lines.**

- (a) 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 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 Owner) 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.
- (b) No building or structure shall be erected within twenty (20) feet of any of the front lines of said lot, except carports, decks, or porches (subject to RRC approval), unless said lot or lots shall front upon Lake Livingston, and then the foregoing twenty (20) feet is not of any force or effect.

**9. Fences.**

- (a) Standard residential (non-privacy) chain link fencing (or similar open type fencing) is allowed around the entire property, not to extend beyond property lines.
- (b) Privacy fencing (naturally grown or constructed) over three feet high shall only be allowed twenty feet (or more) back from property line on street facing side.
- (c) No fencing over eight (8) feet high shall be allowed.
- (d) Neither barbwire nor chicken wire fencing is allowed on perimeter of owner's combined lots, except as barbwire may be used by the Livingston State Park on their boundaries.

**10. Plumbing and Sanitation.**

- (a) Any sewage disposal system shall be of a type approved or recommended by the state, the Trinity River Authority of Texas, and local departments of health, and shall be maintained by the Owner at all times in a proper, sanitary condition and in accordance with applicable state and county sanitary laws.
- (b) No septic tanks shall be placed within fifty feet of the shore line or then current Trinity River Authority regulations.
- (c) No outside toilet or privy shall be erected or maintained on any lot hereunder, except for temporary, portable sanitation during construction.

**11. Lot Maintenance.**

- (a) No lot or portion of any lot shall be used as a dumping ground for rubbish or trash.
- (b) No lot shall be used as a storage ground for inoperative or unregistered automobiles or trucks, unless such vehicles are stored within closed garages or storage facilities on the lot. This does not include boat and boat trailers.
- (c) No lot shall be used as a storage ground for large appliances, unless such appliances are stored within closed garages or storage facilities on the lot.
- (d) Garbage and waste shall not be kept except in sanitary containers. All incinerators or other equipment for the storage or disposal of such materials shall be kept in a clean and sanitary condition.
- (e) Once the natural habitat of the lot(s) is altered in any way that is large enough for a residency to be built, the lot must then be maintained per these deed restrictions.
- (f) Grass and weed growth shall be managed/controlled as to be neither a neighborhood nuisance nor a neighborhood eyesore.
- (g) Any timber which has died and is at risk of falling and may cause damage to another property owner's property should be removed.
- (h) Any waterside bulkhead should be maintained.

**12. Culverts and Ditches.**

The ditches and culverts in service of each lot shall be kept open and only the size culverts recommended by the County Commissioner in that precinct shall be installed.

**13. Offensive Activities.**

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

**14. Firearms.**

- (a) No game hunting shall be allowed in any area of said subdivision.
- (a) Firearms shall not be allowed to be used by anyone under the age of 18, unless supervised by an adult.

**15. Transport Vehicles.**

- (a) No vehicle of any size which normally transports flammable or explosive cargo may be kept in the Subdivision at any time.
- (b) Large commercial trucks, such as 10 or 18 wheelers, shall not be permitted to park on the streets, driveways, or lots overnight.
- (c) Except as noted above, commercial vehicles shall be permitted on property owner's lot(s) and/or driveways if said vehicle is used for a lot owner's business.

**16. Signage.**

No commercial advertising or signs may be erected or placed upon any portion of the land without the express written approval of the Association, except those signs which may be placed by vendors, with owner's permission, while vendor's work is in progress.

**17. Pets.**

- (a) No animals or birds, other than household pets, shall be kept on any lot.
- (b) No animals or birds, not even household pets, shall be raised on any lot for commercial purposes.
- (c) Any household pets allowed shall be raised or maintained on the property in such manner as to not cause offensive odors or noises or otherwise be a nuisance or annoyance.
- (d) Should pets/dogs be found to be a neighborhood nuisance, as determined by member's complaints, then the owner shall be asked to restrain said animal(s) within owner's lot(s).

**18. Property Owners Association.**

- (a) "Property Owners Association", and/or "Association", as such term is used herein, shall mean the "Lake Livingston Estates #3 Property Owners' Association", or such other non-profit association as may be established by the Association to exercise the rights and duties set forth in these restrictions.
- (b) Every property owner in Lake Livingston Estates #3 Subdivision shall be a member of the Association, and the Association shall be a Property Owners' Association as defined by the Texas Property Code. The Board of Directors of the Association shall have the right to enforce, by any proceeding at law or in equity, all Reservations, Restrictions, Covenants, and conditions now or hereafter imposed by these restrictions, and cause lawsuit to be brought in the name of the

Association, upon a vote by the majority of the Board of the Directors of the Association at the duly called meeting of the Board at which a quorum of Directors is present, against any lot owner who is delinquent in payment of the maintenance assessments, as delinquent is defined in these restrictions, and Bylaws of the Association, as well as for enforcement of any other deed restriction violation.

- (c) Subject to the provisions of Section 209.0059, Texas Property Code, to be entitled to vote, any lot owner who has not paid the annual maintenance assessments applicable to the lots he/she owns, once such maintenance assessments are payable as provided by these restrictions and the Bylaws, shall be considered in default and shall not be entitled to vote concerning changes or modification to these Reservations, Restrictions, and Covenants.
- (c) Any lot owner who brings a lawsuit against the Association, director, officer, or agent of the Association, alleging a violation of any right or duty of the Association to enforce the deed restrictions shall be liable to the Association for any legal fees and costs incurred in defending such lawsuit.
- (e) 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 Association, and the Association shall not be liable under any provisions hereof or thereof for any charge, assessment, breach, act or omission to act.

**19. Maintenance Assessments.**

- (a) All conveyances of lots shall be subject to such maintenance assessments, and by acceptance of deeds or contract for deeds, each purchaser consents and acknowledges that they shall pay the same as stated herein.
- (b) The owners of lots purchased in said Subdivision shall pay a two part Maintenance Assessment which is comprised of 1) a Base Maintenance Assessment per member of Twenty Five and no/100 (\$25.00) Dollars and 2) a Variable Maintenance Assessment of Twelve and no/100 (\$12.00) Dollars per lot owned. The total amount of these two Maintenance Assessment components will be calculated and billed to the property owner each year.
- (c) The Maintenance Assessment is due for payment on or before the 1st day of April of each year to the Association to be used for the general maintenance, upkeep, and improvements of the Subdivision. The Maintenance Assessment shall be deemed delinquent if not paid by April 1st of the year in which such maintenance assessments are due. Said delinquent Maintenance Assessment shall be secured by a lien against said lot, 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.
- (d) If lot owners sell any portion of their land, they are to notify the Association, within ten (10) days of the sale, of the name and address of the buyer so that the aforesaid assessments may be collected from the new owner.

**20. Restrictions Review Committee.**

- (a) There shall be established a Restrictions Review Committee, (referenced at times as the "RRC"), composed of members of the Board of Directors of the Association to review and enforce the Reservations, Restrictions, and Covenants of the Association.
- (b) No building, fence, or other structure or improvements shall be erected, placed, or altered on any lot until construction plans and specifications (including specifications of all exterior and roofing materials, a plan showing the proposed location of the structure and such other matters as the RRC may reasonably request) have been submitted to and approved in writing by the RRC in all respects, including, but not limited to, locations with respect to topography and finish grade elevation.
- (c) If such construction, placement or alteration is not commenced within six (6) months of such approval, the approval shall be null and void unless an extension is granted in writing.

**21. Enforcement of Deed Restrictions.**

- (a) The Association has the right, but not the exclusive duty, to take action to enforce any violation of these deed restrictions.
- (b) The Association shall have the right to enter the property where a restrictions violation exists and remove and/or remedy the violations at the expense of the offending party.
- (c) Prior to such entry and correction of the restriction violation, the property owners shall be given sixty (60) days notice of the violation and an opportunity to cure the violation. If the violation is not corrected in that period of time, or such period as may be agreed upon by the lot owner and the Association, the Association shall have the right to correct such deed restriction violation. If the cost of such correction is not paid within thirty (30) days of invoice, then a contractual lien is retained against the property.
- (d) Subject to the provisions of subsection (f) of this paragraph, if any person or entity, as defined hereinafter, whether or not 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 Polk County, Lake Livingston Estates #3 Property Owners' Association 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.
- (e) Neither the Restrictions Review Committee, nor the members of said Committee, nor the directors nor officers of the 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 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.

- (f) Notwithstanding any other provisions hereof, the Association shall not be liable or 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.

**22. Liability of Owners to Owners and Guests**

The Association shall not be liable for any injury to property owners or any of their family, guests, tenants, or lessees while in or on any of the roads, streets, lake, playground, or property of said subdivision or Association.

**23. Duration and Amendment.**

- (a) The provisions hereof, including the Reservations, Restrictions and Covenants and assessments herein set shall be deemed and considered covenants running with the herein above described lots and shall be binding upon the lot owners and their heirs, executors, and administrators and assigns, and all persons or parties claiming under it until December 31, 2026, at which time said covenants shall be automatically extended for successive periods of ten (10) years, unless an instrument signed by a majority of the then lot owners of the tract has been recorded in the records of the County Clerk of Polk County, Texas agreeing to change said Reservations, Restrictions, and Covenants in whole or in part.
- (b) Such alteration or amendments may be accomplished only by a ballot of the then lot owners (each lot carries two votes per the bylaws) by the affirmative vote of the majority of the lot owners, provided that:
- i. a minimum of two (2) meetings shall be held prior to such vote, at either regular or special called meetings, to review and discuss Reservations, Restrictions, and Covenants changes. Approval of language by majority of members present will lock in language that will be presented for vote at a future meeting, which shall be held at least 15 days but no more than 90 days subsequent; and
  - ii. notice of the intention to act upon such matter shall have been given in the notice calling such meeting.

**24. Partial Invalidity and Severability.**

- (a) It is understood that no act or omission upon the part of any party hereto or any person hereafter acquiring an interest in said property by, through, or under same shall ever be construed as a waiver of the operation or enforcement of these covenants and restrictions, and easements.
- (b) In the event any portion of the provisions hereof shall become or be held invalid, whether by reason of abandonment, waiver, estoppel, judicial decision or otherwise, such partial invalidity shall not affect, alter or impair any other provision hereof, which was not thereby held invalid; and such provisions, including Restrictions, Reservations and Covenants shall remain in full force and effect, binding in accordance with their terms.

NOW, WHEREAS, the property owners of Lake Livingston Estate #3 Property Owners' Association have voted and approved by a majority of all property owners to restate and amend the Reservations, Restrictions, and Covenants of the Lake Livingston Estates #3 Property Owners' Association.

NOW, THEREFORE, the duly elected and qualified Board of Directors for the Lake Livingston Estates #3 Property Owners' Association hereby file the 2013 RESTATED AND AMENDED RESERVATIONS, RESTRICTIONS, AND COVENANTS. These restrictions are effective upon filing in the County Clerk of Polk County, Texas.

**Lake Livingston Estates #3 Property Owners' Association**

By: [Signature]  
G.B. Wise Jr.  
Director and President

[Signature]  
Patricia O'Neal  
Director and Secretary

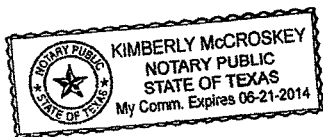
[Signature]  
Joe Westmoreland  
Director and Vice-President

[Signature]  
Steve Harper  
Director and 1<sup>st</sup> Vice-President

[Signature]  
Marylee Westmoreland  
Director and Treasurer

THE STATE OF TEXAS \*  
COUNTY OF POLK \*

This instrument is ACKNOWLEDGED before me on this 18 day of July, 2013 by the Board of Directors of Lake Livingston Estates #3 Property Owners' Association on behalf of said corporation.



[Signature]  
NOTARY PUBLIC, STATE OF TEXAS (signature)  
Kimberly McCroskey  
NOTARY PUBLIC, STATE OF TEXAS (Printed)

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State of Texas )  
County of Polk )  
I, SCHELANA WALKER hereby certify that this instrument  
was FILED in the file number sequence on the date and at the time  
stamped hereon by me and was duly RECORDED in the Official  
Public Records in Volume and Page of the named RECORDS in  
Polk County, Texas as stamped hereon by me.

JUL 19 2013

*KN*



*Shelana Walker*  
COUNTY CLERK  
POLK COUNTY, TEXAS

FILED FOR RECORD

2013 JUL 19 PM 2:20

*Shelana Walker*  
SCHELANA WALKER