

**2017 RESTATED AND AMENDED DEED RESTRICTIONS**  
**POINT LOOKOUT WEST SUBDIVISION, SAN JACINTO COUNTY, TEXAS**

The State of Texas \*

KNOW ALL MEN BY THESE PRESENTS:

County of San Jacinto \*

WHEREAS, A.H. ETIE, ALFRED HALLA, JR., and LEWIS C. HOLDER, (hereinafter styled Developer, of Harris County, Texas, as sole owners of 81.71 acre tract of land situated in the Isaac Jones League, Abstract N., 23, in San Jacinto County, Texas, have subdivided same into residential subdivision known as POINT LOOKOUT-WEST SECTION I and SECTION II, (“POINT LOOKOUT WEST” and/or the “Subdivision”), as is described by notes and bounds in map and plat thereof under dedication dated April 18, 1967, and filed for record in the office of the County Clerk of San Jacinto County, Texas, under File No. 616 for recording in the Deed Records of said County, and in conjunction therewith did thereby establish, adopt and promulgate the conditions, covenants, warranties and restrictions as to the ownership and use thereof, which shall be applicable to and run with the land, thereby binding Developer herein, its heirs or assigns, and all purchasers of lots situated within said subdivision or additions thereto all as is hereafter set out; and

WHEREAS, the Developer filed at Vol. 104, pages 121, et seq., Deed Records of San Jacinto County, Texas, certain deed restrictions applicable to POINT LOOKOUT WEST (“Original Restrictions”); and

WHEREAS, it was the intention of Developer that POINT LOOKOUT-WEST SECTION I and SECTION II , under the above mentioned development, shall be maintained as a residential subdivision as reflected by the aforesaid map and plat, in which the owners of lots may be protected in the enjoyment of their property, and the use of the other developments thereon, including streets and park facilities as hereinafter provided, excluding however, Areas A, B & D as thereinafter mentioned and as reflected by map and plat above mentioned and filed in conjunction herewith; and

WHEREAS, these covenants have been promulgated with a view toward allowing a maximum of activity insofar as recreational uses and related matters are concerned, while assuring the purchasers of lots therein safeguards of appearance, sanitation and maximum protection, of other rights and of the assumption of responsibilities as hereinafter set out, with the restrictions, covenants

and conditions as therein after set out shall and applied to both Sections I and II; and

WHEREAS, Point Lookout West, Inc. is a non-profit corporation incorporated on April 2, 1974 with the State of Texas and is the property owners association for the property owners in Point Lookout West; and

WHEREAS, Chapter 211 of the Texas Property Code became effective on September 1, 2005, and as amended by the 2011 Texas Legislature, provided for the amendment of deed restrictions by property owners in subdivisions; and

WHEREAS, pursuant to Section 211.004 of the Texas Property Code, on October 22, 2016, the following amendment procedure was approved by over a two-thirds (2/3) vote of the Board of Directors of the POINT LOOKOUT WEST Subdivision, at a special meeting, pursuant to Chapter 211 of the Texas Property Code, subject to an election of the property owners as provided for by Chapter 211.004, Texas Property Code, with the date of the Chapter 211 election to be on October 22, 2016:

The members of Point Lookout West, Inc., shall have the right at any time hereafter to amend the deed restrictions applicable to the Point Lookout West Subdivision, which restrictions were filed of record with the San Jacinto County Clerk, by a majority vote of the members of Point Lookout West, Inc., voting in favor of such amendment to any or all of the restrictions, conditions, and covenants applicable to the Point Lookout West Subdivision, by the members of Point Lookout West, Inc., at a special or annual meeting at which a quorum is had, with each member who is eligible to vote being entitled to one (1) vote for all lots owned.

NOW THEREFORE, the Association, by a majority vote of the members as set forth by the above amendment procedure adopted pursuant to Chapter 211 of the Texas Property Code, hereby restate and amend the Original Restrictions, as set forth herein:

## I.

### DEFINITIONS

1. Association. "Association" shall mean and refer to the Point Lookout West, Inc., a non profit corporation organized under the laws of Texas, and the property owners association for the property owners in POINT LOOKOUT WEST.

2. Board of Directors. “Board of Directors” shall refer to the board of directors elected by the members of the Association.
3. Common Facilities. “Common Facilities” shall mean the roads, street lights, parks, water front and entrance features of the Subdivision, and landscaped areas established by the Developer for use as Common Facilities.
4. County Clerk. “County Clerk” shall mean the County Clerk of San Jacinto County, Texas.
5. Declarations and/or Restrictions. “Declaration” and/or “Restrictions” shall mean the declarations and restrictions filed of record with the County Clerk for the Subdivision.
6. Dedicatory Instrument. “Dedicatory Instrument” shall mean each instrument governing the establishment, maintenance, and operation of POINT LOOKOUT WEST, INC., and includes a declaration or similar instrument subjecting real property to restrictive covenants, certificate of formation, bylaws, or similar instruments governing the administration or operation of a property owners association, to properly adopted rules and regulations of the property owners' association, or to all lawful amendments to the covenants, bylaws, instruments, rules, or regulations, including but not limited to those identified above under “Declaration”. Dedicatory Instrument further shall mean the Articles of Incorporation (now known as Certificate of Formation), Bylaws, and other rules, regulations, and resolutions filed of record with the County Clerk.
7. Directors. “Directors” shall mean and refer to any duly elected or appointed member of the Board of Directors.
8. Electronic ballot. “Electronic ballot” means a ballot: (a) given by: (1) e-mail; (2) facsimile; or (3) posting on an Internet website; (b) for which the identity of the property owner submitting the ballot can be confirmed; and (c) for which the property owner may receive a receipt of the electronic transmission and receipt of the owner’s ballot. (Source: Section 209.00592 (d), Texas Property Code).
9. Lot. “Lot” shall mean any residential lot in the Subdivision; and identified in the documents filed of record, identified herein, and on record with the County Clerk.
10. Maintenance Charge. “Maintenance Charge” shall mean the periodic charge collected by the Association, (also known as maintenance fee) for each Lot in the Subdivision for the

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purpose of maintaining and improving the Subdivision.

11. Maintenance Fund. "Maintenance Fund" shall mean the amounts collected from time to time by the Association, upon payment of Maintenance Charges by the Owners.
12. Member. "Member" or "Members" shall mean and refer to all those Owners who are members of the Association as provided for in the Restrictions and/or in these Bylaws.
13. Owner. "Owner" shall mean and refer to the record owner, whether one or more persons or entities, of the fee simple title to any Lot which is part of the Properties, including contract sellers, but excluding those having such interest merely as security for the performance of an obligation.
14. Plats. "Plats" shall mean the plat of the subdivision recorded in the County Clerk's office.
15. Record Date. "Record Date" shall mean the date that the notice of any annual or special meeting is mailed.
16. Regular Assessment. "Regular Assessment" shall mean the annual amount that each owner of property within a residential subdivision is required to pay to the Association, which is designated for use by the Association for the benefit of the property owners of the Subdivision, as provided by the Restrictions, and include maintenance charges and maintenance fees.
17. Special Assessment. "Special Assessment" shall mean any fee and/or due, other than a regular assessment, that each Member is required to pay to the Association, as established by the Members at an annual or special meeting of the members of the Association at which a quorum is present and at which at least thirty (30) days notice is given of the intent to establish a Special Assessment and which action of the Members authorizes the Association to charge for:
  - (a) Defraying, in whole or in part, the cost, whether incurred before or after the assessment, of any construction or reconstruction, repair, or replacement of a capital improvement in the Common Areas owned by the Association, including the necessary fixtures and personal property related to such Common Areas, to the extent such expense is not sufficiently provided for with Regular Assessment funds;
  - (b) Maintenance and improvement of Common Areas owned by the Association; and/or

- (c) Such other purposes of the property owners' association as stated in the Association's Certificate of Formation or the dedicatory instrument for the Subdivision.
18. Subdivision. "Subdivision" shall mean the Point Lookout West Subdivision, Sections I and II, San Jacinto County, Texas, as shown on the respective Plats on file with the County Clerk's office.

## II.

### RESIDENTIAL AREA RESTRICTIONS, CONDITIONS AND COVENANTS:

1. No lot shall be used except for single-family residence purposes. 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 (as defined by Chapter 156 of the Texas Tax Code), and all other commercial uses as all such uses of said property are hereby expressly prohibited. Rental or lease of the lot and the residence thereon for any period of time less than 180 days shall be prohibited. Any rental or lease shall provide, in writing to the Board of Directors, 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.
2. (a) There shall be established an Architectural Control Committee, (referenced at times as the "ACC"), composed of three (3) members appointed by the Board of Directors of the Association to protect the owner of lots hereunder against such improper use of lots as will depreciate the value of their property; to preserve, so far as practical, the natural beauty of said property; to guard against the erection thereon of poorly designed or proportioned structures and structures built of improper or unsuitable materials; to obtain harmonious architectural schemes; to insure the highest and best development of said property; to secure and maintain proper setbacks from streets and adequate free spaces between structures; and, in general, to provide adequately for a high type of quality of improvements in said property; and thereby to enhance the value of investments made by purchasers of lots therein.

- (b) No building, fence, or other structure or improvements shall be erected, placed or altered on any lot until two copies of the construction plans and specifications (including specifications of all exterior and roofing materials, color of paint or stain, a plan showing the proposed location of the structure and such other matters as such ACC may reasonably request) have been submitted to and approved in writing by the ACC in all respects, including, but not limited to, harmony of external design with existing structures and locations with respect to topography and finish grade elevation. The Board of Directors of the Association shall have the right to adopt such rules, regulations, and building permit fees, including the requirement of bonding or escrowing funds to cover any damage to the roads and streets of POINT LOOKOUT WEST. If such construction, placement or alteration is not commenced within eight (8) months of date of such approval, the approval shall be null and void unless an extension is granted in writing by the Board of Directors.
- (c) Any building, structure or improvement commenced upon any lot shall be completed ("dried in) as to exterior finish and appearance within six (6) months from the commencement date. The term "dried in" means that the outside must have the appearance of being a completed house, with all necessary windows, doors, roof, paint and trim. If not "dried in" within six months after such residence is commenced, the owner shall be given written notice by the Board of Directors of violation. If the violation is not corrected within thirty (30) days or as such time as may be agreed upon between the owner of the Board of Directors, the Board of Directors shall have the right and authority to cause entry upon said property and remove the incomplete structure and/or other items at the expense of the lot owners. The owner or occupant, as the case may be, agrees by the purchase or occupation of any lot, in this subdivision, to pay such statement immediately upon receipt thereof. Board of Directors of the Association, shall not be liable in trespass or otherwise, in entering or cause to entering upon and disassembling any such structures.
- (d) No building exceeding two (2) stories in height, with a maximum height of thirty-five (35) feet from the floor to the roof peak, shall be erected or placed on any lot except

as approved by the ACC.

- (e) Except as may be provided for in these Restrictions, and/or any waiver or approval by the ACC, the State and County Codes applies to all construction, alteration, remodeling, enlargement, and repair of all structures built in the Subdivision.
- (f) Approve or reject plans and specifications for improvements to be erected in POINT LOOKOUT-WEST. In the event the Association fails to approve or disapprove within thirty (30) days after submission to it of complete and acceptable plans and specifications, the owner shall send notifications to the Association at P. O. Box 155, Point Blank, Texas 77364. Notice that his or her plans and specifications have not approved in such thirty day period. If another ten days elapses without notification to the owner by the Association of approval or disapproval, approval will not be required, and the related covenant shall be deemed to have been satisfied.

3. Construction Requirements.

- (a) No building shall be erected or maintained thereon other than a private residence with a minimum floor area of 1100 square feet in Section I and a floor area of 900 square feet in Section II. The minimum floor area requirements stated hereinabove are exclusive of porches, stoops, open or closed carports, patios and garages. Mobile homes, including "manufactured housing", shall not be allowed in the subdivision. Exceptions may be approved by the ACC for component type manufactured housing that meets all other standards established by the ACC.
- (b) No used existing building or structure of any kind and no part of a used existing building or structure shall be moved onto, placed on, or permitted to remain on any lot.
- (c) All construction must be of new material, except stone, brick, inside structural material, or other materials used for antique decorative effect if such use is approved in writing by the Architectural Control Committee.
- (d) No tar type roof or siding materials will be used on any structure, and no sheet metal type roof or siding materials will be used without written approval of Architectural Control Committee on any structure.

- (e) The exterior of any building(excluding roof, glass and masonry) must be painted or stained. All buildings and structures shall be completely underpinned and underskirted with no piers or pilings exposed to view except as approved by the Architectural Control Committee. No natural drainage shall be altered, nor shall any drainage ditch, culvert, or drainage structure of any kind be installed or altered, nor shall any driveway, curb or other such impediment to the free flow of water be installed or altered, without prior written consent of the Architectural Control Committee.
  - (g) Drainage structures under private driveways shall be in compliance with San Jacinto County and/or State of Texas Department of Highways.
  - (h) Culverts for driveways on lots shall be mandatory (unless otherwise approved by the Architectural Control Committee).
  - (i) 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.
  - (j) After improvements are begun, work in progress shall be continuous and shall be prosecuted with reasonable diligence until all improvements are completed in accordance with plans submitted and approved by the ACC.
4. No building shall be located on any residential lot nearer than 20 feet to the front lot line. No building shall be located nearer than five (5) feet to an interior or cornerside lot line.
  5. Lots are purchased subject to easements established or to be established by grant or agreement between Developer and the utility companies furnishing the electric, gas, phone, sewage and water utilities, and in addition thereto, waterfront lots are purchased subject to a "wave action casement" as established by the Trinity River Authority, which shall remain invested in Developer, their heirs or assigns, irrespective of multiple sales out of lots within this subdivision.
  6. Whenever a residence is established on any lot, it shall be provided with an inside toilet, and shall be connected immediately with a septic tank system, at the expense of the owner of said

lot. Such sewage disposal system shall be in accordance with the requirements of the State and County Health Departments, and the Trinity River Authority, and shall be subject to the inspection and/or approval of the Health Officer of San Jacinto County, Texas, the Trinity River Authority and/or the Board of Directors of the Association. The drainage of septic tanks into a road, street, alley, or other public ditch, Lake Livingston, or adjoining lot either directly or indirectly, is strictly prohibited.

7. All residences and other buildings must be kept in good repair, and must be painted when necessary to preserve the attractiveness thereof.
8. Subdividing of Lot. No residential lot in POINT LOOKOUT WEST Subdivision as platted shall be resubdivided in any manner, without written authorization of the Board of Directors, except as follows: Any person or persons owning two or more adjoining lots in said subdivision may subdivide or consolidate such lots into building sites, with the privilege of placing or constructing improvements on each such resulting building site, provided that such subdivision or consolidation does not result in more building sites than the number of platted lots involved in such subdivision or consolidation.
9. Lot Maintenance.
  - (a) No lot or portion of any lot shall be used as a dumping ground for rubbish or trash, nor for storage of items or materials (except during construction of a building), and all lots shall be kept clean and free of any boxes, rubbish, trash or other debris and inoperative cars, vans, boats, RVs or buses.
  - (b) No noxious or 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.
10. Liability of Owners to Owners' Families and Guests. All lot owners shall be liable for any injury to themselves or any of their family or guests while in or on any of the roads, lakes or playground or property of said subdivision or Association, and the Association shall not be liable for any such injury.

11. No noxious or offensive activity shall be carried on upon any lot, nor shall anything be done thereon which may be or may become an annoyance or a nuisance to the neighborhood.
12. No structure of a temporary character, trailer, basement, tent, shack, garage, barn or other outbuilding shall be used on any lot at any time as a residence, either temporary or permanently.
13. No animals, livestock, or poultry of any kind shall be raised, bred, or kept on any lot, except that dogs and cats may be kept, provided they are not kept, bred, or maintained for any commercial purposes, but only for the use and pleasure of the owners of such lot. Said owners shall provide proper care so as to not cause offensive odors or noises, or to otherwise be a nuisance or annoyance.
14. No hunting and/or discharge of firearms shall be allowed in any area of Point Lookout West Subdivision except to protect life and/or property.
15. The owners and/or occupants of lot or lots in this subdivision shall at all times keep all weeds and grass thereon cut in a sanitary, healthful and attractive manner and shall in no event use any lot for storage of material and equipment except for normal residential maintenance requirements, or permit the accumulation of garbage, trash, or rubbish of any kind thereon. In the event of default on the part of the owner or occupant of any lot in this subdivision in observing the above requirements, the Board of Directors of the Association shall issue written notice that the owner is in violation of this section of the Deed Restrictions and has thirty (30) days to make the necessary corrections. 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, without liability to the owner or occupant, in trespass or otherwise, enter or cause to enter upon said lot, cut or cause to be cut, such weeds and grass, and remove or cause to be removed, such garbage, trash, rubbish, etc., so as to place said lot in a neat, attractive, healthful and sanitary condition. The Association shall bill either the owner or occupant of such lot for the cost of such work. The owner or occupant, as the case may be, agrees by the purchase or occupation of any lot, in this subdivision, to pay such statement immediately upon receipt thereof.

16. No sign, advertisement, billboard, or advertising structure of any kind, except for display of political signs as stated in the Texas Property Code Sec. 202.009 may be erected or maintained on any residential lot without the consent in writing of the Board of Directors of the Association. The Board of Directors shall have the right to remove or cause to remove any such sign, advertisement, or billboard or structure, which is placed on any residential lot without such consent, and in so doing, shall not be liable, and is expressly relieved from any liability for trespass or other tort in connection therewith, or arising from such removal. The Association shall bill either the owner or occupant of such lot for the cost of such work. The owner or occupant, as the case may be, agrees by the purchase or occupation of any lot, in this subdivision, to pay such statement immediately upon receipt thereof.
17. No boats, boat trailers, travel trailers, trailers, RV, boat rigging or other vehicles shall ever be parked or placed (except temporarily) nearer to the street than the twenty (20) feet building set-back lines. The parking of automotive vehicles on road shoulders for a period longer than twenty-four (24) hours is prohibited.

### III.

#### COMMON AREAS

In reserved Areas A and B, as designated in map and plat of this subdivision, Owners herein reserved to themselves, their heirs and assigns, the expressed right to sell fee simple ownership in "waive action easement", and do all things and investing such right in the Trinity River Authority, free and clear of any claim of lot owners in said subdivision. In addition to the provision as here contained, Developer expressly reserve to themselves, their heirs or assigns, the further rights as hereinafter provides as to Areas A and B. Reserved Area D is set aside as future recreational area to be determined. Such area shall be maintained by the Association.

1. Reserved Areas A, B, and D shall be used by the owners of lots in POINT LOOKOUT WEST. These reserve areas shall be used as community recreational areas for the benefit of all of such lot owners, and for the benefit of the subdivision- - including (but not by way of limitation) community and civic enterprises, swimming, boating, outdoor sports, and other

recreational activities.

2. Buildings or structures approved by the Committee shall be permitted for the purposes set out in Paragraph 1 above on Reserved Areas A, B and D, and any other purpose deemed by Architectural Committee to be for the common good and benefit of all lot owners in the subdivision and any future sections subsequently developed.
3. Only the owners and/or occupants of lots in POINT LOOKOUT WEST, together with their guests when accompanied by the owner or occupant, shall be permitted to have the use of Reserved Areas A, B and D and the general public is specifically excluded there-from, and the maintenance and use thereof shall be under the exclusive control and supervision of the Board of Directors.

#### IV.

##### POINT LOOKOUT WEST, INC.

1. The Association shall be the property owners association for the property owners in POINT LOOKOUT WEST. Every property owner in the 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 restrictions, conditions, and reservations now or hereafter imposed by these restrictions, and said lawsuit to be brought in the name of the Association, upon a vote by the majority of the Board of the Directors of the Association at the duly called meeting of the Board at which a quorum of Directors is present, against any lot owner who is delinquent in payment of the maintenance fees, as delinquent is defined in these restrictions, and Bylaws of the Association, as well for enforcement of any other deed restriction violation.
2. The Association shall be the representatives of all the property owners in POINT LOOKOUT-WEST SUBDIVISION, in assisting in preservation of property values; and the Association, acting through its Board of Directors, shall have the powers and functions (but not by way of limitation) herein listed, but shall not have the sole obligation with respect to enforcement of restrictions; - - such powers being;

- (a) Collect and expend, in the interest of POINT LOOKOUT-WEST, the maintenance Fund created in the instrument.
  - (b) Enforce these covenants and restrictions by appropriate proceedings.
  - (c) Enforce any lien imposed on any lot or lots in this addition by these restrictions.
  - (d) It is contemplated that developers, or their assignees or nominees of Reserved Areas A, B and D will construct solely from maintenance fund proceeds, various community improvements on such reserves, and in such event, will find it necessary to secure adequate financing for such construction. The Association is hereby given express power, right and authority to pledge, hypothecate, collaterally assign or otherwise mortgage any moneys paid or with the financing of such construction, or in payment thereof to the developing corporation or any lending agency of institution.
3. Any lot owner who brings a lawsuit against the Association alleging a violation of any duty of the Association to enforce the deed restrictions, or alleging that the Association, or any director, officer and/or agent of the Association, shall be liable to the Association for any legal fees and costs incurred in defending such lawsuit.
4. 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.
5. Maintenance Fees. The following provisions, whether incorporated in each deed or not, shall be applicable to all lots in POINT LOOKOUT-WEST.
  - (a) The property herein conveyed is hereby subjected to an annual maintenance charge at the rate of \$94 for each lot per year, for the purpose of creating a fund to be known as "POINT LOOKOUT-WEST MAINTENANCE FUND" to be paid by the owner of this lot in conjunction with a like charge to be paid by the owners of other lots in POINT LOOKOUT-WEST, the same to be secured by a Vendor's Lien upon said lots, and payable annually on the first day of January of each year in advance, beginning January 1, 1968, to the Association, at its office in Point Blank, Texas, and

said charge and lien are hereby assigned to such Association . The Maintenance Fee shall be deemed delinquent if not paid by February 1<sup>st</sup> of the year in which such maintenance fees are due.

- (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 Association at the annual meeting of the Association, at which a quorum of the members, represented in person or by proxy, is obtained. Notice shall be given to all lot owners of said annual meeting and of the proposed annual maintenance fee to be determined for the next fiscal year. In the event the proposed maintenance fee fails to obtain the necessary votes at the annual meeting, then the maintenance fee for the next fiscal year shall remain at the same amount as then currently set, but in no event to be less than Ninety-Four and no/100 (\$94.00) 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 retained by Developer and assigned to the Association shall remain in full force and effect.
- (c) Funds arising from said charge shall be applied, so far as sufficient, toward the payment of maintenance expenses or construction costs incurred for any or all of the following purposes; lighting, improving, and maintaining the streets, sidewalks, paths, parks, parkways, ramps, boat landings, boat basins, and other similar recreational facilities on Reserve Areas A, B and D; payment of legal fees and court costs of the Association; and doing any other thing necessary or desirable in the opinion of said Association to keep the Association property neat and in good order, or which it considers of general benefit to the owners or occupants of the subdivision of Point Lookout West including any expenses incurred in enforcing any provisions of the restrictions, including any amendments thereto, on file in the County Clerk's office of San Jacinto County, Texas, it being understood that the judgement of said Association in the expenditure of said fund shall be final so long as such judgement is exercised in good faith.

- (d) Purchaser agrees and consents to, and joins in, such maintenance charge by acceptance of this contract, with the understanding that the Association has no obligations to install lighting, parkways, esplanades, or swimming pool, or to furnish maintenance or to do any other thing described herein other than from maintenance fund.
- (e) It is specifically provided that any lien for improvements placed upon Reserved Area A, B and D by the developing company, its successors, assigns or nominees, shall be a first and prior lien, and that these restrictions (notwithstanding anything to the contrary contained herein) shall be inferior to and subordinate to such lien which shall take the property free and clear of the restrictions, covenants and conditions contained herein.
6. Special Assessment. In addition to the Maintenance Fee assessment set forth in paragraph 22 of these 2012 Restated and Amended Restrictions, the owners of lots purchased in said Subdivision shall be subject to a "Special Assessment" in such amount as may be established by the Association at a special or annual meeting of the members, at which a quorum is present and at which notice for an election for the assessment of said Special Assessment is given at least thirty (30) days in advance of such meeting. Should the special assessment be approved by a two-third (2/3) vote of the members, represented in person or by proxy, of the Property Owners Association at the annual meeting of the Property Owners Association, then the Special Assessment shall become effective on the date noticed, with the proceeds from such special assessment being ear-marked for the specific purpose set forth in the notice of such election. Said Special Assessment shall be secured by a lien against said lot, the same lien as provided for by restrictions. The failure to pay said any Special Assessment shall constitute authorize the Association to bring a lawsuit to judicially foreclosure lien against said lot. This lien is in the form of an assessment to run with the ownership of said lots. The Special Assessment shall be deemed delinquent if not paid within thirty (30) days of the date set forth in the notice as being the date the Special Assessment is due.

## V.

1. Irrespective of any other provision as herein contained, expressed or implied statement, the streets, or lots within said subdivision shall be wholly and solely for the use of owners in residential sections, or house guests of said owners of residential property therein, being entitled to use all necessary and reasonable means in avoiding the use of said property, residential, or park area by the public at large, and thereby restrict the use thereof and in the furtherance thereof such use shall remain subject to supervision of the Restrictions herein.
2. These covenants are to run with the land, and shall be binding on all parties and all persons claiming under them for a period of twenty-five (25) years from the date these covenants are recorded with the County Clerk of San Jacinto County, Texas, after which time said covenants shall be extended automatically for successive periods of ten (10) years, unless amended as set forth by the Chapter 211 election, as follows:

The members of Point Lookout West, Inc., shall have the right at any time hereafter to amend the deed restrictions applicable to the Point Lookout West Subdivision, which restrictions were filed of record with the San Jacinto County Clerk, by a majority vote of the members of Point Lookout West, Inc., voting in favor of such amendment to any or all of the restrictions, conditions, and covenants applicable to the Point Lookout West Subdivision, by the members of Point Lookout West, Inc., at a special or annual meeting at which a quorum is had, with each member who is eligible to vote being entitled to one (1) vote for all lots owned.

3. Enforcement of Deed Restrictions.
  - (a) Subject to the provisions of subsection (d) 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 Point Lookout West, Inc. 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 Association has the right, but not the exclusive duty, to take action to enforce any violation of these deed restrictions.
- (c) Neither the Architectural 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.
- (d) 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.

4. 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,

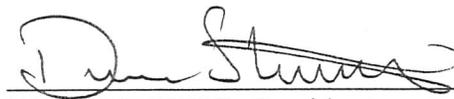
such partial invalidity shall not affect, alter or impair any other provision hereof, which was not thereby held invalid; and such provisions, including Restrictions, Reservations and Covenants shall remain in full force and effect, binding in accordance with their terms.

## VI.

1. In formulating conditions, covenants, restrictions, and warranties as hereinabove set out, it is the intention of Developer herein that this instrument, taken with the original conditions, covenants, restrictions, and warranties, where not in conflict herewith, and the maps and plates heretofore referred to, and the approval hereof by the Commissioner's Court of San Jacinto County, Texas, as reflected by certified copy thereof in writing appearing of record in Volume 104, page 116, of the Deed Records of San Jacinto County, Texas, shall be the complete dedication for the use of the owners within said dedicated subdivisions, and any additions or extensions thereof, and shall bind all said parties, their heirs or assigns, for the time and in the manner as hereinabove provided.
2. Texas Property Code Controls. To the extent that any of these Restrictions conflict with the provisions of the Texas Property Code and/or the Texas Business Organizations Code, as may be amended from time to time by the Texas Legislature, the Texas Property Code and/or the Texas Business Organizations Code shall control.

The above 2017 Restated and Amended Deed Restrictions were approved by the Board of Directors at a meeting held on August 19, 2017, and was further voted on and approved by a majority vote of the members of the Association as required by the Chapter 211 amendment procedure on November 18, 2017, with 26 votes in favor of the amendment and 5 votes against, and the 2017 Restated and Amended Deed Restrictions are effective upon the filing of this document with the San Jacinto County Clerk for San Jacinto County, Texas.

WITNESS THE EXECUTION HERETOFORE on this the 28<sup>th</sup> day of November, 2017.

  
DON STILWELL, President

ATTEST:

Gail Newman  
GAIL NEWMAN, Secretary

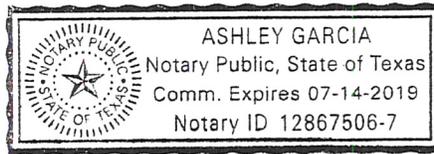
STATE OF TEXAS \*

COUNTY OF POLK \*

This instrument was acknowledged before me on the 28<sup>th</sup> day of November, 2017, by DON STILWELL, President, POINT LOOKOUT WEST, INC., a Texas non-profit corporation on behalf of said corporation.

Ashley Garcia  
NOTARY PUBLIC, STATE OF TEXAS

*After Filing Return To:*  
Travis E. Kitchens, Jr.  
Lawyer  
P.O. Box 1629  
Onalaska, Texas 77360



**MINUTES OF SPECIAL MEETING OF THE MEMBERS OF  
POINT LOOKOUT WEST, INC.**

A Special Meeting of the Members of POINT LOOKOUT WEST, INC. (the "Association") was held on November 18, 2017, starting at 10:00 a.m., at the location, date and at the time and place set forth in the Notice of Special Meeting attached to these minutes.

There were present the following Directors: Don Stilwell (President), Floyd Rast (Vice-President), Stephanie Crouch (Treasurer), and Gail Newman (Secretary).

There were present those members of the Association who signed in, which sign in sheet is attached to these Minutes, representing a total of 31 votes to be cast (one vote for all lots owned).

The meeting was called to order by the Association's President, DON STILWELL. Mr. Stilwell then stated that sufficient members present, to constitute a quorum for the purposes of the special meeting of the Association.

After discussion, on motion duly made and seconded, ballots were provided to the members, with each member getting one vote for all lots owned, and each ballot representing one vote; a total of 31 votes were cast in the election. The following votes were counted:

  26   lots voted in favor of the 2017 Restated and Amended Deed Restrictions, Point Lookout West Subdivision, San Jacinto County, Texas; and  
    5   lots voted against the 2017 Restated and Amended Deed Restrictions, Point Lookout West Subdivision, San Jacinto County, Texas;

being a majority of the members voting in the election in favor of the 2017 Restated and Amended Deed Restrictions, Point Lookout West Subdivision, San Jacinto County, Texas.

ACCORDINGLY, it is RESOLVED that the 2017 Restated and Amended Deed Restrictions, Point Lookout West Subdivision, San Jacinto County, Texas were approved and the President of the Association is authorized to execute and file the 2017 Restated and Amended Deed Restrictions,

Point Lookout West Subdivision, San Jacinto County, Texas with the San Jacinto County Clerk.

There being no other business to come before the members, on motion and second, the meeting was adjourned at 11:15 a.m.

  
GAIL NEWMAN, Secretary

ATTEST:

  
DON STILWELL, President

Filed for Record in:  
San Jacinto County  
On: Dec 05, 2017 at 07:58a  
As a  
Recording  
Document Number: 20176780  
Amount 101.00  
Receipt Number - 21951  
By:  
Ananda Fisher

STATE OF TEXAS  
COUNTY OF SAN JACINTO  
I, Dawn Wright hereby certify that this instrument was filed in number sequence on the date and time hereon by me, and was duly recorded in the OFFICIAL PUBLIC RECORDS of San Jacinto County, Texas as stamped hereon by me on

Dec 05, 2017  
Dawn Wright, County Clerk  
San Jacinto County, Texas