

**2009 CONSOLIDATED AND RESTATED RESTRICTIONS  
FOR TEXAS ACRES SUBDIVISION POLK COUNTY, TEXAS**

STATE OF TEXAS                   \*  
  \*                   KNOW ALL MEN BY THESE PRESENTS:  
COUNTY OF POLK                \*

WHEREAS, Texas Acres, Inc., (hereinafter called "Developer"), is the record developer of a subdivision known and designated as TEXAS ACRES SUBDIVISION (hereinafter called "Subdivision"), in Polk County, Texas, as shown in the maps or plats of said subdivision, recorded in the Plat Records of Polk County, Texas, at Volume 3, page 31, et seq., for Section One, at Volume 3, page 69, et seq., for Section Two, and at Vol. 8, page 7, et seq., for Section Three, reference to which is hereby made for all purposes; and

WHEREAS, said Developer established and impressed upon all property in Texas Acres Subdivision certain deed restrictions, which are collectively referred to herein as "Original Restrictions", in three separate documents described herein; and

WHEREAS, said Developer, on September 11, 1967, at Volume 225, pages 275, et seq., Deed Records of Polk County, Texas, has previously filed its "Restrictions" (hereinafter called "Restrictions Section One") applicable to Section One of Texas Acres Subdivision, reference to which is hereby made for all purposes; and

WHEREAS, said Developer, on March 13, 1979, at Volume 358, page et seq., Deed Records of Polk County, Texas, has previously filed its "Restrictions" (hereinafter called "Restrictions Section Two") applicable to Section Two of Texas Acres Subdivision, reference to which is hereby made for all purposes; and

WHEREAS, said Developer, on April 22, 1980, at Volume 377, page 170, et seq., Deed Records of Polk County, Texas, has previously filed its "Restrictions" (hereinafter called "Restrictions Section Three") applicable to Section Three of Texas Acres Subdivision, reference to which is hereby made for all purposes; and

WHEREAS, by that certain document entitled "General Warranty Deed", dated September 13, 1983, and filed of record at Vol. 445, page 3, et seq., of the Official Public Records of Polk County, Texas, the Developer's rights to certain streets, utilities and other common areas, as more particularly described in said document, were conveyed to and granted to TOMMY J. SWAIM, JOHN F. FOX, and JOHN H. MIMS, as Trustees for the benefit of the Texas Acres Property Owners Association; and

WHEREAS, by that certain document entitled "General Warranty Deed", dated September 13, 1983, and filed of record at Vol. 445, page 3, et seq., of the Official Public Records of Polk County, Texas, the Developer's rights to the "Entrance Road" to Texas Acres Subdivision, as more particularly described in said document, were conveyed to and granted to TOMMY J. SWAIM, JOHN F. FOX, and JOHN H. MIMS, as Trustees for the benefit of the Texas Acres Property Owners Association; and

WHEREAS, said Original Restrictions, Restriction No. 1, provided, in part, that the deed restrictions could be amended by "an instrument signed by a majority of the then owners of the tract [being] recorded, agreeing to change said covenants in whole or in part."; and

WHEREAS, on February 17, 2005, Articles of Incorporation for Texas Acres Property Owners Association (the "Association") were filed with the Secretary of the State of Texas and a Charter was issued on the same date; and

WHEREAS, by that certain document entitled "Consolidated, Restated and Amended Restrictions for Texas Acres Subdivision, Polk County, Texas", dated March 28, 2005 and filed of record on April 1, 2005 at Vol. 2005-1441-445, Official Public Records of Polk County, Texas, the Board of Directors of the Association filed certain proposed consolidated, restated and amended restrictions for Texas Acres subdivision in Polk County, Texas, subject to the filing of an instrument in the County Clerk's office of Polk County, Texas amended the original restrictions; and

WHEREAS, by that certain document entitled "Acknowledgment of Consolidated, Restated and Amended Restrictions for Section Three, Texas Acres Subdivision Polk County, Texas", dated September 11, 2006 and filed on September 13, 2006 at Vol. 2006-1529, pages 709 through 769, Official Public Records of Polk County, Texas, the written agreement and acknowledgment of 49 of the 93 owners of property in Section Three were filed, acknowledging the consolidation, restatement and amendment of the original deed restrictions as concerned Section Three; and

WHEREAS, by that certain document entitled "Acknowledgment of Consolidated, Restated and Amended Restrictions for Section Three, Texas Acres Subdivision Polk County, Texas"<sup>1</sup>, dated September 14, 2006 and filed on September 14, 2006 at Vol. 2006-1530, pages 183 through 228, Official Public Records of Polk County, Texas, the written agreement and acknowledgment of 41 of the 79 owners of property in Section Three were filed, acknowledging the consolidation, restatement and amendment of the original deed restrictions as concerned Section Three; and

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<sup>1</sup>The title references "Section Three", but this acknowledgment concerns Section One, as set forth specifically in the body of the document.

WHEREAS, by that certain document entitled "Acknowledgment of Consolidated, Restated and Amended Restrictions for Section Three, Texas Acres Subdivision Polk County, Texas"<sup>2</sup>, dated September 15, 2006 and filed on September 15, 2006 at Vol. 2006-1530, pages 229 through 315, Official Public Records of Polk County, Texas, the written agreement and acknowledgment of 79 of the 155 owners of property in Section Three were filed, acknowledging the consolidation, restatement and amendment of the original deed restrictions as concerned Section Three, referenced herein as "2005 Consolidated, Restated and Amended Restrictions"; and

WHEREAS, Deed Restriction No. 1 of the Consolidated, Restated and Amended Restrictions provided that the deed restrictions could be amended by the following procedure:

1. These covenants are to run with the land and shall be binding upon all parties and persons claiming under them until January 1, 2025, A. D., at which time said covenants shall be automatically extended for successive periods of ten 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 agreed to change said covenants in whole or in part. Additionally, the Association shall have the right at any time hereafter to make such reasonable changes in or waivers of any or all of the above restrictions, conditions, covenants as the Association in its sole discretion may deem reasonably necessary or desirable, subject to the approval of the Association's members by a majority vote in favor of such change in or waivers of any or all of the restrictions, conditions, and covenants by the members of the association at a special or annual meeting at which a quorum is had;

and

WHEREAS, at an annual meeting of the members of the Association on November 11, 2006, at which notice of intent to amend the deed restrictions was given, and at which annual meeting a quorum was represented in person and proxy, a majority of the property owners at the annual meeting voted to amend Deed Restriction No. 23, said action being reflected by the execution and

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<sup>2</sup>The title references "Section Three", but this acknowledgment concerns Section **Two**, as set forth specifically in the body of the document.

filing of that certain document entitled "2006 Amended Restrictions for Texas Acres Subdivision Polk County, Texas, which document was filed on September 24, 2007 at Vol. 2007-1605, pages 165, et seq., Official Public Records of Polk County, Texas, referenced herein as "2006 Amended Restrictions"; and

WHEREAS, at a special meeting of the members of the Association on March 24, 2007, at which notice of intent to amend the deed restrictions was given, and at which special meeting a quorum was represented in person and proxy, a majority of the property owners at the special meeting voted to amend the deed restrictions 4, 5, 10, 11, 13, 18, and 23, together with the adoption of a new Deed Restriction No. 27, said action being reflected by the execution and filing of that certain document entitled "2006 Amended Restrictions for Texas Acres Subdivision Polk County, Texas, which document was filed on October 29, 2007 at Vol. 2007-1611, pages 435, et seq., Official Public Records of Polk County, Texas, referenced herein as "2007 Amended Restrictions"; and

WHEREAS, at a (special/annual) meeting of the members of the Association on \_\_\_\_\_, 2009, at which notice of intent to file a consolidation and restatement of the 2005 Consolidated, Restated and Amended Restrictions, together with the 2006 Amended Restrictions and 2007 Amended Restrictions, was given, and at which special meeting a quorum was represented in person and proxy, a majority of the property owners at the special meeting voted to consolidate and restate the 2005 Consolidated, Restated and Amended Restrictions, together with the 2006 Amended Restrictions and the 2007 Amended Restrictions, said action being reflected by the execution and filing of this certain document entitled "2009 Consolidated and Restated Restrictions for Texas Acres Subdivision Polk County, Texas".

NOW, THEREFORE, the Board of Directors have executed, and are causing to be filed, the following 2009 Consolidated and Restated Restrictions for Texas Acres Subdivision, Polk County, Texas:

1. These covenants are to run with the land and shall be binding upon all parties and persons claiming under them until January 1, 2025, A. D., at which time said covenants shall be automatically extended for successive periods of ten 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 agreed to change said covenants in whole or in part. Additionally, the Association shall have the right at any time hereafter to make such reasonable changes in or waivers of any or all of the above restrictions, conditions, covenants as the Association in its sole discretion may deem reasonably necessary or desirable, subject to the approval of the Association's members by a majority vote in favor of such change in or waivers of any or all of the restrictions, conditions, and covenants by the members of the association at a special or annual meeting at which a quorum is had. (Source: 2005 Consolidated, Restated and Amended Restrictions).
2. If the parties hereto, or any of them or their heirs, successors, or assigns shall violate or attempt to violate any of the covenants herein, it shall be lawful for the undersigned TEXAS ACRES PROPERTY OWNERS ASSOCIATION, its successors or assigns, to enter and abate such violation without liability, or it, its servants, agents, employees or assigns, and any other persons owning any real property situated in said Subdivision shall have the right to prosecute any proceeding at law or equity against the person or persons violating or attempting to violate such restrictions, and either to prevent him or them from doing, or to cause to be removed such violation, or to recover damages for such violation. (Source: 2005 Consolidated, Restated and Amended Restrictions).
3. The violation of any restriction or covenant herein shall not operate to invalidate any mortgage, deed of trust, or other lien acquired and held in good faith against sold property or any part thereof, but such liens may be enforced against any and all property covered thereby, subject nevertheless to the restrictions herein. (Source: 2005 Consolidated, Restated and Amended Restrictions).
4. At an Annual Meeting or and Special Meeting of the Texas Acres Property Owners Association, the owner of any lot or lots shall be entitled to one vote only. Any lot that is jointly owned is limited to one vote. (Source: 2007 Amended Restrictions).
5. No structure, including, but not limited to boat docks, piers, boat house, boat storage sheds, slips, pilings or rip rap, shall be erected, placed or altered on any building tract in this Subdivision, until the plans, specifications and plot plans showing the location of such building has been approved in writing as to conformity and harmony of external design with the existing structures in the subdivision, and as to location with respect to topography and

finished ground elevation by the Property Owners' Board of Directors, or by a representative designed by a majority of the members of the said Board. In the event of death or resignation of any member of said Board, the remaining member or members shall have full authority to approve or disapprove such design and location. Within thirty (30) days after said plans and specifications have been submitted to it, or in any event, if no suit to enjoin the erection of such building or the making of such alterations has been commenced prior to the completion thereof, such approval will not be required and this covenant shall be deemed to have been complied with. (Source: 2007 Amended Restrictions).

6. The Property Owners' Board of Directors shall have the same authority over the Park and Boat Launching areas and no structure or improvements shall be placed thereon except as a community project and upon approval of the Board. (Source: 2005 Consolidated, Restated and Amended Restrictions).
7. No outside privies, toilets or portable toilets shall be permitted in this subdivision. The temporary use of a portable toilet during construction of a residence must be approved by the Board of Directors. (Source: 2005 Consolidated, Restated and Amended Restrictions).

Lot owners, his/her/their heirs or assigns shall be liable for central sewage connection charges, if any becomes available. (Source: 2005 Consolidated, Restated and Amended Restrictions).

8. The drainage of sewage into a road, street, alley, ditch or any waterway either directly or indirectly is prohibited. This shall not apply to the discharge of effluent from a sewage treatment plant serving this subdivision. (Source: 2005 Consolidated, Restated and Amended Restrictions).
9. No lots shall be used except for single-family RESIDENTIAL 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, hotel 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, 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. (Source: 2005 Consolidated, Restated and Amended Restrictions).
10. All residences or structures, excluding fences, shall be constructed on the tract to front on the street on which such tract faces, and shall be no closer than twenty (20) feet from the front line. No residences shall be located nearer than five (5) feet to other property lines. Portable sheds and storage buildings shall not exceed 300 square feet. There shall be no more one portable type shed or storage building placed on any lot, and said shed or building shall not be located in front of the street facing side of any residential or other permanent

structure, and shall be placed no closer than 5' to any side or rear property line. (Source: 2007 Amended Restrictions).

11. No noxious or offensive activity shall be carried on upon any lot or shall anything be done thereon which may be an annoyance or nuisance to the neighborhood. Annoying or nuisance activities include, but are not limited too:
  1. Excessive growth of grass, weeds and brush on any cleared or improved lot.
  2. Permitting existing residential building & other structures such as storage sheds/buildings, boat houses/piers, stand alone garages, driveways, etc., to become dilapidated or unsightly.
  3. Parking or storage of any motor vehicle or other transport device to include boats (serviceable or not), recreation vehicles (powered or not), and trailers (serviceable or not) within the right of way for more than sixty (60) days in any twelve month period. (Source: 2007 Amended Restrictions).
12. No structure of a temporary character, trailer, basement, tent, shack, garage, barn or other outbuilding shall be used on any tract at any time as a residence either temporarily or permanently, except when approved by the Board of Directors after receiving a request in writing for temporary lodging exemption. (Source: 2005 Consolidated, Restated and Amended Restrictions).
13. No residential structure shall be placed on a residential tract unless the living area has a minimum of 1000 square feet of living area, excluding porches and garages. There shall be no mobile, manufactured, or modular type residential homes allowed in the Texas Acres Subdivision. No homes that have a trailer frame, or be moveable by undercarriage, or are brought to the site in modules, or compartments, for final assembly shall be allowed. Specifically, homes shall be site built using traditional construction techniques, and exterior walls be wood, brick or a combination thereof, or "prefinished and/or composite" materials replicating same. (Source: 2007 Amended Restrictions).
14. No animals shall be kept or maintained on any lot, except customary household pets. (Source: 2005 Consolidated, Restated and Amended Restrictions).
15. No spiritous, vinous or malt liquors capable of producing intoxication shall ever be sold, or offered for sale, on said premises or any part thereof, nor shall said premises or any part thereof be used for illegal or immoral purposes. (Source: 2005 Consolidated, Restated and Amended Restrictions).
16. No sign of any kind shall be displayed to the public view except one sign of not more than five square feet, advertising the property for sale or rent, or signs used by the builders to advertise the property during the construction and sales period. (Source: 2005 Consolidated, Restated and Amended Restrictions).

17. No tract shall be used or maintained as a dumping ground for rubbish, trash, garbage, or other waste. Garbage and waste shall not be kept except in sanitary containers. There is to be no burning of household garbage in the Subdivision. (Source: 2005 Consolidated, Restated and Amended Restrictions).
18. There is to be no dumping of any material on the Texas Acres Property Owners property, parks, right of ways and etc., without written approval of the Board of Directors. (Source: 2007 Amended Restrictions).
19. All construction shall be completed within six months from date of beginning construction unless such period is extended in writing by the Property Owner' Board of Directors. (Source: 2005 Consolidated, Restated and Amended Restrictions).
20. No hunting, or the discharge of firearms, shall be allowed in any area of said subdivision. (Source: 2005 Consolidated, Restated and Amended Restrictions).
21. No boat docks, piers, boat houses, boat storage sheds, slips, pilings or rip rap shall be constructed, placed or excavated until plans and specifications have been approved in writing by the Property Owners' Committee.
22. 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. (Source: 2005 Consolidated, Restated and Amended Restrictions).
23. The owners of lots purchased in said Subdivision shall pay a Maintenance Fee of One Hundred Dollars (100.00) per lot for the period January 1 thru December 31. Said fee is due no later than the 1st of March of each year, to the Association to be used for the upkeep of the roads, parks and common facilities in said Subdivision. Said Maintenance Fee shall be secured by a lien against said lot, and failure to pay said assessment shall constitute a foreclosure lien against said lot. This lien is in the fonn of an assessment to run with the ownership of said lots. The Maintenance Fee shall be deemed delinquent if not paid by March 1st of the year in which such maintenance fees are due. (Source: 2007 Amended Restrictions).
24. 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 Sixty Dollars (60.00) for improved lots and Fifty

Four Dollars (\$54.00) for unimproved lots. 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 the Association shall remain in full force and effect. 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. (Source: 2005 Consolidated, Restated and Amended Restrictions).

25. 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 of the following purposes, as determined by the Board of Directors of said Association:
- (a) lighting, constructing, improving, and maintaining streets, sidewalks, paths, parkways, esplanades, or swimming pools, if any;
  - (b) improvements of any area between curbs and sidewalks;
  - (c) collecting and disposing of garbage, ashes, rubbish and similar material as well as the maintenance of vacant lots;
  - (d) the construction of clubhouse facilities, ramps, boat landings, boat basins and other similar recreation facilities on areas so reserved by Association; and
  - (e) doing any other thing necessary or desirable in the opinion of the Committee of said Association to keep the property neat and in good order or which considered of general benefit to the owners or occupants of Texas Acres Subdivision including any expenses incurred in enforcing any provisions of the restrictions, including any amendments thereto, on file in the County Clerk's office of Polk County, Texas.

The ditches and culverts in front of each lot shall be kept open and only the size culverts approved by the Board of Directors shall be installed. Any culvert installed inadequately may be removed by the Association and replaced at the expense of the lot owner. (Source: 2005 Consolidated, Restated and Amended Restrictions).

26. Every property owner in Texas Acres 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 at the duly called meeting of the Board at which quorum of Board 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. Any lot owner who has not paid the annual maintenance fees applicable to the lots he owns, once such maintenance fees are payable as provided by these restrictions as the Bylaws, shall be considered in default. Any lot owner delinquent in payment of any maintenance or other fees due on the record date of

any meeting, as determined by the Bylaws of the Association, shall not be entitled to vote at any meeting of the members, whether annual or special, and shall not be entitled to hold any directorship or office of the Association. (Source: 2005 Consolidated, Restated and Amended Restrictions).

27. To preserve the atmosphere and ambiance of the Texas Acres Subdivision and to preserve the integrity of the subdivision's road structure and topography, the removal of timber from unimproved subdivision lots for commercial resale purposes shall not be permitted. Timber removal from any lot in connection with the construction of a new residence or related structure will be spelled out in the required building permit for the structure. The elimination of an endangerment to an existing structure or power/telephone lines, or to eliminate a diseased or storm damaged tree or trees shall not require a permit. (Source: 2007 Amended Restrictions).

NOW, THEREFORE, the duly elected and qualified Board of Directors for Texas Acres Property Owners Association hereby file these 2009 Consolidated and Restated Restrictions, giving notice of the consolidation and restatement amendment by the Association at the (special/annual) meeting on \_\_\_\_\_, 2009.

TEXAS ACRES PROPERTY OWNERS  
ASSOCIATION

BY:

\_\_\_\_\_  
BILLY DIDDLE,  
Chairman of the Board

\_\_\_\_\_  
MARVIN F. DEES  
Director and Vice-President

\_\_\_\_\_  
CONNIE L. WOOD,  
Director and Treasurer

STATE OF TEXAS                    >✽

COUNTY OF \_\_\_\_\_ \*

          This instrument was acknowledged before me on the                    day of \_\_\_\_\_  
2007, by BILLY DIDDLE, MARVIN F. DEES, and CONNIE L. WOOD, for the purposes and  
consideration and in the capacity stated therein.

\_\_\_\_\_  
Notary Public, State of Texas

CONSOLIDATED, RESTATED AND AMENDED RESTRICTIONS  
FOR TEXAS ACRES SUBDIVISION POLK COUNTY, TEXAS

STATE OF TEXAS \*  
\* KNOW ALL MEN BY THESE PRESENTS:  
COUNTY OF POLK \*

WHEREAS, Texas Acres, Inc., (hereinafter called "Developer,,"), is therecord developer of a subdivision known and designated as TEXAS ACRES SUBDIVISION (hereinafter called "Subdivision"), in Polle County, Texas, as shown in the maps or plats of said subdivision, recorded in the Plat Records of Polk County, Texas, at Volume 3, page 31, et seq. for Section One. at Volume 3, page 69, et seq., for Section Two, and at Vol. 8, page 7, et seq., for Section Three, reference to which is hereby made for all purposes; and

WHEREAS, said Developer established and impressed upon all property in Texas Acres Subdivision certain deed restrictions, which are collectively referred to herein as "Original Restrictions", in three separate documents described herein; and

WHEREAS, said Developer, on September 11, 1967, at Volume 225, pages 275, et seq., Deed Records of Polk County, Texas, has previously filed its "Restrictions,, (**hereinafter called "Restrictions Section One"**) applicable to Section One of Texas Acres Subdivision, reference to which is hereby made for all purposes; and

WHEREAS, said Developer, on March 13, 1979, at Volume 358, page et seq., Deed Records of Polk County, Texas, has previously filed its "Restrictions" {hereinafter called "Restrictions Section Two") applicable to Section Two of Texas Acres Subdivision, reference to which is hereby made for all purposes; and

WHEREAS, said Developer, on April 22, 1980, at Volume 377, page 170, et seq. Deed Records of Polk County, Texas, has previously filed its "Restrictions" (hereinafter called

"Restrictions Section Three;') applicable to Section Three of Texas Acres S1. 1bdivision reference to which is hereby made for all purposes; and

WHEREAS, by that certain document entitled "General Warranty Deed", dated September 13, 1983, and filed of record at Vol. 445, page 3, et seq., of the Official Public Records of Polk County, Texas, the Developer's rights to certain streets, utilities and other conimortareas, as more particularly described in said document, were conveyed to and granted to TOMMY J. **SWAIM**, JOHN F. FOX, and JOHN H. MIMS, as Trustees for the benefit of the Texas Acres Property Owners Association; and

WHEREAS, by that certain document entitled "General Warranty Deed", **dated** September 13, 1983, and filed of record at Vol. 445, page 3, et seq., of the Official Public Records of Polk County, Texas, the Developer's rights to the "Entrance Road" to Texas Acres Subdivision, as more particularly described in said document, were conveyed to and granted to TOMMY J. SWAIM, JOHN F. FOX, and JOHN H. MIMS, as Trustees for the benefit of the Texas Acres Property Owners Association; and

WHEREAS, said Original Restrictions, Restriction No. 1, provided, in pant that the deed restrictions could be amended by"an instrument signed by a majority of the tnen owners of the tract [being] recorded, agreeing to change said covenants in whole or in part."; and

WHEREAS, on the current Trustees for the Texas Acres Property Owners Association, being Connie L. Wood, Billy Diddle, and Marvin F. Dees, on February 17, 2005, filed Articles of Incorporation for Texas Acres Property Owners Association (the "Association") with the Secretary of the State of Texas and a Charter was issued on the same date; and

NOW, THEREFORE, the duly elected and qualified Board of Directors for Texas Acres Property Owners Association hereby file these Consolidated, Restated and Amen.ded Restrictions

applicable to Texas Acres, Subdivision, subject to the filing of a written instruction signed by a majority of the current owners of the property in each Section of the Subdivision, agreeing to amend the Deed Restrictions, to be as follows:

1. These covenants are to run with the land and shall be binding upon all parties and persons claiming under them until January 1, 2025, A. D., at which time said covenants shall be automatically extended for successive periods of \_\_\_\_\_ 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 agreed to change said covenants in whole or in part. Additionally, the Association shall have the right at any time hereafter to make such reasonable changes in or waivers of any or all of the above restrictions, conditions, covenants as the Association in its sole discretion may deem reasonably necessary or desirable, subject to the approval of the Association's members by a majority vote in favor of such change in or waivers of any or all of the restrictions, conditions, and covenants by the members of the association at a special or annual meeting at which a quorum is had.
2. If the parties hereto, or any of them or their heirs, successors, or assigns shall violate or attempt to violate any of the covenants herein, it shall be lawful for the undersigned TEXAS ACRES PROPERTY OWNERS ASSOCIATION, its successors or assigns, to enter a lawsuit to recover such violation without liability, or it, its servants, agents, employees or assigns, and anyone owning any real property situated in said Subdivision shall have the right to prosecute a suit to proceed at law or equity against the person or persons violating or attempting to violate such restrictions and either to prevent him or them from doing, or to cause to be removed such violator and to recover damages for such violation.
3. The violation of any restriction or covenant herein shall not operate to invalidate any mortgage, deed of trust, or other lien acquired and held in good faith against such property or any part thereof, but such liens may be enforced against any and all property covered thereby, subject nevertheless to the restrictions herein.
4. There shall be three members elected to the Board of Directors, who will appoint a president, a vice president and a Secretary/Treasurer. Nominations shall be made from the floor and each member shall be elected to a term of two years. All proceedings at such election shall be governed by Roberts Rules of Procedure which rules shall also control the meetings of the Board of Directors. The owner of any lot or lots shall be entitled to one vote only. Any lot that is jointly owned is limited to one vote.
5. No structure, including, but not limited to boat docks, piers, boat houses, boat storage sheds, slips, pilings or rip rap, shall be erected, placed or altered on any building tract in this Subdivision, until the plans, specifications and plot plans showing the location of such building has been approved in writing as to conformity and harmony of external design with the existing structures in the subdivision. and as to location with respect to topography and finished ground elevation by the Property Owners' Board of Directors, or by a representative designated by a majority of the members of the said Board. In the event of death or resignation of any member or said Board, the remaining member or members shall have full authority to approve or disapprove such design and

location. Within thirty (30) days after said plans and specifications have been submitted to it, or in any event, if no suit to enjoin the erection of such building or the making of such alterations has been commenced prior to the completion thereof, such approval will not be required and this covenant shall be deemed to have been complied with. Neither the members of such Board of Directors nor its designated representative shall be entitled to any compensation for services performed pursuant to this covenant.

6. The Property Owners' Board of Directors shall have the same authority over the Patio and Boat Launching areas and no structure or improvements shall be placed thereon except as a community project and upon approval of the Board.

7. No outside privies, toilets or portable toilets shall be permitted in this subdivision. The temporary use of a portable toilet during construction of a residence must be **approved by the Board** of Directors.

Lot owners, his/her/their heirs or assigns shall be liable for central **sewage** connection charges, if any becomes available.

8. The drainage of sewage into a road, street, alley, ditch or any waterway either directly or indirectly is prohibited. This shall not apply to the discharge of effluent from a sewage treatment plant serving this subdivision.

9. No lots shall be used except for single-family RESIDENTIAL 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, hotel 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, 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.

10. All residences or structures, excluding fences, shall be constructed on the tract to front on the street on which such tract faces, and shall be no closer than twenty (20') feet from the front line. No residences shall be located nearer than five (5') feet to other property line.

11. No noxious or offensive activity shall be carried on upon any lot or shall anything be done thereon which may be an annoyance or 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 tract at any time as a residence either temporarily or permanently, except when approved by the Board of Directors after receiving a request in writing for temporary lodging exemption.

13. No residential structure shall be placed on a residential tract unless the living area has a

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minimum of 1000 square feet of living area, excluding porches and garages.

14. No animals shall be kept or maintained on any lot, except customary household *pets*.
15. No spiritous, vinous or malt liquors capable of producing intoxication shall ever be sold, or offered for sale, on said premises or any part thereof, nor shall said premises or any part thereof be used for illegal or immoral purposes.
16. No sign of any kind shall be displayed to the public view except one sign of not more than five square feet, advertising the property for sale or rent, or signs used by the builders to advertise the property during the construction and sales period.
17. No tract shall be used or maintained as a dumping ground for rubbish, trash, **garbage**, or other waste. Garbage and waste shall not be kept except in sanitary containers. There is to be no burning of household garbage in the Subdivision.
18. No building of frame construction shall be erected on any tract unless same shall at the time of construction receive at least two coats of good quality paint and/or stain; except, however, that brick or other "pre-finished" lumber may be used for outside walls. There is to be no dumping of any material on the Texas Acres Property Owners property, parks, right of ways and etc., without written approval of the Board of Directors.
19. All construction shall be completed within six months from date of beginning construction unless such period is extended in writing by the Property Owner' Board of Directors.
20. No hunting, or the discharge of firearms, shall be allowed in any area of said subdivision.
21. No boat docks, piers, boat houses, boat storage sheds slips, pilings or rip rap shall be constructed, placed or excavated until plans and specifications have been approved in writing by the Property Owners' Committee.
22. 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.
23. The owners of lots purchased in said Subdivision shall pay a Maintenance Fee the sum of Sixty Dollars (\$60.00) for improved lots, and Fifty Four Dollars (\$54.00) for unimproved lots due no later than the 15<sup>th</sup> day of April of each year, to the 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, and failure to pay said assessment shall constitute a foreclosure 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 April 1<sup>st</sup> of the year in which such maintenance fees are due.
24. The amount of the annual maintenance fee may be adjusted as shall be determined by a

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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 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 is, but in no event to be less than Sixty Dollars (60.00) for improved lots and Fifty Four Dollars (\$54.00) for unimproved lots. 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 the Association shall remain in full force and effect. 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.

25. 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 of the following purposes, as determined by the Board of Directors of said Association:

- (a) lighting, constructing, improving, and maintaining streets, sidewalks, paths, parkways, esplanades, or swimming pools, if any;
- (b) improvements of any area between curbs and sidewalks;
- (c) collecting and disposing of garbage, ashes, rubbish and similar material as well as the maintenance of vacant lots;
- (d) the construction of clubhouse facilities, ramps, boat landings, boat basins and other similar recreation facilities on areas so reserved by Association; and
- (e) doing any other thing necessary or desirable in the opinion of the Committee of said Association to keep the property neat and in good order or which considered of general benefit to the owners or occupants of Texas Acres Subdivision including any expenses incurred in enforcing any provisions of the restrictions, including any amendments thereto, on file in the County Clerk's office of Polk County, Texas.

The ditches and culverts in front of each lot shall be kept open and only the size culverts approved by the Board of Directors shall be installed. Any culvert installed inadequately may be removed by the Association and replaced at the expense of the lot owner.


26. Every property owner in Texas Acres 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 the restrictions. and said lawsuit to be brought in the name of the Association at the duly called meeting of the Board at which quorum of Board 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. Any lot owner who has not paid the annual maintenance fees applicable to the lots he owns, once such maintenance fees are payable as provided by these restrictions as the Bylaws, shall be considered in default. Any lot owner delinquent in payment of any maintenance or other fees due on the record date of any meeting, as determined by the Bylaws of the Association, shall not be entitled to vote at any meeting of the members, whether annual or special, and shall not be entitled to hold any directorship or office of the Association.


These Amended and Restated Restrictions shall be effective upon the filing of an instrument evidencing the agreement of a majority of the lot owners in each Section with the County Clerk of Polk County, Texas.

TEXAS ACRES PROPERTY OWNERS ASSOCIATION

BY:

  
BILLY DIDDLE,  
Director and President

  
Director and Vice-President

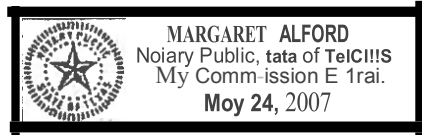
  
Director and Secretary/Treasurer

STATE OF TEXAS \*

COUNTY OF @.t.< \*

This instrument was acknowledged before me on the 28 day of 11A c.\.l 2005, by BU.LY DIDDLE, MARVIN F. DEES, and CONNIE L. WOOD, for the purposes and consideration and in the capacity stated therein.

*Margaret Alford*  
Notary Public, State of Texas



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State of Texas }  
County of Polk }  
I, BARBARA MIDDLETON 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 of Polk County, Texas as stamped hereon by me.

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APR 01 2005

/J.P.-

C;Y- -

COUNTY CLERK  
POLK COUNTY, TEXAS

FILED FOR RECORD  
2005 APR -1 A 9:36

*Barbara Middleton*  
BARBARA MIDDLETON  
POLK COUNTY CLERK