

00892

RESTATED AND AMENDED RESTRICTIONS FOR
LAKELAND HIDAWAY PROPERTY OWNERS ASSOCIATION, INC.
SECTIONS 1,2,3,AND 4, POLK COUNTY, TEXAS

THE STATE OF TEXAS *

KNOW ALL MEN BY THESE PRESENTS:

COUNTY OF POLK *

WHEREAS, LAKELAND PROPERTIES, INC (hereinafter called "Developer"), is the record developer of a subdivision known and designated as LAKELAND HIDAWAY SUBDIVISION, SECTION ONE (hereinafter called "Section 1"), in Polk County, Texas, at Volume 3, Page 80, reference to which is hereby made for all purposes; and

WHEREAS, said developer, at Volume 242, Page 258, et seq, Deed Records of Polk County, Texas, bearing date of October 31, 1969, filed its "Covenants and Restrictions" (hereinafter called "Restrictions Section 1"), applicable to Section 1, reference to which is hereby made for all purposes; and

WHEREAS, said developer, by document dated June 12, 1971, filed of record at Volume 256, Page 730, Deed Records of Polk County, Texas, made certain revisions to the Restrictions Section 1, reference to which is here made for all purposes; and

WHEREAS, said Restrictions Section 1, reserved the right to the owners of the lots in Section 1, by filing of an instrument signed by a majority of the then owners of the lots of said Section 1, to amend said Restrictions 1, Article IV, General Provisions, Section 1: and

WHEREAS, LAKELAND PROPERTIES, INC. (hereinafter called "Developer") is the record developer of a subdivision known and designated as LAKELAND HIDAWAY SUBDIVISION, SECTION TWO (hereinafter called "Section 2"), 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 4, Page 26, reference to which is made for all purposes; and

WHEREAS, said developer, at Volume 255, Page 70, et seq, Deed Records of Polk County, Texas, bearing date of April 28, 1971, filed its "Restrictions" (hereinafter called "Restrictions Section 2"), applicable to Section 2, reference to which is hereby made for all purposes; and

WHEREAS, said Restrictions Section 2, reserved the right to the owners of the lots of Section 2, by the filing of an instrument signed by a majority of the then owners of the lots of said Section 2, to amend said Restrictions Section 2, Article IV, General Provisions, Section 2; and

WHEREAS, LAKELAND PROPERTIES, INC. (hereinafter called "Developer"), is the record developer of a subdivision known and designated as LAKELAND HIDAWAY SUBDIVISION, SECTION THREE, (hereinafter called "Section 3"), 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 5, Page 5, reference to which is hereby made for all purposes; and

WHEREAS, said developer, at Volume 267, Page 614, et seq, Deed Records of Polk County, Texas, bearing date of May 23, 1972, filed its "Restrictions" (hereinafter called "Restrictions Section 3"), applicable to Section 3, reference to which is hereby made for all purposes; and

WHEREAS, said developer, by document dated July 2, 1973, filed of record at Volume 279, Page 480, Deed Restrictions of Polk County, Texas, made certain revisions to the Restrictions Section 3, reference to which is here made for all purposes; and

WHEREAS, said developer, at Volume 269, Page 178, et seq: Deed Records of Polk County, Texas, bearing a date of July 18, 1972, filed its "Restrictions" (hereinafter called "Restrictions Section 4"), reference to which is hereby made for all purposes; and

WHEREAS, said Restrictions Section 4, reserved the right to the owners of the lots in Section 4, by the filing of an instrument signed by a majority of the then owners of the lots of said Section 4, to amend said Restrictions Section 4, Article IV, General Provisions, Section I; and

WHEREAS, Lakeland Hidaway Property Owners Association, Inc. (hereinafter called the "Association"), a Texas non-profit corporation, was incorporated by Charter issued by the State of Texas on October 26, 1978; and

WHEREAS, the Developer transferred and assigned funds and its interest under the Deed Restrictions concerning maintenance fees, by the certain document entitled "Transfer and Assignment of Funds," dated October 21, 1978, and filed of record at Volume 352, Page 738, Polk County Deed Records; and

WHEREAS, the Developer assigned and transferred to the Association certain common areas of the subdivisions, commonly known as "Lakeland Hidaway Marina", which is more particularly described by that certain General Warranty Deed, dated October 21, 1978, and filed of record at Volume 352, Page 733, Polk County Deed Records; and

WHEREAS, the Association filed Revision of Sections 1,2,3, & 4 Restrictions of Lakeland Hidaway, dated April 30, 1984, recorded at Volume 458, Page 208, Polk County Deed Records.

WHEREAS, after a Chapter 211 Election, the Lakeland Hidaway Property Owners Association, Inc., filed for record at Volume 2104, page 160. The 211 Election adopted the following procedure to amend the Deed Restrictions:

The members of Lakeland Hidaway Property Owners Association, Inc. shall have the right at any time hereafter to amend the deed restrictions applicable to Lakeland Hidaway Subdivision, by a majority vote of the members of the Lakeland Hidaway Property Owners Association voting in favor of such amendment to any or all of the restrictions, conditions, and covenants applicable to the Lakeland Hidaway Subdivision, by the members of the Association at a special or Annual meeting at which a quorum is had, in person or by proxy, with each member of Lakeland Hidaway Property

Owners Association being entitled to such votes as allowed by the By-Laws of Lakeland Hidaway Property Owners Association.

NOW, THEREFORE, the Board of Directors, subject to a ratification by a majority of the lot owners of said subdivision, hereby restate Restrictions for Sections 1,2,3 & 4, by making the Restrictions uniform in all four Sections, except as otherwise set forth herein, by amending the Restrictions, which restatements, amendments, and additions are as follows:

RESTRICTIONS, COVENANTS AND CONDITIONS

1. Land Use and Building Type. All lots (save and except those set forth hereinabove) shall be known, as described and used as lots for residential purposes only (hereinafter referred to as "Lots"), and no structure shall be erected, altered, placed or permitted to remain on any residential lot other than one single-family dwelling not to exceed two full stories in height with an attached or detached garage, which garage shall be erected only simultaneously with or subsequent to the erection of the residence, and the exterior of any residence shall be completed within one (1) year after construction of same commences. As used herein, the term "residential purposes" shall be construed to prohibit the use of said property for duplex houses, garage apartments or apartment houses; and no residential lot shall be used for business or professional purposes of any kind, nor for an commercial or manufacturing purposes. Agreement on establishing business shall be set out in Deed, the purpose of this being that no business shall be offensive or an eyesore, such as a chicken processing plant or a junk yard, etc, or any business that will devalue this property. No building of any kind or character shall ever be moved onto any lot within Lakeland Hidaway, Sections 1, 2, 3 and 4, unless same be an appropriate accessory building used for storage expressly approved by the Architectural Control Committee hereinafter constituted.
2.
 - A. Section 1: Except as may be otherwise provided for in these Deed Restrictions, Toolhouses, tents and camping trailers will be permitted on a temporary basis in Section 1, provided they are neat and have a pleasant exterior and are approved by the Architectural Control Committee. Permanent manufactured housing will be allowed on Warbler Lane, Raven Lane, Piney Lane, and Oriole Lane provided they are factory designed, neat in appearance and have adequate bathroom facilities properly attached to a septic tank and field drain line, will NOT be allowed on Klein Drive, Foyt Drive, Lazy Oak Lane, or Wildbird Lane.

- B. Section 2: Permanent manufactured housing will be allowed on Lots numbered 128 through 144 and numbers 39 thru 64, provided they are factory designed, neat in appearance and have adequate bathroom facilities properly attached to a septic tank and field drain line, but will not be allowed on any other lots in this Section. Any manufactured home must be skirted within the time period as approved by the Architectural Control Committee.
- C. Section 3: Only on-site built homes, and no mobile homes or other manufactured housing (double wides, etc.) may be installed in Section 3.
- D. Section 4: Permanent manufactured housing will be allowed on Lots in Section 4, provided they are factory designed, neat in appearance and have adequate bathroom facilities properly attached to a septic tank and field drain line. Any manufactured home must be skirted within the time period as approved by the Architectural Control Committee.

2. Architectural Control. No building shall be erected, placed or altered on any lot until the construction plans and specifications and a plot plan showing the locations of the structure have been approved by the Architectural Control Committee, hereinafter established, as to quality of workmanship and materials, harmony of external design with existing structure, and as to location with respect to topography and finished grade elevation.

No fence or wall will be erected without prior approval of the Architectural Control Committee.

(a) Composition of Committee. The Architectural Control Committee ("Committee") shall be composed of such number of members established by the Board of Directors of the Association, which members of the Architectural Control Committee can be discharged with or without cause upon majority vote of the Board of Directors. A majority of the Committee may designate a representative to act for it. In the event of the death or resignation of any initial or successor members of the Committee, the Board of Directors shall have full authority to designate a successor or successors. In the event of the death or resignation or continued absence or failure to function of all members of the Committee, the Board of Directors shall have full authority to appoint a new Committee. Neither the members of the Committee nor its designated representative shall be entitled to any compensation for services performed hereunder.

(b) Control over Restrictions, Construction and Maintenance of Dwelling.

In each instance in these Restrictions in which the approval of the Committee is specified, such approval shall be evidenced by express written consent of the Committee or its designated representative. In the event approval is withheld, an explanatory letter setting forth the reasons for disapproval shall be issued by the Committee or its representative to the applicant. Any submission for approval to the Committee or its representative if not expressly approved or disapproved by the Committee or its representative within thirty (30) days from the receipt of such submission by the Committee or its representative shall be deemed approved. Any activity subject to the approval of the Committee which is carried on without Committee approval is at the risk of the one performing any such activity, and the Committee or any beneficiary of these Restrictions may proceed at law or in equity seeking injunctive relief or other remedies as may be deemed advisable or appropriate. If in the opinion of the Committee or its representative the exterior of any dwelling is in need of repair or maintenance the Committee shall notify the owner thereof in writing of the need of such repairs or maintenance, and if such repairs or maintenance are not accomplished within ninety (90) days of said notice, then the Committee may proceed to have such repairs or maintenance work done for the account of and payment by the owner, and the owner shall pay upon demand the Committee's costs, together with interest at the rate of ten percent (10%) per annum until such payment is made, and reasonable attorney's fees if referred to an attorney for collection. The Committee's approval shall be subject to any municipal, county, State or Federal rules, regulations or laws.

3. Dwelling Size. The following dwelling sizes shall apply to all new construction, and where allowed manufactured housing, in all Sections: The ground floor area of the main residential structure, exclusive of open porches and garages, shall be not less than eight hundred (800) square feet.

4. Type of Construction, Materials and Landscape. Residences may be constructed of frame materials or masonry. No structure shall be erected or placed on said lot unless built of solid, permanent materials with pleasing exterior. No structure shall employ tar paper, rolled brick siding or similar materials on the outside walls, and outside material for pitched roofs shall be asphalt shingles or composition roofing materials or their equivalent or superior in quality. All structures must comply with applicable governmental laws and regulations, anything contained in these restrictions to the contrary notwithstanding. All plumbing and drains must be connected with septic tanks with field drain lines, with the proper installation of same to be subject to the approval of the Architectural Control Committee hereinbefore constituted, and shall further meet the minimum requirements of the Trinity River Authority of Texas, the Texas Water Quality Board and Polk County, Texas. No one shall occupy the structure until the exterior has

been finished. When construction of a dwelling or other above-ground improvements has begun, the exterior of such constructions must be completed within one (1) year from date of commencement of construction.

5. Building Location. For the purpose of this covenant, eaves, steps and open porches shall be considered a part of the building. For the purpose of these covenants, the front of each lot shall coincide with and be the property lines having the smallest or shortest dimension abutting a street. No building shall be located on any lot within:

(a) Section 1: Nearer to the front lot line than twenty (20) feet, and not nearer than five (5) feet to either of the side lot lines, except when two or more lots are under one ownership then the exterior sides of the adjoining lots will be considered the side lot lines;

(b) Section 2: Nearer to the front lot line than twenty (20) feet, and not nearer than five (5) feet to either of the side lot lines, except when two or more lots are under one ownership then the exterior sides of the adjoining lots will be considered the side lot lines;

(c) Section 3: Nearer to the front lot line than twenty (20) feet, and not nearer than five (5) feet to the rear lot lines, and not nearer than five (5) feet to either of the side lot lines, except when two or more lots are under one ownership then the exterior sides of the adjoining lots will be considered the side lot lines;

(d) Section 4: Nearer to the front lot line than twenty (20) feet, and not nearer than five (5) feet to the rear lot lines, and not nearer than five (5) feet to either of the side lot lines, except when two or more lots are under one ownership then the exterior sides of the adjoining lots will be considered the side lot lines;

6. Minimum Lot Area. No lot or lots shall be re-subdivided without the express approval of the Architectural Control Committee.

7. Easements. Association, for itself, its successors and assigns, hereby reserves without the necessity of further assent or permit from subsequent owners of lots subject to these restrictions the right to grant to itself or 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 lots abut, or upon any parts of lots covered and affected by these restrictions, at the election of the Association, poles and wires for electric lights, telephone or telegraph, 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 for the benefit of Lakeland Hidaway, Sections 1, 2, 3, and/or 4, and in connection with the beneficial use of said roads, streets, avenues and ways, and only in and on any lot or lots when necessary to effect any of the foregoing purposes. All losses, claims, expenses and any further nature or kind of damages arising out of or connected with the construction, maintenance, repair and removal of such installations by the Association, its successors and assigns, or any public utility company, or any of their agents, employees or servants, are hereby waived and relinquished by any owner of a lot or lots in Lakeland Hidaway, Sections 1, 2, 3, and/or 4. Fee simple title to all roads, streets, alleys and ways in Lakeland Hidaway, Sections 1, 2, 3, and/or 4 are hereby expressly reserved unto the Association, its successors and assigns, and the Association hereby reserves for itself, its successors and assigns the right to dedicate such roads, streets, alleys or ways to and for the use of the public.

8. Annoyance or Nuisances. (a) No noxious, offensive, or illegal activity shall be carried on upon any lot, nor shall anything be done thereon which may become an annoyance to the neighborhood.

(b) Only motor bikes or motorcycles with four-cycle engines and licensed for street operation will be allowed in Lakeland Hidaway Subdivision, Sections 1, 2, 3, and 4, and same must be equipped with a muffler in accordance with State laws for such vehicles. No motorcycles, motor bikes, four-wheel drive vehicles, or other recreational vehicles may be operated in the subdivision for any purpose except for transportation to and from the various lots.

(c) No animals shall be kept or maintained on any lot except customary household pets, and then not more than two (2) of such pets. All pets must be restricted to owner's lot.

(d) The continuous parking of automobiles in the streets, roads, alleys and ways in Lakeland Hidaway Subdivision, Sections 1, 2, 3, and 4, for excessively long periods of time shall be deemed an annoyance in accordance with this restriction. No eighteen (18) wheelers or other similar commercial vehicles shall be permitted on the roads in the subdivision, except as may be necessary for construction of improvements on the property. The property owner responsible for bringing such vehicle into the subdivision shall be responsible for any road damage caused by such vehicular traffic.

9. Signs and Billboards. No signs, billboards, posters, or advertising devices of any character shall be erected on any lot, without the consent in writing of the Association. The Association shall have the right to remove any such sign, advertisement, billboard or advertising structure which is placed on any lot without the consent of the lot owner or any other person, and in so doing shall not be liable

and is expressly relieved from any liability upon any claim, demand and/or cause of action for damages or alleged damages resulting directly or indirectly, from or anyway connected with such removal.

10. Oil and Mining Operations. No oil, gas, sulphur, or other minerals or mineral development operations, oil refining, quarrying or mining operations of any kind shall be permitted upon or in any lot, nor shall oil wells, tanks, tunnels, mineral excavations or shafts be permitted upon or in any lot. No derrick or other structure designed for use in boring for oil or natural gas or other minerals shall be erected, maintained or permitted upon any lot.

11. Timber. No merchantable timber shall be cut or mutilated from or on the lots subject hereto before said property is paid for in full, except an amount of such timber as is reasonably necessary to clear a residential construction site.

12. Storage and Disposal of Garbage and Refuse. No lot shall be used or maintained as a dumping ground for rubbish. Trash, garbage or other waste materials shall not be kept except in sanitary containers constructed or made of metal, plastic or masonry material with sanitary covers or lids. All incinerators or other equipment for the storage or disposal of such waste material shall be kept in clean and sanitary condition; provided, further that no lot shall be used for the open storage of any materials whatsoever which storage is visible from the street, except that new building materials used in the construction of improvements erected on any lot may be placed upon such lot at the time construction is commenced and may be maintained thereon for a reasonable time, so long as the construction progresses without undue delay, until the completion of the improvements, after which these materials shall either be removed from the lot or stored in a suitable enclosure on the lot.

13. The owners and/or occupants of all lots in the 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 construction 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, or any of them, the Association may, without liability to the owner or occupant, in trespass or otherwise, 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, and may 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 these subdivisions, to pay such statement immediately upon receipt thereof.

14. Lakeland Hidaway Property Owners Association, Inc. All owners of lots in Lakeland Hidaway Subdivision, Sections 1, 2, 3, and 4, shall be members of the Lakeland Hidaway Property Owners Association, Inc., chartered as a Texas Non-Profit Corporation on October 26, 1978, Charter No. 45223901, and all lots within Lakeland Hidaway Subdivision, Sections 1, 2, 3, and 4, shall be subject to the maintenance fees and other assessment fees as set forth in these amended restrictive covenants, reservations and provisions, and all property owners in Lakeland Hidaway Property Owners Association, Inc. shall be subject to and bound by the rules and regulations of the Lakeland Hidaway Property Owners Association, Inc., as provided for by the By-Laws rules and regulations of said Association.

15. Maintenance Fees (a) All owners of lots in Lakeland Hidaway Subdivision, Sections 1, 2, 3, & 4, shall pay an annual maintenance fee, payable in advance, as determined and set by the Association. Each owner shall pay a minimum fee of \$100 per year for the first two (2) lots owned by said owner, and an additional \$10 per year for each additional contiguous lot, per owner, and per section, effective January 1, 2018, as defined by the By-Laws of Lakeland Hidaway Property Owners Association, Inc.

(a.1.) All owners interested in having privileges and access to Lakeland Hidaway Marina shall pay an annual fee, payable in advance, as determined and set by the Association. Each owner shall pay \$50.00 per year, in addition to the maintenance fees of the Subdivision, and only after said debts are paid in full, will access to the Marina be permitted. Any persons not owning lots in Lakeland Hidaway Subdivision shall have privileges and access to Lakeland Hidaway Marina by paying an annual fee of \$150.00.

(b) The amount of the maintenance fee 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 be the amount set for the preceding year. Such maintenance fee shall be secured by a lien upon the particular lot, tract or parcel of land at the time the fee is due. Said maintenance fees shall be due on or before January 1 of the year after these Amended Restrictions are adopted, and shall be deemed delinquent if not paid on or before February 1 of the year in which the maintenance fee is due. Said assessments shall be in the form of a covenant to run with the ownership of the said lots.

(c) Any maintenance fee not paid when due shall give the Association the right to bring an action at law against the person or entity obligated to pay same, or the Association may foreclose the lien created hereby against the particular lot, tract or parcel. Interest at twelve percent (12%) per year from date due, costs and reasonable attorney's fees incurred in such action shall be added to the amount due. Each such person or entity owning any lot, tract or parcel out of the said property, by acceptance of a deed thereto, hereby grants to the Association, its successors and assigns, or its agents, the right and power to bring all such actions against same personally for the collection of the maintenance fees due and unpaid, and to enforce the aforesaid lien by all methods available, including nonjudicial foreclosure pursuant to Section 51.002 and such persons and/or entities hereby expressly grant to the Association a power of sale in connection with such liens.

(d) All lots, tracts or parcels out of the said property owned by the Association shall be exempt from the lien and maintenance fees provided for hereby during the period the Association owns same. Said lien and fee shall attach to the particular lot, tract or parcel upon conveyance of same by the Association.

(e) 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, said lawsuit to be brought in the name of the Association, upon a vote by the majority of the Board of Directors of the Association at a 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 By-Laws 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 and the By-Laws, shall be considered in default.

The Board of Directors may establish such rules for use and fees for use of the Marina by non-property owners.

(f) 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 said Association:

1. Lighting, constructing, improving, and maintaining streets, sidewalks, paths, parkways, esplanades, marina, or swimming pools, if any;
2. collecting and disposing of garbage, ashes, rubbish, and similar material as well as the maintenance of vacant lots;
3. the construction of club facilities, ramps, boat landings, boat basins and other similar recreation facilities on areas so reserved by the developer;

4. professional fees;

5. doing any other thing necessary or desirable in the opinion of the Board of said Association to keep the property neat and in good order or which is considered of general benefit to the owners or occupants of Lakeland Hidaway Subdivision, Sections 1,2,3 & 4, 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.

16. Special Assessments. (a) The Association shall have the right to assess against each member, in addition to the maintenance fees as set forth in these Deed Restrictions, special assessments for major street repairs and upkeep of their lots. Such special assessments shall be assessed against each such lot and shall be secured by a lien against the lot, to be enforced the same as the maintenance fees as required by these Deed Restrictions. The special assessment shall be set by the Board of Directors, subject to the approval of the majority of the members, represented in person or by proxy, of the Association at a special or 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 or special meeting and of the proposed special assessment, as provided for by the provisions of the By-Laws.

(b) Further, the Board of Directors may assess charges for mowing and cleaning up of any lot within the subdivision if the owner of said lot fails to mow and clean up the lot within thirty (30) days after notice. The Board of Directors shall, upon resolution duly adopted, give the owner of any lot the Board of Directors deems in need of mowing and cleaning up, thirty (30) days, upon receipt of notice, within which to mow and clean up the lot owned by said property owner. Such notice shall be by Certified Mail, return receipt requested to the last address of said lot owner on the membership list of the Association. Notice shall be deemed perfected if the lot owner refuses to accept, or fails to claim, the letter. Assessment fees become delinquent if not paid within thirty (30) days upon receipt, and shall further be secured by a lien against the lot to be enforced the same as maintenance fees as set forth in these Deed Restrictions.

17. Rights of Association. The Association shall have the right to enter upon any lot at any time to preserve the restrictions, conditions, covenants or agreements

herein contained. Failure to enforce any restriction, condition, covenant or agreement herein contained shall in no event be deemed a waiver of a right to do so thereafter, as to the same breach or as to the one occurring prior to subsequently thereto, and invalidation of any one of these covenants or part thereof, by judgment or court order shall in no wise affect any of the other provisions or part thereof which shall remain in full force and effect, and any written approval by the Association of any act shall be subject to any Municipal, County, State or Federal rules regulations or laws.

18. Resolution of Conflicts. In the event of any conflict between the original Restrictions and these Amended Restrictions, the Amended Restrictions shall control, unless otherwise adjudicated by a District Court of Polk County, Texas.

19. Guests. Property owners shall be entitled to bring guests to the subdivision and said guests shall enjoy all the privileges of using and enjoying any and all of the facilities made available to the property owners. Property owners shall be responsible for any and all guests they allow upon the property, and said property owners shall remain liable for any violations of these Deed Restrictions committed by any of their guests.

20. Driveway Drainage. Each private driveway shall have a drainage structure thereunder and parallel to the roadway which provides a net drainage opening area sufficient size to permit the free flow of water without backwater, and in no event shall such drainage structure have a new drainage opening area less than that of a minimum of a fifteen (15) inch diameter or a maximum of a eighteen (18) inch diameter pipe culvert or minimum Polk County, Texas, requirements.

21. Term. These restrictions and covenants shall run with the land, and shall be binding on all persons owning lots in the Subdivision 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 Polk County, Texas, after which time such covenants shall be automatically extended for successive periods of ten (10) years, unless the Association amends these Restrictions as provided herein. The Association may amend these Restrictions and 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, represented in person or by proxy, at a special or annual meeting at which is quorum is had.

22. Enforcement. Enforcement of these restrictions and covenants may be by proceedings at law or in equity against any person or persons violating or attempting to violate any restrictions or covenant either to restrain such violation or proposed

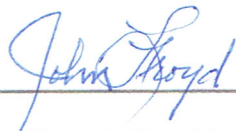
violation or to recover damages; such enforcement may be made by the *Association* and/or the owner of any lot in said subdivision.

23. Violations. The violations of any of these restrictions and covenants shall not operate to invalidate any mortgage, deed of trust or other lien held against said property, or any part thereof, and such liens may be enforceable against any and all property covered thereby, subject nevertheless to, these restrictions and covenants.

24. Severability. The waiver, invalidity, illegality, or unenforceability of any one or more of these restrictions, covenants, or conditions, by judgment, court order, action of the Board of the Association, or otherwise, shall in no wise constitute a waiver of or invalidate any other restriction, covenant, or condition, but all such other restrictions, covenants and conditions shall continue to remain in full force and effect as if such waiver had never existed or such invalid, illegal, or unenforceable provision had never been contained herein.

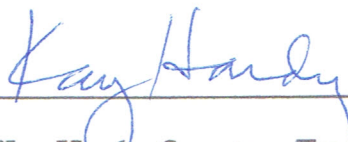
These 2017 Amended and Restated Deed Restrictions were approved by a majority vote of the members of the Association at the Annual Meeting held on June 3, 2017, with 55 votes in favor of the amended Deed Restrictions and no votes against. The 2017 Amended Deed Restrictions are to be filed with the Polk County Clerk for Polk County, Texas.

Signed on June 3, 2017



John Froyd, President

Attest:

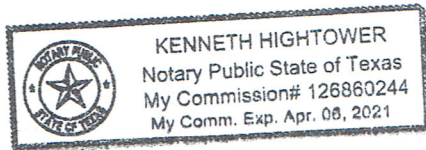


Kay Hardy, Secretary-Treasurer

STATE OF TEXAS *

COUNTY OF POLK *

This instrument was acknowledged before me on the 7 day of February, 2018, by KAY HARDY, Secretary-Treasurer of Lakeland Hidaway Property Owners Association, Inc. on behalf of said corporation.



[Signature]
NOTARY PUBLIC, STATE OF TEXAS

After filing, return to:

✓ LHPOA

PO BOX 368, Livingston, TX 77351

FILED FOR RECORD

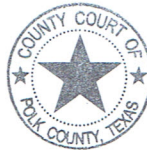
2018 FEB -7 PM 3:24

Schelana Hock
POLK COUNTY CLERK

STATE OF TEXAS }
COUNTY OF POLK }

I, SCHELANA HOCK hereby certify that the 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.

FEB 7 2018



Schelana Hock

COUNTY CLERK
POLK COUNTY, TEXAS