

Rec'd  
2/8/15

12611

2007-1612-758

**DEED RESTRICTIONS FOR  
RESERVES 2 AND 3 OF SECTION 5 OF  
TWIN HARBORS "ON LAKE LIVINGSTON"  
SUBDIVISION, POLK COUNTY, TEXAS**

*Section 5  
Reserve 2  
& 3*

STATE OF TEXAS

COUNTY OF POLK

WHEREAS, DONE E. WARFIELD, and C.L. CONNER, CO-TRUSTEES, hereinafter called "Original Developer", were the developers of that certain subdivision known and designated as Twin Harbors, a subdivision in Polk County, Texas, ("Twin Harbors subdivision"), according to the map or plat of such subdivision filed for record in the office of the County Clerk of Polk County, Texas, reference to which maps or plats being hereby made for all purposes; and,

WHEREAS, on or about November 11, 1976, uniform Deed Restrictions were filed with the Office of the County Clerk of Polk County, Texas, and recorded under County Clerk's File No. 6251, said restrictions being for the purposes therein stated; and

WHEREAS, Original Developer, then being the record owner of at least 66-2/3% of all the lots in said Twin Harbors "on Lake Livingston", Subdivision, and for the purpose of further insuring the continued uniform development of said subdivision caused that certain document entitled "First Amended Deed Restriction" to be filed, at Vol. 349, page 850 et seq., which superseded the previous restrictions effective as of the recondition of same; and

WHEREAS, Original Developer did therein rededicate said property in accordance with the dedication appearing on said maps, and agree that the land shown to be subdivided into numbered lots to according to said maps is held and shall hereafter be conveyed subject to the covenants, conditions, stipulations and restrictions, as hereinafter set forth, for the purpose of creating and carrying out a uniform plan for the improvement and sale of said property in said subdivision as a restricted residential subdivision, the following restrictions upon the use of said property and hereby established and adopted and shall be made a part, by appropriate reference to this instrument, of each and every contract for deed, by the Developer converting the numbered lots set forth on said plats, and same shall be considered part of each such contract or deed as though fully incorporated therein. The said restrictions hereinafter set forth shall be and are hereby imposed upon each numbered lot in said subdivision and shall constitute covenants running with the land and shall be binding upon and shall inure to the benefit of Developer, his heirs, executors, administrators, successors, and assigns, and all subsequent purchasers of said property, their heirs, executors, administrators, successors, and assigns, and each such party by virtue of executing a contract, deed of other instrument covering said property, shall be subject to and bound by such restrictions, covenants and conditions which are to be considered as covenants running with the land and binding upon all future owners and enforceable by any one of the land owners in sad subdivision until July 1<sup>st</sup>, 2027 A.D.,

*Notarized 11/5/07*

whereupon such restrictions shall terminate and cease, unless extended as hereinafter provided; and

WHEREAS, by that certain "Warranty Deed With Vendor's Lien" dated November 25, 1979, Original Developers conveyed to Harold Ellis all of that certain tract of land known and designated as Reserve 2, Block 1, Section 5 of Twin Harbors, "on Lake Livingston", which deed was filed for record on August 28, 1980 at Vol. 383, pages 756, et seq.; and

WHEREAS, by that certain "Warranty Deed With Vendor's Lien" dated November 25, 1979, Original Developers conveyed to Harold Ellis all of that certain tract of land known and designated as Reserve 3, Block 1, Section 5 of Twin Harbors, "on Lake Livingston", which deed was filed for record on August 28, 1980 at Vol. 383, pages 698, et seq.; and

WHEREAS, by that certain "General Warranty Deed" dated January 31, 2006, Harold E. Ellis, Jr., also known as Harold Ellis, conveyed to Prominent Leasing, LTD, 11968 Rose Road, Conroe, Texas 77303, ("Prominent Leasing"), all of that certain tract of land known and designated as Reserves 2 and 3, Block 1, Section 5 of Twin Harbors, "on Lake Livingston", which deed was filed for record on January 31, 2006 at Vol. 2006-1492-032, et seq.; and

WHEREAS, the Twin Harbors "on Lake Livingston" Property Owners Association, Inc., (the "Association") was incorporated as a Texas non-profit corporation, by Articles of Incorporation filed with the Secretary of the State of Texas on February 21, 1978; and

WHEREAS the Association is the property owners association for the Twin Harbors subdivision, as defined by the Texas Property Code; and

WHEREAS, Prominent Leasing is desirous of subdivision Reserve 2 into four (4) lots and Reserve 3 into four (4) lots, for a total of eight (8) lots and impressing upon such property deed restrictions, consistent with the deed restrictions applicable to the other lots and tracts situated and located within Section 5 of the Twin Harbors subdivision together with mandatory membership in the Association; and

WHEREAS, the Association is agreeable to accepting the property designated and known as Reserves 2 and 3, Section 5, into the jurisdiction of the Association, in exchange for the impressing of deed restrictions, consistent with the deed restrictions applicable to the other lots and tracts situated and located within Section 5 of the Twin Harbors subdivision.

NOW, THEREFORE, WE, PROMINENT LEASING and the TWIN HARBORS "ON LAKE LIVINGSTON" PROPERTY OWNERS ASSOCIATION, INC., for valuable consideration, the sufficiency and receipt of which is acknowledged, do hereby rededicate all property platted as Reserve 2, Block 1, Section 5 and Reserve 3, Block 1, Section 5, of Twin Harbors subdivision, in accordance with the dedication appearing on said maps, and agree that the land, as may be subdivided into lots, to be evidenced by the filing of a plat, or by field note descriptions in the individual deed conveying such property, and shall hereafter be conveyed subject to the covenants, conditions, stipulations and restrictions, as hereinafter set forth, for the purpose of creating, carrying

and continuing the uniform plan for the improvement and sale of said property in said subdivision as a restricted residential subdivision, the following restrictions upon the use of said property and hereby established and adopted and shall be made a part, by appropriate reference to this instrument, of each and every contract for deed, by Prominent Leasing conveying the numbered lots set forth on said plats, and same shall be considered part of each such contract or deed as though fully incorporated therein. The said restrictions hereinafter set forth shall be and are hereby imposed upon each numbered lot in said subdivision and shall constitute covenants running with the land and shall be binding upon and shall inure to the benefit of Prominent Leasing, its executors, administrators, successors, and assigns, and all subsequent purchasers of said property, their heirs, executors, administrators, successors, and assigns, and each such party by virtue of executing a contract, deed of other instrument covering said property, shall be subject to and bound by such restrictions, covenants and conditions which are to be considered as covenants running with the land and binding upon all future owners and enforceable by any one of the land owners in said subdivision until July 1<sup>st</sup>, 2027 A.D., whereupon such restrictions shall terminate and cease, unless extended as hereinafter provided, to wit:

#### RESERVATIONS

1. There shall be reserved the utility easements and drainage easements as shown on said original, or any amended plat of said subdivision, an easement over all streets for the purpose of installing, using, and repairing and maintaining public utilities, water, sewer lines, electric lighting and telephone poles, pipe lines and drainage ditches or structures and/or any equipment necessary for the performance of any public or quasi-public service and function, and for all other purposes incident to the development and use of said property as a community unit, with the right to access thereto for the purpose of further construction, maintenance and repairs. Such right of access to include the right, without liability on the part of any one or all of the owners or operators of such utilities, to remove any or all obstructions on said easement right-of-way, caused by trees, brush, fences, shrubs, or other obstructions which in their opinion may cause interference with the installation or operation of their facilities. Such easements shall be for the general benefit of the Subdivision and the property owners thereof, and are hereby reserved and created in favor of any and all utility companies entering into and upon said property for the purposes aforesaid, subject to the limitations as to water service hereinafter set forth. There is also reserved for use of all public utility companies and unobstructed aerial easement ten (10') feet wide from a plane fifteen (15') feet above the ground upward, located adjacent to the said easements reserved hereby; and all easements shown on the plat for electric facilities.

2. Prominent Leasing reserves unto itself, its administrators, and assigns, the exclusive right at all times to use any and all areas reserved or dedicated a public utility easement or street, for the purpose of laying, placing or constructing, installing, maintaining or repairing of all kinds and types of water lines, waste water disposal lines, mains or pipes as well as other equipment necessary or incidental to the operation and maintenance of water services and/or supply system, and its appurtenances, to service, furnish or supply this subdivision with water and waste water disposal.

3. There is reserved unto Prominent Leasing, its assigns, and unto the owners of

residential tracts and mobile home sites in said subdivision all areas designated as "Community Center" and "Boat Ramp" on the plat of said subdivision and/or on all preceding or future plats of sections of this subdivision as community ownership for swimming, tennis and other community type activities. The swimming pool, tennis court and boat ramp areas shall be under supervision of the Architectural Committee of the Association, which said Committee for purposes or improvements in the same manner as provided for residential tracts. The Architectural Committee shall be entitled to use all necessary and reasonable means in avoiding the use of said property, residential, commercial, or recreational areas 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 Architectural Committee herein. Reserves constituting the Community Center and Boat Ramp areas and as reflected by the aforesaid plat, shall be for the sole and exclusive use of lot owners in this subdivision.

#### RESTRICTIONS

For the purpose of setting forth a substantially uniform plan of development, Prominent Leasing, the owner of Reserves 2 and 3, Block 1 of Section 5 of said Twin Harbors subdivision, does hereby covenant and provide that it, its assigns, and all parties holding title by, through and under it, shall hold such land subject to the following restrictions running with the land which shall be observed by themselves, their heirs, administrators, and assigns, and shall run in favor of and be enforceable by any person who own any property in Twin Harbors subdivision:

1. These covenants are to run with the land and shall be binding upon all parties and all persons claiming under them until July 1<sup>st</sup>, 2027, A.D., at which time said Covenants shall be automatically extended for successive periods of ten (10) years, unless an instrument signed by a majority of the then owners of the tract has been recorded, agreeing to change and covenants in whole or in part. <sup>1</sup>
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 Association to enter and abate such violation without liability or it, 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.
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 on good faith against said property or any part thereof, but such liens may be enforced against any and all property covered thereby, subject nevertheless to the restrictions herein.

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<sup>1</sup>I am forwarding sample restrictions, which include an easier way to amend these restrictions.

4. No building 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 exterior design with the existing structures in the subdivision, and as to location with respect to topography and finished ground elevation by the Architectural Committee of the Association. The Architectural Committee 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. In the event said Committee fails to approve or disapprove such plans within such time, such approval will not be required and this covenant shall be deemed to have been complied with. Neither the members of the Committee nor its designated representatives shall be entitled to any compensation for services performed pursuant to this covenant.
5. The Architectural Committee shall have the same authority over the Community Center area and no structure or improvement shall be placed thereon except for a Community project and upon approval of the committee.
6. No outside privies or toilets shall be permitted in this subdivision. All toilets shall be inside the houses and prior to the occupancy the same shall be connected to a central sewage disposal system if there is one in existence at such time, then all toilets shall be connected to a septic tank at the expense of the person building on the building tract and such septic tank shall have a field line and shall be constructed and maintained in accordance with the requirements of the Trinity River Authority of Texas, and shall be subject to the inspection and approval of such authority, provided however, that whenever a central sewage treatment plant and disposal system shall be established to serve this subdivision, whether publicly owned or privately owned or operated, then all of the tract owners and/or occupants to whom such sewage disposal service is available shall connect their premises thereto for sewage disposal, paying the established rates and all connection fees or charges therefore and each owners pro-rate share of the cost of installation of all sewer lines within the subdivision at their expense and from and after the time such sewage disposal service becomes available to the subdivision, no septic tank whether therefore or thereafter built or installed, shall be used in connection with any tract.
7. The drainage of sewage into a road, street, alley, ditch or any waterway either direct or indirectly is prohibited. This shall not apply to the discharge effluent from a sewage treatment plant severing this subdivision.
8. No tract other than the areas marked "Community Center" and "Boat Ramp" and "Reserve" shown on the plat of said subdivision filed for record, shall be used except for the residential purposes save and except those lots designated as "Commercial" as in paragraph 13 herein below mentioned. The term "residential purposes" as used herein shall be held and construed to exclude hospitals, clinics, duplex houses, apartment houses, boarding houses, hotels, and all other commercial uses and all such uses of said property are hereby expressly prohibited. No building shall be erected, altered, placed, or permitted no building to remain on any residence tract other than one detached singly family dwelling and private garage for not

more than three cars.

9. All residences shall be located not closer than 20' from the front line of each lot and to front on the street on which such tract faces except lakefront tracts. No residence shall be located nearer than five (5) feet to any side lot line.
10. No noxious or offensive activity shall be carried on upon any lot nor shall anything be done thereon which may or become an annoyance or nuisance to the neighborhood.
11. No rubbish, brush, junk or old cars, or anything shall be stored, or left standing on any tract that would offend anyone with normal sensitivity.
12. No structure of a temporary character, trailer, mobile house, basement, tent, shack, garage, barn, or other outbuilding shall be used on any tract any time as a residence.
13. No residential structure shall be placed on any of the lots in Reserve 2, Block 1, Section 5, or Reserve 3, Block 1, Section 5, with less than 1800 square feet of living area.
14. No animals, livestock or poultry of any kind shall be raised, bred or kept on any residential tract, except dogs, cats, or other household pets may be kept provided they are not kept, bred, or maintained for any commercial purposes.
15. No sign of any kind shall be displayed to the public view except signs used by the Association or signs used by builders to advertise the property during the construction and sales period.
16. No tract shall be used or maintained as dumping ground for rubbish, trash, garbage, or other wastes. Garbage and waste shall be kept in sanitary containers. All incinerators or other equipment for the storage or disposal of such materials shall be kept in a clean and sanitary condition.
17. No fence, wall, hedge, or detached improvement shall be erected, grown or maintained on any part of any tract forward of the front building line, except lakefront tracts.
18. Outside construction of all residences shall be completed within four (4) months from date of beginning construction unless such period is extended in writing by Architectural Committee.
19. No building with an unfinished wood exterior except redwood and cedar, shall be erected on any tract unless same shall at time of construction receive at least one coat of paint.
20. No boat docks, piers, boat houses, boat storage sheds, slips, pilings or rip-rap shall be constructed, placed excavated until plans and specifications shall be approved in writing by the Architectural Committee. All such structures shall be so situated as to not unreasonably

interfere with the views of another lot.

21. No boats or trailers may be parked in front of the front building line of any tract.
22. Maintenance Fund. All lot purchasers, upon conveyance by Prominent Leasing, or its assigns, whether by Contract for Deed, Warranty Deed, or otherwise, shall pay to and become liable to the Association for the sum of \$120.00 per year per lot purchased, for the purpose of created the Twin Harbors, "on Lake Livingston" Maintenance Fund. The aforementioned payment, (hereinafter called "Maintenance Fund") shall be due and payable to the Maintenance Fund in installments of \$10.00 per month beginning on the first day of the month after the lot purchaser executes the Contract for Deed, or in the event no Contract for Deed is executed, delivery of the General Warranty Deed. The Maintenance Fee shall constitute a "Lien" upon each lot, and the Association shall be and is hereby authorized to institute any legal proceeding necessary for the enforcement and collection thereof, including but not limited to filing suit and foreclosure. The fund created hereby shall be used for the purpose of providing street signs and Maintenance of streets, recreational facilities and all common areas designated as such on the aforementioned plat, security guards and other things necessary or desirable in the opinion of the Architectural Control Committee to keep the property neat and in good order and which it considers of general benefit to the owners or occupants of the subdivision, it being understood that the judgement of said Committee in expenditure of said funds shall be final so long as same is exercised in good faith. All conveyance of lots shall be subject to the Maintenance Fee and by acceptance of the deed or contract for deed, each purchaser consents and acknowledges that the Association shall have no obligation to furnish maintenance or do any other thing described in this paragraph other than from maintenance funds. The Maintenance Fee may be adjusted from year to year by said Committee as the needs of the property may in its judgement require, but in no event shall such charge be raised above \$10.00 per month unless agreed to by a majority of the lot owners voting at an annual or special meeting of the Association at which a quorum is present to increase the charge above \$10.00 per month. Nothing in this deed restriction shall be intended to require Prominent Leasing to pay any maintenance fee until the property in question has been sold.
23. Special Assessments. Subject to approval by a majority of the members of the Association at any annual or special meeting, at which specific notice of the vote to assess a "Special Assessment" against each lot in the subdivision to which these Restrictions apply. The Special Assessment shall be due and payable to the "Special Assessment Fund" within thirty (30) days after being invoiced (on January 1 of each year) and/or prorated accordingly to the date of purchase of the lot(s), beginning on the first day of the month after the lot purchaser executes the Contract for Deed, or in the event no Contract for Deed is executed, delivery of the General Warranty Deed. The Special Assessment shall constitute a "Lien" upon each lot, and the Association shall be and is hereby authorized to institute any legal proceeding necessary for the enforcement and collection thereof, including but not limited to filing suit and foreclosure. The fund created by the Special Assessment hereby shall be used only for the purpose of providing any special funding need as specified by the Board of Directors. All

conveyance of lots shall be subject to the Special Assessment and by acceptance of the deed or contract for deed, each purchaser consents and acknowledges that the Association shall have no obligation to furnish maintenance or do any other thing described in this paragraph other than from the Special Assessment Fund. The Special Assessment may be adjusted from year to year by the Board of Directors.

24. Each lot owner agrees to keep his lot (s) mowed and free of rubbish at all times. Should a lot owner, after five (5) days written notice from the Association, fail to mow and clean his lot, the Association shall cause the Lot (s) to be mowed and/or cleaned and assess the cost therefore to the lot owner. The cost of such mowing and/or cleaning shall be secured by a lien against the property, as provided for maintenance fees in paragraph 22 above. Failure of the lot owner to promptly reimburse the Association shall authorize the Association to pursue the same remedies as set forth in paragraph 22 hereinabove for failure to pay the Maintenance Fee.
25. Lot owners shall be permitted to utilize campers, motor homes and similar facilities for the purpose of enjoyment of their lots on a temporary basis, i.e. week-ends or over-night camping only provided however, that no such facility shall be left unattended for more than twenty-four (24) hours. At the expiration of such temporary period, all facilities shall be removed from the lot. Nothing contained herein shall be construed to authorize such facility as permanent residence.
26. Invalidity of any one or more of these restrictions or covenants by court order shall in no way affect any of the other provisions which shall remain in full force and effect.

These Deed Restrictions and this agreement between Prominent Leasing and the Association is executed on the dates of the respective execution, but effect upon filing with the County Clerk of Polk County, Texas.



PROMINENT LEASING

By: *[Signature]*  
Glenn A. Johnson, President  
Glenn Johnson Contracting, Inc.  
General Partner of Prominent Leasing, Ltd.

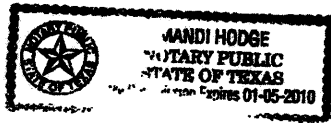
TWIN HARBORS "ON LAKE LIVINGSTON" ASSOCIATION, INC.

By: *[Signature]*  
President

RECORDER'S MEMORANDUM  
All or Parts of the Text on This Page  
Were Not Clearly Legible For Satisfactory  
Recordation and/or Reproduction

State of Texas  
County of Polk

This instrument was acknowledged before me on 11-2-2007  
by FRED Alderman



*Mandi Hodge*  
Notary Public

State of Texas }  
County of Polk }  
I, BARBARA MIDDLETON hereby certify that this instrument  
was FILED in the file number acquisition on the date and at the time  
recited herein by me and was duly RECORDED in the Official  
Public Records in Volume and Page of the named RECORDS of  
this County, Texas as shown herein by me.

FILED FOR RECORD  
2007 NOV -5 P 3 27

CKE NOV 05 2007  
  
Barbara Middleton  
COUNTY CLERK  
POLK COUNTY, TEXAS

*Barbara Middleton*  
Deed Restriction POLK COUNTY CLERK Resolution 5