

RECORDED AT THE POLK COUNTY COURTHOUSE
VOLUME 1735, PAGES 144 TO 161 (WITH SIGNATURES)
("The Point" is also known as Section 4, Reserve 1)

RESTATED AND AMENDED DEED RESTRICTIONS
FOR THE POINT ON TWIN HARBORS
"ON LAKE LIVINGSTON" SUBDIVISION, POLK COUNTY, TEXAS

STATE OF TEXAS

COUNTY OF POLK

WHEREAS, DON E. WARFIELD, and C.L. CONNER, CO-TRUSTEES, hereinafter called "Developers", were the developers of that certain subdivision known and designated as Twin Harbors, a subdivision in Polk County, Texas, ("Twin Harbors" and/or "the Subdivision"), consisting of several individual sections contained therein, according to those certain maps and plats 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 September 3, 1980, said Developers filed uniform Deed Restrictions, ("Original Restrictions"), for Reserve 1, Section IV, the section of Twin Harbors called "The Point", with the Office of the County Clerk of Polk County, Texas, and recorded at Volume 384, pages 318, set seq., Deed Records of Polk County, Texas, said restrictions being for the purposes therein stated; and

WHEREAS, the Original Restrictions provided, under Deed Restriction No. 1 the right to amend the restrictions and a procedure to amend the restrictions, as follows:

1. These covenants are to run with the land and shall be binding upon all parties and all persons claiming under them until July 1st, 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 said covenants in whole or in part.

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, there are currently thirteen (13) lots in The Point, owned by ten (10)

owners (joint owners of a lot being considered one owner), being as follows;

Lot 901:	Norman J. Bowen
Lot 902:	Greg P. & Maryellen Yost
Lot 903:	Paul D. Boles, Jr.
Lot 904 & 905:	David A. & Kathrine F. Heathcock
Lot 906:	Robin W. Craig
Lot 907:	Arthur Leno
Lot 908:	Donnie R. & Lydia L. Harvey
Lot 909	Linda DeForke, Individually and as Independent Executrix for the Estate of Herbert Lee
Lot 910 & 911:	Hazen D. & Nannette W. Fanjoy
Lot 912 & 913:	Clifford Budd & Mary Nell Schiwitz-Budd.

NOW, THEREFORE, WE, THE UNDERSIGNED OWNERS OF PROPERTY IN THE POINT SECTION OF TWIN HARBORS "ON LAKE LIVINGSTON" SUBDIVISION, being a majority of the property owners, identified above, of lots in the Point, being previously identified as Reserve 1, Section IV, as required by the original Deed Restrictions, and the TWIN HARBORS "ON LAKE LIVINGSTON" PROPERTY OWNERS ASSOCIATION, INC., hereby amend the Deed Restrictions identified above, effectively upon the filing of this document:

RESERVATIONS¹

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')

¹There is no change to the Reservations set forth in the Original Restrictions, except that "Architectural Committee" has been replaced with "the Association" in Reservation No. 3.

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. Owners reserves unto themselves, their heirs, 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 Twin Harbors "On Lake Livingston" Property Owners Association, Inc., its successors and 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 Association 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, the undersigned owners, constituting a majority of the then owners of the tracts in Reserve 1, Section IV, known as "The Point", do hereby covenant and provide that them, their heirs, administrators and 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:

2. These covenants are to run with the land and shall be binding upon all parties and all persons claiming under them until July 1st, 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 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 is quorum is had, and provided that any change made by the Association is uniform as to all other sections of Twin Harbors.

3. 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.
4. 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.
5. 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.
6. The Architectural Committee shall have this 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.
7. 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 track 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 owner 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.

8. 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.
9. No portion of this tract 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, 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 then one detached singly family dwelling and private garage for not more than three cars.
10. 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.
11. 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.
12. 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.
13. 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.
14. No new residential structure shall be placed on any of the lots in The Point, with less than 1200 square feet of living area. In all cases the minimum square feet of living area shall be exclusive of porches and garages.
15. 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.
16. 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.

17. 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.
18. 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.
19. 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.
20. 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.
21. 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.
22. No boats or trailers may be parked in front of the front building line of any tract.
23. Maintenance Fund. All lot owners in The Point 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 judgment 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 judgment 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.

24. 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 December 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.
25. ²Each 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.
26. ³Lot owners shall be permitted to utilize campers, motor homes and similar facilities

²This was originally Deed Restriction No. 23

³This was originally Deed Restriction No. 24

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.

- 27. 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.
- 28. Upon sale of any or part of The Point, such property as conveyed will no longer be considered to be a "reserve" but shall, for all purposes, be classified as a "lot" for the purposes of these Restrictions.

These Deed Restrictions and this agreement between the owners of lots in The Point and the Association is executed on the dates of the respective execution, but effect upon obtaining a majority approval in writing by the current owners of the lots filing with the County Clerk of Polk County, Texas.

EXECUTED on the dates of our respective acknowledgments.

TWIN HARBORS "ON LAKE LIVINGSTON" ASSOCIATION, INC.

By: _____
President

STATE OF TEXAS *

COUNTY OF _____ *

Before me, the undersigned authority, on this day personally appeared _____, President of Twin Harbors on Lake Livingston Property Owners Association, Inc., a Texas non-profit Corporation, known to me to be the person whose name is subscribed to the foregoing instrument, and acknowledged to me that he executed such instrument for the purposes and consideration therein expressed and in the capacity therein set forth.

Given under my hand and seal of office this _____ day of _____, 2009.

Notary Public in and for the State of Texas

**AGREEMENT BY PROPERTY OWNERS TO
AMENDED RESTRICTIONS FOR TWIN HARBORS "ON
LAKE LIVINGSTON" SUBDIVISION, POLK COUNTY, TEXAS**

THE STATE OF TEXAS *
 *
COUNTY OF POLK *

KNOW ALL MEN BY THESE PRESENTS:

THAT WE, the undersigned owners of property in The Point, Reserve 1, Section IV, of the Twin Harbors "on Lake Livingston" Subdivision in Polk County, Texas, do hereby agree to the above Restated and Amended Restrictions, amending the original restrictions recorded at Volume 384, pages 318, set seq., Deed Records of Polk County, Texas, and we do hereby agree and bind ourselves, our heirs, executors and administrators, to be bound by those restrictions filed of record at Volume 384, pages 318, et seq., Deed Records of Polk County, Texas, together with the above Restated and Amended Reservations, together with any and all other amendments to said restrictions, covenants, and rights adopted by the procedures set forth in said restrictions.

WE further impress upon our lots mandatory membership in the Twin Harbors "on Lake Livingston" Property Owners Association, and hereby adopt and make applicable to said lot all restrictions, benefits, privileges, rights, obligations and duties that membership in said non-profit association entails.

SIGNED as evidenced below.

—

NORMAN J. BOWEN
Owner of Lot 901, The Point, Reserve 1,
Section IV, Twin Harbors "on Lake
Livingston" Subdivision

THE STATE OF _____

*

COUNTY OF _____ *

The above instrument was acknowledged before me on the _____ day of _____, 2009, by Norman J. Bowen.

Notary Public, State of _____

—

GREG P. YOST

—

MARYELLEN YOST
Owners of Lot 902, The Point, Reserve 1,
Section IV, Twin Harbors "on Lake
Livingston" Subdivision

THE STATE OF TEXAS

*

COUNTY OF _____

*

The above instrument was acknowledged before me on the _____ day of
_____, 2009, by Greg P. Yost and Maryellen Yost.

Notary Public, State of Texas

PAUL D. BOLES, JR.
Owner of Lot 903, The Point, Reserve 1,
Section IV, Twin Harbors "on Lake
Livingston" Subdivision

THE STATE OF TEXAS *

COUNTY OF _____ *

The above instrument was acknowledged before me on the _____ day of
_____, 2009, by Paul D. Boles, Jr.

Notary Public, State of Texas

—

DAVID A. HEATHCOCK

—

KATHRINE F. HEATHCOCK
Owners of Lots 904, 905, Point, Reserve 1,
Section IV, Twin Harbors "on Lake
Livingston" Subdivision

THE STATE OF TEXAS *

COUNTY OF _____ *

The above instrument was acknowledged before me on the _____ day of _____, 2009, by David A. Heathcock & Kathrine F. Heathcock.

Notary Public, State of Texas

ROBIN W. CRAIG
Owner of Lot 906, Point, Reserve 1, Section
IV, Twin Harbors "on Lake Livingston"
Subdivision

THE STATE OF TEXAS *

COUNTY OF _____ *

The above instrument was acknowledged before me on the _____ day of
_____, 2009, by Robin W. Craig.

Notary Public, State of Texas

ARTHUR LENO
Owner of Lot 907, The Point, Reserve 1,
Section IV, Twin Harbors "on Lake
Livingston" Subdivision

THE STATE OF TEXAS *

COUNTY OF _____ *

The above instrument was acknowledged before me on the _____ day of
_____, 2009, by Arthur Leno.

Notary Public, State of Texas

—

DONNIE R. HARVEY

—

LYDIA L. HARVEY
Owners of Lot 908, The Point, Reserve 1,
Section IV, Twin Harbors "on Lake
Livingston" Subdivision

THE STATE OF TEXAS *

COUNTY OF _____ *

The above instrument was acknowledged before me on the _____ day of
_____, 2009, by Donnie R. Harvey & Lydia L. Harvey.

Notary Public, State of Texas

LINDA DeFORKE, Individually and as the Independent Executrix of the Estate of Herbert Lee, Deceased.
Owner of Lot 909, The Point, Reserve 1, Section IV, Twin Harbors "on Lake Livingston" Subdivision

THE STATE OF TEXAS *

COUNTY OF _____ *

The above instrument was acknowledged before me on the _____ day of _____, 2009, by LINDA DeFORKE, Individually and as the Independent Executrix of the Estate of Herbert Lee, Deceased.

Notary Public, State of Texas

HAZEN D. FANJOY

NANNETTE W. FANJOY
Owners of Lots 910 & 911, The Point,
Reserve 1, Section IV, Twin Harbors "on
Lake Livingston" Subdivision

THE STATE OF TEXAS *

COUNTY OF _____ *

The above instrument was acknowledged before me on the _____ day of _____, 2009, by Hazen D. Fanjoy & Nannette W. Fanjoy.

Notary Public, State of Texas

—

CLIFFORD BUDD

—

MARY NELL SCHIWITZ-BUDD
Owners of Lots 912 & 913, The Point,
Reserve 1, Section IV, Twin Harbors “on
Lake Livingston” Subdivision

THE STATE OF TEXAS *

COUNTY OF _____ *

The above instrument was acknowledged before me on the _____ day of _____, 2009, by Clifford Budd and Mary Nell Schiwitz-Budd.

Notary Public, State of Texas

After filing return to:

Twin Harbors POA
274 Valleyview Drive
Onalaska, TX 77360-6011