

139240

**SIXTH AMENDED DEDICATION AND DECLARATION
OF COVENANTS, CONDITIONS AND RESTRICTIONS FOR THE
LANDING ON LAKE LIVINGSTON SUBDIVISION, TRINITY COUNTY, TEXAS**

THE STATE OF TEXAS *
COUNTY OF TRINITY *

KNOW ALL MEN BY THESE PRESENTS:

WHEREAS, C & B DEVELOPMENT, INC., a Texas Corporation (hereinafter called "Developer"), is the record developer of a Subdivision known and designated "THE LANDING ON LAKE LIVINGSTON", (hereinafter called "The Landing"), in Trinity County, Texas, as shown in the maps or plats of said subdivision, recorded in the Plat Records of Trinity County, Texas in Plat Cabinet A, at Pages 181 through 233, inclusive, reference to which is hereby made for all purposes; and

WHEREAS, said Developer recorded, at Volume 236, page 881, et seq, Official Public Records of Trinity County, Texas, those certain "Dedication and Declaration of Covenants, Conditions and Restrictions, Blocks 1 to 45, inclusive, of The Landing on Lake Livingston", dated May 6, 1976, reference to which is hereby made for all purposes; and

WHEREAS, said Developer recorded, at Volume 255, page 175, et seq, Official Public Records of Trinity County, Texas, those certain "Dedication and Declaration of Covenants, Conditions and Restrictions, Section 1, 2, 3, and 4, inclusive, of The Landing on Lake Livingston", dated December 27, 1977, reference to which is hereby made for all purposes; and

WHEREAS, Section 6.03 of both of the Original Deed Restrictions, filed at Volume 236, page 881, et seq., and Vol. 255, page 175, et seq., provided for amendment of the Covenants, Conditions and Restrictions, under the heading "DURATION AND AMENDMENT", which are identical, and provide as follows:

6.03 The covenants, conditions and restrictions of this Declaration shall run with and bind the land and shall inure to the benefit of, and be enforceable by, the Developer or the Owner of any Lot subject to this Declaration, and the respective legal representatives, heirs, successors, and assigns, and, unless amended as provided herein shall be effected for a term of twenty (20) years from the date of this Declaration is recorded, after which time said covenants, conditions and restrictions shall be automatically extended successive periods of ten (10) years. The covenants, conditions, and restrictions of this Declaration may be amended during the first twenty (20) year period by an instrument signed by not less than a majority of the then members of the Architectural Control Committee; during any succeeding ten (10) year period, the covenants, conditions and restrictions of this Declaration may be amended by an instrument signed by not less than 75% of the Lot Owners. No amendment shall be effective until recorded in the Deed Records of Trinity County, Texas, nor until the approval of any governmental regulatory body which is required shall have been obtained.

WHEREAS, that certain "Amended Dedication and Declaration of Covenants, Conditions and Restrictions for The Landing on Lake Livingston", dated December 30, 1982, was recorded at Volume 308, page 799, et seq, Official Public Records of Trinity County, Texas, reference to which is hereby made for all purposes; and

WHEREAS, that certain "Second Amended Dedication and Declaration of Covenants, Conditions and Restrictions, for The Landing on Lake Livingston, dated September 12, 1987, was recorded at Volume 407, page 678, et seq, Official Public Records of Trinity County, Texas; reference to which is hereby made for all purposes; and

WHEREAS, that certain "Third Amended Dedication and Declaration of Covenants, Conditions and Restrictions, for The Landing on Lake Livingston", dated March 3, 1990, was recorded at Volume 475, page 543, et seq, Official Public Records of Trinity County, Texas, reference to which is hereby made for all purposes; and

WHEREAS, by the "Third Amended Dedication and Declaration of Covenants, Conditions and Restrictions, for The Landing on Lake Livingston" Section 6.03 was amended and renumbered as Section 8.10, and provided:

8.10. The covenants, conditions and restrictions of the Declaration shall run with and bind the land and shall inure to the benefit of, and be enforceable by the Association or the Owner of any Lot subject to this Declaration and the respective legal representatives, heirs, successors, and assigns, and unless amended as provided herein, shall be effective for a term of twenty (20) years from the date of this Declaration as recorded, after which time, said covenants, conditions, and restrictions shall be automatically extended successive periods of ten (10) years. The covenants, conditions, and restrictions of this Declaration may be amended during the first twenty (20) year period by an instrument signed by not less than a majority of the then members of The Landing on Lake Livingston Community Association, Inc. Board of Directors during any succeeding ten (10) year period, the covenants, conditions, and restrictions of the Declaration may be amended by an instrument approved by a majority vote of the qualified voters, voting in person or by proxy at a meeting called for such purpose. No amendment shall be effective until recorded in the Deed Records of Trinity County, Texas, nor until the approval of any governmental regulatory body which is required shall have been obtained.

WHEREAS, that certain "Fourth Amended Dedication and Declaration of Covenants, Conditions and Restrictions of The Landing on Lake Livingston", dated on or about January 2, 1998, was recorded at Volume 697, page 664, et seq, Official Public Records of Trinity County, Texas, reference to which is hereby made for all purposes; and

WHEREAS, that certain "Amendments to the Fourth Amended Dedication and Declaration of Covenants, Conditions and Restrictions of The Landing on Lake Livingston", dated February 16, 2002, was recorded at Volume 674, page 762, et seq, Official Public Records of Trinity County, Texas, reference to which is hereby made for all purposes; and

WHEREAS, that certain "Fifth Amended Dedication and Declaration of Covenants, Conditions and Restrictions of The Landing on Lake Livingston", dated August 16, 2005, was recorded at Volume 752, page 512, et seq, Official Public Records of Trinity County, Texas, reference to which is hereby made for all purposes; and

WHEREAS, that certain "Correction to Fifth Amended Dedication and Declaration of Covenants, Conditions and Restrictions of The Landing on Lake Livingston", dated October 9, 2006, was recorded at Vol. 779, page 606, et seq., Official Public Records of Trinity County, Texas, reference to which is hereby made for all purposes; and

WHEREAS, that certain "Correction to Fifth Amended Dedication and Declaration of Covenants, Conditions and Restrictions of The Landing on Lake Livingston", Section 8.10, provides the following procedure to amend the deed restrictions:

8.10 The covenants, conditions and restrictions of the Declaration shall run with and bind the land and shall inure to the benefit of, and be enforceable by the Board of Directors or the Owner of any Lot subject to this Declaration and the respective legal representatives, heirs, successors, and assigns, and unless amended as provided herein, shall be effective for a term of twenty (20) years from the date of this Declaration as recorded, after which time, said covenants, conditions and restrictions shall be automatically extended successive periods of ten (10) years. The covenants, conditions, and restrictions of this Declaration may be amended by an instrument approved by a majority vote of the Board of Directors unless said amendment be opposed by a majority vote of the qualified voters, voting in person or by proxy at a meeting called for such purposes. No amendment shall be effective until recorded in the Deed Records of Trinity County, Texas, nor until the approval of any governmental regulatory body which is required shall have been obtained.

and

WHEREAS, the Board of Directors believe that the restrictions should be refined and amended, as provided by this 2008 Restated and Amended Dedication and Declaration of Covenants, Conditions and Restrictions for the Landing on Lake Livingston Subdivision, Trinity County, Texas.

NOW, THEREFORE, the Board of Directors of The Landing on Lake Livingston Community Association, Inc., hereby approves, by a majority of the Board of Directors as provided by Section 8.10, as follows:

SAID Board of Directors of The Landing on Lake Livingston, does hereby adopt said map or plat and does hereby dedicate to the public use forever the utility easement shown and described thereon, including the right to use such roads and/or streets for utility installations and maintenance, but the roads and/or streets shown thereon are and shall be and remain private roads for the use by the owners of and as a means of egress and ingress to and from property in said Subdivision under said rules and regulations as may be promulgated from time to time by the Board of Directors of The Landing on Lake Livingston

hereinafter established unless dedicated to the Public hereafter, which rights to expressly reserved to the Board of Directors, together with the basic restrictions, conditions, covenants and limitations shown thereon.

And it is hereby declared that all of the property described above shall be held, sold, and conveyed subject to the following easements, restrictions, covenants and conditions, which are for the purpose of protecting the value and desirability of, and which shall run with the real property and shall be binding on all parties having any right, title, or interest in or to the above described property or any part thereof, and their heirs, successors, and assigns, and which easements, restrictions, covenants, and conditions shall inure to the benefit of each owner thereof.

And the restrictions, easements, covenants, and conditions upon the use of said property hereinafter set forth shall be a part of each and every contract, deed or lease covering the lots or tracts set forth on said map as though fully incorporated therein, and each owner by virtue of accepting a contract, deed or lease, covering any of said property, shall be subject to and bound by such easements, restrictions, covenants and conditions as hereinafter set forth.

ARTICLE I DEFINITIONS

1.01 "Developer" (Declarant) shall mean and refer to C & B Development, Inc., its successors and assigns, if such successors or assigns shall acquire more than one undeveloped lot from Developer for the purpose of development.

1.02 "Owner" shall mean and refer to the record owner, whether one or more persons or entities, of the fee simple title to any lot or portion of a lot.

1.03 "Association" shall mean and refer to The Landing on Lake Livingston Community Association, Inc., a Texas non-profit corporation, its successors and assigns, whose actions, activities, rules and regulations shall be under the control and approval of its Board of Directors.

1.04 "Board of Directors" shall mean the elected board of directors of The Landing on Lake Livingston, pursuant to the adopted by-laws of the Association, and shall have the exclusive control of all of the affairs of the Association pursuant to this Declaration of Covenants, Conditions and Restrictions.

1.05 "Member" shall mean and refer to any person or entity entitled to membership in the Association, as provided for herein.

1.06 "Properties" shall mean and refer to that certain real property herein described and such additions hereto as may hereinafter be brought within the jurisdiction of the Association.

1.07 "Lot" shall mean and refer to that portion of any of the plots of land shown upon the plat or map recorded in Plat Cabinet A at pages 181-329, the Deed Records of Trinity County, Texas. The Term "lot" shall not include any areas designated as utilities easements or other easements or as roads and/or streets, Parking Lot 96A, boat ramp, common area, and 5 acre commercial tract, as shown on said plat or map.

ARTICLE II ARCHITECTURE CONTROL ARCHITECTURAL CONTROL COMMITTEE

2.01 APPROVAL OF BUILDING PLANS. No building, fence, wall, landscaping, improvement or other structure shall be commenced, erected, placed, altered or maintained on any Lot until the construction plans and specifications and a plot plan showing the location of the structure have been approved in writing as to harmony of exterior design and color with existing structures, as to location with respect to topography and finished ground elevation and as to compliance with minimum construction standards by The Landing on Lake Livingston, Architectural Control Committee (the "Committee"). A copy of the construction plans and specifications and a plot plan, together with such information as may be deemed pertinent, shall be submitted to the Architectural Control Committee, or its designated representative, prior to commencement of constructions. The Architectural Control Committee may require submission of such plans, specifications and plot plans, together with such other documents as it deems appropriate, in such form and details as it may elect at its entire discretion. In the event the

Architectural Control Committee fails to approve or disapprove such plans and specifications within thirty (30) days after the same are submitted to it, approval will not be required and the requirements of this Section will be deemed to have been fully complied with. The Committee retains the right to retain one copy of all approved plans and specifications for Committee's files. Further, any owner receiving approval of any plans hereunder agrees to construct said addition or structure in accordance with the approved plans. The Committee shall have the right and authority to require any Owner to remove or alter any structure which has not received approval or which is built other than per the approval plans. The subdividing of any lot within The Landing on Lake Livingston requires Board of Directors approval. The requirements of this Article are in addition to any approvals or permits required by any governmental entity. Failure to obtain advance approvals will result in fines and/or penalties up to \$500.00 each occurrence.

2.02 POWERS OF THE COMMITTEE. The Committee shall have the right to specify architectural and aesthetic requirements for building sites, minimum setback lines, the location, height and extent of fences, walls or other screening devices, the orientation of structures with respect of streets, walks, paths and structures on adjacent property and a limited number of acceptable exterior materials and finishes that may be utilized in construction or repair of improvements. The Committee shall have full power and authority to reject any plans and specifications that do not comply with the restrictions herein imposed or that do not meet its minimum construction or architectural design requirements or that might not, in the sole discretion of the committee, be compatible with the overall character and aesthetics of the subdivision. The Committee shall have the right, exercisable at its discretion, to grant variances to the architectural restrictions in specific instances where the Committee in good faith deems that such variance does not adversely affect the architectural and environmental integrity of the subdivision or the common scheme of development. Any variance granted shall be in writing, addressed to the Owner requesting the variance, describing the applicable restrictions to which the variance is granted, listing conditions imposed on the granted variance and listing specific reasons for granting of the variance. Failure by the Committee to respond within thirty (30) days to a request for a variance shall operate as a denial of the variance. Variances shall require Board of Directors approval.

2.03 COMMITTEE MEMBERSHIP. The Architectural Control Committee shall be composed of at least three (3) members, which members shall serve without compensation in the interest of the subdivision as the Board of Directors may determine. The Board of Directors, by majority vote may designate a representative to act for the Architectural Control Committee.

2.04 REPLACEMENT. In the event of death or resignation or removal of any member or members of said Committee, the Board of Directors shall appoint a successor member or members by a majority vote of quorum of Directors present in person or by proxy at a special meeting called for such purpose. The Board of Directors shall have the authority to remove a member by majority vote with or without cause.

2.05 MINIMUM CONSTRUCTION STANDARDS. The Board of Directors may from time to time promulgate an outline of minimum construction standards, based on Southern Building Standards; provided however, that such outline will serve as a minimum guideline and such Board of Directors shall not be bound thereby.

2.06 NO LIABILITY. The Association, its Board of Directors and the Architectural Control Committee, as well as their agents, employees and architects, shall not be liable to any other party for any loss, claim or demand asserted on account of their administration of these restrictions and the performance of their duties hereunder, or any failure or defect in such administration and performance. These restrictions can be altered or amended only as provided herein and no person is authorized to grant exceptions or make representations contrary to these restrictions. No approval of plans and specifications and no publication of minimum construction standards shall ever be construed as representing or implying that such plans, specifications or standards will, if followed, result in a properly designed residence. Such approvals and standards shall in no event be construed as representing or guaranteeing that any residence will be built in good, workmanlike manner. The acceptance of ownership or deed to a residential Lot in the Subdivision shall be deemed a covenant and agreement on the part of the grantee, and the grantee's heirs, successors and assigns, that Declarant, the Association and the Architectural Control Committee, as well as their agents, employees and architects, shall have no liability under these restrictions except for willful misdeeds.

**ARTICLE III
EXTERIOR MAINTENANCE**

3.01 When the owner clears or underbrushes said lot the Owner must maintain said lot by regularly mowing and maintaining said lot. In the event an Owner of any lot shall fail to maintain the lot and improvement situated thereon in a neat and orderly

manner, the Architectural Control Committee shall have the right, through its agents and employees, to enter upon said lot and to repair, maintain, and restore the lot and the exterior of any buildings and any other improvements erected thereon at the expense of the Owner. The Association shall cause such repairs, maintenance or restoration to be done, and shall have the authority to place a lien upon the lot or lots, including all improvements situated thereon, which were repaired, maintained and/or restored as security for the obligation of the Owner to bear the expense of such repairs, maintenance and restoration. The Architectural Control Committee shall have the authority to take necessary legal action for collection of expenses incurred.

ARTICLE IV USE RESTRICTIONS

4.01A TYPE OF BUILDINGS PERMITTED. All lots shall be used for residential purposes only. No building shall be erected, altered, placed, or permitted to remain on any lot other than approved residence, designated and constructed for use by a single family, together with such servants' quarters, garages and other structures or outbuilding as may be suitable and/or proper for the use and occupancy of said residence by a single family, except the commercial tract of five acres immediately north and east of the entrance. Lot 96 which was originally scheduled as a marina has been subdivided into residential lots and shall be treated as such. No tent, lean-to or shack shall be constructed or permitted on any of said lots, nor shall any residence constructed thereon be converted into or thereafter used as a duplex, apartment house or any form of multiple family dwelling, nor shall any residence or combination of residences or separate lots be advertised for use to be used as a hotel, tourist, cottage or places of abode for transient person. No structure, house trailer or building erected thereon shall be used as a dwelling pending the completion of the main dwelling house to be constructed thereon. The single family dwelling permitted hereby shall not exceed two stories in height. Private garages shall not be used for any business purposes.

4.01B SECTION 4 MINIMUM FLOOR AREA AND STRUCTURAL REQUIREMENTS. Mobile homes, prefabricated homes, or modular homes shall be permitted in Section IV only of the Subdivision so long as they are:

1. Nine hundred (900) square feet or larger excluding porches and garages.
2. Mobile home, prefabricated home, or modular home not more than five years old at the time of move in, as determined by the certificate of title.
3. Mobile home, prefabricated home, or modular home skirted within ninety (90) days after move in. Failure to skirt the home with materials suitable to the Architectural Control Committee will cause the Association to complete said skirting after the ninety-first day at the cost of the Owner.
4. Cottages, garages and all out buildings must be approved by the Architectural Control Committee.

4.02 SECTIONS 1, 2, 2A, AND 3 MINIMUM FLOOR AREA AND STRUCTURAL REQUIREMENTS. Residences constructed on waterfront lots must have a minimum floor area of sixteen hundred (1,600) square feet, while residences on non-waterfront lots, excluding Section IV (see 4.01B above) must have a minimum floor area of twelve hundred (1,200) square feet, exclusive of porches, breezeways, driveways, carports, and garages. All roofs shall be constructed of fire retardant/resistant materials. All dwellings shall be of a type construction and foundation consistent with the Southern Building Standards and must be approved by the Architectural Control Committee.

4.03 PLUMBING. All residences shall have complete plumbing facilities and shall be installed indoors and shall be connected with adequate septic systems and lateral lines so constructed as to comply with the rules, regulations and specifications of state and local health authorities, and no outside or surface toilets shall be permitted under any circumstances. No septic systems or lateral lines shall be constructed or permitted which violate any and all applicable state or local codes or statutes affecting the construction placement or installation of said septic systems or lateral lines. All residents shall comply with the minimum requirements for the construction of septic systems and lateral lines whether required by health authorities or not. All plumbing facilities shall be completely installed before the residence is occupied.

4.04 SETBACKS. No buildings shall be located on any lot nearer to the front lot line or nearer to the side street line than the minimum building setback line (30 feet) shown on the recorded plat. No side yards shall be less than ten (10) feet, except that a five (5) feet side yard shall be permissible for a garage or other accessory building located five (5) feet or more from the property line. For the purposes of this covenant: eaves, steps and open porches shall not be considered as part of the building; provided, however, that this shall not be construed to permit any portion of the building on any lot to encroach upon another lot. If two or more lots, or fractions thereof, are consolidated into a building site, these building setback provisions shall be applied to such resultant building site as if it were on original platted lot. No fence shall be erected, placed, altered or permitted on any lot or tract nearer to the street than the building setback line on said map or plat, thirty (30) feet, unless a waiver or variance for said fence is applied for and granted by the Board of Directors. A waiver of this restriction is granted to all fences

in existence at the date of approval of the Fourth Amended Dedication and Declaration of Covenants, Conditions and Restrictions.

4.05 EASEMENTS. Easements for the installations and maintenance of utilities and drainage facilities are reserved as shown on the recorded plat. No utility company, water district, political subdivisions, or other authorized entity using the easements herein referred to shall be liable for any damage done by them or their assigns, agents, employees or servants, to shrubbery, trees, or flowers, or to other property of the Owner situated within any such easement.

4.06 NOXIOUS OR OFFENSIVE ACTIVITIES PROHIBITED. No noxious or offensive activity shall be carried on upon any lot, nor shall anything be done thereon which may be or may become an annoyance or nuisance to the neighborhood. No hunting or trapping of wildlife by any means or target practice with firearms shall be permitted.

4.07 PROHIBITED RESIDENTIAL USES. No structure of a temporary character, trailer, basement, tent, shack, garage, or other out building shall be used on any lot at any time as a residence either temporarily or permanently.

4.08 SIGNS. No signs of any character shall be allowed on any lot except one sign of not more than four (4) square feet advertising the property for sale or rent.

4.09 PROHIBITED COMMERCIAL ACTIVITIES. No oil well drilling, oil development operations, oil refining, quarrying or mining operations, or the commercial harvesting of timber of any kind shall be permitted on any lot in said subdivision, nor oil wells, tanks, tunnels, mineral excavations, shafts, trucks, loaders, equipment or crews be permitted on any lot for commercial purposes. No derrick or other structure designed for use in boring for oil, natural gas, or other minerals shall be erected, maintained, or permitted on any lot, neither shall any exploration operations be allowed to search for minerals, including, but not by way of limitation, testing for minerals by means of explosion or detonation of explosive devices.

4.10 RUBBISH, TRASH AND GARBAGE. No lot shall be used or maintained as a dumping ground for rubbish or trash, and no garbage or other waste materials shall be kept except in sanitary container. All incinerators or other equipment for the storage and disposal of such materials shall be kept in a clean and sanitary condition.

4.11 ANIMALS. No animals, livestock, or poultry of any kind shall be raised, bred or kept on any lot except that dogs, cats, or other household pets may be kept, provided that they are not kept, bred, or maintained for any commercial purpose.

4.12 FENCES AND WALLS. No fence or wall shall be placed, or permitted to remain on any lot nearer to the street or streets adjoining such lot than is permitted for the main residence on such lot, except for decorative subdivision entry fences. No fence shall be erected on waterfront lot which shall obstruct the waterfront view of adjoining property without the approval of the Architectural Control Committee, and subject to the terms and provisions of Section 4.04 herein.

4.13 SHRUBS AND TREES. Each lot approved for construction planning by the Architectural Control Committee will be required to have a minimum of four (4) mature trees six (6) inches in diameter at base, or larger, in front of the proposed residence and a minimum of three (3) of the same in the rear. In the event construction plans require removal of trees leaving less than 4 mature trees in front and 3 in rear, a replacement tree of three (3) inches in diameter minimum base is required to be planted at an alternate location, front or rear. No shrub or tree planting which obstructs site lines at elevations between two (2) and ten (10) feet above the roadway shall be planted or permitted to remain on any corner lot within the triangular area formed by the curve lines of such intersecting streets and a line connecting such curve line at points twenty-five (25) feet from their intersection, or in the case of a rounded corner, from the intersection of the curve lines as extended. The same site line limitation shall apply on any lot within ten (10) feet of the intersection of the street curve line and the edge of a driveway or alley. No trees shall be permitted to remain within such distance of such intersections unless the foliage line is maintained at a height of more than ten (10) feet above ground level. The removal of any trees without an approved construction plan will result in penalties and fines of a minimum of three hundred dollars (\$300.00) up to five hundred dollars (\$500.00) per tree and will require owner of said properties to replace a tree with a minimum size of three (3) inches in diameter at base for all unauthorized removals. Brush and sapling removal is permitted. Select cutting requires approval of plans.

4.14 CARS, TRUCKS, BUSES, TRAILERS AND OTHER VEHICLES. No car, truck, bus, motorcycle or trailer shall be left parked in the street in front of any lot except for construction and repair equipment while a residence or residences are being built or repaired in the immediate vicinity. All cars, trucks, buses, motorcycles, boats, and trailers must have a current

in existence at the date of approval of the Fourth Amended Dedication and Declaration of Covenants, Conditions and Restrictions.

4.05 EASEMENTS. Easements for the installations and maintenance of utilities and drainage facilities are reserved as shown on the recorded plat. No utility company, water district, political subdivisions, or other authorized entity using the easements herein referred to shall be liable for any damage done by them or their assigns, agents, employees or servants, to shrubbery, trees, or flowers, or to other property of the Owner situated within any such easement.

4.06 NOXIOUS OR OFFENSIVE ACTIVITIES PROHIBITED. No noxious or offensive activity shall be carried on upon any lot, nor shall anything be done thereon which may be or may become an annoyance or nuisance to the neighborhood. No hunting or trapping of wildlife by any means or target practice with firearms shall be permitted.

4.07 PROHIBITED RESIDENTIAL USES. No structure of a temporary character, trailer, basement, tent, shack, garage, or other out building shall be used on any lot at any time as a residence either temporarily or permanently.

4.08 SIGNS. No signs of any character shall be allowed on any lot except one sign of not more than four (4) square feet advertising the property for sale or rent.

4.09 PROHIBITED COMMERCIAL ACTIVITIES. No oil well drilling, oil development operations, oil refining, quarrying or mining operations, or the commercial harvesting of timber of any kind shall be permitted on any lot in said subdivision, nor oil wells, tanks, tunnels, mineral excavations, shafts, trucks, loaders, equipment or crews be permitted on any lot for commercial purposes. No derrick or other structure designed for use in boring for oil, natural gas, or other minerals shall be erected, maintained, or permitted on any lot, neither shall any exploration operations be allowed to search for minerals, including, but not by way of limitation, testing for minerals by means of explosion or detonation of explosive devices.

4.10 RUBBISH, TRASH AND GARBAGE. No lot shall be used or maintained as a dumping ground for rubbish or trash, and no garbage or other waste materials shall be kept except in sanitary container. All incinerators or other equipment for the storage and disposal of such materials shall be kept in a clean and sanitary condition.

4.11 ANIMALS. No animals, livestock, or poultry of any kind shall be raised, bred or kept on any lot except that dogs, cats, or other household pets may be kept, provided that they are not kept, bred, or maintained for any commercial purpose.

4.12 FENCES AND WALLS. No fence or wall shall be placed, or permitted to remain on any lot nearer to the street or streets adjoining such lot than is permitted for the main residence on such lot, except for decorative subdivision entry fences. No fence shall be erected on waterfront lot which shall obstruct the waterfront view of adjoining property without the approval of the Architectural Control Committee, and subject to the terms and provisions of Section 4.04 herein.

4.13 SHRUBS AND TREES. Each lot approved for construction planning by the Architectural Control Committee will be required to have a minimum of four (4) mature trees six (6) inches in diameter at base, or larger, in front of the proposed residence and a minimum of three (3) of the same in the rear. In the event construction plans require removal of trees leaving less than 4 mature trees in front and 3 in rear, a replacement tree of three (3) inches in diameter minimum base is required to be planted at an alternate location, front or rear. No shrub or tree planting which obstructs site lines at elevations between two (2) and ten (10) feet above the roadway shall be planted or permitted to remain on any corner lot within the triangular area formed by the curve lines of such intersecting streets and a line connecting such curve line at points twenty-five (25) feet from their intersection, or in the case of a rounded corner, from the intersection of the curve lines as extended. The same site line limitation shall apply on any lot within ten (10) feet of the intersection of the street curve line and the edge of a driveway or alley. No trees shall be permitted to remain within such distance of such intersections unless the foliage line is maintained at a height of more than ten (10) feet above ground level. The removal of any trees without an approved construction plan will result in penalties and fines of a minimum of three hundred dollars (\$300.00) up to five hundred dollars (\$500.00) per tree and will require owner of said properties to replace a tree with a minimum size of three (3) inches in diameter at base for all unauthorized removals. Brush and sapling removal is permitted. Select cutting requires approval of plans.

4.14 CARS, TRUCKS, BUSES, TRAILERS AND OTHER VEHICLES. No car, truck, bus, motorcycle or trailer shall be left parked in the street in front of any lot except for construction and repair equipment while a residence or residences are being built or repaired in the immediate vicinity. All cars, trucks, buses, motorcycles, boats, and trailers must have a current

license plate or sticker and a current inspection sticker, if applicable. No car, truck, bus, motorcycle, boat, trailer or other motor vehicle shall be parked in the driveway or any portion of the lot in front of building setback lines (30 feet), except for vehicles used daily.

4.15 PROHIBITED ACTIVITIES. No professional, business, or commercial activity to which the general public is invited shall be conducted on any lot. No motor vehicle other than personal family automobiles or recreational vehicles of an owner shall be operated upon any lot provided, however, that this restriction shall not apply to any motor vehicle designed primarily for use and in fact used for the maintenance of upkeep of any lot.

4.16 PITS, HOLES OR OTHER EXCAVATIONS. No pits, holes or other excavations shall be dug on any lot except by approval of the Architectural Control Committee.

4.17 OTHER BUILDINGS. No old or used house or structure of any kind shall be moved or placed on any lot with the exception of mobile homes in Section IV pursuant to Article 4.01B herein.

4.18 PAINT. No building of frame construction on the exterior shall be erected on any of the lots unless same, at the time of construction, receives at least two (2) coats of paint, except in cases where the plans provide for staining or other means of weatherproofing and such plans are approved by the Architectural Control Committee.

4.19 STORAGE. No building material of any kind or character shall be placed or stored upon any lot until the Owner is ready to commence construction or improvements and then such material shall be placed within the Owner's property lines. No unsightly storage that is visible from the street shall be permitted on any lot once the construction or improvements have been completed according to the approval of the Architectural Control Committee.

4.20 WAIVER, VARIANCE AND MODIFICATION BY BOARD OF DIRECTORS. Any or all of the restrictions and covenants contained in this Article IV may be amended, waived, or modified by written approval of the Board of Directors.

4.21 COMMERCIAL PROPERTY USE. No commercial enterprise shall be undertaken on commercial property without the approval of the Architectural Control Committee.

4.22 SUBDIVISION ROADS. Weight limits on vehicles using Subdivision roads shall be limited to not more than a distributed load of 5,000 pounds per axle, and subject to permission permit from the Board of Directors. Subdivision roads that are damaged by trucks, fork lifts, dozers and any other construction equipment will be the responsibility of the property owner and may be charged a sum to repair said road or roads.

ARTICLE V EASEMENTS

5.01 RESERVATION OF EASEMENTS. All easements and alleys for the installation and maintenance of utilities and drainage facilities are reserved as shown on the plat recorded in Plat Cabinet A, at pages 181-329 of the Deed Records of Trinity County, Texas. No shrubbery, fence, parking pads, or other obstruction shall be placed in any easement or alleyway or road right of way. Right of use of ingress and egress shall be had at all times over any dedicated easement, and for the installation, operation, maintenance, repair or removal of any utility, together with the right to remove any obstruction that may be placed in such easement which would constitute any interference with the use, maintenance, operation or installation of such utility.

5.02 OVERHEAD ELECTRICAL SYSTEM. Any overhead electric distribution system will be installed to serve all lots. The Owner of each lot shall, at his own cost and expense, furnish, install, own and maintain (all in accordance with the requirements of local government authorities and the National Electrical Code) an overhead or underground service cable and appurtenances from the meter installed upon the lot by the electric company to such point as may be designated by such company on the property line of such lot. The company furnishing electric service shall make the necessary connection at the property line and at the meter. Each Owner shall also install, furnish, own, and maintain at his own costs and expense a meter loop (in accordance with the then current standards and specifications of the electric company) for the residence constructed on the lot. For so long as overhead service is maintained, the electric service to each lot shall be uniform in character and exclusively of the type known as single 120/240 volt, 3 wire, 60 cycle, alternating current.

**ARTICLE VI
GENERAL PROVISIONS**

6.01 ENFORCEMENT. The Board of Directors of The Landing on Lake Livingston Community Association, Inc., or any Owner 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 provisions of these Declarations, including any amendments to such Declarations. Failure to enforce any covenant or restriction therein contained shall in no event be deemed a waiver of the right to do so thereafter.

6.02 SEVERABILITY. The waiver, invalidity, illegality, or unenforceability of any one or more of these restrictions, covenants, or conditions, either as originally filed or as amended as provided therein, by the judgment, court order, action of the Architectural Control Committee, the Board of Directors of The Landing on Lake Livingston Community Association, Inc., or otherwise, shall in no wise constitute a waiver of or invalidate any other restrictions, covenants and conditions 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.

**ARTICLE VII
MEMBERSHIP AND VOTING RIGHTS**

7.01 MANAGEMENT BY BOARD OF DIRECTORS OF THE ASSOCIATION. The business and affairs of the Subdivision shall be administered by the Board of Directors of the Association. The Board shall have the right, power and obligation to provide for the management, acquisition, construction, maintenance, repair, replacement, administration, and operation of the Subdivision as herein provided for and as provided for in the Bylaws and in the Rules and Regulations.

The Association, acting through the Board, shall be entitled to enter into such contracts and agreements concerning the Subdivision as the Board deems reasonably necessary or appropriate to maintain and operate the Subdivision in accordance with the Restrictions, including without limitation, the right to grant utility and other easements for uses the Board shall deem appropriate and the right to enter into agreements with adjoining or nearby land owners or governmental entities on matters of maintenance, trash pick-up, repair, administration, security, traffic, operation of recreational facilities, or other matters of mutual interest.

7.02 MEMBERSHIP IN ASSOCIATION. Each Owner, whether one or more persons or entities, of a Lot shall, upon and by virtue of becoming such Owner, automatically become and shall remain a member of the Association until his ownership ceases for any reason, at which time his membership in the Association shall automatically cease. Membership in the Association shall be appurtenant to and shall automatically follow the ownership of each Lot and may not be separated from such ownership.

7.03 VOTING OF MEMBERS. Each member shall have only one vote regardless of number of Lots owned. In the event that ownership interests in a Lot are held by more than one member of the Association, such members shall exercise their right to vote in such manner as they may among themselves determine, but in no event shall more than one vote be cast for such Lot. Such Owners shall appoint one of them as the member who shall be entitled to exercise the vote of that Lot at any meeting of the Association. Such designation shall be in writing to the Board and shall be revocable at any time by actual written notice to the Board. The Board shall be entitled to rely on any such designation until written notice revoking such designation is received by the Board. In the event that a Lot is owned by more than one member of the Association and no single member is designated to vote on behalf of the members having an ownership interest in such Lot, none of such members shall be allowed to vote. All members of the Association may attend meetings of the Association and all voting members may exercise their vote at such meetings either in person or by proxy.

7.04 DISPUTES. In addition to its other powers conferred by law or in accordance with the provisions of this Declaration, the Board shall be empowered to create procedures for resolving disputes between Owners and the Board or the Association, including the appointment of committees to consider and recommend resolutions of or to resolve any such disputes.

7.05 PROFESSIONAL MANAGEMENT. The Board shall have the authority to retain, hire, employ or contract with such professional management companies or personnel as the Board deems appropriate to perform the day to day functions of the Association and to provide for the construction, maintenance, repair, landscaping, administration and operation of the Subdivision as provided for herein and as provided for in the By-Laws.

7.06 BOARD ACTIONS IN GOOD FAITH. Any action, inaction or omission by the Board made or taken in good faith shall not subject the Board or any individual member of the Board to any liability to the Association, its members or any other party.

**ARTICLE VIII
COVENANTS FOR MAINTENANCE ASSESSMENTS**

8.01 CREATION OF THE LIEN AND PERSONAL OBLIGATION FOR ASSESSMENTS. Each Owner of a Lot, by his claim or assertion of ownership or by accepting a deed to any such Lot, whether or not it shall be so expressed in such deed, is hereby conclusively deemed to covenant and agree, as a covenant running with the land, to pay to the Association, its successors or assigns, each and all of the charges and assessments against his Lot and/or assessed against him by virtue of his ownership, thereof, as the same shall become due and payable, without demand as follows:

- a. Annual Assessment or charges; and
- b. Special assessments for capital improvements, such assessments to be established and collected as hereinafter provided.

The annual and special assessments, together with interest, at the rate of ten percent (10%) per annum, and reasonable fees for all costs of collection shall be charged on the land and shall be a continuing lien upon the Lot against which the assessment is made.

8.02 PURPOSE OF ASSESSMENTS. Each Lot in The Landing on Lake Livingston (hereinafter referred to as "the Subdivision"), is hereby subjected to an annual calendar year maintenance charge and assessment for the purpose of creating a fund to be designated and known as the "maintenance fund", which maintenance charge and assessment will be paid by the Owner or Owners of each Lot within the Subdivision to the Board of Directors, on or before due date March 1st of each year, for the then-current calendar year, in advance annual installments, commencing on a date and in the manner to be promulgated by the Board of Directors of the Association. The rate at which each Lot will be assessed will be determined annually and may be adjusted from year to year by the Board of Directors, as hereinafter provided as the needs for the Subdivision may, in the judgment of the Board of Directors require. Such assessment will be uniform. The Board of Directors shall use the proceeds of said maintenance fund for the use and benefit of all residents of the Subdivision, by way of clarification and not limitation, at its sole option, any and all of the following: constructing and maintaining roads, paths, parks, landscape reserves, parkways, easements, esplanades, pools and tennis courts, and play courts, and other public areas, payment of all legal and other expenses incurred in connection with the enforcement of all recorded charges and assessments, covenants, restrictions and conditions affecting the Properties to which the maintenance fund applies, payment of all reasonable and necessary expenses in connection with the collection and administration of the maintenance charge and assessment, employing policemen, watchmen, lifeguards, instructors and operators, caring for vacant lots, garbage collection, and doing other things necessary or desirable, in the opinion of the Board of Directors, to keep the properties in the Subdivision neat and in good order or which is considered of general benefit to the owners or occupants of the properties, including the establishment and maintenance of a reserve for repair, maintenance, taxes, insurance and other charges as specified herein. It is understood that the judgment of the Board of Directors in the expenditure of said funds shall be final and conclusive so long as said judgment is exercised in good faith. Nothing herein shall constitute a representation that any of the above will, in fact, be provided by the Board of Directors. Each person accepts a deed to a Lot or Lots agrees, by the acceptance of same, to pay such maintenance charge and assessments as herein provided.

8.03 ANNUAL ASSESSMENT OF MAINTENANCE DUES. The annual maintenance charges on each Lot in the Subdivision is hereby established at the rate of one hundred twenty-five dollars (\$125.00), which such assessment commenced on January 1, 2008. The Board of Directors of said Association, by vote of a majority of the Directors present at a duly called meeting of the Board of Directors at which quorum is present, may adjust such annual maintenance dues from year to year as the case may be and as the needs of the property may require, in the judgment of the Board; but in no event shall such adjustment exceed double amount of the then current maintenance dues, unless such action shall have the assent of at least two-thirds (2/3) of the members qualified to vote, present or represented by proxy, to approve and authorize such increase in dues at a duly called annual or special meeting at which a quorum is present. Except in those cases in which a vote of the members is required by this Section, the judgment of the Board of Directors as to the adjustment of the maintenance dues shall be final.

8.04 SPECIAL ASSESSMENTS FOR CAPITAL IMPROVEMENTS. In addition to the annual assessments authorized above, the Board of Directors may levy, in any assessment year, a special assessment applicable to that year only for the purpose of defraying in whole or in part, the cost of any use or benefit provided for herein, Article VIII, Section 8.02. However, any such assessment shall have the assent of two-thirds (2/3) of the votes of the members qualified to vote who are voting in person

or by proxy at a meeting duly called for this purpose at which a quorum is present.

8.05 NOTICE AND QUORUM. Written Notice of any meeting called for the purpose of taking any action authorized under Section 8.03 or 8.04 shall be sent to all members not less than thirty (30) days nor more than sixty (60) days in advance of the meeting. At any such meeting called, the presence of members or of proxies entitled to cast ten percent (10%) of all the votes of the membership shall constitute a quorum. If the required quorum is not present, subsequent meetings may be called subject to the same notice requirement and the required quorum at the preceding meeting. No such subsequent meeting shall be held more than sixty (60) days following the preceding meeting.

8.07 EFFECT OF NONPAYMENT OF ASSESSMENTS: REMEDIES OF THE ASSOCIATION. Any assessment not paid within thirty (30) days after the due date shall bear interest from the beginning of the then current calendar year at the rate of ten percent (10%) per annum. No Owner may waive or otherwise escape liability for the assessments provided for herein by nonuse of the Common Area or abandonment of his Lot. Further, the voting rights of any Owner in default in the payment of the annual maintenance charge, or other charge owing hereunder for which an Owner is liable, may be suspended by action of the Board of Directors for the period during which such default exists and for a period of sixty (60) days after the default is cured. Any Lot Owner who is in default will not be entitled to be nominated for any position as a Director or Officer of the Association unless such default is cured at least sixty (60) days in advance of such meeting to elect Directors or appoint Officers.

Notice of the lien referred to in the preceding paragraph 8.01 may be given by the recordation in the office of the County Clerk of Trinity County, Texas, or an affidavit, duly executed, and acknowledged by an officer of the Association, setting forth the amount owed, the name of the Owner or Owners of the affected Lot, according to the books and records of the Board, and the legal description of such Lot.

Each Owner, by acceptance of a deed to his Lot, hereby expressly recognizes the existence of such lien as being prior to his ownership of such Lot and hereby vests in the Association the right and power to bring all actions against such Owner or Owners personally for the collection of such unpaid annual maintenance charge and the other sums due hereunder as a debt, and to enforce the aforesaid lien by all methods available for the enforcement of such liens, including both judicial and non-judicial foreclosure pursuant to Chapter 51 of the Texas Property Code (as same may be amended or revised from time to time hereafter) and in addition to and in connection therewith, by acceptance of the deed to his Lot, each Owner expressly grants, bargains, sells and conveys to the President of the Board from time to time serving, as trustee (and to any substitute or successor trustee as hereinafter provided for) such Owner's Lot, and all rights appurtenant thereto, in trust, for the purpose of securing the aforesaid annual maintenance charge, and other sums due hereunder remaining unpaid hereunder by such Owner from time to time and grants to such trustee a power of sale. The trustee herein designated may be changed any time and from time to time by execution of any instrument in writing signed by the President or Vice President of the Board and filed in the office of the County Clerk of Trinity County, Texas. In the event of the election by the Board of Directors to foreclose the lien herein provided for nonpayment of sums secured by such lien, then it shall be the duty of the trustee, or his successor, as hereinabove provided, to enforce the lien and to sell such Lot, and all rights appurtenant thereto, in accordance with the provisions of Chapter 51 of the Texas Property Code as same may hereafter be amended.

At any foreclosure, judicial or non-judicial, the Board shall be entitled to bid up to the amount of the sum secured by its lien, together with costs and attorney's fees, and to apply as a cash credit against its bid all sums due to the Association conveyed by the lien foreclosed. From and after any such foreclosure, the occupants of such Lot shall be required to pay a reasonable rent for the use of the such Lot and such occupancy shall constitute a tenancy-at-sufferance, and the purchaser at such foreclosure sale shall be entitled to the appointment of a receiver to collect such rents, and further, shall be entitled to sue for recovery of possession of such Lot by forcible detainer without further notice.

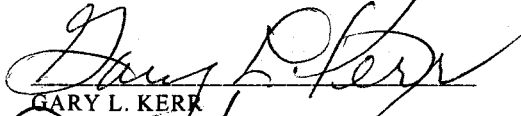
8.08 SUBORDINATION OF THE LIEN TO MORTGAGES. The lien of the assessments provided for herein shall be subordinate to the lien of any first mortgage. Sale or transfer of any lot shall not affect the assessment lien. However, the sale or transfer of any lot pursuant to mortgage foreclosure or any proceeding in lieu thereof, shall extinguish the lien of such assessments as to payments which became due prior to such sale or transfer. No sale or transfer shall relieve such Lot from liability for any assessments thereafter becoming due or from the lien thereof.

8.09 FORECLOSURE. In the event of a foreclosure of a mortgage on a Lot, the purchaser at the foreclosure sale shall not be responsible for maintenance charges, special assessments, or other sums, if any, which accrued and were payable to the Association by the prior Owner of the Lot, but said purchaser and its successors shall be responsible for maintenance charges, special assessments, and other sums, if any, becoming due and owing to the Association with respect to said Lot after the date of foreclosure.

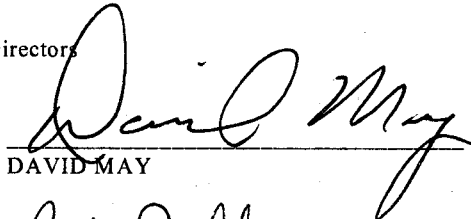
8.10 DURATION AND AMENDMENT. 8.10 The covenants, conditions and restrictions of the Declaration shall run with and bind the land and shall inure to the benefit of, and be enforceable by the Board of Directors or the Owner of any Lot subject to this Declaration and the respective legal representatives, heirs, successors, and assigns, and unless amended as provided herein, shall be effective for a term of twenty (20) years from the date of this Declaration as recorded, after which time, said covenants, conditions and restrictions shall be automatically extended successive periods of ten (10) years. The covenants, conditions, and restrictions of this Declaration may be amended by an instrument approved by a majority vote of the Board of Directors unless said amendment be opposed by a majority vote of the qualified voters, voting in person or by proxy at a meeting called for such purposes. No amendment shall be effective until recorded in the Deed Records of Trinity County, Texas, nor until the approval of any governmental regulatory body which is required shall have been obtained.

This "2008 Restated and Amended Dedication and Declaration of Covenants, Conditions and Restrictions for the Landing on Lake Livingston Subdivision, Trinity County, Texas" is executed by the Board of Directors on the dates of our respective acknowledgments, and effective upon filing in the County Clerk's records of Trinity County, Texas, pursuant to Section 8.10.

THE LANDING ON LAKE LIVINGSTON - Board of Directors



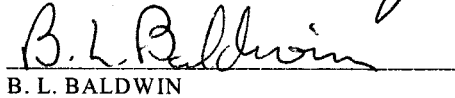
GARY L. KERR



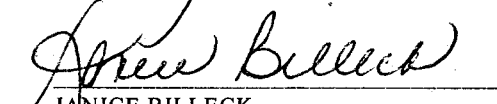
DAVID MAY



BILL SIMMONS



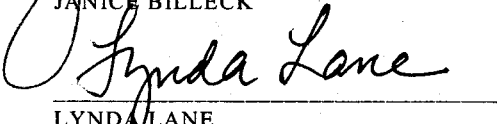
B. L. BALDWIN



JANICE BILLECK



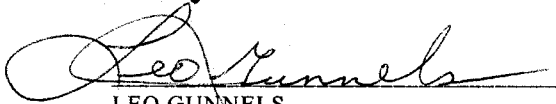
JUDITH A. CARLSON



LYNDA LANE



RON GOOCH



LEO GUNNELS

THE STATE OF TEXAS *

COUNTY OF TRINITY *

SWORN TO, SUBSCRIBED, AND ACKNOWLEDGED BEFORE ME, the undersigned authority, by GARY KERR, on this 29 day of December, 2008.

Helen Warren
Notary Public, State of Texas

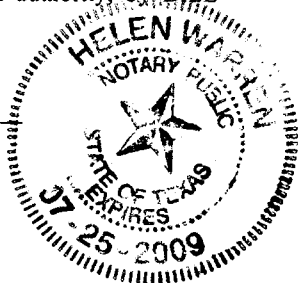


THE STATE OF TEXAS *

COUNTY OF TRINITY *

SWORN TO, SUBSCRIBED, AND ACKNOWLEDGED BEFORE ME, the undersigned authority, by BILL SIMMONS, on this 29 day of December, 2008.

Helen Warren
Notary Public, State of Texas

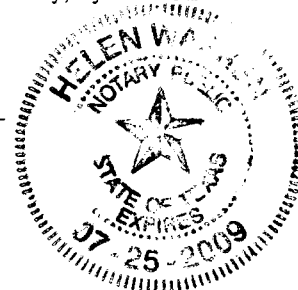


THE STATE OF TEXAS *

COUNTY OF TRINITY *

SWORN TO, SUBSCRIBED, AND ACKNOWLEDGED BEFORE ME, the undersigned authority, by JANICE BILLECK, on this 29 day of December, 2008.

Helen Warren
Notary Public, State of Texas



THE STATE OF TEXAS *

COUNTY OF TRINITY *

SWORN TO, SUBSCRIBED, AND ACKNOWLEDGED BEFORE ME, the undersigned authority, by LYNDA LANE, on this 29 day of December, 2008.

Helen Warren
Notary Public, State of Texas



THE STATE OF TEXAS *

COUNTY OF TRINITY *

SWORN TO, SUBSCRIBED, AND ACKNOWLEDGED BEFORE ME, the undersigned authority, by DAVID MAY, on this 29 day of December, 2008.

Helen Warren
Notary Public, State of Texas

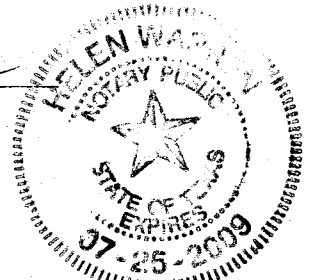


THE STATE OF TEXAS *

COUNTY OF TRINITY *

SWORN TO, SUBSCRIBED, AND ACKNOWLEDGED BEFORE ME, the undersigned authority, by B. L. BALDWIN, on this 29 day of December, 2008.

Helen Warren
Notary Public, State of Texas



THE STATE OF TEXAS *

COUNTY OF TRINITY *

SWORN TO, SUBSCRIBED, AND ACKNOWLEDGED BEFORE ME, the undersigned authority, by JUDITH A. CARLSON, on this 27 day of December, 2008.

Helen Warren
Notary Public, State of Texas



THE STATE OF TEXAS *

COUNTY OF TRINITY *

SWORN TO, SUBSCRIBED, AND ACKNOWLEDGED BEFORE ME, the undersigned authority, by RON GOOCH, on this 29 day of December, 2008.

Helen Warren
Notary Public, State of Texas



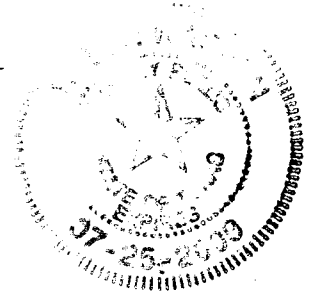
THE STATE OF TEXAS *

COUNTY OF TRINITY *

SWORN TO, SUBSCRIBED, AND ACKNOWLEDGED BEFORE ME, the undersigned authority, by LEO GUNNELS, on this 29 day of December, 2008.

Alan Warr

Notary Public, State of Texas



After Recording, return to:

Travis E. Kitchens, Jr.
Evans & Kitchens, LLP
Lawyers
P. O. Drawer 310
Groveton, Texas 75845

STATE OF TEXAS }
COUNTY OF TRINITY }

I, Diane McCrory Clerk of the County Court in and for said county, do hereby certify that this annexed and foregoing instrument of writing with its certificate of authentication, was filed and received for record in my office 29th day of DECEMBER, 2008 at 10:30 o'clock A.M.

In Official Record of said County Court, in Volume 309 on page 224, at the County Clerk's office and the seal of the County Court at office in Groveton, Texas, on a day and the year last above written.



Diane McCrory
County Clerk Court, Trinity County, Texas
Diane McCrory

FILED

at 10:30 o'clock A M

DEC 29 2008

JIANE MCCRORY
COUNTY CLERK TRINITY CO., TEXAS
By *Nesta Bergman*