

Henderson County
Mary Margaret Wright
County Clerk
Athens, TX 75751

Instrument Number: 2020-00013793

As

Recorded On: 09/11/2020 11:29 AM Recordings - Land

Parties: SPORTSMANS PARADISE PROPERTY OWNERS ASSOCIATION ET AL

To: PUBLIC

Number of Pages: 6 Pages

Comment:

(Parties listed above are for Clerks reference only)

****Examined and Charged as Follows:****

Total Recording: 42.00

File Information:

Document Number: 2020-00013793

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Recorded Date/Time: 09/11/2020 11:29 AM

Recorded By: Janice Hankins

*****DO NOT REMOVE. THIS PAGE IS PART OF THE INSTRUMENT*****

Any provision herein which restricts the Sale, Rental, or use of the described REAL PROPERTY
because of color or race is invalid and unenforceable under federal law.

I hereby certify that this instrument was filed and duly recorded
in the Official Records of Henderson County, Texas



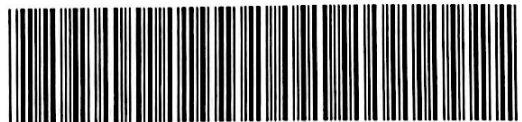
Mary Margaret Wright

County Clerk
Henderson County, Texas

Record and Return To:

SPORTSMANS PARADISE PROPERTY
PO BOX 854

CHANDLER, TX 75758



STATE OF TEXAS
COUNTY OF HENDERSON

SPORTSMAN'S PARADISE AMENDED RESTRICTIVE COVENANT AGREEMENT

WHEREAS, Sportsman's Paradise Section ONE & TWO is a real estate subdivision situated on Lake Palestine in Henderson County Texas (hereinafter "the Subdivision"), a plat of which is filed of record in Volume C, Page 335, in the Plat Records of Henderson County, Texas, and

WHEREAS, the Developer adopted the Restrictive Covenant Agreement (hereinafter "Original Restrictions") which is filed at Volume 790, Page 493 of the real property records of Henderson County, Texas, and

WHEREAS, Sportsman's Paradise Property Owners Association, Inc. (hereinafter "the Association"), a nonprofit Texas Corporation, intends to see the continued ownership and development of this property serve the maximum benefit and pleasure of the owners of lots and homes in the Subdivision, and intends to maintain the property values thereof, and to promote the common scheme of development established by the Original Restrictions, and does hereby set forth these protective and restrictive covenants regarding the use of said land, and

WHEREAS, THE BOARD OF DIRECTORS OF THE Association ("Board") has voted to adopt the amended restrictions as hereinafter set forth, and such action has been ratified by a majority vote of the property owners attending the annual meeting on September 5, 2020, at the Sportsman's Paradise Community Building.

NOW, THEREFORE, KNOW ALL MEN BY THESE PRESENTS: The Members of the Association do hereby make and file the following declarations, reservations, protective covenants, limitations, conditions, and restrictions regarding the use of the lots located in Sportsman's Paradise, the structure to be placed thereupon, and the development of the area in its entirety, as follows:

(1) There shall be established an Architectural Control Committee, composed of 3 members appointed by the Board to protect the owners of lots in said Subdivision against such improper use of lots, as well as the depreciation of the value of their property, to guard against structures that are not appropriate for the location of said lot, to make sure that the structure will comply with all set back and separation requirements, and to enforce these restrictions and the other dedicatory instruments. The ACC and the officers and members thereof, shall not be deemed to have assumed any liability with regard to any undertaking by consequence of its enactment and enforcement of or failure to enact or enforce minimum standards for any improvements, and no act or omission shall be construed to impose any liability on the undersigned, the said ACC or the members thereof, or the Association for damage which any lot or improvements, Member, or other person may sustain.

(2) All lots shall be known and described as lots for single-family residential purposes only. Any permanent residence shall contain no less than 400 square feet of living area. Excluding porches, decks, garages, carports and/or storage buildings. Only one family residence may be erected, altered, placed or be permitted to remain on any lot, or the adjoining fraction a part of any lot. Said lot shall not be used for

business purposes of any kind or any commercial manufacturing, vacation rentals, or apartment house purpose. Lots may be leased only using a bona fide written lease agreement, for periods of at least ninety consecutive days. No large commercial vehicles may be parked on any lot or common area in the Subdivision without prior approval of the Board.

(3) Prior to any structure being constructed, moved onto, altered in any way, or placed on any lot, the Owner shall submit detailed building plans to the Architectural Control Committee ("ACC"), showing the lot and placement of the proposed structure, and the materials and outer appearance of the structure. The ACC shall review the plans for the structure and make a recommendation to the Board. "Structure" as used herein shall include homes, mobile or modular homes, buildings, garages, recreational vehicles, travel trailers, sidewalks, driveways, sheds, fences, gazebos, flagpoles, rainwater collection systems, signs, solar energy devices, and any other improvement or structure placed on any lot. The Board has the final authority to approve or deny any such building plans. The ACC and the Board must reply to all requests no later than 7 days from the original request. No structure may be constructed, moved onto, placed, or altered in any way without prior written approval of the Architectural Control Committee.

(4) No obnoxious, offensive, or loud activity shall be conducted on any lot that may be considered an annoyance or nuisance to the neighborhood. This shall include any abnormally loud vehicles.

(5) No buildings shall be nearer than five (5) feet to either side or rear property lines. The minimum set back of all building from the front property lines shall be ten (10) feet.

(6) Trash, garbage, rubbish, leaves, brush, fallen limbs, or other waste may not be kept on any lot except for periods of fourteen days or less while awaiting removal, stored in trash bags or sanitary containers. All equipment for the storage or disposal of such materials shall be kept in a clean and sanitary condition and are not to be stored on the street. Each owner shall be responsible for keeping his/her property free from debris, rubbish or trash of any kind. All lawns, landscaping, and plants on each lot shall be properly maintained by the owner. No owner of any lot, improved or unimproved, shall be permitted to store inoperable vehicles or unsightly matter of any kind on the lot or in any lot, street, or roadway.

(7) No sign, for any purpose, except as described herein, may be displayed to the public view on property, unless approved by the Association. The following signs are allowed: (1) Political signs to the extent expressly permitted by Art. 202.009 of the Texas Property Code or other applicable laws. (2) Contractors' signs displayed during a building project. (3) Property for sale or rent signs by real estate agent or by owner.

(8) No cesspool or other individual sewage system shall be constructed or utilized on subject property except an aerobic septic system of the type and size required by the Upper Neches River Municipal Water Authority or Henderson County, nor can the use of outside toilets be permitted under any circumstances, except during construction or at the community pool. New construction buildings or newly moved in buildings may not use lateral line systems that were previously installed for a structure removed or torn down. Holding tanks approved by the Upper Neches River Municipal Water Authority are authorized in Block A and B of Section Two of the Sportsman's Paradise Subdivision. Should an owner of any lot not located in Block A and B of Section 2, and not meeting the square footage requirements for installation of an aerobic septic system, may request approval for installation of a holding tank. All sewage systems must be permitted by the applicable controlling agency and installed by a certified plumber.

(9) Fencing is not authorized on any lots in Block A and B of Section Two of the Sportsman's Paradise

Subdivision.

(10) All lots in Block B, Section Two of Sportsman's Paradise Subdivision are designated as waterfront lots. Approved RV's and Tiny Houses may be placed on these lots. All lots in Block B, Section Two shall be designated as temporary residences.

NOTE: All lots in Block A and B of Section Two are subject to an easement on file in the Deed Records of Henderson County, Texas, in favor of the Upper Neches River Municipal Water Authority providing for and limited to the right to over flow, flood or cover land up to the 355-foot MSL flood contour.

(11) Any approved structure may be placed on any lot contained in Block A, Section 2. However, these lots may only use a permitted sewage holding tank. All lots in Block A, Section Two shall be designated as temporary residences.

(12) No Residential lot shall be used for the purpose of raising hogs, goats, sheep, rabbits, chickens, or other fowl, as a place for keeping horses, mules, cattle or other farm animals. No animals shall be kept in the Subdivision except that up to two (2) normal pets such as dogs or cats may be kept at each residence. Litters of dogs or cats may be kept for up to two months following their birth. No large dog or cat kennel or breeding shall be permitted. All pets must be contained on their owner's property, inside a fence, on a chain, with an invisible electronic barrier on owner's property or in a kennel. Pets must be on a leash when walking within the Subdivision.

(13) The owner of each lot shall keep the same clean and free of weeds such as will be in keeping with the other property and the community at any particular time. All lots shall be kept clean and free of all boxes, rubbish, trash, inoperative cars, and other debris. Refrigerator and other large appliances shall not be placed outdoors. Upon failure to do this, the Association may have the lot cleaned and the cost or expense thereof shall be payable by the owners to the Association.

(14) Approved recreational vehicles may be placed on any lot but may not be used as a permanent residence. No tent camping is allowed on any portion of the common areas of the Subdivision. Tents may not be placed on a lot for periods exceeding 48 consecutive hours. Tents may be placed an additional 48 consecutive hours only with prior approval from the Board.

(15) No hunting or discharging of firearms shall be permitted on any lot or on any part of the Subdivision.

(16) An annual assessment is hereby made of Sixty Dollars (\$60.00) per year per lot to the owner of only one lot in said Subdivision, and of Thirty Six Dollars (\$36.00) per year for each additional lot owned by the same owner or owners. The annual assessments, together with interest, collection costs, attorney's fees, and fines, and all other amounts owed to the Association, shall be secured by a lien on all lots owned by the Owner. The annual assessments shall be due and payable on the first day of January of each year. The assessment shall be payable to the Sportsman's Paradise Property Owners Association at its office located in Henderson County or at such other address as may be designated by the Board. All unpaid assessments will be charged interest at ten percent per annum on any unpaid balances 60 days past the due date. The Board reserves the right to file notices of the lien and of the unpaid balance, and/or to foreclose its lien on any lots that have overdue assessments. The amount of the annual assessments may be changed by a majority vote of the members present at a meeting of the members duly convened to consider such a

change. Notification of the meeting and the amount of the increase or decrease of the annual assessments must be sent to each member no later than ten (10) days prior and or earlier than sixty (60) days prior to said meeting, at his or her last known contact information as listed in the Association's records.

(17) These Covenants may be amended by a majority vote of the members present at a meeting of the members duly convened to consider such an amendment. Notification of the meeting and a copy of the specific proposed amendments to the Covenants must be sent to each member no later than ten (10) days prior and or earlier than sixty (60) days prior to said meeting, at his or her last known contact information as listed in the Association's records.

(18) All of the restrictions, easements and reservations herein are hereby declared to be Covenants running with the land, and shall apply to each and every lot in the Subdivision, therein, and when such lot or lots are conveyed, whether by descent, devise, purchase, or otherwise, the same shall be conveyed subject to such restrictions herein. When such reservations, easements and restrictions are so referred to by reference thereto in any such deed or conveyance to any lot or lots in said Sections I and II, the same shall be of the same force and effect as if said restrictions, Covenants, easements and reservations were written in full in such conveyance and each contract and deed shall be conclusively held to have been so executed, delivered and accepted upon the express conditions, reservations, easements and restrictions as herein stated and set forth.

(19) All Covenants and restrictions are for the benefit of the entire Sportsman's Paradise and shall be binding upon the purchaser or his successors, heirs and assigns.

(20) All lots are further subject to all easements of record, particularly including, but not limited to, those certain easements in favor of the Upper Neches River Municipal Water Authority.

(21) Invalidity of any provision herein shall not in any way invalidate any of the other provisions herein, which shall remain in full force and effect. No failure of the Board or Owners to enforce any provision of these Restrictions, and no failure to take action against other violations of one or more of these Restrictions, shall serve as a waiver or abandonment of one or more of the provisions of these Restrictions. The Association or its representative can require any violation to be corrected at owner's expense. Once assessed by the Association and billed to the owner, the costs of correcting any violation and/or all attorney's fees, court costs, and other expenses incurred by the Association in doing so shall be automatically deemed a special assessment and secured by the lien against the property if not promptly paid. The Board shall have the power to assess a fine against any Owner for a violation of these Restrictions or the other dedicatory instruments, of up to \$200.00 per day.

(22) These amended restrictive covenants supersede any and all previous covenants, amendments to the covenants, or any addendums to the covenants prior to the date this document was filed at the Henderson County Clerk's Office. However, nothing herein shall prevent the Association or any owner from seeking relief from any alleged violation of the Original Restrictions while they were in effect.

Executed this the 0 Day of September 2020.

STATE OF TEXAS

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COUNTY OF HENDERSON

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ACKNOWLEDGMENT

"My name is DALE GOODWILL. I am the President of Sportsman's Paradise Property Owners Association, Inc. ("the Association"). The attached document is the original "Sportsman's Paradise Amended Restrictive Covenant Agreement" which was adopted by the Association's Members on 6th day of September, 2020, in accordance with the procedure set forth in the "Restrictive Covenant Agreement" which is filed at Volume 7990, Page 493 of the real property records of Henderson County, Texas."

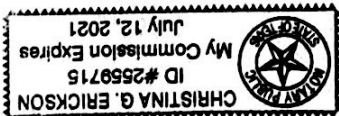
Dale Goodwill

DALE GOODWILL,
President Sportsman's Paradise Property Owners Association, Inc.

SIGNED under oath before me on the 6th day of September, 2020, by DALE GOODWILL.

Christina G. Erickson

NOTARY PUBLIC, STATE OF TEXAS



Return To: Sportsman's Paradise POA
P.O. Box 854
Chandler, TX 75758