

204336

2025 (SEVENTH AMENDED)
DECLARATION OF COVENANTS, CONDITIONS AND RESTRICTIONS OF
THE LANDING ON LAKE LIVINGSTON SUBDIVISION

ARTICLE I - Definitions

1. Association. "The Association" shall mean and refer to **"THE LANDING ON LAKE LIVINGSTON COMMUNITY ASSOCIATION, INC."** a non-profit corporation organized under the law of Texas, its successors and assigns.
2. Subdivision. "Subdivision" shall mean the **"THE LANDING ON LAKE LIVINGSTON,"** Trinity County, Texas, as shown on the respective Plats of the property recorded on May 6, 1976 in Plat Cabinet A, at Pages 181 through 233 of the Plat Records of Trinity County, Texas, which includes the following:
 - Section 1: Cabinet A, Slide 181
 - Correction to Original Section 1: Cabinet A, Slide 181 (August 8, 1976)
 - Replat Section 1: Cabinet A, Slide 182 (August 9, 1976)
 - Sections 2, 3 and 2A: Cabinet A, Slide 190
 - Repat Section 2A: Cabinet A, Slide 203 (August 13, 1979)
 - Section 2, lots 3-4: Cabinet A, Slide 207
 - Section 2, Lot 96: Cabinet A, Slide 260 (January 10, 1983)
 - Section 3: Cabinet A, Slide 222 (August 13, 1979)
 - Section 4: Cabinet A, Slide 206 (April 4, 1978)
 - Repat of Block 14, Lots 68-70: Cabinet A, Slide 227 (February 26, 1970)
 - Extension of Dogwood Lane: Cabinet A, Slide 326
 - "Commercial": Cabinet A, Slide 329and includes all Lots, Common Areas, Reserves, Facilities and Capital Improvements located in it.
3. Accessory Dwelling Unit. An "Accessory Dwelling Unit" is a secondary Dwelling Unit with plumbing and HVAC which provides residential housing occupancy to a person or persons which is located on any Lot where another Dwelling Unit exists.

4. Annual Maintenance Charge. "Annual Maintenance Charge" or "Annual Maintenance Assessment" or "Annual Assessment" shall mean the annual periodic charge which is set by **majority** vote of the Board of Directors at a regular or special board meeting where a quorum is present and notice has been properly given, in an amount which is collected by the Association (also known as a maintenance fee) for each Lot in the Subdivision for the purpose of maintaining and improving the Subdivision. The Annual Maintenance Charge shall be posted on the Association website and may be stated on the Association Management Certificate.
5. Annual Meeting. The "Annual Meeting" of the Members shall be the general meeting, held once each year, at which Members of the Board of Directors shall be elected, reports are given to the Members, and properly noticed business requiring the attention or vote of the Members is presented or transacted. The matters of the Association which are presented, considered, decided, or upon which a vote occurs, shall be the subject of prior notice and subsequent written minutes. The annual meeting of the Members shall be held on **the third Saturday of the month of October in each year, with the business meeting of the Association being called to order at 1:00 PM.** If the day for the Annual Meeting of the Members shall fall upon a holiday, the meeting may be held at the same hour on the first Saturday following which is not a holiday, at the designation of the Board of Directors. Failure to hold the Annual Meeting at the designated time shall not work a dissolution of the Association. If the election of Directors shall not be held on the day designated for any Annual Meeting, or at any adjournment thereof, the Board of Directors shall cause the election to be held at a Special Meeting of the Members as soon thereafter as convenient.
6. Architectural Control Committee (ACC). "Architectural Control Committee" or "ACC" is the governing authority for the review and approval of plans for improvements and the appearance of Lots, in accordance with Section 209.00505, Texas Property Code. **See Article IX and Article XI of the 2025 (Third Amended) Bylaws of The Landing on Lake Livingston Community Association, Inc.**
7. Architectural Control Committee Policies, Procedures and Guidelines. "Architectural Control Committee Policies, Procedures and Guidelines" shall mean those Policies, Procedures and Guidelines as may be established by the ACC, which set forth the procedures that guide the activities of the ACC in maintaining the Property within the Subdivision. Such Policies, Procedures and Guidelines shall be kept among the Dedicatory Instruments of the Association and may be amended by the Board, and by the ACC from time to time as approved by the Board, which shall govern and oversee the ACC as necessary to facilitate the rights and obligations of the Board.
8. Assessment Lien. An "Assessment Lien" is the lien perfected by the Association for Delinquent Assessments, fees, late fees, fines, attorney's fees, costs, costs of collection, and filing fees against a Delinquent Owner, as well as their Dwelling Unit, Lot, and Property.
9. Board of Directors. "Board of Directors" or "Board" shall refer to the serving Board of Directors who were properly elected by the Owners or Members of the Association.

10. Code of Conduct Policy. "Code of Conduct Policy" refers to the mandatory standards controlling minimum acceptable language, conduct, and behavior applicable to all Members, Owners, Residents, family members, guests, invitees, designees, agents, and/or contractors while on the Property of the Subdivision – which shall be enforced by the Architectural Control Committee and the Board of Directors, after first giving the alleged violator notice of the non-conforming language, conduct, or behavior, and the opportunity for a hearing as set out in the Bylaws. Violations of any Residential Code of Conduct Policy shall be determined per any Enforcement Policy adopted by the Board of Directors and enforced by it.
11. Common Area. "Common Area" or "Common Area Facilities" shall mean that portion of the Subdivision property owned by the Association for the common use and enjoyment of the Members of the Association including, but not limited to, all recreational facilities, boat ramp, parking area, community building, bulkheads, piers, green areas, and any reserved or commercial areas.
12. Contracted Host. A "Contracted Host" is a person or entity, whether acting under any verbal, written, or internet/electronic-negotiated agreement, or common course of conduct, which seeks or attempts to screen, book, manage, authorize, or collect any type of fee, monetary payment, or exchange of units of value; or which implements, or seeks to implement disbursements involving, or on behalf of self and/or another; or which seeks or attempts to permit or grant permission to any person or entity to occupy any Dwelling Unit, Property, Lot, or Premises in the Subdivision as a Short Term Rental, Vacation Rental or Hotel as defined in these Restrictions, and in Section 156 of the Texas Tax Code, on behalf of any Member, Occupant, Owner, another Contracted Host or Hosts, or Resident.
13. County Clerk. "County Clerk" shall mean the County Clerk of Trinity County, Texas.
14. Declarations and/or Restrictions. "Declarations" and/or "Restrictions" shall mean the current Declarations and Restrictions related to the Subdivision which are filed of record with the County Clerk of Trinity County, Texas.
15. Dedictory Instrument(s). "Dedictory Instrument" or "Dedictory Instruments" shall mean each instrument governing the establishment, maintenance, and operation of the Association and includes a declaration or similar instrument subjecting real Property to Restrictive Covenants, Certificate of Formation, original (unrecorded) Bylaws, or similar instruments governing the administration or operation of the Association, according to properly adopted rules and regulations of the Association, and all lawful amendments to the Covenants, Bylaws, instruments, rules, or regulations, including but not limited to those identified above. Dedictory Instrument(s) further shall mean the Articles of Incorporation (now known as Certificate of Formation), current "Bylaws," "Declarations," "Restrictions," and other rules, regulations, and resolutions whether or not they are filed of record with the County Clerk of Trinity County, Texas, or not.

16. Deed Restriction Enforcement Committee (DREC). "Deed Restriction Enforcement Committee" or "DREC", along with the Board of Directors and the ACC, is a governing authority for supervision of the appearance and maintenance of Lots and common areas within the Subdivision so as to maintain a pleasant and aesthetically pleasing appearance of individual lots and the Property as a whole. **See Article IX and Article XI of the 2025 (Third Amended) Bylaws of The Landing on Lake Livingston Community Association, Inc.**
17. Delinquent Assessment. "Delinquent Assessment" shall mean any Assessment which is not paid by March 31st of the year which it is assessed, or by its otherwise announced Due Date, and includes all interest, late fees, attorney's fees, costs and other collection costs related to the collection of the Delinquent Assessment.
18. Delinquent Owner. "Delinquent Owner" shall mean an Owner who fails to pay an Annual or Special Assessment by its Due Date, and includes all interest, late fees, attorney's fees, costs and other collection costs related to the collection of the Delinquent Assessment.
19. Directors. "Directors" or "Director" shall mean and refer to any duly elected or appointed Member of the Board of Directors.
20. Drones. "Drones" or a "Drone" shall refer to any independent, remote, or radio controlled device which utilizes a motor to provide lift from the ground or flight over it. Any flying device which is equipped with any type of recording device, the recording device – whether operable, operating, or not – is a drone. Any machine capable of supporting and/or suspending an animal or human in the air is not a drone. A device claimed to be a toy, if it achieves suspension or flight by means of any type of motor or mechanical instrumentality, is a drone and not a toy.
21. Dwelling Unit. "Dwelling Unit" shall mean a residential property intended for the use, occupancy, or housing of a person or family, which shall be owned in fee simple, or which is occupied by any person.
22. Enforcement Policy. "Enforcement Policy" shall mean the written policy of the Association, if any, which defines the instances and conditions under which the Association enforces the Covenants, Conditions and Restrictions of the Association applicable to the Members, their Lots, property, obligations, rights, duties and actions – in accordance with the procedures, methods, and standards of the Bylaws and Dedicatory Instruments of the Association.
23. Hotel. A "Hotel" means a building or physical structure in which members of the public obtain sleeping accommodations for consideration, including a hotel, motel, tourist home, tourist house, tourist court, lodging house, inn, rooming house, or bed and breakfast as the term is defined in Texas Tax Code Section 156.001(a), and further includes, as set out in Texas Tax Code Section 156.001(b), the rental of all or part of a residential property to any person who is not a permanent resident under Section 156.101.

A Short Term Rental or Vacation Rental, which is sought to be created, effected, implemented, or maintained by a Contracted Host or Hosts, Member(s) Owner(s), Occupant(s), or Resident(s) of a Dwelling Unit, Property, Lot, or Premises in the Subdivision is an effort to create and/or operate a Hotel.

24. **Long Term Rental or Tenant.** A "Long Term Rental" or "Long Term Tenant" shall mean an occupancy by a person, single family, and their approved domestic pets and service/support animals which seeks to occupy a Dwelling Unit, Property, Lot, or Premises as an Occupant or Resident under a written lease with an Owner or Member of the Association for a Term of one (1) year or more, the Tenant not seeking to occupy the property as a Transitory Temporary Occupant of a Dwelling Unit, Residence, or Lot as a Short Term Rental, Vacation Rental, Hotel, or Accessory Dwelling Unit as defined in any Dedicatory Instrument.
25. **Lot.** "Lot" shall mean any residential Lot in the Subdivision as identified on the Plats filed of record with the County Clerk of Trinity County, Texas. The term "Lot" shall not include any area designated as roads and/or streets, Parking Lot 96A, boat ramp, Commons Area, and 5 acre commercial tract, as shown on said Plats or maps.
26. **Maintenance Fund.** "Maintenance Fund" shall mean the amounts collected from time to time by the Association, upon payment of Maintenance Charges by the Owners.
27. **Management Certificate.** "Management Certificate" shall mean the Management Certificate recorded by the Association in each county in which any portion of the Subdivision is located, signed and acknowledged by an Officer or the Managing Agent of the Association that contains at least the information specified by Section 209.004, Texas Property Code.
28. **Member.** "Member" or "Members" or "Membership" shall mean and refer to all those Owners who own a Lot in the Subdivision as provided for in the Restrictions and/or in these Bylaws. Membership shall include contract sellers but not persons or entities holding an interest in property as security for the performance of an obligation such as a Deed of Trust. Membership shall be appurtenant to any Lot that is within the Subdivision as such ownership is the sole qualification for Membership in the Association.
29. **Multi-Family Residential Unit.** A "Multi-Family Residential Unit" is a type of housing in which separate housing units for occupants are contained in one building, with no common access between them, and with common examples being an apartment building or condominium.
30. **Occupant.** "Occupant" or "Occupancy" shall refer to any person, or any condition of possession, of any Lot, Dwelling Unit or property within the Subdivision, whether the possession is defined by written instrument, verbal or informal agreement, or inferred by possession and / or use without agreement.

31. Owner. "Owner" shall mean and refer to the Owner of record, whether one (1) or more persons or entities, of fee simple title to any Lot which is a part of the Subdivision, but excludes those who hold such interest merely as security for the performance of an obligation such as a Deed of Trust. However, the term "Owner" shall include any Mortgagees or Lien holders who acquire fee simple title to any Lot which is a part of the Subdivision, through a deed in lieu of foreclosure, or through a judicial proceeding or non-judicial foreclosure process.
32. Plats. "Plat" or "Plats" shall mean the Plats of the Subdivision as set out in the definition of Subdivision in paragraph 2 of these definitions.
33. Property or Premises. "Property" or "Premises" shall mean and refer to that certain real property in the Subdivision as shown in the Plat Records of the Subdivision in Trinity County, Texas, and such additions as may hereafter be brought within the jurisdiction of the Association. Ownership of the Premises and Property is divided between Owners and Members, and the Association.
34. Qualified Voting Member. "Qualified Voting Member" shall mean the Owner of a Lot that is a Member of the Association as of a Record Date, who is the person designated by the Lot Owner(s) to be listed as the Member entitled to vote, and consequently the person entitled to vote as the Qualified Voting Member as listed on a Qualified Voting Members List, with the corresponding authority to cast the one (1) vote related to the owned Lot(s) in the Subdivision in which they hold the interest required for Membership in the Association. In the event of a question among Lot Owner(s), non-designation, ambiguity, or a conflict in the identity of the person who will be a Qualified Voting Member related to the Ownership of a Lot, each record title Owner shown on the recorded vesting deed or other current conveyancing instrument related to the Lot filed in the Official Public Records of Trinity County, Texas, shall present the Secretary of the Association with a written designation of the identity of the Member entitled to cast the vote associated with the Lot as the Qualified Voting Member. The designation shall be signed by each record title Owner of the Lot – and in the absence of such written, signed designation, no Owner of a Lot shall be considered a Qualified Voting Member of the Association who is entitled to cast the vote associated with the Lot. In the absence of an issue related to who will serve as Qualified Voting Member, any Owner or Member may be designated as a Qualified Voting Member. Additional Qualified Voting Members may be created by annexation of Property, or by the platting of additional Lots in the Subdivision per the provisions of the Dedicatory Instruments of the Association.
35. Quorum.
 - (a) A Quorum for purposes of a Special or Annual Meeting of the Membership, or to amend these Bylaws, shall be **ten (10)** of the Qualified Voting Members of the Association on the Record Date present in person or by representation at the meeting.
 - (b) A Quorum of Qualified Voting Members, once achieved, shall entitle all Qualified Voting Members remaining present to conduct all properly authorized business,

even though the number of Qualified Voting Members actually present and voting, may fall below the required **ten (10)** of the Qualified Voting Members of the Association to establish a Quorum.

36. Record Date. "Record Date" shall mean the business date preceding the day on which notice of the meeting is given, for the purpose of determining Qualified Voting Members entitled to notice, or to vote at any Annual/Special meeting of the Members, or any adjournment thereof, or an election.
37. Regular Annual Assessments. "Regular Annual Assessments" shall mean the Annual Maintenance Charge amount that each Member of the Association and each Owner of Property within the Subdivision is required to pay to the Association, which is designated for use by the Association for the benefit of the Property, Members and Owners, as provided by the Dedicatory Instrument(s) and these Bylaws, and includes maintenance charges and maintenance fees.
38. Resident. "Resident" shall mean a person who lives or resides in a Dwelling Unit on a Lot in the Subdivision, whether such occupancy is as a full-time resident Owner, a Lessee under a written Lease, with a term of six months or more, an Invitee, Occupant, or a family member of a Member or Owner.
39. Short Term Rentals, Vacation Rentals. A "Short Term Rental" or "Vacation Rental" means a verbal, written, or internet/electronic-negotiated agreement – either directly between persons and/or entities, or through a registered or non-registered occupancy listing or property sales service, information dissemination entity or person, or internet hosting platform – to let, rent, license, permit, or lease a Dwelling Unit, Property, Lot, or Premises of a Member(s), Occupant(s), Owner(s), or Resident(s) – the privately owned real property being located in the Subdivision – for a period of less than 30 days, or for any period of time which would require the remission of Hotel Occupancy Taxes, per Chapter 156 of the Texas Tax Code, to any Tax Collection entity of the State of Texas. A "short-term rental" shall also mean the rental of all or part of a residential property to a person who is not a permanent resident under Section 156.101 of the Texas Tax Code.

A Short Term Rental or Vacation Rental, which is sought to be created, effected, implemented, or maintained by a Contracted Host or Hosts, Member(s) Owner(s), Occupant(s), or Resident(s) of a Dwelling Unit, Property, Lot, or Premises in the Subdivision is an effort to create and/or operate a Hotel.

40. Special Assessment. "Special Assessment" shall mean any fee and/or due, other than a Regular Annual Assessment or Annual Maintenance Charge that each Member is required to pay to the Association as established by the Board of Directors at a Regular or Special Board Meeting at which proper notice is given of the intent to establish a Special Assessment, provided that the Special Assessment is not disapproved by the **majority** vote of the Qualified Voting Members at a called Special or Annual Meeting of the Membership occurring within thirty (30) days of the date the Special Assessment was passed by the Board of Directors, the Special Assessment and charges being for the following purposes:

- (a) To defray, in whole or in part, the cost, whether incurred before or after the approval of the Special Assessment, of any construction or reconstruction, repair, or replacement of a capital improvement in the Common Areas, including but not limited to the streets and roads in the Subdivision, the necessary fixtures and personal Property related to such Common Areas, to the extent such expense is not sufficiently provided for with Regular Assessment or Maintenance Funds; or
 - (b) Maintenance and improvement of Common Areas owned by the Association;
 - (c) Such other purposes of the Association as needed, or as stated in the Association's Certificate of Formation or the Dedicatory Instrument(s) of the Association related to the Subdivision.
 - (d) If no disapproving vote of the Qualified Voting Members occurs within thirty (30) days of the date of the action by the Board of Directors, it will be a final act of the Association, and therefore shall be applicable to the Property.
41. Surveillance Devices. "Surveillance Device" or "Surveillance Devices" means any non-human object or device with the capacity to obtain, capture, or retain any image or sound occurrence, person, or event in the Subdivision whether the device is in operation constantly, intermittently, or on command and subject to remote actualization by an observer, and regardless of whether the device is in fact operational or technologically able to operate at any particular time and therefore capable of actually recording images or sounds. A mechanical device satisfying the definition in the prior sentence which is mounted on a Dwelling Unit and pointed away from it is a "Surveillance Device." A film or digital camera, video camera, or a camera deployed and integral to a cell phone, if used by a person utilizing their hand(s) to operate the recording device is not a "Surveillance Device" unless it is used to habitually or systematically surveil occurrences, persons, events, or speech, without the consent of the person(s) whose image or speech is obtained, captured or retained.
- A "Ring Device" or a camera mounted at a door entrance of a residence or garage which captures video and/or audio of the scene outside the door is not a surveillance device.
42. Transitory Temporary Occupant. A "Transitory Temporary Occupant" is any person or group of persons and/or animals seeking to occupy any Dwelling Unit, Property, Lot, or Premises in the Subdivision as a Short Term Rental Occupant, Vacation Rental Occupant, or Hotel Licensee/Occupant.

ARTICLE II - Property Rights and Conduct

1. Resident Code of Conduct. The Association's mission is to enhance and preserve the quality of life and sense of community in the Subdivision. To achieve that mission, we value integrity, fairness, common sense, respect, and cooperation. Accordingly, all Members, Owners, Residents, and Occupants are subject to the following:

- (a) The Association prohibits, and will not tolerate, verbal or physical harassment, threats of violence, or violence of any kind against Board Members, Contractors, Property Owners, Residents, Occupants, their guests, and invitees. Examples of behavior that the Association will not tolerate includes, but is not limited to, profane, lewd, vulgar, foul, abusive, threatening, or other inappropriate and/or offensive language or actions demonstrating aggressive or violent behavior toward any person or Property within the Subdivision. The Association and community stands in opposition to violence and the violation of the Dwelling Unit of another, or the spatial and personal boundaries of any living beings in the Subdivision, whether sentient or not.
 - (b) The Board, subject to notice as may be required by law, has the right to initiate and implement enforcement actions, including fines for violations of any enacted Resident Code of Conduct Policy according to any Enforcement Policy published by the Association. The Board has the authority to set the amount of any fine as it reasonably determines to be appropriate for a violation of any Enforcement Policy, as determined by the Board in its sole discretion. Each day that the violation continues may be considered a new violation. In addition to levying fines, the Association reserves the right under the Dedicatory Instruments and/or under Texas law, to file suit for the recovery of fines, civil damages, injunctive relief, attorney's fees, costs, pre judgment and/or post judgment interest, and/or any additional damages including costs of collection.
2. Owner's Easement of Enjoyment. Every Owner shall have a right of use and an easement of enjoyment in and to the Common Areas subject to these Restrictions and any rules and regulations governing the use of the Common Area, and such easement shall be appurtenant to and shall pass with the title to every Lot, subject to the following provisions:
- (a) the right of the Association to charge reasonable admission and other fees for the use of any recreation or storage facility upon the Common Area;
 - (b) the right of the Association to suspend an Owner's right to use recreational or other facilities owned or operated by the Association for any period during which any Assessment against their Lot remains unpaid; and for a period not to exceed thirty (30) days for any infraction of its published Rules and Regulations;
 - (c) the right of the Association to sell or transfer all or any part of the Common Areas, including the Reserve area, to any public agency, authority or purchaser subject to such conditions as may be agreed to by the Members and Owners. No such sale or transfer shall be effective unless
 - (1) an instrument or agreement to such sale or transfer, passed by a **majority** of the Qualified Voting Members entitled to vote is properly recorded, in the Official Public Records of Trinity County, Texas, and

- (2) written notice of the proposed action under this provision is sent to every Owner not less than thirty (30) days, nor more than sixty (60) days in advance of said action;
 - (d) the right of the Association, in accordance with its Dedicatory Instruments and Bylaws, to borrow money for the purpose of improving the Common Area and facilities and to mortgage said Property; however, the rights under such improvement mortgage shall be subordinate and inferior to the rights of the Owners, and no Property on which any recorded or dedicated easement is located may be mortgaged. The power to mortgage the Association's properties is subject to the assent of a **majority** vote of the Qualified Voting Members present in person or by representation at an Annual or Special meeting where a Quorum is present, properly called for such purpose, proper notice of the purpose of the meeting having been given to all Owners not less than thirty (30) days, nor more than sixty (60) days in advance of said action; and
 - (e) the right of the Association to make rules and regulations relating to traffic flow and other uses of private drives on the Property, and to make rules regarding the use of the ponds, swimming pools, docks and all other facilities within the Common Area.
3. Common Area Responsibility. The Common Areas shall remain undivided, and shall at all times be owned by the Association or its successors in order to preserve the rights of the Owners with respect to the operation and management of the Common Areas. The Association, through the Board and/or ACC, shall have the responsibility for maintaining the Common Areas. The Board shall have the responsibility of setting Rules and Regulations and other Policies that pertain to the use of the Common Areas.

ARTICLE III - Annual Maintenance and Special Assessments

1. Creation of the Lien and Personal Obligation of Assessments. Each Owner of any Lot by acceptance of a deed to it, whether or not it shall be expressed in the deed or other conveyance, is deemed to covenant and agree to pay to the Association: (1) Annual Assessments for maintenance charges, and (2) Special Assessments for capital improvements, such Assessments to be fixed, established and collected as provided in these Restrictions, and as further defined in the Bylaws. An Assessment Lien is evidenced solely by the recordation of the Declaration perfecting the Lien, and there is no requirement for the Association to record additional documents or notices in the Official Public Records of Trinity County. Each Assessment, together with Late Fees, costs and reasonable attorney's fees and interest shall also be the personal obligation of the person who was the Owner of such property at the time when the Assessment fell due. The personal obligation for delinquent Assessments shall pass to an Owner's successors in title.

2. Purpose of Assessments. The Assessments levied by the Association shall be used exclusively for the purpose of promoting the recreation, health, safety, and welfare of all persons in the Subdivision, and in particular for the improvement and maintenance of the Property, the Common Areas and services and facilities relating to their use, benefit and enjoyment by the Members and all residents of the Subdivision. Assessments shall include, but are not limited to, funds to cover Association costs for all taxes, insurance, repair, replacement and maintenance of the Common Area, as authorized or as may from time to time be authorized by the Board of Directors; legal and accounting fees, and costs incurred; any fees for management services; constructing and maintaining roads, paths, parks, bulkheads, piers, boat ramps, launch areas, landscape reserves, parkways, easements, esplanades, pools, mowing grass, grounds care, maintenance and replacement of the fences, tennis courts, 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 property 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 Assessments, employing policemen, watchmen, lifeguards, instructors and operators, caring for vacant Lots, garbage collection, repair and maintenance of all the private streets and parking areas within the Property, repair and maintenance of the docks, boat slips and bulkhead, ponds, equipment, landscaping, pools, 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 necessary to meet the requirements of The Declaration of Covenants, Conditions and Restrictions or that the Board of Directors of the Association shall determine to be necessary to meet the primary purpose of the Association. 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.

3. Basis and Adjustment of Annual Maintenance Assessment Amounts. The Annual Maintenance Assessment on each Lot in the Subdivision is set at the rate of one hundred eighty-five dollars (\$185.00), which such Assessment shall be paid by March 31st of each calendar year for the then-calendar year. The Board of Directors, by vote of a **majority** of the Directors present at a duly called meeting of the Board of Directors at which a Quorum is present, may adjust the Annual Maintenance Assessment from year to year as the case may be, and as the needs of the Subdivision and Association may require, in the judgment of the Board; but in no event shall such adjustment exceed double the amount of the then-current Annual Maintenance Assessment, unless such action in increasing the amount of the Annual Maintenance Assessment to an amount greater than double the then-current Annual Maintenance Assessment Amount shall have the assent of the **majority** of the Qualified Voting Members, present or represented by proxy, at a duly called and properly noticed Annual or Special Meeting at which a Quorum is present. Except in those cases in which a vote of the Members may be required by this Section, the judgment of the Board of Directors as to the adjustment of the Annual Maintenance Assessment shall be final.

4. Special Assessments for Capital Improvement. In addition to the Annual Maintenance Assessment, the Board of Directors by vote of a **majority** of the Directors present at a duly called and noticed meeting of the Board of Directors at which Quorum is present, may levy, in any Assessment year, a Special Assessment for the purpose of defraying in whole or in part, the cost of any use or benefit provided for the Members. A Special Assessment passed by the Board of Directors against the Lots in the Subdivision may be opposed and disapproved by the **majority** vote of the Qualified Voting Members at a Special or Annual Meeting of the Membership, called for that purpose, where a Quorum of Qualified Voting Members is present in person or by proxy, and upon proper notice to all Members of the Association. If no disapproving vote of the Qualified Voting Members occurs within thirty (30) days of the date the Special Assessment was passed by the Board of Directors, it will be a final act of the Association, and therefore shall be applicable to all Lots in the Subdivision in the amount originally approved by the Board of Directors.
5. Notice and Quorum for Assessments. Written Notice of any Board meeting called for the purpose of taking any action related to Annual or Special Assessments approved by the Board of Directors shall be sent to all Owners and Members as specified in the Bylaws, and the Quorum/Methods of Voting procedures in the Bylaws shall also be followed.
6. Reserve and Working Capital Funds. The Association shall establish an adequate reserve fund for the replacement of Common Area components which shall be funded by regular Annual Assessments rather than by extraordinary Special Assessments. The reserve fund shall be held in a segregated account, separated from those funds maintained for ordinary operating expenses.
7. Uniform Rate of Assessment. Both Annual and Special Assessments shall be fixed at a uniform rate for all Lots regardless of location, size, or term of the Assessment, and shall commence and be due in accordance with the provisions of the following paragraph.
8. Payment of Assessments and Due Dates.
 - (a) Payments for Annual Assessments shall be paid by March 31st of every year ("The Annual Assessment Due Date.") Special Assessments shall be due as announced by the Board in its notice informing the Membership of the Special Assessment ("The Special Assessment Due Dates.")
 - (b) The Due Date for annual or monthly payments of the Annual Assessment and/or Special Assessments, if any, may be changed by the Board.
 - (c) Maintenance fees assessed against a Lot shall become delinquent ("Delinquent Annual Assessment") if not paid by the Owner or Member before April 1st in the year when the Assessment is due. A Special Assessment assessed against a Lot Owner shall become delinquent if not paid by the Special Assessment Due Date ("a Delinquent Special Assessment.") An Owner with a Delinquent Annual Assessment or Delinquent Special Assessment, or both, is a "Delinquent Owner."

- (d) Any assessments 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.
 - (e) The Annual and Special Assessments, together with Late Fees, attorney's fees, and costs of collection, shall be a charge on the land and shall be secured by a continuing lien upon the Lot and all property of the Owner against which each such Assessment is made.
 - (f) The Board of Directors may take such legal action, and enter into settlements against a Delinquent Owner, and all costs incurred in collecting such fees, including attorneys fees and court costs, will be assessed against the Delinquent Owner before the Delinquent Owner will be entitled to exercise any Member privileges of the Association; however, failure to pay Assessments shall not affect the voting rights of the Delinquent Owner.
 - (g) Payments shall be made to "The Landing on Lake Livingston Community Association, Inc." at 915 Landing Way, Trinity, Texas 75862.
9. Delinquency Procedures and Late Fees.
- (a) A Delinquent Assessment is any Assessment which is not paid by its Due Date.
 - (b) Chargeback fees for returned checks or denied ACH withdrawals given in payment of an Assessment or Special Assessment from the Association's or an Owner's bank (such as for insufficient funds,) shall be reimbursed by the Owner, and shall be due within thirty (30) days of the original Due Date for payment. Any banking fees not paid within thirty (30) days of the Due Date will be part of the Delinquent Assessment to which the Charge is related and for which the Delinquent Owner is responsible.
 - (c) Late charges on Delinquent Amount. After an Assessment or Special Assessment, (or any fee including chargeback fees) becomes delinquent, the Delinquent Owner shall be charged a one-time Late Special Fee at a rate of fifty dollars (\$50.00) per Delinquent Assessment.
 - (d) Delinquency Notices. If an Owner becomes delinquent in payment of Annual Assessments, Special Assessments, or fees, written notices of the amount due, including Late Fees and the interest charge per month, along with a request for immediate payment shall be disseminated to the Delinquent Owner by the Association.
 - (1) The Delinquency Notice sent to a Delinquent Owner **shall state that the Association will hold the Delinquent Owner liable for fees, attorneys fees and other reasonable costs and expenses of collection incurred** in the collection of the Delinquent Assessment.
 - (2) The Notice **will also indicate the availability of a Payment Plan** offered by the Association.

- (3) Payment of a Delinquent Annual Assessment or Delinquent Special Assessment plus Late Fees, interest, and any other costs or charges shall be paid by cash, or check which is to be made to "The Landing on Lake Livingston Community Association, Inc." at 915 Landing Way, Trinity, Texas 75862, as stated in the Bylaws, or as stated in the Association's most recent Management Certificate filed with the County Clerk.
- (4) In the event that the Delinquent Assessment remains delinquent, the Association shall also send the Delinquency Notice to the Owner by **certified mail** prior to filing suit.
- (e) If any account remains delinquent for more than sixty (60) days, the Association may refer the Delinquent Owner to the Association's attorneys for collection of the amount owed to the Association by any legal means, including litigation. Any Delinquent Owner whose account is referred to the Association's attorney for collection will be liable for payment of any collection expenses incurred by the Association (including but not limited to all attorney's fees and costs incurred). In addition, the Association, upon the advice of its attorney, may pursue foreclosure of the Assessment Lien established in this article against the Delinquent Owner's Property for the amount of the Delinquent Annual Assessment or Delinquent Special Assessment, Late Fees, interest, and other charges or fees plus reasonable attorneys fees, court costs, and expenses of collection.
- (f) Application of Payments and Late Fees.

As per Section 209.0063 of the Texas Property Code, the priority of payments schedule is as follows:

- (1) any Delinquent Annual Assessment or Delinquent Special Assessment owed by the Delinquent Owner,
- (2) any interest charges on a Delinquent Annual Assessment or Delinquent Special Assessment owed by the Delinquent Owner,
- (3) any Late Fees on a Delinquent Annual Assessment or Delinquent Special Assessment owed by the Delinquent Owner,
- (4) any current Annual Assessment or Special Assessment owed by the Owner,
- (5) any attorney's fees or third-party collection costs incurred by the Association associated solely with collection of an Assessment or any other charges that are secured by the Association's Assessment Lien or that could provide the basis for foreclosure of its Assessment Lien against the Owner and their Lot,

- (6) any attorney's fees, costs, or filing fees incurred by the Association that could not provide a basis for foreclosure of the Association's Assessment Lien against the Owner's Lot,
- (7) any fines assessed by the Association against the Owner, and
- (8) any other amount the Owner owes to the Association.

10. Payment Plans.

- (a) It is the policy of the Association that any agreement entered into by and between the Association and any Member or Owner in the Subdivision shall comply with Section 209.0062, Texas Property Code.
- (b) Upon the request of an Owner, the Board of Directors shall approve a plan whereby the Owner shall be authorized to enter into an "Alternative Payment Schedule Plan" ("Payment Plan"), and make partial payments of any Annual Assessment, Special Assessment, and/or any other amount owed to the Association over such period of time as may be agreed upon between the Board and the Owner, but in no event shall the Payment Plan be for a period of time of less than three (3) months.
- (c) Any Payment Plan entered into by the Association shall not extend more than eighteen (18) months from the date of the Owner's request for a payment plan.
- (d) The Association is not required to enter into a payment plan with an Owner who failed to honor the terms of a previous Payment Plan. An Owner cannot enter into a Payment Plan more than once in any twelve (12) month period.
- (e) The Payment Plan shall be in writing, shall be acknowledged before a notary public and capable of being filed in the Official Public Records of Trinity County, Texas.
- (f) The Payment Plan shall be an enforceable contract and shall confirm the amounts due to the Association, including a breakdown of Annual Assessments or Special Assessments, penalties, late fees, and interest, if applicable.
- (g) During the existence of the Payment Plan, and provided that all payments are timely paid by the Owner, the Owner may be required to pay reasonable costs associated with administering the Payment Plan.
- (h) Should the Owner become delinquent in the payments under the Payment Plan, then the Payment Plan may, at the discretion of the Association, be filed in the Official Public Records of Trinity County, Texas. For the purpose of this Restriction "delinquent" means that payment was not received by the Association on or before 5:00 o'clock p.m. Central Time on the date the payment is due.

- (i) The Owner shall be responsible to pay a flat fee of \$50.00 for preparation of the Payment Plan, which shall be due upon the execution and return of the original, notarized payment plan to the Association by the Owner, along with Owner's first payment due under the Payment Plan.
 - (j) Should the Owner become delinquent in payment under the Payment Plan, then the Association shall send a letter to the Owner, by first class mail and **certified mail**, return receipt requested, giving notice of the delinquency and making demand for the Owner to pay all amounts due under the Payment Plan, in full, within thirty (30) days of the date of the letter. If the Owner has not paid all amounts due within such time, then the Association may, in its discretion, file suit, or take further legal action to perfect its Lien, enforce its rights, and seek judicial foreclosure of the Maintenance Fee Lien provided by these Deed Restrictions.
11. Subordination of the Lien to Mortgages. The Lien securing the Association's Assessments shall be subordinate to the Lien of any duly recorded, previously filed purchase money or first mortgage lien; however the sale of any Lot by a Member for an amount in excess of the amount owed on a Deed of Trust, Judgment, or other recorded Lien shall not extinguish or release any perpetual Association Lien. The priority of a perfected Association Lien is determined by the date it was perfected. The sale or transfer of a Lot and the satisfaction or release of any Association Lien, shall not operate to release, relinquish or extinguish any subsequently arising payment obligation of a Member, whether or not the payment obligation is memorialized by a notice of Association Lien perfected by filing in the Office of the County Clerk.
 12. 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.

**ARTICLE IV - Architectural Control Committee (ACC)
and
Deed Restriction Enforcement Committee (DREC)**

1. Prerequisites for ACC Submissions. Only Owners of Lots may make submissions to the ACC; attempted submissions by any Owner who is a Delinquent Owner will be neither considered nor approved until all Delinquent Assessments, liens perfected by the Association, fines, and charges have been paid. For purposes of submissions to the ACC, current up-to-date payments under an approved payment plan under Article III (10) which is not delinquent as set out in Article III (10)(h) will permit an Owner to make a submission to the ACC.
2. Approval of Building Plans. No building, fence, wall, 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 Architectural Control Committee. A copy of the construction plans and specifications and a plot plan, together with such information as may be deemed pertinent, shall therefore be submitted to the Architectural Control Committee, or its designated representative, prior to commencement of construction. The Architectural Control Committee may require submission of such plans, specifications and plot plans, together with such other documents as it deems appropriate, in the form and detail it may elect at its entire discretion. The Committee retains the right to retain one copy of all approved plans and specifications for the Committee's records. Further, any Owner receiving approval of any plans hereunder agrees to construct said addition or structure in accordance with the approved plans. **THE COMMITTEE AND THE BOARD OF DIRECTORS 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 APPROVED PLAN, WITHOUT REGARD TO ANY CLAIM OF ECONOMIC WASTE.**

3. Expiration of Approvals. Approvals by the ACC must be acted upon and completed within twelve (12) months of approval by the ACC. Approvals by the ACC are non-transferrable. Extensions and/or reapprovals may be requested if the twelve (12) months expires before completion of approved action or upon transfer of Ownership of the Lot.
4. Subdividing of Lots. 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, including approval from the county. Failure to obtain advance ACC approval will result in fines and/or penalties up to \$500.00 for each occurrence.
5. Visual Restrictions. All equipment, vehicles, trailers, boats or personal property shall be kept in a neat and well-maintained manner. All rubbish, trash and garbage shall be kept neatly in containers.
6. Powers of the Architectural Control Committee. The Architectural Control 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 to 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 these Restrictions or that do not meet 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.
7. Composition and Duties of Deed Restriction Enforcement Committee. The Deed Restriction Enforcement Committee (DREC) shall consist of 2 Directors and 1

Association Member who is not a Director. The DREC shall be responsible for the ongoing examination and review of Lots, Dwelling Units, Premises, and externally visible personal property in the Subdivision, and presenting verbal and written requests to Owners, Members, Residents, and Occupants -- in an effort to bring their properties into compliance with these Restrictions. The DREC has authority to: collect and capture documentary evidence of alleged Restriction violations, make written demand on Owners, Members, Residents, Occupants, and other persons present in the Subdivision, and to request or demand, on behalf of the Association, that their properties be brought into compliance with these Restrictions.

The DREC therefore has four (4) general purposes: (1) to inspect properties and document alleged Restriction violations; (2) to give appropriate verbal and/or written notice (and follow up communications) to Owners, Members, Residents, and/or Occupants of matters which should be remedied or rectified so as to bring the relevant property into compliance with these Restriction; (3) to counsel or negotiate on behalf of the Association in an effort to remedy, reconcile, or restore reported, observed, documented, or alleged Restriction violations and bring the personal or real property into compliance with these Restrictions — in a mutually beneficial way — which maintains both community harmony and the effectiveness of these Restrictions without waiver of them, for the benefit of all Owners, Members, Residents, and Occupants whose real and personal property is subject to these Restrictions; and (4) to make verbal or written recommendations to the ACC or the Board of Directors for further consideration or proposed action by either, or both of them.

8. **Variances.** The Board, not the ACC or DREC, shall have the right, exercisable in its sole discretion, to grant variances to the Restrictions requested by an Owner in specific instances where the Board, in good faith, deems that a variance does not adversely affect the architectural and environmental integrity of the Subdivision or the common scheme of development. Any variance that is granted or denied shall be in writing, describing the applicable Restrictions to which the variance is related, listing conditions imposed on any granted variance, and listing specific reasons for the Board action taken on the variance. Failure by the Board to respond within thirty (30) days to a request for a variance shall operate as a **denial** of the variance sought. Variances shall require Board of Directors approval, and the Board will communicate variance approval or disapproval to the Owner requesting the variance.
9. **Shared Responsibility of the ACC and DREC.** The ACC and DREC share the responsibility, with the Board of Directors, for maintaining compliance with these Restrictions. In the discharge of their duties, they may frequently utilize the same or similar methods and means, and therefore in the exercise of their duties, their actions may at times overlap. Communications between the ACC and DREC is authorized by the Association and the sharing of duties, knowledge, tangible items, or materials between the ACC and DREC shall not effect, alter, or invalidate any actions of either committee unless their actions are modified or invalidated by the Board of Directors in the exercise of its review, oversight, disapproved, and supervisory authority under the following paragraph (*See Article IV (9)*).
10. **Board Review, Oversight and Supervision of ACC and DREC.** All actions of the ACC and DREC shall be subject to the provisions in **Article IX and Article XI of The 2025**

(Third Amended) Bylaws of The Landing on Lake Livingston Community Association, Inc. The ACC actions, votes, and decisions, and the results of the actions and efforts of the DREC to obtain compliance with these Restrictions, shall be reported to the Board of Directors which shall have autonomous independent oversight authority over all deliberations, actions, and recommended decisions of the Architectural Control Committee and Deed Restriction Enforcement Committee with respect to matters noticed by, negotiated, presented to, or decided by them. Any ACC or DREC decision or action may therefore be reversed, revised, or overruled and set aside, in whole or in part, or returned to the relevant committee for further consideration and/or action, by the Board of Directors. All actions, votes, and decisions of the ACC shall be immediately reported to the Board and both recorded in the regular meeting minutes of the Board of Directors as well as in ACC minutes or a Log that shall comply with the document retention policy. All notice letters or tangible documentary evidence gathered by the DREC shall be presented to either the ACC, the Board of Directors, or both — as may be requested or required by them.

11. **ACC Committee Membership.** ACC Membership is specified in **Article XI of The 2025 (Third Amended) Bylaws of The Landing on Lake Livingston Community Association, Inc.** and DREC Membership is set out in **Article IV (6)**. However, the Board of Directors may designate a representative to act for the either committee on behalf of the Association with respect to Enforcement actions recommended, raised, or requested by either committee which the Board subsequently authorizes to be brought against a Member, Owner, Resident, or Occupant on the basis of an ACC or DREC recommendation, or with respect to ACC or DREC decisions which have been approved, overruled, or approved as modified, by the Board.
12. **Vacancies and Removal.** In the event of a vacancy on the Architectural Control Committee or the Deed Restriction Enforcement Committee, the Board of Directors shall appoint a successor Member or Members. The Board of Directors shall have the authority to remove an ACC or DREC Member with or without cause.
13. **Minimum Construction Standards.** The Board of Directors may from time to time promulgate an outline of minimum construction standards, based on the International Residential Code; provided however that in the absence of promulgated standards by the Board of Directors, the International Residential Code will serve as a minimum guideline of construction standards in the Subdivision — although the Board of Directors shall not be bound to apply or follow it.
14. **No Liability.** The Association, its Board of Directors, Architectural Control Committee, Deed Restriction Enforcement Committee, any appointed Representative, as well as their agents, employees, architects, consultants, or attorneys, 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 under them, or any failure or defect in the administration and/or performance in the enforcement of them. 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 a good and workmanlike manner or in accordance with submitted plans and/or specifications. The acceptance of ownership or a 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 the Association, its Board of Directors, Architectural Control Committee, any appointed Representative, as well as their agents, employees, architects, consultants, or attorneys shall have no liability under these Restrictions.

ARTICLE V - Maintenance

1. Owner Responsibility. Each Owner shall maintain and repair the exterior portion of each Owner's Dwelling Unit in good condition using substantially the same material, paint, stain, and quality of workmanship as the original construction, unless otherwise approved in writing by the Architectural Control Committee of the Association. The exterior portion of a Dwelling Unit includes, without limitation, exterior building surfaces, roofs, gutters, down spouts, patio areas, outside doors, glass doors, windows and door fixtures and hardware, and windowpanes and any walks, driveways and drainage facilities located on the Lot upon which a Dwelling Unit is constructed, as well as any permitted fence. Further, each Owner shall be obligated to maintain the shrubs, trees and other landscaping, if any, located on each Owner's Lot, as well as the drainage facilities for each Owner's Lot. All fixtures and equipment installed incident to or with a Dwelling Unit, commencing at a point where the utility lines, pipes, wires, conduits or systems enter the exterior walls of the Unit, shall be maintained and kept in proper repair by the Owner of the Dwelling Unit. In addition, all exterior air conditioning, generator, propane, or other systems will be maintained by the Owner.

2. Exterior Maintenance. When the Owner clears or removes the underbrush on a Lot, the Owner must thereafter maintain the Lot by regularly mowing and maintenance. In the event an Owner of a Lot shall fail to maintain the Lot and improvement situated on it in a neat and orderly manner, the Board of Directors shall have the right, through its representatives or agents and employees, to enter upon the Lot and to repair, maintain, and restore the Lot and the exterior of any buildings and any other improvements erected on it at the expense of the Owner. The Association may 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 make recommendations to the Board for it to take necessary legal action for collection of expenses incurred.

3. Authority of Association. If an Owner shall fail to maintain the Premises and improvements of their Lot or Dwelling Unit in a manner satisfactory to the Board of Directors, the Association, after approval by a **majority** vote of the Board of Directors, shall have the right (but not the obligation,) through its agents and employees, to enter upon an Owner's Lot to repair, maintain and restore the Owner's Dwelling Unit and the improvements located on the Lot. The cost of any exterior maintenance which is undertaken shall be added to and become part of the Assessment related to the Lot.

ARTICLE VI - Use Restrictions

1. **Residential Uses and Limitations.** Except for Common Area facilities, the Property is restricted to residential dwellings for residential use only. Long Term Rentals are permitted. The Common Areas shall not be used for any commercial purposes; however, this provision shall not preclude the Association from charging reasonable fees for the use of Common Area facilities.
2. **Type of Buildings Permitted.** No building shall be erected, altered, placed, or permitted to remain on any Lot other than an ACC - approved residence, garage, and quarters for domestic assistants, designated and constructed for use by a single family under one roof line, and other structures or outbuildings (provided they are not connected to a septic system, and receive no HVAC treatment) as may be suitable and/or proper to the support the occupancy of the residence by a single family; with the common areas and the commercial tract of five acres immediately north and east of the Subdivision entrance being excepted.

Each building site or home site must be made up of a single Lot, or Lots which adjoin each other, and must not be separated by a street, and evidence of physical compliance with the Lot plan must be reflected in the records of the Trinity County Appraisal District.

Lot 96 which was originally platted 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 the Lots.

No residence constructed on a Lot may be converted into or thereafter used as a Accessory Dwelling Unit, Duplex, Multi-Family Residential Unit, Hotel, Short Term Rental, Vacation Rental, or any other form of multiple person or family dwelling, nor shall any Residence or combination of Residences or separate Lots be advertised for sale, use, or actually be used as, a hotel, tourist cottage, or place of abode for Temporary Transient Occupants.

No structure, house trailer or building erected on a Lot shall be used as a dwelling pending the completion of the main dwelling house to be constructed on the Lot.

Permitted Single Family Dwellings shall not exceed two stories in height.

Building a non-dwelling structure which is not a Residence or Dwelling Unit, and which is not supported by both HVAC and spetic service, and which is sought to be constructed on a separate Lot, not attached to an Owner's other Lot(s), is not permitted.

- (a) **Section 4 Minimum Floor Area and Structural Requirements.** Mobile homes, prefabricated homes, or modular homes shall only be permitted in Section IV of the Subdivision - so long as they are:

- (1) Nine hundred (900) square feet of living space, or larger (excluding porches and garages.)

- (2) HUD-code manufactured homes, prefabricated homes, or modular homes shall not be more than five years old at the time of proposed placement, as determined by the certificate of title which shall be tendered to the ACC by the Owner for approval.
 - (3) A HUD-code manufactured home, prefabricated home, or modular home must be skirted within ninety (90) days after placement. 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) Garages, standby generators, propane tanks, and all carports and out-buildings must be approved by the Architectural Control Committee.
- (b) 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 4, must have a minimum floor area of twelve hundred (1,200) square feet, exclusive of porches, breeze ways, driveways, carports, and garages.
- (c) Roofing. All roofs shall be constructed of fire retardant/resistant materials.
- (d) Foundations. All Dwelling Units shall be of a type construction and foundation consistent with the International Residential Code and must be approved by the Architectural Control Committee.
- (e) HUD Code Manufactured Home Restrictions. No mobile homes, prefabricated homes or modular homes are allowed in Sections 1, 2, 2A and 3.
- (f) Prohibition of Placement of Non-Site Built Homes. No old or used house or structure of any kind shall be moved or placed on any Lot with the exception of HUD-code manufactured homes in Section 4 — if they otherwise satisfy the requirements of this Article.
- (g) Prohibition of Temporary Structures. No structure of a temporary character, including trailers, motor vehicles, recreational vehicles, tents, shacks, garages, barns, other outbuildings, or Property within the Subdivision, or on any Lot in it, shall be used, at any time, as a Residence — either temporarily or permanently.
3. Use of Dwelling Unit for Business Purposes; Home Offices. Under no circumstance will any Dwelling Unit be used for any business purpose, except as a home office with no commercial traffic. In order for a business to qualify as a home office the Owner must meet the following requirements:
- (a) The Lot and all improvements on it are used for residential purposes by the Owner or Resident.

- (b) The street address of the home office shall not be advertised in a public medium.
 - (c) Not more than twenty percent (20%) of the floor area of the Dwelling Unit on a Lot shall be used for the business related activity.
 - (d) The home office shall not employ or contract with any person who works at, or travels to, the home in connection with the business.
 - (e) The home office shall not have clients, customers, delivery persons, or other persons, who travel to the home on more than three (3) occasions per week – in connection with the business.
 - (f) The home office shall not cause noise, dust, light, vibration, odor, or pollutants to emanate from any Dwelling Unit, or to any street or Common Area in an amount which does or may reasonably constitute a nuisance to adjacent Property Owners;
 - (g) The home office shall not contain any flammable material or substance for commercial use or sale (and not merely for home residential use) which may pose, or possibly pose, a risk of fire to any Dwelling Unit, Property, Lot, Premises, or Common Area.
 - (h) The home office shall not have any sign or writing on the Lot or Dwelling Unit displaying the name or identity of the home office.
 - (i) The home office shall not maintain any type of inventory of any physical item within the Dwelling Unit.
 - (j) The home office shall not park a business-related vehicle on the property. One vehicle displaying a magnetic sign affixed to the front door(s) of a vehicle, not greater than 36"x24" shall be permitted, provided that the name of the Lot Owner is a prominent part of the sign display.
 - (k) No 18 wheeler tractor or trailer shall ever be parked, stored, or otherwise situated on any property, whether related to a home office or not.
 - (l) By way of illustration, the type of home office which the Association contemplates are situations such as: a consultant, accountant, or attorney furnishing services over the internet with no employees on site, a business or engineer consultant, a graphic designer utilizing only a computer to provide a product, or a real estate professional who has no clients who appear on-site in the Subdivision.
4. Use of Dwelling Units as Short Term Rentals, Vacation Rentals or Hotels. The real property in The Landing on Lake Livingston Subdivision and that of all of the Owners, Occupants, and Residents of a Dwelling Unit, Property, Lot, or Premises in the Subdivision, as well as all Members and Qualified Voting Members of the Association,

is restricted to uses of real property as residential dwellings for residential use only, pursuant to this Article. There are no Multi-Family Dwellings, Accessory Dwelling Units, or Hotels, in existence in the Subdivision. None have been permitted in the past, and none shall be permitted in the future, pursuant to the agreement of all Members, Qualified Voting Members, and Owners, by impressing these Restrictions and the corresponding Use Restrictions on all Property in the Subdivision. The Association is dedicated to maintaining a tranquil, non-commercial ethos, as reflected by the Use Restrictions, as administered by the actions of the Architectural Control Committee (ACC), Deed Restriction Enforcement Committee (DREC), and the Board in enforcing all Restrictions.

The Owners, Qualified Voting Members, and Members, by passing these Restrictions applicable to the Sections in the Subdivision, have determined that the Association and Subdivision shall:

- permit platted lots to be used only for Residential Dwelling Units occupied by single families (*See Article VI (1)*);
- prohibit the use of property for commercial purposes (*See Article VI (1)*);
- restrict parking for home offices (*See Article VI (3)(j)*), vehicles, vehicles without current registration, or license plates, boats and trailers, construction dumpsters, and other vehicles (*See Article VI (17)*), and prohibit the parking and storage of 18 wheeler tractor and trailers (*See Article VI (3)(k)*);
- prohibit and regulate all signage for home offices (*See Article VI (3)(h)*), general signage (*Article VI (16)*), and regulate business signage on vehicles (*See Article VI (3)(j)*);
- prohibit all advertising of the address of a home office in any public endeavor (*See Article VI (3)(b)*);
- restrict the square footage of a home office in a Dwelling Unit (*See Article VI (3)(c)*);
- prohibit and restrict persons traveling to a home office in connection with a business purpose (*See Article VI (3)(d,e)*);
- restrict noise, dust, light, vibration, odor and pollutants (*See Article VI (3)(f)*), and prohibit inventories of physical items in a Dwelling Unit (*See Article VI (3)(i)*);
- regulate and approve plumbing to ensure adequate and complete plumbing facilities, septic systems, and lateral lines (*See Article VI (5)*);
- maintain compliance with platted easements (*See Article II (2)*, *Article VI (7)*, and *Article VII (1)*), and setbacks (*See Article VI (6)*);
- maintain minimum construction standards (*See Article IV (13)*);

- ensure Owners comply with their responsibilities under Article V (1, 2), take responsibility for excavations, rubbish, trash, and garbage (*See Article VI (8)*), fences and walls, shrubs and trees, paint and storage of items (*See Article VI (9, 10, 11, 12, 13)*);
- protect the safety and personal integrity of all persons in the Subdivision by the regulation of pets (*See Article VI (15)*), maintenance of roads (*See Article VI (14)*), prohibition of annoyance and nuisance (*See Article VI (18)*), prohibition of hunting and regulation of firearm discharge (*See Article VI (19)*), specification of the circumstances in which drones are permitted to operate (*See Article VI (20)*), safeguard the privacy of all persons with respect to surveillance devices (*See Article VI (21)*), and observe and supervise the placement and maintenance of propane tanks (*See Article VI (22)*);
- approve acceptable exterior construction materials, foundations, and finishes (*See Article IV (2,6), Article VI (2)*);
- require the mandatory use of fire retardant/resistance materials for all roofs in relevant sections of the Subdivision so as to reduce the peril of fire and fire casualty losses for all Owners, Members, and the Association (*See Article VI (2)(c)*); and
- prohibit flammable materials in home offices (*See Article VI (3)(g)*).

These enumerated matters of regulation, as well as all the regulatory matters in these Restrictions which the Members of the Association seek to voluntarily enforce for the common good, do not require the employment of regular paid personnel to maintain compliance with these Restrictions. Rather, they are managed by Members voluntarily serving the Association by their Membership in the Association, or their service on the Board, ACC and/or DREC.

The Association finds that the regulatory oversight and enforcement that would be imposed on the Association in the event that Short Term Rentals, Vacation Rentals, Hotels, or Accessory Dwelling Units were permitted to exist in the Subdivision would destroy the character of the Subdivision, and the qualities and characteristics which the Members and Owners, acting through the Association, seek to promote, foster, maintain, protect, and preserve through its Board, ACC and DREC, which act for all Members and Owners in enforcing the Restrictions imposed on real property and external personal property pursuant to Article IV, V, VI, VII, IX, and Article X(2).

The Association has no ability to impose Density Restrictions, Differentiated Commercial/Residential Development Zones, or supervise the length of any occupancy or occupancy limits, and is also unable to inspect or determine compliance with the internal safety, health or maintenance of the interior of Dwelling Units, including the designation of persons to respond to emergencies as an immediately available responsible party, in order to maintain safety and the non-visually observable conditions of Dwelling Units so as to ensure the well-being of persons and the compliance with these Restrictions.

The Subdivision also has neither an off-street parking lot, nor the parking capacity for persons or entities seeking to occupy Property as a Short Term Rental, Vacation Rental, Hotel, or Accessory Dwelling Unit.

Additionally, the Members value the rural aspects of living in a wooded area where pine trees and dry forest ground cover present conditions for fires which threaten both the forest and trees, as well as the residential Dwelling Units in the Subdivision. The Members and Owners thus have a legitimate concern for the possibility of fires in the Subdivision were Short Term Rentals, Vacation Rentals, or Hotels permitted to operate in the Subdivision. The Association has no inspection mechanism, oversight, or supervision that would ensure that licensees, users or occupants of Short Term Rentals, Vacation Rentals, or Hotels would be cognizant of the dangers to the trees, foliage and residences in the Subdivision, as is the case with Owners, Members, Residents and Occupants who are personally occupying their property in the Subdivision on a permanent basis with the corresponding knowledge of community fire hazards and the danger to their personally owned real and personal property in the event of a fire caused by a Transitory Temporary Occupant which is not controlled by them. The Subdivision also has no actual, on-site, level of firefighting capacity within the Subdivision to manage fires; and governmental fire protection resources are both too remote and too inadequate to provide the immediate fire protection that would be required to protect all Owners and Occupants from uncontrolled fires posed by possible Short Term Renters, Vacation Renters or Hotel Business Licensees. The Association finds that Transitory Temporary Occupants are more unlikely than permanent residents to pose actual, acquired, instructed, or demonstrated awareness of the safety concerns of the Owners and Members in the Subdivision.

The Association does not maintain casualty insurance to protect the residential properties of Owners, or the Common Areas of the Subdivision, from any casualty loss caused, or partially caused, by Transitory Temporary Occupants of Short Term Rentals, Vacation Rentals, or Hotels — if these forms of occupancy were permitted in the Subdivision.

The Association, which is organized as a non-profit corporation under the laws of the State of Texas, which holds and manages all funds and responsibilities on behalf of all Owners and Members, and which is charged with spending only “the modest amount needed for the expenses of administration of the Association in order to qualify and continue to qualify] as [an] exempt organization under Section 501(c)(3) of the Internal Revenue Code,” has no paid employees or administrative assistants (*See* 2025 Bylaws, Article III (1) (a)). Therefore, the Association has no ability or capacity to pre-screen persons, occupants or property as a Short Term Rental, Vacation Rental, or Hotel, were they to be allowed, to determine the suitability of such persons and their domestic pets and service/support animals for occupancy of any real property in the Subdivision, or whether occupancy in such situations would violate the protections afforded to children and disabled persons in Article X(2).

A process to also pre-screen Transitory Temporary Occupants of Short Term Rentals, Vacation Rentals, and Hotel Licensees, and their animals, to determine compliance with Article VI(15) – which specifically protects children, but more basically protects all persons in the Subdivision, would impose an unreasonable and unworkable burden on the Association in its non-profit efforts to protect the children of the Subdivision and

all the rights of all Members, Owners, Occupants, and Residents who seek to occupy their property as Members, Owners, Occupants, or Residents and not as Licensees or Transitory Temporary Occupants of a Dwelling Unit, in a Short Term Rental, Vacation Rental or Hotel. The Association therefore finds it cannot maintain basic safety standards, as well as the enforcement of them, that would be required to protect all the Members, Qualified Voting Members, Owners, Occupants, Residents, their children, grandchildren, families, and other persons — if Short Term Rentals, Vacation Rentals or Hotels were permitted to exist in the Subdivision.

Municipalities and other governmental entities located in more high-density urban or suburban communities than the Subdivision possess the powers of budgeting, taxation, and the ability to issue fixed or floating rate bonds to raise funds for the support of infrastructure, regulations, oversight, policies, and services related to essential health, welfare, and the safety of persons — such as law enforcement and public safety, zoning, and enforcement of Use Restrictions, and business / personal property review and regulation.

The Association has no such capacities, abilities, personnel, or resources — except these Restrictions, and its helpful, supportive, but completely untrained, uncompensated, and non-technical, non-legal, non-professional volunteer Members.

These are some of the qualities, characteristics, and capacities which differentiate the Subdivision, Association, and its volunteer Members from other mixed-use environments, and support the Association's determination that, for its safety, and the safety of its children, disabled children and adults, Owners, Members, Occupants, Residents, and Property, that Short Term Rentals, Vacation Rentals and Hotels, all of which currently do not operate, and have never operated in the Subdivision, should not be permitted at any time in the future, and that all platted Lots in the Subdivision are Use Restricted, with Transitory Temporary Occupants, Short Term Rentals, Vacation Rentals, Hotels, and Accessory Dwelling Units being banned and not permitted in any form.

5. **Plumbing.** A septic site plan for the proposed septic system must be prepared by a licensed septic site evaluator and submitted for approval before installation of any septic system. All residences shall have complete plumbing facilities and shall be installed indoors and 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 applicable state or local codes or statutes affecting the construction, placement, or installation, of septic systems or lateral lines. Septic systems cannot be located on 12.5' utility easement which runs along all street-sides. 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.
6. **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 detached 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 constituent parts, are consolidated into a building site, these building setback provisions shall be applied to the resultant building site as if it were on an original Platted Lot. No fence shall be erected, placed, altered or permitted on any Lot or tract nearer to the street than the minimum building setback line on the map or Plat, which shall be 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 for all fences in existence on January 2, 1998, which is the date of approval for the Fourth Amended Dedication and Declaration of Covenants, Conditions and Restrictions.

7. Easements. Easements for the installations and maintenance of utilities and drainage facilities are reserved as shown on the recorded Plats. No utility company, water district, political subdivisions, or other authorized entity using the easements 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 an easement.
8. 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 a sanitary container. All incinerators or other equipment for the storage and disposal of such materials shall be kept in a clean and sanitary condition. Trash receptacles must be removed from street lines within two (2) days after trash pick up service. All debris from construction must be removed on a regular basis.
9. 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. Fences and walls along the front or side street property line, are limited to five (5) feet in height and must be constructed of a material or design that is "see through". No fence shall be erected on a waterfront Lot which shall obstruct the waterfront view of adjoining Owners from their Dwelling Unit without the approval of the Architectural Control Committee, and subject to the terms and provisions related to setbacks in this Article. The ACC retains the right to limit construction and height of all fences and walls within the Subdivision.
10. 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 type and character 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, at the front or rear, as the case may be. 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. Brush and sapling removal is permitted. Select cutting requires approval of cutting plans by the ACC.

11. 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.
12. 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.
13. 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.
14. 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 a permit granted by 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 Owner, who may be charged for the repair of a road or roads. No driveway or road shall be constructed on any streets that border and/or connect Camp Olympia or Whispering Pines Golf Course to the Subdivision.
15. Domestic Pets and Service/Support Animals.
 - (a) Only dogs, cats or other household pets, including service or emotional support animals kept for the personal enjoyment of an Owner, shall be kept in the Subdivision – provided they are not bred or maintained for commercial purposes. The definition of household pets shall include all animals which would fall into the category of domesticated animals such as dogs, domestic house cats, aquarium fish, birds, rodents, amphibians and reptiles. No pets which would be considered as wild animals, no matter how domesticated, shall be allowed as pets. All types of livestock or poultry are not allowed. Household pets may be kept under the following conditions:
 - (b) No commercial enterprise involving household pets such as breeding or boarding shall be allowed in the Subdivision;
 - (c) Owners shall maintain their pets in a reasonable manner, including limiting the number of such pets to a reasonable number, so that they will not present a health hazard or create a nuisance;

- (d) No dangerous pets will be allowed on the Property, including specifically, any wild animals (not normally domesticated) or household pets which would normally be bred for the purpose of fighting;
 - (e) The Board of Directors has the right to limit the number of pets per Dwelling Unit;
 - (f) Barking or other animal noise in the Subdivision, including within a Dwelling Unit, must be kept under control by the Owner or Resident. Any unreasonable disturbance by an animal, including noise, odor, or threatening/nuisance behavior, is grounds for action by the Board of Directors requiring removal of the animal from the Subdivision;
 - (g) Any animal that injures any person, to any extent or degree, while in the Subdivision, on any Lot, or within any Dwelling Unit, shall be removed within twenty-four (24) hours of the specific time the injury to a person occurred. There is no "free first bite" for any animal.
16. Signage. No advertising signs (except for one "for rent" or "for sale" sign of not more than 4 square feet per Lot), billboards, or unsightly or nuisance displays, shall be erected, placed on, or permitted to remain on a Lot, nor shall signage be used in any way, or for any purpose, which may endanger the health or reasonably disturb an Owner or Resident of any Dwelling Unit. The Board of Directors reserves the right to approve the design and wording of all signs, in accordance with applicable state laws such as for political signs, and reserves the right to enter in and upon any Lot for the purpose of removing any sign which has not been approved.
17. Restrictions for Vehicles, Parking, and Boats.
- (a) All vehicles parked on the Property must have current registration or they will be subject to being towed at the vehicle Owner's expense.
 - (b) 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 that are used daily.
 - (c) Parking of boat trailers is acceptable in the upper boat area. All boat trailers must have current registration and must have the Owner's address or name posted on them, or the trailer is subject to being towed at the Owner's expense. Security in the boat yard is not provided by the Association and risk of damage or theft is borne by the Owner. Owners must have a Park and Clubhouse Trailer Storage form on file with the POA.
 - (d) During the active construction/ remodeling of a Dwelling Unit, construction trailers or dumpsters may be parked on the homeowner's Property. Should

active construction/remodeling cease for 30 days or more, any construction trailers or dumpsters must be removed. All construction debris must be removed on a regular basis. Construction/remodel vehicle usage and parking, and refuse storage / removal plans, shall be included in the initial submission to the ACC for plan approval.

- (e) No motor vehicle other than personal family automobiles or recreational vehicles of an Owner shall be operated upon any Lot. This restriction shall not apply to any motor vehicle designed primarily for use, and in fact used, in the maintenance or upkeep of any Lot.
18. Annoyance and Nuisance. No activity shall be carried out in the Subdivision or on any Lot or Common Area which constitutes a nuisance, or which might reasonably be considered to give annoyance to Members of ordinary sensibilities, or which may be reasonably calculated to reduce the desirability of the Property as a residential neighborhood – even though such activity may be in the nature of a hobby and not carried on for profit. The Board of Directors of the Association shall have the sole and exclusive discretion to determine if activity constitutes an annoyance or nuisance. This section shall not operate as an attempt to deprive Texas Courts of their judicial power to decide issues of annoyance or nuisance.
 19. Hunting and Firearms. No hunting by any method, discharge of any firearm for a celebratory event or holiday, target practice or skeet shooting shall be allowed. The possession, transportation, storage of a firearm, any part of a firearm, or firearm ammunition, and the defensive discharge of a firearm must be in accordance with state law.
 20. Drones.
 - (a) Drones are not allowed within the vertical airspace of the Subdivision for any purpose; if a drone intrudes into the airspace of the Subdivision at any time, they may be confiscated, destroyed, or rendered inoperable by any safe means, as authorized by the Board of Directors.
 - (b) Notwithstanding the foregoing, use of Drones for the following limited purposes is permitted, subject to ACC approval:
 - (1) evaluating damage by insurers or their agents,
 - (2) aerial photography of a home by a licensed real estate agent or broker, or a real estate professional's agent, in conjunction with the marketing and sale of a Lot or Dwelling Unit in the Subdivision,
 - (3) by law enforcement agencies, or
 - (4) recreational purposes as long as the infringement of another individual's privacy does not occur.

- (a) A "Ring Device" or a camera mounted at a door entrance into a residence or garage which captures video and/or audio of the scene outside the door is not a surveillance device.
- (b) No Owner may install any Surveillance Device, without first obtaining the written approval of the Board of Directors after prior submission of the installation plan to the Architectural Control Committee (ACC). All requests to install any Surveillance Device must therefore be submitted in writing to the ACC, pursuant to ACC Procedures and Policies. The request must describe: (i) the location of all proposed components of the Surveillance system or device, including the location of each device, (ii) the field of view of each device, and (iii) a diagram of any exterior wiring necessary for the installation or operation of the Surveillance Device.
- (c) The Architectural Control Committee shall have the authority to evaluate and regulate the placement, field of view, perspective, and conditions under which any surveillance device is deployed or used within the Subdivision by any Owner, Resident, Member, guest, invitee, or any designee or agent of any of them.
- (d) All permitted Surveillance Devices must be installed in the least obtrusive manner possible, as determined by the Association's ACC and approved by the Board of Directors.
- (e) All permitted Surveillance Devices must otherwise comply with all federal, state, and local laws or regulations.
- (f) Generally, no Surveillance Device may be positioned in such a way that the field of view of any device cannot invasively intrude on the solitude of another individual.
- (g) The particular and unique security concerns of an Owner, Resident, or family member due to the habitual, historical, or threatened actions of another shall be considered by the Architectural Control Committee in evaluating the use of Surveillance Device(s) by an Owner or Resident within the Subdivision – even though such actions do not, and have not, occurred on the Property of the Association or that of the Owner, or within the Subdivision.
- (h) Surveillance Devices shall not be used in any way which may infringe upon any other person's reasonable expectation of privacy.
- (i) The Association may place Surveillance Devices on any Common Area in an effort to assist the Members in protecting and safeguarding the security of all persons and Property in the Subdivision; however, the deployment of Surveillance Devices by the Association on Common Area Property does not represent the assumption of a duty or obligation to protect any person or Property from the violent, destructive, criminal, or harmful acts of another.

- (j) Unless specifically requested in writing by the Board of Directors, the images, videos, sounds or other data captured by an Owner's Surveillance Device shall not be submitted to the Board of Directors.
- (k) In the event any Surveillance Device within the Subdivision captures any violent, destructive, criminal, or harmful activity, media containing any such depiction(s) shall be extracted from the Surveillance Device and furnished to the Board of Directors, which shall have responsibility for the use of the media to further the objectives of the Code of Conduct Policy applicable to the Association, its Members, and all persons within the Subdivision or on its Property.
- (l) The Association, upon receipt of any media described in section (k) shall confer with an attorney representing the Association regarding the responsible use of such media, and all discussions shall be considered to be within the scope of attorney - client privileged communications under the Texas Rules of Evidence.

22. Standby Electric Generators and Propane Tanks.

- (a) Standby electric generators require ACC approval.
- (b) Standby electric generators and above ground propane tanks must be located at least thirty (30) feet from the front property line.
- (c) Standby electric generators and above ground propane tanks must be located at least five (5) feet from the side and rear property lines unless:
 - (1) It increases the cost of the generator or propane tank by more than ten (10) percent; or
 - (2) It increases the cost of installation and connection of the electrical and fuel lines by more than twenty (20) percent.

ARTICLE VII - Easements

- 1. Reservations of Easements. All easements and alleys for the installation and maintenance of utilities and drainage facilities are reserved as shown on the Plats of the Subdivision that are recorded in Official Public Records of Trinity County, Texas. No shrubbery, fence, parking pads, or other obstruction shall be placed in any easement, alleyway or road right of way without approval of the Board. 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 the easement which would constitute any interference with the use, maintenance, operation or installation of any utility.
- 2. Overhead Electrical System. Any overhead electric distribution system installed to serve Lots will be at the expense of the Owner. The Owner of each Lot shall, at his own cost and expense, finish, 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 the company on the property line of an Owner's 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 their 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 VIII - Membership and Voting Rights

1. 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, and as provided in the Bylaws and any Dedicatory Instruments. 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 and under the Bylaws, 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, roads, operation of recreational facilities, or other matters of interest.
2. Membership in Association. Each Owner of a Lot shall automatically be a member of the Association. Membership in the Association shall automatically follow the ownership of each Lot and may not be separated from ownership of it.
3. 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 or mediating between Owners and the Board or the Association and/or other parties, including the appointment of committees (including the delegation of a matter to the ACC) to consider and recommend resolutions of any disputes.
4. Individual Liability. Board Members, Officers, ACC Committee Members, and designated Representatives will not be individually liable to any person or entity for their actions taken in the course and scope of their duties.

1. Enforcement by Association or Member to Prevent Violations or Attempted Violations. The Association shall have the right to enforce, by any proceeding at law or in equity, all Restrictions, Conditions, Covenants, Reservations, Liens, and charges now or hereinafter imposed by the provisions of this Declaration, the Bylaws, and the Articles of Incorporation, or any Dedicatory Instrument. Upon any violation or attempt to violate any of the Restrictions and/or Bylaws, it shall also be permitted for the Owner of any of the Lots to prosecute any proceeding at law or in equity against the person or persons violating or attempting to violate any such covenants and either to prevent them from doing so, or to recover damages, or obtain other remedies, including injunctive relief related to such violations. However, neither the Association nor any Member or Owner shall have the duty to enforce these Covenants, Conditions, and Restrictions, the Bylaws, the Articles of Incorporation, or the Dedicatory Instruments.
2. Irreparable Harm and Injunctive Relief. It is hereby stipulated by the Owners that the failure or refusal of any Owner, Resident, or any occupant of a Lot to comply with the terms and provisions hereof, will or does, result in irreparable harm to other Owners, the Subdivision Property and to the Association. Thus, the Covenants, Conditions, Restrictions and provisions of this Declaration, the Bylaws, or any Dedicatory Instruments, may not only be enforced by an action for damages at law, but also may be enforced by injunctive or other equitable relief (i.e., restraining orders and/or injunctions) by any Court of competent jurisdiction, upon the proof of the existence of any violation, or any attempted or threatened violation.
3. Presumption of Reasonable Enforcement by Association. Any exercise of authority by the Association concerning a covenant created by any Declaration, any Bylaw, or any Dedicatory Instrument, is presumed reasonable unless the Court determines by clear and convincing evidence that the exercise of Association authority was arbitrary or capricious.
4. Right to Intervene in Filed Causes of Action or Proceedings. The Association on its own behalf or through the efforts of any designated Representative may initiate, defend or intervene in litigation or any administrative proceeding affecting the enforcement of a covenant created by this instrument or for the protection, preservation or operation of the Subdivision.
5. Non-Enforcement Shall Not Constitute Waiver. Failure by the Association or any Owner, to enforce any Dedicatory Instruments, or any part of any of them through litigation or otherwise, shall in no event be deemed a waiver of any Restrictions or Dedicatory Instruments, or any part of any of them, which are not enforced. Non-enforcement of any particular provision(s) in a Dedicatory Instrument through litigation or otherwise, shall not operate to waive other, different, or particular Dedicatory Instrument provisions.
6. Non-Enforcement is Not a Bar to Subsequent Enforcement. Non-enforcement of any Restriction, Covenant, Bylaw, or Dedicatory Instrument provision through litigation or otherwise, shall not prohibit a subsequent enforcement action provided that the subsequent enforcement action is not based on a prohibited, suspect, or constitutionally-protected classification of persons.

7. Hearing and Procedures Required Prior to Filing Enforcement Action. Prior to beginning an enforcement action against an Owner, the Association shall give the Owner notice of the violation(s), a hearing, an opportunity to cure the violation, and shall satisfy all requirements in Chapter 209 of the Texas Property Code.
8. Right to Correct Violations and Enforce Collections of Charges by Lien. If a violation of a Restriction or Dedicatory Instrument is not corrected in the period to cure, or such period as may be agreed upon by the Lot Owner and the Association, the Association shall have the right to correct the violation, and if the cost of correction is not paid within thirty (30) days of invoice, then a contractual lien is retained against the property of the Owner as security for the expense, together with any legal fees and costs incurred in enforcing the Restriction. The lien may be perfected by filing it with the County Clerk. The Association shall also have the right to judicially foreclose the lien securing such expense, legal fees, and costs incurred in enforcing these Restrictions.
9. Fines, Attorneys Fees, Costs, Expenses & Fees. In addition to other provisions in this Article, the Association shall have the right to assess fines for civil damages in an amount not exceed \$200 for each day of violation, or whatever amount is provided for by law. The Association shall give notice to the Owner as provided in the Bylaws and Texas Property Code Chapter 209, and may seek reimbursement from the Owner for any attorney's fees incurred, costs, fines, expenses, and fees related to collection, utilizing any provision in this Article.
10. Permitted Use of Other Enumerated Procedures and/or Under Texas Law. Any cost that has accrued to the Association as a result of its efforts at enforcement of Restrictions, collection of Assessments or claims, or incurred by it in enforcing any obligation by legal methods, means, or by litigation, shall be secured and collectable in the same manner as established herein for the security and collection of Annual or Special Assessments, or as permitted under any applicable Texas Law related to Judgment Liens.

Article X - General Provisions

1. Transfer Fees. The Association will charge a \$50.00 transfer fee when a Lot or Dwelling Unit is sold to a new Owner. This amount may be increased if approved by a **majority** vote of the Directors subject to applicable state law. This transfer fee will only be charged to new Owners based upon a sale of their Property, Dwelling Unit, or Lot for actual consideration, and does not apply to the transfer by Will or Gift Deed without consideration.

The fee for a Resale Certificate is \$150.00. This fee relates to administrative expenses of the Association in providing information to Realtors and title companies prior to the sale, as well as providing required information to new Owners and the Association. In order to receive a Resale Certificate, the prospective new Owner must complete all elements of the Association Resale Certificate Request Form.

2. Sex Offenders. The Fair Housing Act, which is a federal law designed to protect individuals from housing discrimination, explicitly provides that sex offender status is neither a protected class, nor does it qualify as a "disability" for fair housing purposes.

For this reason, landowners, Property managers, and landlords are not required to make reasonable accommodations for sex offenders, nor are they prohibited from discriminating against an individual due to the person's sex offender status. Consequently, the Fair Housing Act does not protect sex offenders, and it is legal for a landlord, seller, or lender to discriminate against a person if their name appears on a Sex Offender Registry. Property Owners are therefore prohibited by the Association from selling or renting real property to any registered sex offender. Property Owners and Members shall not sell, let or rent any Dwelling Unit, Property, Lot, or Premises, or any part thereof, or accomplish any other conveyance, to a sex offender for use or Occupancy for any period of time. **Because the Subdivision maintains a basketball court, picnic tables, swing sets for children, and an outside restroom area with plumbing near the Subdivision Clubhouse, and children and persons under a disability constantly use these Common Areas of the Subdivision without restriction, regulation, or the necessity for parental supervision, registered sex offenders shall not enter or personally encroach within 300 feet of any such areas, as all such Common Areas qualify as a "playground," as that term is defined in Texas Health and Safety Code, Article 481.134.**

3. No Discrimination Between Owners. No action shall at any time be taken by the Association, its Board of Directors, or the Architectural Control Committee which in any manner would discriminate against any Owner or Owners, Resident, or Occupant in favor of other Owners, Residents, or Occupants except as set out in the prior paragraph - in the event their name appears on a Sex Offender Registry.
4. Condemnation. If all or any part of the Property is taken or threatened to be taken by eminent domain or by governmental power in the nature of eminent domain (whether permanent or temporary), the Association and each Owner shall be entitled to participate in proceedings incident to the taking of their respective defined or undivided interest, if any. An Owner who is threatened with loss of their Lot or part of it, may join with the Association to make "common-cause" as related to the condemnation or taking, on such terms and conditions as the Association may permit and agree. The Association shall have no rights with respect to a condemnation award related to the Owner's Lot. With respect to a threatened or sought condemnation which is not related to an Owner's Lot, the Association shall give timely written notice of the existence of such proceedings to all Owners. The expense of participation in such proceedings by the Association as related to Common Areas shall be borne by the Common Fund. The Association is specifically authorized to obtain and pay for assistance from attorneys, appraisers, architects, engineers, expert witnesses, and other persons as the Association in its discretion deems necessary or advisable in order to aid, advise, or assist it in matters related to the proceedings. All damages or awards for a taking shall be applied as provided in this Article or by Texas Law. In the event that an action in eminent domain is brought to condemn a portion of the Common Area, the Association, in addition to the general powers set out herein, shall have the sole authority to determine whether to defend or resist any such proceeding, to make any settlement with a condemning authority, or to convey such property to the condemning authority in lieu of a condemnation proceeding or award. With respect to any such taking, all damages and awards shall be determined for such taking to be as a whole. Such damages or awards shall be paid to the Association. The Association, if it deems

advisable, may call a meeting of the Owners, at which meeting the Owners, by a **majority** vote of Qualified Voting Members, shall decide whether to replace or restore as far as possible, the Common Area so taken or damaged by the taking. In the event it is determined that such Common Area should be replaced or restored by obtaining other alternative land, or by building additional structures, this Declaration and the Plat of the Subdivision, shall be amended by instrument executed by the Board of Directors on behalf of the Association, Members, and Lot Owners in the Subdivision.

5. Annexations.

- (a) Additional residential Property and Common Area may be annexed to the Subdivision with the consent of a **majority** vote of the Qualified Voting Members, voting per the methods set out in the Bylaws, at a Regular or Special meeting held on proper notice at which a Quorum of the Qualified Voting Members is present in person or by representation;
- (b) Any such additions shall be developed in a manner similar to the development of the existing Property in accordance with a general plan of development under which the architectural standards prevailing within the Subdivision will be continued in such Property that is annexed and they shall be constructed per an aesthetic that is consisted and harmonious with the existing Dwelling Units in the Subdivision, as determined by the ACC and ultimately approved by the Board of Directors. Annexed Property shall be Platted into Lots which shall be subject to these Restrictions and Covenants, the Bylaws of the Association, the formation documents, and all other Dedicatory Instruments of the Association.
- (c) The additions authorized under this Paragraph shall be made by filing of record:
 - (1) Amended Supplemental Declaration(s) of Covenants, Conditions and Restrictions with respect to the annexed Property which shall
 - (i) extend the scheme of the Covenants and Restrictions of this Declaration to such Property; and
 - (ii) provide that the proportionate ownership interests in the Common Areas of the Lot Owners by virtue of Association Membership prior to annexation, shall be equal to the proportionate ownership of Lot Owners after such annexation.

6. Corporate Mergers and Acquisitions. The Association may merge with or acquire another non-profit corporation, or Association, or acquire the rights, Property, or assets of it, on such terms and conditions as are approved by a **majority vote** of the Qualified Voting Members, voting per the methods set out in the Bylaws, at a Regular or Special meeting held on proper notice at which a Quorum of the Qualified Voting Members has been established.

7. Severability. The invalidation of any one or more of these Easements, Covenants, Conditions, or Restrictions, and/or Dedicatory Instrument, or any part of any of them, by a judgment of a Court or any Court order or in any other fashion, shall not in any way affect any other provisions, which shall remain in full force and effect.

8. Term and Amendment.

- (a) The term of these restrictions shall be perpetual.
- (b) The Covenants, Conditions and Restrictions of this Declaration may be amended by vote of a **majority** of the Directors present at a duly called meeting of the Board of Directors at which Quorum is present, unless opposed and disapproved by the **majority** vote of the Qualified Voting Members at a Special or Annual Meeting of the Membership, called for that purpose, where Quorum of Qualified Voting Members is present in person or by proxy, and upon proper notice to all Members of the Association. If no disapproving vote of the Qualified Voting Members occurs within thirty (30) days of the date the Restrictions were amended in whole or in part, or replaced by the Board of Directors, it will be a final act of the Association, with the Restrictions therefore being made permanently and finally applicable to all Lots and Property in the Subdivision after filing.
- (c) Additionally, these Restrictions may be alternatively altered, amended, or repealed, and new Restrictions may be adopted by a **majority** of the Qualified Voting Members entitled to vote who are present in person or by representation at any Annual Members Meeting or any Special Members Meeting called for that purpose, where a Quorum is present, if at least thirty (30) days written notice is given of the intent to alter, amend, repeal, or adopt new Restrictions at the meeting. A Quorum for purposes of this article shall be **ten (10)** Qualified Voting Members.
- (d) A draft of proposed changes to the Restrictions will be posted on the Association website and Members / Owners will be allowed thirty (30) days to submit written comments on the proposed changes, prior to the Regular or Special Board meeting where approval of the changes to the Restrictions is on the agenda. The method to submit comments will be provided with the posting of the amending draft. The same notice shall be required for an Annual or Special meeting of the Members when changes to Restrictions will be considered via that method.
- (e) After amendment, in whole or in part, the Association's Board will execute their Acknowledgment of the Amendment, or change, and will file the Amendment, or change, or the Restated and Amended Covenants, Conditions, and Restrictions with their Acknowledgment, with the County Clerk of Trinity County.
- (f) Upon filing with the County Clerk, the Amendment or change will be in full force and effect for the Subdivision, the Property, the Association, all Members, all Owners of all Lots in the Subdivision, and all Dwelling Units.

C & B DEVELOPMENT, INC., a Texas Corporation ("Developer"), was the record developer of the Subdivision known and designated "THE LANDING ON LAKE LIVINGSTON," in Trinity County, Texas, as shown in the maps or Plats of said Subdivision, recorded on May 6, 1976, in Plat Cabinet A, at Pages 181 through 233, of the Plat Records of Trinity County, Texas.

On May 11, 1976, the Developer recorded "Dedication and Declaration of Covenants, Conditions and Restrictions, Blocks 1 to 45, inclusive, of The Landing on Lake Livingston," at Volume 236, Page 881 with Clerk's file #1122, of the Official Public Records of Trinity County, Texas.

On December 27, 1977, the Developer recorded "Dedication and Declaration of Covenants, Conditions and Restrictions, Sections 1, 2, 3 and 4, inclusive, of The Landing on Lake Livingston," at Volume 255, Page 175, of the Official Public Records of Trinity County, Texas.

Section 6.03 of both of the Original Deed Restrictions, filed at Volume 236, Page 881, and Volume 255, Page 175, provided for the amendment of the Covenants, Conditions and Restrictions, under the heading "DURATION AND AMENDMENT," which are identical, and provide:

- 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 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 government regulatory body which is required shall have been obtained.

On December 30, 1982, "Amended Dedication and Declaration of Covenants, Conditions and Restrictions for The Landing on Lake Livingston," was recorded at Volume 308, Page 799 of the Official Public Records of Trinity County, Texas.

On September 12, 1987, "Second Amended Dedication and Declaration of Covenants, Conditions and Restrictions, for The Landing on Lake Livingston," was recorded at Volume 407, Page 678, of the Official Public Records of Trinity County, Texas.

On March 3, 1990, "Third Amended Dedication and Declaration of Covenants, Conditions and Restrictions, for The Landing on Lake Livingston," was recorded at Volume 475, Page 543, of the Official Public Records of Trinity County, Texas.

"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 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.

On January 2, 1998, "Fourth Amended Dedication and Declaration of Covenants, Conditions and Restrictions of The Landing on Lake Livingston," was recorded at Volume 697, Page 664, of the Official Public Records of Trinity County, Texas.

On February 16, 2002, "Amendments to the Fourth Amended Dedication and Declaration of Covenants, Conditions and Restrictions of The Landing on Lake Livingston," was recorded at Volume 674, Page 762, of the Official Public Records of Trinity County, Texas.

On August 16, 2005, "Fifth Amended Dedication and Declaration of Covenants, Conditions and Restrictions of The Landing on Lake Livingston," was recorded at Volume 752, Page 512, of the Official Public Records of Trinity County, Texas.

On October 9, 2006, "Correction to Fifth Amended Dedication and Declaration of Covenants, Conditions and Restrictions of The Landing on Lake Livingston," was recorded at Volume 799, Page 606, of the Official Public Records of Trinity County, Texas.

"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

often (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.

The Board of Directors believed that the Restrictions should be refined and amended, as provided by 2008 Restated and Amended Dedication and Declaration of Covenants, Conditions and Restrictions for The Landing on Lake Livingston Subdivision, Trinity County, Texas. The Board of Directors of The Landing on Lake Livingston Community Association, Inc. approved by a majority of the Board of Directors as provided by Section 8.10 as set out in the "Correction to Fifth Amended Dedication and Declaration of Covenants, Conditions and Restrictions of The Landing on Lake Livingston," dated October 9, 2006, recorded at Volume 799, Page 606, of the Official Public Records of Trinity County, Texas;

Therefore The Board of Directors of The Landing on Lake Livingston adopted 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 expressly reserved to the Board of Directors, together with the basic Restrictions, Conditions, Covenants and limitations shown thereon;

and it was declared that all of the Property described above shall be held, sold and conveyed subject to the 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 set forth in the "Sixth Amended Dedication and Declaration of Covenants, Conditions and Restrictions for The Landing on Lake Livingston Subdivision, Trinity County, Texas" dated December 29, 2008, and filed under Clerk's File No. 139260, of the Official Public Records of Trinity County, Texas.

STATEMENT OF ADOPTION

The Board of Directors have received these proposed 2025 (Seventh Amended) Dedication and Declaration of Covenants, Conditions and Restrictions of The Landing on Lake Livingston Subdivision, Trinity County, Texas, which will replace in their entirety, the Sixth Amended Dedication and Declaration of Covenants, Conditions and Restrictions of The Landing on Lake Livingston Subdivision, Trinity County, Texas, and have received appropriate and required notice and the corresponding opportunity to review the proposed 2025 (Seventh Amended) Dedication and Declaration of Covenants, Conditions and Restrictions of The Landing on Lake Livingston Subdivision, Trinity County, Texas.

The proposed 2025 (Seventh Amended) Dedication and Declaration of Covenants, Conditions and Restrictions of The Landing on Lake Livingston Subdivision, Trinity County, Texas were approved at the meeting of the Board of Directors of the Association, which was held on proper notice and with the required Quorum being present – pursuant to Section 8.10.

The vote of the Board of Directors related to the approval of these 2025 (Seventh Amended) Dedication and Declaration of Covenants, Conditions and Restrictions of The Landing on Lake Livingston Subdivision, Trinity County, Texas was recorded by the Secretary.

NOW BE IT THEREFORE KNOWN that the approved 2025 (Seventh Amended) Dedication and Declaration of Covenants, Conditions and Restrictions of THE LANDING ON LAKE LIVINGSTON Subdivision, Trinity County, Texas are as attached.

IN WITNESS WHEREOF, we being all of the indicated Board Members of THE LANDING ON LAKE LIVINGSTON COMMUNITY ASSOCIATION INC., set our hands this 15th day of August, 2025.

8-15-25
Date

Alton Smith
Alton Smith, President

8-15-25
Date

David Smith
David Smith, Vice President

8-15-25
Date

Melinda Fitzgerald
Melinda Fitzgerald, Secretary

8/15/2025
Date

Janice Billeck
Janice Billeck, Treasurer

8-15-2025
Date

8/15/2025
Date

8/15/25
Date

8-15-25
Date


Bob Eubank, Board Member


Garry King, Board Member


Joe Kangel, Board Member

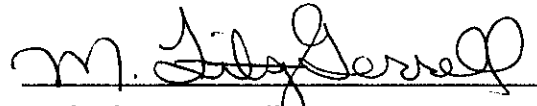

John Slanina, Board Member

CERTIFICATION

These 2025 (Seventh Amended) Declaration of Covenants, Conditions, and Restrictions of The Landing on Lake Livingston Subdivision were adopted at the Meeting of the Board of Directors where they received proper notice of the meeting and a proper Quorum of the Board of Directors was present, the vote of the Board Members of the Association occurring on July 19, 2025, and they were passed by a vote of 6 Directors in favor, and 0 against, as certified by the Secretary of the Association and Directors as of the date of passage, July 19, 2025, and the date this document is recorded in the Official Public Records of Trinity County, Texas, is indicated below.

I certify that the foregoing document is the 2025 (Seventh Amended) Declaration of Covenants, Conditions, and Restrictions of The Landing on Lake Livingston Subdivision which were passed on July 19, 2025, by the Board of Directors of The Landing on Lake Livingston Community Association Inc.

8-18-2025
Date


Melinda Fitzgerrell, Secretary

THE STATE OF TEXAS

§

COUNTY OF TRINITY

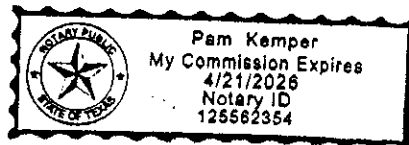
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On this day, personally appeared to me, Melinda Fitzgerald, Secretary of The Landing on Lake Livingston Community Association, Inc., known to me through the following method of identification: DL# 10168901, to be the person whose name is subscribed to the foregoing instrument, and acknowledged to me that the same was their act, and that this document was executed for the purposes and consideration therein expressed.

GIVEN UNDER MY HAND AND SEAL OF OFFICE, this 18th day of August, 2025.

Pam Kemper

Notary Public, State of Texas



PREPARED BY THE HAGAN LAW FIRM
KERRY C. HAGAN, PC
ATTORNEY AT LAW
90 Live Oak Street
Coldspring, TX 77331
936-653-4444
kerryhagan@gmail.com

AFTER RECORDING PLEASE RETURN TO:
The Hagan Law Firm
90 Live Oak St.
Coldspring, TX 77331

at 4:30 o'clock P M

AUG 18 2025

Shasta Bergman
COUNTY CLERK, TRINITY CO., TEXAS
By: _____ Deputy

THE STATE OF TEXAS
COUNTY OF TRINITY

I hereby certify that the instrument was FILED on the date and at the time stamped hereon by me and was duly RECORDED in the Official Public Records of Trinity County, Texas in the Volume and Page as noted hereon by me.

Shasta Bergman
County Clerk, Trinity County
By: _____ Deputy

