

ADDITIONAL DEDICATORY INSTRUMENT

for

LAKE LIVINGSTON VILLAGE IMPROVEMENT ASSOCIATION, INC.

STATE OF TEXAS §
 §
COUNTY OF POLK §

BEFORE ME, the undersigned authority, on this day personally appeared **Scott Crowell**, who, being first duly sworn, stated on oath the following:

“My name is Scott Crowell. I am the President of Lake Livingston Village Improvement Association, Inc., and am competent and authorized to submit this affidavit on behalf of the Association. The statements made herein are based upon my personal knowledge and are true and correct.

“Pursuant to Section 202.006 of the Texas Property Code, the following documents are true and correct copies of original official documents on file with the Association:

(1) First Amended Address & Construction Policy.”

DATED this 19 day of July, 2025

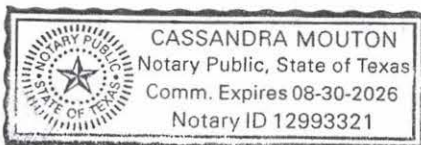
LAKE LIVINGSTON VILLAGE
IMPROVEMENT ASSOCIATION, INC.

By: _____

Scott Crowell, President

THE STATE OF TEXAS §
 §
COUNTY OF POLK §

This instrument was sworn, subscribed, acknowledged, and signed before me on this 19 day of July 2025, by Scott Crowell as duly authorized agent for Lake Livingston Village Improvement Association, Inc.



Cassandra Mouton
Notary Public for the State of Texas

My Commission Expires: 08-30-2026

LAKE LIVINGSTON VILLAGE
RESOLUTION

THE STATE OF TEXAS §
 §
COUNTY OF POLK §

WHEREAS, Lake Livingston Village Improvement Association, Inc. (the "Association") is the governing body for the Lake Livingston Village subdivision of Polk County, Texas;

WHEREAS, the Association is subject to the Declaration of Covenants, Conditions and Restrictions of Lake Livingston Village, Section One, filed of record in **Volume 506, Page 453**, of the Official Public Records of Polk County, Texas; the Declaration of Covenants, Conditions and Restrictions of Lake Livingston Village, Section Two, filed of record in **Volume 560, Page 699**, of the Official Public Records of Polk County, Texas; the Declaration of Covenants, Conditions and Restrictions of Lake Livingston Village, Section Three, filed of record in **Volume 566, Page 636**, of the Official Public Records of Polk County, Texas; the Declaration of Covenants, Conditions and Restrictions of Lake Livingston Village, Section Four, filed of record in **Volume 571, Page 99**, of the Official Public Records of Polk County, Texas; the Declaration of Covenants, Conditions and Restrictions of Lake Livingston Village, Section Five, filed of record in **Volume 591, Page 404**, of the Official Public Records of Polk County, Texas; the Declaration of Covenants, Conditions and Restrictions of Lake Livingston Village, Section Six, filed of record in **Volume 560, Page 711**, of the Official Public Records of Polk County, Texas; the Declaration of Covenants, Conditions and Restrictions of Lake Livingston Village, Section Seven, Eight, Nine, Ten, and Eleven, filed of record in **Volume 599, Page 192**, of the Official Public Records of Polk County, Texas; the Declaration of Covenants, Conditions and Restrictions of Lake Livingston Village, Section Twelve, filed of record in **Volume 599, Page 181**, of the Official Public Records of Polk County, Texas; the Declaration of Covenants, Conditions and Restrictions of Lake Livingston Village, Section Thirteen, filed of record in **Volume 621, Page 428**, of the Official Public Records of Polk County, Texas; the Declaration of Covenants, Conditions and Restrictions of Lake Livingston Village, Section Fourteen, filed of record in **Volume 704, Page 568**, of the Official Public Records of Polk County, Texas (collectively, the "Declarations"); and

WHEREAS, the Declarations empower the Association, acting through its Board of Directors, to enact restrictions and conditions for the Lake Livingston Village subdivision of Polk County, Texas, including in furtherance of the Association's architectural control authority; and

WHEREAS, pursuant to such authority, the Address & Construction Policy was enacted and filed of record at **File No. 2023-2514-902** of the Official Public Records of Polk County, Texas; and

WHEREAS, the Board of Directors now desires to amend the Address & Construction Policy to address and clarify common question and issues that have arisen with respect to the

improvement of lots in the subdivision; and

WHEREAS, a quorum of the Board of Directors met and voted to enact the foregoing First Amended Address & Construction Policy for Lake Livingston Village;

NOW, THEREFORE, pursuant to the authority granted to the Board of Directors, the following Policy is hereby enacted:

LAKE LIVINGSTON VILLAGE IMPROVEMENT ASSOCIATION, INC.
AMENDED ADDRESS & CONSTRUCTION POLICY

1. All Lots in Lake Livingston Village must have an assigned street address that is posted on the property within 60 days of transfer of ownership of the Lot. The street number shall be placed on a sign at or near the mid-point of the Lot (or mid-point of adjacent Lots assigned the same address) *or* in front of or on the residence on the Lot(s). For those properties where a mailbox may be placed on the Lot (as opposed to across the street from the Lot), the street number may be placed on a mailbox positioned at or near the mid-point of the Lot (or mid-point of adjacent Lots assigned the same street address) *or* in front of the residence on the Lot(s). Street numbers shall be reflective and at least 4" in height. For any property without a currently posted street number; for all properties within 60 days of transfer, regardless by sale, gift, or demise; and for all properties subject to an Architectural Control Committee application, street numbers shall be reflective and at least 6" in height if on a mailbox and at least 8" in height if on a sign or a structure.

2. No construction or other improvements on the Lot may commence unless and until the Owner submits an application to the Architectural Control Committee that is approved in writing. This includes but is not limited to the clearing of lots; installation of any structure, including mobile homes and sheds; and/or construction of a fence. The project subject to such application must commence within 120 days of approval. After that time, the approval shall be withdrawn, and a new application must be submitted and approved.

3. Proof of approval of an Architectural Control Committee application, provided by the Committee, shall be posted on the property subject to such approval during the entirety of the construction/improvement process.

4. At a minimum, in order to be approved, a mobile home, motor home, mobile camper, portable camper, shed, or other structure permitted under the governing documents of the Association, such structures must be in good condition and appearance as determined in the sole discretion of the Architectural Control Committee. Any necessary exterior renovations to a structure to be brought into the community must be completed prior to entering the community.

5. All mobile homes, barndominiums, and tiny homes must be placed on a designated and approved pad and surrounded by approved skirting. All such structures must be connected to electric, water, and sewer service.

6. All lots must have installed and maintained an approved driveway over a culvert of at least fifteen inches (15") in diameter that extends at least one foot (1') on either side of the driveway. The culvert must be placed and graded so as to promote and not impeded drainage. Owners shall reinstall any culvert found to impede the movement of water as determined in the sole discretion of the Association.

7. A Road Damage Deposit, Fifteen Hundred Dollars (\$1500.00) is required for the transportation of any structure to the community and for any project requiring the use of heavy equipment or as otherwise deemed necessary in the sole discretion of the Architectural Control Committee. The deposit is intended to pay for any damage to roads, other common areas, or private property caused by the project and shall be refundable upon completion of the project. Any damage in excess of the deposit shall be charged to the owner and payable within thirty (30) days thereafter.

8. Construction, including new construction or repair or replacement, and the delivery of any mobile structures or other materials, shall occur only during the hours of 8:00 a.m. and 5:00 p.m., Monday through Saturday. All mobile structures must be transported into the community by a professional mover for whom proof of insurance is on file with the Association.

9. Any construction of a permanent structure must be dried-in within six (6) months of commencement of construction and completed within twelve (12) months of commencement of construction.

10. Construction sites must be cleaned each day such that all trash and debris is placed into a secure receptacle. No construction debris, including wood, pipes, nails, screws, and/or other construction materials, shall be left in or on any common area including any road or roadway drainage ditch. Should an Owner fail to comply with this provision, the Association shall be entitled to clean the site, without notice to the Owner, and shall pass all such costs of site cleaning on to the Owner at a rate of \$50.00 per hour.

11. No dumpsters shall be placed or stored in the Subdivision except during approved construction of a permanent structure or major renovation of an existing structure. Such dumpsters may not be placed, in whole or in part, on any Common Area, road, easement, or within a building setback line. All such dumpsters must be obtained from the Association's exclusive waste services provider, Piney Woods Sanitation, or its successor.

12. All construction vehicles shall comply with the Lake Livingston Village Amended Vehicle and Parking Policy.

13. Upon written request of an Owner, the Board of Directors may provide for a reasonable exception from these Rules and Regulations, which exception shall be in the sole discretion of the Board of Directors. Written requests for an exception shall be submitted to the Board of Directors via email to the Association manager.

Nothing herein is intended to amend, alter, or repeal the Declarations or any other governing document of the Association except as specifically provided herein.

IN WITNESS WHEREOF, I certify under penalty of perjury that the foregoing Amended Address & Construction Policy was properly adopted on the 19 day of July, 2025, in accordance with the governing documents of Lake Livingston Village Improvement Association, Inc., and Texas law, by a vote of a majority of the members of the Board of Directors, to be effective as of the date it is recorded in the Real Property Records of Polk County, Texas.


 Scott Crowell, President
 Lake Livingston Village
 Improvement Association, Inc.

RETURN TO:
LANG & ASSOCIATES, PLLC
1903 Vermont Street
Houston, Texas 77019

FILED FOR RECORD
2025-09-12 02:11

Schelana Hock
 SCHELANA HOCK
 POLK COUNTY CLERK



STATE OF TEXAS • COUNTY OF POLK
 I, SCHELANA HOCK hereby certify that the instrument was FILED
 in the file number sequence on the date and at the same time stamped
 heron by me and was duly RECORDED in the Official Public Records
 in Volume and Page of the named RECORDS OF Polk County, Texas
 as stamped heron by me.

Schelana Hock
 COUNTY CLERK
 POLK COUNTY, TEXAS

Sep 12, 2025

am