

172853

**CORRECTED CONSOLIDATED, RESTATED AND AMENDED
RESTRICTIONS AND RESERVATIONS FOR
TRINITY COVE SUBDIVISION, TRINITY COUNTY, TEXAS**

STATE OF TEXAS }

KNOWN TO ALL MEN BY THESE PRESENTS

COUNTY OF TRINITY }

WHEREAS, Dee Management Incorporated, a Texas Corporation, ("Developer"), being the owner of all that certain tract of land being 302.2 acres, more or less, out of the Ransom Tullos Survey, Abstract 602, and out of the William T. Austin Survey, Abstract 66, Trinity County, Texas, more particularly described in that certain Deed dated March 27, 1972, but with effect from March 1, 1972 from G. J. Duesterberg, doing business as Dee Management Company, as Grantor, to Dee Management Incorporated, as Grantee, of record under Clerk's File No. 1804 of the records of Trinity County, Texas, reference to which hereby made for all purposes, did, on or about March 12, 1973, impress all of the property included in the subdivision known as Trinity Cove Subdivision, Section 1, Trinity County, Texas, per the plat filed of record at Vol. 211, page 723, plat records of Trinity County, Texas, did impress upon such property certain deed restrictions, ("Original Restrictions, Section 1"), as shown of record in the County Clerk's Office of Trinity County, Texas at Vol. 211, pages 574, et seq., Official Records of Trinity County, Texas; and

WHEREAS, said Original Restrictions, Section 1, provided no method to amend the Deed Restrictions by the property owners, only the right to terminate the restrictions; and

WHEREAS, said Developer did thereafter file additional plats and restrictions for Sections 2 and 3 of Trinity Cove Subdivision, Trinity County, Texas, ("Original Restrictions, Sections 2 & 3"), on or about March 21, 1973, at Vol. 215, pages 574, et seq., Official Records of Trinity County, Texas, impressing restrictions as set forth therein; and

WHEREAS, said Original Restrictions, Sections 2 & 3, provided no method to amend the Deed Restrictions by the property owners, only the right to terminate the restrictions; and

WHEREAS, said Developer did thereafter file additional plats and restrictions for Sections 2 & 3 of Trinity Cove Subdivision, Trinity County, Texas, ("Original Restrictions, Section 2 & 3"), on or about March 21, 1973, at Vol. 215, pages 574, et seq., Official Records of Trinity County, Texas, impressing restrictions as set forth therein; and

WHEREAS, said Original Restrictions, Sections 2 & 3, provided no method to amend the Deed Restrictions by the property owners, only the right to terminate the restrictions; and

WHEREAS, said Developer did thereafter file additional plats and restrictions for Oak Hills Section One, Annex "A", of Trinity Cove Subdivision, Trinity County, Texas, ("Original Restrictions, Oak Hills Section One, Annex "A"), on or about July 17, 1973, at Vol. 217, pages

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686, et seq., Official Records of Trinity County, Texas, impressing restrictions as set forth therein; and

WHEREAS, said Original Restrictions, Oak Hills Section One, Annex "A", provided no method to amend the Deed Restrictions by the property owners, only the right to terminate the restrictions; and

WHEREAS, said Developer did thereafter file additional plats and restrictions for Section 10 of Trinity Cove Subdivision, Trinity County, Texas, ("Original Restrictions, Section 10"), on or about June 4, 1981, at Vol. 294, page 215 et seq., Official Records of Trinity County, Texas, impressing restrictions as set forth therein; and

WHEREAS, said Original Restrictions, Section 10, provided no method to amend the Deed Restrictions by the property owners, only the right to terminate the restrictions; and

WHEREAS, LewCorp, a Texas Corporation, ("Developer 2"), being the owner of all of the following described premises situated within the County of Trinity, State of Texas, to-wit: 72.604 acres of land, more or less, of the William T. Austin Survey, Abstract 66, Trinity County, Texas, more particularly described in that certain Deed dated April 9, 1979 from Murray P. Mangum and Mary Elizabeth Mangum to GTD Corporation, (subsequently renamed LewCorp) of record under Clerk File No. 1568 of the records of Trinity County, Texas, reference to which is hereby made for all purposes in Deed #294; and

WHEREAS, said Developer 2 did thereafter file additional plats and restrictions for Section 4 through 9 of Trinity Cove Subdivision, Trinity County, Texas, ("Original Restrictions, Sections 4-9"), on or about February 22, 1972, at Vol. 230, page 208, et seq., Official Records of Trinity County, Texas, impressing restrictions as set forth therein; and

WHEREAS, said Original Restrictions, Sections 4 through 9, provided no method to amend the Deed Restrictions by the property owners, only the right to terminate the restrictions; and

WHEREAS, the above identified developers established a general plan for the improvement and development of such premises and did hereby establish the covenants, conditions, reservations and restrictions upon which and subject to, which all lots and portions of such lots shall be improved or sold and conveyed by them as owner thereof. They further provided that each and everyone of the covenants, conditions, reservations and restrictions were, and all are, for the benefit of each owner of land in such Subdivision or any interest therein and shall insure to and pass with each and every parcel of such Subdivision and shall bind the respective successors in interest of the present owner thereof. The Developers imposed these covenants, conditions, reservations and restrictions upon such lots, all of which are to be construed as restrictive covenants running with the title to such lots and with each and every Parcel thereof; and

WHEREAS, none of the restrictions for the respective sections provided for a right and/or procedure to amend the Deed Restrictions; and

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WHEREAS, Chapter 211 of the Texas Property Code became effective on September 1, 2005, and provided for the amendment of Deed Restrictions by property owners in subdivisions where the Deed Restrictions did not provide for a method and/or procedure to amend the Deed Restrictions; and

WHEREAS, pursuant to Section 211.004 of the Texas Property Code, the following Consolidated, Restated, and Amended Restrictions for Trinity Cove Subdivision, Trinity County, Texas, were approved by a two-thirds (2/3) vote of the Board of Directors of Trinity Cove Improvement Association, Inc., on September 27, 2008, at a special meeting, pursuant to Chapter 211 of the Texas Property Code, subject to an election of the property owners as provided for by Chapter 211.004, Texas Property Code.

WHEREAS, pursuant to Section 211.004 of the Texas Property Code, the following Consolidated, Restated, and Amended Restrictions for Trinity Cove Subdivision, Trinity County, Texas, were approved by a two-thirds (2/3) vote of the Board of Directors of Trinity Cove Improvement Association, Inc., on August 18, 2014, at a special meeting, pursuant to Chapter 211 of the Texas Property Code, subject to an election of the property owners as provided for by Chapter 211.004, Texas Property Code.

NOW THEREFORE, pursuant to Section 211.004 of the Texas Property Code, the following Consolidated, Restated, and Amended Restrictions for Trinity Cove Subdivision, Trinity County, Texas, were approved by a two-thirds (2/3) vote of the Board of Directors of Trinity Cove Improvement Association, Inc., on May 21, 2016, at a special meeting, pursuant to Chapter 211 of the Texas Property Code, subject to an election of the property owners as provided for by Chapter 211.004, Texas Property Code.

1-RESIDENTIAL USE

1.1 Such lots and each and every one thereof are for single-family residential purposes only. No building or structure intended for or adapted to business purposes and no apartment house, double house, lodging house, rooming house or other multiple-family dwelling shall be erected, placed, permitted or maintained on such premises or on any part thereof. The term "residential purposes" as used herein shall be held and construed to exclude hospitals, clinics, nursing homes, duplex houses, apartment houses, boarding houses, hotels and all other commercial uses as all such uses of said property are hereby expressly prohibited. Rental or lease of the lot and the residence thereon for any period of time less than 30 days shall be prohibited. Any rental or lease shall provide, in writing, that the renter or lessee has received a copy of the Deed Restrictions and agrees to be bound by the same and comply with all Deed Restrictions. Rental or lease of the lot and residence shall not relieve the property owner from compliance with these Deed Restrictions.

2-TANKS, ETC.

2.1 No elevated tanks of any kind shall be erected, placed or permitted on any part of such premises provided that nothing herein shall prevent the Association hereinafter named, from erecting, placing or permitting the placement of tanks and other water systems apparatus on such premises for the use of the water company, serving such premises. Any tanks for use in connection with any residence constructed on such premises, including tanks for the storage of fuels, must be buried or placed so as to be concealed from view from neighboring lots, roads or streets. All clothes lines, garbage cans, equipment, coolers, work piles or storage piles shall be walled in or so placed as to be concealed from the view of neighboring lots, roads or streets. Plans for all enclosures of this nature must be approved by the Architectural Control Committee prior to construction.

3-SET BACK LINES

3.1 No building, structure, or appurtenance of any nature shall be located closer than fifteen (15) feet from the front line of the lot nor closer than five feet (5) to an interior corner side lot line.

4-HORSES AND PETS

4.1 No horses shall be kept or stabled on any such lots. This shall not be construed to prevent lot owners from keeping horses in the community stable which may be proposed or built for such purposes by the subdivision.

4.2 No more than two pets of the customary household variety (including birds) may be kept on any lot in such premises, except upon the express written permission of the Association provided, however, that the provisions hereof shall not be deemed to permit the keeping of domestic fowl or keeping, breeding or maintaining for commercial purposes of any animals, livestock or poultry.

4.3 All pets are to be kept in restraint. "Restraint" shall mean that all animals shall be secured by a leash, at "heel" beside a competent person and obedient to that person's commands, within a vehicle being driven or parked on the streets, or within the property limits of its owner or keeper. Any owner who fails to comply with the Trinity County Animal Control Ordinance commits an offense which is a Class C Misdemeanor.

5-UTILITY LINES AND RADIO AND TELEVISION ANTENNAS

5.1 All lots comprising the Trinity Cove Subdivision are subject to those easements and right-of-ways established or to be established by grant or agreement between Dee Management Incorporated and LewCorp, as Developers, and those utility companies furnishing, among other services, the electric, gas, telephone, sewage, TV cable and water. In addition, waterfront lots are subject to a "wave action easement" as established by the Trinity River Authority.

5.2 All electrical service and telephone lines shall be so situated as to comply with any such restrictions as may be such for utility companies or by the Association.

6-NUISANCES

6.1 No lot shall be used in whole or part for the storage of rubbish of any character whatsoever nor for the storage of any property or thing that will cause such a lot to appear in an unclean or untidy condition or that will omit foul or obnoxious odors or that will cause any noise that will or might disturb the peace, quiet, comfort or serenity of the occupants of surrounding property.

6.1A All roads and streets are for the principal purpose of providing ingress to and egress from lots; no cars or other vehicles shall be permitted to be parked or to stand nor shall other obstructions of any kind be permitted in/on such streets.

6.2 No lot shall be permitted to be overgrown with weeds and grass and shall be cut and maintained in an attractive manner.

6.3 Should the Association determine that such lot is not being maintained in accordance with this Section 6, the Association may, without liability to the lot owner or occupant, in trespass or otherwise, enter upon said lot for the purpose of cutting or causing to be cut, any weeds and grass and remove or cause to be removed any garbage, trash, rubbish or similar unsightly objects so as to place said lot in a neat, attractive, healthful and sanitary condition, such cost to be borne by the owner or occupant of such lot. Such owner or occupant agrees to pay to the Association the costs incurred in such cutting or rubbish removal.

6.4 No lot shall be used or maintained as a dumping ground for trash and any trees that have died and/or fallen down should be removed as soon as possible. NO burning of household garbage is permitted on any said lot.

6.5 The Association has the right to enter upon premises to remove abandoned trailers, storage buildings that are falling down. In such event, the Association shall not be liable in trespass or otherwise, and shall be at the expense of the owner.

6.6 Each owner shall at all times repair and maintain their residence in a good and sanitary condition. In the event of default on the part of the owner or occupant of any lot in regard to the foregoing repair and maintenance obligation, such default continuing after thirty (30) days written notice, and to secure with the compliance of these Deed Restrictions, the Association will do anything necessary so as to place said lot in good and aesthetic condition to include placing a lien against the property for payment of the expenses incurred by the Association, including any attorney's fees for enforcement of such lien. If the amount incurred by the Association is not paid within thirty (30) days of billing, which lien may be foreclosed under the same procedure as authorized for the collection of maintenance fees.

6.7 No discharge of firearms (rifles or pistols) .22 caliber or larger except for the protection of self or property shall be allowed. No hunting or target shooting on lots or reserve areas except for the protection of self or property. Shotguns may be used for removal of snakes or rabid or sick animals.

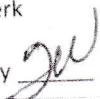
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6.8 No ATV's allowed after dark or to exceed speed of 20 miles per hour. The Association will not be held responsible for any property damage or accidents caused by the use of an ATV.

6.9 Go carts are restricted from all streets.

6.10 No vehicles to exceed 20 miles per hour on all streets.

6.11 The Association shall have the authority to adopt other rules and regulations concerning use of the roads and common areas, which rules and regulations shall be filed with the County Clerk of Trinity County, Texas and shall also be published on the Association's website.

7-SIGNS

7.1 No billboards or advertising signs of any character shall be erected, placed, permitted or maintained on any lot or improvement thereon except as herein expressly permitted. A name and address sign, the design of which shall be furnished to the lot owner on request by the Association shall be permitted. No other sign of any kind or design shall be allowed. The provisions of this paragraph may be waived by the Association only when in this discretion the same is necessary to promote the sale of property in the development of the subdivision area. Nothing herein shall be construed to prevent the Association from erecting, placing or maintaining sign structures and offices as may be deemed necessary by him/her for the operation of the subdivision.

7.2 The Association shall have the right to remove any sign, advertisement, billboards or structure which is placed on any lot without the prior approval of the Association and in so doing shall not be liable and is expressly relieved from any liability for trespass or other tort in connection therewith arising from such removal.

7.3 With the prior approval of the Association, a "For Sale" sign may be placed on any lot by a real estate company or companies.

8-OIL AND GAS EXPLORATION

8.1 Dee Management Incorporated and LewCorp has previously retained and reserved all oil, gas and other minerals, whether similar or dissimilar, in any contract of sale or deed covering the premises or any portion thereof. In any event, however, no derrick or other structure designed for use in drilling for oil or natural gas shall be erected, placed or permitted upon any part of such premises nor shall any oil, natural gas, petroleum or hydrocarbon product or minerals, of any kind, be produced or extracted from surface locations comprising a part of the premises.

9-CONSTRUCTION REQUIREMENTS

9.1 Each private dwelling house erected upon any lot shall be constructed of materials meeting the standards in common used by architects and builders of quality homes, all as approved by the Association.

9.2 The Association shall have the authority to appoint an Architectural Control Committee and may adopt other rules and regulations concerning use of the roads and common areas, which rules and regulations shall be filed with the County Clerk of Trinity County, Texas and shall also be published on the Association's website.

10-GARAGE

10.1 No garage or other out building shall be placed, erected or maintained upon any part of such premises except for use in connection with a residence already constructed or under construction at the time that such garage or other out building is placed upon the property. Nothing herein shall be construed to prevent the incorporation and construction of a garage as part of such dwelling. This requirement may be waived by the Association.

11-OCCUPANCY

11.1 No private dwelling house erected upon any lot shall be occupied in any manner while in the course of construction nor at any time prior to its being fully completed as herein required. Nor shall any residence when completed be in any manner occupied until made to comply with approval plans, the requirements herein and all other covenants, conditions, reservations and restrictions herein set forth. All construction shall be completed within six (6) months from the start thereof provided that the Association may extend such when in its opinion conditions warrant such extension in any event within the six (6) months period and residence once commenced must be "dried in" i.e., have the appearance of a completed home with all necessary windows, doors, roof, paint and trim completed. If not "dried in" within such period, the Association shall have the right and authority to enter upon the premises and disassemble such structure and stack same on premises. In such event, the Association shall not be liable in trespass or otherwise. No temporary house, temporary dwelling, temporary garage, temporary out building, tents, travel trailers, recreational vehicles, motor homes, travel home (except as herein specifically set forth) or other temporary structure, shall be placed or erected upon any vacant lot unless a permanent home is completed or an approved trailer home is installed by the Association.

12-APPROVAL OF PLANS

12.1 All plans for the construction of private roads and driveways and all building plans for any building, fence, wall or structure to be erected upon any lot and the proposed location thereof upon any lot changes after approval thereof, any remodeling, reconstruction, alternation or addition to any building, road, driveway or other structure upon any lot in such premises shall require approval in writing of the Association. Before beginning the construction of any road, driveway, fence, wall, or other structure upon any lot, the person or persons designated to erect,


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construct or modify the same shall submit to the Association two (2) complete sets of road or driveway plans showing the locations, course and width of the same or two (2) complete sets of building plans and specifications for the building, fence, wall or other structure as is applicable, so desired to be erected. No structure of any kind, the plans, elevations and specifications of which have not received the written approval of the Association and which does not comply fully with such approval plans and specifications shall not be erected, constructed, placed or maintained upon any lot. Approval of such specifications a copy of which shall be delivered to the owner or owners of the lot upon which the prospective building, road, driveway or other structure is contemplated prior to the beginning of such construction. No changes or deviations in or from such plans and specifications, as approved, shall be made without the prior written consent of the Association. The Association shall not be responsible for any structural defects of such plans and specification or in any building or structure erected according to such plans and specifications.

12.2 Any plans submitted by lot owners seeking approval of the Association shall include plans for an inside toilet with a septic system meeting the requirements of the State Health Department or Trinity River Authority and shall be subject to the inspection and approval of the Health Officer of Trinity County, Texas. The drainage of septic tanks into a road, street, alley, or other public ditch to Lake Livingston, either directly or indirectly, is strictly prohibited. No privies or outside toilet facilities shall be constructed or maintained on any lot. In all residences the sewage disposal system shall be of a type approved or recommended by the State and Local Departments of Health and shall be maintained by the lot owner at all times in a proper sanitary condition and in accordance with applicable State and County sanitary laws. All plumbing and drainage must be connected with water tight septic tanks approved construction. In no event will any septic tanks or lines be placed within 75' of the water's edge. No sewerage disposal system may be constructed or maintained on any lot unless a permit thereof is first obtained from the Texas Water Quality Board whose agent for such purposes is the Trinity River Authority of Texas.

12.3 In no event shall the floor area of any residence constructed on lots in such Subdivision contain one less than 900 square feet exclusive of open porches and garages; it being understood and agreed, however, that the approval plans as set out in 12.1 hereof shall be in full force and effect and can cause the disapproval of such plans even though such plans provide for a residence having 900 square feet or more.

12.4 Mobile homes new or less than five (5) years old at the time of installation may be placed on lots within those areas or Sections of Trinity Cove so permitted or designated as mobile home sites by the Association, the size and construction of such mobile homes to receive prior approval of the Association prior to installation. In any event, any approval by the Association of a lot as a mobile home site or approval by the Association of the type and construction of such mobile home shall be subject to the lot owner, within sixty (60) days of placing such mobile home on approved lot, cause to place underpinning or skirting around such mobile home, and no "consent by silence" under Section 12.5 of these restrictions may be inferred or implied. Sections 1,2,3,4,6,7,8,9 and 10 all blocks and all lots, Section 5, Block 1, Lots 8 thru 21, and Section 5, Block 3, Lots 1 thru 27, require these specifications and modifications to meet the restrictions for installation of a mobile home, or home construction, a minimum of 900 square

feet excluding porches and garages. The mobile home specifications must be a minimum 14 feet in width and 65 feet in length and be five (5) years old or newer with a minimum of 100 square feet of covered porch or deck. Underpinning shall be of approved material. Any equipment such as camper, boat and trailer, etc. shall be within the building set back lines of 15 feet off front and 5 feet off sides and back lines. Driveway and/or parking area materials to be approved along with the plans, specifications, plot plans, and drain culvert size.

12.4A Section 5, Block 1, Lots 1 thru 7, Section 5, Block 2, Lots 1 thru 15, and Section 5 Annex, all Blocks and all Lots are restricted to home construction with a minimum of 1100 sq. ft. living area excluding porches and garages. Regulations included in these restrictions pertaining to plans, material, approvals, etc. are applicable to these specifications.

12.5 Should the Association fail to approve or disapprove within (30) days, after submission to it of plans and specifications for residence or mobile home, the plans and specifications as submitted shall be considered as approved.

13-DIVISION OF LOTS

13.1 No lot or combination of lots shall be re-subdivided except as approved by the Association.

14-HOMEOWNER'S ASSOCIATION

14.1 For the purpose of maintaining roads, traffic control, general planning within roadway areas and all common community services of every kind and nature required or desired within the Subdivision for general use and benefit of all lot owners, each and every lot owner in accepting a deed or contract for any lot in such premises agrees to and shall be a member of and be subject to the obligations and duly enacted By-Laws and rules for the Trinity Cove Improvement Association, Inc.

15-MAINTENANCE FUND AND ASSESSMENTS

15.1 The following provision, whether incorporated in each deed or not, shall be applicable to all lots in Trinity Cove:

All lots in Trinity Cove are subjected to an annual maintenance charge of \$79.20 for each lot per year for the purpose of creating a fund to be known as Trinity Cove Maintenance Fund, such assessment to be paid by the owner of this lot in conjunction with a like charge to be paid by the owners of other lots in Trinity Cove, the same to be secured by the Vendor's Lien upon said lot. Such annual charge may be adjusted from year to year by said Association as the needs of the property may in the judgment of the Association require but in no event shall such charge be less than \$79.20 per year. The assessment is payable January 1st following the date of purchase or contract of sale. Said payments shall be made to the Association until such time as rights and obligations arising under these restrictions are assigned by the Association to the Trinity Cove Improvement Association as is more particularly set out in said restrictions. The maintenance charge shall be delinquent if not paid by February 1st of the year in which sum is due. The Association may, but is not required to, foreclose any unpaid assessments for lot(s) secured by the Vendor's Lien.

The Board of Directors will provide an annual budget of the Association and based on the need as indicated in the budget, the Board of Directors will, by majority vote, increase the annual dues (Maintenance Fees). This increase will not exceed 10% of the current annual dues. The general membership may approve a higher increase upon receipt by the Association of approval of a majority of the property owners then owning lots in said Subdivision by (2/3) two-thirds of voting property owners represented in person or proxy, ballots to be held on a Saturday other than a members meeting in the Recreation Building from 10 AM to 12 PM. Ballots to be counted by the Secretary and four property owners approved by the Board. A person is prohibited from voting if the person has interest in a lot only by virtue of being a lien holder. In the event the proposed maintenance fee fails to obtain the necessary votes at the meeting then the maintenance fee for the next fiscal year shall remain at the same amount as then currently set. Said assessments shall be in the form of a covenant to run with the ownership of said lots. It is expressly provided that the Vendor's Liens retained and assigned to the Trinity Cove Improvement Association shall remain in full force and effect. If lot owners sell any portion of their land, they are to notify the Trinity Cove Improvement Association within ten (10) days of the sale of the name and address of the buyer so that the aforesaid assessments may be collected from the new owner. State Law 2110.04e prohibits a property owner from casting more than one vote regardless of the number of lots a person owns. Authorizes the owners, if more than one person owns interest in a lot, to cast only one vote per lot.

The Board of Directors may determine, from time to time, the amount of special assessments that may be needed for non budgeted repairs and/or emergencies. Special assessments are due and payable at the time of assessment. However, by majority vote of the Board of Directors, a special assessment can be made in no more than four (4) equal installments within a twelve (12) month period at the time of the assessment.

The Trinity Cove Maintenance Fund shall, to the extent available, be applied in the payment of maintenance expenses or construction costs incurred for any or all of the following purposes:

- (A) Lighting, improving and maintaining the streets, sidewalks, paths, parkways, esplanades or swimming pools
- (B) Improvement of any area between curbs and sidewalks
- (C) Collecting and disposing of garbage, ashes, rubbish, and similar material as well as the maintenance of vacant lots
- (D) The construction of club house facilities, ramps, boat landings, boat basin and other similar recreation facilities on areas so reserved by developer; and
- (E) Doing any other thing necessary or desirable in the opinion of the Association to keep the property neat and in good order or which is considered of general benefit to the owners or occupants of the Trinity Cove Subdivision.

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The judgment of the Association in the expenditure of funds arising under the Trinity Cove Maintenance Fund shall be final. The Maintenance charges attributable to lot owners comprising the Trinity Cove Maintenance Fund shall extend for the period ending twenty five (25) years from the date of the placing of record in Trinity County of the restrictions for Trinity Cove of which this maintenance fund is a part and shall be extended automatically for successive period of ten (10) years unless the then owners of a majority of the lots, two thirds (2/3) vote of the voting owners in said Subdivision paying such a charge vote to discontinue it, in which event a written instrument signed and acknowledged by the owners of the majority two thirds (2/3) of the vote of the lots shall be recorded in the Deed of Records of Trinity County, Texas.

Any purchaser of a lot or lots hereunder, either by contract of sale or deed, agrees and consents and joins in this maintenance assessment, it being understood and agreed that any installation of lighting, parkways, esplanades, or a swimming pool or similar improvements or the furnishing or maintenance as is described herein shall be provided out of the funds advanced to the Trinity Cove Maintenance Fund. There being no obligations on the part of the Association of the Subdivision to provide these facilities.

15.2 As to any Reserved Areas established by the owner or developer of the Subdivision and these restrictions, including the lien arising under the Trinity Cove Maintenance Fund shall be inferior to and subordinate to any lien which the owners or developer of the Subdivision may place upon such lots.

16-RESTRICTED TO LOT OWNERS

16.1 The occupancy or use of the streets, lots and Reserved Areas as may be dedicated by the owner or developer of the subdivision shall be solely for the use of the owners of lots in said Subdivision or house guests of such owners.

16.2 The Association may use all necessary and reasonable means in denying to the public at large the use of these facilities, all such action by the Association to be for the benefit of the owners of said lots within the subdivision.

17-COVENANTS RUNNING WITH THE LAND

17.1 These covenants and restrictions are to run with the land and shall be binding on all parties and all persons claiming under them for the period hereinafter set.

17.2 Enforcement shall be proceedings at law or in equity against any person or persons violating or attempting to violate any covenant, either to restrain such violation or contemplated violation or to recover damages. Such enforcement may be by the then owner of any lot in said subdivision or by the Association.

17.3 All of the foregoing covenants, conditions, reservations and restrictions shall continue and remain in full force and effect at all times as; against the owner of any lot in such premises regardless of how he acquired title until January 1, 2039 such premises or any owner thereof; at which time these covenants, conditions, reservations and restrictions shall automatically be

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extended for a period of ten (10) year periods. Although these covenants, conditions, reservations and restrictions may expire as herein provided, any and all reversions for breach of these covenants, conditions, reservations and restrictions committed or suffered prior to such expiration shall be absolute. Reservations and restrictions shall be covenants running with the land and the breach of any thereof or by the Association or by the owner of another lot in such premises but no other person.

17.4 Should the Association employ counsel to enforce the foregoing covenants, conditions, reservations or restrictions or re-try by reason of such breach, all costs incurred in such enforcement, including a reasonable fee for counsel, shall be paid by the owner of such lot or lots and the Association shall have a lien upon such lot or lots to secure payment of all such accounts.

17.5 A breach of any of the foregoing covenants, conditions, reservations or restrictions or any re-entry by any reasons of such breach shall not defeat or render invalid the lien of any mortgage or deed of trust made in good faith for value as to any lot or lots or portions of lots in such premises but these covenants, conditions, reservations and restrictions shall be binding upon and effective against any such mortgage or trust or owner thereof whose title thereto of whose grantor's title is or was acquired by foreclosure, trustee's sale or otherwise.

17.6 No delay or omission on the part of the Association or the owners of other lots in such premises in exercising any breach of the covenants, conditions, reservations or restrictions herein contained shall be construed as a waiver thereof or acquiescence therein and no failure to bring any action on account of any breach of these covenants, conditions, reservations or restrictions or for imposing restriction herein which may be unenforceable by the Association.

17.7 In the event that any one or more of the foregoing covenants, conditions, reservations or restrictions shall be declared for any reason by a court of competent jurisdiction to be null and void, such judgment or decree shall not, in any manner whatsoever affect, modify, change, abrogate or nullify any of the covenants, conditions, reservations and restrictions nor so declared to be void but all of the remaining covenants, conditions, reservations and restrictions not so expressly held to be void shall continue unimpaired and in full force and effect.

17.8 In the event the provisions hereunder are declared void by a court of competent jurisdiction by reason of the period of time herein stated for which the same shall be effective, then and in that event, such terms shall be reduced to a period of time which shall not violate the rule against perpetuities as set forth in the laws of the State of Texas.

17.9 Such premises shall be subject to any and all rights and privileges which the County of Trinity, Texas, or the Trinity River Authority may have acquired through dedication or filing or recording of maps or plats or such premises as authorized by law and provided further that no covenants, conditions, reservations or restrictions or acts performed shall be in conflict with any county ordinance or law.

18-THE ASSOCIATION

18.1 Each person(s) acquiring a lot or residential dwelling in the Trinity Cove Subdivision shall automatically become a member of the Trinity Cove Improvement Association, Inc., a non-profit Texas Corporation formed for the benefit of the property owners of Trinity Cove, and the Trinity Cove Improvement Association, Inc. shall be a property owners association as defined by the Texas Property Code. Each member will abide by the rules of the corporation and the covenants and restrictions set forth in this document.

18.2 The Association shall have the duty, but not the sole duty, and authority to uphold these restrictions and covenants, and provide for the maintenance and upkeep for the common areas of the Subdivision. The Association may file suit against any lot owner violating these covenants and restrictions and may assess fines to any property owner who is in violation of these covenants and restrictions.

18.3 Any lot owner who brings a lawsuit against the Property Owners Association alleging a violation of any duty of the Property Owners Association to enforce the Deed Restrictions, or alleging that the Property Owners Association, or any director, officer and/or agent of the Property Owners Association, shall be liable to the Property Owners Association for any legal fees and costs incurred in defending such lawsuit.

18.4 Notwithstanding any provision to the contrary, nothing herein or in the plats above referenced shall be deemed, interpreted or construed as imposing any obligation or obligations whatsoever upon The Property Owners Association, and the Property Owners Association shall not be liable under any provisions hereof or thereof for any charge, assessment, breach, act or omission to act.

19-LIABILITY FOR AND ENFORCEMENT OF ASSESSMENTS

19.1 Reservation, Subordination, and Enforcement of Assessment Lien. Owner hereby reserves, for the benefit of itself and the Association, a lien (the "Assessment Lien") against each Lot to secure payment of the Assessments imposed hereunder. Each Owner, by accepting conveyance of a Lot, shall be deemed to have agreed to the reservation of the Assessment Lien. The Assessment Lien may be non-judicially foreclosed by power of sale in accordance with the provisions of Section 51.002 of the *Texas Property Code* (or any successor provision) or may be enforced judicially. Each Owner, by accepting conveyance of a Lot, expressly grants the Association a power of sale in connection with the foreclosure of the Assessment Lien. The Board is empowered to appoint a trustee, who may be a member of the Board, to exercise the powers of the Association to non-judicially foreclose the Assessment Lien in the manner provided for in Section 51.002 of the *Texas Property Code* (or any successor statute). The Association, through duly authorized agents, shall have the power to bid on the Lot at foreclosure sale and to acquire and hold, lease, mortgage and convey the same.

EXECUTED by the Board of Directors on the 21st day of September, 2016 subject to election and ratification by the property owners in Trinity Cove Subdivision, Trinity County, Texas, as required by chapter 211, Texas Property Code, to be evidenced by the filing of Consolidated.

~ 13 ~

A CERTIFIED COPY
 ATTEST: JUN 13 2017
 SHASTA BERGMAN, County Clerk
 Trinity County Texas
 BY: Tracy Waddle, Chief Deputy *TW*

Restated and Amended Restrictions for the Trinity Cove Subdivision (Trinity Cove Improvement Association), Trinity County, Trinity, Texas.

David Bachelder
David Bachelder - President

Shelley Southworth
Shelley Southworth - Treasurer

Robert Baker
Robert Baker - Vice President

Joseph Onda
Joseph Onda - Director

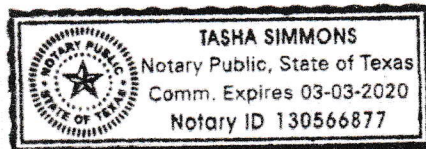
Leslie Barnard
Leslie Barnard - Secretary

THE STATE OF TEXAS }

COUNTY OF TRINITY }

Before me appeared DAVID BACHELDER, upon his oath states the information and signature as listed and stated above are true and correct to the best of his knowledge.

Subscribed and sworn before me this 8 day of June, 2017.



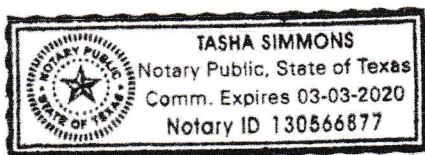
Tasha Simmons
NOTARY PUBLIC, STATE OF TEXAS

THE STATE OF TEXAS }

COUNTY OF TRINITY }

Before me appeared ROBERT BAKER, upon his oath states the information and signature as listed and stated above are true and correct to the best of his knowledge.

Subscribed and sworn before me this 8 day of June, 2017.



Tasha Simmons
NOTARY PUBLIC, STATE OF TEXAS

A CERTIFIED COPY
ATTEST: JUN 13 2017
SHASTA BERGMAN, County Clerk
Trinity County Texas
BY: Tracy Waddle, Chief Deputy TW

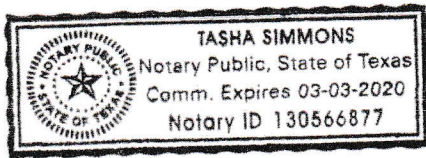
Proposed Consolidate, Restated and Amended Restrictions for Trinity Cove Subdivision.

THE STATE OF TEXAS }

COUNTY OF TRINITY }

Before me appeared LESLIE BARNARD, upon his oath states the information and signature as listed and stated are true and correct to the best of his knowledge.

Subscribed and sworn before me this 8 day of June, 2017.



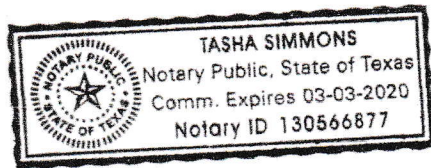
Tasha Simmons
NOTARY PUBLIC, STATE OF TEXAS

THE STATE OF TEXAS }

COUNTY OF TRINITY }

Before me appeared SHELLEY SOUTHWORTH, upon his oath states the information and signature as listed and stated are true and correct to the best of his knowledge.

Subscribed and sworn before me this 8 day of June, 2017.



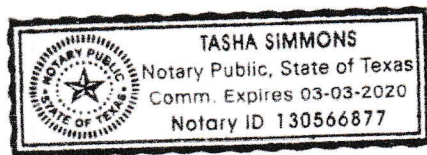
Tasha Simmons
NOTARY PUBLIC, STATE OF TEXAS

THE STATE OF TEXAS }

COUNTY OF TRINITY }

Before me appeared JOSEPH ONDO, upon his oath states the information and signature as listed and stated are true and correct to the best of his knowledge.

Subscribed and sworn before me this 8 day of June, 2017.



Tasha Simmons
NOTARY PUBLIC, STATE OF TEXAS

A CERTIFIED COPY
ATTEST: JUN 13 2017
SHASTA BERGMAN, County Clerk
Trinity County Texas
BY: Tracy Waddle, Chief Deputy *TW*

CORRECTION TO AMENDMENT TO RESTRICTIONS AND RESERVATIONS

Date: 6/8, 2017

Person Executing Correction: David Bachelder – President of Trinity Cove Improvement Association

Mailing Address of Person Executing Correction: P. O. Box 334, Trinity, Texas 75862

Document Being Corrected:

Date: September 21, 2016

Recording information: Volume 0974, Page 0056

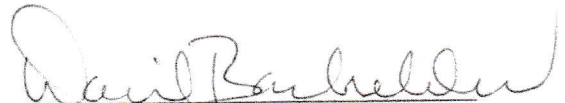
Error Being Corrected: Typographical error in title of document; Sections 1-18 were inadvertently not attached during recording.

Correction: Typographical errors in title of document corrected; Sections 1-18 are included.

The corrected document shall be the Corrected Consolidated, Restated and Amended Restrictions and Reservations for Trinity Cove Subdivision, Trinity County, Texas

Person Executing Correction has personal knowledge of the Facts Relevant to the Correction.

I certify that I have also recorded the Corrected Consolidated, Restated and Amended Restrictions and Reservations for Trinity Cove Subdivision, Trinity County, Texas.

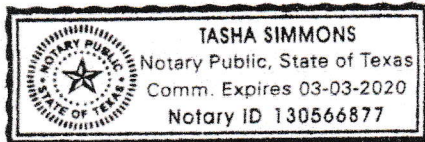

David Bachelder – President


THE STATE OF TEXAS }


COUNTY OF TRINITY }

Before me appeared DAVID BACHELDER, upon his oath states the information and signature as listed and stated above are true and correct to the best of his knowledge.

Subscribed and sworn before me this 8 day of June, 2017.




NOTARY PUBLIC, STATE OF TEXAS

A CERTIFIED COPY
ATTEST: JUN 13 2017
SHASTA BERGMAN, County Clerk
Trinity County Texas
BY: Tracy Waddle, Chief Deputy 

FILED
at 11:50 o'clock A M

JUN 13 2017

SHASTA BERGMAN
COUNTY CLERK, TRINITY CO., TEXAS

By: Tracy Waddle 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: Tracy Waddle Deputy



A CERTIFIED COPY
ATTEST: JUN 13 2017
SHASTA BERGMAN, County Clerk
Trinity County Texas
BY: Tracy Waddle, Chief Deputy