

*** DO NOT REMOVE THIS PAGE – IT IS A PART OF THIS INSTRUMENT***

AMENDMENT

6 Pages

FILED AND RECORDED-OPR On: <u>06/11/2024 03:26 PM</u> Document Number: <u>2024-000006403</u> Receipt No: <u>2409507</u> Amount: \$ <u>41.00</u> By: <u>Diana Herron</u> , Deputy Elizabeth James, County Clerk Harrison County, Texas	903-777-4003 CLERKS NOTES
---	----------------------------------



STATE OF TEXAS

COUNTY OF HARRISON

I hereby certify that this instrument was filed on the date and time stamped hereon by me and was duly recorded in the Official Public Records of Harrison County, Texas.

Elizabeth James
Elizabeth James, Harrison County Clerk

Record and Return To:



LAKE DEERWOOD
P.O. BOX 698

HARLETON, TX 75651

CONSOLIDATED AND AMENDED RESTRICTIONS

LAKE DEERWOOD ESTATES

UNITS I, II, III, AND, A, B, C, D, E, F

1. No lot shall be used for other than residential purposes and no soil or trees shall be removed for any commercial use. Cutting of trees shall be limited to the extent necessary for clearing the homesite for construction or installation. Any additional cutting of trees shall be done only upon written approval of Lake Deerwood Estates Management.
2. No building structure of any kind shall be located on any lot nearer to the front lines than the minimum building set-back lines shown on the recorded plat of said subdivision. For the purpose of this covenant, eaves, steps and open porches shall not be considered as a part of a building.
3. No building or mobile home shall be erected on any lot other than one-family dwelling with garage and appurtenances. The floor area of the main structure, exclusive of porches, garage and storage rooms, shall not be less than eight hundred (800) square feet if in Unit I. Mobile homes must contain at least six hundred (600) square feet of living area, and shall be located only in Units II, III, and A. No building or structure of any kind shall be located on any lot nearer than five (5) feet to a side or rear property line, or ten (10) feet from a front property line.
4. Fishing piers may be built on lots adjoining the waterfront. Piers may not exceed 25 feet in length or be constructed closer than 5 feet from side lines. Plans must be submitted to and approved by Lake Deerwood Estates Management before construction begins. All lake front lot property lines shall extend twenty-five (25) feet into Lake Deerwood, measured from the water's edge at spillway level of the lake so as to permit lake front lot owners ample area to construct piers.
5. The pumping of water from any lakes or ponds is prohibited except by special permit, in writing, granted by Lake Deerwood Estate Management.
6. No water wells shall be drilled upon any of the said lots by the owners so long as water for domestic uses shall otherwise be available to the owners of said lots, but nothing herein contained shall be construed as prohibiting Lake Deerwood Estates Management, its successors, assigns or nominees from drilling a well on any property located in or near the Estates for the purpose of supplying water to the owners of any property in said Estates or in any addition thereto, provided, however that until water is available to the owners of any said lots, Lake Deerwood Estates Management will grant written permits, upon proper application, for the drilling of wells and for the operation thereof. If a purchaser is granted a permit by Lake Deerwood Estates Management and has completed a well on his property, he will not be required to connect to the Lake Deerwood Estes water supply system.

7. No lot shall be used for outside storage. Any material stored on premises must be kept in an enclosure complete with roof and sides. No more than two (2) unregistered motor vehicles may be kept or stored on a lot or lots belonging to any owner, and they must be kept out of public view by way of a privacy fence or building. All lots shall be kept clean and free of trash, garbage, and debris at all times. Advertising signs are prohibited.
8. Self contained recreational trailers and vehicles and self-propelled recreational vehicles are permitted on a temporary basis in certain situations, as determined by written permission from Lake Deerwood Estates Management.
9. No animals, livestock or poultry of any kind shall be raised, bred, boarded or kept on any lot, excepting dogs, cats, or other household pets except by permission of Lake Deerwood Estates Management. Fires must be contained, enclosed and carefully supervised. Use of firearms on the premises is prohibited except in areas that may be designed for such purpose by Lake Deerwood Estates Management.
10. No building shall be erected on any lot until the plans, specifications and plot-plan therefor have been approved in writing by Lake Deerwood Estates Management, its successors and assigns. Approval shall not be arbitrarily withheld.
11. Easements reserved on the said restricted plats for the construction, operation and maintenance of public utility lines are also hereby reserved for use as hiking and riding trails by members of the Lake Deerwood Association.
12. No noxious or offensive activity shall be carried on or upon any lot nor shall anything be done thereon which may be or become an annoyance or nuisance to the Estates in which said lot is located.
13. No sales contract, transfer, lease or other disposition of any lot in Lake Deerwood Estates Subdivision shall be consummated unless and until the purchaser or transferee has applied for and been accepted as a member of the Lake Deerwood Association or its successors. This restriction shall not apply to lending institutions who may bid said property in any foreclosure sale brought by them without regard to such property pursuant to a duly-probated Will or by virtue of intestacy, pursuant to the Statutes of the Stat of Texas. However in the event of a transfer of title by virtue of foreclosure, probate of Will or intestate succession, Lake Deerwood Estates Management, its successor or assigns, shall have an absolute right of first refusal to purchase said lot from any such transferee or transferees in the event they shall decide to sell, transfer or convey the same.
14. Upon acceptance of an application for membership in Lake Deerwood Association, and the simultaneous execution of a sales contract or the acceptance of a Deed, each owner shall become a member of Lake Deerwood Association, a corporate enterprise (hereinafter referred to as Lake Deerwood Association), owned and operated by Lake Deerwood Association, its successors or assigns, for the purpose of providing the members with club-house and private recreation facilities in the area, and to establish and maintain, parks, lanes, and lakes. Said membership shall be conditioned upon observance of the rules and regulations established by said Association for the benefit and general

welfare of its members and for the official operation thereof. Said membership shall also be conditioned upon payment, when due, of fees and charges as the Association shall find necessary for the maintenance of the Association facilities and services, including but not limited to the maintenance of lanes, roads, parks and lakes and any other services and benefits which said Association may provide for the benefit of the lots, Association facilities and members. By the acceptance and retention of title to any lot in the Lake Deerwood Association Subdivision, each Grantee, his heirs and assigns who are or become members of Lake Deerwood Association do hereby covenant and agree that said Lake Deerwood Association, its successors and assigns shall have a lien upon the subject lot or lots second only to liens for taxes and duly-recorded mortgages to secure the payment of valid liens and the aforementioned dues, fees and charges including court costs and reasonable attorney's fees incurred in connection with the collection of the same, it being agreed and understood that this covenant and agreement shall be in addition to and shall not be affected by such contracts, security agreements and applications as such Grantees, their heirs or assigns may enter into with Lake Deerwood Association.

15. If, notwithstanding the requirement of membership in Lake Deerwood Association, its successors or assigns, as a condition to the acquisition of title to any lot or lots in said Subdivision, title to any or said lots shall in some manner be acquired by a party who has not been approved for membership in the Lake Deerwood Association or if any lot owner shall cease to be a member of the said Association, then, nevertheless, said lot owner, on behalf of himself, his heirs or assigns, does hereby covenant and agree that they will bear and pay such portion of the specific expenses required and expended by Lake Deerwood Association, its successors and assigns solely for maintenance of the lanes, roads, parks, lakes and furnishing of security protection that they would otherwise be required to pay if they were in fact a member of such Association and as determined by the accountant for such Association. Further, by the acceptance and retention of title to any lot or lots, each Grantee, on behalf of himself, his heirs and assigns, does hereby covenant and agree that said Lake Deerwood Association, its successors and assigns, shall have a lien upon the subject lot or lots second only to liens for taxes and any duly-recorded mortgage to secure payment of valid liens and the aforementioned expenses, including Court costs and reasonable attorney's fees incurred in connection with the collection of the same.
16. Notwithstanding anything to the contrary contained herein, the Lake Deerwood Estates, its successors and assigns, reserves for itself and its designated agent or agents the right to use any unsold lot or lots for a temporary office location and the right to place a sign or signs on any unsold lot in the subject Estates, together with further right to dedicate and/or use such lots in said Estates as they may deem necessary or desirable for the use or benefit of property owners and club members.
17. These restrictions, covenants and conditions may be enforced by the Grantor herein or by the owner of any lot in said Estates, either by proceedings for injunction or to recover

damages for breach thereof or both. However, only the said Lake Deerwood Estates management heretofore referred to, its successors or assigns, may file suit to collect any of the charges and expenses mention in these said restrictions, enforce covenants, and conditions, and to enforce foreclosure of any lien therein granted, with said suit to be filed in any Court of competent jurisdiction and with venue to be in Harrison County, Texas.

18. Fences may be constructed of any regular fencing material, except barbed wire, which is expressly excluded.
19. Tiny homes are permitted, but only if they have a bathroom and a kitchen, and only if there are water, sewer and electric utilities installed on the lot and connected to the home.
20. No tent, shack, garage or other unsightly structure shall be used, placed or built on any lot at any time as a residence, either temporarily or permanently. No outside or surface toilets shall be permitted on any part of the property; all lavatories, toilets, and bath facilities shall be indoors and shall be connected with an adequate septic system constructed to comply with the laws, rules, regulations and specifications of Texas, federal, county or other local governmental units and health.
21. Membership in the Association shall be conditioned upon payment, when due, of the Association fees and charges, and in this connection, each lot purchaser, his heirs and assigns, does hereby covenant and agree that the said Lake Deerwood Association, its successors and assigns, shall have a lien upon the subject lot or lots to secure the payment of Association dues, fees and charges, including any court costs and reasonable attorney's fees incurred in connection with the collection of the same.
22. No TV antenna shall be placed on or in any tree in Lake Deerwood Estates.
23. No mobile home shall be allowed to remain in Lake Deerwood Estates for more than 30 days unless completely underpinned or underskirted.
24. Electric Trolling Motors are permitted on Lake Deerwood. No internal combustion engines or motors are allowed on Lake Deerwood.
25. An easement 5 feet in width is hereby reserved on, over and under all rear and side lot lines for utility installations and maintenance. An easement ten feet in width is hereby reserved on, over and under all front lot lines for utility installation and maintenance. No building or structure, except fences, shall be erected within the said easement, or any existing easement reserved for the exclusive use of Management and the Association along the boundary line of the subdivision across the rear or side of each lot adjacent to the boundary line of the subdivision.
26. Commercially manufactured mobile homes and recreational vehicles may be used temporarily or permanently. Approval of vehicles older than 5 years is necessary. Underpinning must be completed within 30 days from the move in date. Slide-in pick up campers may be used only while attached to the vehicle. Storing slide in campers or using them for residence, either temporarily or permanently while unattached from vehicle is expressly forbidden. This paragraph applies only to Units B, C, D, E and F.

These restrictions, covenants and conditions are to run with the land and shall be binding on all parties and all persons claiming under them for a period of twenty-five (25) years from the date of such restrictions, covenants and conditions being first impressed upon said property and Estates, after which time said restrictions, covenants, and conditions shall be automatically extended for successive periods of ten years unless changes are made in writing and approved by a majority of the members in good standing with voting rights, and same are recorded with the County Clerks of Harrison and Marion Counties.

If any portion of these restrictions, covenants, and conditions shall be declared invalid by judgment or court order, it shall not affect the validity of any other provisions or portion thereof.

DATED THIS 11th DAY OF June, 2024.

Lake Deerwood Property Owners Association, Inc.

Harold Paden

By Harold Paden, President

ATTEST:

Albert N. Lee

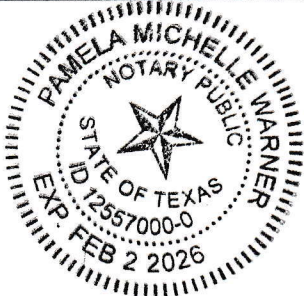
Secretary

STATE OF TEXAS

COUNTY OF HARRISON

The foregoing Consolidated and Amended Restrictions were acknowledged before me by Harold Paden, as President of Lake Deerwood Property Owners Association, Inc., on

June 11, 2024.



Pamela Michelle Warner

Notary Public, State of Texas