
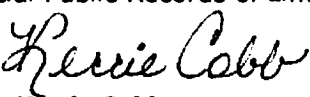


|  |   |  |
|--|---|--|
| <b>LIMESTONE COUNTY</b><br>Kerrie Cobb<br>200 West State Street<br>Suite 102<br>Groesbeck, TX 76642<br>Phone: (254)729-5504  | <b>DOCUMENT #:</b> 2020-0004562<br><b>RECORDED DATE:</b> 11/13/2020 10:24:05 AM<br> |  |
| <b>OFFICIAL RECORDING COVER PAGE</b>   |   |  |
| <b>Document Type:</b> RESTRICTIONS AND RESERVATIONS<br><b>Transaction Reference:</b><br><b>Document Reference:</b>   | <b>Transaction #:</b> 838296 - 1 Doc(s)<br><b>Document Page Count:</b> 19<br><b>Operator Id:</b> Lede   |  |
| <b>RETURN TO:</b> ()<br>BILL BOYLE   | <b>SUBMITTED BY:</b><br>BILL BOYLE  |  |
| <p>DOCUMENT # : 2020-0004562<br/>         RECORDED DATE: 11/13/2020 10:24:05 AM</p> <p>I hereby certify that this document was filed on the date and time stamped hereon by me and was duly recorded in the Official Public Records of Limestone County.</p> <div style="display: flex; align-items: center;">  <div> <br/> <b>Kerrie Cobb</b><br/>         Limestone County Clerk       </div> </div> |   |  |

**PLEASE DO NOT DETACH**  
 THIS PAGE IS NOW PART OF THIS LEGAL DOCUMENT

**NOTE: If document data differs from cover sheet, document data always controls.**  
**\*COVER PAGE DOES NOT INCLUDE ALL DATA, PLEASE SEE INDEX AND DOCUMENT AFTER RECORDING FOR ADDITIONAL INFORMATION.**

|  |  |   |              |
|--|--|---|--------------|
| <b>LIMESTONE COUNTY</b><br>Kerrie Cobb<br>200 West State Street<br>Suite 102<br>Groesbeck, TX 76642<br>Phone: (254)729-5504  |  | <b>DOCUMENT #:</b> 2020-0004549   |              |
| <b>OFFICIAL RECORDING COVER PAGE</b>   |  |   | Page 1 of 17 |
| <b>Document Type:</b> RESTRICTIONS AND RESERVATIONS<br><b>Transaction Reference:</b><br><b>Document Reference:</b>   |  | <b>Transaction #:</b> 838271 - 1 Doc(s)<br><b>Document Page Count:</b> 16<br><b>Operator Id:</b> Meagan |              |
| <b>RETURN TO:</b> ()<br>BILL BOYLE   |  | <b>SUBMITTED BY:</b><br>BILL BOYLE  |              |
| DOCUMENT # : 2020-0004549<br>RECORDED DATE: 11/12/2020 01:41:15 PM<br><br>I hereby certify that this document was filed on the date and time stamped hereon by me and was duly recorded in the Official Public Records of Limestone County.<br><br> <br><b>Kerrie Cobb</b><br>Limestone County Clerk |  |   |              |

**PLEASE DO NOT DETACH**  
**THIS PAGE IS NOW PART OF THIS LEGAL DOCUMENT**

**NOTE: If document data differs from cover sheet, document data always controls.**  
**\*COVER PAGE DOES NOT INCLUDE ALL DATA, PLEASE SEE INDEX AND DOCUMENT AFTER RECORDING FOR ADDITIONAL INFORMATION.**

**Pin Oak Cove Community Association****TO****THE PUBLIC****RESERVATIONS, RESTRICTIONS AND COVENANTS  
PIN OAK COVE SECTION ONE****THE STATE OF TEXAS     §****COUNTY OF LIMESTONE §**

KNOW ALL MEN BY THESE PRESENTS: That Pin Oak Cove Community Association (formerly Cenderra Corporation and hereinafter called "The Association") being made up of the property owners of that certain tracts of land which has heretofore been platted into that certain subdivision known as "PIN OAK COVE SECTION ONE", according to the plat of said subdivision recorded in the office of the County Clerk of Limestone County, Texas, on the 12<sup>th</sup> day of November, 1985, after having been approved as provided by law, and being recorded in Plat Cabinet # 1, Page A77, of the Plat Records of Limestone County, Texas, and desiring to create and carry out a uniform plan and scheme for the improvement, development and sale of property in said PIN OAK COVE SECTION ONE (hereinafter referred to as the "Subdivision"), does hereby amend, adopt, establish, promulgate and impress the following reservations, Restrictions and Covenants, which shall be and are hereby made applicable to the Subdivision, except that no part of these Reservations, Restrictions and Covenants shall be deemed to apply in any manner in any areas not included in the boundaries of said plat.

**I.****GENERAL PROVISIONS**

1.01 Each Contract, Deed, or Deed of Trust which may be hereinafter executed with respect to any property in the subdivision shall be deemed and held to have been executed, delivered and accepted subject to all of the provisions of this Instrument, including, without limitation, the Reservations, Restrictions and Covenants herein set forth, regardless of whether or not any of such provisions are set forth in said Contract, Deed, or Deed of Trust, and whether or not referred to in any such instrument.

1.02 The utility easements shown on the plat referred to above are dedicated subject to the reservations hereinafter set forth.

1.03 (a) The utility easements shown on the recorded plat are dedicated with the reservation that such utility easements are for the use and benefit of any public utility operating in Limestone County, Texas, as well as for the benefit of the Association and property owners in the Subdivision to allow for the construction, repair, maintenance and operation of a system or systems of electric light and power, telephone lines, gas, water, sanitary sewers, and any other utility or service which the property owners may find necessary or proper.

(b) The title conveyed to any property in the Subdivision shall not be held or construed to include the title to the water, gas, electricity, telephone, storm, sewer or sanitary sewer lines, poles, pipes, conduits or other appurtenances or facilities constructed by the original Developer or public utility companies upon, under, along, across or through such public utility easements.

(c) The Association reserves the right to make minor changes in and minor additions to such utility easements for the purposes of more efficiently serving the Subdivision or any property therein.

(e) Neither the Association, nor its successors or assigns, using said utility easements shall be liable for any damage done by any of such parties or any of their agents or employees to shrubbery, trees, flowers, fences or other property of the land owner situated on the land covered by said utility easements.

## **DURATION**

1.04 The provisions hereof, including the Reservations, Restrictions and Covenants herein set forth, shall run with the land and shall be binding upon the Pin Oak Cove Community Association, its successors and assigns, and all persons or parties claiming under it or them for a period of ten (10) years from the date hereof, at which time all of such provisions shall be automatically extended for successive periods of ten (10) years each, unless prior to the expiration of the initial period of ten (10) years or a successive period of ten (10) years, the then owners of a majority of lots in the Subdivision shall have executed and recorded an instrument changing the provisions hereof, in whole or in part, the provisions of said instrument to become operative at the expiration of the particular period being the aforesaid ten (10) year period or any successive ten (10) year period thereafter.

## **ENFORCEMENT**

1.05 In the event of any violation or attempted violation of any of the provisions hereof, including any of the Reservations, Restrictions or Covenants herein contained, enforcement shall be authorized by any proceedings at law or in equity against any person or persons violating or attempting to violate any of such provisions, including proceedings to restrain or prevent such violation or attempted violation by injunction, whether prohibitive in nature or mandatory in commanding such compliance with such provisions; and it shall not be a prerequisite to the granting of any such injunction to show inadequacy of legal remedy or irreparable harm. Likewise, any person entitled to enforce the provisions hereof may recover such damages as such person has sustained by reason of the violation of such provisions at current market value of expenses to remedy violations and specific legal requirements to enforce same. It shall be lawful for the Pin Oak Cove Community Association or for any person or persons owning property in the Subdivision to prosecute any proceedings at law or in equity against the person or persons violating or attempting to violate any such provisions.

## **PARTIAL INVALIDITY**

1.06 In the event that any portion of the provisions hereof shall become or be held Invalid, whether by reason of abandonment, waiver, estoppel, judicial decision or otherwise, such partial invalidity shall not affect, alter or impair any other provision hereof which was not thereby held invalid; and such other provisions, including Restrictions, Reservations and Covenants shall remain in full force and effect, binding in accordance with their terms.

## **EFFECT OF VIOLATIONS ON MORTGAGEE**

1.07 No violation of the provisions herein contained, or any portion thereof, shall affect the lien of any Mortgage or Deed of Trust presently or hereafter placed of record or otherwise affect the rights or the Mortgagee under any such Mortgage, the holder of any such lien or beneficiary of any such Deed of Trust; and any such Mortgage, lien, or Deed of Trust may, nevertheless, be enforced in accordance with the terms, subject, nevertheless, to the provisions herein contained, including said Reservations, Restrictions, and Covenants.

## II.

### ARCHITECTURAL CONTROL

#### BASIC CONTROL

2.01 (a) No building or other improvements of any character shall be erected or placed, or the erection, or placing thereof commenced, or changes made to the design thereto or any addition made thereto or exterior alteration made thereto after original construction, on any property in the Subdivision until after obtaining the necessary approval (as hereinafter provided) of the construction plans and specifications of other improvements. Approval shall be granted or withheld based on matters of compliance with the provisions of this Instrument, quality of materials, harmony of external design with existing and proposed structures and location with respect to topography and finished grade elevation.

(b) Each application made to the Architectural Control Committee shall be accompanied by three (3) sets of plans and specifications for all proposed construction to be done on such lot including plat plans showing the location on the lot and dimensions of all proposed walks, driveways, and all other matters relevant architectural approval.

(c) Each application made to the Architectural Control Committee shall be submitted at least fourteen (14) days prior to commencement of building or improvements for which approval is sought such that adequate time is allowed for consideration.

#### ARCHITECTURAL CONTROL COMMITTEE

2.02 (a) The authority to grant or withhold architectural control approval as referred to above is vested in the Architectural Control Committee (hereinafter referred to as the "Committee"), which is composed of three property owners elected by a majority vote of property owners. The members of the committee shall not be entitled to any compensation for services performed in these matters.

Each member of the Committee must be an owner of property in PIN OAK COVE SECTION ONE. Each lot or building site owner shall be entitled to only one (1) vote. In the case any individual or member of their household owns more than one (1) lot or building site, that owner shall be entitled to only one (1) vote.

Votes of the owners shall be evidenced by written ballot furnished by the Committee and the Committee shall maintain said ballots as a permanent record of such election for a period of not less than four (4) years after such election. Any owner may appoint a proxy to cast his ballot in such election, provided that his written appointment of such proxy is attached to the ballot as a part thereof.

The results of each such election shall promptly be determined on the basis of the majority of those owners then voting in such election. The results of any such election and of any removal or replacement of any member of the Committee may be evidenced by the recording of an appropriate instrument properly signed and acknowledged on behalf of the Association or by a majority of the Committee.

The Committee shall be obligated to arrange for elections (in the manner and after notice as set forth above) for the removal and/or replacement of Committee members when so requested in writing by a majority of lot owners in the subdivision. Members of the Committee may, at any time, be relieved of their position and substitute members therefor designated by vote as set forth above.

Upon the death, resignation, refusal or inability of any member of the Committee to serve, the remaining members of the Committee shall fill the vacancy by appointment, pending an election as hereinabove provided for.

If the Committee should fail or refuse to take any action herein provided to be taken by the Committee with respect to setting elections, conducting elections, counting votes, determining results and evidencing such results, or naming successor Committee members, and such failure or refusal continues for a period which is unreasonably long (in the exclusive judgment of the majority of the property owners), then the Pin Oak Cove Home Owners Association may validly perform such function.

## **EFFECT OF INACTION**

2.03 Approval or disapproval as to architectural control matters as set forth in the preceding provisions shall be in writing. In the event that the authority exercising the prerequisite of approval or disapproval fails to approve or disapprove in writing any plans and specifications and plats received by it in compliance with the preceding provisions within fourteen (14) days following such submission, any such building and other improvements may be commenced and proceeded with in compliance with all such plans and specifications and plat and all of the other terms and provisions hereof.

## **EFFECT OF APPROVAL**

2.04 The granting of the aforesaid approval (whether in writing or by lapse of time) shall constitute only an expression of opinion that the terms and provisions hereof shall be complied with if the building and/or other improvements are erected in accordance with said plans and specifications and plat; and such approval shall not constitute any nature of waiver or estoppel either as to the persons expressing such approval or any other person in the event that such building and/or improvements are not constructed in accordance with such plans and specifications and plat or in the event that such building and/or improvements are constructed in accordance with such plans and specifications and plat, but, nevertheless, fail to comply with the provisions hereof. Further, no person exercising any prerogative or approval or disapproval shall incur any liability by reason of the good faith exercise thereof. Exercise of any such prerogative by one ( 1) or more members of the Committee in their capacity as such shall not constitute action by the Pin Oak Cove Home Owners Association after the election of such Committee members, notwithstanding that any such Committee member may be an officer, owner or director.

## **III.**

### **UTILITY EASEMENTS**

3.01 (a) A twenty (20) foot utility easement has been dedicated along the front of all lots in the subdivision shown on the recorded plat.

(b) No building shall be located over, under, upon or across any portion of any utility easement, however, the owner of each lot shall have the right to construct, keep and maintain paving, sidewalks, drives, etc., across the utility easement along the front of the lot and utility easements along the side of such lots (the "side lot utility easement") adjacent to street right-of-way's and shall be entitled to cross such easements at all times for purpose of gaining access to such lots.

(c) The owner of each lot shall have the right to construct, keep and maintain paving, sidewalks, drives, steps and air conditioning units and equipment over, across or upon any side lot utility easement "other than along any side lot utility easement which is adjacent to street right-of-way" and shall be entitled to, at all times, to cross, have access and use the improvements located thereon, however, any such improvements placed upon such side lot utility easement by the owner shall be constructed, maintained and used at owner's risk and, as such, the owner of each lot subject to said side lot utility easements shall be responsible for any and all repairs to the paving, sidewalks, drives, steps and air conditioning units and equipment which cross or are located upon such side lot utility easements, where such repairs are occasioned by any public utility in the course of installing, operating, maintaining, repairing, or removing its facilities located within the side lot utility easements. The owner of each lot shall indemnify and hold harmless public utilities having facilities located over, across or under said side lot utility easements for injury to persons or damage to property in any way occurring, incident to, arising out of, or in connection with the installation, operation, maintenance, repair or removal of utility equipment of facilities located within said side lot utility easements where such injury or damage is caused or alleged to be caused by such public utility or its employees, officers, contractors, or agents and even when caused or alleged to be caused by the sole negligence of such utility, its employees, officers, contractors, or agents.

However, in no event shall owner construct, maintain or use any of the above described improvements within any utility easements along the rear of such owners lot.

#### IV.

### GENERAL RESTRICTIONS

#### SINGLE FAMILY RESIDENTIAL CONSTRUCTION

4.01 (a) No building shall be erected, altered or permitted to remain on any lot other than a single family residential dwelling not to exceed two (2) stories in height, a private garage (or other covered parking facility) , and other guest quarters; provided however, that the guest quarters structure will not exceed the main dwelling in height or number of stories.

(b) As used herein, the term "residential dwelling" and "guest quarter" shall be construed to prohibit mobile homes or trailers, pre-manufactured homes , recreational vehicles, motor homes or pre-fabricated homes being placed on any lot.

(c) No lot shall be used for business, educational, or professional purposes of any kind, nor for any commercial, church or manufacturing purposes.

(d) No building of any kind or character shall ever be moved onto any lot within the subdivision **unless otherwise approved by the Architectural Committee.**

#### MINIMUM SQUARE FOOTAGE OF RESIDENCE

4.02 The living area of the main residential structure (exclusive of porches whether opened or screened, garage or other car parking facility, terraces, driveways, and servant's quarter's shall not be less than **1,200** square feet.

#### LOCATION OF IMPROVEMENTS ON LOT

4.03 (a) No building shall be located on any lot nearer to the front line or nearer to any street side-line than the minimum building set-back lines which are fifty (50) feet from the front line of the lot, ten (10) feet from the side line of the lot and twenty-five (25) feet from any street side line of a lot nor upon or within any portion of any easement. Subject to the provisions of Paragraph 4.11, no structure shall be located nearer than ten (10) feet to an interior side of another structure. For the purpose of this covenant, concrete drives, walks, and air conditioning units, eaves, steps, and unroofed terraces shall not be considered as a part of a structure; provided, however, that this shall not be construed to permit any portion of the construction on a lot to encroach upon another lot. For the purposes of this Paragraph and other provisions of these Restrictions, the "front line" is the common boundary of any lot with a street, and in the case of a corner lot (with a common boundary on two (2) streets or one (1) street and a cul-de-sac) the boundary from which the building set-back distance is larger.

(b) The Architectural Control Committee reserves the right to grant exceptions to the building lines shown on the recorded plat when doing so will not be inconsistent with the overall plan for development of the Subdivision.

(c) All houses built in this Subdivision shall face the front line of the lot on which each such house is built unless a deviation from this provision is provided by specific provision of these Reservations, Restrictions and Covenants, or unless a deviation is approved by the Architectural Control Committee

## **LOT DRAINAGE**

4.04 (a) Each owner of a lot agrees for himself, his heirs, assigns, or successors in interest that he will not in any way interfere with the established drainage pattern over his lot from adjoining or other lots in the Subdivision; and he will make adequate provisions for property drainage in the event it becomes necessary to change the established drainage over his lot. For the purposes hereof, "established drainage" is defined as the drainage which existed at the time that the overall grading of the Subdivision, including landscaping of any lot in the Subdivision, was completed by Developer.

(b) Builder, unless otherwise approved by the Architectural Control Committee, must finish the grade of the lot so as to establish good drainage and no pockets or low areas may be left on the lot (whether dirt or concrete) where water will stand following a rain or during irrigation. With the approval of the Architectural Control Committee, Builder may establish an alternate drainage plan for low areas by installing underground pipe and area inlets or by installing an open concrete trough with area inlets, however, a drainage plan for such alternate drainage must be submitted to the Architectural Control Committee for approval.

## **SWIMMING POOL**

4.05 No swimming pool may be constructed on any lot without the prior written approval of the Architectural Control Committee. Each application made to the Architectural Control Committee shall be accompanied by two sets of plans and specifications for the proposed swimming pool construction to be done on such lot including plat plan showing the location of the swimming pool and all other improvements and dimensions of same plus plumbing and excavation disposal plan. The Architectural Control Committee's approval or disapproval of such swimming pool shall be made in the same manner as described in Article II hereof for other building improvements.

## **REMOVAL OF TREES, TRASH AND CARE OF LOT DURING RESIDENCE CONSTRUCTION**

4.06 (a) Builder or owner, during construction of residence is required to remove and haul from the lot all tree stumps, trees, branches, underbrush and all other trash or rubbish cleared from the lot for construction of residence, construction of other improvements and landscaping. No materials or trash hauled from lot may be placed elsewhere in the subdivision.

(b) Builder or owner, during the construction of residence, is required to continuously keep the lot in a reasonably clean and organized condition. Papers, rubbish, trash, scrap, and unusable building materials are to be kept picked up and hauled from the lot. Other usable building materials are to be kept stacked and organized in a reasonable manner.

(c) No trash, materials, or dirt is allowed in the street or street ditch. Builder or owner shall keep street and street ditch free from trash, materials, and added dirt. Any such trash materials, or dirt inadvertently spilling or getting into the street or ditch shall be removed, without delay, not less frequently than daily.

(d) Builder or owner may not enter onto a lot adjacent to the lot upon which he is building for purposes of ingress or egress to the building lot during or after construction, unless such adjacent lot is also owned by such builder or owner, and all such lots shall be kept free of any cut trees, underbrush, trash, rubbish and/or other materials during or after construction of building improvements thereon without consent of adjacent lot owner.

## **CONTROL OF SEWERAGE AFFLUENT**

4.07 (a) No outside toilets will be permitted and no installation of any type device for the disposal of sewage shall be allowed which would result in raw or untreated or unsanitary sewage being carried into streets or into any body of water. No septic tank or other means of sewage disposal will be permitted unless approved by the proper governmental authorities having jurisdiction. The drainage of septic tanks to roads, streets, alleys or public ditches, either directly or indirectly, is strictly prohibited.



(b) No septic tank or septic tank drain field will be permitted within one hundred (100) feet of designated well sites shown on the aforesaid plat of the subdivision.

### COMPOSITE BUILDING SITE

4.08 Any owner of one or more adjoining lots (or portions thereof) may consolidate such lots or portions into one building site, with the privilege of placing or constructing improvements on such resulting site, in which case side set-back lines shall be measured from resulting side property lines rather than from the lot lines as indicated on the recorded plat. Any such composite building site must have a frontage at the building set-back line of not less than the minimum frontage of lots in the same block. However, no lot may be further subdivided unless it is absorbed into adjacent lot which will increase the square footage of said lot. Any such composite building site (or building site resulting from the remainder of one or more lots having been consolidated into a composite building site) must be of not less than 15,000 square feet in area (and this shall supersede any contrary provision in the Subdivision plat). Any modification of a building site (changing such building site from either a single lot building site or from a multiple whole lot building site), whether as to size or configuration, may be made only with the prior written approval of the Architectural Control Committee. In addition, the side lot line utility easement must be abandoned in accordance with the law. Upon such abandonment and upon receipt of written approval of the Architectural Control Committee, such composite building site shall thereupon be regarded as a "lot" for all purposes hereunder.

### USE OF TEMPORARY STRUCTURES

4.09 No structure including but not limited to a trailer, camper, camper trailer, motor vehicle, tent, shack, or other outbuilding shall be used on any lot at any time as a residence except that a single camper trailer or recreational vehicle may be used for temporary residence for a period not to exceed twenty-one (21) days during any three (3) month period.

4.10 A camper trailer or recreational vehicle may be used as a temporary residence during construction of a permanent residence for a period of up to one (1) year with approval of the Architectural Control Committee.

### LOT MAINTENANCE

4.11 (a) All lots shall be kept at all times in a sanitary, healthful and attractive condition, and the owner or occupant of all lots shall keep all weeds and grass thereon cut and shall in no event use any lot for storage of material or equipment except for normal residential requirements or incident to construction of improvements thereon as herein permitted, or permit the accumulation of garbage, trash or rubbish of any kind thereon, and shall not burn any garbage, trash or rubbish thereon. All yard equipment or storage piles shall be kept screened by a service yard, drying yard, or other similar facility as herein otherwise provided, so as to conceal them from view of neighboring lots, streets or other property.

(b) In the event of default on the part of the owner or occupant of any lot in observing the above requirements or any of them, such default continuing after ten (10) days written notice thereof, the Architectural Control Committee or Maintenance Committee (if such exists) may, without liability to the owner or occupant in trespass or otherwise, enter upon (or authorize one or more others to enter upon) said lots, and cause to be cut, such weeds and grass, and remove or cause to be removed such garbage, trash and rubbish or do any other thing necessary to secure compliance with these restrictions, so as to place said lot in a neat, attractive, healthful and sanitary condition, and may charge the owner or occupant of such lot for the reasonable cost of such work and associated materials. Payment thereof shall be collected by adding the charges to the maintenance fee (secured by Vendor's Lien, as described in Paragraph 7.06) and shall be payable on the first day of the next calendar month.

## **STORAGE OF AUTOMOBILE, BOATS, TRAILERS, RECREATIONAL AND OTHER VEHICLES**

4.12 No inoperable truck, trailer, boat, automobile, camper, tractor or other vehicle shall be stored, parked, or kept on any lot, driveway, or in the street in front of the lot; provided however, that nothing herein contained shall be construed to prohibit the storage of any unused vehicle in a covered and enclosed parking garage permitted on any lot covered hereby. Every lot is to be used for residential/leisure use only. Any other use is referred to Architectural Control Committee.

## **PROHIBITION OF OFFENSIVE ACTIVITIES**

4.13 (a) All lots in the Subdivision shall be used only for single family residential purposes. No noxious or offensive activity of any sort shall be permitted nor shall anything be done on any lot which may be or become an annoyance or nuisance to the neighborhood. As indicated above, no lot in the Subdivision shall be used for any commercial, educational, manufacturing, business or professional purposes nor for church purposes. The renting or leasing of any improvements thereon or portion thereof is prohibited, without the prior written consent of the Architectural Control Committee.

(b) No lot or other portion of Pin Oak Cove One shall be used or permitted for hunting or the reckless discharge of any pistol, rifle, shotgun, or any firearm, or any bow and arrow or any other device capable of killing or injuring.

## **SIGNS, ADVERTISEMENT AND BILLBOARDS**

4.14 (a) No sign, advertisement, billboard or other advertising structure of any kind may be erected or maintained on any lot in the Subdivision without the prior approval of the Architectural Control Committee and any such approval which is granted may be withdrawn at any time, in which event, the party granted such permission shall immediately remove such structures.

(b) The Architectural Control Committee shall have the right to authorize an agent in its stead to do so, to remove and dispose of any such prohibited sign, advertisement, billboard, or advertising structure which is placed on any lot and in doing so shall not be subject to any liability for trespass or other tort in connection therewith or arising from such removal nor in any way be liable for any accounting or other claim by reason of the disposition thereof.

## **ANIMAL HUSBANDRY**

4.15 No animals or livestock of any kind may be raised, bred or kept on any lot. Chickens may be raised on off-water lots so long as they are limited to five (5) hens or chicks (no roosters), kept within a cage or enclosed coop located to the rear of the lot, and provided they are not kept, bred, or maintained for commercial purposes and provided they do not constitute a nuisance and do not, in sole judgment of the lot owners, constitute a danger or potential danger or cause actual disruption to other lot owners, their families or guests. Placement of cages or coops on lots for the purpose of raising poultry is subject to approval of the Architectural Control Committee. In addition, dogs, cats or other common household pets (not to exceed three (3) pets per lot) may be kept as household pets provided they are not kept, bred or maintained for commercial purposes and provided they do not constitute a nuisance and do not, in the sole judgement of the lot owners, constitute a danger or potential danger or cause actual disruption to other lot owners, their families or guests.

## **MINERAL OPERATIONS**

4.16 No oil drilling, oil development operations, oil refining, or mining operations of any kind shall be permitted upon any lot, nor shall any wells, tanks, tunnels, mineral excavations or shafts be permitted upon any lot. No derrick or other structure designed for use in boring for oil or natural gas shall be erected, maintained or

permitted on any building site. At no time shall the drilling, usage or operation of any water well be permitted on any lot other than the lots designated as water well sites on the aforesaid plat of the subdivision, except the Architectural Control Committee may, in its discretion, allow water wells to be drilled for homes requiring same for solar heating and cooling purposes.

#### **RESIDENCE AND IMPROVEMENT DAMAGED BY FIRE OR STORM**

4.17 Any building or other improvement on the land that is destroyed partially or totally by fire, storm, or any other means shall be repaired or demolished within a reasonable period of time, and the land restored to an orderly and attractive condition.

#### **MISCELLANEOUS**

4.18 The addition or construction of greenhouses, exterior lights, fences and shrubs and structural additions or alterations, that may pose a nuisance to adjacent lot owner must have the written consent of the Architectural Control Committee. Mail boxes will be installed in accordance with U. S. Postal Regulations.

#### **COMMON AREAS**

4.19 Any common areas shall be used only for street, path, recreational and drainage purposes, and lot purposes reasonably connected therewith or related thereto; provided, however, no residential, professional, commercial or church use shall be made of any common areas. The Association may prescribe rules and regulations for the use of the common areas

### **V.**

#### **PIN OAK COVE COMMUNITY ASSOCIATION**

##### **MEMBERSHIP**

5.01 Every person or entity who is a record owner of any of the properties which are subject or which will be subject upon completion of improvements thereon, to the maintenance charge assessments by Pin Oak Cove Community Association, hereinafter called "The Association" (Annual Assessments and Special Assessments) including contract sewer shall be a member of the Association. The Foregoing is not intended to include persons or entities who hold an interest merely as a security for the performance of an obligation or those having only an interest in the mineral estate. No owner shall have more than one membership and may not be separated from ownership of the land which is subject to assessment by the Association. Ownership of such land shall be the sole qualification for membership.

##### **VOTING RIGHTS**

5.02  
Members shall be all those Owners as defined in Paragraph 5.01. Members shall be entitled to only one (1) vote per lot or composite building site in which they hold the interest required for membership by Paragraph 5.01. In the case any individual or member of their household owns more than one (1) lot or building site, that owner shall be entitled to only one (1) vote. When more than one person holds such interest in any Lot, all such persons shall be members. The vote for such lot shall be exercised as they among themselves determine, but in no event shall more than one vote be cast with respect to any lot or composite building site.

## **NON-PROFIT CORPORATION**

5.03 The Association has organized a Texas Non-Profit corporation, named "Pin Oak Cove Community Association, LLC", hereinafter called the "Association". All duties, obligations, benefits, liens, and rights hereunder in favor of the Association shall vest in said corporation. All references herein to the Board of Directors shall refer to the Board of Directors of that Association.

## **BY-LAWS**

5.04 The Association shall make rules or bylaws to govern the organization and operation of the Subdivision and use for enjoyment of the lots and any common area. These rules or bylaws shall not be in conflict with the terms and provisions hereof. Each member shall be provided a copy of said rules or bylaws.

## **ANNUAL AND SPECIAL MEETINGS**

5.05 The Association shall have an annual meeting of the membership to hear committee reports and manage other business. Meeting dates and times shall be included in the bylaws of the Association and communicated to the membership. Special called business meetings are allowed at the request of any officer, director or majority vote of the property owners and require ten (10) days written notice to members by postal mail or email.

## **INSPECTION OF RECORDS**

5.06 The members of the Association shall have the right to inspect the books and records of the Association at reasonable times during normal business hours.

## **VI. MAINTENANCE ASSESSMENTS**

### **CREATION OF THE LIEN AND PERSONAL OBLIGATION FOR ASSESSMENTS**

6.01 The owner of any lot by acceptance of a deed therefor, whether or not it shall be so expressed in such deed, is deemed to covenant and agree to pay to the Association: (1) annual assessments or charges (the annual assessments), and (2) Special Assessments for capital Improvements, such assessments to be established and collected as hereinafter provided (the "Special Assessments"). The Annual and Special Assessments referred to above shall be used to create a fund to be known as the "Maintenance Fund", which shall be used as herein provided. Such charge shall also include amounts relating to recreational facilities, if any, in the Subdivision. The Annual and Special Assessments, together with interest, costs, and reasonable attorneys fees, shall be a charge on the land and shall be a continuing lien upon the property against which each such assessment is made. Each such assessment, together with interest, costs, and reasonable attorney's fees, 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 not pass to his successor in title unless expressly assumed by them.

### **PURPOSE OF ASSESSMENTS**

6.02 The assessments levied by the Association shall be used exclusively to promote the recreation, health, safety and welfare of the residents in the Subdivision and for the improvement and maintenance of any common area (including any recreational areas) within the Subdivision (the "Maintenance Area"). The responsibilities of

the Association shall include but not be limited to the maintenance and repair of the walkways and screening fences (but not individually constructed fences), if any, constructing and maintaining parkways, rights of way, easements, esplanades, and other public areas, construction and operation of all street lights, repair and replacement of street and traffic signs, construction, purchase and/or operating expenses of recreation area, if any, maintenance of and repairs to private streets, payment of all legal and other expenses incurred in connection with the enforcement of all recorded charges, assessments and restrictions affecting the Subdivisions to which Maintenance Fund applies, payment of all reasonable and necessary expenses in connection with the collection and administration of the maintenance charge and assessment, employing security and mosquito control services, if desired, caring for vacant lots and doing other things necessary or desirable in the opinion of the association to keep the Subdivision neat and in good order or which is considered of general benefit to the owners or occupants of the Subdivision. The use of the Maintenance fund for any of these purposes is permissive and not mandatory, It is understood that the judgement of the association in the expenditure of said funds shall be final and conclusive so long as such judgement is exercised in good faith.

## **RATE OF ASSESSMENT**

6.03 The Annual Assessment will be paid by the Owner or Owners of each lot within Pin Oak Cove Section One, commencing on the first day of the month following conveyance of any lot to a home owner or following completion and occupancy of a permanent structure on any lot. The rate at which each lot will be assessed will be determined annually, and may be adjusted from year to year by the Association as the needs of the Subdivision may, in the judgment of the Association, require; provided that such Annual Assessment will be uniform and in no event will such assessment or charge exceed one percent (1%) of the value assessed against the property for ad valorem tax purposes. Current assessment rate and provisions for collection of same will be included in the rules or bylaws of the Association.

(a) The Association shall maintain an account containing the annual dues and any repair or maintenance bills regarding water wells shall be paid out of said account. If the cost of the repair and maintenance cannot be covered by the amount in the account, the Association Board then has the authority to assess fees which shall be divided equally among those residents that have water connection. If cost of any repair or maintenance is more than can be accumulated from the above, the Association shall seek a loan allowing the President and Vice-President of the Association to sign for same. Payments from those lot owners with water connection will be collected on a quarterly bases to cover the loan payments until the loan is repaid.

## **SPECIAL ASSESSMENTS**

6.04 If the Board of Directors at any time, and from time to time, determine that the Annual Assessments assessed for any period are insufficient to provide for the continued operation of the Subdivision or for other expenditures the Board of Directors is authorized to make under these Restrictions, then the Board of Directors shall have the authority to levy Special Assessments as it shall deem necessary to provide for such continued maintenance, operation and other expenditures. Without limiting the generality of the foregoing, such Special Assessments may be assessed because of casualty or other loss to any part of any common area, improvement of any common area, to make up for deficiencies caused by nonpayment of Annual Assessments by owners, or to pay ad valorem taxes. The Board of Directors shall have the right, without the approval of the owners, to levy a Special Assessment in the amount of up to one hundred percent (100%) of the Annual Assessments for the current fiscal year of the Association. No Special Assessment in excess of one hundred percent (100%) of the Annual Assessments for the current fiscal year of the Association shall be effective unless the same is approved in writing by owners holding not less than two-thirds (2/3rds) of the aggregate of the votes of membership of the Association at any meeting duly called for such purpose. Any Special Assessment shall be payable (and the payment thereof may be enforced) in the manner herein specified for the payment and enforcement of the Annual Assessments, with the due dates for such Special Assessments being established by the Board of Directors.

## EFFECT ON NONPAYMENT OF ASSESSMENTS

6.05 Any assessment (Annual or Special) not paid within thirty (30) days after the due date shall bear interest from the due date at the lesser of the rate of eighteen percent (18%) per annum or the maximum rate permitted by law. The Association may bring an action at law against the owner personally obligated to pay the same, or foreclose the hereinafter described lien against the owner's lot. No owner may waive or otherwise escape liability for the assessments provided herein by non-use of the Maintenance Area or abandonment of his lot.

## LIEN TO ENFORCE PAYMENT OF ASSESSMENTS

6.06 (a) In order to secure the payment of the assessments hereby levied, a vendor's lien for the benefit of the Association, shall be and is hereby reserved in the Deed from the Developer to the purchaser of each lot or portion thereof, which lien shall be enforceable through appropriate judicial proceedings by the Association. As additional security for the payment of the assessments hereby levied, each owner of a lot in the Project, by such party's acceptance of a deed thereto, hereby grants the Association a lien on such lot which may be foreclosed on by non-judicial foreclosure and pursuant to the provisions of Section 51.002 of Texas Property Code; and each such owner hereby expressly grants the Association a power of sale in connection therewith. The Association shall, whenever it proceeds with non-judicial foreclosure pursuant to the provisions of said Section 51.002 and said power of sale, designate in writing a Trustee to post or cause to be posted all required notices of such foreclosure sale and to conduct such foreclosure sale. The Trustee may be changed at any time and from time to time by the Association by means of a written instrument executed by the President or any Vice President of the Association and filed for record in the Real Property Records of Limestone County, Texas. In the event that the Association has determined to non-judicially foreclose the lien provided herein pursuant to the provisions of said Section 51.002 and to exercise the power of sale hereby granted, the Association shall mail to the defaulting owner a copy of the Notice of Trustee's Sale no less than twenty-one (21) days prior to the date of which said sale is scheduled by posting such notice through the U. S. Postal Service, postage prepaid, registered or certified, return receipt requested, properly addressed to such owner at the last known address of such owner according to the records of the Association. Out of the proceeds of such sale, there shall first be paid all expenses incurred by the Association in connection with such default, including reasonable attorneys' fees and a reasonable trustee's fee, second, from such proceeds there shall be paid to the Maintenance Fund an amount equal to the amount in default and, third, the remaining balance shall be paid to such owner. Following any such foreclosure, each occupant of any such lot foreclosed on and each occupant on any improvements thereon shall be deemed to be a tenant at sufferance and may be removed from possession by any and all lawful means, including a judgment for possession in an action of forcible detainer and the issuance of writ of restitution thereunder.

(b) In addition to foreclosing the lien hereby retained, in the event of nonpayment by any owner of such owner's portion of any assessment, the Association may, acting through the Board, upon ten (10) days prior written notice thereof to such nonpaying owner, in addition to all other rights and remedies available at law or otherwise, restrict the rights of such non-paying owner to use the common areas, if any, in such manner as the Association deems fit or appropriate and/or suspend the voting rights of such nonpaying owner so long as such default exists.

(c) It is the intent of the provisions of this Section VI to comply with the provisions of said Section 51.002 relating to non-judicial sales by Power of Sale, and in the event of the amendment of said Section 51.002 hereafter, the President or any Vice President of the Association, acting without joinder of any other owner or mortgagee or other person may, by amendment to the Restrictions filed in the Real Property Records of Limestone County, Texas, amend the provisions hereof so as to comply with said amendments to Section 51.002.

(d) In addition to the right of the Board of Directors to enforce assessments, the Board of Directors may file a claim or lien against the lot of the delinquent owner or member by recording a notice ("Notice of Lien") setting forth (a) the amount of the claim of delinquency, (b) the interest and costs of collection which have accrued thereon, (c) the legal description and street address of the lot against which lien is claimed and (d) the name of the owner thereof. Such Notice of Lien shall be signed and acknowledged by an officer of the

Association or other duly authorized agent of the Association. The lien shall continue until the amounts secured thereby and all subsequently accruing amounts are fully paid or otherwise satisfied. When all amounts claimed under the Notice of Lien and all other costs and assessments which may have accrued subsequent to the filing of the Notice of Lien have been fully paid or satisfied, the Association shall execute and record a notice releasing the lien upon payment by the owner of a reasonable fee as fixed by the Board of Directors to cover the preparation and recordation of such release of lien instrument.

(e) The lien described in this paragraph 6.06 and the superior title herein reserved shall be deemed subordinate to a first lien or liens of any bank, insurance company, mortgage company, mortgage corporation, savings and loan association, or other "institution lender", university, pension and profit sharing trust or plan, or other bona fide third party lender which may have heretofore or may hereafter lend money in good faith for the purchase or improvement of any lot and any renewal, extension, rearrangement or refinancing thereof. Each first mortgagee of a mortgage encumbering a lot who obtains title to such lot pursuant to the remedies provided in the mortgage or by judicial foreclosure shall take title to the lot free and clear of any claims for unpaid assessments or charges against such Lot which accrued prior to the time such holder acquires title to such Lot. No such sale or transfer shall relieve such holder acquiring title to a lot from liability for any assessments thereafter becoming due or from the lien thereof. Any other sale or transfer of a lot shall not affect the Association's lien for assessments. The Association shall use its best efforts to give each first mortgagee sixty (60) days advanced written notice of the Association's proposed foreclosure of the lien described in this Section VI, which shall be sent to the nearest office of such first mortgagee by prepaid United States registered or certified mail, return receipt requested, and shall contain a statement of delinquent assessments upon which the proposed action is based; however, the Association's failure to give such notice shall not impair or invalidate any foreclosure conducted by the Association pursuant to the provisions of Section VI hereof.

## VII.

### WATER

7.01 There exists two (2) four (4) inch water wells each with a two (2) h. p. pump and pressure tank located on lots designated as a water well sites (Lot #2 and #18) on the aforesaid plat of the subdivision. water lines are run to the other lots to be served by such water well, specifically all lakefront lots.

7.02 Each water well and equipment will be owned by the owners of the lots served by the well.

7.03 The owner of the lot upon which the water well is situated shall be responsible for the maintenance and operation of the water well. The costs of the maintenance and operation of such well shall be assessed equitably to the owners of the lots served by the well.

7.04 Water service provided by the aforementioned wells are for the exclusive use of lakefront lot or building site owners. Each lakefront lot or composite building site is entitled to one residential-type service and supplemental service lines for hose bibs and irrigation. Owners of lakefront lots or building sites may extend water service to off-water lots except that water service is limited to one residential-type service for the combined areas being serviced.

7.05 In the event a lot owner fails to promptly pay his share of the maintenance and operation expenses, the lot owner's water supply may be shut off and the lot owner will not be entitled to receive water from the water well until such delinquency is paid.

### **VIII. AMENDMENT**

8.01 Except as otherwise provided by law, the provisions hereof may be amended prior to the expiration period of this document as stated in paragraph 1.04 by a written instrument executed and acknowledged on written signature page by owners entitled to cast not less than two-thirds (2/3rds) of the aggregate of the votes of membership in the Association, but no such amendment shall be effective until a written notice thereof is duly recorded in the office of the County Clerk of Limestone County, Texas.

### **IX.**

9.01 All of the provisions hereof shall be covenants running with the land thereby affected. The provisions hereof shall be binding upon and insure to the benefit of the owners of the land affected, the Developer and the Associations, and their respective heirs, executors, administrators, successors, and assigns.

### **X.**

### **MERGERS AND CONSOLIDATIONS**

10.01 The Association may participate in mergers and consolidations with other non-profit corporations organized for the same purposes, provided that any such merger, consolidation or annexation shall have the consent (in writing or at a meeting duly called for such purpose) of those members entitled to cast not less than two-thirds (2/3rds) of the aggregate of the votes of both classes of membership of the Association (if there is still a Class B membership; otherwise by not less than two-thirds (2/3rds) of the Class A members). Upon a merger or consolidation of the Association with another association as provided in its Articles of Incorporation, the properties, rights and obligations may, by operation of law, be transferred to another surviving or consolidated association, or alternatively, the properties, rights and obligations of another association may, by operation of law, be added to the properties, rights and obligations of the Association as a surviving corporation pursuant to the merger. The surviving or consolidated association will be subject to the covenants and restrictions established by these Restrictions within the Subdivision, together with the covenants and restrictions established upon any other properties as one scheme. No such merger or consolidation, however, shall affect any revocation, change or addition to the covenants and restrictions established by these Restrictions with respect to the Subdivision, except as changed by amendment of these Restrictions.

### **XI.**

### **CORRECTION OF ERRORS**

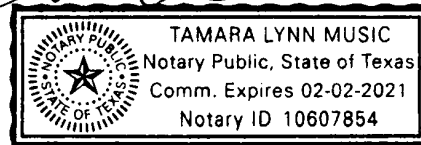
11.01 Pin Oak Cove Home Owners Association reserves, and shall have the continuing right to amend these Restrictions or the By-Laws for the purpose of clarifying or resolving any ambiguities or conflicts herein, or correcting any inadvertent misstatements, errors or omissions herein, provided that no such amendment shall change the voting rights, proportionate share of assessments or property description of any owner's mortgagee who did not join in the execution of such correction instrument.



The attached signatures represent the Pin Oak Cove Community Association members present at the special called business meeting, either in person or by proxy, held November 8, 2020. The documents being filed were approved by a 2/3 majority of all property owners.

*[Handwritten Signature]* / PRESIDENT / 11-12-20  
Signature / Office / Date

*[Handwritten Signature]* 11/12/2020

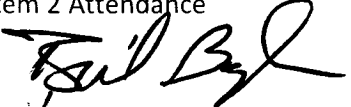

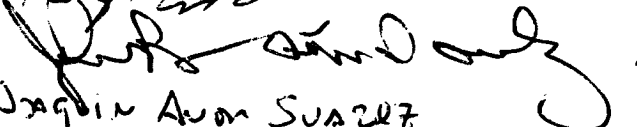
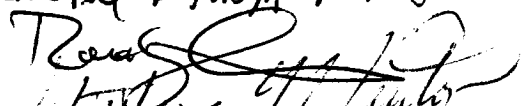
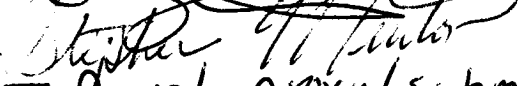


## Pin Oak Cove Special Called Business Meeting


November 8<sup>th</sup> 2020

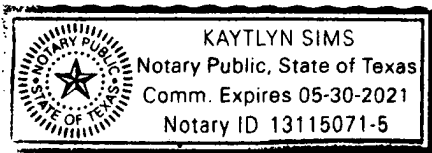
Item 1 Call to order


Item 2 Attendance

- 1  BILL BOYLE
- 2 Yondalyn Talley - Proxy - sent to Secretary (Sarah Boyle)
- 3 Billy Roberts - Proxy - sent to Secretary (Sarah Boyle)
- 4 Steven & Julie Slusher
- 5 KEVIN & EMILIA KASTEN
- 6 
- 7 
- 8 Jagoin Ann Suarez
- 9 Nora Melina
- 10 Mike Lillard 11/8/2020
- 11 Kevin & Vita Register
- 12 Laurie & Timmy Patton
- 13 
- 14 
- 15 J. Register proxy (submitted by K Register)
- 16

The attached signatures represent the Pin Oak Cove Community Association members present at the special called business meeting, either in person or by proxy, held November 8, 2020. The documents being filed were approved by a 2/3 majority of all property owners.

 Barry Vice President 11/12/20  
*Signature/Office/Date*





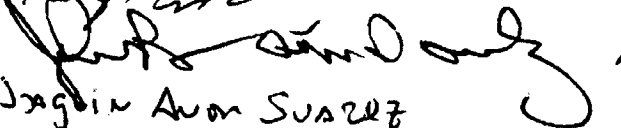
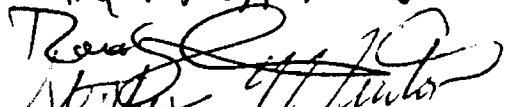
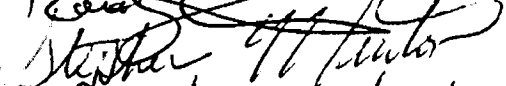
  
11/12/2020

## Pin Oak Cove Special Called Business Meeting

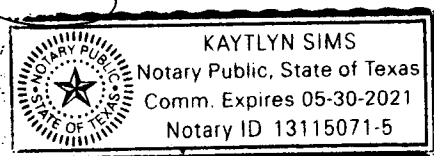
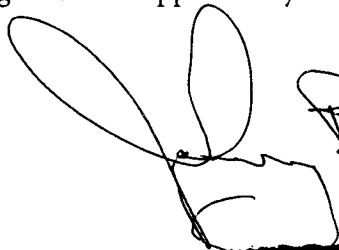
November 8<sup>th</sup> 2020

## Item 1 Call to order

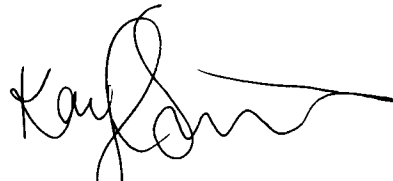
## Item 2 Attendance

- 1  Bill Boyle
- 2 Yondelyn Talley - Proxy - sent to Secretary (Sarah Boyle)
- 3 Billy Roberts - Proxy - sent to Secretary (Sarah Boyle)
- 4 Steven & Julie Slusher
- 5 KEVIN + CHERA KASTEN
- 6  Tara
- 7  J. Register only.
- 8 Jagin Ann Suarez
- 9 Nora McInnis
- 10 Mike V. 11/8/2020
- 11 Kean + Vita Register
- 12 Kean + Vita Register
- 13  K. Register
- 14  J. Register
- 15 J. Register proxy (submitted by K Register)
- 16

The signatures listed on this page represent the Pin Oak Cove Community Association members present at the special called business meeting, either in person or by proxy, held on Sunday, November 8, 2020. The documents being filed were approved by a 2/3 majority of all property owners.



Boris Vice President 11/12/20

  
11/12/2020