

**RESTATED AND AMENDED DECLARATION OF RESTRICTIONS, COVENANTS AND CONDITIONS  
FOR  
THE PINEYWOODS LAKE RESORT SUBDIVISION**

**Declarant:** *Pineywoods Lake Resort Homeowner's Association  
P. O. Box 1073  
Frankston, Texas 75763*

*The Pineywoods Lake Resort Homeowner's Association is established by filing its certificate of formation with the Texas Secretary of State and is governed by the Certificate, the Declaration and the Bylaws. Pineywoods Lake Resort Homeowner's Association operates as a Non-profit Corporation (Charter No. 1186705). The Association has the powers of a non-profit corporation for the Subdivision under the Texas Business Organization Code, the Texas Property Code and the Governing Documents of the Association, its successors and assigns.*

*The Association imposes the Restrictions, Covenants and Conditions on the Subdivision. All Owners or Occupants by their occupancy agree that the Subdivision is subject to these Restrictions, Covenants and Conditions and that they are necessary to establish a uniform plan for the development and use of the Subdivision for the benefit of All Owners.*

*The Board of Directors is elected by the Homeowner's Association Members. All Board members serve on a voluntary basis and receive no payment or compensation for services provided. The affairs of the Corporation are managed by the Board. The Homeowner's Association Board may adopt rules that do not conflict with law or other Governing Documents.*

*All restrictions, covenants and conditions run with the land and are binding upon any developer, owner or purchaser of any property within the subdivision, their heirs, successors, executors, administrators and assigns in perpetuity.*

**Membership and Voting Rights:** *The Association has one class of Voting Member. Every property owner is a member of the Association. When more than one person is an owner each is a member but only one vote may be cast. Members may own more than one lot but each member will be entitled to only one vote.*

**RESTRICTIONS, COVENANTS AND CONDITIONS**

- 1. Permitted Use:** *A lot may be used only for an approved Residence and approved Structures for use by a Single Family. "Single Family" means a group of individuals related by blood, adoption or marriage or a number of unrelated roommates not exceeding the number of bedrooms in a Residence. Any lot with an additional Residence (guest house, etc.) is strictly for short term, temporary use, and cannot be occupied on a permanent basis by anyone other than the owner.*

2. **Camping:** Each property owner will have the right to camp on their vacant lot for a period not to exceed 72 hours. An extension may be submitted and granted in writing by the Board. Before leaving the property, all trash and debris must be placed in a trash can or taken with the owner and disposed of properly.
3. No lot may be subdivided. Lots may be combined for a single building site with written approval of the Architectural Control Committee.
4. **Lake Front Lots:** 1500 Square Feet Minimum (excluding porches, garage or carport). The front of the Residence must face the street. All Residences or Structures must be erected and maintained a minimum of thirty (30) feet from the front/street property line. No Residence or Structure may be erected within one hundred (100) feet of the Pinewoods Lake Line. Any Residence or Structure must be ten (10) feet from the side property line. No Residence or Structure may be more than two (2) stories. Written approval must be obtained prior to construction of or changes to a pier or dock.
5. **Lake View or Interior Lots:** 1800 Square Feet minimum (excluding porches, garage or carport). The front of the Residence must face the street. All Residences or Structures must be erected and maintained a minimum of thirty (30) feet from the front/street property line. Any Residence or Structure must be ten (10) feet from the side and or rear property line. No Residence or Structure may be more than two (2) stories.
6. No existing building or part of an existing building or structure may be moved onto or placed on any lot including mobile homes, manufactured homes, house trailers or buses. One (1) of the following will be allowed but cannot be used as a temporary or permanent residence: Travel Trailer, Camper or Motor Home not to exceed twenty eight (28) feet in length. No semi-trailer trucks will be permitted to park on streets, driveways or lots at any time.
7. All plans for septic systems must be approved by the appropriate municipal or state agency and submitted to the Architectural Control Committee before commencement of construction.
8. No Residence or other Structure (including sidewalk, driveway, fence, tennis court, swimming pool, outbuilding or recreational equipment, etc.) may be erected, placed or altered on any lot until two copies of the construction plans and specifications, including all exterior materials, and a location plot showing placement of any structure has been submitted to and approved in writing by the Architectural Control Committee. Construction must be completed six (6) months from start date.
9. No temporary structure or trailer may be placed on any lot during construction. No outdoor toilets may be constructed or placed on any lot. Self-contained portable toilets may be used during construction only.

10. **Easements:** *The Homeowner's Association reserves a five (5) foot easement along the perimeter of each lot for the purpose of construction and/or maintenance by utility services. No other easement or right of way may be granted without written approval of the Homeowner's Association.*
11. **Maintenance:** *Each owner must keep their lot, landscaping, residence and all structures in a well maintained condition.*
12. **Trash:** *No cans, bottles, paper, trash, rubbish, tires or car parts may be placed, deposited or accumulated on any lot. All garbage must be kept in a water tight thirty (30) gallon maximum container and disposed of properly (such as a trash pick-up service).*
13. *Building materials may only be stored on a lot during construction or renovation of a Residence or Structure.*
14. *No unsightly objects may be stored on any lot unless completely shielded by a structure.*
15. **Damaged or Destroyed Residences or Structures:** *Repairs must be completed within six (6) months unless otherwise approved by the Architectural Control Committee. Any Residence or structure damaged beyond repair must be demolished and removed and the lot restored to a well maintained condition at the owner's expense within six (6) months of damage or receipt of notification from the Association.*

#### **ARCHITECTURAL CONTROL COMMITTEE**

1. *As a Committee of the Association, the Architectural Control Committee assists the Association to insure that all residences, structures and landscaping within the subdivision are aesthetically compatible and conform to the governing documents.*
2. *The Architectural Control Committee consists of three (3) but no more than five (5) persons appointed by the Board, one of which is a Board member. The Board may remove or replace a member at any time by a majority vote. All members serve on a voluntary basis and receive no payment or compensation for services provided.*
3. *Subject to Board approval, the Architectural Control Committee may adopt standards that do not conflict with the other Governing Documents to carry out its purpose.*
4. *No Residence or Structure may be erected on any Lot, nor the exterior altered by construction, unless plans, specifications and any other documents requested by the Committee have been submitted and approved in writing. The plans and specifications must show exterior design, height, building materials, location of Residence and Structures and be submitted on forms supplied by the committee.*

5. *Within 30 days of submission of plans by an owner, the Architectural Control Committee must notify the owner of any further documents or information required. In the absence of any further requests for information or documents the **submission** will be accepted as complete.*
6. *If the Committee fails to give notice of disapproval within forty five (45) days, the submitted plans and specifications stand as approved.*
7. *The Committee may approve any **variance** from any regulation or provision when presented in writing.*
8. *An owner may **appeal** any action of the Architectural Control Committee to the **Board** in writing within ten (10) days after the action. The Board is required to consider the appeal within twenty (20) days. The determination by the Board is final.*

#### **PROHIBITED ACTIVITIES**

1. *No illegal or offensive activity that is an annoyance or nuisance to the neighborhood.*
2. *No dumping of trash, rubbish, discarded appliances, car parts, rocks, soil or tires on roadways or any property within the Pinewoods Lake Resort Subdivision.*
3. *No Hunting or Recreational Shooting on any property within the Subdivision. This restriction **does not** prevent an owner from exercising their right to protect themselves or their property from predators.*
4. *No vehicles other than those in a garage and/or carport or operable vehicles on a driveway are allowed.*
5. *No livestock, pigs or poultry allowed. Domestic animals such as dogs or cats must be confined to the owner's property. No domestic pets may be kept, bred or maintained for commercial purposes. Owners are responsible for any destruction of property or injury to others by their pets.*
6. *No commercial or professional activity except reasonable home office use.*
7. *No For Sale, For Rent, Garage Sale or Political sign over five (5) feet square permitted on any lot.*
8. *No 4/wheel activity allowed on any property without prior permission.*
9. *No changes in drainage patterns allowed without the Association's approval.*

## **ASSESSMENTS**

1. **Authority:** *The Association may levy Assessments to promote the recreation, health, safety and welfare of the residents in the Subdivision. These Assessments will fund operating expenses of the Association and improvements or maintenance on any Common Areas that are designated now or in the future.*
2. **Personal Obligation:** *An Assessment is a personal obligation of each Owner.*
3. **Creation of Lien:** *Assessments are secured by a continuing lien on each Lot created by this Declaration in favor of the Association. Each Owner grants the lien, together with the power of sale, to the Association to secure Assessments. The lien granted to the Association is subordinate to any lien granted by an owner (mortgage, etc.) against a lot not prohibited by the Texas Constitution. The foreclosure of a superior lien extinguishes the Association's lien in regards to Assessments due before the foreclosure.*
4. **Commencement:** *A Lot becomes subject to Assessments upon approval of these Declarations by a majority vote of the Owners.*
5. **Regular Assessments:** *Dues are levied by the Association annually to fund the anticipated operating and maintenance expenses of the Association.*
6. **Changes in Regular Assessments:** *Regular Assessments may be changed by the Association. Any Assessment recommended by the Board must be approved by a majority vote of Members. Written notice of any change in the Assessment must be sent to every Owner at least thirty (30) days before its effective change date.*
7. **Collections:** *Regular Assessments will be collected yearly in advance payable on or before July 1st of each year.*
8. **Special Assessments:** *In addition to the Regular Assessments, the Board may recommend Special Assessments only for the purpose of funding the cost of any repairs or maintenance and only when required funds exceed those available from the Regular Assessments. Any Special Assessment must be approved by a majority vote of Members. Written notice of the terms of the Special Assessment must be sent to every Owner.*
9. **Fines:** *The Board may levy a fine against an Owner for a violation of the Governing Documents as permitted by law.*
10. *Any Assessments not paid within thirty (30) days after they are due are considered **delinquent**.*

## **REMEDIAL RIGHTS**

1. **Late Charges and Interest:** *A late charge of \$10 per month will be assessed for each month any payment is delinquent. Late charges will accrue interest at a rate of 10% per year. Late charges or interest may be waived at the discretion of the Board.*
2. **Costs, Attorney's Fees and Interest:** *The Owner is liable to the Association for all costs and reasonable attorney's fees incurred by the Association to collect delinquent Assessments or enforce the Governing Documents of the Association.*
3. **Non-judicial Foreclosure of Lien:** *The Association may foreclose the Association's lien against a Lot by power of sale as permitted by law. The Association may designate a person to act as trustee or otherwise to exercise the power of sale on behalf of the Association.*
4. **Judicial Enforcement:** *The Association may bring action against an Owner to collect delinquent Assessments or enforce a violation of the Governing Documents.*
5. **Remedy of Violations:** *Representatives of the Association may enter onto an Owner's Lot to remedy a violation of the Governing Documents thirty (30) days after notice in writing is sent to the Owner to remedy the violation.*
6. **Suspension of Rights:** *An Owner delinquent in payment of any Assessment may not vote. If an Owner violates the Governing Documents, the Association may suspend the Owner's rights under the Governing Documents in accordance with the law until such time as the violation is corrected.*
7. **Liability:** *An Owner will be held liable to the Association for damage to any Common Areas (owned by the Association or shared with other Associations) caused by the Owner, Owner's Family, Guests, Agent or Independent Contractors in accordance with the law.*

## **PROVISIONS**

1. **Term:** *This Declaration runs with the land and is binding in perpetuity.*
2. **Amendment:** *This Declaration may be amended by a majority vote of Owners. An instrument containing the approved amendment will be signed by the Association and recorded.*
3. **Severability:** *The provisions of this Declaration are severable. If any provision of this Declaration is invalidated or declared unenforceable the other provisions remain valid and enforceable.*
4. **Waiver:** *Failure by the Association or an Owner to enforce the Governing Documents is not a waiver.*

5. **Notices:** Any notice required or permitted by the Governing Documents must be in writing. To the extent required by law, notices regarding **remedial rights** must be given by certified mail with a return receipt requested. All other notices may be given by regular mail. Notice is deemed delivered (whether actually received or not) when addressed to an Owner at that Owner's last known address according to the Association's records and properly deposited with the United States Postal Service. Unless otherwise required by law or the Governing Documents, actual notice, however delivered, is sufficient.
6. **Annexation of Additional Property:** Upon written approval of the Board and a majority vote of the Members at a meeting in accordance with the Bylaws, the owner of any property who desires to subject the property to this Declaration may record an annexation agreement that will impose this Declaration on that property.
7. **Corrections:** The Board may correct typographical or grammatical errors, ambiguities or inconsistencies contained in this Declaration provided that any correction does not impair or affect a vested property right of any Owner.
8. **Conflict:** This Declaration controls over the other Governing Documents.

Signed this \_\_\_\_\_ day of \_\_\_\_\_, 2014

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Linda J. Pepenella, President  
Pineywoods Lake Resort HOA

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Lou Remus, Secretary/Treasurer  
Pineywoods Lake Resort HOA

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NOTARY PUBLIC, in and for the state of Texas