

waivers of any or all of the above restrictions, conditions, covenants and assessments as the Developer in its sole discretion may deem reasonably necessary or desirable, without approval of the lot owners”;

NOW, THEREFORE, the Hawg Heaven Property Owners Association, Inc., at a meeting held on October 9, 2004, at which notice of such intent to amend the Deed Restrictions was given, hereby adopt the Restrictions applicable to Hawg Heaven Subdivision, by a majority vote of the members of the Association present at which a quorum was had, and the deed restrictions are hereby amended and restated to be as follows:

1. Such land shall be used for the purpose of one (1) private single family residence per lot and appropriate uses accessory thereto. No building shall be erected upon any lot except one (1) private single family house and garage appurtenant thereto, and no such garage may be erected except simultaneously with or subsequent to the erection of the house. No building or structure shall be built within five (5) feet of the side lines of said lots. No structure shall be erected or placed on said lots unless built of solid, permanent materials with pleasing exterior. No structure shall have tar paper, rolled brick siding or similar materials on the outside walls. Outside materials for pitched roofs shall be asphalt shingles or their equivalent. All structures must comply with applicable government laws, regulations, and ordinances, and if any restrictions or conditions herein do not comply therewith it shall not be construed as a waiver of compliance with any such law, regulation and ordinance. No privies or outside toilet facilities shall be constructed or maintained on any lot, and any sewage disposal systems 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 drains

must be connected with watertight septic tanks or holding tanks of approved construction. No sign of any description may be erected or placed upon any portion of any lot without the express written approval of the Association. No garage or basement shall at any time be used as a temporary or permanent residence. Any structure constructed upon any lot shall be completed within one (1) year from the date of commencement of construction thereof and shall contain not less than five hundred (500) square feet of floor space, exclusive of porches and garage. Prior to the expiration of ten (10) years from the date hereof, all permanent structures shall be approved in writing by the civic group formed pursuant to the provisions of paragraph 10 hereof. If no such civic group is formed, then no approval of structures shall be required after the expiration of ten (10) years from the date hereof.

2. The lots in such Subdivision shall be used for residential purposes only, except those lots which are designated on the official plat of said Subdivision as being commercial lots, and except those lots which may from time to time be designated by the Association for business, recreational, or commercial purposes. Any exceptions for business or commercial purposes shall contain an agreement upon the part of the lot owner that no business shall be offensive or an eyesore, such as a chicken processing plant, or junkyard, etc., or any business that will devalue property in the vicinity thereof. Toolhouses, temporary tents and camping trailers will be permitted provided they are neat and having a pleasing exterior. Permanent trailer houses will be allowed provided that they are factory designed, neat in appearance and have adequate bathroom facilities properly attached to a septic tank and field drain liner or a holding tank.

3. No animals shall be kept or maintained on any lot, except customary household pets, without the written consent of the Association, and the owner must have a minimum of eight (8) lots together. In no case shall animals be kept which would be offensive to other property owners such

as hogs or goats.

4. The Association hereby reserves the right, without further assent or permit from the lot owners, to itself or to grant to any public utility company, municipality or water company, the right to erect and lay or cause or permit to be erected or laid, maintained, removed or repaired in all roads, streets, avenues or ways on which said above described lots about or upon any part of said lots at the election of the Association, electric light, telephone and telegraph poles and wires, water, sewer and gas pipes and conduits, catch basins, surface drains and such other customary or usual appurtenances as may from time to time in the opinion of the Association or any public utility company or municipality be deemed necessary or useful in connection with the beneficial use of said lots, roads, streets, avenues and ways, and only in and on said lots herein above described when necessary to effectuate any of the foregoing purposes, and all claims for damages, if any, caused by the construction, maintenance, and repair thereof, or on account of temporary or other inconveniences caused thereby, against the Association or any public or private utility company or municipality or of any of its or their agents or servants, are hereby waived by the lot owners for themselves and their successors in title. No dedication to public use of roads, alleys or ways is intended by this instrument. The lots, ways or alleys referred to are meant to include those either developed or to be developed in said Subdivision by the Association, and the Association hereby reserves title to the streets and alleys, and reserves the right to dedicate such streets and alleys to the use of the public.

5. All lots in the aforesaid subdivision shall be sold subject to the reservation of all oil, gas and other minerals in and under the property and premises and subject to any and all oil, gas and mineral leases affecting such land and subject to all easements, rights-of-way, stipulations,

restrictions and reservations of record affecting such land.

6. No hunting, or the discharge of firearms, shall be allowed in any area of said subdivision.

7. The Association reserves the right to change any of the covenants or stipulations concerning the use of any of the rights-of-way and easements as the conditions and development of said Subdivision shall warrant, and which shall, in the opinion of the Association, be reasonable, and the purpose of said covenants and restrictions is for the protection of the lot owners in said Subdivision.

8. No merchantable timber upon any lot shall be cut or mutilated before said lot is paid for in full, except that a reasonable sized site for a house may be cleared.

9. All lot owners shall be liable for any injury to themselves or any of their family or guests while in or on any of the roads, lakes or playgrounds or property of said Subdivision or the Association, and the Association shall not be liable for any such injury.

10. The owners of lots purchased in said Subdivision shall pay an annual Maintenance Fee the sum of Twenty and no/100 (\$20.00) Dollars per lot, on the 10th day of April of each year, beginning on the 10th day of April, 1978, to the Association to be used for the upkeep of the roads, parks and common facilities in said Subdivision as set out in the plat of said Subdivision. Effective April 10, 2004 the maintenance fee is increased to \$30.00 per lot. Said Maintenance Fee shall be secured by a lien against said lot, and failure to pay said assessment shall constitute a foreclosure lien against said lot. This lien is in the form of an assessment to run with the ownership of said lots. The Maintenance Fee shall be deemed delinquent if not paid by May 10th of the year in which such maintenance fees are due. The amount of the annual maintenance fee may be adjusted as shall be

determined by a majority vote of the members, represented in person or by proxy, of the Association at the annual meeting of the Association, at which a quorum of the members, represented in person or by proxy, is obtained. Notice shall be given to all lot owners of said annual meeting and of the proposed annual maintenance fee to be determined for the next fiscal year. In the event the proposed maintenance fee fails to obtain the necessary votes at the annual meeting, then the maintenance fee for the next fiscal year shall remain at the same amount as then currently set, but in no event to be less than the amount of the maintenance fee last approved by the Association. Said assessments shall be in the form of a covenant to run with the ownership of the said lots. It is expressly provided that the Vendor's Liens initially retained by Developer and assigned to the Association shall remain in full force and effect. If lot owners sell any portion of their land, they are to notify the 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.

11. The ditches and culverts in the front of each lot shall be kept open, and only the size culverts recommended by the County Commissioner in that precinct shall be installed.

12. The Association reserves the right to enter upon any lot at any time to preserve the restrictions, conditions, covenants and agreements herein contained. Failure to enforce any restriction, conditions, covenant or agreement herein contained shall in no event be deemed a waiver of a right to do so thereafter, as to the same breach, or as to one occurring prior or subsequently thereto, and invalidation of any one of these covenants, or any part thereof, by judgment or court order shall in no way affect any of the other provisions herein contained, or any part thereof, which shall remain in full force and effect. Any written approval by the Association of any act shall be subject to all applicable municipal, county, state or federal rules, regulations, ordinances or laws.

13. The foregoing restrictions, conditions, covenants and assessments shall be deemed and considered covenants running with the herein above described lots and shall be binding upon the lot owners and their heirs, executors, administrators and assigns.

14. The Association reserves the right at any time hereafter to make reasonable changes in or waivers of any or all of the above restrictions, conditions, covenants and assessments as the Association in its sole discretion may deem reasonable necessary or desirable, without approval of the lot owners.

15. 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 whatever upon the Association, and the Association shall not be liable under any provisions hereof for any charge, assessment, breach, act or omission to act.

16. As used herein, the term "Association" shall mean Wiggins Land Company of Texas, Inc., and its successors and legal representatives, as well as any assignee of its rights as Association.

17. These covenants are to run with the land and shall be binding upon all parties and persons claiming under them until January 1, 2023, at which time said covenants shall be automatically extended for successive periods of ten years unless these covenants have been amended a majority of the members of the Association at a meeting of the members at which notice to amend the restrictions is given and a quorum of the members is present voting, in person or by proxy, to amended the covenants, and such amendment being recorded in the records of the County Clerk of Trinity County, Texas agreed to change said covenants in whole or in part.

18. Every property owner in Hawg Heaven Subdivision shall be a member of the Association, and the Association shall be a property owners association as defined by the Texas

Property Code. Each property owner shall have the right of one vote, irregardless of the number of lots owned. "Property Owner" is defined as the legal owner(s) of the lot(s) in the subdivision, as shown by their deed(s) on file with the County Clerk of Trinity County, Texas, plus the spouse of such legal owner(s) if not shown on said deed(s). The Board of Directors of the Association shall have the right to enforce, by any proceeding at law or in equity, all restrictions, conditions, and reservations now or hereafter imposed by these restrictions, and said lawsuit to be brought in the name of the Association, upon a vote by the majority of the Board of the Directors of the Association at the duly called meeting of the Board at which a quorum of Directors is present, against any lot owner who is delinquent in payment of the maintenance fees, as delinquent is defined in these restrictions, and Bylaws of the Association, and/or for any other violation of the deed restrictions. Any lot owner who has not paid the annual maintenance fees, or any other fees assessed by the Association, applicable to the lots he owns, once such maintenance fees are payable as provided by these restrictions as the Bylaws, shall be considered in default. Any lot owner delinquent in payment of any maintenance fees or other fees due on the record date of any meeting, as determined by the Bylaws of the Association, shall not be entitled to vote at any meeting of the members, whether annual or special, and shall not be entitled to hold any directorship of office of the Association.

19. The maintenance fund shall, to the extent available, be applied to the payment of maintenance expenses and/or construction costs incurred for any or all of the following purposes, as determined by the Board of said Associations:

- (a) lighting, constructing, improving, and maintaining streets, sidewalks, paths, parkways, esplanades, or swimming pools, if any;
- (b) improvements 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 clubhouse facilities, ramps, boat landings, boat basins and other similar recreation facilities on areas so reserved by Association; and
- (e) doing any other thing necessary or desirable in the opinion of the Board of said Association to keep the property neat and in good order or which considered of general benefit to the owners or occupants of Hawg Heaven Subdivision including any expenses incurred in enforcing any provisions of the restrictions, including any amendments thereto, on file in the County Clerk's office of Polk County, Texas.

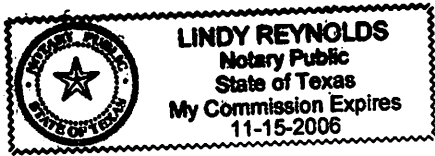
These Amended and Restated Restrictions shall be effective as of the date of filing of this document.

HAWG HEAVEN PROPERTY OWNERS
ASSOCIATIONS, INC.

BY: Frank Trevathan
FRANK TREVATHAN, President

STATE OF TEXAS *
COUNTY OF TRINITY *

This instrument was acknowledged before me on the 8th day November, 2004, by FRANK TREVATHAN, President, Hawg Heaven Property Owners Association, for the purposes and consideration and in the capacity stated therein.



Lindy Reynolds
Notary Public, State of Texas

After Filing Return to:

Travis E. Kitchens, Jr.
Evans and Kitchens, Lawyers
P. O. Drawer 310
Groveton, Texas 75845

STATE OF TEXAS }
COUNTY OF TRINITY }

I, Diane McCrory Clerk of the County Court in and for said county, do hereby certify that this annexed and foregoing instrument of writing with its certificate of authentication, was filed and recorded for record in my office 9 day of Nov. 20 04, at 4:10 o'clock P M. In Official Record of said County in Vol. 734 on page 708. Witness my hand and the seal of the County Court at office in Groveton, Texas, the day and the year last above written.



Diane McCrory
County Clerk Court Trinity County, Texas
By: *Diane McCrory*

FILED

at 4:10 o'clock P M

NOV 09 2004

DIANE MCCRORY
COUNTY CLERK, TRINITY CO., TEXAS
By: *Diane McCrory* Deputy