

WHEREAS, the ballots for adopting an amendment procedure were canvassed and counted on September 3, 2011, where a total of 11 votes were cast, 8 of which votes were in favor of the following amendment procedure for the deed restrictions for the Port Adventure Subdivision, Section Seven, being more than the required two-thirds (2/3) vote for adoption of such amendment procedure:

The members of the Port Adventure Property Owner's Association shall have the right at any time hereafter to amend the deed restrictions applicable to Section Seven of the Port Adventure Subdivision, which restrictions were filed of record at Vol. 389, page 217, et seq., of the Official Records of Trinity County, Texas, by a majority vote of the members of the Association voting in favor of such amendment to any or all of the restrictions, conditions, and covenants applicable to Section Seven of the Port Adventure Subdivision, by the members of the association at a special or annual meeting at which a quorum is had, with each member who is not delinquent in payment of maintenance fees being entitled to one (1) vote for all lots owned in Section Seven.

and

WHEREAS, a Certification of the Chapter 211 Election Results for the Port Adventure Subdivision, Section Seven, Trinity County, Texas, was filed with the Trinity County Clerk at Vol. 880, pages 525, et seq., Official Public Records of Trinity County, Texas; and

NOW THEREFORE, the following restated and amended restrictions were adopted by the property owners of the Association, at as special meeting held on December 3, 2011, pursuant to the provisions of amendment procedure for Section Seven, as provided for by the Chapter 211 election identified and referenced above, and have been adopted:

Restrictions

1. These covenants are to run with the land and shall be binding upon all parties and all persons claiming under them until January 1, 2020 A.D., at which time said covenants shall be automatically extended for successive periods of Ten (10) years unless amended as provided herein: The members of the Port Adventure Property Owner's Association shall have the right at any time hereafter to amend the deed restrictions application to Section Seven of the Port Adventure Subdivision, which restrictions were filed at record at Vol. 389, page 217, et seq., of the Official Records of Trinity County, Texas, by a majority vote of the members of the Association voting in favor of such amendment to any or all of the restrictions,

conditions, and covenants applicable to Section Seven of the Port Adventure Subdivision, by the members of the association at a special or annual meeting at which a quorum is had, with each member who is not delinquent in payment of maintenance fees being entitled to one (1) vote for all lots owned in Section Seven.

2. Enforcement of Deed Restrictions.

- (a) Subject to the provisions of the (d) of this paragraph, if any person or entity, as defined hereinafter, whether or not lawfully in possession of any real property hereunder, shall either (i) violate or attempt to violate any restriction or provision herein or (ii) suffer to be violated (with respect to the real property in which such person or entity has rights other than the rights granted by this sentence) any restriction or provision herein, it shall be lawful for the Association and/or any person or entity, as defined hereinafter, possessing rights with respect to any real property hereunder, to prosecute any proceedings at law or in equity against any such person or entity violating, attempting to violate and/or suffering to be violated any restriction or provision herein to (i) prevent such violation, (ii) recover damages of other dues for such violation, and (iii) recover courts costs and reasonable attorney's fees incurred in such proceedings. "Person or entity", as used in the immediately preceding sentence hereof, shall include, but shall not be limited to, all owners and purchasers of any real property hereunder, as well as all heirs, devisees, assignees, legal representative and other persons or entities who acquire any of the rights (with respect to the real property hereunder) of the owner or purchaser of any real property hereunder.
- (b) The Association has the right, but not the exclusive duty, to take action to enforce any violation of these deed restrictions.
- (c) Neither the directors nor officers of the Association, shall have any liability or responsibility at law nor in equity on account of the enforcement of, or on account of the failure to enforce, these restrictions. An exercise of discretionary authority by the Association concerning a restrictive covenant is presumed reasonable unless the court determines by a preponderance of the evidence that the exercise of

discretionary authority was arbitrary, capricious, or discriminatory.

- (d) Notwithstanding any other provisions hereof, the Association shall not be liable nor subject to any proceeding at law or in equity on account of any violation or attempted violation of any restriction or provision herein which occurs during such time as there is in force a contract to purchase the property where such violation or attempted violation takes place.
3. No building shall be erected, placed or altered on any building or mobile home tract in this Subdivision until the plans, specifications, and plat plans showing the location of such building or mobile home and skirting have been approved in writing as to conformity and harmony of external design with the existing structures in the Subdivision, and as to location with respect to topography and finished ground elevation by the Association, or by a representative designated by the Association. The Board of Directors shall have the authority to develop, adopt and enforce architectural guidelines, by resolution duly adopted, which architectural guidelines shall be filed of record with the County Clerk of Trinity County, Texas.
4. The Board of Directors shall have the authority to adopt rules and regulations concerning any common areas that may be owned, or controlled, by the Association, now or in the future, including but not limited to any boat ramps, piers, parks and other common areas.
5. Garbage depositories, clothes lines, LP Gas storage tanks and mobile home tongues on every site must be enclosed and hidden from view of all residents of Port Adventure.
6. No outside privies, or toilets, shall be permitted in the Subdivision. All toilets shall be inside the houses and prior to the occupancy, the same shall be connected to a central sewage disposal system. When a central sewage treatment plant and disposal system is established to serve this Subdivision, whether publicly or privately owned or operated, then all of the tract owners, and/or occupants, to who such sewage service is available, shall connect their premises thereto for sewage disposal, paying the established rates and all connection fees or charges therefore at their expense and from and after the time such sewage disposal service available to any lot, no septic tank, whether therefore or thereafter built or installed, shall be used in connection with any tract.

7. The use or discharge of firearms, pellet guns or air rifles or pistols are expressly prohibited.
8. No lot shall be used or maintained as a dumping ground for trash, rubbish, garbage or other wastes, and/or storage of junk or unusable motor vehicles, trailers, tractors equipment, building materials. All motor vehicles parked on any tract shall be maintained in operating conditions with license plates and inspection stickers is required by law. Trash, garbage, rubbish and other wastes shall be kept only in sanitary containers. All incinerators or other equipment for the storage or disposal of such materials shall be kept in a clean and sanitary conditions. Each lot owner shall be responsible for disposing of his own trash, garbage, rubbish and other wastes. No building material of any kind or character shall be placed or stored upon a lot or premises until the owner thereof is ready to commence construction or improvements thereon.
9. If open carports are used, no unsightly storage and/or unsightly vehicles shall be permitted in view of other residents of Port Adventure.
10. The drainage of sewage into a road, street, alley, ditch or any waterway, either directly or indirectly, is prohibited. This shall not apply to the discharge of effluent from a sewage treatment plant serving the Subdivision.
11. Camping Vehicles, Buildings, and Other Structures: Subject to the limitations and other provisions of these restrictions the following may be used for residential or camping purposes:
 - (a) *Mobile campers (travel trailers)*
 - (b) Portable campers (modular structures)
 - (c) Motor homes
 - (d) Mobile homes
 - (e) Conventional built residences and other structures as approved by the Architectural Committee
 - (f) Tents
12. Minimum Camper and/or Structure Requirements:

The following are mandatory requirements to be used by the Architectural Control Committee in its approval of design, appearance and condition of camper and/or structure facilities.

 - (a) Mobile campers: The unit must be of professional construction and in good repair

- and of an attractive design and appearance. A recent photograph of the unit shall be submitted with the application for approval referred to in the restrictions.
- (b) Portable camper: The unit must be of commercial quality, in good repair and of an attractive design and appearance. Portable or skid campers shall contain not less than 400 square feet of floor space in the enclosed living area, exclusively of open or screened porches or breezeways. It is especially provided that all exterior walls except redwood and cedar must be painted or stained or if not painted then constructed of an approved commercial exterior material other than metal. A recent photograph of the unit shall be submitted with the application for approval referred to in the restrictions.
- (c) Motor Homes: The unit must be professional construction and in good repair and of an attractive design and appearance. A recent photograph of the unit shall be submitted with the application for approval referred to in the restrictions.
- (d) Mobile Homes: The unit must be professional construction and in good repair and of an attractive design and appearance. Mobile homes shall be of a minimum size of 10 feet by 40 feet. A recent photograph of the unit shall be submitted with the application for approval referred to in the restrictions. Each mobile homes, within 60 days, must be tied down and fully enclosed around the bottom in a manner and with materials approved by the Architectural Control Committee.
- (e) Conventional built residence - Each Conventional built residence shall contain not less than 600 square feet of floor space in the enclosed living area, exclusively of opened or screened porches, breezeways, or garage. Exterior walls shall be constructed of masonry, wood or other commercial siding approved by the Architectural Control Committee. Plans of such conventional built residence must be submitted prior to beginning of construction as set out under the guidelines of the Architectural Control Committee.
- (f) Tents - Tents shall be of professional design and appearance. Tents can be used for temporary camping only and cannot be left set up on the lot unattended for more than 24 hours at any one time.

- (g) Storage Building - The unit may not exceed 100 square feet and must be of commercial quality and in good repair and of an attractive design and appearance. All exterior walls except redwood and cedar must be painted or stained if not painted then constructed of an approved commercial exterior material other than metal. A recent photograph of the unit shall be submitted with the application for approval referred to in the restrictions.
13. Removal of Non-Conforming Campers or Structures: In the event of default on the part of the owner or occupant of any lot in observing the requirements of these restrictions and/or the requirements of the Architectural Control Committee and with such default continuing after ten (10) days written notice thereof, the Association, or its or their assigns shall, without liability to the owner or occupant in trespass, damage or otherwise, enter upon said lot and remove the Camper, Mobile Homes or other structures in default. The owner or occupant, as the case may be, agrees by the purchase or occupation of the property to pay the cost of such removal and any storage fees immediately upon the receipt of a statement thereof. The mailing of ten (10) days notice to the address shown on Association's records shall be deemed to be full compliance by the Association of its duty to notify in writing set out hereinabove.
14. All recreational vehicles, mobile homes and modular homes of any nature must be approved in writing by the Association as to its size, condition, appearance and sanitary facilities, before installation on a lot in this Subdivision.
15. All lots in Section Seven of Port Adventure excepting those designated for campers shall be used for single family residential purposes and each lot shall be limited to one dwelling. The term "residential purposes" as used herein shall be held and construed to exclude hospitals, clinics, nursing homes, duplex houses, apartment houses, boarding houses, hotels and all other commercial uses as all such uses of said property are hereby expressly prohibited. No building shall be erected, altered, placed or permitted to remain on any residential tract or lot other than one detached single-family dwelling and private garage. No property shall be rented or leased without a written agreement. Any rental or lease of property must be for a period of time of at least NINETY (90) days. Any rental or lease shall provide, in writing,

- that the renter or lessee has received a copy of the Deed Restrictions and agrees to be bound by same and comply with all Deed Restrictions. Rental or lease of the lot and residence shall not relieve the property owner from compliance with these Deed Restrictions.
16. No noxious or offensive trade or activity shall be carried on upon any lot nor shall anything be done thereon which may become an annoyance or nuisance to the neighborhood as a whole. Outdoor burning of tree limbs, grass, leaves, or other paper or wood products is permitted. Residents must comply with any local burn bans that may be in effect and should always practice fire safety. Burning of toxic materials is strictly prohibited.
 17. No animals, livestock, poultry, or exotic animals, birds or pets of any kind shall be raised, bred or kept on any lots in Port Adventure, except that dogs, cats, and other normal household pets may be kept, provided the number is kept at a minimum in proportion of the size lot and not kept, maintained, or bred for any commercial purposes of any kind. Household pets of an unusual or extraordinary nature are prohibited. Dogs are not allowed to run loose in the subdivision.
 18. Signs shall not be displayed to the public view. Signs shall only be permitted on the lots in this subdivision as authorized by Section 202.009 of the Texas Property Code, as may be amended from time to time by the Texas Legislature. A property owner shall have the right to display "for sale" signs for the sale of their home and/or lot, provided that the sign does not exceed 2' x 3', and further provided that the sign is to be removed within thirty (30) days after sale. A property owner shall be entitled to display "vendor" or "contractor" signs, but any such signs shall be removed within thirty (30) days of completion of the work. Nothing herein is intended to prevent a property owner from posting a "No Trespassing" sign.
 19. No oil drilling, oil development operations, oil refining, quarrying or mining operations of any kind shall be permitted upon any lot, nor shall oil well, tanks, tunnels, mineral excavations or shafts be permitted on any lot. No derrick or any other structure designed for use in boring for oil or natural gas shall be erected, maintained or permitted upon any lot.
 20. No detached improvement shall be erected or maintained on any part of any tract forward of the front building line of any lot or tract.
 21. No boats, trailers, trucks, truck campers or camper tops may be parked in front of the front

- building line of any lot or tract.
22. The operation of mechanical vehicles, including but not limited to bicycles, motorcycles, golf carts, all terrain vehicles, cars or trucks shall be permitted only on roadways in the Subdivision. No go-carts, minibikes, and/or three wheelers shall be permitted to be ridden in the Subdivision.
 23. All lots must be neatly maintained, kept free of all trash, rubbish, garbage, material of any unsightly nature and mowed. This shall be the responsibility of each lot owner and if not adhered to, will be handled by the Association at the lot owner's expense. No lot may be used for the storage of material or equipment except when necessary for normal residential requirements or for the Association's approved construction of improvements on the lots. All clothes lines, yard equipment or storage piles shall be kept screened by a service yard, drying yard or similar facility so as to conceal them from view of neighboring lots, streets or other properties. In the event of default on the part of the owner of any lot in observing the above requirements, and if such default continues after thirty (30) days written notice thereof, the Association may take action to correct the default. The Association, or others authorized by the Association, may cut weeds and grass, remove 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, and sanitary condition. There will be no liability associated with this action. The defaulting owner will be charged for the reasonable cost of such work and associated materials. The owner agrees with the purchase of a lot in the Port Adventure subdivision to pay such statement immediately upon receipt. If the statement is not paid within thirty (30) days of the date due, then said amount shall accrue interest at the rate of ten (10%) per cent per annum. The payment of such charge is secured by a mechanic's lien is retained against the property as security for such expense, together with any legal fees and costs incurred in enforcing this restriction, and the Association shall have the right to judicially foreclose the lien securing such expense, legal fees and costs incurred in enforcing this restriction.
 24. The cutting and removal of any tree on any lot in the Subdivision for commercial purposes is expressly prohibited without the written consent of the Association.

25. Maintenance Fund.

- (a) Each owner of property in the Subdivision shall be liable for a minimum maintenance charge of \$7.50 per month for each lot owned, payable to the Port Adventure Property Owners Association, to be paid by the owners of each lot and same to be secured by a vendor's lien upon such lots. Such sum shall be paid at the time of the purchase of a lot and on the first day of each month thereafter to the Association. Funds arising from said charge will be applied so far as is sufficient towards the payment of maintenance expenses or construction costs incurred for any or all of the following purposes: lighting, improving and maintaining the streets and right-a-ways, security devices or watchman, garbage and trash collection, and doing any other thing necessary or desirable in the opinion of said Board of Directors to keep the property neat and in good order and which it considers of general benefit to the owners and/or occupants of the Subdivision. It shall be understood that the judgment of said Association in expenditure of said funds shall be final so long as such judgment is exercised in good faith. All conveyances of lots shall be subject to such maintenance charge and by acceptance of his deed or contract for deed, each purchaser consents and acknowledges that said Association shall have no obligation to furnish maintenance, or do any other things described in this restriction other than from the Maintenance Fund.
- (b) The maintenance charge herein provided is hereby declared to be second and inferior and a second lien to any vendor's lien, materialmen's and mechanic's lien, Deed of Trust lien, or other security for the payment of any lot in said subdivision, or for improvements made on any lot therein, and such vendor's lien, materialman's and mechanic's lien, Deed of Trust lien or other security, made, given or retained therefore, together with any extension or successive extension thereof shall be and is hereby declared to be a first lien until such time as final payment thereof has been fully made.
- (c) 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 May member's 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 for such May member's meeting of the proposed annual maintenance fee to be determined for the next fiscal year, which will become effective on January 1 of 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 Seven dollars and fifty cents (\$7.50) per month. Said assessments shall be in the form of a covenant to run with the ownership of the lots.
- (d) 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.
 - (e) All conveyances of lots shall be subject to such maintenance charge and by acceptance of his deed or contract for deed, each purchase consents and acknowledges that the Association shall have no obligation to furnish maintenance or do any other thing described in this paragraph other than from maintenance funds.
 - (f) Maintenance fees not paid by January 31 will be charged a collection fee of \$10.00 per month per lot, or as may be otherwise established by the Board of Directors by resolution duly adopted. Current maintenance fee is \$7.50 per lot per month.
26. All commercial vehicles with more than 5 axles are prohibited from parking in the subdivision whether in common areas, roadways, or private drives. This restriction does not prohibit occasional and temporary parking that is necessitated by certain pick-up or delivery or large items or building materials on vehicles in the subdivision.
27. (a) Each person(s) acquiring a lot or residential dwelling in the Port Adventure Subdivision shall automatically become a member of Port Adventure Property Owners Association, a non-profit Texas Corporation formed for the benefit of the property owners of the Port Adventure Subdivision, and the Property Owners Association shall be a property owners association as defined by the Texas Property Code. Each member will abide by the rules of the corporation and the covenants and

restrictions set forth in this document. The Association shall have the right, but not the sole responsibility, and authority to uphold these restrictions and covenants, and provide for the maintenance and upkeep of the common areas of the subdivision. The Association, by and through its Board of Directors, shall have the authority to appoint such committees as determined by the Board of Directors to be in the best interest of the Association.

- (b) Any lot owner who brings a lawsuit against the Association alleging a violation of any duty of the Association to enforce the deed restrictions, or alleging that the Association, or any director, officer and/or agent of the Association, shall be liable to the Association for any legal fees and costs incurred in defending such lawsuit.
 - (e) 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 or thereof for any charge, assessment, breach, act or omission to act.
28. Partial invalidation of any covenant or restriction, by court judgment or otherwise, shall not effect, in any way, the validity of all other covenants, restrictions, reservations and conditions, all of which shall remain in full force and effect. Acquiescence, regardless of time involved, in any violation shall not be deemed a waiver of the right to enforce against the violator or others, the conditions and covenants so violated or any other conditions; the Association shall have the right to require that the same be corrected, and recover cost of any actions necessary to enforce corrections, including but not limited to attorney's fees. Any court ordered award of attorney's fees incurred for prosecuting such violation shall be secured by a lien against the property of the property owner found by a court to be in violation of these deed restrictions. Gazebos or small buildings intended for storage of lawn furniture, equipment or similar use must be complimentary to the architectural style of the residence on the property. All such buildings must be approved by the architectural committee prior to erection.

These 2011 Restated and Amended Subdivision Restrictions for Port Adventure Section Seven, A Rural Subdivision, were approved by a majority vote of the members of the Port Adventure Property Owners Association, a Texas non-profit corporation, at a special meeting of the members held on December 3, 2011, pursuant to the Chapter 211 amendment procedure adopted by the members referenced above, and these 2011 Restated and Amended Subdivision Restrictions for Port Adventure Section Seven, A Rural Subdivision.

PORT ADVENTURE SUBDIVISION
SECTION SEVEN

By: *James R. "Jim" Harlow*
JAMES R. "JIM" HARLOW, President

THE STATE OF TEXAS *
COUNTY OF POLK *

Acknowledged before me by JAMES R. "JIM" HARLOW, President of Port Adventure Subdivision, Section Seven, on this 28th day of March, 2012.



Ashley Yancey
NOTARY PUBLIC, STATE OF TEXAS

After filing return to:
Travis E. Kitchens, Jr.
Lawyer
P. O. Box 1629
Onalaska, Texas 77360

THE STATE OF TEXAS
COUNTY OF TRINITY

I hereby certify that the instrument was FILED on the date and at the time stamped hereon by me and was duly RECORDED in the Official Public Records of Trinity County, Texas in the Volume and Page as noted hereon by me.

FILED
at 9:30 o'clock A M

MAR 29 2012

DIANE McCORRY
Christa Bergman

Diane McCorry
County Clerk, Trinity County
By: *Jaley Kiddle* Deputy



Amendment to 2011 Restated and Amended Subdivision Restrictions for
Port Adventure Subdivision, Section Seven, a Rural Subdivision

At the Members Meeting held on 8 August 2020, the following amendment was passed to the
2011 Stated and Amended Deed Restrictions for Section Seven:

Paragraph 25 Subsection (F) Page 11 originally read

Maintenance fees not paid by January 31 will be charged a collection fee of \$10 per month per lot, or as
maybe otherwise established by the Board of Directors by resolution dually adopted. Current
maintenance fee is \$7.50 per lot per month.

Paragraph 25(F) Page 11 WAS REMOVED

Diane Blackburn 11-19-2020

Diane Blackburn, PAPOA President

Archie Roeser 11-19-2020

Archie Roeser, PAPOA Secretary/Treasurer

This instrument was acknowledged before me on the 19 day of November, 2020 by Diane
Blackburn, President and Archie Roeser, Secretary of Port Adventure Property Owners Association, A
Texas Non-Profit Association

Connie Kirkpatrick

Notary Public, State of Texas

After Recording Return To:

Port Adventure POA

141 Quail Valley

Trinity, TX 75862



THE STATE OF TEXAS
COUNTY OF TRINITY

I hereby certify that this instrument was FILED on the date and in the office
shown herein for me and was duly RECORDED in the Official Public Records
of Trinity County, Texas in the Volume and Page as noted herein by me.

Connie Kirkpatrick



FILED
1:20 o'clock P M

NOV 23 2020

SHASTA BERGMAN
COUNTY CLERK TRINITY CO., TEXAS
Shasta Bergman