

RESTATED DECLARATION OF RESTRICTIONS
PERTAINING TO HOPES LANDING SUBDIVISION

THE STATE OF TEXAS §
 § KNOW TO ALL MEN BY THESE PRESENTS:
COUNTY OF TITUS §

HOPES LANDING PROPERTY OWNERS ASSOCIATION, INC (HLPOA), through the authority transferred by Hope's Landing Inc. known as "Developer" to said non-profit Texas corporation controlled by lot owners of a certain subdivision on the lands described in the Plan of Hope's Landing described in Vol. 3, pages 68-69, and 70 of the Plat Records of Titus County, Texas known as HOPE'S LANDING and by consent and approval of at least than 51 % of the lot owners in Hopes Landing Subdivision as reported at the annual meeting held on September 13, 2014, do hereby approve and adopt the following restatement of the Restrictions pertaining to Hopes Landing Subdivision and replaces all previously adopted versions.

The Hopes Landing Property Owners Association recognizes that there is a need for a uniform set of restrictions to govern the subdivision. These Restated Restrictions are adopted to avoid confusion and to henceforth govern the administration of the subdivision. The Restrictions, together with the By-Laws of the Hopes Landing Property Owners Association, shall henceforth govern in all matters affecting Hopes Landing Subdivision.

1. RESIDENTIAL AND BUSINESS USE

No lot in HOPES LANDING Subdivisions shall be used except for single family residential purposes and no building shall be designed for, or erected, placed, occupied, altered, or permitted to remain on any lot or a portion thereof other than a single family residence and attached or separate garage or storage building. No separate garage or storage building shall be erected until or simultaneously with the construction of a single family residence.

2. ARCHITECTURAL CONTROL

No building or structure shall be erected or altered on any lot in Hopes Landing until approved by the Board of Directors. Drawings or sketches, and specifications shall be submitted to the Architectural Control Committee (ACC) in sufficient detail and on the form provided in order for the (ACC) and the Board to be able to determine that the proposed construction meets all of the requirements as herein stated such as: location, size, exterior appearance, colors and materials of the proposed construction.

Titus County, Texas

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Dianne Norris, County Clerk - Titus County, Texas

ipartment of Health Services

Once approved by the ACC, the Board shall approve or disapprove the proposed construction on the basis of appropriateness and harmony with existing structures on the lot and in the community.

All new dwelling construction or additions to dwellings must include an approval of onsite sewage facility design by the appropriate Designated Representative for Titus County.

The approval or disapproval of the Board of Directors as herein required shall be in writing. The Board of Directors shall approve or disapprove the submitted plans in an expeditious manner upon receipt. In the event of a deadlock on approval or disapproval of the proposed plan, the plan shall be returned to the owner for modification.

Prior to beginning construction and upon arrival of the exterior materials including roofing, siding, and trim; the owner or their representative must contact the ACC for final approval of the site location, size, and exterior materials to insure compliance with the approved plans and specifications.

3. BOARD OF DIRECTORS

The Board of Directors is hereby created and endowed with the powers conferred upon it by the various provisions of this instrument. The Board of Directors has the responsibility and authority to consider the aesthetics and compatibility of the design and construction materials proposed for all dwellings, buildings, and structures to be constructed within Hopes Landing Subdivision.

The members shall serve without compensation. The Board of Directors is the proper body for the resolution of any and all complaints of lot owners against other lot owners of the subdivision. Decisions of the Board of Directors shall be final.

No precedent of any prior architectural decision shall be valid evidence to affect any subsequent decision, or shall any prior decision serve to bind the Board of Directors as to subsequent decisions.

4. BUILDING LINES AND SQUARE FOOTAGE

No building shall be located on any Lot nearer than 20 feet from street line of said Lot nor nearer than 5 feet of any interior line of any Lot. All dwellings or houses shall have at least 1500 square feet of heated and cooled area with at least 1200 square feet on a ground floor, expressly excluding garages and storage buildings whether attached or detached.

5. CONSTRUCTION AND EXTERIOR SURFACES

[Section 5 Revised, 1/10/2017: Changes to the restated declaration of restrictions pertaining to Hopeslanding Subdivision are attached below]

A. PREFABRICATED STRUCTURES

Prefabricated dwellings and dwelling structures built off-site are not permitted whether in one piece or several.

B. EXTERIOR WALLS, STRUCTURES, AND SURFACES

Approved exterior walls, structures, and surfaces may include products such as: stone (including flagstone, granite, limestone, river rock), brick, stucco, cementitious materials (including Hardiplank or decorative stone), or wood (including log or cedar).

Metal siding, vinyl siding, or Masonite siding are not approved except that vinyl siding and Masonite siding may be used for storage buildings and boat houses if the material has similar appearance to the structure of the residence. Metal siding may be approved for construction of horse barns or horse sheds in Sections C and D if the panels are of quality materials such as R-Panel and include appropriate trim and finishing detail.

C. ROOFING MATERIALS

The following materials are not approved: corrugated plastic or metal, or built up flat roofs. Approved roofing materials may include such products as: asphalt and fiberglass composition shingles, metal V groove and standing seam roofing, or fire retardant wood shingles.

6. FENCES

No fences shall be constructed of chicken wire or barbed wire. No fence is to be higher than six feet from the ground. All fences shall be constructed of stone, brick, wood, cyclone, wrought iron, or combination thereof. In block C and D, smooth wire may be used.

7. COMPLETION TIME

Any house, structure or improvements, including but not limited to boat slips, commenced on any Lot in this Subdivision shall be completed according to the approved plans and specifications within 360 days after the beginning of such construction or within such additional time as may be approved in writing by the Board of Directors. No partially completed house, structure or improvement of any type shall be permitted to remain on said property beyond said period of time. No construction equipment or materials may be stored on an Owner's lot prior to 15 days before actual construction is commenced.

8. FULL LOT REQUIRED

No structure or improvement of any type shall be erected, placed upon, or maintained on any building area less than one full Lot as designated on the recorded Plat

of HOPES LANDING and no lot can be subdivided in order to create an additional lot in the subdivision except as provided herein. Lots may be combined or replatted as long as the newly created lot or lots are larger than the original lot or lots. No platting or re-platting shall be permitted without prior approval from the Board of Directors. Additionally, all platting or re-platting of lots must be approved by Titus County Commissioners and filed in the Map and Plat Records of Titus County, Texas

9. TEMPORARY BUILDINGS - CAMPING PROHIBITED

No trailer, tent, shack, garage, barn, or out-building shall ever be used as a residence, temporarily or permanently. House trailers, mobile homes, campers,

recreational vehicles, or similar vehicles are strictly prohibited from ever being used on any Lot in this Subdivision temporarily or permanently, by either an owner of the Lot in the Subdivision or any guest of any such owner. No structure or any part of the property shall be occupied or used as a residence, temporarily or permanently, until the exterior thereof is completely finished and all plumbing is connected as required. No Camping is allowed on any lot.

10. SANITARY FACILITIES

All sewage must be disposed of in accordance with the laws and regulations of the State of Texas and Titus Fresh Water Supply District. All onsite sewage facilities must be constructed and maintained in compliance with the laws and regulations of the State of Texas and Titus Fresh Water Supply District.

11. GAS AND LIQUID STORAGE

All tanks for storage of gases or liquids or fuel or otherwise shall be buried beneath the surface of the ground, or placed in an enclosure acceptable to the Board of Directors.

12. HUNTING AND FISHING

No hunting shall be allowed in this Subdivision and any discharge of firearms is strictly prohibited. No fixed net or fixed line fishing shall be done in any of the channels, which could in any way interfere with the free navigability of such channels.

13. CHANNELS AND SLIPS

The owner of each Lot shall be responsible for maintaining that portion of any channel contiguous to this property and for keeping any boat slip on his property free of all debris, trash, rubbish, garbage, or any other unsightly or unsanitary material or any hazard to navigation. The channels and boat slips in this Subdivision shall not be used for dumping any foreign matter of any type and nothing shall at any time be deposited or left in any slip or channel other than properly tended or moored boats. No owner of any Lot, or any guest of such owner, shall moor his boat in any area of any channel except in that portion of the channel contiguous to such owner's Lot or other designated areas.

14. DOCKS AND PIERS

Boat docks, piers, and walkways of any type shall not be allowed to protrude into the waters on the channels to in any way restrict boat access into the channel. Additionally, all boat docks, piers, and walkways shall be approved by the Board of Directors as to the manner of construction, materials, location, and size prior to their construction. No opening may be made through the bulkhead without the approval of the Board. Additionally, any boat dock, pier, walkway, or other structure located within the Titus Fresh Water Supply District's Flowage Easement requires prior approval from Titus Fresh Water Supply District.

15. NUISANCES AND SANITATION

No noxious, offensive, or unlawful activities shall be permitted on any lot in this Subdivision, nor shall anything be done or allowed that is or may become an annoyance,

nuisance, or hazard to any part of the Subdivision. No activity shall be permitted which violates the quiet enjoyment of the property within the Subdivision including but not limited to loud and offensive noises such as those made by vehicles, loud music, fireworks, or barking dogs. Such activities are declared to be an annoyance, nuisance, and hazard to the health and well-being of the Subdivision and are expressly prohibited, except that fireworks maybe allowed during the July 4th holidays until 11 pm and on New Year's until 12:30 am New Year's Day.

All bodies of water on a lot owner's property, including swimming pools, artificial ponds, and fountains shall be maintained to prevent stagnation or the breeding of mosquitoes.

16. MAINTENANCE, VEHICLES, ANIMALS

A TRASH, GARBAGE, HIGH GRASS, WEEDS

All lots shall be kept clean and free of trash, rubbish, garbage, debris, and other unsightly materials at all times. Unsightly materials include such items as inoperable lawn equipment, deteriorated boats, or dilapidated structures. Developed lots on which residences have been built must keep the lawn portion of the lot around the residence free of high grass and weeds. Trash, garbage or other waste shall be kept in enclosed containers.

B. BURNING OF TRASH AND RUBBISH

There shall be no burning of rubbish or trash on any lot except in initial cleaning of the lot. Yard debris including leaves, tree branches, logs, and other organic matter may be burned on the Owner's property. All fires must be in a safe area on the Owner's property that does not threaten the property or any adjacent property. No fire shall be left unattended. Adequate fire control (water, fire extinguishers etc.) shall be immediately available. All burning must comply with regulations of the local and state fire codes. No burning shall be allowed during periods of burning bans established by local authority.

C. VEHICLES

All vehicles, except boats, boat trailers, golf carts, utility vehicles, and occasional visitor's cars, shall be parked in a garage or carport, or upon the driveway of the owner's lot. No vehicle shall be parked so as to obstruct access to or egress from any property, common, private or public within the Subdivision.

All vehicles, except off-road vehicles operated or parked on any property, common, private, or public within the Subdivision must have and display a current registration sticker and a current inspection tag. For the purposes of this section, vehicles without current registration or inspection shall be considered inoperable.

There shall be no open storage of inoperable, wrecked, or junk vehicles on any lot or street. When it becomes necessary to store such a vehicle, it must be stored in an enclosed garage or carport.

No truck or commercial type vehicle may be stored or parked on any property within the Subdivision except to deliver to or transport from a location within the Subdivision. For the purposes of this paragraph, a one-ton or smaller vehicle, commonly referred to as a pickup truck shall not be deemed to be a commercial vehicle or truck.

D. ANIMALS

No livestock other than household pets or horses may be kept or raised on any Lot in the Subdivision and no household pets shall be bred or maintained on any Lot for commercial purposes or for sale. Household pets are specifically defined as "cats or dogs".

Pets must be confined to the owner's premises or on a leash. No pets shall be permitted to run at-large.

Horses are allowed in Blocks C and D only. The property must be maintained with sufficient forage such that the horse(s) are in good condition and in good flesh. The property must also be maintained in good sanitary condition so as not to create a nuisance as outlined in Section 15.

17. EASEMENT AND UTILITIES

All common or community utilities, water lines, and drainage facilities shall be located within the streets or easements as herein provided for and the Board of Directors or its designee shall have the sole right to determine the specific location and manner of installation of various utilities within the Subdivision.

18. DRIVEWAYS, BRIDGES AND CULVERTS

All driveway locations and materials shall be approved by the Board of Directors. Approved driveway materials include crushed rock, asphalt, or concrete. Sufficient driveway space must be provided on the lot to accommodate all vehicles without parking on the street.

In the event any Lot owner installs any bridge or culvert in any drainage ditch that may be necessary upon the property, such shall be constructed of concrete pipe, metal, or tin horn, of a size not less than 12" in diameter, or larger dimensions that may be required to provide for adequate drainage. Any culverts installed adjacent to a public road must meet the requirements of Titus County Commissioners.

19. ANNUAL MAINTENANCE CHARGE AND LIENS

A. ANNUAL MAINTENANCE CHARGES

Each Lot owner in Hopes Landing Subdivision shall be subject to an annual maintenance charge according to the Bylaws of Hopes Landing Property Owners Association, Inc., to be paid by the lot owner of record

prior to the 1st day of January of the year for which said maintenance charge is due. The maintenance charge is to be paid annually to Hopes Landing Property Owners Association, Inc. Such funds shall be used for purposes as may be deemed necessary or desirable to maintain and improve the Subdivision in any manner that it considers to be of the greatest benefit to the owners and occupants of the Subdivision. Said charge is subject to change from time to time as necessary and may be changed according to the By-Laws of Hopes Landing Property Owners, Inc. Said maintenance charge shall continue for the duration of these restrictions. Annual maintenance charges shall become delinquent 30 days after due date. Delinquent maintenance charges shall accrue penalty interest at 18% per annum.

B. SUBORDINATION OF LIENS AND MORTGAGES

In the event any lot owner fails to pay any maintenance charge, fines, fees, levies, or judgments, including penalty or interest, this amount plus any legal and filing fees shall be secured by a lien upon said property.

The lien provided for herein shall be subordinate to the lien of any first mortgage, vendor's lien, or lien created for improvements and construction on said Lot. Sale or transfer of any Lot shall not affect the lien. However, the sale or transfer of any Lot pursuant to Mortgage foreclosure or any proceeding in lieu thereof, including but not limited to a conveyance to a lender in cancellation of a debt, shall extinguish the lien as to payments that became due prior to such sale or transfer. No sale or transfer shall relieve such Lot from liability thereafter coming due or from the lien thereof.

20. AMENDMENT

These restrictions may be amended by the formal consent and approval of 51% of the lot owners on the basis of one vote allowed for each lot owner. Any changes of these restrictions will be binding on all Lots and Lot owners and shall apply to any building or structure not started at the time of such amendment.

21. DURATION

All restrictions, reservations, easements, and covenants contained in this instrument shall be binding upon the purchaser of any Lot in HOPES LANDING Subdivision, and their successors, heirs, and assigns for a term of fifty (50) years from the date of this Declaration if recorded, after which time the Restrictions shall be automatically extended for successive periods of ten (10) years, unless an instrument is executed by a majority of the Lot Owners in HOPES LANDING Subdivision, changing in whole or in part the said provisions of this instrument. The restrictions, reservations, easements, and covenants contained in this instrument are for the benefit of the entire Subdivision and may be enforced by any property owner in the Subdivision by recourse to any available action in law or equity and may be similarly enforced by the Board of Directors, or their respective successors or assigns, or by the latter's use of any provision for enforcement contained herein.

22. PARTIAL INVALIDITY

Invalidation of any of the restrictions, reservations, easements, or covenants contained in this instrument by judgment or court order shall not in any manner affect any of the other such provisions herein set forth and all such remaining provisions shall remain in full force and effect.

23. ENFORCEMENT OF RESTRICTIONS

It is expressly provided herein that each Lot in Hopes Landing Subdivision as the same is fully described herein is burdened with the following provisions concerning enforcement of the Deed Restrictions and obligations of Lot Owners contained in this instrument. In the event that any owner or occupant of a Lot in this subdivision shall violate any of the restrictions and obligations of this Covenant, the Lot Owner shall be subject to fine(s) and or lien(s) against that owner's property as set forth herein. The Board of Directors under authority of Article 3 of these restrictions shall by majority vote determine when a violation has occurred and the appropriate action to affect a remedy.

On determination by the Board of Directors that a violation has occurred, the Lot Owner of the Lot where the violation has occurred shall be notified in writing, delivered by registered mail, of the violation and requested to remedy the violation within 15 days from the date of notice. Intermittent violations such as defined but not restricted to those described in Article 15 shall be considered continuing violations if occurring more than once.

The Lot owner shall have the right to appeal by notifying the Board of Directors in writing not later than 15 days from date of notice. The Lot Owner may appeal in writing or by oral presentation before the Board. On review of the appeal, the Board may dismiss or sustain the violation. Should the notice of violation be sustained, the Lot Owner shall again be notified in writing, by registered mail, with a request that the violation be remedied within a specified number of days from date of this final notice.

Should the violation not be remedied within 15 days from date of notice, or in the case of appeal within the specified number of days from the final notice, a fine of \$50.00 shall be imposed and assessed against the Lot Owner.

Should the violation not be remedied within an additional 15 days (a total of 30 days from date of notice, or in the case of appeal, within the specified number of days plus 15 days from the date of final notice) a second fine of \$100.00 shall be imposed and assessed against the Lot Owner. A \$100.00 fine shall be imposed and assessed against the Lot Owner each additional 15 day period until the violation is remedied. A lien to secure payment for the amount of unpaid fines plus reasonable interest, attorney's fees, and filing fees will be placed against the Lot Owner's property when the total amount of the unpaid fines exceeds \$250.00.

In the event that a violation is not remedied within the stated period of notice and such violation can be remedied by the Board of Directors, in addition to the fines levied, the Board of Directors may act to affect such remedy.

24. DRAINAGE EASEMENTS

No Lot owner in HOPES LANDING Subdivision shall so obstruct the natural flow of water to cause damage or flooding to the other Lot owners in HOPES LANDING Subdivision.

25. LOT OWNERS

Lot owners shall mean and refer to any person or persons occupying a lot in the HOPES LANDING Subdivision under any form of ownership, tenancy, lease, or sublease; or to any person or persons claiming any such interest to any lot or portion of a lot in the HOPES LANDING Subdivision. Lot owner includes a contract lessor but excludes those having an interest merely as security for the performance of an obligation.

For the purposes of these restrictions and the By-Laws of Hopes Landing Property Owners Association, Inc., each lot owner the HOPES LANDING Subdivision shall have one vote and shall be assessed only one annual maintenance charge per year. Multiple owners of one lot shall be considered as one lot owner and shall have only one vote among them and be assessed only one annual maintenance charge per year. An owner of multiple lots within the Subdivision shall be considered as one Lot owner and shall have only one vote for such lots and be assessed only one annual maintenance charge per year.

Lots, Property Owners, and Homeowners referred to in these Restrictions and the By-Laws of Hopes Landing Property Owners, Inc. shall have the same meaning as Lot owners.

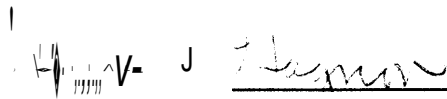
26. ADMINISTRATIVE FEES

The Board of Directors may establish fees to be charged as necessary to cover administrative costs for preparation of documentation such as Resale Certificates or other related services.

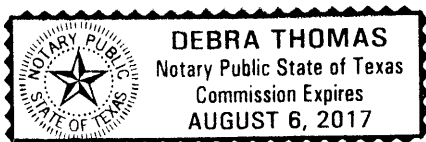
EXECUTED this September 13, 2014 to be binding upon the undersigned and their respective successors and assigns.

Hopes Landing Property Owners Association. Inc.

By: Henry Gagnon, President



This instrument was acknowledged before me on (Lkbt. 11 2014, by Henry Gagnon.



Debra Thomas
Notary Public, State of Texas

FILED AND RECORDED

Instrument Number: 20144258

Filing and Recording Date: 10/20/2014 01:47:41 PM Pages: 10 Recording Fee: \$58.00

I hereby certify that this instrument was FILED on the date and time stamped hereon and RECORDED in the PUBLIC RECORDS of Titus County, Texas.



A handwritten signature in black ink that reads "Dianne Norris". The signature is written in a cursive style.

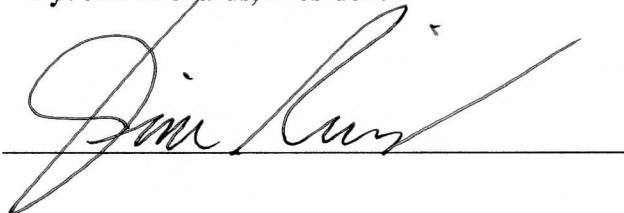
Dianne Norris, County Clerk
Titus County, Texas

ANY PROVISION CONTAINED IN ANY DOCUMENT WHICH RESTRICTS THE SALE, RENTAL, OR USE OF THE REAL PROPERTY DESCRIBED THEREIN BECAUSE OF RACE OR COLOR IS INVALID UNDER FEDERAL LAW AND IS UNENFORCEABLE.

EXECUTED this January 10, 2017 to be binding upon the undersigned and their respective successors and assigns.

Hopes Landing Property Owners Association, Inc.

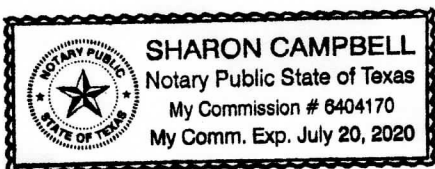
By: Jim Richards, President



This instrument was acknowledged before me on January 10, 2017, by Jim Richards.



Notary Public, State of Texas



FILED AND RECORDED

Instrument Number: 20170113

Filing and Recording Date: 01/13/2017 11:04:51 AM Pages: 3 Recording Fee: \$30.00

I hereby certify that this instrument was FILED on the date and time stamped hereon and RECORDED in the PUBLIC RECORDS of Titus County, Texas.



Joan Newman

Joan Newman, County Clerk
Titus County, Texas

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