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AMENDED
RESTRICTIONS AND COVENANTS
of
Paradise Acres Subdivision, Section 1
Onalaska, Texas



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**RESERVATIONS, RESTRICTIONS, AND COVENANTS AND AMENDED
RESTRICTIONS FOR PARADISE ACRES SUBDIVISION, SECTION I,
A SUBDIVISION IN THE A.M. DELAJARZA SURVEY, POLK COUNTY, TEXAS**

THE STATE OF TEXAS §

§KNOW ALL MEN BY THESE PRESENTS:

COUNTY OF POLK §

WHEREAS, JACK A. THOMPSON and BENJAMIN F. MOSS, a partnership D/B/A THE RESORT LAND COMPANY, (hereinafter called "Developer"), is the record developer of a subdivision known and designated as "PARADISE ACRES, SECTION 1", (hereinafter called "Paradise Acres") in Polk County, Texas as shown in the maps and plats of said subdivision, recorded in the Plat Records of Polk County, Texas at Book Number 2, Page 53, reference to which is hereby made for all purposes: and

WHEREAS, said developer, at Volume 216, Page 570, et seq, has previously filed its "Restrictions in Paradise Acres, a subdivision in the A. M. Delajarza Survey, Polk County, Texas" (hereinafter called "Restrictions"), applicable to said subdivision, reference to which is hereby made for all purposes: and

WHEREAS, said Restrictions reserved the right to make such other and additional restrictions as might be reasonable and necessary; and

WHEREAS, said Developers, and/or their heirs, successors and assigns, have assigned all their interests, including the right to amend the deed restrictions, to the Paradise Acres Improvement Association, Section I as shown by the assignments filed of record with the County Clerk of Polk County, Texas, and recorded at Volume 453, Page 790, et seq; Volume 477, Page 397, et seq; and Volume 477, Page 399, et seq; and

WHEREAS, said Paradise Acres Improvement Association, Section I has assigned all its interest as concerns the subdivision known as "Paradise Acres, Section I", which is the same subdivision shown by the plat filed at Book 2, Page 53 of the Plat Records of Polk County, Texas, by its assignment filed of record at Volume 492, Page 284, et seq, to Paradise Acres Improvement Association, Section I; and

WHEREAS, Paradise Acres Improvement Association, Section I, filed that certain document entitled "Amendment to Restrictions in Paradise Acres, Section I", which document was dated May 19, 1985, and filed of record at Vol. 497, page 352, Official Public Records of Polk County, Texas, which amendment added deed restriction numbers 15 through 22; and

WHEREAS, Paradise Acres Improvement Association, Section I, filed that certain document entitled "Amendment to Restrictions in Paradise Acres, Section I", which document was dated December 16, 1985, and filed of record at Vol. 530, pages 352, Official Public Records of Polk County, Texas, which amendment amended a deed restriction number and added deed restriction number 23; and

WHEREAS, Paradise Acres Improvement Association, Section I, filed that certain document entitled "Amendment to Restrictions in Paradise Acres, Section I", which document was dated July 25, 1988, and filed of record at Vol. 689, pages 226, Official Public Records of Polk County, Texas, which amendment amended deed restriction numbers 19 and 23; and

WHEREAS, Paradise Acres Improvement Association, Section I, filed that certain document entitled "Restated Restrictions and Amended Restrictions for Paradise Acres, Section I", which document was filed of record at Vol. 857, page 359, on August 6, 1992, Official Public Records of Polk County, Texas, which amendment amended a deed restriction number and added deed restriction number 23; and

WHEREAS, the Bylaws of Paradise Acres Improvement Association, Section I, has the authority to amend the Restrictions.

WHEREAS, Paradise Acres Improvement Association, Section I, by and through its duly elected and qualified Board of Directors, and after approval of these Restated and Amended Restrictions by the members of the Association at the annual meeting held on September 21, 1991, July 31, 1992 (recorded August 6, 1992), No. 22 were recorded in Volume 857, page 359 and No. 23 approved change was recorded May 18, 1993 in Volume 888, page 2 and No. 6 clarification was approved on September 17, 2005; and

NOW THEREFORE, Additional documents have been recorded as follows: 2013 – Alternative Payment Schedule in Volume 1881, pages 445-451; and 2013 – Resolution for books and records recorded in Volume 1881, pages 452-462. Paradise Acres Improvement Association, Inc., by and through its duly elected and qualified board of directors, and after approval of these 2013 Restated and Amended Deed Restrictions by the members of the Association at a meeting of the members held on the 21st day of September, 2013, at which notice was timely given and a quorum was present, and upon the vote of a majority of the vote entitled to be cast in person and by proxy, hereby amend the Deed Restrictions for Paradise Acres, Section I as follows:

All the lots in Paradise Acres, Section I, are hereby impressed with the following Restrictions: Hereby restated restrictions shall read as follows:

1. Restrictions and Covenants.

- (a) Applicability - Each Contract, Deed, and/or Deed of Trust which may be hereafter 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 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. These restrictions, conditions, covenants, and assessments are, and shall be, deemed and considered covenants running with the herein above described lots, and the same shall be binding upon the lot owners and their heirs, executors, and administrators and assigns.
- (b) Dedication - 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 Polk County, Texas, as well as for the benefit of the 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, storm sewers and any other utility or service that may be necessary or proper.

- (c) All oil, gas and mineral leases which may affect said property and which may appear of record in the Oil and Gas Lease Records of Polk County, Texas.
- (d) The lots in such Subdivision shall:
 - (1) be used for single-family residential purposes only, except those lots which are shown on the recorded plat as park and recreational area;
 - (2) not be used for any commercial, mercantile, or manufacturing purposes, or resort home/vacation rentals for daily or weekly use.

2. Architectural Control/Construction Requirements.

- (a) There may be established an Architectural Control Committee, (referenced at times as the "ACC"), composed of at least (1) one Board Member and (2) two at large members appointed by the Board of Directors of the Association to protect the owner of lots hereunder against such improper use of lots as will depreciate the value of their property; to preserve, so far as practical, the natural beauty of said property; to guard against the erection thereon of poorly designed or proportioned structures and structures built of improper or unsuitable materials; to secure and maintain proper setbacks from streets and adequate free spaces between structures; and, in general, to provide adequately for a high type of quality of improvements in said property; and thereby to enhance the value of investments made by purchasers of lots therein.
- (b) No building, fence, or other structure or improvements shall be erected or placed on any lot until two copies of the construction plans, drawing, and building requests, and specifications (including specifications of all exterior and roofing materials, color of paint or stain, a plan showing the proposed location of the structure and such other matters as such ACC and/or the Board Members may reasonably request) have been submitted to and approved in writing by the ACC and/or Board Members in all respects, including, but not limited to, harmony of external design with existing structures and locations with respect to topography and finish grade elevation. These plans can be the architect renderings for a rebuild or a simple drawing in the case of restoration.
 - a. Commencement of Construction - An approved Builder must begin construction within ninety (90) days after the date of the approval of the Builder's application or forfeit all approvals, in which event, a new application must be submitted and approval obtained before commencement of construction. For purposes hereof, the phrase "commencement of construction" shall mean the pouring of the footers, or in the event of an addition, improvement, alteration, or modification such event as may be determined by the ACC. In addition, construction must be completed within 240 days (8 months) of commencement of construction as defined as above.
 - b. Variances - All variance requests shall be made in writing and submitted via email to paradisecres1acc@gmail.com . Any variance granted shall be considered unique and will not set any precedent for future decisions.
 - c. Construction Reviews - The ACC, as the case may be, shall have the right to review the construction process in order to insure to conformance with the approved application and the standards set forth in these design guidelines.

- (c) Development and Construction Standards and Guidelines - The following standards and guidelines

shall apply to any and all construction, improvement, alteration of any structure, to any change to the exterior of any structure, and to grading, excavating, tree removal, landscaping or any other change to the grounds of a single-family homesite (lot) within the Paradise Acres Section 1 community.

- a. **Start of Construction** - No construction or placement of portable toilets will be permitted until all required governmental permits are obtained and formal written approval of the ACC has been granted.
 - b. **Construction Hours** - Construction working hours shall be from 6:30 am to 6:00 pm, Monday through Saturday, except on certain holidays. Additional hours may be provided upon approval of the ACC.
 - c. **Site Clean-Up** - All construction sites must be maintained in a neat and orderly fashion. Trash from construction work will be contained in a trash dumpster or suitable method that will assure constant containment and stockpiling of the trash until removal from the site. The Builder is responsible for trash that blows off the site and shall retrieve such trash immediately. There will be no stockpiling or dumping on adjacent lots or on streets or at the subdivision park. Trash not removed will be removed by the board and billed to the responsible home owner. Contractors will use only the utilities provided on the immediate site on which they are working.
 - d. **Construction Damage** - Any damage to streets and curbs, drainage inlets, sidewalks, street lights, street markers, mailboxes, walls, etc., may, at PAIA's election, be repaired by PAIA and billed to the responsible contractor.
 - e. **Construction Spillages** - Operators of vehicles are requested to see that they do not spill any damaging material while within the PAIA community. If spillage of a load occurs, operators are responsible for cleaning up. Clean-ups done by the PAIA will be billed to the responsible party. Please report any spills as soon as possible.
 - f. **Utility Lines** - Home owner must call 811 to property mark all utility lines including but not limited to (Cable, Gas, Electric, and Water). If any telephone, cable television, electrical, water, etc. lines are cut, it is the contractor's responsibility to report the accident to the Developer within 30 minutes.
 - g. **Construction Site Appearance** - All personnel working in the Paradise Acres Section 1 community are to keep all areas in which they work free of discarded materials such as lunch bags and odd materials. Objects should not be thrown out of cars and trucks.
 - h. **Personnel** - No children will be permitted on the property unless they are bona fide workers. No alcoholic beverages are permitted on the property. Contractor personnel will not be permitted to bring pets on the property.
- (d) **Easements** - No building shall be erected on said lots, any portion of which shall be within fifteen (15) feet of the front line or street sides of said lot or within four (4) feet of the property lines of an adjoining lot owner. This shall include the overhang of the roof or eave. Any building currently in existence prior to the amendment of this deed restriction, and in compliance as previously provided by this deed restriction, shall not be affected by this amendment.
- (e) **Design and Development Guidelines** - The Following guidelines shall apply to any and all single-family construction, improvement, or alteration of any structure, to any change to the exterior of any structure, and to grading, excavating, tree removal, landscaping or any other change to the grounds of a lot within the Paradise Acres Section 1 community.
- a. No building shall be erected or maintained thereon other than a private residence (with

a minimum floor area of 1,000 square feet on all lots hereunder), a storage building (with minimum floor area of 30 square feet), a private garage and a private boathouse for sole use of the purchaser of such lot. The minimum floor area requirements stated hereinabove are exclusive of porches, stoops, open or closed carports, patios, and garages. Current homeowners as of this revision with 600+ sq ft living space are exempt or grandfathered, and shall not be affected by this amendment. All new construction or property sold as of the 7th of May, 2020, must comply with all revisions and current code requirements. Variances are available on a case-by-case basis.

- b. Architectural Design - Each architectural design shall be considered on an individual basis with specific emphasis on impact and harmony with surrounding homes and styles. No one particular architectural design is mandated.
- c. Exterior Material and Colors - Artificial, simulated, or imitation materials are only permitted on the exteriors of a residence upon approval from the ACC. The following exterior materials, in most cases, are acceptable and appropriate; provided, however, they are consistent with the architectural design:
 - i. Stucco – smooth or textured finish; or
 - ii. Masonry – stone, brick, split rock, and ceramic; or
 - iii. Wood – timbers, boards, board and batten, tongue and groove, solid wood siding and rough-sawn lumber.
 - iv. Vinyl Siding – May be approved on certain style homes such as Old Florida, Country, Colonial, etc.
 - v. Metal homes are permitted with the following requirements: 100% of the length of any street side will have a minimum of 36” high decorative material (stone, brick, etc.). The front side will have residential door(s) and window(s) and have the appearance of a residential home.
 - vi. The exterior walls of any building (excluding roof, glass, and masonry) must be painted or stained. All buildings and structures shall be approved by the Architectural Control Committee (ACC) and/or the Board Members. Exterior colors and textures which in the opinion of the ACC would be inharmonious, discordant, or incongruous shall not be permitted. The color of roofs, exterior walls, doors, and trims shall be integral to, and harmonious with, the exterior color scheme of the residence. Bright colors, other than white, are prohibited at the discretion of the ACC as a dominant color of the residence. The ACC shall have final approval of all exterior color plans and each owner must submit to the ACC prior to initial construction and development on any lot, a color plan, and a materials sample board to include stucco, fascia, soffit, decking, pavers, roof tile or shingles, and any building highlights, etc. If a color board is not available at that time, the minimum requirement is submission within 30 days after permitting; provided, however, in no event may any colors be applied permitting; prior to approval by the ACC.
 - vii. Repainting of one’s home the existing colors will not require permission of the Architectural Control Committee.
- d. Roofs - Dimensional shingles, asphalt, tile, metal, or cement tile are the required roof materials on all roofs. All roofs must be gabled, flat roofs are not permitted on primary residences. Roof color shall be an integral part of the exterior color scheme of the residence. Roof slope and height must be in harmony with other structures on the property and

- appropriate for adjacent residential properties. The fascia and roof overhangs must be in proportion and blend with the rest of the residence.
- e. Gutters and Downspouts - Gutters and downspouts shall be painted to match the color of the surface to which they are attached. Storm water flow must be directed to, and conform with, the approved drainage plan and requirements so as not to affect adjacent property.
 - f. Skylights and Solar Collectors - Skylights should have a low profile, preferably be flat or with a slight curve and should be installed so they are parallel with the roof ridge and edges. The skylight frame should be painted to match the color of the roof. Solar collectors on pitched roofs must lie flat on the roof and be placed so that the edges are parallel with and perpendicular to the roof ridge and edges. No part of the installation may be visible above the ridge line. Support brackets, collector frames and exposed pipes should be painted the roof color and any pipes, wires and control devices should be concealed. Collectors located on the side of a building or on the ground must be harmoniously integrated with the building or the topography. Collectors placed on roofs shall be located so they cannot be seen from nearby properties. Large solar arrays designed to provide the primary heating source for a building should appear to be integral with the building.
 - g. Mechanical equipment should be concealed and located so as not to have an adverse effect on the use of adjacent property. Spas/hot tubs shall be located in the rear yard away from adjacent property so that their use, presence, and noise of the mechanical equipment do not adversely affect the use of the adjacent property. They should be an integral part of a deck, patio, or landscaping. Mechanical equipment, pipes, and wiring must be concealed.
- (f) Except as may be provided for in these Restrictions, and/or any waiver or approval by the ACC and/or the Board Members, the International Residential Code applies to all construction, alteration, remodeling, enlargement, and repair of all structures built in the Subdivision.
 - (g) Each lot shall be used only for single family residential purposes. No business or commercial use shall be allowed to be carried on in the subdivision, and each lot shall be used for the express purpose of building a family dwelling and associated purposes. Any construction must be of new material and constructed in a workman like manner. Outside building covering must be of accepted building standards, and approved by the ACC of PAIA,I and/or the Board of Directors.
 - a. Upon approval of any building plan and/or remodeling a published timeline for completion of the work must be submitted and approved by the Paradise Acres Improvement Association, Section I, Board of Directors. The timeline must consist of a start date for actual physical work and a completion date where in, all construction is complete and all material and contractor(s) /owner(s) equipment is removed from the site. All remodeling of exterior surfaces of existing facilities must also comply with the above criteria excluding reasonable repair/replacement of matching original materials and color of paint or stain.
 - b. Failure to meet the set dead line shall result in a notice of violation with a 30-day notice to complete the work. On the 31st day after the violation a fine of \$25.00 per day shall be imposed. If extenuating circumstances exist the property owner may ask for an extension after meeting with the Paradise Acres Improvement Association, Section I, Board of Directors.
 - (h) No used existing building or structure of any kind and no part of a used existing building or

structure shall be moved onto, placed on, or permitted to remain on any lot.

- (i) All construction must be of new material, except stone, brick, inside structural material, or other materials used for antique decorative effect if such use is approved in writing by the Architectural Control Committee (ACC) and/or the Board Members.
- (j) No natural drainage shall be altered, nor shall any drainage ditch, culvert, or drainage structure of any kind be installed or altered, nor shall any driveway, curb or other such impediment to the free flow of water be installed or altered, without prior written consent of the Architectural Control Committee (ACC) and/or the Board Members.
- (k) Culverts for driveways on lots shall be mandatory (unless otherwise approved by the Architectural Control Committee (ACC) and/or the Board Members) and shall be a minimum of eight feet (8') in length. Each culvert will be a minimum of eight inches in diameter, and be galvanized, concrete culverts, corrugated steel and an eighteen (18) gauge minimum. Other types of culverts may be permitted if they are commonly used.
- (l) No building material of any kind shall be placed or stored upon any tract until the owner is ready to commence construction and then such material shall be placed within the property lines of the tract or parcel of land upon which the improvements are to be erected, and shall not be placed in the streets or easements.
- (m) After improvements are begun, work in progress shall be continuous and shall be prosecuted with reasonable diligence until all improvements are completed in accordance with plans submitted and approved by the ACC and/or the Board Members.

3. No Temporary Dwellings.

- (a) Subject to the remaining provisions of this paragraph, no shack or any outbuilding (other than a private boathouse, garage, or storage building complying with these restrictions) shall be erected or placed on any lot, and no boathouse, garage or storage building erected on any lot shall at any time be used as a dwelling, temporarily or permanently.
- (b) Temporary camping equipment cannot be left on a lot unattended for more than twenty-four (24) consecutive hours.
- (c) No trailers, mobile homes of any kind, modular homes, manufactured homes, travel trailers, recreational vehicles, motor homes, tents, or other temporary dwellings shall be placed or kept on any lot, except as hereinafter provided:
 - (1) Lots with permanent/weekend residents:
 - a. Trailers, travel trailers, recreational vehicles, motor homes, tents, or other temporary dwellings (but not including mobile homes of any kind, modular homes or manufactured homes) may be stored on the lot, upon written approval of the Board of Directors.
 - b. No living or sleeping in any trailers, travel trailers, recreational vehicles, motor homes, tents, or other temporary dwellings after fourteen (14) days, except on emergency basis and with the written approval of the Board of Directors, allowing such temporary living or sleeping.

(2) Lots without permanent/weekend residents:

- a. If the lot owner(s) is in the process of building a permanent or weekend residence, then such trailer, travel trailer, recreational vehicle, motor homes, tents, or temporary dwelling shall be allowed, upon written permission of the Board of Directors, for such time as determined and set forth in the written permission for construction of the permanent or weekend residence.
- b. A trailer, travel trailer, recreations vehicle, motor home, tent, or other temporary dwelling may be used as temporary shelter for up to fourteen (14) days in a one year period, provided that written approval is obtained, in advance of such use, by the lot owner(s) from the Board of Directors for such temporary use. Such temporary use is contingent upon prompt removal of the trailer, mobile home, travel trailer, recreational vehicle, motor home, tent, or other temporary dwelling, at the end of the temporary use period authorized by the Board of Directors.

4. Plumbing and Sanitation.

- (a) No outside toilet or privy shall be erected or maintained on any lot hereunder. The materials installed in, and the means and method of assembly of, all sanitary plumbing, and septic systems, shall conform with the requirements of the health department of the State of Texas and the local authorities having jurisdiction.
- (b) All residences must be registered with the Trinity River Authority and/or connected to the central water system.

5. Lot Maintenance.

- (a) The owner(s) of a lot or lots, shall, at least one (1) time per month, or six (6) times per year, during the growing season, which shall be considered as April, May, June, July, August, and September, mow all weeds and grass thereon, and shall at all times keep all weeds and grass thereon cut in a sanitary, healthful and attractive manner, and shall in no event use any lot for storage of material and equipment, including, but not limited to, "junk", as defined herein, except for normal residential construction requirements, or permit the accumulation of junk, as defined herein, garbage, trash or rubbish of any kind thereon. As used herein, "junk" shall include, but not limited to, car parts, boat motor parts, non-operating motor vehicles, non-operating lawn mowers, boats, motors, wood, bricks, rocks, non-functioning appliances outdoors and other miscellaneous items which are not directly related to single family residential purposed and/or are an eye sore to the other lot owners in Paradise Acres Subdivision, Section I. If the lot owner(s) fails to maintain the lot, or lots, as required by this Deed Restriction, then the Board of Directors of the Association shall give the lot owner(s) thirty (30) days to bring the lot, or lots, within the Deed Restrictions. In the event of failure on the part of the owner(s) or occupant of any lot in this subdivision in observing the requirements of this paragraph, or any of them, and after receiving the thirty day notice set forth herein by the Board of Directors, the Board of Directors of the Association, may, without liability to the owner(s) or occupant, in trespass or otherwise, enter upon said lot, cut or cause to be cut, such weeds and grass, and remove or cause to be removed such junk, garbage, trash, rubbish, etc., so as to place said lot in a neat, attractive, healthful and sanitary condition, and may bill the lot owner of such lot for

the cost of such work. The owner(s) agrees by the purchase or occupation of any lot, to pay such statement immediately upon receipt thereof. Payment of said assessment for work performed under this restriction shall be secured by a lien against the lot, and any amounts owed under this restriction shall be past due thirty (30) days after the date of notice to said lot owner of said assessment.

- (b) No noxious or offensive trade or activity shall be carried on upon this property nor shall anything be done thereon which may become an annoyance or nuisance to the neighborhood.
- (c) The Association shall have the right to enter the property where a violation exists under this paragraph and remove the incomplete structure or other items at the expense of the offending party.
- (d) Prior to such entry and correction of the restriction violation, the property owners shall be given thirty (30) days notice of the violation and an opportunity to cure the violation. If the violation is not corrected in that period of time, or such period as may be agreed upon by the lot owner and the Association shall have the right to correct such deed restriction violation, and if the cost of such correction is not paid within thirty (30) days of invoice, then a contractual 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.

6. Subdividing of Lot.

No lot may be subdivided without the consent of the Board of Directors. No lot or any part of a lot shall be used for a street, access road or public thoroughfare without the prior written consent of the Board of Directors.

7. Liability of Owners to Owners' Families and Guests.

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, lake or playground or property of said subdivision or Association, and the Association shall not be liable for any such injury.

8. Transport Vehicles.

Trucks with tonnage in excess of one (1) ton shall not be permitted to park on the streets, driveways, or lots overnight, and no vehicle of any size which normally transports flammable or explosive cargo may be kept in the Subdivision at any time.

9. Drilling and other Activities.

Drilling or exploration of minerals is not allowed.

10. Pets.

Property owners are required to properly care for their pets by keeping them safely contained in their yards behind a fence or on a leash when walking in the subdivision. Pet owners shall raise or maintain their animals in such a manner as to not cause offensive odors otherwise be a nuisance,

danger or annoyance to other residents or property owners. Pet owners must pick up after their animals.

11. Property Owners Association.

- (a) "Property Owners Association", and/or "Association", as such term is used herein, shall mean the "Paradise Acres Improvement Association, Section I".
- (b) Every property owner in Paradise Acres Subdivision, Section I shall be a member of the Association, and the Association shall be a Property Owners Association as defined by the Texas Property Code. 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, as well for enforcement of any other deed restriction violation.
- (c) Any lot owner who has not paid the annual maintenance fees applicable to the lot he/she owns, once such maintenance fees are payable as provided by these restrictions and the Bylaws, shall be considered in default. Except as may otherwise be provided for by Chapter 209 of the Texas Property Code, 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 or office of the Association.
- (d) 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 what ever 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.
- (f) Rental or lease of the lot and the residence thereon for any period of time less than 90 days shall be prohibited. 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. Each property owner is allowed to have no more than one rental property.

12. Maintenance Fees.

- (a) Each lot in Paradise Acres is hereby subjected to an annual maintenance fee, at a rate to be determined by the Association at its annual meeting each September of each year, with said

maintenance fee to be secured by a lien against said lot. Said maintenance fees shall be due on or before April 30 of each year, and shall be deemed delinquent if not paid by May 1 in any year that such fees are due.

- (b) 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 previous year. Said assessments shall be in the form of a covenant to run with the ownership of the said lots.
- (c) 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 Association:

lighting, constructing, improving, and maintaining streets, boat launch, bulk head, common recreational park area, signage, club house or lots owned by the association, payment of legal fees and court costs of the Association; and 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 is considered of general benefit to the owners or occupants of the 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.

13. Enforcement of Deed Restrictions.

- (a) The Board 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, said lawsuit to be brought in the name of the Association, upon a vote by majority of the Board at a 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. Any lot owner who has not paid the annual maintenance fees applicable to the lots he owns, once such maintenance fees are payable as provided by these restrictions and the Bylaws, shall be considered in default. Except as otherwise provided by the Texas Property Code, any lot owner who is 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 or office of the Association.
- (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 Architectural Control Committee, nor the members of said Committee, nor 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 pre-ponderance of the evidence that the exercise of discretionary authority was arbitrary, capricious, or discriminatory.

- (d) Notwithstanding the waiver, invalidity, illegality, or unenforceability of any one or more of these restrictions, covenants, or conditions, by judgment, court ordered, action of the Board of the Association, or otherwise, shall in no wise constitute a waiver of or invalidate any other restriction, covenant, or condition, but all such other restrictions, covenants and conditions shall continue to remain in full force and effect as if such waiver had never existed or such invalid, illegal, or unenforceable provision had never been contained herein.

14. Duration and Amendment.

The provisions hereof, including the Reservations, Restrictions and Covenants and assessments herein set 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, and administrators and assigns, and all persons or parties have been recorded in the records of the County Clerk of Polk County, Texas agreeing to change said covenants in whole or in part. Additionally, the Association, to be established as provided herein, shall have the right at any time hereafter to make such reasonable changes in or waivers of any or all of the above restrictions, conditions, covenants, as the Association in its sole discretion may deem reasonably necessary or desirable, subject to the approval of the Association's members by a majority vote of the property owners present in favor of such change in or waivers of any or all of the restrictions, conditions, and covenants, by the members of the Association at a special or annual meeting at which a quorum is had, and at which special or annual meeting specific notice of such reasonable changes in or waivers of any or all of the above restrictions, conditions, covenants is given.

15. Partial Invalidity and Severability.

- (a) It is understood that no act or omission upon the part of any party hereto or any person hereafter acquiring an interest in said property by, through, or under same shall ever be construed as a waiver of the operation or enforcement of these covenants and restrictions, and easements.
- (b) In the event 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 provisions, including Restrictions, Reservations and Covenants shall remain in full force and effect, binding in accordance with their terms.

16. Special Assessment.

In addition to the Maintenance Fee assessment set forth in these Restated and Amended Restrictions, the owners of lots purchased in said Subdivision may be subject to a "Special Assessment" for road repairs, boat ramp, bulkhead or building facilities in such amount as may be established by the Association at a special or annual meeting of the members, at which a quorum is present and at which notice for an election for the assessment of said Special Assessment is given at least thirty (30) days in advance of such meeting. Should the special assessment be approved by a majority vote of the members, represented in person or by proxy, of

the Property Owners Association at the annual meeting of the Property Owners Association or special called meeting of the members, then the Special Assessment shall become effective on the date noticed, with the proceeds from such special assessment being ear-marked for the specific purpose set forth in the notice of such election. Said Special Assessment shall be secured by a lien against said lot, the same lien as provided for by restrictions. The failure to pay said any Special Assessment shall constitute authorize the Association to bring a lawsuit to judicially lien against said lot. This lien is in the form of an assessment to run with the ownership of said lots. The Special Assessment shall be deemed delinquent if not paid within thirty (30) days of the date set forth in the notice as being the date the Special Assessment is due.

17. Definitions.

- (a) Association. "Association" shall mean and refer to the Paradise Acres Improvement Association, Section I, a non-profit corporation organized under the laws of Texas, its successors and assigns.
- (b) Board of Directors. "Board of Directors" shall refer to the board of directors elected by the members of the Association.
- (c) Common Facilities. "Common Facilities" shall mean the roads, street lights, parks, boat launch, entrance features of the Subdivision, and landscaped areas established by the Developer for use as Common Facilities.
- (d) County Clerk. "County Clerk" shall mean the County Clerk of Polk County, Texas.
- (e) Declarations and/or Restrictions. "Declaration" and/or "Restrictions" shall mean the declarations and restrictions filed of record with the County Clerk for the Subdivision.
- (f) Dedicatory Instrument. "Dedicatory Instrument" shall mean each instrument governing the establishment, maintenance, and operation of the Paradise Acres Improvement Association, Section I, and includes a declaration or similar instrument subjecting real property to restrictive covenants, certificate of formation, bylaws, or similar instruments governing the administration or operation of a property owners association, to properly adopted rules and regulations of the property owners' association, or to all lawful amendments to the covenants, bylaws, instruments, rules, or regulations, including but not limited to those identified above under "Declaration". Dedicatory Instrument further shall mean the Articles of Incorporation (now known as Certificate of Formation), Bylaws, and other rules, regulations, and resolutions filed of record with the Polk County Clerk.
- (g) Directors. "Directors" shall mean and refer to any duly elected or appointed member of the Board of Directors.
- (h) Electronic ballot. "Electronic ballot" means a ballot:
 1. given by: (a)mail;
 - (b) posting on an Internet website;
 2. for which the identity of the property owner submitting the ballot can be confirmed;
 - and

3. for which the property owner may receive a receipt of the electronic transmission and receipt of the owner's ballot. (Source: Section 209.00592(4), Texas Property Code).
- (i) Lot. "Lot" shall mean any residential lot in the Subdivision, and identified in the documents filed of record, identified herein, and on record with the County Clerk.
- (j) Maintenance Charge. "Maintenance Charge" shall mean the periodic charge collected by the Association, (also known as maintenance fee) for each Lot in the Subdivision for the purpose of maintaining and improving the Subdivision.
- (k) Maintenance Fund. "Maintenance Fund" shall mean the amounts collected from time to time by the Association, upon payment of Maintenance Charges by the Owners.
- (l) Member. "Member" or "Members" shall mean and refer to all those Owners who are members of the Association as provided for in the Restrictions and/or in these Bylaws.
- (m) Owner. "Owner" shall mean and refer to the record owner, whether one or more persons or entities, of the fee simple title to any Lot which is part of the Properties, including contract sellers, but excluding those having such interest merely as security for the performance of an obligation.
- (n) Plats. "Plats" shall mean the plat of the subdivision recorded in the Polk County Clerk's office.
- (o) Record Date. "Record Date" shall mean the date that the notice of any annual or special meeting is mailed.
- (p) Regular Assessment. "Regular Assessment" shall mean the annual amount that each owner of property within a residential subdivision is required to pay to the Association, which is designated for use by the Association for the benefit of the property owners of the Subdivision, as provided by the Restrictions, and include maintenance charges and maintenance fees.
- (q) Special Assessment. "Special Assessment" shall mean any fee and/or due, other than a regular assessment, that each Member is required to pay to the Association, as established by the Members at an annual or special meeting of the members of the Association at which a quorum is present and at which at least thirty (30) days' notice is given of the intent to establish a Special Assessment and which action of the Members authorizes the Association to charge for:
1. Defraying, in whole or in part, the cost, whether incurred before or after the assessment, of any construction or reconstruction, repair, or replacement of a capital improvement in the Common Areas owned by the Association, including the necessary fixtures and personal property related to such Common Areas, to the extent such expense is not sufficiently provided for with Regular Assessment funds;
 2. Maintenance and improvement of Common Areas owned by the Association; and/or
 3. Such other purposes of the property owners' association as stated in the Association's Certificate of Formation or the dedicatory instrument for the Subdivision.
- (r) Subdivision - "Subdivision" shall mean the Paradise Acres Improvement Association, Section I, Polk County, Texas, as shown on the respective Plats on file with the Polk County Clerk's office.

This document was presented to the Paradise Acres Subdivision, Section 1 property owners by the Paradise Acres Improvement Association, Section 1 - Executive Board at the, Saturday, September 17, 2022 annual meeting. These restrictions were approved by majority vote on September 17, 2022

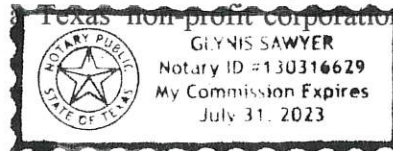
These restrictions are effective upon filing in the County Clerk's office of Polk County, Texas. Executed on this 11 day of May, 2023.

Holly Knee

Holly Knee, President

THE STATE OF TEXAS §
COUNTY OF POLK §

This instrument was acknowledged before me on the 15th day of April, 2023, by Holly Knee, President, of Paradise Acres Improvement Association, Section 1, a Texas non-profit corporation on behalf of said corporation.



NOTARY PUBLIC, STATE OF TEXAS



Katherine Melara

Katherine Melara, Secretary

THE STATE OF TEXAS §
COUNTY OF HARRIS §

This instrument was acknowledged before me on the 15th day of April, 2023, by Katherine Melara, Secretary, of Paradise Acres Improvement Association, Section 1, a Texas non-profit corporation on behalf of said corporation.

Glynis Sawyer

NOTARY PUBLIC, STATE OF TEXAS

FILED FOR RECORD
May 11 2023 12:46:39

Schelana Hock
SCHELANA HOCK
POLK COUNTY CLERK



STATE OF TEXAS - COUNTY OF POLK
I, SCHELANA HOCK hereby certify that the instrument was FILED in the file number sequence on the date and at the same time stamped heron by me and was duly RECORDED in the Official Public Records in Volume and Page of the named RECORDS OF Polk County, Texas as stamped heron by me.

Schelana Hock
COUNTY CLERK
POLK COUNTY, TEXAS

May 11, 2023