

AMENDMENTS TO DEDICATION AND RESTRICTION

Amendment #2

AMENDMENT TO DEDICATION AND RESTRICTIONS
FOR KALITA POINT, SUB-DIVISION.

THE STATE OF TEXAS

KNOW ALL MEN BY THESE PRESENTS:

THE COUNTY OF POLK

THAT, WHEREAS, under date of October 1, 1971, I, THERON L. MOORE, developer and owner of KALITA POINT, a Subdivison in Polk County, Texas, did execute and place of record in the Office of the County Clerk of Polk County, Texas, an instrument entitled DEDICATION AND RESTRICTIONS FOR KALITA POINT, SUB-DIVISION,

covering the following land and premises, to-wit:

TRACT ONE: That certain 3.15 acres of land described in that certain Partition Deed by and between J. D. Coogler and Theron L. Moore, as described in Volume 232, Pages 343 et seq. of the Deed Records of Polk County, Texas, and being the tract partitioned to Theron L. Moore; and,

TRACT TWO: That certain 8.936 acres of land conveyed by Southland Paper Mills, Inc. to Theron L. Moore as the same is shown of record in Volume 253, Pages 431 et seq. of the Deed records of Polk County, Texas:

said instrument appearing of record in Volume 260, Pages 92 et seq. of the Deed Records of Polk County, Texas, to which instrument and its recording therein reference is here made for all of its terms and provisions and all other pertinent purposes:

AND, WHEREAS, in said instrument there appears, among other provisions therein, the following provisions:

(2). "If the parties hereto, or any of them or their heirs, successors, or assigns shall violate or attempt to violate any of the covenants herein, it shall be lawful for the undersigned, Theron L. Moore, his heirs and assigns, to enter and abate such violation without liability, and any other person owning any real property, situated in said sub-division shall have the right to prosecute any proceeding at law or in equity against the persons violating or attempting to violate such restrictions, and either to prevent him or them from doing, or to cause to be removed such violation, or to recover damages for such violation."

(4). "No building shall be erected, placed or altered on any building tract in this sub-division until the plans, specifications and plot plans showing the location of such building has been approved in writing as to conformity and harmony of external design with the existing structures in the sub-division, and as to location with respect to topography and furnished ground elevation by the Architectural Committee composed of Theron L. Moore, Theron L. Moore, Jr. and J. Thomas Moore, who shall serve two year terms, and shall be re-appointed by the said Theron L. Moore, his heirs or assigns at the end of each two years, the first term to run to March 10, 1973, and in the event of a resignation or death of any member of said Committee, the remaining members or member shall have full authority to approve or disapprove such design and location within thirty days after said plans and specifications have been submitted to it, or in any event, if no suit to enjoin the erection of such building or the making of such alterations has been commenced prior to the completion thereof, such approval will not be required and this covenant shall be deemed to have been complied with. Neither the members of such Committee nor its designated representatives shall be entitled to any compensation for services performed pursuant to this covenant."

(11). "No residential structure shall be placed on a residential tract unless its living area meets the minimum of square feet of floor area as designated by the Architectural Committee for the lot and in no event to be less than 850 square feet of floor area; excluding porches and garages. (Amended as to Sections Two (2) and Three (3) to 1000 square feet in floor area, October 1, 1976.)"

(20). "Each lot owner agrees and obligates himself to pay Theron L. Moore, his heirs and assigns, the sum of \$20.00 per year which said sum shall be due and payable on the 10th day of March of each year and the said Theron L. Moore, his heirs and assigns shall accept such payment and use same for the upkeep and maintenance of any boat ramp or park for public use by the lot owners only, streets, street lights, alleyways of the sub-division. If at any time after the year 1977, Theron L. Moore, or his heirs and assigns, is presented a petition signed by a majority of the lot owners of this sub-division requesting a discontinuance of this assessment, then Theron L. Moore, his heirs or assigns, may at its discretion, be relieved of the duties connected with the collection of the assessment and disbursement of the funds, by appointing a committee of three lot owners who shall succeed Theron L. Moore, his heirs or assigns in the administration of the assessment fund. This said assessment shall be a covenant running with the land and shall be collected each year."

(21). "No mobile homes will be allowed on said Kalita Point, Section One; and no lot will be sub-divided."

AND, WHEREAS, it being the desire of the said THERON L. MOORE and the KALITA POINT PROPERTY OWNERS ASSOCIATION (which was Incorporated on June 19th, 1995): to amend said DEDICATION AND RESTRICTIONS FOR KALITA POINT, SUB-DIVISION, as to the aforesaid provisions; KNOW ALL MEN BY THESE PRESENTS:

That, from and after the date hereof, it is hereby provided that Provisions Two (2), Four (4), Eleven (11), Twenty (20), and Twenty-one (21), be, and the same is hereby amended to read as follows:

(2). "If the parties hereto, or any of them or their heirs, successors, or assigns shall violate or attempt to violate any of the covenants herein, it shall be lawful for the undersigned, Kalita Point Property Owners Association, to enter and abate such violation without liability, and any other person owning any real property, situated in said sub-division shall have the right to prosecute any proceeding at law or in equity against the persons violating or attempting to violate such restriction, and either to prevent him or them from doing, or to cause to be removed such violation, or to recover damages for such violation."

(4). "No building shall be erected, placed or altered on any building tract in this su-division until the plans, specifications and plot plans showing the location of such building has been approved in writing as to conformity and harmony of external design with the existing structures in the sub-division, and as to location with respect to topography and furnished ground elevation by the Architectural Committee composed of Kalita Point Property Owners Association Directors, who shall serve as the Architectural Committee during their respective terms, and in the event of a resignation or death of any member of said committee, the remaining members or member shall have full authority to approve or disapprove such design and location within thirty days after said plans and specifications have been submitted to it, or in any event, if no suit to enjoin the erection of such building or the making of such alterations has been commenced prior to the completion thereof, such approval will not be required and this covenant shall be deemed to have been complied with. Neither the members of such Committee nor its designated representatives shall be entitled to any compensation for services performed pursuant to this covenant."

(11). "No residential structure shall be placed on a residential tract unless its living area meets the minimum of square feet or floor area as designated by the Architectural Committee for the lot and in no event to be less than 850 square feet of floor area; excluding porches and garages. (Amended as to Sections Two (2), Three (3), and Four (4) to 1000 square feet in floor area, October 1, 1976.)"

(20). "Each lot owner agrees and obligates himself to pay Kalita Point Property Owners Association the sum of \$30.00 per year (as approved by property owners meeting Saturday, February 18, 1995) which said sum shall be due and payable on the 10th day of March each year and the Kalita Point Property Owners Directors shall accept such payment and use same for the upkeep and maintenance of boat ramp for public use by lot owners only, streets, and street lights of the sub-division. This said assessment shall be a covenant running with the land and shall be collected each year."

(21). "No mobile homes will be allowed on said Kalita Point, and no lot will be sub-divided."

Witness my hand this the 23 day of October, 1995.

By:

Theron L. Moore
THERON L. MOORE

By:

Frank Mathisen
FRANK MATHISEN

By:

Danny Hayes
DANNY HAYES

THE STATE OF TEXAS]

THE COUNTY OF POLK]

BEFORE ME, the undersigned authority, a Notary Public in and for said State and County, on this day personally appeared Theron Moore, Frank Mathisen, and Danny Hayes, known to be the persons whose names are subscribed to the foregoing instrument and acknowledge to me that they executed the same for the purposes and consideration therein expressed.

GIVEN UNDER MY HAND AND SEAL OF OFFICE, this the 23 Day of October, 1995.

Clara Lemons
NOTARY PUBLIC, in and for Polk County, Texas.

