

RESTRICTIVE COVENANTS, RESERVATIONS AND PROVISIONS  
FOR ASSESSMENTS OF CAMP-BRANCH ACRES SUBDIVISION

1970

THE STATE OF TEXAS :  
COUNTY OF TRINITY : KNOW ALL MEN BY THESE PRESENTS

That ROLAND JACKSON, hereinafter known as "Developer," of Trinity County, Texas, the owner of Camp-Branch Acres Subdivision, in the A. M. De La Jarza League, Abstract No. 24, in Trinity County, Texas, a map or plat of said Subdivision having been filed for record with the County Clerk of Trinity County, Texas, on the 10th day of April, A. D. 1967, and recorded in Vol. 2, Page 1-2+3 of the Map or Plat Records of Trinity County, Texas, does hereby set forth the Restrictive Covenants, Reservations, and Provisions for Assessments and other Provisions, which shall govern and apply to each and every lot within said Subdivision and which are hereby declared to be for the mutual benefit of the purchasers of said Subdivision lots, and which shall be enforced by them, or any of them, and by the Developer, as hereinafter provided, said Restrictive Covenants, Reservations, Provisions for Assessments, and Other Provisions being as follows:

All Contracts for Deeds and all Deeds, whether or not executed pursuant to said Contracts for Deeds, shall be in all things subject to these Restrictive Covenants, Reservations, Provisions for Assessments, and Other Provisions, and shall run with and bind all of the lots in said Subdivision, and shall be binding upon all purchasers of said lots, their heirs, successors and assigns.

A. RESERVATIONS

A-1. There are specifically reserved those certain easements in, on, or under the roads, alleys, streets, ways and lots in said Subdivision for installation and maintenance of electric lights, telephone and telegraph poles and wires,

water, sewer, and gas pipes, and drainage facilities, as may be deemed necessary by said Developer. Neither Developer nor any utility company, water company, or municipality, using the aforesaid easements shall be liable for any damage to shrubbery, trees, flowers, or property of any kind on the land within the boundaries of said Subdivision.

A-2. There is further reserved unto the Developer, his heirs, successors and assigns, all of the oil, gas and other minerals on, in and under the premises conveyed or contracted to be conveyed, together with the usual and customary rights of ingress and egress for the purpose of exploring for, drilling, developing and producing said oil, gas and other minerals.

A-3. There is further reserved unto the Developer, his heirs, and assigns, all riparian rights in and to any portion of the land within said Subdivision, and if any lot borders on water, no riparian rights are conveyed to any purchaser of said lot, but, on the contrary, Developer reserves to himself, his heirs, successors and assigns, all riparian rights in said Subdivision; and, in addition thereto, insofar as only the lots in Block "C" of said Subdivision is concerned, Developer reserves unto himself, his heirs, successors and assigns, a three (3) foot water flowage easement in, on, or over those lots in said Block "C" which border or front on any lake or lakes within or adjacent to said Block "C" or said Subdivision.

A-4. Developer, his heirs, successors and assigns, reserve the right to change any of the covenants or stipulations concerning the use of any of the rights-of-way and easements as the conditions and development of said Subdivision shall warrant, and which, in his or their opinion, shall be reasonable.

#### B. RESTRICTIONS

B-1. With the exception of the lots which may hereafter from time to time be specially reserved or set aside by Developer, for commercial or business use, or as parking and/or

boat launching area, and as an access way to the lakes, all of the lots in the Subdivision are strictly restricted to single family residential purposes, and appropriate uses accessory thereto, only.

B-2. No building, dwelling, or other structure, or any portion thereof, including but not limited to roof overhang or eaves, on any residential lot shall be located or erected on said lots within ten (10) feet of the front line of said lot or within four (4) feet of the property line of an adjoining lot owner. Corner residential lots shall be deemed to front on the street having the least frontage. Providing, however, in the event two (2) or more lots are combined to serve as the location of one dwelling, structure, building, etc., then and in such event, the lots combined shall be treated as one.

B-3. Any residence, dwelling, or structure of any kind permitted by Developer to be constructed or placed in said Subdivision must have a minimum floor space or area of four hundred and eighty (480') square feet, exclusive of open screen porches, driveways, sidewalks, carports and garages.

B-4. All residential buildings or dwellings shall be constructed in a good and workmanlike manner. Any building constructed of wood siding must be properly coated with paint or stain.

B-5. Any privies or outside toilet facilities of any kind shall not be permitted, and no privies or outside toilet facilities shall be constructed or maintained on any lot; all plumbing shall be connected with a water-right septic tank and adequate drain field constructed and installed with the health regulations of the State and County and of any other governmental authority having jurisdiction; and the same shall be subject to inspection and approval of the appropriate health officers. No septic tank shall be placed within fifty (50) feet of the water's edge of any lake or stream within or bordering said Subdivision, and the same shall not be drained,

directly or indirectly, into any road, street, alley or open ditch, or any of the lakes or streams. It is expressly authorized that temporary outside toilet facilities of modern design and construction and approved health standards may be used during the construction of dwellings and other structures accessory thereto, but said use is not to exceed a reasonable period of time as determined by Developer.

B-6. Private driveways and walks crossing any ditch along any of the dedicated roadways or streets must have culverts of sufficient size to prevent flooding or other obstruction in the flow of water through the ditch. Such culverts must be approved by Developer. All culverts shall be constructed of concrete.

B-7. No noxious, offensive, unlawful or immoral activities shall be carried on upon any lot or tract, nor shall anything be done thereon which shall become an annoyance or a nuisance to the said Subdivision.

B-8. No swine, poultry, fowl, goats, cattle, horses, or any other animals shall be kept or raised on any part of the Subdivision. Household pets may be kept on the individual lots but may not be bred or maintained for commercial purposes or for sale.

B-9. No trash, manure, garbage, putrescible matter or debris of any kind shall be dumped or permitted to accumulate on any lot, and, upon the designation, if any, of the Developer, all such refuse and debris shall be placed in a designated area in the Subdivision.

B-10. No hunting or the use of firearms shall be allowed in the Subdivision.

B-11. No timber or trees shall be sold, cut, or removed from any lot, except from the actual building site during the construction of any dwelling, building, or structure, until the lot is paid for in full.

B-12. No boat, trailer, or equipment of any kind shall be parked on any street or roadway in said Subdivision.

B-13. If the owner or occupany of any lot fails to abide by any obligation or provision pertaining to cleanliness or maintenance of lots as previously mentioned, the Developer, or his agents or assigns, may go upon such lot and correct the default and shall not be guilty of any trespass or be liable to the lot owner in any respect for doing so, and the lot owner shall be obligated to reimburse the Developer for his expense in doing said work, and the amount to be reimbursed shall be secured by a lien against the lot in the same manner as the maintenance charge hereinafter provided for.

B-14. The purchasers and owners of lots in said Subdivision shall be entitled to use any lake or lakes within or adjacent to said Subdivision, insofar as Developer has the authority to authorize such use, for fishing (not commercial fishing), boating, and recreational purposes, subject to the rules and regulations set out and promulgated by Developer as from time to time said Developer may deem to be in the best interest of all of the owners of lots in said Subdivision. Violation of such rules and regulations by lot owners shall subject such owners to loss of the privileges of use of said lake premises, but such loss of privilege to use said lake or lakes shall not impair the obligation of the owner to pay the annual maintenance charges as provided for herein.

B-15. The purchaser or owner of a lot in said Subdivision fronting upon a lake shall have the right, subject to obtaining permission necessary from any governmental authority with jurisdiction thereof, to construct a pier from the bank of the lake contiguous to and at the center line of the lot of said purchaser or owner thereof, perpendicular to bank of said lake into the lake, which said pier shall not be of such length as to interfere with the use of said lake by boats, and which said pier is to be constructed in a sound and workmanlike manner. Said pier shall be for the exclusive use of the said purchaser or owner of said lot and those persons using same with his express permission. Anyone using said pier without owner's

permission may be deprived of all lake privileges by said Developer.

B-16. If the Parties hereto, or any of them, or their heirs or assigns, shall violate any of the covenants herein, it shall be lawful for any other person or persons owning any real property situated in said Subdivision to prosecute in proceedings at law or in equity against the person or persons violating or attempting to violate such covenants and either prevent him or them from so doing or to recover damages or other dues for such violation.

B-17. All streets, avenues, alleys and walkways on the map or plat os said Subdivision on record with the County Clerk of Trinity County, Texas, are dedicated to public use.

B-18. No dwelling, building or other structure may be placed on any lot or lots fronting on Lake Livingston below an elevation of 135 feet above seal level without the permission of the Trinity River Authority, if such permission is required.

#### C. PROPERTY OWNERS ASSOCIATION

C-1. There is hereby created the CAMP-BRANCH ACRES SUBDIVISION PROPERTY OWNERS ASSOCIATION, hereinafter referred to as "Association," which shall initially be composed of not fewer than three (3) Directors, at the Developer's pleasure.

C-2. The Association shall be composed initially of Roland Jackson, Developer, who will be Chairman of the said Association. As to the other Directors of the Association, said Developer shall have the sole and exclusive authority each year to appoint the Directors of said Association as seen fit by him, until all of the lots in said Subdivision are sold. In the event the said Roland Jackson shall not appoint any other Directors of the Association, then the said Roland Jackson shall alone exercise the powers and authorities of the Association.

C-3. Within ninety (90) days after Developer has sold all of the lots in said Subdivision, or sooner if Developer

desires, an election will be held to elect five (5) Directors of said Association, who must be lot owners in said Subdivision, and who shall annually elect a Chariman from their number who shall vote only in cases of ties. Similar elections shall be held each year thereafter. These officers shall thenceforth constitute the governing body of said Association.

C-4. A vanancy on the Association's Board of Directors, resulting from the death, resignation, or inability or refusal to serve, on any Director, may be filed by appointment by the remaining Directors of said Association.

C-5. Written notice of each meeting to elect a new Board of Directors of said Association shall be mailed to each lot owner at his last known address, at least ten (10) days before the date of the meeting.

C-6. At each election, the owner of each lot shall be entitled to one vote; combined lots are to be treated as one lot. Votes may be cast in person or by the holders of properly executed written proxies.

C-7. The Board of Directors of said Association shall function as representatives of all the property owners in the Subdivision and shall be authorized to collect and expend, in the interest of the Subdivision as a whole, the maintenance fund hereinafter created; enforce by appropriate proceedings the foregoing restrictions; enforce or release any lien imposed on any lot by reason of failure to pay the maintenance charge hereinafter provided for; approve or reject any reasonable request of lot owners, such as overnight camping privileges; and enforce any other of the provisions and restrictions pertaining to said Subdivision.

#### D. ASSESSMENTS

D-1. The lots in said Subdivision and the owners thereof are hereby subject to an annual maintenance charge, which shall be an assessment against the lots and the owners thereof for the purpose of creating a fund to be expended by the Developer, or his agents or assigns, in the interest of the Subdivision

as a whole. The amount of said annual charge shall be Ten and No/100 (\$10.00) Dollars per lot. Such annual charge may be adjusted from year to year by a majority vote of the lot owners, after Developer has sold all lots within said Subdivision. Each lot owner shall pay the amount of the charge against his lot on or before January 15th of each year, and such money shall be held in trust and used for the benefit of all lot owners in said Subdivision. This assessment may be waived specifically by the Developer, but in this case, such waiver must appear in the General Warranty Deed.

D-2. The following authorized uses of said money are set forth by way of example and not by way of exclusion or limitation: lighting; collecting and disposing of garbage, trash and other debris; street repair and maintenance; appropriate full insurance coverage protecting the lot owners and the Developer; caring for vacant lots; fogging or spraying for insects; building and improving and maintaining parks and other facilities for the use of all lot owners.

D-3. The first assessment against each lot and the owner thereof shall be for the calendar year following the year during which the lot is sold by Developer to the lot owner, whether the sale be pursuant to a Deed or Contract of Sale.

D-4. The amount assessed against each lot shall be secured by a lien on such lot, which lien is hereby created, and such lien shall be enforceable through appropriate proceedings at law by the Developer or his agents.

D-5. The lien hereby created, as well as the lien referred to earlier in the restrictions, shall be subordinate to the liens or lien of any bona fide lender who hereafter lends money to a lot owner for the purchase of his lot and/or the construction, improvement and/or permanent financing of any buildings on any lot, and also such lien shall be subordinated to any lien made by a lender to the Developer on any of the lots in the Subdivision.



D-6. This privilege of assessment or levy may be assigned by Developer to the Board of Directors of CAMP-BRANCH ACRES SUBDIVISION PROPERTY OWNERS ASSOCIATION.

E. GENERAL PROVISIONS

E-1. These Covenants, Restrictions, Reservations, Assessments, and Provisions are to run with the land, and shall be binding on all parties, persons, firms and partnerships, claiming under them for a period of twenty-five (25) years from the date this instrument is recorded with the County Clerk of Trinity County, Texas, after which time said Covenants and Assessments, etc., shall automatically be extended for successive periods of ten (10) years unless a written instrument signed by a majority of the then owners of the lots has been recorded, agreeing to change said covenants, restrictions, etc., in whole or in part or to revoke them.

E-2. All restrictions, reservations, covenants, assessments and provisions shall be binding on the purchasers or the successors, heirs and assigns of the purchasers. If any person or persons shall violate or attempt to violate any of the covenants herein, it shall be lawful for any other person or persons owning property situated in said Subdivision to prosecute any proceeding at law or in equity, against the person or persons violating or attempting to violate any such covenant and either to prevent, enjoin and restrain him or them from so doing, or to recover damages or other dues for such violation.

E-3. If any one or more of the foregoing restrictions, provisions, or covenants shall become or be held to be invalid, by reason of waiver, judicial decision, or otherwise, the other provisions set forth above shall not be affected thereby but shall remain in full force and effect.

E-4. In the event there is any doubt or ambiguity as to the intent, intendment or meaning of any Covenant, Assessment, Restriction, Stipulation or Reservation contained herein or in any portion thereof, all doubt shall be resolved in favor

of upholding the broadest construction of said Covenant, Assessment, Restriction, Reservation or Stipulation, or any portion thereof.

WITNESS MY HANDS this the 16<sup>th</sup> day of June, A. D. 1967.

Roland Jackson  
ROLAND JACKSON

THE STATE OF TEXAS :

COUNTY OF LIBERTY :

BEFORE ME, a Notary Public in and for said County and State, on this day personally appeared ROLAND JACKSON, known to me to be the person whose name is subscribed to the foregoing instrument, and acknowledged to me that he executed the same for the purposes & consideration therein expressed.

16<sup>th</sup> GIVEN UNDER MY HAND AND SEAL OF OFFICE this the day of June, A. D. 1967.

Cameron Hightower  
Notary Public in and for  
Liberty County, Texas

THE STATE OF TEXAS }  
COUNTY OF TRINITY }

I, Bettie Mae Ainsworth, Clerk of the County Court in and for said county, do hereby

certify that the annexed and foregoing instrument of writing with its certificate of authentication, was filed for record in my office 30 day of August, 1967, at 1:50 o'clock P. M., and recorded the 7 day of Sept., 1967, at 10:00 o'clock a. M., in Deed Record of said County in Vol. 183 on page 157.

Witness my hand and the seal of the County Court at office in Groveton, Texas, the day and year last above written.

Bettie Mae Ainsworth  
County Clerk Court, Trinity County, Texas  
By Laudya Campbell Deputy

AMENDMENT TO RESTRICTIVE COVENANTS, RESERVATIONS  
AND PROVISIONS FOR ASSESSMENTS OF CAMP-BRANCH ACRES SUBDIVISION

ROLAND JACKSON                   :           SUBDIVISION RESTRICTIONS  
TO                                   :           OF  
THE PUBLIC                        :           CAMP-BRANCH ACRES SUBDIVIS:  
THE STATE OF TEXAS             :           TRINITY COUNTY, TEXAS  
COUNTY OF TRINITY             :           BLOCKS A, E, AND C

WHEREAS, ROLAND JACKSON, of Trinity County, Texas, is the owner and developer of CAMP-BRANCH ACRES SUBDIVISION, located in Trinity County, Texas, said Subdivision composed of three (3) blocks, having been filed for record with the County Clerk of Trinity County, Texas, in Volume   2  , Pages   /   through   7  , of the Map Records of Trinity County, Texas; and,

WHEREAS, ROLAND JACKSON has filed for CAMP-BRANCH ACRES SUBDIVISION certain restrictive covenants and reservations which govern and apply to each and every lot and tract within said Subdivision for the mutual benefit of the purchasers and owners of said lots and tracts within said Subdivision; and,

WHEREAS, it has become necessary to amend and alter certain parts of said restrictions and reservations in order to extend the reservation in ROLAND JACKSON of a three (3) foot water flowage easement in, on, or over those lots in Block "C" of said Subdivision to all lots in all Blocks in said Subdivision; and

WHEREAS, the Restrictive Covenants, Reservations, and Provisions for Assessments of Camp-Branch Acres Subdivision is recorded in Volume   /  , Page   /   of the Deed Records of Trinity County, Texas; and

WHEREAS, it is the purpose of this instrument to amend said restrictions and reservations;

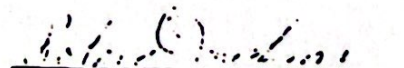
NOW, THEREFORE, KNOW ALL MEN BY THESE PRESENTS, That

I, ROLAND JACKSON, the owner and developer of CAMP-BRANCH ACRES SUBDIVISION, do now set forth and provide the following reservations for CAMP-BRANCH ACRES SUBDIVISION, which Subdivision is more fully shown by that map or plat or maps or plats recorded in Volume 2, Pages 1 through 5, of the Map or Plat Records of Trinity County, Texas, as follows:

(1). Section 4-3 of said Restrictive Covenants, Reservations and Provisions for Assessments, recorded in Volume 153, Page 137 of the Deed Records of Trinity County, Texas, is hereby amended to read in full as follows: "There is further reserved unto the Developer, his heirs and assigns, all riparian rights in and to any portion of the land within said Subdivision, and if any lot borders on body of water, whether created or placed by man or by nature, no riparian rights are conveyed to any purchaser of said lot, but, on the contrary, Developer reserves to himself, his heirs, successors and assigns, all riparian rights in said Subdivision; and, in addition thereto, insofar as all lots in all Blocks of said Subdivision are concerned, Developer reserves unto himself, his heirs, successors and assigns, a three (3) foot water flowage easement in, on, or over those lots which border or front on or are adjacent to any lake or lakes, whether created and/or placed by man or by nature, within or adjacent to said lots and blocks in said Subdivision."

(2). Nothing herein shall in any way be construed to diminish, weaken, void, or lessen the effect of the other restrictions, reservations and provisions heretofore filed in Volume 153, Page 137, of the Deed Records of Trinity County, Texas.

WITNESS MY HANDS this the 31 day of January,  
A. D. 1968.

  
ROLAND JACKSON

THE STATE OF TEXAS :  
COUNTY OF Trinity :

BEFORE ME, a Notary Public in and for said County and State, on this day personally appeared ROLAND JACKSON, known to me to be the person whose name is subscribed to the foregoing instrument, and acknowledged to me that he executed the same for the purposes and consideration therein expressed.

GIVEN UNDER MY HAND AND SEAL OF OFFICE this the 21 day of February, A. D. 1968.



Bertie Mae Ainsworth  
Notary Public in and for  
Trinity County, Texas

THE STATE OF TEXAS }  
COUNTY OF TRINITY }

I, Bettie Mae Ainsworth, Clerk of the County Court in and for said county, do hereby

certify that the annexed and foregoing instrument of writing with its certificate of authentication, was filed for record in my office 21 day of February, 1968, at 3:15 o'clock P. M., and recorded the 29 day of February, 1968, at 9:30 o'clock A. M., in Deed Record of said County in Vol. 185 on page 135.

Witness my hand and the seal of the County Court at office in Groveton, Texas, the day and year last above written.

Bettie Mae Ainsworth  
County Clerk Court Trinity County, Texas  
By Ludya Campbell Deputy

ADDENDUM

THE STATE OF TEXAS §  
  §  
COUNTY OF TRINITY §

KNOW ALL MEN BY THESE PRESENTS:

The following proposals were passed by majority vote of the CAMP-BRANCH ACRES PROPERTY OWNERS ASSOCIATION on September 4, 1982 and are hereby, for all purposes, made a part of and amendment to the Restrictive Covenants dated January 16, 1981 and filed in Volume 290, Page 333 of the Deed Records of Trinity County, Texas. Said amendments as adopted amend Paragraph D-1 and read as follows, to-wit:

Annual maintenance charge shall be changed from per lot to per owner for all property owners in the Camp-Branch Acres Subdivision and that this change shall be in effect since January 15, 1977.

Annual maintenance charge shall be \$30.00 per year per property owner in the Camp-Branch Acres Subdivision and that this change shall be in effect since January 15, 1977.

SIGNED this 4th day of December, 1982.

CAMP-BRANCH ACRES PROPERTY OWNERS ASSOCIATION

By: Weldon Hicks  
Weldon Hicks,  
Chairman of the Board

THE STATE OF TEXAS §  
  §  
COUNTY OF Trinity §

This instrument was acknowledged before me on this the 4th day of December, 1982, by WELDON HICKS, Chairman of the Board of CAMP-BRANCH ACRES PROPERTY OWNERS ASSOCIATION, on behalf of said association.



J. F. Anderson  
Notary Public, State of Texas  
My Commission Expires: 4-2-84

ADDENDUM

THE STATE OF TEXAS §  
  §  
COUNTY OF TRINITY §

KNOW ALL MEN BY THESE PRESENTS:

The following proposal was passed by majority vote of the CAMP-BRANCH ACRES PROPERTY OWNERS ASSOCIATION on September 4, 1982 and is hereby, for all purposes, made a part of and amendment to the Restrictive Covenants dated October 21, 1970 and filed in Volume 201, Page 669 of the Deed Records of Trinity County, Texas. Said amendment as adopted amends Paragraph D-4 and reads as follows, to-wit:

An interest charge of 1-3/4% per month (21% annually) shall apply to late annual maintenance payments. Late payments are payments not received on or before January 15th. Late payment interest shall be secured by a lien under same provisions for a lien of assessed annual maintenance charge.

SIGNED this 4th day of December, 1982.

CAMP-BRANCH ACRES PROPERTY OWNERS ASSOCIATION

By: Weldon Hicks  
Weldon Hicks,  
Chairman of the Board

THE STATE OF TEXAS / §  
  §  
COUNTY OF TRINITY §

This instrument was acknowledged before me on this the 4th day of December, 1982, by WELDON HICKS, Chairman of the Board of CAMP-BRANCH ACRES PROPERTY OWNERS ASSOCIATION, on behalf of said association.



J. J. [Signature]  
Notary Public, State of Texas  
My Commission Expires: 4-2-84

135284

ADDENDUM

THE STATE OF TEXAS

KNOW ALL MEN BY THESE PRESENTS:

COUNTY OF TRINITY

The following proposal was passed by majority vote of the **Camp Branch Acres Property Owners Association (CBAPOA)** on September 3, 1982 and is hereby, for all purposes, made a part of and amends the Restrictive Covenants dated January 1, 1977. Said amendment establishes a penalty for unpaid annual maintenance dues. The **CBAPOA** will collect 1 ¾ % interest per month on late dues. This amount will be paid in addition to the unpaid dues. Said amendment, as adopted amends Paragraph D-1 adding the following statement:

This annual charge will automatically accrue 1 ¾'s % interest per month if not paid by January 15<sup>th</sup> of each year and must be paid with the late dues.

SIGNED THIS 31st DAY OF December, 2008 7

CAMP BRANCH ACRES PROPERTY OWNERS ASSOCIATION

By: Jerry Sullivan  
Jerry Sullivan  
Chairman of the Board

THE STATE OF TEXAS

COUNTY OF TRINITY

This instrument was acknowledged before me on this, the 31st day of December, 2007, 2008, by Jerry Sullivan, Chairman of the Board of **Camp Branch Acres Property Owners Association**, on behalf of said Association.

Elizabeth Holcombe  
Notary Public, State of Texas  
My Commission Expires:  
January 25, 2009

Elizabeth Holcombe  
Notary  
STATE OF TEXAS }  
COUNTY OF TRINITY }  
I, Elizabeth Holcombe, a Notary Public in and for said county, do hereby certify that this instrument was acknowledged before me in my office on this day of December, 2007, 2008, by Jerry Sullivan, Chairman of the Board of Camp Branch Acres Property Owners Association, on behalf of said Association. Witness my hand and the seal of the County of Trinity, Texas, this 31st day of December, 2007, 2008.



ADDENDUM FOR CHANGING CBPOA BY-LAWS

THE STATE OF TEXAS

KNOW ALL MEN BY THESE PRESENTS:

COUNTY OF TRINITY

The following proposal was passed by majority vote of the **Camp Branch Acres Property Owners Association (CBAPOA)** on 17 May 2010 and is hereby, for all purposes, made a part of and amends the Restrictive Covenants dated 10 April, 1967. Change Paragraph E-1 to read: These Covenants, Restrictions, Reservations, Assessments, and Provisions are to run with the land, and shall be binding on all parties, persons, firms and partnerships, claiming under them for a period of twenty five years from the date this instrument is recorded with the County Clerk of Trinity County, Texas, after which time said Covenants and Assessments, etc., shall automatically be extended for successive periods of ten (10) years unless a written instrument signed by a majority of lot owners at the annual general meeting or special meeting has been recorded, agreeing to change said covenants, restrictions, etc. in whole or in part, or to revoke them. Changes may also be made by sending ballots to all lot owners. A majority will then be defined as a majority of all ballots returned within 30 calendar days. No meeting will be held to change our by-laws unless notification of changes has been sent to all lot owners with an absentee ballot and/or proxy form. This must be sent to all lot owners at least 10 days prior to annual or special meeting. Only returned absentee ballots, proxy voting forms, and the lot owners present will be counted to determine a majority in any meeting held to change these by-laws. In case of a tie vote, the Chairman of the Board of Directors will cast the deciding vote.

SIGNED THIS 25<sup>th</sup> DAY OF May, 2010

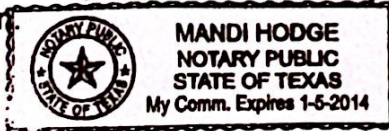
CAMP BRANCH ACRES PROPERTY OWNERS ASSOCIATION

By: Ronald D. Norris  
Ronald D. Norris  
Chairman of the Board

THE STATE OF TEXAS

COUNTY OF TRINITY Polk

This instrument was acknowledged before me on this, the 26 day of May, 2010, by Ronald D. Norris Chairman of the Board of **Camp Branch Acres Property Owners Association**, on behalf of said Association.



Mandi Hodge, Notary  
1-5-14

Pg. 1 of 2

THE STATE OF TEXAS

KNOW ALL MEN BY THESE PRESENTS:

COUNTY OF TRINITY

The following proposals were passed by majority vote of the Camp Branch Acres Property Owners Association (CBAPOA) on May 29th, 2010 and are hereby, for all purposes, made a part of and amend the Restrictive Covenants dated 30 August, 1967. Said amendment, as adopted amends or adds the following paragraphs.

\*\*\*\*\*

Add paragraph B-13a, page -5- to read:

The Board of Directors will also have the authority to impose a fine of \$25.00 per month for failure to correct or comply with a Camp Branch Property Owners Violation Notice. This fine requires a majority vote from the Board of Directors. The fine will only be imposed after giving a lot owner 30 days to correct the violation. Violation Notices will be hand delivered or sent to lot owner by certified return receipt mail.

\*\*\*\*\*

Add to end of paragraph to B-17, page -6-.

Public use extends to all Camp Branch Property Owners Association lot owners and their guest. Entrance and Exit to or from our subdivision is restricted to the front entrance where our Rules and Regulations are clearly posted. Lot owners are prohibited from using or allowing visitors to enter or exit our sub-division through any other place without express permission from the Board of Directors.

\*\*\*\*\*

Replace paragraph C-3, pgs. 6 -7 of by-laws dated 30 August, 1967 with the following paragraph:

C-3. An election will be held annually at the regular meeting to maintain (5) Directors and (1) secretary. Directors and secretary must be lot owners in Camp Branch Acres Subdivision. The five directors will elect a Chairman from their number who will only vote in case of a tie. Terms for directors and secretary will be for 2 years and each can be re-elected for an additional 2 years. At the end of 4 years in office, a director or secretary must have a one year break before being eligible for re-election. If no one is available to fill a vacancy, the incumbent may be reelected until the next election when a replacement candidate becomes available and is elected by the membership.

\*\*\*\*\*

Replace paragraph C-6, pg. -7- of by-laws dated 30 August, 1967 with the following paragraph:

C-6. At any election or when any membership vote is required, the owner of each lot who does not owe past dues, fines or have a lien against their property shall be entitled to one vote; combined lots are to be treated as one lot for voting purposes.

\*\*\*\*\*

Add paragraph C-8, pg 7.

If a Board of Director's meeting is required, an attempt to notify each of the five members must be made. If one member cannot be contacted, a quorum of at least 3 board members must be present and the Secretary must keep the minutes of such meetings in the record for public review.

SIGNED THIS 7 DAY OF June, 2010

CAMP BRANCH ACRES PROPERTY OWNERS ASSOCIATION

By: Ronald D. Norris  
Ronald D. Norris  
Chairman of the Board

THE STATE OF TEXAS

COUNTY OF Polk

This instrument was acknowledged before me on this, the 7 day of June, 2010, by Ronald D. Norris, Chairman of the Board of Camp Branch Acres Property Owners Association, on behalf of said Association.



FILED at 8:45 o'clock A M

JUN 23 2010

DIANE McCORRY  
COUNTY CLERK, TRINITY CO., TEXAS  
By: Diane McCorry Deputy

Mandi Hodge  
Notary, State of Tx, County of Polk  
COUNTY OF TRINITY

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

2  
Nancy Waddle



ADDENDUM FOR RAISING ANNUAL MAINTENANCE DUES

THE STATE OF TEXAS

KNOW ALL MEN BY THESE PRESENTS:

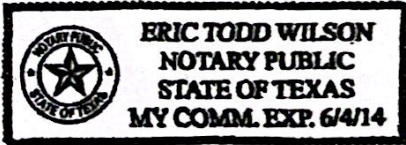
COUNTY OF TRINITY

The following proposal was passed by majority vote of the Camp Branch Acres Property Owners Association (CBAPOA) on 20 July, 2013 and is hereby, for all purposes, made a part of and amends the Restrictive Covenants dated 10 April, 1967. Change Paragraph D-1, Page -8-, 2<sup>nd</sup> Sentence to read: The amount of said annual charge shall be Sixty Dollars (\$60.00) per lot owner effective as of January 15, 2014. This addendum supersedes all addendums made unto these Covenants, Restrictions, Reservations, Assessments, and Provisions.

SIGNED THIS Aug 5<sup>th</sup> DAY OF Aug, 2013

CAMP BRANCH ACRES PROPERTY OWNERS ASSOCIATION

By: Jerry Sullivan  
Jerry Sullivan  
Chairman of the Board



THE STATE OF TEXAS

Eric Todd Wilson

COUNTY OF TRINITY

This instrument was acknowledged before me on this, the 5<sup>th</sup> day of Aug, 2013, Jerry Sullivan, Chairman of the Board of Camp Branch Acres Property Owners Association, on behalf of said Association.

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.

Diane McCurry  
County Clerk, Trinity County  
By: Jerry Wood Deputy



FILED  
at 10:45 o'clock A M

AUG 09 2013

DIANE MCCURRY  
COUNTY CLERK, TRINITY COUNTY, TEXAS  
By: Jerry Wood Deputy

**ADDENDUM FOR RAISING ANNUAL MAINTENANCE DUES**

THE STATE OF TEXAS

KNOW ALL MEN BY THESE PRESENTS:

COUNTY OF TRINITY

The following proposal was passed by majority vote of the **Camp Branch Acres Property Owners Association (CBAPOA)** on May 24, 2014 and is hereby, for all purposes, made a part of and amends the Restrictive Covenants dated April 10, 1967. Change Paragraph D-1, Page -8-, 2<sup>nd</sup> Sentence to read: The amount of said annual charge shall be One Hundred Dollars (\$100.00) per lot owner effective as of January 1, 2015. This addendum supersedes all addendums made unto these Covenants, Restrictions, Reservations, Assessments and Provisions.

Signed this 10th Day of June, 2014.

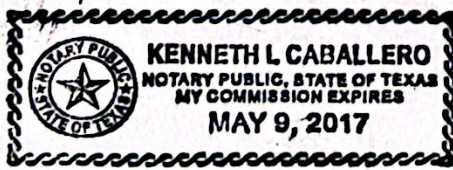
CAMP BRANCH ACRES PROPERTY OWNERS ASSOCIATION

BY: Jerry Sullivan  
JERRY SULLIVAN  
CHAIRMAN OF THE BOARD

THE STATE OF TEXAS

COUNTY OF TRINITY

This instrument was acknowledged before me on this, the 10 day of June, 2014, Jerry Sullivan, Chairman of the Board of **Camp Branch Acres Property Owners Association**, on behalf of said Association.

Kenneth L. Caballero  


181158

**ADDENDUM FOR CORRECTING FILING ERRORS**

**THE STATE OF TEXAS**

**KNOW ALL MEN BY THESE PRESENTS:**

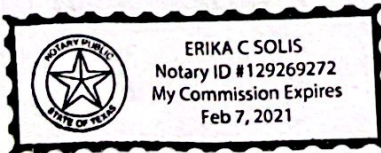
**COUNTY OF TRINITY**

The following Restrictive Covenants, Reservations, and Provisions for Assessments of Camp Branch Acres should have been included in the filing instructions by all addendums which have previously passed by a majority vote that included all subsections of Camp Branch Acres. This document shall be made a part of and amends the Restrictive Covenants dated 30 August 1967. Any future changes or amendments will apply to the following three documents which make up the whole of Camp Branch Acres Subdivision.

1. Camp Branch Acres Subdivision A, B, and C Restrictive Covenants, Reservations, and Provisions for Assessments of Camp Branch Acres - July 10, 1967
2. Camp Branch Acres Subdivision 2 Restrictive Covenants, Reservations, and Provisions for Assessments of Camp Branch Acres - 29 December 1970
3. Camp Branch Acres Subdivision 3 Restrictive Covenants, Reservations, and Provisions for Assessments of Camp Branch Acres - 9 November 1983

Signed this 15<sup>th</sup> Day of October, 2019

**Camp Branch Acres Property Owners Association**



By Jerry Sullivan  
...Jerry Sullivan

*E.S.*

...Chairman of **CBAPOA Board**  
COUNTY OF TRINITY

**FILED**  
at 1:45 o'clock P M  
**OCT 08 2019**

**SHASTA BERGMAN**  
COUNTY CLERK, TRINITY CO., TEXAS  
By Shasta Bergman Deputy

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.

Shasta Bergman  
County Clerk, Trinity County  
By Shasta Bergman Deputy



198447

ADDENDUM FOR AMENDING ANNUAL MAINTENANCE DUES

THE STATE OF TEXAS

KNOW ALL MEN BY THESE PRESENTS:

COUNTY OF TRINITY

The following proposal was passed by majority vote of the Camp Branch Acres Property Owners Association (CBAPOA) on November 11, 2023 and is hereby, for all purposes, made a part of and amends the Restrictive Covenants dated 10 April, 1967. Change Paragraph D-1 to read:

The lots in CBAPOA and the property owners thereof are hereby subject to an annual maintenance charge, which shall be an assessment against the property owners thereof for the purpose of creating a fund to be expended, in the interest of CBAPOA, as a whole. Beginning January 30, 2024, the amount of said annual charge shall be Two Hundred and no/100 (\$200.00) dollars per property owner. Such annual charge may be adjusted from year to year by a majority vote of the property owners, to meet budget requirement for the next year. A majority will be defined as a majority of returned absentee ballots, proxy voting forms, and/or property owners present. Each property owner shall pay the amount of the charge against his property on or before January 30th of each year, and such money shall be held in trust and used for the benefit of all property owners in CBAPOA. A late fee of Twenty Five and no/100 dollars (\$25) will be charged beginning February 1 and must be paid with the late dues.

Signed this 15th day of November, 2023.

Camp Branch Acres Property Owners Association

Kelle Rahm  
Kelle Rahm, Chairman

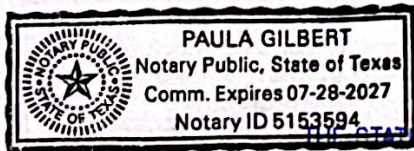
THE STATE OF TEXAS

COUNTY OF TRINITY

This instrument was acknowledged before me on this the 15th day of November, 2023, Kelle Rahm, Chairman of the Board of Camp Branch Acres Property Owners Association, on behalf of said Association.

Paula Gilbert  
Notary Public

(seal)



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.

Shasta Bergman  
County Clerk, Trinity County  
By: [Signature] Deputy



**FILED**  
at 8:15 o'clock A M  
NOV 16 2023

[Signature]  
SHASTA BERGMAN  
COUNTY CLERK, TRINITY CO., TEXAS