

SINGLE ACKNOWLEDGMENT

THE STATE OF TEXAS,
COUNTY OF Henderson

BEFORE ME, the undersigned, a Notary Public in and for said County and State, on this day personally appeared C.M. Weidorn, 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 23rd day of August, A. D. 1967

(L. S.)

Notary Public in and for Henderson County, Texas

FILED FOR RECORD AT 1:30 O'CLOCK P.M. Aug. 25 1967 JOE DAN FOWLER
CLERK COUNTY COURT, HENDERSON CO., TEXAS - BY E.A. DEPUTY

LOLLIPOP LAND SUB-DIVISION
5130

RESTRICTIONS

1. All lots shall be known and described as Lots for residential purposes only. Only one one-family residence may be erected, altered, placed, or be permitted to remain on any lot or any lot and adjoining fractional part of another lot. Said lots shall not be used for business purposes of any kind nor for any commercial, manufacturing or apartment house purposes.
2. No residence or other building of "box" or "sheet metal" construction nor any tent, house trailer, or mobile trailer shall be erected, placed or permitted to remain on any lot in the Subdivision, nor shall any structure of a temporary character be used at any time, as a residence.
3. No noxious or offensive activity shall be carried on upon any lot, nor shall anything be done thereon which may be or become an annoyance or nuisance to the neighborhood.
4. No building shall be nearer than five (5) feet to either side or rear property lines, and the minimum set-back of all buildings from the front property lines shall be twenty-five (25) feet.
5. (a) Each residence located in the following blocks of the Subdivision shall contain not less than 620 square feet of floor space in the enclosed living area, exclusive of open or screened porches, breezeways or garages: Block 3, Section 1; Lots 1, through 6 inclusive, Block 2, Lots 7 through 22 inclusive.

(Each residence located in the following blocks of the subdivision shall not contain not less than 720 square feet of floor space in the enclosed living area, exclusive of open or screened porches, breezeways or garages: Block 1, Section 1: Lots 1 through 14 inclusive, Block 2, Lots 1 through 6 inclusive.
6. No building or structure of any kind shall be erected or placed on any lot in this Subdivision until the building plans, specifications and plot plan showing the location of said improvements have been submitted to and approved in writing by the Architectural Control Committee for the Subdivision.
7. Exterior walls of all buildings and improvements shall be constructed of masonry, wood, or other commercial siding approved by the Architectural Control Committee provided that all exposed wood surfaces and cement block surfaces shall be painted with at least two coats of good quality paint. No metal roofs of any description shall be used.
8. All exterior walls must be completed and painted as required and roof must be completed within sixty (60) days after the start of construction.
Outside storage of building supplies on any lot in this Subdivision shall be permitted only during said 60-day period.
9. All lavatories, toilets, and bath facilities shall be installed indoors and shall be installed indoors and shall be connected with adequate septic tanks and lateral lines constructed to comply with the specifications of State and Local Health Authorities, and no "outside" or surface toilets shall be permitted under any circumstances. Minimum requirements for the construction of septic tanks lateral lines are two hundred fifty (250) feet of one (1) foot by four (4) inch tile pipe laid in the center of one (1) foot of washed gravel covered with tar paper in a trench (12) inches wide by twenty-four (24) inches deep.
10. All lavatories, toilets, and bath facilities shall be completely installed before the residence is occupied.
11. No pits, holes, or other excavations shall be dug on any lot in the Subdivision except in connection with the actual construction of the foundation of the improvements to be erected thereon. No lot shall be used or maintained as a dumping ground for rubbish. Trash, garbage, or other waste shall be kept in sanitary containers.

12. No old or existing house or prebuilt or prefabricated house or structure shall be moved or placed or maintained on any lot in the Subdivision without the written approval of the Architectural Control Committee.

13. No residential lot shall be used for the purpose of raising hogs, goats, sheep, rabbits, or other animals for commercial purposes, or as a place for keeping horses, mules, cattle, or other animals, provided that the occupants of each residence may keep the usual and customary domestic animals as "pets" but no commercial cat and dog kennel shall be permitted.

14. No billboards, sign boards, unsightly objects or advertising displays of any kind shall be installed, maintained or permitted to remain on any residential lot of the Subdivision; except that one (1) sign containing not more than three (3) square feet of surface area may be displayed for the sale of a dwelling house and lot, but only after the construction of the dwelling house has actually been started. No such signs for the sale of unimproved lots shall be permitted.

15. No lot in the Subdivision nor any interest therein shall ever be sold, leased, or rented to or occupied by any person other than of the Caucasian race. But it is distinctly provided that if the racial restrictions in this paragraph or any part of this paragraph is invalid because of any provision of the Constitution of the United States of America now in effect, or hereafter adopted or any valid act of Congress now or hereafter in effect or if this racial restriction becomes invalid because of any provision of the Constitution of the State of Texas hereafter adopted, or any valid act of the Texas Legislature then and in any such event this racial restriction shall not be valid whether any lot or lots may have been sold prior to the effective date of any such provisions. Congressional Act or Legislative Act or not, and if the racial restrictions shall hereafter become an impediment or obstacle to the making of any loan or the insuring or guaranteeing of any loan by any Federal or State Agency by virtue of any regulation now or hereafter adopted by any such agency, this racial restriction shall not be in force or effect, and shall be wholly ineffective.

16. All resales of property must be approved by the Architectural Control Committee.

17. An easement is reserved for utility installations and maintenance over the easement areas depicted on the recorded maps and other recorded instruments. Guy wires may be constructed where required on said Subdivision plat.

18. The Developer reserves for itself and its designated agent or agents the right to use any lot or lots for a temporary office location and the right to place a sign on any lot.

19. These restrictions and covenants are covenants running with the land and shall be fully binding upon all persons acquiring property in said subdivision whether by descent, devise, purchase, or otherwise, and any person by the acceptance of title to any lot of this Subdivision shall thereby agree and covenant to abide by and fully perform the foregoing restrictions and covenants. These covenants are to run with the land and shall be binding for a period of 25 years; at the end of such period, said restrictions and covenants shall automatically be extended for a successive period of ten years unless, by vote of a three-fourths (3/4) majority of the then owners of the lots in said Subdivision (each lot having one (1) vote), taken prior to the expiration of said 25 years period and filed for record in said County, it is agreed to amend or release same.

20. If any person or persons shall violate or attempt to violate any of the restrictions and covenants, it shall be lawful for any person or persons owning any lot in said Subdivision to prosecute proceedings at law or in equity against the person violating or attempting to violate any such restrictions and covenants, either to prevent him or them from so doing, or to correct such violation or to recover damages or other relief for such violation. Invalidity of any one or any part of these restrictions by judgment or court order shall in no wise affect any of the other provisions or parts of provisions which shall remain in full force and effect.

21. As to the lots in Lollipop Landing Subdivision only: Each lot sold in Lollipop Landing shall be subject to an annual maintenance charge to be payable at the rate of ten and No/100 Dollars (\$10.00) per year, for the purpose of creating a fund to be known as "Maintenance Fund" to be made by Lollipop Landing Property Owners Improvement Association, and to be paid by the owners of the lot, the same to be secured by Vendor's Lien upon said lot, and payable on the first day of January of each year to Lollipop Landing Property Owners Improvement Association, at its office in Henderson County, Texas, or at such other address as may be fixed, and said charge and lien are assigned to the Association. The maintenance charge for a lot purchased during a year shall be prorated.

Funds rising from said charge shall be applied toward the payment of expenses incurred in the maintenance and operations of Community Improvements, civic betterments, and any other thing necessary or desirable in the opinion of the Association to keep the property maintained.

Such maintenance charge shall extend for a period of twenty-five (25) years and shall be extended automatically for successive periods of ten (10) years unless the then owners of a majority of the lots in the entire addition vote to discontinue such charge, such action to be evidenced by written instrument signed and acknowledged by the owners of a majority of the lots and recorded in the Deed Records of Henderson, Texas. By acceptance of this deed, each purchaser agrees and consents to and joins such maintenance charge.

The restrictions, set forth on these pages, while specifically applicable to the property identified, may have minor differences with restrictions to be recorded in future sections.

Any LOLLIPOP LANDING DEVELOPMENT COMPANY employee will be happy to discuss with you any minor differences which may apply to the property you have purchased.

Richard R. Atwood

LOLLIPOP DEVELOPMENT COMPANY
1609 Outer Drive
Tyler, Texas
LY 3-6318

THE STATE OF TEXAS }
COUNTY OF HENDERSON }

BEFORE ME, the undersigned authority, on this day personally appeared ~~Richard R. Atwood~~ 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 25th day of August A. D. 1967.



Elizabeth Bletton
Notary Public in and for Henderson
County, Texas

FILED FOR RECORD AT 3:30 O'CLOCK P.M. Aug. 25, 1967 JOE DAN FOWLER
CLERK COUNTY COURT, HENDERSON CO., TEXAS - BY *J.D.* DEPUTY

LOLLIPOP DEVELOPMENT COMPANY
Route 1 Box 78
Frankston, Texas 75763

Subdivision Restrictions
LOLLIPOP LANDING ADDITION
SECTION 2

Lollipop Development Company, the legal and equitable owner of Lollipop Landing Addition, as shown by the Plat thereof duly recorded in the Plat Records of Henderson County, Texas does hereby acknowledge, declare and adopt the following restrictions:

- (1) No building shall be erected or maintained on any lot in said Subdivision other than private residence and a private garage for the sole use of the owner or occupant except those lots designated commercial on the Plat Map.
- (2) No residence or other building except mobile trailer homes of "sheet metal" construction nor any tent, shall be erected, placed or permitted to remain on any lot in the Subdivision, nor shall any structure of a temporary character be used at any time, as a residence.
- (3) No residence or other building of "box" type construction will be permitted.
- (4) No noxious or offensive activity shall be carried on upon any lot, nor shall anything be done thereon which may be or become an annoyance or nuisance to the neighborhood.
- (5) No residential structure shall be located nearer to the front line than 10 feet, or nearer to the side street than 10 feet, or nearer to the side lot or rear lot line than 5 feet.
- (6) Each residence shall have a minimum floor space of 750 square feet, exclusive of porches, stoops, open or closed car ports, patios or garages. Each mobile trailer home will have a minimum of 40 feet in length and will be 1960 model or newer. All house plans and mobile trailer homes must be approved by two members of the control committee before the house or mobile trailer home is placed on any lot permanently.
- (7) No mobile trailer home shall be placed or permitted to remain on any lot in Blocks No. 7. 1-2-3-4-5-6-8
- (8) Exterior walls of all buildings and improvements shall be constructed of masonry, wood, or other commercial siding approved by the control committee provided that all exposed wood surfaces and cement block surfaces shall be painted with at least two coats of good quality paint. No metal roofs of any description shall be used.
- (9) All exterior walls must be completed and painted as required and roof must be completed within sixty (60) days after start of construction. Outside storage of building supplies on any lot in this Subdivision shall be permitted only during said sixty (60) day period.
- (10) All lavatories, toilets, and bath facilities shall be installed indoors and shall be connected with adequate septic tanks and lateral lines constructed to comply with the specifications of State and Local Health Authorities, and no "outside" or surface toilets shall be permitted under any circumstances.
- (11) All lavatories, toilets, and bath facilities shall be completely installed before the residence is occupied.
- (12) No old, used existing building or structure of any kind, and no part of an old, used, existing building or structure or no prebuilt or prefabricated house or structure shall be moved or placed on any lot. All construction is to be of new material.
- (13) No lot shall be used for the purpose of a dumping ground for trash, garbage, junked cars, or anything that is not in keeping with a well planned Subdivision.
- (14) No residential lot shall be used for the purpose of raising hogs, goats, sheep, rabbits, chickens or other animals, provided that the occupants of each residence may keep usual and customary domestic animals as "pets" but no commercial cat or dog kennel shall be permitted.
- (15) Easements are reserved along and within 10 feet of the rear line, front line, and side lines of all lots in this Subdivision for the perpetual maintenance of conduits, poles, wires and fixtures for electric lights, telephones and water mains, sanitary and storm sewers, road drains and other public and quasi-public utilities; and to trim any trees which at any time may interfere or threaten to interfere with the maintenance of such lines, with the right of ingress to and egress from and across said premises to employees of said utilities. Said easements to also extend along any owners side and rear property lines in case of fractional lots.
- (16) All resales of property must be approved by two members of the control committee.
- (17) The developer reserves for itself and its designated agent or agents the right to use a prebuilt building on any lot owned by the developer for a temporary office location.
- (18) These restrictions may be amended only by vote of a three-fourth (3/4) majority of the lot owners (each lot having one vote) in favor of making the amendment.
- (19) If the owner of any lot in said Subdivision or any other person 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 any proceedings at law or in equity against the person or persons violating or attempting to violate any such covenant, and either prevent him or them from doing so or to recover damages or other dues for such violation.

EXECUTED this 12th day of July, 1972

Richard R. Atwood
Sharon Atwood

THE STATE OF TEXAS

COUNTY OF ANDERSON

BEFORE ME, the undersigned authority, a
Notary Public in and for said County and State, on this day personally
appeared Richard R. Atwood, and wife, Sharon Atwood, both known to me to
be the persons whose names are subscribed to the foregoing instrument,
and acknowledged to me that they executed the same for the purposes
and consideration therein expressed.

GIVEN under my hand and seal of office, on this the 12th day
of July, 1972



D. L. Hugon

D. L. Hugon-----Notary-Public

in and for anderson County, Texas

FILED FOR RECORD THIS 31 DAY OF July A.D. 1972 AT 10 O'CLOCK A. M.
JOE DAN FOWLER CLERK COUNTY COURT, ANDERSON CO. TEXAS BY BTL DEPUTY

Dec '77

HENDERSON CO.

AMENDED AND COMBINED RESTRICTIONS
ON LOLLIPOP LANDING ADDITION,
SECTIONS No. 1, and No. 2,
LAKE PALESTINE
HENDERSON COUNTY, TEXAS

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

THAT, WHEREAS, on August 25th 1967, LOLLIPOP DEVELOPMENT CO., the owner and developer of LOLLIPOP LANDING ADDITION, Section No. 1, a subdivision of the Peter and C. C. Garland Survey, Abstract No. 275, Henderson County, Texas, filed RESTRICTIONS on said Addition which are of record in Volume 610 page 461, deed records of Henderson County, Texas, and

WHEREAS, on July 31st, 1972, LOLLIPOP DEVELOPMENT CO., the owner and developer of LOLLIPOP LANDING ADDITION, Section No. 2, a subdivision of the Peter and C. C. Garland Survey, Henderson County, Texas, filed RESTRICTIONS on said Addition which are of record in Volume 687 page 158, deed records of Henderson County, Texas, and

WHEREAS, We, the undersigned owners of LOLLIPOP DEVELOPMENT CO., and the undersigned lot owners of LOLLIPOP LANDING ADDITION, Sections No. 1 and 2, do hereby Amend and Combine the Restrictions so that this AMENDED AND COMBINED RESTRICTIONS will be in lieu of and will supersede and take the place of the foregoing RESTRICTIONS of August 25th, 1967 and July 31st, 1972, on both Section No. 1 and Section No. 2.

That the AMENDED AND COMBINED RESTRICTIONS are as follows:

1. No building shall be erected or maintained on any lot in LOLLIPOP LANDING ADDITION other than a private residence, a private garage and a private storage building for the sole use of the owner or occupant.

2. No more than one single family dwelling unit shall be erected, placed on, or permitted to remain on any residential lot and, except as may be herein permitted, no structure of a temporary character, bus, tent, camper trailer, motor home, garage or other out building shall be used on any lot at any time as a residence, either temporarily or permanently. This provision is not intended to, and does not, prohibit a lot owner from using his lot for temporary camping on week-ends, during vacation periods, or while construction of his dwelling on said lot is in progress, but no camping facilities shall be left on the premises at the termination of such week-end, vacation or construction period.

3. No residence except mobile homes of "sheet metal" construction will be permitted.

4. No residence or other building of "box" type construction will be permitted.

5. No residence or other building shall be located nearer to the front line than 20 25 feet, or nearer to the side street than 10 feet, or nearer to the side lot line or rear lot line than 5 feet, EXCEPT HOWEVER that a residence or other building may be located on the rear lot line of Lots 1 thru 11 in Blk. No. 2, in Sec. No. 2--Lots 1 thru 14 in Blk. No. 1 in Sec. No. 1--Lots 1 thru 9 in Blk. No. 2, in Sec. No. 1--Lots 19 thru 22 in Blk. No. 2 in Sec. No. 1. In the event of common ownership of more than one (1) lot and the construction of one dwelling on more than one lot, the combined area shall be considered as one lot for these purposes.

6. Each residence shall have a minimum floor space of 900 square feet, exclusive of porches, stoops, open or closed car ports, patios or garages. Each mobile home will have a minimum of 40 feet in length and will be a 1960 model or newer. All house plans and mobile homes must be approved by two members of the control committee before the house or mobile home is placed on any lot permanently. Buildings shall be neat in appearance and no building or structure shall be constructed or placed on the premises that shall be considered detrimental to the development. Mobile homes shall be underpinned and skirted with a material and by a method approved by the control committee.

7. No mobile homes shall be placed, permitted or allowed to remain on any lot in SECTION No. 1, but mobile homes will be allowed as residences in BLOCKS No. Nine, Ten, and Eleven of SECTION No. 2. No mobile homes will be allowed in BLOCKS No. One, Two, Three, Four, Five, Six, Seven, and Eight of SECTION No. 2.

8. Exterior walls of all buildings and improvements shall be constructed of brick, wood, or other commercial siding approved by the control committee, provided that all exposed wood surfaces shall be painted with at least two coats of good quality paint or stain. No metal roofs of any description shall be used on residences.

9. All exterior walls must be completed and painted as required and roof must be completed within one hundred-twenty (120) days after start of construction. Outside storage of building supplies on any lot in this Subdivision shall be permitted only during said one hundred-twenty (120) day period.

10. All lavatories, toilets, and bath facilities shall be installed indoors and shall be connected with adequate septic tanks and lateral lines constructed to comply with the specifications of State and Local Health Authorities, and no "outside" or surface toilets shall be permitted under any circumstances.

11. All lavatories, toilets, and bath facilities shall be completely installed before the residence is occupied.

12. No noxious or offensive activity shall be carried on upon any lot, nor shall anything be done thereon which may become or be an annoyance or nuisance to the neighborhood.

13. No old or existing house or pre-built or prefabricated house or structure shall be moved on, placed or maintained on any lot. No used material shall be permitted.

14. No billboards, sign boards, unsightly objects or advertising displays of any kind shall be installed, maintained or permitted to remain on any residential lot, EXCEPT HOWEVER, that a standard real estate "For Sale" sign, not to exceed sixteen (16) inches by twenty-four (24) inches in dimensions may be erected.

15. No pits, holes, or other excavations shall be dug on any lot except in connection with the actual construction of the foundation of the improvements to be erected thereon. No lot shall be used or maintained as a dumping ground for garbage or other refuse. Trash, garbage or other waste shall not be kept except in sanitary containers. All incinerators and other equipment for the storage or disposal of such matters shall be kept in a clean and sanitary condition. No junk cars will be permitted to remain on any lot.

16. The owner of each lot shall keep the same clean and free of weeds and debris such as will be in keeping with the other property and the community at any particular time. Upon the failure of any owner to do this the Lollipop Landing Addition Property Owners Improvement Association may have the lot cleaned and mowed and the expense thereof shall be payable by the owner of said lot to the Association.

17. No animals or poultry, except household pets, shall be kept or maintained on any lot. Household pets may be kept, provided that they are not kept, bred or maintained for any commercial purpose.

18. Easements are reserved along and within 5 feet of the rear line, front line, and side lines of all lots for the perpetual maintenance of conduits, poles, wires and fixtures for electricity, telephones and water mains, sanitary and storm sewers, road drains and other public and quasi-public utilities; and to trim any trees which at any time may interfere or threaten to interfere with the maintenance of such lines, with the right of ingress to and egress from and across said premises to employees of said utilities. Said easements to also extend along any owners side and rear property lines in case of fractional lots.

19. The Developer reserves for itself and its designated agent or agents the right to use any lot or lots for temporary office location and the right to place a sign or signs on any lot.

20. The covenants and restrictions are and shall be covenants running with the land and shall be binding on all owners of lots in LOLLIPOP LANDING ADDITION, their heirs, administrators, executors, successors and assigns and they shall not be altered, changed, amended or revoked in whole or in part, except as herein provided; PROVIDED HOWEVER that they may be changed, altered, amended or revoked in whole or in part by a petition of the owners of at least sixty (60) percent of the lots.

21. If any person or persons shall violate or attempt to violate any of the restrictions and covenants, it shall be lawful for the Property Owners Association or any person or persons owning any lot to prosecute proceedings at law or in equity against the person violating or attempting to violate any such restrictions and covenants, either to prevent him or them from so doing, or to correct such violation or to recover damages or other relief for such violation.

To Include
Unincorporated

23. Each lot sold in LOLLIPOP LANDING ADDITION shall be subject to an annual maintenance charge for the purpose of creating a fund to be known as "Maintenance Fund", and the annual fee shall be set each year at the annual meeting of the Lollipop Landing Addition Property Owners Improvement Association, and such annual fee shall be first agreed upon by the Board of Directors of said Association and then be voted on at the membership meeting. This annual fee is payable to the Association by the lot owners on January 1st of each year and the Association is secured for such payment by a Vendor's Lien for same upon each lot sold. The Association shall set the address each year to which the fee is to be paid to the Association. The annual maintenance charge for a lot purchased during the year shall be prorated. Any person or persons owning more than one lot shall be assessed the annual charge for only one lot and shall be allowed only one vote regardless of the number of lots owned. Funds arising from said annual charge shall be deposited in a fund to be known as "Maintenance Fund".

WITNESS the execution of this instrument the 21st day of December 1976

By Richard R. Atwood
Richard R. Atwood, Owner
P.O. Box 246
Frankston, Texas 75763

GIVEN UNDER MY HAND AND SEAL OF OFFICE,
this the 21st day of December A. D. 1976

NOTARY PUBLIC
COUNTY OF ANDERSON, TEXAS
LOLLIP

[illegible]

SECOND AMENDED RESTRICTIONS
ON LOLLIPOP LANDING ADDITIONS,
SECTIONS NO. 1 AND NO. 2
LAKE PALESTINE
HENDERSON COUNTY, TEXAS

STATE OF TEXAS

COUNTY OF HENDERSON

KNOW ALL MEN BY THESE PRESENTS:

THAT ON December 26, 1976, Lollipop Development Company and others executed Amended Restrictions, that are recorded in Volume 825, Page 734 of the Deed records of Henderson County, Texas.

Whereas the pursuant to Paragraph 20 of the above mentioned Restriction the undersigned lot owners constituting the owners of at least 60 percent of the lots do hereby Amend and modify the above mentioned Restrictions so that Paragraph 5 and Paragraph 6 of said Restrictions are changed to the following:

Paragraph 5:

No residence or other building shall be located nearer to the front line than 25 feet, or nearer to the side street than 10 feet, or nearer to the side lot line or rear lot line than 5 feet.... (the remaining portions of Paragraph 5 are unchanged).

Paragraph 6:

Each residence shall have a minimum floor space of 900 square feet, exclusive of porches, stoops, open or closed car ports, patios or garages. Each mobile home will have a minimum of 40 feet in length and be not older than 10 years from date of manufacture.... (the remaining portions of Paragraph 6 are unchanged).

It is hereby declared that all of the property described above shall be held, sold, and conveyed subject to the above amended restrictions and all those restrictions existing previously that were not amended, which are for the purpose of protecting the value and desirability of, and which shall run with, the real property and shall be binding on all parties having any right, title, or interest in the above described property or any part thereof, and their heirs, successors, and assigns, and which restrictions and covenants shall inure to the benefit of each owner thereof.

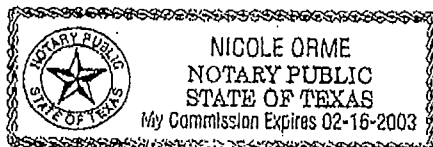
These Amended Restrictions may be executed in any number of original counterparts by the parties hereto, and are effective upon the filing of same in the Deed Records of Henderson County, Texas.

State of Texas
County of Anderson

Peggy Fraser, President

This instrument was acknowledge before me on this 24 day of Jan, 2001
by Peggy Fraser

My commission expires
2-16-03



Nicole Orme
Notary Public, State of Texas

Nicole Orme
Notary's name printed

FILED FOR RECORD

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GVEN MOFFETT
COUNTY CLERK
HENDERSON COUNTY, TEXAS

THIRD AMENDED RESTRICTIONS
ON LOLLIPOP LANDING ADDITIONS,
SECTIONS NO. 1 AND NO. 2
LAKE PALESTINE
HENDERSON COUNTY, TEXAS

STATE OF TEXAS

COUNTY OF HENDERSON

KNOW ALL MEN BY THESE PRESENTS:

THAT ON December 25, 1976, Lollipop Development Company and others executed Amended Restrictions, that are recorded in Volume 823, Page 734 of the Deed records of Henderson County, Texas.

Whereas the pursuant to Paragraph 20 of the above mentioned Restriction the undersigned lot owners constituting the owners of at least 60 percent of the lots do hereby Amend and modify the above mentioned Restrictions so that Paragraph 8 of said Restrictions is changed to the following:

Paragraph: 8

Exterior walls of all buildings and improvements shall be constructed of brick, wood, or other commercial siding approved by the control committee, provided that all exposed wood surfaces shall be painted with at least two coats of good quality paint, or stain. If a metal roof is to be installed on a dwelling, it must be a minimum of 26 gauge commercial grade steel, with Board of Directors approval.

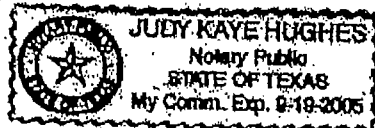
It is hereby declared that all of the property described above shall be held, sold, and conveyed subject to the above amended restrictions and all those restrictions existing previously that were not amended, which are for the purpose of protecting the value and desirability of, and which shall run with, the real property and shall be binding on all parties having any right, title, or interest in the above described property or any part thereof, and their heirs, successors, and assigns, and which restrictions and covenants shall inure to the benefit of each owner thereof.

These Amended Restrictions may be executed in any number of original counterparts by the parties hereto, and are effective upon the filing of same in the Deed Records of Henderson County, Texas.

State of Texas
County of Henderson

This instrument was acknowledged before me on this 28th day of June, 2002
by Judy Kaye Hughes

My commission expires
9-14-2005



Judy Kaye Hughes
Notary Public, State of Texas

Judy Kaye Hughes
Notary's name printed

FILED FOR RECORD

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CHAD OFFERT
COUNTY CLERK
HENDERSON COUNTY, TEXAS

AMENDMENT OF COVENANTS, CONDITIONS AND RESTRICTIONS OF
AND FOR LOLLIPOP LANDING ADDITION, SECTIONS No.1 and No.2

WHEREAS, there is previously filed of record in Volume 825, Page 734, of the Real Property Records of Henderson County, Texas, an Amended and Combined Restrictions on Lollipop Landing Addition, Sections No.1 and No.2, Lake Palestine, Henderson County, Texas; and

WHEREAS, it is stated in Section 20 of such covenants, conditions and restrictions that they "may be changed, altered, amended or revoke in whole or in part by a petition or the owners of at least sixty (60) percent of the lots."

NOW, THEREFORE, it is hereby declared the covenants, conditions and restrictions of and for Lollipop Landing Addition, Sections No.1 and No.2, Lake Palestine, Henderson County, Texas, as recorded in Volume 825, Page 734, of the Real Property Records of Henderson County, Texas, are amended to the following sections as follows:

Section 1 shall now read as follows:

1 (a) All Lots shall be used for single-family residential purposes only, except as otherwise stated in this paragraph. The only structures to be allowed on any lot shall be a private single-family residence, a private garage and a private storage building for the sole use of the owner or occupant of the lot. A business may be operated from a home only if such business can be operated so no visible outside storage is required and no customer traffic would occur in the operation of the business. In no event shall any visible sign of a business be displayed outside the residence.

1 (b) Boats, trailers, motor homes or various personal equipment may be stored on a lot only if there is residence located on the lot, or the lot is adjacent to a lot owned by a common owner on which a residence is located. No commercial storage is allowed on any lot.

Section 20 shall now read as follows:

20. The covenants and restrictions are and shall be covenants running with the land and shall be binding on all owners of lots in LOLLIPOP LANDING ADDITION, their heirs, administrators, executors, successors and assigns. The covenants, conditions and restrictions of this Declaration and prior declarations may be amended by an instrument signed by more than 60% of the Owners present, either personally or by proxy, at the annual meeting of the Lollipop Landing Addition Property Owners' Improvement Association. It shall be required for any proposed amendment to be included in a notice to the last known address of all lot owners that such amendment will be presented at the annual meeting. Such notice shall be given

at least 10 days and not more than 30 days prior to such meeting. No amendment shall be effective until recorded in the Real Property Records of Henderson County, Texas, and all requisite governmental approvals, if any, have been obtained.

The below signed Lollipop Landing Addition Property Owners' Improvement Association hereby confirm a minimum of 60% of the lot owners have petitioned for the above stated amendment as signified by their signatures attached hereto.

EXECUTED on this the 21st day of June, 2004.

Lollipop Landing Addition Property Owners'
Improvement Association

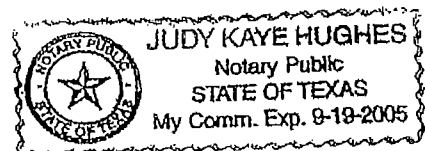
By Betty Miller Hicks, President

STATE OF TEXAS §

COUNTY OF HENDERSON §

This instrument was acknowledged before me on the 21st day of June, 2004, by Betty Miller Hicks, President of Lollipop on Landing Addition Property Owners' Improvement Association, on behalf of said corporation.

Judy Kaye Hughes
Notary Public, State of Texas



AMENDMENT OF COVENANTS, CONDITIONS AND RESTRICTIONS OF
AND FOR LOLLIPOP LANDING ADDITION, SECTIONS No. 1 and No. 2

WHEREAS, there is previously filed of record in Volume 825, Page 734, of the Real Property Records of Henderson, County, Texas, and Amended and Combined Restrictions on Lollipop Landing Addition, Sections No. 1 and No.2, Lake Palestine, Henderson County, Texas; and

WHEREAS, it is stated in Section 20, amended June 21, 2004, of such covenants, conditions and restrictions that they "may be amended by an instrument signed by more than 60% of the Owners present, either personally or by proxy, at the annual meeting of the Lollipop Landing Addition Property Owners' Improvement Association."

NOW, THEREFORE, it is hereby declared the covenants, conditions and restrictions of and for Lollipop Landing Addition, Sections No. 1 and No. 2, Lake Palestine, Henderson County, Texas, as recorded in Volume 825, Page 734, of the Real Property Records of Henderson County, Texas, the below listed sections and paragraphs are amended as follows:

Section 1(a):

All Lots shall be used for single-family residential purposes only, except as otherwise stated in this paragraph. The only structures to be allowed on any lot shall be a private single-family residence, a private garage and a private storage building for the sole use of the owner or occupant of the lot. Private garages, storage buildings and/or other structures authorized by the board, shall only be permitted on a lot if there is a residence on the lot, or the lot is adjacent (has connecting property lines) to a lot owned by a common owner on which a residence is located. A business may be operated from a home only if such business can be operated so no visible outside storage is required and no customer traffic would occur in the operation of the business. In no event shall any visible sign of a business be displayed outside the residence.

Paragraph 6:

Each newly constructed residence shall have a minimum floor space of 1200 square feet, exclusive of porches, stoops, open or closed carports, patios and garages. Each replacement mobile home shall have a minimum of forty (40) feet

in length and not be older than five (five) years from the date of manufacture...
(the remaining portions of Paragraph 6 are unchanged).

The below signed officer(s) of the Lollipop Landing Addition Property Owners' Improvement Association Board of Directors hereby confirm(s) that the above mentioned covenants, conditions and restrictions were amended by more than sixty (60) percent of the Owners present, either personally or by proxy, at the annual meeting of the Lollipop Landing Addition Property Owners' Improvement Association annual meeting.

EXECUTED on this the 14th day of Feb, 2007.

Lollipop Landing Addition Property Owners'
Improvement Association

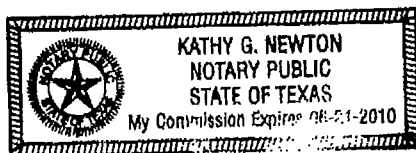
By: Hugh R. Autrey

President

STATE OF TEXAS

COUNTY OF HENDERSON

This instrument was acknowledged before me on the 14th day of Feb, 2006 by Hugh R. Autrey, President of Lollipop Landing Addition Property Owners' Improvement Association on behalf of said corporation.



Kathy G. Newton
Notary Public, State of Texas

FILED FOR RECORD

2007 FEB 23 PM 2:34

GWEN MOFFETT
COUNTY CLERK
HENDERSON COUNTY, TEXAS

AMENDMENT OF COVENANTS, CONDITIONS AND RESTRICTIONS OF
AND FOR LOLLIPOP LANDING ADDITION, SECTIONS No. 1 and No. 2

WHEREAS, there is previously filed of record in Volume 825, Page 734, of the Real Property Records of Henderson, County, Texas, and Amended and Combined Restrictions on Lollipop Landing Addition, Sections No. 1 and No.2, Lake Palestine, Henderson County, Texas; and

WHEREAS, it is stated in Section 20, amended June 21, 2004, of such covenants, conditions and restrictions that they "may be amended by an instrument signed by more than 60% of the Owners present, either personally or by proxy, at the annual meeting of the Lollipop Landing Addition Property Owners' Improvement Association."

NOW, THEREFORE, it is hereby declared the covenants, conditions and restrictions of and for Lollipop Landing Addition, Sections No. 1 and No. 2, Lake Palestine, Henderson County, Texas, as recorded in Volume 825, Page 734, of the Real Property Records of Henderson County, Texas, the below listed sections and paragraphs are amended as follows:

23. Annual Maintenance Fee: Each lot purchased in LOLLIPOP LANDING ADDITION shall be subject to an annual maintenance charge for the purpose of creating a fund to be known as the "Maintenance Fund". The annual maintenance fee shall be set each year at the annual meeting of the Lollipop Landing Addition Property Owners Improvement Association. The annual fee shall be first agreed upon by the Board of Directors of said Association and shall then be voted on at the annual meeting. This annual fee is payable to the Association by the lot owners on January 1st of each year. Annual fees unpaid to the association by April 30th shall be assessed a late fee of 10% of the amount past due, but no less than \$10.00 and shall be secured by a vendor's lien upon same for each lot purchased.

The annual maintenance fee payment shall be mailed to the association's address shown on the billing statement. The annual maintenance fee for a lot(s) purchased during the year shall be prorated.

Any person or persons owning more than one lot shall be assessed the annual maintenance fee for only one lot and shall be allowed only one vote regardless of the number of lots owned. Owners owning multiple lots with more than one habitable single family residence shall be assessed a maintenance fee for each residence. Owners with unpaid maintenance or other fees shall be considered members not in good standing and shall not be allowed to vote until such fees are paid.

Funds arising from the annual maintenance fee shall be applied by the Association toward payment of expenses incurred in the maintenance and operation of Community improvements, civic betterment, and any other thing necessary or desirable in the opinion of the Association for the benefit of the lot owners.

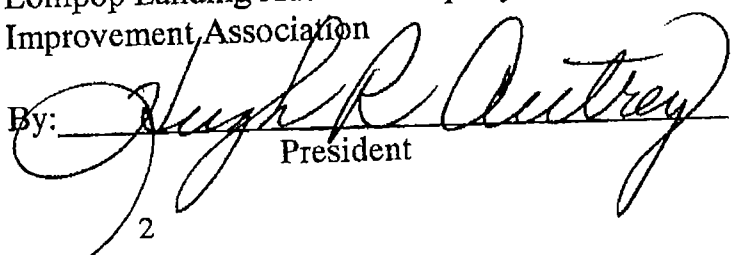
24. Special Assessments: Special assessments may be levied on all members of the association. This may be done at a special meeting called for this purpose or included in the business conducted at the annual meeting provided notice is given as stated in item number 20.

25. By-Laws: The Association By-Laws are hereby incorporated as a part of this document and shall be enforceable. In the event of conflict between the Deed Restrictions and the By-Laws, the Deed Restrictions shall have precedence over the By-Laws.

The below signed officer(s) of the Lollipop Landing Addition Property Owners' Improvement Association Board of Directors hereby confirm(s) that the above mentioned covenants, conditions and restrictions were amended by more than sixty (60) percent of the Owners present, either personally or by proxy, at the annual meeting of the Lollipop Landing Addition Property Owners' Improvement Association annual meeting.

EXECUTED on this the 20th day of June, 2007.

Lollipop Landing Addition Property Owners'
Improvement Association

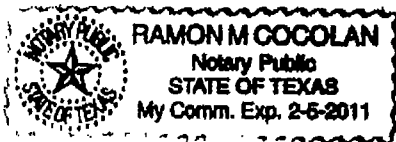
By: 

President

STATE OF TEXAS

COUNTY OF HENDERSON

This instrument was acknowledged before me on the 20th day of June, 2007 by Hugh Robert Aubrey, President of Lollipop Landing Addition Property Owners' Improvement Association on behalf of said corporation.



Ramon Cocolan
Notary Public, State of Texas

FILED FOR RECORD

2007 JUN 26 AM 11:22

GWEN MOFFEIT
COUNTY CLERK
HENDERSON COUNTY, TEXAS

Henderson County
Gwen Moffeit
County Clerk
Athens, TX 75751

*Pat
By-Laws*

Instrument Number: 2011-00016762

As

Recorded On: 12/27/2011 02:25 PM Recordings - Land

Parties: LOLLIPOP LANDING ADDITION PROPERTY OWNERS' ASSOCIATION

To: PUBLIC

Number of Pages: 12 Pages

Comment:

(Parties listed above are for Clerks reference only)

****Examined and Charged as Follows:****

Total Recording: 55.00

File Information:

Document Number: 2011-00016762

Receipt Number: 2011-17132

Recorded Date/Time: 12/27/2011 02:25 PM

Recorded By: Barbara Cox

*****DO NOT REMOVE. THIS PAGE IS PART OF THE INSTRUMENT*****

Any provision herein which restricts the Sale, Rental, or use of the described REAL PROPERTY
because of color or race is invalid and unenforceable under federal law.

I hereby certify that this instrument was filed and duly recorded
in the Official Records of Henderson County, Texas



Gwen Moffeit

County Clerk
Henderson County, Texas

Record and Return To:

LOLLIPOP LANDING ADDITION
PO BOX 785

FRANKSTON, TX 75763



CODE OF BYLAWS

LOLLIPOP LANDING ADDITION PROPERTY OWNERS' IMPROVEMENT ASSOCIATION

ARTICLE 1

Name

The name of the Association is Lollipop Landing Addition Property Owners' Improvement Association

ARTICLE 2

Principal Office

The principal office of the Association is located at P.O. Box 785 Frankston, Texas, 75763

ARTICLE 3

Purposes

The purposes for which the Association is organized are:

- (A) To develop a community designed for safe, healthful and harmonious living, and to carry out the purpose and intent of Article 23 of the Amended and Combined Restrictions on Lollipop Landing Addition Sections No. 1 and No. 2, Lake Palestine, Henderson County, Texas.
- (B) To promote the collective and individual interests and rights of all persons owning property in the Subdivision known as Lollipop Landing Addition situated in Henderson County, Texas and described as follows: A subdivision of the Peter and C.C. Garland Survey, Abstract Nos. 271, 274 and 275, Henderson County, Texas.
- (C) To care for the improvements and maintenance of the gateways, public easements, pathways, grass plots parking areas, and any facilities of any kind dedicated to the community and other open spaces and other ornamental features of the Subdivision, which now exists or which may hereafter be installed or constructed therein.
- (D) To cooperate with the owners of all vacant and unimproved lots now existing or that hereafter shall exist in the Subdivision in keeping them in good order and condition, in preventing them from becoming a nuisance and a detriment to the beauty of the Subdivision and to the value of the improved property therein, and to take any action with reference to such vacant and unimproved lots as may be necessary or desirable to keep them from becoming such a nuisance and detriment.

- (E) To aid and cooperate with the members of the Association and all property owners in the Subdivision in the enforcement of such conditions, covenants, and restriction on or appurtenant to their property as are now in existence, as well as any other conditions, covenants and restrictions as shall hereafter be approved by a petition of at least 60% of the lot owners.
- (F) To acquire, own, or lease such real and personal property as may be necessary or convenient for the transaction of its business and the fulfillment of its purposes.
- (G) To exercise any and all powers that may be delegated to it from time to time by the owners of real property in the Subdivision.
- (H) In general, to do everything necessary, proper, or advisable for the accomplishment of the purposes hereinabove set forth.

ARTICLE IV Membership

Section 1. Eligibility. Every present and future owner of a lot or residence unit in the Subdivision is entitled to be a member of the Association.

Section 2. Membership. Membership shall include an undertaking by such owner to comply with these bylaws and the rules and regulations adopted by the Association. Membership shall be accompanied by payment of the first year's fees in advance.

Section 3. Termination. Membership in the Association shall terminate on a member's ceasing to be an owner of a lot or residential unit in the Subdivision.

ARTICLE V Meetings of Members

Section 1. Annual Meetings. Except for the organizational meeting, all annual meetings of the members of the Association shall be held on the 2nd Saturday of the month of May in each year beginning with the year 1983, at the hour of 10:00 a.m. for the purpose of electing directors and for the transaction of such other business as may come before the meeting. If the day fixed shall be a legal holiday in this state, such meeting shall be held on the succeeding day not a legal holiday.

Section 2. Special meetings. It shall be the duty of the president to call a special meeting of the members as directed by a resolution of the Board of Directors or upon a petition signed by not less than twenty (20) members having voting rights. The notice of any special meeting shall state the time and place

of such meeting and the purpose thereof. No business shall be transacted at a special meeting except as stated in the notice unless by consent of four-fifths (4/5) of the members present, either in person or by proxy.

Section 3. Place of Meetings. Meetings of the Association shall be held at its principal office or such other suitable place convenient to the members as may be directed by the Board of Directors.

Section 4. Notice of Annual meeting. It shall be the duty of the secretary to mail a notice of each annual or special meeting, stating the purpose thereof as well as the time and place where it is to be held to each member entitled to vote, at least ten (10) days but not less than sixty (60) days prior to such meeting.

Section 5. Quorum. The presence at any meeting, in person or by proxy, of the members holding fifty-one (51) percent of the votes eligible to be cast in person or by proxy at such meeting shall be necessary and sufficient to constitute a quorum for the transaction of the business.

Sections 6. Voting.

- A. Each member shall be entitled to one (1) vote on each matter submitted to a vote of the members. Voting may be in person, Email or by proxy. All votes must be in writing and signed by the property owner.
- B. Any member who wishes to vote by email must print the official association ballot, sign it with the member's signature, then scan the official, signed ballot and email it to the board designated email recipient.
- C. For minor issue voting, the board may designate the manner of voting it chooses, as long as it conforms to democratic principles.

Section 7. Proxies. At any meeting of members, a member entitled to vote may vote by proxy. The proxy must be in writing and signed by the member.

Section 8. Manner of Acting. A majority of the votes entitled to be cast on a matter to be voted upon by the members present, or represented by proxy, at a meeting at which a quorum is present, shall be necessary for the adoption thereof unless a greater proportion is required by these bylaws.

Section 9. Voting by Mail. Where directors or officers are to be elected by members, such election may be conducted by mail in such manner as the Board of shall determine.

Section 10. Order of Business. The order of business at the annual meeting of the members shall be as follows:

- A. Roll call
- B. Proof of notice of meeting or waiver of notice.
- C. Reading of minutes of preceding meeting.
- D. Reports of officers
- E. Reports of committees
- F. Election of directors
- G. Unfinished business
- H. New business

ARTICLE VI

Board of Directors

Section 1. Number and Qualification. The affairs of the Association shall be governed by a Board of Directors composed to seven (7) persons, all of who must be members of the Association.

Section 2. Powers and Duties. The Board of Directors shall have the powers and duties necessary for the administration of the affairs of the Association and may do all of such acts and things as are not by law or by these Bylaws directed to be exercised or done by the members.

Section 3. Other Duties. In addition to duties imposed by these Bylaws or by resolution of the Association, the Board of Directors shall be responsible for the following:

- A. Care, upkeep and surveillance of the Subdivision and the common area and facilities.
- B. Collection of fees and special assessments from the members.
- C. Designation and dismissal of personnel.

Section 4. Election and Term of Office. At the first annual meeting of the Association the term of office of two (2) directors shall be fixed at three (3) years; the term of office of two (2) directors shall be fixed at two (2) years; and the term of office of three (3) directors shall be fixed at one (1) year. At the expiration of the initial term of office of each respective director, the successor to such director shall be elected to serve a term of (3) years. Each director shall hold office until the successor to such director shall have been elected and hold their first meeting.

Section 5. Vacancies. Vacancies in the Board of Directors caused by any reason other than removal of a director by a vote of the Association shall be filled by vote of the majority of the remaining directors, even though they may

constitute less than a quorum and each person so elected shall be a director until a successor is elected at the next annual meeting of the Association.

Section 6. Removal of Directors. At any annual or special meeting duly called, any one or more of the directors may be removed with or without cause by a majority of the members and a successor may then and there be elected to fill the vacancy thus created. Any director whose removal has been proposed by the members shall be given an opportunity to be heard at the meeting.

Section 7. Organization Meeting. The first meeting of a newly elected Board of Directors shall be held within ten (10) days of election at such place as shall be fixed by the Directors at the meeting at which such Directors were elected, and no notice shall be necessary to the newly elected Director in order to legally constitute such meeting, providing a majority of the whole Board shall be present.

Section 8. Regular Meeting. Regular meetings of the Board of Directors may be held as such time and place as shall be determined, from time to time, by a majority of the Directors, but at least two (2) such meetings shall be held during each fiscal year. Notice of regular meetings of the Board of Directors shall be given to each Director, personally or by mail, telephone, or telegraph, at least three (3) days prior to the day named for such meeting.

Section 9. Special Meetings. Special Meetings of the Board of Directors may be called by the President on three (3) days notice to each Director, be given personally or by mail, telephone or telegraph, which notice shall state the time, place and purpose of the meeting. Special meetings of the Board of Directors shall be called by the President or Secretary in like manner and on like notice on the written request of at least three (3) Directors.

Section 10. Waiver of Notice. Before or at any meeting of the Board of Directors, any Director may waive notice of such meeting in writing and such waiver shall be deemed equivalent to the giving of such notice. Attendance by a Director at any meeting of the Board of Directors shall be a waiver of notice by such Director of the time and place thereof. If all the Directors are present at any meeting of the Board of Directors, no notice shall be required and any business may be transacted at such meeting.

Section 11. Quorum. At all meetings of the Board of Directors, a majority of the Directors shall constitute a quorum for the transaction of business, and the acts

of the majority of the Directors present at a meeting at which a quorum is present shall be the acts of the Board of Directors. If, at any meeting of the Board of Directors, less than a quorum is present, the majority of those present may adjourn the meeting from time to time. At any such adjourned meeting, any business that might have been transacted at the meeting as originally called may be transacted without further notice.

Section 12. Fidelity Bonds. The Board of Directors shall require that all officers and employees of the Association handling or responsible for Association funds shall furnish adequate fidelity bonds. The premiums on such bonds shall be paid by the Association.

ARTICLE VII

Officers

Section 1. Designation. The principal officers of the Association shall be a President, a Vice President, a Secretary, and a Treasurer, all of whom shall be elected by and from the Board of Directors. The Directors may appoint an assistant treasurer, and an assistant secretary, and such other officers as in their judgment may be necessary.

Section 2. Election of Officers. The officers of the Association shall be elected annually by the Board of Directors at the organizational meeting of each new Board and shall hold office at the pleasure of the Board.

Section 3. Removal of Officers. Upon an affirmative vote by a majority of the members of the Board of Directors, any officer may be removed either with or without cause, and the successor to such officer elected at any regular meeting of the Board of Directors, or at any special meeting of the Board called for such purpose.

Section 4. President. The President shall be the chief executive officer of the Association and of the Board of Directors. He shall preside at all meetings of the Association and of the Board of Directors. He shall have all the general powers and duties which are usually vested in the office of the president of an association including but not limited to the power to appoint committees from among the members from time to time as he may in his discretion decide is appropriate to assist in the conduct of the affairs of the Association.

Section 5. Vice President. The Vice President shall take the place of the President and perform his duties whenever the President shall be absent or unable to act. If neither the President nor the Vice President is able to act, the Board of Directors shall appoint some other member of the Board to do so on an interim basis. The Vice President shall also perform such other duties as shall from time to time be imposed upon him or her by the Board of Directors.

Section 6. Secretary. The Secretary shall keep the minutes of a meeting of the Board of Directors and the minutes of all meetings of the Association; he or she shall have charge of such books and papers as the Board of Directors may direct; and shall, in general, perform all the duties incident to the office of Secretary.

Section 7. Treasurer. The treasurer shall have responsibility for Association funds and shall be responsible for keeping full and accurate accounts of all receipts and disbursements in books belonging to the Association. The Treasurer shall be responsible for the deposit of all monies and other valuable effects in the name and to the credit of the Association in such depositories as may from time to time be designated by the Board of Directors.

ARTICLE VIII

Membership Committee

Section 1. Number. At the first meeting of a newly elected Board of Directors, a Membership Committee shall be elected, consisting of three (3) members, at least one of who shall be a Director.

Section 2. Duties. The Membership Committee shall act on applications for membership as received and submit a report of their actions to the Board of Directors at its next regular meeting for review. Such approved membership lists shall be made a part of the Board minutes.

ARTICLE IX

Other Committees

The Board of Directors may appoint such other committees, as it may deem advisable. Each such committee shall have such powers and authority as shall be specified by the Board of Directors.

ARTICLE X

Maintenance Fees

Section 1. Annual Maintenance Fees. The annual maintenance fees shall be One hundred and no/100ths dollars, (\$100.00,) per year and shall be set each year at the annual meeting of the Lollipop Landing Property Owners' Improvement Association. The annual maintenance fee shall be first agreed upon by The Board of Directors of the association, and then be voted on at the membership meeting.

Section 2 Payment of Fees: The annual maintenance fees shall be due and payable on January 1st of each year as provided by Article 23 of the Amended and Combined Restriction of Lollipop Landing Addition and delinquent on April 30th of the same year and a late fee of \$10.00, or 10% of the total past due maintenance fee, whichever amount is greater, shall be imposed.

Section 3. Special Assessments. Special assessments may be levied on members of the Association only by a vote of two-thirds (2/3) of the majority of all members of the Association.

Section 4. Default in Payment of Maintenance Fees or Assessments.

- (A) When any member shall be in default of the payment of the annual maintenance fee or assessments when they become payable he shall not be considered a member in good standing. In addition, such member shall be dropped from active membership and placed on the inactive list. Such member shall not be reinstated until he has paid the lien on such member's lot or residential unit in delinquent annual maintenance fees and assessments in full.

- (B) In addition to the foregoing, if any member shall fail to pay his or her fees or assessments as the same become due, after thirty (30) days' written notice of such delinquency given by the Association to such member, the amount of the unpaid fees and assessments shall become a lien on such member's lot or residential unit in the Subdivision in favor of the Association and the Association shall have the right to record a notice of claim of lien, and proceed thereon in accordance with the provisions of the laws of the State of Texas for the foreclosure and enforcement of liens; or in the event the Association shall not record a lien, it shall have the right to commence an in personam action against such member for the collection of the unpaid fees and assessments in any court of competent jurisdiction in accordance with the provisions of said laws.

ARTICLE XI

Rules and Regulations

The Board of Directors shall adopt such rules and regulations as may be necessary or appropriate for the accomplishment of the purposes of the Association. Such rules and regulations shall become effective when approved by a two-thirds (2/3) vote of the members of the Association and when so approved shall become a part of these Bylaws.

ARTICLE XII

Amendments

These Bylaws may be amended or repealed, or new bylaws may be made and adopted, at any annual or special meeting of the members of the Association, by a majority vote of all the members entitled to vote, if notice of intention to amend shall have been contained in the notice of the meeting.

ARTICLE XIII

Miscellaneous

The fiscal year of the Association shall begin on the first day of May and end on the 30th day of April of every year.

The foregoing was adopted as the Bylaws of Lollipop Landing Property Owner's Improvement Association at its organizational meeting on the 10th day of July, A.D. 1982 and then amended in December 2011 by the Ad Hoc Committee to Amend the By Laws to achieve compliance with legislation passed by the 82nd Legislature of the State of Texas.

Amendments from previous Annual Meetings

Adopted at the annual meeting June 3, 2000. Additional maintenance fee or special assessment on rental property. An additional maintenance fee and/or special assessment are imposed on property owners of lots that are used as rental properties. A rental property is defined as "Any lot on which a home or mobile home, allowed under the Deed Restrictions, is in place, and is not lived in by the lot owner, is occupied, or has the potential to be occupied, by a person or persons who are not members of the Association."

Adopted at annual meeting on June 3, 2000. Bonding of Mobile Home Haulers. Mobile Home Haulers are required to post a \$500 bond covering possible damage to streets and landscapes in the subdivision both for the moving in and removal of said mobile homes.

Adopted at annual meeting May 19, 2001. Responsibility of dog owners. Dog owners are to be responsible for controlling their dogs. If written complaints are received, the dog owner must be responsible for resolving the problem by restraining the dog in a cage or dog run, an electronic wire system, a traveling chain on a wire, a leash or tie down, keeping the dog in the house, or get rid of

the dog. When walking dogs, feces deposited on a maintained lawn with a plastic bag and disposed of.

Adopted at annual meeting May 19, 2001. Limit of dogs per household. The number of dogs per household is limited to two (2).

Adopted at annual meeting May 19, 2001. Restrictions of on-street parking. On-street parking is limited to visitors only for a 48 hour continuous period unless an extension request is presented to the board and approved. Vehicles in violation will be towed away at the owner's expense. This means residents must park off the roadway. Roadway is defined as the paved surface as well as the 5 foot easement on each side of the road.

Adopted at annual meeting May 19, 2001. Adoption of Davis Property into Lollipop Landing P.O.A. The Davis Property is no a permanent part of Lollipop Landing Subdivision.

These Amended Bylaws may be executed in any number of original counter parts by the parties hereto and are effective upon the filing of same in Records of Henderson, County, Texas

State of Texas

County of Anderson

This instrument was acknowledged before on the 27th day of December 2011 by William McCune.

William F. McCune

My commission Expires

4-10-2014

William F. McCune

William F. McCune, President

Janie Bird

Notary Public, State of Texas

Janie Bird

Notary Public Name Printed

