

09585

**MANAGEMENT CERTIFICATE PURSUANT  
TO SECTION 209.004, TEXAS PROPERTY CODE**

**HOLIDAY LAKE ESTATES CIVIC CLUB, INC.**

A Texas Not For-Profit Corporation and Property Owner's Association as defined by Chapter 209, Texas Property Code, hereby files this Management Certificate as required by Section 209.004, Texas Property Code:

1. The name of the subdivision is: HOLIDAY LAKE ESTATES
2. The name of the Association is: HOLIDAY LAKE ESTATES CIVIC CLUB, INC.
3. The mailing address of the Association is: P.O. Box 274, Goodrich, TX 77335
4. The web-site address of the Association is: **hlecc.org**
5. The contact phone numbers for the Association are located: **hlecc.org**
6. The Recording Data for the Subdivision is:
  - a.) Plat for Section 1, recorded at Vol. 1, page 112, Plat Records, Polk County, Texas;
  - b.) Plat for Section 2, recorded at Vol. 1, page 137, Revision; Vol. 2, page 45, Plat Records, Polk County, Texas;
  - c.) Plat for Section 3, recorded at Vol.1, page 141, Revision; Vol. 2, page 48, Plat Records, Polk County, Texas;
  - d.) Plat for Section 4, recorded at Vol. 1, page 154, Plat Records, Polk County, Texas;
  - e.) Plat for Section 5, recorded at Vol. 3, page 1, Plat Records, Polk County, Texas;
  - f.) Plat for Section 6, recorded at Vol. 4, page 61, Revision; Vol. 9, page 22, Plat Records, Polk County, Texas;
  - g.) Plat for Section 7, recorded at Vol. 8, page 20, Revision; Vol. 9, page 22, Plat Records, Polk County, Texas

*All Plats on File at Polk County, Deed Records of Polk County, Texas*
7. The recording data for the Declarations are:
  - a.) Restrictions, dated December 4, 1961, recorded at Vol. 192, page 288, et seq., Deed Records of Polk County, Texas;
  - b.) Amendment to Restrictions, dated August 9, 1963, recorded at Vol. 200, page 66, et seq., Deed Records of Polk County, Texas;
  - c.) Restrictions Section 6, dated August 11, 1972, recorded at Vol. 269, page 817, et seq., Deed Records of Polk County, Texas;
  - d.) Restrictions Section 7, dated January 27, 1982, recorded at Vol. 406, page 464, et seq., Deed Records of Polk County, Texas
8. Other information the Association considers appropriate is:
  - a.) Certificate of Incorporation, Articles and Amendments to Incorporation
  - b.) Re-type & Consolidations of Restrictions
  - c.) Payment plan for Association pursuant to Texas Property Code 209.0062
  - d.) By-Laws available upon request



2018-2180-632

The State of Texas  
Secretary of State

CERTIFICATE OF INCORPORATION  
OF

HOLIDAY LAKE ESTATE CIVIC CLUB, INC.  
CHARTER NUMBER 359781

THE UNDERSIGNED, AS SECRETARY OF STATE OF THE STATE OF TEXAS,  
HEREBY CERTIFIES THAT DUPLICATE ORIGINALS OF ARTICLES OF INCORPORATION  
FOR THE ABOVE CORPORATION, DULY SIGNED AND VERIFIED, HAVE BEEN RECEIVED  
IN THIS OFFICE AND ARE FOUND TO CONFORM TO LAW.

ACCORDINGLY THE UNDERSIGNED, AS SUCH SECRETARY OF STATE, AND  
VIRTUE OF THE AUTHORITY VESTED IN HIM BY LAW, HEREBY ISSUES THIS  
CERTIFICATE OF INCORPORATION AND ATTACHES HERETO A DUPLICATE COPY  
OF THE ARTICLES OF INCORPORATION.

DATED OCT. 30, 1971



*Mark W. White*  
Secretary of State

DPB

ARTICLES OF INCORPORATION  
OF  
HOLIDAY LAKE ESTATES CIVIC CLUB, INC.

FILED  
In the Office of the  
Secretary of State of Texas

THE STATE OF TEXAS |  
|  
THE COUNTY OF POLK |

KNOW ALL MEN BY THESE PRESENTS: THAT OCT 20 1975

*James E. Chiles*  
Deputy Secretary, Secretary of State

WE, the undersigned natural persons of the age of eighteen (18) years or more, at least two (2) of whom are citizens of the State of Texas, acting as incorporators of a Corporation under the Texas Non-Profit Corporation Act, do hereby adopt the following ARTICLES OF INCORPORATION for such Corporation:

ARTICLE ONE

The name of the Corporation is: HOLIDAY LAKE ESTATES CIVIC CLUB, INC.

ARTICLE TWO

The Corporation is a Non-Profit Corporation.

ARTICLE THREE

The period of its duration is PERPETUAL, unless sooner dissolved as provided by law in such instances.

ARTICLE FOUR

The purposes for which the Corporation is organized are:

- (1). The specific and primary purposes are to promote the civic and social welfare in the area defined as the HOLIDAY LAKE ESTATES SUBDIVISION as such area is defined by the Plat thereof appearing of record in Volume 192, Pages 288 et seq. of the Deed Records of Polk County, Texas; and, as the same is further depicted in the Plat Records in the Office of the County Clerk of Polk County, Texas.
- (2). The general purposes and powers are to organize and promote mutual recreational facilities and civic endeavors for the enjoyment by the lot owners of HOLIDAY LAKE ESTATES SUBDIVISION.
- (3). Notwithstanding any of the above statements of purposes and powers, this Corporation shall not, except to an insubstantial degree, engage in any activities or exercise any powers that are not in furtherance of the primary purpose of this Corporation.

This Corporation is organized pursuant to the Texas Non-Profit Corporation Act and does not contemplate pecuniary gain or profit to the members thereof and is organized for non-profit purposes.

**RECORDER'S MEMORANDUM**  
All or Parts of the Text on This Page  
Were Not Clearly Legible For Satisfactory  
Recordation and/or Reproduction



# The State of Texas

## SECRETARY OF STATE

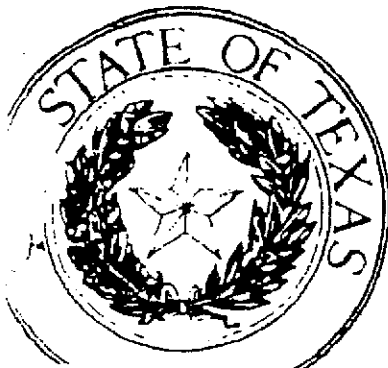
### CERTIFICATE OF AMENDMENT OF

HOLIDAY LAKE ESTATES CIVIC CLUB, INC.

The undersigned, as Secretary of State of the State of Texas, hereby certifies that Articles of Amendment to the Articles of Incorporation of the above corporation duly executed pursuant to the provisions of the Texas Non-Profit Corporation Act, have been received in this Office and are found to conform to law.

ACCORDINGLY the undersigned, as such Secretary of State, and by virtue of the authority vested in the Secretary by law, hereby issues this Certificate of Amendment to the Articles of Incorporation and attaches hereto a copy of the Articles of Amendment.

Dated October 13, 1992



John Hans a Jr.  
Secretary of State  
159

Dated the 28 day of September, 1992.

HOLIDAY LAKE ESTATES CIVIC CLUB, INC.

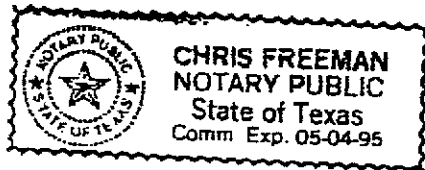
By: Vivian R. Stubbs  
~~President~~ Chairman

STATE OF TEXAS       #

COUNTY OF POLK       #

BEFORE ME, the undersigned notary, on this date personally appeared Vivian R. Stubbs  
\_\_\_\_\_ known to me to be the person whose name is subscribed to the foregoing document and, being  
by me first duly sworn, declared that the statements therein contained are true and correct.

Given under my hand and seal of office this 28 day of September, 1992.



Chris Freeman  
Notary Public, State of Texas

2018-2180-2636

FILED

In the Office of the  
Secretary of State of Texas

OCT 13 1992

Corporations Section

ARTICLES OF AMENDMENT TO  
ARTICLES OF INCORPORATION  
OF  
HOLIDAY LAKE ESTATES CIVIC CLUB, INC.

Pursuant to the provisions of Article 4.03 of the Texas Non-Profit Corporation Act, the undersigned corporation adopts the following Articles of Amendment to its Articles of Incorporation which amend the corporation articles to provide for the limitation of liability for directors of the corporation, except under those certain situations set forth in these Articles of Amendment.

ARTICLE ONE

The name of the corporation is HOLIDAY LAKE ESTATES CIVIC CLUB, INC.

ARTICLE TWO

The following amendment to the Articles of Incorporation was adopted by the corporation on the 26 day of September, 1992.

The Articles of Incorporation are hereby amended by adding thereto a new article eighth to read as follows:

EIGHTH: Pursuant to Article 13.02-7.06, Vernon's Annotated Texas Statutes, a director of the corporation shall not be liable to the corporation or its members for monetary damages for an act or omission in the directors capacity as a director, except that to the extent otherwise provided by Statute of the State of Texas. This Article shall not eliminate or limit the liability of a director for the following actions:

- (1) a breach of a director's duty of loyalty to the corporation or its shareholders or members;
- (2) an act or omission not in good faith or that involves intentional misconduct or a knowing violation of the law;
- (3) a transaction from which a director received an improper benefit, whether or not the benefit resulted from an action taken within the scope of the director's office;
- (4) an act or omission for which the liability of a director is expressly provided for by statute.

The Articles of Incorporation are hereby amended by adding thereto a new article ninth:

NINTH: The corporation may indemnify a person who was, is, or is threatened to be made a named defendant or respondent in litigation or other proceedings because the person is or was a director or a person related to the corporation. As provided in the Bylaws of the corporation, the board of directors shall have the power to define the requirements and limitations for the corporation to indemnify directors, officers, or other persons related to the corporation.

ARTICLE THREE

The amendments were adopted in the following manner:

The amendments were adopted a meeting of the members held on the 26 day of Sept, 1992 at which a quorum was present and the amendment received at least two-thirds of the votes which members present or represented by proxy at such meeting were entitled to cast.

## **HOLIDAY LAKE ESTATES DEED RESTRICTIONS**

THE STATE OF TEXAS, COUNTY OF POLK} KNOW ALL MEN BY THESE PRESENTS:

That Charles J. Gerlach, Jr., d/b/a Livingston Land & Development Company, hereinafter referred to as Developer, desiring to create and carry out a uniform plan for the improvement, development and sale of lots in Holiday Lake Estates, a Subdivision in Polk county, does hereby adopt and establish the following reservations, restrictions, covenants and easements to apply uniformly on the use, occupancy and conveyance of all lots in said Subdivision, and each contract or deed which may be hereafter executed with regard to any of the lots in said Subdivision shall be conclusively held to have been executed, delivered and conveyed subject to the following reservations, restrictions, covenants, easements, liens and charges, as well as any recorded amendments thereto, regardless of whether or not the same are set out or referred to in said contract or deed, to-wit:

### **RESERVATIONS**

There are specifically reserved those certain easements for installation and maintenance of utilities and drainage facilities as shown on the recorded plat of said Subdivision. Neither Developer nor any utility company using the aforementioned easements shall be liable for any damage to shrubbery, trees, flowers or property of any kind on the land within the boundaries of said easements.

### **RESTRICTIONS**

With the exception of Lot No. 1, Block No. 1, which is hereby specially reserved for the commercial or business use, and except for Lot Nos. 30, 31, and 32, of Block No. 9, which are hereby specially reserved for use by lot owners in the Subdivision as a park and as an access way to the river, all lots in Section 1 are restricted to residential purposes only, such residences not to exceed two stories in height and a private garage not to exceed the height of the residence, but which may contain living quarters only for bona fide servants. It is the express intention of the Subdivider to dedicate Lot Nos. 30, 31, and 32, of Block No. 9, to the use of all lot owners in the Subdivision, but not to the general public or any others.

No building shall be erected, placed, or altered on any lot in this Subdivision until the plans and specifications with a plot plan for such building has been approved in writing by the Architectural Committee of the Subdivision. Such Architectural Committee shall be appointed and will serve as hereafter designated; however, the Committee must approve such plans, specifications and plot plan in writing within thirty (30) days after the same have been submitted, otherwise it shall be deemed that such plans, specifications and plot plan have been approved.

The ground floor living area of the main structure, exclusive of open porches and garages, shall not be less than six hundred (600) square feet for a one (1) story dwelling, nor less than nine hundred (900) square feet for a dwelling of more than one (1) story.

No building shall be located on any residential lot nearer than twenty five (25) feet to the front lot line, nor nearer than ten (10) feet to any side street line, nor nearer than five (5) feet to an interior lot line. Corner residential lots shall be deemed to front on the street side having least frontage. No lot shall be used except for single family purposes.

No trailer house, tent, shack, or other temporary structure shall ever be placed on any lot. Overnight camping privileges may be permitted with the express approval of the Committee.

No noxious or offensive, unlawful or immoral activity shall be carried on upon any lot or tract, nor shall anything be done thereon which shall become any annoyance or a nuisance to the neighborhood.

No hogs, poultry, fowl or cattle may be kept or raised on any part of the Subdivision, unless provided for under a grazing lease. Household pets may be kept but may not be bred or maintained for commercial purposes or for sale.

No oil drilling, oil development operations, oil refining, quarrying or mining operations of any kind shall be permitted upon or in any lot, nor shall oil wells, tanks, tunnels, mineral excavations or shafts be permitted upon or in any lot. No derrick or other structures designed for use in boring for oil or natural gas shall be erected, maintained or permitted upon any lot.

No outside toilets shall be installed or maintained on any premises and all plumbing shall be connected with a septic tank and adequate drain field, constructed and installed in accordance 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 Health Officer or agency

of Polk County, Texas. The same shall not be drained, directly or indirectly, into any road, street, alley, or open ditch, or the Trinity River or Holiday Lake.

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

Each lot owner shall cut the grass and weeds on his lot as often as necessary to maintain the same in a neat and attractive condition, and shall keep his lot free of trash, garbage and debris.

No lot shall be used for the storage of any material, except that required for the construction of authorized buildings, which material shall be used or removed in a reasonable length of time.

No sign of any kind shall be kept or displayed to the public view (except by the Subdivider) other than name and street number sign, provided, however, that this covenant shall not apply to those lots reserved for business use, and provided, further, that the Subdivider may grant permission in writing to lot owners for the displaying of approved signs offering such lot for sale. Developer can remove any sign violating this provision, without consent of the land owner and without any liability.

No boat, trailer or equipment shall be parked on any street in said Subdivision.

Dirt shall not be piled upon any lot, except that which is necessary in connection with landscaping, and dirt shall not be removed from any lot without the written approval of the committee.

No hunting or shooting of firearms shall be permitted in the Subdivision.

If the owner of any lot fails to abide by any obligation or provision pertaining to cleanliness or maintenance of lot as previously mentioned, the Committee, or its agents, may go upon such lot and correct the default, and shall not be guilty of any trespass or liable to the lot owner in any respect for doing so, and the lot owner shall be obligated to reimburse the Committee for its expenses in doing such 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.

The private parks located on the river and on the lake or lakes, shall be used in common by the owners of other lots in said Subdivision for community recreational purposes approved by the Committee. Only the owners of lots and their families, and guests accompanying them, shall use such parks. All recreational facilities such as club house, swimming pool, tennis courts, etc., shall be under the supervision of the Committee. The Committee shall have the right to appoint additional members to the Committee to help supervise the Subdivision.

Holiday Lake may be used for swimming, fishing or boating, however, there shall be no motors, other than electric motors, permitted on this lake.

No piers shall extend farther in the lake than fourteen (14) feet.

## COMMITTEE

There is hereby created Holiday Lake Estates Architectural Committee, which shall initially be composed of three (3) persons.

The Committee shall be composed initially of Mr. C.J. Gerlach, Jr., Subdivider, who will be the Chairman of the Committee, a responsible sales representative for the Subdivision, and on other responsible individual appointed by the Chairman of the Committee.

Within ninety (90) days after the Developer has sold all of the lots in said Subdivision, or sooner if the Developer desires, the Committee shall call a meeting to elect a new Committee, composed of the Developer and lot owners, and similar elections shall be held from time to time thereafter whenever meetings therefor are called by the owners of at least twenty five (25) lots in said Subdivision, or by the then members of the Committee.

A vacancy on the Committee, resulting from death or resignation of any member of the Committee, or from the refusal or inability of any such member to serve, may be filled by appointment by the remaining member or members of the Committee.

Written notice of each meeting called to elect a new Committee shall be mailed to each lot owner at his last known address, at least ten (10) days before the date of the meeting.

At each election, the owner or owners of each lot shall be entitled to one vote. Votes may be cast in person or by holders or properly executed written proxies.

Except for the Initial members of the Committee named above, all subsequent members of the Committee must be officers or representatives of Developer, or its successors, or must be lot owners.

The Committee shall function as representatives of all of 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 proceeding, the foregoing restrictions;; enforce or release any lien imposed on any lot by reason of a violation of any of the foregoing restrictions, or by reason of failure to pay the maintenance charge hereinafter provided for; and, approve or reject plans and specifications for buildings to be erected in said Subdivision; and, approve or reject any reasonable request of lot owners, such as overnight camping privileges.

### ASSESSMENTS

The lots in said Subdivision and the owners thereof are hereby subjected to an annual maintenance charge which shall be an assessment against said lots and the owners thereof for the purpose of creating a fund to be expended by the Committee in the interest of the Subdivision as a whole. The amount of said annual charge shall be \$18.00 for waterfront lots and \$14.00 for inside lots. Each lot owner shall pay the amount of the charge against his lot to the Committee on or before January 15, of each year, and such money shall be held by the Committee in trust and used for the benefit of all the lot owners in said Subdivision. This assessment may be waived specifically by the Developer but in this event, such waiver must appear in the General Warranty Deed.

The following authorized uses of such money are set forth by way of example and not by way of exclusion or limitation; lighting, collecting and disposing of garbage, trash and debris; employing policemen or watchmen; caring for vacant lots; fogging or spraying for insects; and improving and maintaining the parks and other facilities.

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.

Such annual charge may be adjusted from year to year by said committee as the needs of the property may, in its judgment, require, but in no event shall such charge be raised, unless raised by a majority voted of the lot owners.

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 Committee.

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

**BE IT KNOWN THAT:** These covenants are to run with the land, and shall be binding on all parties and all persons claiming under them for a period of twenty (20) years from the date these covenants are recorded with the County Clerk of Polk County, Texas, after which time said covenants shall be extended automatically for successive periods (10) years, unless an instrument signed by the majority of the then owners of the lots has been recorded, agreeing to change said covenants in whole or in part, or to revoke the.

All restrictions, reservations and covenants shall be binding upon the purchaser or the successors, heirs and assigns of the purchaser. If Developer, or any of its successors or assigns, shall violate or attempt to violate any of the foregoing restrictions, covenants or provisions, persons owning property in said Subdivision, or the Committee on their behalf, may prosecute by proceedings at law or in equity against the Developer or any of his successors or assigns violating or attempting to violate any of the foregoing covenants, restrictions or provisions, to prevent him or them from doing so, or to recover damages for such violation, for the benefit of any owners of property in said Subdivision as their interest may appear.

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

Date: December 4, 1961

Signed by: Charles J. Gerlach, Jr., Developer and Owner

\*Original Records on File with Polk County Deed Records Volume 192, Page 288

### AMENDMENT TO HOLIDAY LAKE ESTATES RESTRICTIONS

THAT, WHEREAS, under date of December 4, 1961, CHARLES J. GERLACH, JR., as Developer, d/b/a LIVINGSTON LAND & DEVELOPMENT COMPANY, filed his restrictions a to Holiday lake Estates, Section 1, in Volume 192, at Page 288 et seq. of the Deed Records of Polk County, Texas; reference being here made to said instrument and to its recording therein, and the same is made a part hereof by reference, for all pertinent purposes;

AND, WHEREAS, it is the desire of the said Charles J. Gerlach, Jr. to make certain amendments to said restrictive instrument now appearing of record in the Deed of Records of Polk County, Texas, in Volume 192, Page 288 et seq. thereof;

NOW, THEREFORE, in consideration of the premises, I, CHARLES J. GERLACH, JR., as Developer, d/b/a/ LIVINGSTON LAND & DEVELOPMENT COMPANY, do hereby adopt and establish the following amendments to the aforesaid original RESTRICTIONS:

The last sentence in paragraph on (1) under RESTRICTIONS shall hereinafter read as follows: "It is the express intention of the Subdivider to dedicate the Park Area as designated in the new subdivision plat of record in the Plat Records of Polk County, Texas of Block No. 9, to the use of all lot owners in the Subdivision, but not to the general public or any others."

The next to the last sentence under RESTRICTIONS shall hereinafter read as follows: "Holiday Lake may be used for fishing, swimming or boating, however, there shall be no motors larger than three horsepower (3-HP), permitted on Holiday Lake and Devil Lake; but the use of any size motor is and shall be permitted on Gerlach Lake."

The sentence in paragraph one (1) under ASSESSMENTS shall hereinafter read as follows: "The amount of said annual charge shall be \$14.00 for all lots."

It is especially provided herein that all of the terms and provisions of said original RESTRICTIONS, except as herein and hereby amended, shall remain in full force and effect as stated therein.

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

IN TESTIMONY WHEREOF, witness my hand as of this the 9 Day of August, 1963

Date: August 9, 1963

Signed by: Charles J. Gerlach, Jr., Developer and Owner

\*Original Records on file with Polk County Deed Records Volume 200, Page 66

### HOLIDAY LAKE ESTATES SECTION SIX RESTRICTIONS

THAT, WHEREAS, by instrument dated December 4, 1961, now appearing of record in Vol. 192, Page 288 et seq. of the Deed Records of Polk County, Texas, CHARLES J. GERLACH, JR. as Developer, did file certain reservations, restrictions, provisions relating to architectural committees and assessments, all of which were declared as covenants pertaining to Section 1 of HOLIDAY LAKE ESTATES, a Subdivision in Polk County, Texas, and,

WHEREAS, said Developer has developed and additional section of said Subdivision, same being Section Six (6), and whereas, said Developer desires to adopt and establish the same reservations, restrictions, provisions relating to architectural committees, and assessments as covenants running with the land and apply the same to Section Six (6), of said Subdivision subject to the changes hereinafter made, now therefore, in consideration of the premises, I, CHARLES J. GERLACH, JR., as Developer, dba LIVINGSTON LAND

& DEVELOPMENT COMPANY, do hereby adopt and establish the reservations, restrictions, provisions relating to architectural committees, and assessments as same are depicted by instrument of record in Vol. 192, Page 288 et seq. of the Deed Records of Polk County, Texas, as covenants running with the land and do hereby declare that the same are to be applicable to Section Six (6) of HOLIDAY LAKE ESTATES Subdivision in Polk County, Texas, subject to the following changes, to-wit:

(1) The fourth paragraph under Restrictions shall read and follows insofar as the same applies to Section Six (6) of said Subdivision, to-wit: (a) No Building shall be located on any residential lot nearer than ten (10) feet to the front line, nor nearer than five (5) feet to any side street line, nor nearer than five (5) feet to an interior lot line. Corner residential lots shall be deemed to front on the street side having the least frontage. No lot shall be used except for single family purposes.

(2) The fifth paragraph under Restrictions insofar as the same shall apply to Section Six (6) of said Subdivision shall be as follows, to-wit: (a) No Tent, shack or other temporary structure shall ever be placed on any lot. Overnight camp privileges may be permitted with the expressed approval of the Committee. No mobile home may be placed on any lot until approved in writing by the Architectural Committee as to size, condition, appearance and skirting. Said mobile home must have complete sanitary facilities, including, among others, a lavatory, toilet, wash basins, tub or shower, kitchen sink and must be connected to sewage outlets. Campers and trailers, maintained in a neat and sanitary condition, may be maintained on the premises subject to the discretion of the Architectural Committee, but school bus bodies and unsightly structures shall be forbidden.

It is expressly provided herein that all of the terms and provisions of the original restrictions as same are depicted by instrument of record in Vol. 192, Page 288 et seq. of the Deed Records of Polk County, Texas, except as thereafter amended and herein amended, shall remain in full force and effect as stated therein with respect to Section Six (6) of said Subdivision.

IN TESTIMONY WHEREOF, witness my hands this the 11<sup>th</sup> day of August, 1972.

Date: August 11, 1972

Signed by: Charles J. Gerlach, Jr., Developer and Owner

\*Original Records on File with Polk County Deed Records Volume 269, Page 817

### HOLIDAY LAKE ESTATES SECTION SEVEN RESTRICTIONS

THAT, WHEREAS, by instrument dated December 4, 1961, now appearing of record in Vol. 192, Page 288 et seq. of the Deed Records of Polk County, Texas, CHALES J. GERLACH, JR., as Developer, did file certain reservations, restrictions, provisions relating to architectural committees and assessments, all of which were declared covenants pertaining to Section 1 of HOLIDAY LAKE ESTATES, a Subdivision in Polk County, Texas.

WHEREAS, said Developer has developed an additional section of said Subdivision, same being Section Seven (7), and whereas, said Developer desires to adopt and establish the same reservations, restrictions, provisions relating to architectural committees, and assessments as covenants running with the land and apply the same to Section Seven (7) of said Subdivision subject to the changes hereinafter made, now therefore, in consideration of the premises, I, CHARLES J. GERLACH, JR., as Developer dba LIVINGSTON LAND & DEVELOPMENT COMPANY, do hereby adopt and establish the reservations, restrictions, provisions relating to architectural committees, and assessments as same are depicted by instrument of record in Vol. 192, Page 288 et seq. of the Deed Records of Polk County, Texas, as covenants running with the land and do hereby declare that the same are to be applicable to Section Seven (7) of HOLIDAY LAKE ESTATES Subdivision in Polk County, Texas, subject to the following changes, to-wit:

(1) The fourth paragraph under Restrictions shall read as follows insofar as the same applied to Section Seven (7) of said Subdivision, to-wit: (a) No building shall be located on any residential lot nearer than ten (10) feet to the front line nor nearer than five (5) feet to any side street line, nor nearer than five (5) feet to an interior lot line. Corner residential lots shall be deemed to front on the street side having the least frontage. No lot shall be used except for single family purposes.

(2) The fifth paragraph under Restrictions insofar as the same shall apply to Section Seven (7) of said Subdivision shall be as follows, to-wit: (a) No tent, shack or other temporary structure shall ever be placed on any lot. Overnight camp privileges may be permitted with the expressed approval of the Committee. No mobile home may be placed on any lot until approved in writing by the Architectural Committee as to size, condition, appearance and skirting. Said mobile home must have complete sanitary facilities, including, among others, a lavatory, toilet, wash basin, tub or shower, kitchen sink and must be connected to sewage outlets.

Campers and trailer, maintained in a neat and sanitary condition, may be maintained on the premises subject to the discretion of the Architectural Committee, but school bus bodies and unsightly structures shall be forbidden.

(3) The seventh paragraph under Restrictions insofar as the same shall apply to Section Seven (7) of said Subdivision shall be as follows; to-wit: (a) Horses, Poultry, and Cattle may be kept on the acreage, but must be kept controlled at all times, and never allowed to run a large. Household pets may be kept but may not be bred or maintained for commercial purposes.

(4) The first paragraph under Assessments of Restrictions, and the Sixth paragraph under amendments to the Restrictions insofar as the same apply to Section Seven (7) of said Subdivision shall be as follows, to-wit: (a) The maintenance fee for each tract in Section Seven (7) shall be Twenty Five Dollars (\$25.00) per year.

It is expressly provided here that all of the terms and provisions of the original restrictions as same are depicted by instrument of record in Vol. 192, Page 288 et seq. of the Deed Records of Polk County, Texas, except as thereafter amended and herein amended, shall remain in full force and effect as stated therein with respect to Section Seven (7) of said Subdivision.

IN TESTIMONY WHEREOF, WITNESS MY HAND this the 27 day of January, 1982.

Date: January 27, 1982

Signed by: Charles J. Gerlach, Jr., Developer and Owner

\*Original Records on File with Polk County Deed Records Volume 406, Page 464

\*\*These Deed Restrictions were retyped and consolidated October 2009, Approved by the Architectural Committee, aka, Holiday Lake Estates Civic Club, Inc. (Governing Board).

PAYMENT PLAN AGREEMENT PURSUANT TO  
TEXAS PROPERTY CODE 209.0062

HOLIDAY LAKE ESTATES CIVIC CLUB, INC.

*Hlecc.org*

Holiday Lake Estates Civic Club, Inc. ("HLECC") hereby enters into the Payment Plan Agreement (the Payment Plan Agreement), pursuant to Texas Property Code 209.0062, with the property owner identified below for the purpose of allowing him or her or the entity to pay HLECC regular or special assessments, or any other amounts owed to HLECC including costs of collection incurred by HLECC prior to the date of this Agreement, (collectively "Assessment Delinquency") under a monthly installment payment plan.

**A. DEFAULT OF PAYMENT PLAN AGREEMENT**

Owner acknowledges and agrees that time is of the essence with respect to payment of the Monthly Payments required herein and that the obligation to pay each Monthly Payment on or before the first day of each month must be strictly complied with. Owner further acknowledges and agrees that if a Monthly Payment is returned for insufficient funds and/or if a Monthly Payment is received after the tenth (10<sup>th</sup>) day of the month in which it is due, it shall constitute a material breach of the Payment Plan Agreement. In such an event, any remaining unpaid amount may be automatically accelerated, without any further notice from HLECC or right to cure. In addition, HLECC shall be entitled to recommence efforts to collect any unpaid amount of the Accumulated Assessment Delinquency and may exercise all remedies available to HLECC under the governing documents and Texas law, including filing of a notice of an assessment lien against the Property in the real property records, seeking foreclosure of its assessment lien against the property, and/or filing a lawsuit against the Owner for collection of such amounts.

Upon Acceleration of the remaining unpaid Accumulated Assessment Delinquency, Owner also acknowledges and agrees that he or she or the entity shall be considered in default of the Payment Plan Agreement until he or she pays the full amount of the Accumulated Assessment Delinquency to HLECC (the "Payment Plan Default Period"). Owner further acknowledges and agrees that any payments received by HLECC from the Owner during a Payment Plan Default Period shall be applied to the Owner's account in the following order of priority:

1. Any attorney's fees or third party collection cost incurred by HLECC in connection with the collection of amounts due from Owner
2. Any other fees and expenses reimbursable to HLECC in connection with collection of amounts due from the Owner
3. Any late fee charges and interest due from the Owner
4. Any delinquent assessment due from the Owner
5. Any current assessment due from the Owner
6. Any other amount owed to HLECC from Owner

Owner further acknowledges and agrees that if Owner materially breaches the Payment Plan Agreement that HLECC shall be entitled to recover from Owner all cost of collection, including attorney fees, incurred by HLECC to collect any remaining unpaid amount of the Accumulated Assessment Delinquency. Owner further agrees to pay HLECC such additional costs of collection incurred by it and that such costs of collection shall be added to and included within the Accumulated Assessment Delinquency that must be paid by Owner to HLECC under this Payment Plan Agreement.

Owner further acknowledges that if Owner materially breaches the Payment Plan Agreement, Owner shall be ineligible to enter into a new payment plan for the amounts owed to HLECC for a period of two years from the date of Owner's default of this Payment Plan Agreement.

## **B. ADDITIONAL TERMS OF PAYMENT PLAN AGREEMENT**

### **1. Payment of Future Assessments**

The effective date of this Payment Plan Agreement shall be the due date of the first Monthly Payment required hereunder. Owner acknowledges that this Payment Plan Agreement Only concerns the payment of amounts owed to HLECC by Owner as of the effective date of this Payment Plan Agreement and shall not apply to any amounts that may be assessed or become due after such effective date ("Future Assessments"). Owner further acknowledges that this Payment Plan Agreement does not excuse Owner from paying any and all Future Assessments and Owner agrees to pay all Future Assessments at such time.

### **2. Release of Notice of Assessment Lien**

In the event that the HLECC has previously filed a notice of an assessment lien with respect to the Property, HLECC will NOT release such notice of assessment lien until the total amount of Accumulated Assessment Delinquency has been paid to HLECC and Owner is current on the payment of all Future Assessments at such time.

### **3. Reservation of Rights**

Except as expressly stated herein, HLECC reserves all of its rights, privileges and remedies under HLECC's governing documents and Texas law, and all of the other terms, provisions and conditions of HLECC's governing documents shall remain and continue in full force and effect.

### **4. Fees and Other Charges**

Accounts in good standing WILL NOT be assessed monthly Finance Charges. Accounts in good standing WILL be assessed a **monthly statement processing fee of \$5.00 per month** for as many months as the property record has an outstanding balance.

**C. AGREEMENT TO AND ACCEPTANCE OF PAYMENT PLAN AGREEMENT**

This Payment Plan Agreement must be returned to HLECC on or before due date of the first Monthly Payment required hereunder. The executed copy of this Payment Plan Agreement may be returned to HLECC by either email, fax, mailed or hand delivered to \_\_\_\_\_.

Owner represents and warrants that Owner is authorized and competent to enter into this Payment Plan Agreement with respect to the Property, and by his or her signature hereto, binds Owner, his or her successors-in-interest, and any other tenants in common with owner.

I accept and agree to all terms. My property address is: \_\_\_\_\_

My first payment will begin on \_\_\_\_\_

I intend on making payments over ☐ 3 Months ☐ 4 Months ☐ 5 Months ☐ 6 Months

The amount of my regular monthly payments will be \$\_\_\_\_\_ with the last payment being \$\_\_\_\_\_.

I understand that by submitting this form that if my yearly dues assessment is not paid in full by the agreed upon due date:

- I will no longer be in good standing **AND**
- I will be charged all late fees and finance charges.
- I acknowledge that this contract is signed in good faith according to Texas Property Code 209.0062

\_\_\_\_\_  
Signature Date

\_\_\_\_\_  
Printed Name

\_\_\_\_\_  
Email address

\_\_\_\_\_  
Contact Phone Number/Alternate Phone Number

As the authorized agent(s) for HLECC, Inc. I (we) hereby acknowledge receipt of this Payment Plan Agreement, Pursuant to Texas Property Code 209.0062.

\_\_\_\_\_  
Signature Date

\_\_\_\_\_  
Printed Name

\_\_\_\_\_  
Signature Date

\_\_\_\_\_  
Printed Name

This Revised/Update Management Certificate has been presented to the Governing Board of Holiday Lake Estates Civic Club, Inc. (HLECC) on the 27<sup>th</sup> day of October, 2018. The governing Board took a vote to proceed with the filings to our County Clerk of Polk County, Texas for the addition of a payment plan in accordance with Texas Property Code(s) 209.004 and 209.0062. Notation of this vote recorded in HLECC's minutes of October 27<sup>th</sup> 2018.

SIGNED this 29th day of October, 2018

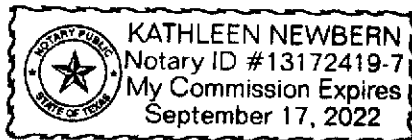
HOLIDAY LAKE ESTATES CIVIC CLUB, INC.

BY: [Signature]

TITLE: Chairman

THE STATE OF TEXAS }  
COUNTY OF POLK }

The above Instrument was acknowledged to before me by Jeff Anderson,  
Chairman, OF HOLIDAY LAKE ESTATES CIVIC CLUB, INC., on this  
29th day of OCTOBER, 2018



[Signature]

NOTARY PUBLIC, STATE OF TEXAS

STATE OF TEXAS }  
COUNTY OF POLK }

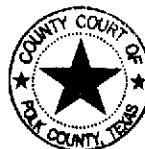
I, SCHELANA HOCK hereby certify that the instrument was FILED in the file number sequence on the date and at the time stamped hereon by me and was duly RECORDED in the Official Public Records in Volume and Page of the named RECORDS OF Polk County, Texas as stamped hereon by me.

FILED FOR RECORD

2018 OCT 29 PM 12:24

Schelana Hock  
POLK COUNTY CLERK

CD



OCT 29 2018

Schelana Hock  
COUNTY CLERK  
POLK COUNTY, TEXAS

AFTER FILING, RETURN TO: Holiday Lake Estates Civic Club, Inc., P.O. Box 274, Goodrich, Texas 77335

