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DECLARATION OF COVENANTS, CONDITIONS AND RESTRICTIONS
OF FALCON SOUND ON THE LAKE

[Signature]
COUNTY CLERK
MONTGOMERY COUNTY, TEXAS

THE STATE OF TEXAS

COUNTY OF MONTGOMERY

This Declaration of Covenants, Conditions and Restrictions, made on the date hereinafter set forth by Falcon Sound on the Lake, Ltd., a Texas limited partnership, hereinafter referred to as "Declarant":

WITNESSETH

Whereas, Declarant is the owner of that certain subdivision known as Falcon Sound on the Lake, a subdivision in Montgomery County, Texas, according to the map or plat thereof recorded in Cabinet S, Sheets 5 - 6, inclusive, of the Map Records of Montgomery County, Texas.

Whereas, it is the desire of Declarant to place certain restrictions, covenants, conditions, stipulations and reservations upon and against the Lots in the Subdivision in order to establish a uniform plan for the development, improvement and sale of the Subdivision, and to ensure the preservation of such uniform plan for the benefit of both the present and future owners of Lots in said Subdivision:

NOW, THEREFORE, Declarant hereby adopts, establishes, declares and imposes upon all Lots in Falcon Sound on the Lake as identified in the Subdivision Plat referenced above, the following restrictions, easements, restrictions, covenants and conditions for the purpose of enhancing and protecting the value, desirability and attractiveness of the subdivision, and these reservations, easements, covenants, restrictions and conditions shall run with the land and shall be binding upon all parties having or acquiring any right, title or interest in any Lot and shall inure to the benefit of each Owner.

Unless otherwise specifically provided herein, these Covenants, Conditions and Restrictions do not apply in any manner to the areas designated on the Subdivision Plat as "Reserve(s)" and the Reserve(s) are not restricted or affected in any manner by this instrument.

ARTICLE I
Definitions

- Section 1. "Administrator" shall mean the entity administering the maintenance fund.
- Section 2. "Architectural Control Committee" or "Committee" shall mean and refer to Falcon Sound Architectural Control Committee, provided for in Article V hereof.
- Section 3. "Association" shall mean and refer to the Falcon Sound Property Owners Association.
- Section 4. "Board of Directors" or "Board" shall mean the elected body of the Falcon Sound Property Owners Association.
- Section 5. "Builder-Owner" shall mean and refer to the owner of a Lot who owns such

lot for the sole purpose of building a residence for sale to third parties, and is designated in writing as a Builder-Owner by Declarant.

- Section 6. "Declarant" or "Developer" shall mean and refer to Falcon Sound on the Lake, Ltd., its successors and assigns.
- Section 7. "Improvements" shall mean and refer to any dwelling, garage, carport, swimming pool, boat slip, wall, fence and any other object placed on, in or under the Properties.
- Section 8. "Interior Lot" shall mean and refer to any Lot that does not have frontage on Lake Conroe.
- Section 9. "Lake" shall mean and refer to Lake Conroe.
- Section 10. "Lot" and/or "Lots" shall mean and refer to the lots as shown on the Subdivision Plat.
- Section 11. "Member" shall mean and refer to every person or entity who holds a membership in the Association.
- Section 12. "Nature Preserve" refers to a strip of land sixteen feet (16') wide located along the boundary lines of various Lots in the Subdivision, as depicted on the Subdivision Plat.
- Section 13. "Owner" shall mean and refer to the record owner, whether one or more persons or entities, of fee simple title to any Lot which is a part of the Properties. In the event of a contract for sale covering any Lot, the "Owner" shall be the purchaser named in the contract. "Owner" does not include those persons or entities having a security interest in the Lot or those having an interest in the mineral estate only.
- Section 14. "Property and/or Properties" shall mean and refer to Falcon Sound on the Lake, as identified and depicted on the Subdivision Plat.
- Section 15. "Reserve" shall mean and refer to the areas designated on the Subdivision Plat as a Reserve.
- Section 16. "Resident" shall mean and refer to every person or entity occupying a Residential Dwelling within the Properties.
- Section 17. "Residential Dwelling" shall mean and refer to a single residential dwelling with garage.
- Section 18. "River Authority and/or SJRA" shall mean and refer to the San Jacinto River Authority.
- Section 19. "Screening Easement" refers to a strip of land sixteen feet (16') wide located along the front boundary line of various Lots which are contiguous to Teel Road. The Screening Easement is depicted on the Subdivision Plat.
- Section 20. "Subdivision" shall mean and refer to Falcon Sound on the Lake, as identified and depicted on the Subdivision Plat.
- Section 21. "Subdivision Plat" shall mean and refer to the map or plat of Falcon Sound on the Lake, recorded in Cabinet S, Sheets 5 - 6, inclusive, of the Map Records of Montgomery County, Texas.

Section 22. "Waterfront Lot" shall mean and refer to any Lot fronting on Lake Conroe.

ARTICLE II
Restrictions, Exceptions and Dedications

The Subdivision Plat dedicates for use, subject to the limitations set forth therein, the streets and easements shown thereon, and such Subdivision Plat further establishes minimum setback lines applicable to the Property. All dedications, limitations, restrictions, and reservations shown on the Subdivision Plat are incorporated and made a part hereof as if fully set forth herein, and shall be construed as being adopted in each and every contract, deed, or conveyance executed, conveying said property or any part thereof, whether specifically referred to therein or not.

Section 1. Utility Easements.

(a) All Lots are subject to the utility easements shown on the Subdivision Plat or designated in these Restrictions.

(b) No building shall be located over, under, upon or across any portion of any utility easement; however, the Owner of each Lot shall have the right to construct, keep, use and maintain driveways and similar improvements across the utility easements located on the front of the Lot and/or along the side of corner Lots adjacent to street right-of-ways.

(c) With the prior written approval of the Committee, the Owner of each Lot also shall have the right to construct, locate, keep and maintain driveways, walkways, steps, air conditioner units and equipment over, across or upon any utility easement along the side of such Lots (the "Side Lot Utility Easement") and shall be entitled, at all times, to cross, have access to and use the Improvements located thereon; however, any such improvements placed upon such Side Lot Utility Easement by the Owner shall be constructed, maintained and used at Owner's risk and the location of such improvements shall not impede the natural flow of water across the Lot. The Owner of each Lot subject to said Side Lot Utility Easements shall be responsible for (i) any and all repairs to the driveways, walkways, steps, air conditioner units and equipment which cross or are located upon such Side Lot Utility Easements caused by the any utility company or cable television company in the course of installing, operating, maintaining, repairing, or removing its facilities located within the Side Lot Utility Easements.

(d) In no event shall any Owner construct, keep, maintain or use driveways, walkways, steps, air conditioner units, equipment and improvements upon any utility easements located along the rear of any Lot.

(e) In addition to the utility easements shown on the Subdivision Plat, there is hereby dedicated a five foot (5') wide electric service line easement, extending from the surface of the ground downward, and said easement being two and one-half (2 1/2) feet on each side of underground electric service lines as now or hereafter constructed and will extend along the route selected by the electric utility company serving the Subdivision (the "Company's") from such company distribution facilities to the electric meter when and as located upon Lots and Reserves in the Subdivision. The Company shall have the right to excavate said Lot easement strip, and to remove objects, structures, growth or protrusions thereon.

(f) The Owner of each Lot shall indemnify and hold harmless Declarant, public utility companies and the cable television company having facilities located over, across or under utility easements from any loss, expense, suit or demand resulting from injuries to persons or damage to property in any way occurring, incident to, arising out of, or in connection with said Owner's installation, maintenance, repair or removal of any permitted Improvements located within utility easements. Neither Declarant nor any utility company or cable television company using the easements herein referred to shall be liable for any damages done by them or their assigns, their agents, employees or servants to fences, shrubbery, trees, flowers or any other real or personal property or Improvements of the Owner situated on the easement.

Section 2. Roads and Streets. The roads and streets in the Subdivision are dedicated as public county roadways and streets.

Subject to the terms and conditions of this Section, the roads and streets in the Subdivision as shown on the Subdivision Plat are hereby dedicated as utility easements strictly for the purpose of constructing, operating, maintaining or repairing a system(s) of electric lighting, electric power, telegraph and telephone lines, gas lines, sewers, water lines, storm drainage (surface or underground), cable television, or any other utilities that the Declarant sees fit to install (or permit to be installed) in, across and/or under the Property.

Declarant reserves the right, during installation or paving of the streets, to enter onto any Lot or Lots for the purpose of disposing of excavation or for the removal of trees, if necessary.

ARTICLE III Use Restrictions

Section 1. Land Use and Building Type. All Lots shall be restricted in use and shall be used for residential purposes only except as outlined in Section 2 herein. No structure shall be erected, altered, placed or permitted to remain on any Lot other than one (1) single family dwelling with a detached or an attached fully enclosed garage for not less than two (2) nor more than three (3) cars. The garage will be available for parking automobiles at all times without any modifications being made to the interior of said garage. Such garage shall be constructed at the same time as the dwelling and act as an integral part of the residential structure, constructed with the same design, color and materials as the residence. Occupancy of the dwelling shall not be authorized until the garage is complete. The Residential Dwelling shall not exceed a height of thirty-five (35) feet. The height shall be measured from where the highest point of the natural grade of the Lot abuts the structure, except where the slab must be elevated above the natural grade to achieve minimum slab elevation as required by the Committee. In this situation, the height shall be measured from the minimum slab elevation established by the Committee. A detached garage shall not exceed one story in height, however, if a bona fide servants quarters is constructed above the garage, the total height will not exceed the main dwelling in height or number of stories. No garage or servant's quarters or other permitted structure shall be erected or built on any Lot until construction of the Residential Dwelling has commenced. All construction must be completed within 180 days after construction commences.

No garage may open to the rear of a Waterfront Lot unless otherwise approved by the Architectural Control Committee. All detached garages where permitted in this Article must be attached to the main residence with a covered walk with a minimum width of six (6) feet. Garages placed on corner lots may face the side street and shall be located no closer to the side lot line than the minimum side lot building setback line as shown on the Subdivision Plat.

As used herein, the term "Residential Purposes" shall be construed to prohibit the use of said Lots for garage apartments or apartment houses; and no Lot shall be used for business or professional purposes of any kind except as outlined in Section 2 herein, nor for any commercial or manufacturing purpose. Each lot improvement thereon shall be used only as a single family residence. The rental of a dwelling for occupancy as a residence shall not be construed as a business. No building of any kind or character shall be moved onto any Lot within said Properties without written permission of the Architectural Control Committee; however, no Residential Dwelling shall be moved onto any Lot within said Properties. The use of a tent, house trailer, travel trailer, camper, mobile home, manufactured home, or motor home, either as a weekend, temporary or permanent residence is prohibited.

Section 2. Residences shall be allowed to have one room designated as a home office. The intent of this restriction is to allow for a home business that is converted to a computer/modem based technology. It is further understood that this restriction is not to be construed to permit any Lot, Residential Dwelling or other structure to be used for retail/consumer oriented business that would encourage or increase street traffic.

Section 3. Carports. Carports may be utilized and built only in addition to the required garage. The carport must be an integral part of the residential structure and constructed with the same design, color and materials as the Residential Dwelling. Only motor vehicles, as identified in Section 22 of this Article, shall be parked or stored in a carport.

All residences built on interior lots shall have side loading garages. Front loading garages shall have a portico or porte co-chere attached. Porticos or porte co-cheres attached to front loading garages shall be constructed with a minimum width of six (6) feet unless otherwise approved by the Architectural Control Committee. Rear or detached garages do not apply.

Section 4. Architectural Control. No Improvement shall be erected, placed, repaired or altered on any Lot until the construction plans and specifications and a plot plan showing the location of the Improvement thereon have been approved by the Architectural Control Committee. Plans shall be reviewed with respect to harmony with the existing structures, design, color, location with respect to topography and finished grade elevation and compliance with minimum construction standards provided for herein. The Committee is authorized to grant variances if the variance is reasonable and if the structure is not inconsistent with the general scheme and harmony of the development.

Section 5. Dwelling Size. The minimum square footage of the total living heated area of the main Residential Dwelling, exclusive of open porches, garages, carports, and servant quarters shall be as follows:

One story Residential Dwellings shall contain not less than 2,200 square feet. The ground floor area of one and one-half story or two story Residential Dwellings shall contain not less than 1,500 square feet, and the total living area of one and one-half story or two story Residential Dwellings shall contain not less than 2,200 square feet.

Section 6. Type of Construction Materials and Landscaping.

(a) Unless otherwise approved by the Committee, Residential Dwellings, garages and carports shall be of eighty (80%) percent masonry construction or its equivalent on its exterior wall area (front, back and side elevations must meet the eighty (80%) percent requirement). Masonry includes stucco, brick and stone. Hardy plank is an approved siding but is not considered to be masonry therefore, it is not a substitute for the eighty (80%) percent masonry requirement.

(b) All roofing material used on any building in any part of the Properties must be approved by the Committee. All roofing material must be applied in accordance with the manufacturer's specifications. No cedar shingle roofs shall be permitted in the Subdivision.

(c) Landscape plans must be approved by the Committee before work commences. All yards shall be landscaped, with the landscaping to be completed within three (3) months after the residence is occupied with solid sod minimum.

(d) All roof ventilation (other than ridge ventilators) shall be located to the rear of the roof ridge line and/or gable of any structure and shall not extend above the highest point of such structure, so as not to be visible from any street. The Committee shall have the right to approve exceptions to the foregoing in cases where energy conservation and heating/cooling efficiency require ventilators that, because of the particular roof design, cannot be hidden from view.

Roof vents, vent stacks, galvanized roof valleys and other roof items must be painted to match the roof materials. Galvanized roof valleys must be primed before being painted to insure the prevention of peeling.

(e) No exterior windows shall be permitted on that side of the residential dwelling that faces a side boundary line with no building setback line.

Section 7. Building Location. No Residential Dwelling, garage, carport, or structure, or any part thereof shall be located on any Lot nearer to the front or rear Lot line or nearer to the side