

**32.633 ACRES  
JAMES EDWARDS SURVEY, A-190  
MONTGOMERY COUNTY, TEXAS**

*Being 32.633 acres of land situated in the James Edwards Survey, Abstract number 190, Montgomery County, Texas, out of that certain 53.2175 acre tract as described in Deed recorded under Clerk's File Number 9456163 of the Real Property Records of Montgomery County, Texas; said 32.633 acres being more particularly described by metes and bounds as follows with all bearings referenced to recorded plat of Longmire On Lake Conroe, section 2, the map or plat thereof recorded in Cabinet H, Sheet 158-B of the Map Records of Montgomery County, Texas:*

**BEGINNING** at a 5/8 inch iron rod, found for the Southeast corner of the herein described tract and the Northeast corner of Longmire On Lake Conroe, Section 2, in the West line of the Calfee 321.47 acre tract as described in Deed recorded in Volume 802, Page 261 of the Deed Records of Montgomery County, Texas; said point being further located South 79 degrees 22 minutes 52 seconds West, 6382.01 feet from the Southeast corner of the Elijah Collard Survey, Abstract Number 7 and an offset corner in the North line of the James Edwards Survey, Abstract Number 190;

**THENCE** North 73 degrees 45 minutes 37 seconds West, a distance of 53.15 feet along the North line of Longmire On Lake Conroe, Section 2, to a 5/8 inch iron rod, found for corner in the Southeastern margin of Longmire Way, a 60 foot wide road right-of-way;

**THENCE** North 27 degrees 35 minutes 02 seconds West, a distance of 60.00 feet along the North line of Longmire On Lake Conroe, Section 2, to a 5/8 inch iron rod, found for corner in the Northwestern margin of Longmire Way;

**THENCE** North 76 degrees 10 minutes 07 seconds West, a distance of 119.77 feet along the North line of Longmire On Lake Conroe, Section 2, to a point for corner at the boundary of the aforesaid 53.2175 acre tract and the shoreline of Lake Conroe;

**THENCE** with the following courses and distances along the shoreline of Lake Conroe to points for corners:

North 50 degrees 39 minutes 12 seconds East, 41.24 feet;  
 North 78 degrees 51 minutes 56 seconds West, 115.24 feet;  
 North 88 degrees 29 minutes 23 seconds West, 101.29 feet;  
 North 82 degrees 26 minutes 25 seconds West, 232.26 feet;  
 North 38 degrees 36 minutes 22 seconds East, 14.28 feet;  
 North 21 degrees 14 minutes 23 seconds West, 42.05 feet;  
 North 73 degrees 39 minutes 40 seconds West, 60.81 feet;  
 North 33 degrees 00 minutes 55 seconds West, 38.71 feet;  
 North 89 degrees 49 minutes 18 seconds West, 68.79 feet;  
 North 16 degrees 10 minutes 16 seconds East, 56.50 feet;  
 South 64 degrees 30 minutes 13 seconds West, 117.38 feet;  
 North 60 degrees 53 minutes 04 seconds West, 45.77 feet;  
 North 32 degrees 47 minutes 43 seconds West, 166.95 feet;  
 South 35 degrees 51 minutes 36 seconds West, 90.87 feet;  
 South 70 degrees 25 minutes 34 seconds West, 139.03 feet;  
 South 47 degrees 43 minutes 16 seconds West, 89.76 feet;  
 South 66 degrees 31 minutes 52 seconds West, 103.37 feet;  
 South 58 degrees 01 minutes 38 seconds West, 4.73 feet to a point for corner in the 201 contour fee line for Lake Conroe;

THENCE with the following courses and distances along the 201 fee line:  
 South 85 degrees 17 minutes 12 seconds West, 37.25 feet;  
 South 47 degrees 01 minutes 28 seconds East, 59.63 feet;  
 South 60 degrees 14 minutes 52 seconds West, 84.22 feet;  
 South 76 degrees 26 minutes 56 seconds East, 81.63 feet along the 201 fee line to a point  
 for corner in the shoreline of Lake Conroe;

THENCE North 70 degrees 52 minutes 38 seconds West, a distance of 24.34 feet along the shoreline of  
 Lake Conroe, to a point for corner in the 201 fee line;

THENCE North 62 degrees 28 minutes 55 seconds West, a distance of 11.58 feet along the 201 fee line, to  
 a point for corner in shoreline of Lake Conroe;

THENCE North 21 degrees 44 minutes 07 seconds West, a distance of 52.96 feet along the shoreline of  
 Lake Conroe, to a point for corner;

THENCE South 70 degrees 31 minutes 08 seconds West, a distance of 2.14 feet along the shoreline of Lake  
 Conroe, to a point for corner in the 201 fee line;

THENCE North 04 degrees 45 minutes 28 seconds West, a distance of 7.10 feet along the 201 fee line to a  
 point for corner;

THENCE South 35 degrees 47 minutes 53 seconds West, a distance of 12.05 feet along the 201 fee line to a  
 point for corner in the shoreline of Lake Conroe;

THENCE with the following courses and distances along the shoreline of Lake Conroe:  
 South 70 degrees 31 minutes 14 seconds West, 47.40 feet;  
 South 53 degrees 44 minutes 52 seconds East, 13.21 feet;  
 South 04 degrees 27 minutes 10 seconds East, 9.95 feet;  
 South 12 degrees 48 minutes 46 seconds West, 18.86 feet along the shoreline of Lake  
 Conroe to a point for corner on the 210 fee line;

THENCE with the following courses and distances along the 201 fee line:  
 South 12 degrees 19 minutes 53 seconds West, 58.85 feet;  
 South 61 degrees 32 minutes 53 seconds West, 138.00 feet;  
 South 74 degrees 16 minutes 53 seconds West, 77.40 feet;  
 South 82 degrees 27 minutes 53 seconds West, 82.00 feet;  
 North 76 degrees 34 minutes 07 seconds West, 91.85 feet;  
 North 50 degrees 05 minutes 07 seconds West, 156.85 feet;  
 North 03 degrees 45 minutes 07 seconds West, 148.05 feet;  
 North 48 degrees 40 minutes 53 seconds East, 236.05 feet;  
 North 11 degrees 38 minutes 53 seconds East, 100.20 feet;  
 North 30 degrees 35 minutes 07 seconds West, 41.85 feet along the 201 fee line to a point  
 for corner in the shoreline of Lake Conroe;

THENCE with the following courses and distances along the shoreline of Lake Conroe:  
 North 01 degrees 29 minutes 31 seconds East, 39.51 feet;  
 North 44 degrees 17 minutes 31 seconds West, 128.53 feet;  
 North 30 degrees 57 minutes 09 seconds West, 127.00 feet;  
 North 62 degrees 42 minutes 30 seconds West, 30.75 feet;  
 North 14 degrees 41 minutes 58 seconds West, 111.79 feet;  
 North 22 degrees 23 minutes 35 seconds East, 22.93 feet along the shoreline of Lake  
 Conroe to a point for corner on the 210 fee line;

- THENCE North 43 degrees 14 minutes 44 seconds East, 12.69 feet along the 201 fee line to a point for corner in the shoreline of Lake Conroe;
- THENCE North 62 degrees 19 minutes 41 seconds East, 33.93 feet along shoreline of Lake Conroe to a point for corner;
- THENCE North 03 degrees 45 minutes 35 seconds East, 14.63 feet along the shoreline of Lake Conroe to a point for corner on the 210 fee line;
- THENCE North 59 degrees 27 minutes 53 seconds East, 29.46 feet along the 201 fee line to a point for corner;
- THENCE North 17 degrees 46 minutes 07 seconds West, 66.32 feet along the 201 fee line to a point for corner in the shoreline of Lake Conroe;
- THENCE with the following courses and distances along the shoreline of Lake Conroe:  
 North 03 degrees 45 minutes 34 seconds East, 123.22 feet;  
 North 65 degrees 33 minutes 38 seconds East, 136.00 feet;  
 North 72 degrees 39 minutes 17 seconds East, 37.40 feet;  
 North 57 degrees 08 minutes 06 seconds East, 146.99 feet;  
 North 49 degrees 46 minutes 51 seconds East, 45.69 feet;  
 North 11 degrees 48 minutes 04 seconds East, 35.23 feet;  
 North 45 degrees 51 minutes 57 seconds East, 113.05 feet;  
 North 66 degrees 11 minutes 55 seconds East, 44.64 feet along the shoreline of Lake Conroe to a point for corner on the 210 fee line;
- THENCE North 71 degrees 28 minutes 53 seconds East, 5.96 feet along the 201 fee line to a point for corner in the shoreline of Lake Conroe;
- THENCE with the following courses and distances along the shoreline of Lake Conroe:  
 South 79 degrees 17 minutes 37 seconds East, 49.22 feet;  
 South 65 degrees 10 minutes 26 seconds East, 43.46 feet;  
 North 18 degrees 41 minutes 46 seconds East, 12.69 feet;  
 South 44 degrees 47 minutes 37 seconds East, 31.54 feet;  
 North 87 degrees 18 minutes 20 seconds East, 44.60 feet;  
 South 69 degrees 25 minutes 55 seconds East, 42.12 feet;  
 South 66 degrees 00 minutes 53 seconds East, 185.17 feet;  
 South 69 degrees 59 minutes 00 seconds East, 17.36 feet along the shoreline of Lake Conroe to a point for corner on the 210 fee line;
- THENCE South 51 degrees 11 minutes 05 seconds East, 5.28 feet along the 201 fee line to a point for corner at the most Northerly Northeast corner of the herein described tract and the 53.2175 acre tract;
- THENCE South 15 degrees 24 minutes 52 seconds West, 565.05 feet along a Westerly boundary of the aforesaid Calfee 321.47 acres to a 5/8 inch iron rod, found for an interior corner of the herein described tract;
- THENCE South 73 degrees 43 minutes 52 seconds East, 1617.04 feet along the North line of the 53.2175 acre tract to a 5/8 inch iron rod, found for the most easterly Northeast corner of the 53.2175 acre tract and the herein described tract;

181-00-1331

THENCE South 16 degrees 14 minutes 23 seconds West, 343.12 feet along a West line of the Calfee 321.47 acre tract, back to the Point Of Beginning and containing 32.633 acres of land.

04/02/96  
Longmire.S3

Michael Glezman, Registered Professional Land Surveyor, No. 4627



FILED FOR RECORD  
96 AUG -2 PM 3: 51  
MARK TURNBULL, CO. CLERK  
MONTGOMERY COUNTY, TEXAS  
  
DEPUTY

STATE OF TEXAS  
COUNTY OF MONTGOMERY  
I hereby certify that this instrument was filed in  
File Number Sequence on the date and at the time  
stamped herein by me and was duly RECORDED in  
the official Public Records of Real Property of  
Montgomery County, Texas.

AUG - 2 1996



*Mark Turnbull*  
COUNTY CLERK  
MONTGOMERY COUNTY, TEXAS

Stoecker Corporation  
P.O. Box 241  
Conroe, TX 77305

13/5  
5022

**DECLARATION OF COVENANTS, CONDITIONS AND RESTRICTIONS  
OF LONGMIRE ON LAKE CONROE**

**THE STATE OF TEXAS**

**COUNTY OF MONTGOMERY**

This Declaration of Covenants, Conditions and Restrictions, made on the date hereinafter set forth by Lake Conroe at Longmire Group Ltd., d/b/a Longmire on Lake Conroe, hereinafter referred to as "Declarant":

**WITNESSETH**

Whereas, Declarant is the owner of that certain piece of Land described on Exhibit "A" attached to be known as Longmire on Lake Conroe, Section Three, a subdivision in Montgomery County, Texas, according to the map or plat to be recorded in the Map Records of Montgomery County, Texas; and

Whereas, it is the desire of Declarant to place certain restrictions, covenants, conditions, stipulations and reservations upon and against the Lots in the subdivision such property 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 Longmire on Lake Conroe, Section Three, 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.

These Covenants, Conditions and Restrictions do not apply in any manner to the areas designated on the 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 Longmire on Lake Conroe Architectural Control Committee, provided for in Article IV hereof.

**Section 3.** "Association" shall mean and refer to the Longmire on Lake Conroe Property Owner's Association.

**Section 4.** "Board of Directors" or "Board" shall mean the elected body of the Longmire on Lake Conroe 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" shall mean and refer to Lake Conroe at Longmire Group Ltd., d/b/a Longmire on Lake Conroe, 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 Lot 56 thru 64, Block 1, and Lots 1 thru 20, Block 2, inclusive.
- 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.** "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 13.** "Property and/or Properties" shall mean and refer to Longmire on Lake Conroe, as identified in the subdivision plat.
- Section 14.** "*Required private subdivision improvements*" means the subdivision improvement which are required under the applicable regulations of the City of Conroe, Texas, and are described in ARTICLE II of these covenants and restrictions.
- 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.** "Subdivision Plat" shall mean and refer to the map or plat of Longmire on Lake Conroe, Section Three recorded in Cabinet \_\_\_\_\_, Sheet \_\_\_\_\_, inclusive, of the Map Records of Montgomery County, Texas.
- Section 20.** "Utility Company" shall mean and refer to Longmire on Lake Conroe Water Company, a private utility system.
- Section 21.** "Waterfront Lot" shall mean and refer to Lot 1 thru Lot 55, Block 1, inclusive.

**ARTICLE II**  
**Required Subdivision Improvements**

- Section 1.** **Private dedication.** Certain subdivision improvements which are required by the subdivision regulations of the City of Conroe, Texas have been privately dedicated for the use and benefit of, among others, property owners within the subdivision. The improvements described in the Article are required subdivision improvements which are dedicated for the private use and benefit of lot owners within the subdivision and of the other classes of persons mentioned in the subdivision plat. The maintenance entity authorized and required under this Declaration of Covenants and Restrictions shall be responsible for the maintenance and upkeep of these required improvements and shall be authorized to assess and collect a maintenance fee against the subdivision lots and to expend funds so collected for such purposes.
- Section 2.** **Private streets.** Streets which have been noted on the subdivision plat as "Private" are dedicated for the private use and benefit of, among others, lot owners within the subdivision and are maintained by the maintenance entity. Notwithstanding this private dedication, the dedication includes an easement covering the street area which permits the installation, operation and maintenance of water, sewer, gas, electric, telephone, cable television or other such utilities by the city and other utilities lawfully entitled to provide service to the abutting property. The dedication also includes a right of access to public agencies engaged in both routine and emergency public services, including law enforcement, fire protection, medical response, inspection and code enforcement. The maintenance entity may make an offer of public dedication of private streets if such dedication is authorized by the affirmative vote of a majority of lot owners within the subdivision. To be effective, an offered public dedication must be accepted by a formal vote of the governing body of the public entity which has jurisdiction over the streets. Until formally accepted, private streets which are offered for public dedication remain the responsibility of the maintenance entity.
- Section 3.** **Street lights.** The maintenance entity shall be responsible for the operation and maintenance of street lighting within the subdivision until such responsibility is assumed by a public entity.
- Section 4.** **Storm water detention facilities.** Storm water detention facilities have been located within the subdivision to contain the storm water runoff associated with the development. The maintenance entity shall be responsible for the operation and maintenance of these facilities.
- Section 5.** **Open spaces and common areas.** The maintenance entity shall be responsible for open spaces and common areas within the subdivision. These facilities are dedicated for the use and benefit of lot owners within the subdivision only.
- Section 6.** **Amendment of Article.** The provisions of this Article may not be amended without the express written consent of the Planning Commission of the City of Conroe, Texas.
- Section 7.** **Exercise of maintenance and assessment powers by City.** In the event the maintenance entity shall fail or refuse to adequately maintain the privately dedicated subdivision improvements described by this Article,

the City shall be authorized, but not obligated, to exercise the assessment and maintenance powers in place of the maintenance entity. The City may utilize the proceeds of the maintenance funds to reimburse funds advanced by the City for maintenance of improvements covered by this Article.

**ARTICLE III**  
**Restrictions, Exceptions and Dedications**

The Subdivision Plat dedicates for use, subject to the limitations set forth therein, the private 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 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 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 Utility District, any public utility 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 recorded Plat, there is hereby dedicated a five foot (5') wide Entergy Utility Company 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 Entergy Utility Company from Entergy Utility Company's distribution facilities to the electric meter when and as located upon Lots and Reserves in the Subdivision. Entergy Utility 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 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 of the Owner situated on the easement.

**Section 2. Road and Street Easements.** The roads and streets in the Properties are not dedicated to the public, but shall be operated as private streets with each Owner having an easement for the use and benefit of such Owner, which easements shall include rights of ingress, egress and passage over and along said streets in favor of the Declarant, the Association, the Owners, the other classes of persons for whose benefit the roads and streets are dedicated in the Subdivision Plat, and their respective legal representatives, successors and assigns, guests, invitees, licensees, designees and the successors-in-title to each Lot Owner, and other such person, but not in favor of the public.

Subject to the terms and conditions of this Section, the private roads and streets in the Properties as shown on the 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. The dedication of the roads and streets as utility easements shall not affect operation of the roads and streets in this Property as private roads and streets.

Declarant reserves the right to make changes in and additions to the above easements for the purpose of most efficiently and economically installing the improvements. Should any utility company or cable television company furnishing a service covered by the general easement herein provided request a specific easement by separate recordable document, Declarant, without the joinder of any other Owner, shall have the right to grant such easement on said property.

Declarant reserves the right, during installations of 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.

Declarant reserves the right to grant additional ingress and egress easements along the roads and streets in the Properties and to grant the roads and streets to the Association, subject to such restrictions and conditions set forth in the deed conveying such roads and streets.

Notwithstanding the operation of the roads and streets in the Property as private streets, Declarant hereby grants to Law Enforcement Agencies and Officers of Montgomery County and the State of Texas, other governmental law enforcement bodies, fire department officials and fire protection personnel, vehicles and equipment, ambulances, school buses, Montgomery County officials and personnel and other governmental officials and personnel, and to the authorized agents of the Association for performance of the Association's duties ingress and egress and passage over and along said private roads and streets of the Subdivision in connection with the performance of their official functions.

**Section 3. Common Properties.** Any and all common properties shown on the Subdivision Plat, including but not limited to the Marina, are dedicated for the use and benefit of all Owners of Lots and Reserves in the Subdivision, the owners of Lots and Reserves in all existing and future sections of Longmire on Lake Conroe or the Estates of Longmire on Lake Conroe, and all owners of property now owned or hereafter acquired by Michael B. Stoecker located adjacent to any existing or future section of Longmire on Lake Conroe or the Estates of Longmire on Lake Conroe, and in favor of the invitees and designees of each such owner and each successor-in-title to each such Lot, Reserve or Property, SUBJECT HOWEVER, to such reasonable rules and regulations as may be imposed by the Association relating to the use of such common properties.

**ARTICLE IV**  
**Use Restrictions**

**Section 1. Land Use and Building Type.** All Lots shall be restricted in use and shall be used for residential purposes only (hereinafter referred to as "Lots") except as outlined in Section 1 herein. No structure shall be erected, altered, placed or permitted to remain on any Residential 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 four (4) 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. 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 1 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 or motor home, either as a weekend, temporary or permanent residence is prohibited.

**Section 1.** 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 be used for retail/consumer oriented business that would encourage or increase street traffic.

**Section 2. 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 21 of this Article, shall be parked or stored in a carport.

**Section 3. 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 4. Dwelling Size.** The minimum square footage of the total living area of the main residential dwelling, exclusive of open porches, garages, carports, and servants quarters shall be as follows:

- (a) Interior Lots - The minimum living area of a one (1) or one and one-half (1 1/2) story residential dwelling shall be 2400 square feet. The minimum living area of a two (2) or two and one-half (2 1/2) story residential dwelling shall be 2,400 square feet. The Committee shall approve the square footage on the first floor.
- (b) Waterfront Lots - The minimum living area of a residential dwelling shall be 2,400 square feet on Lots 1-5 inclusive and those residence dwellings shall be a minimum of 2,600 square feet on Lots 6-23 inclusive and Lots 24-55 inclusive shall be a minimum of 2,800 square feet. The Committee shall approve the square footage on the first floor.

**Section 5. Type of Construction Materials and Landscaping.**

(a) Residences, garages and carports shall be of 80 percent masonry construction or its equivalent on its exterior wall area, except that detached garages of interior Lots may have wood siding of a type and design approved by the Committee. Masonry includes stucco.

(b) No roofing material shall be used on any building in any part of the Properties without the written approval of the Committee. All roofing material must be applied in accordance with the manufacturer's specifications.

(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.

(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 the 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. Roof items that appear on cedar shingle roofs must be painted in such a manner that the color matches a weathered cedar shingle. Galvanized roof valleys must be primed before being painted to insure the prevention of peeling.

**Section 6. Building Location.** No main residence, garage or carport, nor any part thereof shall be located on any Lot nearer than the minimum building lines as shown on the Subdivision Plat. However, at such time as plans are submitted to the Committee for approval, the Committee may require that the residence, garage or carport be located at a greater or close distance from the back Lot line than the building line shown on the recorded plat. No main residence, garage or carport or any other out building or any part thereof shall be located nearer than 5 feet to any interior side Lot line. Eaves, steps and open porches shall not be considered as a part of the building, provided that no portion of any residence, garage, carport or structure shall encroach upon another Lot.

The Committee may approve deviations or grant variances of the building location requirements provided the variance or deviation does not alter the scope and intention of these Restrictions. The Owner shall make a written request to the Committee for a variance or deviation.

On Waterfront Lots, an arbor or other out-building or structure which has been approved by the Committee may be constructed beyond the rear building line. Said arbor, out-building or structure shall contain no more than four hundred (400) square feet and be no less than sixty-five percent (65%) open in its total wall surfaces unless otherwise approved by the Committee. All materials used in constructing any out building or other such structure shall be in harmony with the main residence.

Any Owner of one or more adjoining Lots, with the written permission of the Committee, may merge such Lots into one building site with the privilege of placing or constructing improvements on such resulting site, in which case side setback lines shall be measured from the resulting side property lines rather than the Lot lines as indicated on the recorded plat and such composite building site shall thereupon be regarded as a "Lot" for the purposes of this Article IV, Section 6 only.

**Section 7. Slab Requirements.** All building foundations shall consist of a concrete slab, unless the Committee approves a different type of foundation when circumstances, such as topography of the Lot, make it impractical to use a concrete slab on all or any portion of the foundation of the building improvements constructed on the Lot. The finished slab elevation for all structures shall be above the 100 year flood plain as established by Commissioner's Court of Montgomery County, Texas, the Montgomery County Engineers Office, and other applicable governmental authorities. All waterfront lots shall be at a minimum slab elevation of 207 feet due to the flowage easement around Lake Conroe. All residential foundations/slabs for all Lots in the subdivision must be a minimum of as described in the Construction Specifications/New Construction Application. The Committee does not determine whether the structural integrity of the slab is adequate. A structural engineer should be consulted on these matters. Sufficient soil investigation should be obtained for proper slab design. The Committee may make deviations in the above foundation requirements provided such deviations do not alter the scope and intent of the restrictions.

**Section 8. Annoyance or Nuisances.** No noxious or offensive activity shall be carried on upon any Lot nor shall anything be done thereon which may become an annoyance or nuisance to the neighborhood. No exterior speaker, horn, whistle, bell or other sound device, except security and fire devices used exclusively for security and fire purposes, shall be located, used or placed on a Lot. Activities especially prohibited include, but are not limited to the following:

- (a) The performance of work on automobiles or other vehicles upon the Lot or in driveways or streets abutting Lots except as permitted in Section 21 of this Article.
- (b) The use or discharge of firearms, firecrackers or other fireworks within the Properties.
- (c) Storage of flammable liquids in excess of five gallons.
- (d) Activities which may be offensive by reason of odor, fumes, dust, smoke, vibration or pollution which are hazardous by reason of excessive danger, fire or explosion.

**Section 9. Temporary Structures.** No structure of a temporary character, whether motor home trailer, recreational vehicle, travel trailer, mobile home trailer, basement, tent, shack, garage, barn or other outbuilding shall be maintained or used on any Lot at any time as a residence, or for any other purpose, either temporarily or permanently; provided however, that Declarant reserves the exclusive right to erect, place and maintain such facilities in or upon any portion of the Properties as in its sole discretion which may be necessary or convenient while selling Lots, selling or constructing residences and constructing other improvements upon the Properties. Such facilities may include, but not necessarily be limited to, sales and construction

offices, storage areas, and signs. Portable toilet facilities shall be placed at the construction site of all Residential Dwellings. Upon approval of the Committee, a contractor building a Residential Dwelling on a Lot for the Owner of such Lot may place a temporary construction office on the Lot.

**Section 10. Signs and Billboards.** No signs, billboards, posters, or advertising devices of any character shall be erected, permitted or maintained on any Lot or plot without the express written consent of the Association. All signs, billboards, posters and other advertising devices shall conform to the Committee's predetermined sign policy. The Association, Declarant or their agents shall have the right to remove any sign not complying with the above referenced policy and in so doing, shall not be liable and are expressly relieved from any liability for trespass or other tort in connection therewith or arising from such removal. The right is reserved by Declarant and its designated agent to construct and maintain such signs, billboards or advertising devices as is customary with the general sale of property. Such sign or billboard shall not be more than two feet by three feet in size advertising the property for sale or rent, or signs used by a builder or manufacturer to advertise the property during construction and sale period.

**Section 11. Oil and Mining Operations.** No water drilling, oil drilling or development operation, 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 structure designed for use in boring for water, oil, or natural gas shall be erected, maintained or permitted upon any Lot.

**Section 12. Storage and Disposal of Garbage and Refuse.** No Lot shall be used or maintained as dumping ground for rubbish. Trash, garbage or other waste materials shall not be kept except in sanitary containers constructed of metal, plastic or masonry materials with sanitary covers or lids. Equipment for the storage or disposal of such waste materials shall be kept in clean and sanitary condition. No Lot shall be used for the open storage of any materials whatsoever, which storage is visible from the street, except that new building materials used in the construction of improvements erected upon any Lot may be placed upon such Lot at the time construction commences and may be maintained thereon for a reasonable time, so long as the construction progresses without undue delay, until the completion of the improvements, after which these materials shall either be removed from the Lot or stored in a suitable enclosure on the Lot.

**Section 13. Electric Distribution System.** The type of electric service supplied to Owners will be alternating current at approximately 60 cycles per second, single phase, three wire, 102/240 volts and metered at 240 volts. It is understood and agreed that only electrical service of the characteristics described above, will be furnished by Entergy Utility Company in Longmire on Lake Conroe, and that such service will be from the electric distribution system to be installed by Entergy Utility Company, and Owners agree that only electric service at 120/240 volts, single phase, three wire, will be available for Lots. The locked rotor current of any motor connected to this service will be limited in accordance with the standard service practices of Entergy Utility Company. The utility easement areas dedicated and shown on the plat map of Longmire on Lake Conroe, may be cleared and kept clear by any utility of all trees, bushes and other growth, including overhanging branches from trees or protrusions from structures located upon adjacent property, without payment to Owners by such utility for such clearance, cutting or trimming. The provisions of this paragraph shall constitute a covenant running with the land as to each Lot.

Only underground electrical service shall be available for Lots and no above surface electric service wire shall be installed outside of any residence or other structure. Developer may allow overhead service lines on the perimeter boundary of the subdivision. It is required that individual underground electrical service drops be installed to each residence. The Owners of each residence will therefore comply with Entergy Utility Company's policy regarding such underground service installations, and the Owners do hereby agree to pay any charges which

might be incurred for the installation of the underground service as set forth in the Company policy. Entergy Utility Company's policy is subject to change as set forth in the Company policy. The Owners shall ascertain the location of said service drops and keep the area over the route of said service drops free of excavations and clear of structures, trees and other obstructions; and Entergy Utility Company may install, maintain, repair, replace and remove said underground service drops, and open the ground for any such purpose or purposes; and no payment will be due or made by any utility for such use or activity.

Declarant hereby reserves the right to grant upon, across and over each Lot an easement and license along the perimeter boundaries of each Lot to the width of three feet measured from each boundary of each Lot, protruding from each boundary into the interior portion of each Lot, for the purpose of erection, construction, maintenance, repairs and the continuous placement of an electrical lighting system throughout the Property. This reserved right is expressly reserved on behalf of and for the benefit of Declarant and any public utility company, including but not limited to Entergy Utility Company. This reserved right includes expressed right of Declarant and each public utility company to clear, grade and remove such obstructions including, but not limited to, trees, brush and other landscaping that the Declarant or the public utility company deems necessary in order to effectuate the construction, erection, maintenance and continuance placement of the electrical lighting system hereby contemplated. Declarant further reserves hereby, unto itself and to any such public utility company, the expressed right to enter upon any Lot for the purpose of construction, installation, maintenance, repair and continuous placement of the electrical lighting contemplated hereunder and to remove any obstruction as might exist within this designated area, and such shall not be deemed to be trespass in any respect to the rights of the Owner of the Lot. Each Owner, by acceptance of a Deed to a Lot in these Properties does acknowledge the existence of this reserved right and the rights hereunder created, such right being for the expressed benefit of each other Lot in the Properties. Neither Declarant nor any public company acting under the easement license or rights referred to herein shall be liable for any damages done by themselves or their assigns, agents, employees or servants to any fences, shrubbery, trees, flowers or any other property of the Lot Owner situated on the property by this easement and license.

**Section 14. Views to and from Lake Conroe.** Views to and from Lake Conroe are encouraged so that each view can become a positive addition to the environment of the Properties. Except for approved trees, no view obstruction plant material greater than two (2) feet in height shall be permitted on any Waterfront Lot beyond the rear building line. It is not the intent of these restrictions to remove any existing trees from the Property. The removal of existing trees from Lots must be approved by the Committee.

**Section 15. Walls, Fences and Hedges.** All wall, fences and hedges must be approved by the Committee. Except as otherwise provided herein, no walls or fences shall be erected or maintained nearer to the front of any Lot than the front of the Residential Dwelling constructed on the lot, or, on corner lots, nearer to the side Lot line than the side Lot building line parallel to the side street as shown on the recorded plat.

Except as otherwise provided herein, all walls and fences on waterfront Lot must be of ornamental iron construction and shall be black in color and of a design that conforms to the Committee's predetermined plan for such fences. The Committee may grant variances upon written request by the Owner. Pilasters which are in harmony with the main residential structure shall be used in conjunction with all ornamental iron fences. A small patio which is an integral part of the residence may be enclosed with a fence or wall.

All walls and fences of interior lots may be of ornamental iron, masonry or wood construction as approved by the Committee. All wooden fences shall be constructed of material to be approved by the Committee. All wooden fences exposed to view from the street shall be built so that the finished side faces the street. Wooden fences are discouraged where views to Lake Conroe are hindered.

No chain link fences shall be erected, placed or permitted to remain on any residential Lot. No fence shall be installed which will impede the natural flow of water across the Lot. The Declarant may construct fencing ten feet tall at the entrance to the subdivision.

Ownership of any wall, fence or hedge erected as a protective screening on a Lot shall pass with title to the Lot, and it shall be the Owners responsibility to maintain said protective screening thereafter. In the event of default on the part of the Owner or occupant of any Lot to maintain said protective screening and such failure continuing after ten days written notice thereof, the Association, at its option, without liability to the Owner or occupant in trespass or otherwise, may, in its discretion, enter upon said Lot and cause said protective screening to be repaired or maintained or do any other thing necessary to secure compliance with these restrictions, so as to place said protective screening in a satisfactory condition and may charge the Owner or occupant of such Lot for the cost of such work. The Owner or occupant, as the case may be, agrees by the purchase or occupancy of the lot to pay such statement immediately upon receipt thereof, and all such payments by the Association, shall, likewise, be secured by a Vendor's Lien for the benefit of the Association in the same manner as the maintenance charges payable in accordance with Article VIII herein. Plans and specifications shall be submitted as in the case with other structures.

**Section 16. Mailboxes.** The Declarant or the Committee, as the case may be, shall have the right to designate the exclusive design, motif and materials for mail boxes within the Properties and may at its option purchase such items in bulk and resell them to each Owner at cost. Otherwise all mailboxes shall be built of the same material as the home.

**Section 17. Utilities.** Improvements situated on a Lot shall be connected to the water and sewer lines as soon as practical after same are available at the property line. No privy, cesspool or septic tank shall be placed or maintained upon or in any Lot. The installation and use of any propane, butane, LP gas or other gas tank, bottle or cylinder of any type (excluding those normally associated with outdoor barbecue grills) shall require the prior written approval of the Committee and shall be screened from public view. All telephone, electric cable or other service line shall be installed underground. When natural gas is made available to lot owners, the lot owner must immediately discontinue use of propane, butane, LP gas or other type of hydrocarbon fuel being used at the time and convert to the natural gas line.

**Section 18. Views, Obstructions and Privacy.** In order to promote the aesthetic quality of "view" within Longmire on Lake Conroe and particularly the views of Lake Conroe, the Committee shall have the right to review and approve any item placed on a lot including, but not limited to the following:

- (a) The location of all windows and the type of proposed window treatments and exposed window coverings;
- (b) The probable view from second story windows and balconies and decks (particularly where there is a potential invasion of privacy to an adjoining neighbor);
- (c) Sunlight obstructions;
- (d) Roof top solar collectors;
- (e) Flagpoles, flags, pennants, ribbons, streamers, wind sock and weather vanes;
- (f) Exterior storage sheds;
- (g) Fire and burglar alarms which emit lights and sounds;
- (h) Children playground or recreational equipment;
- (i) Exterior lights;
- (j) Ornamental statuary, sculpture and/or yard art visible from a street or common area excluding those which may be a part of an otherwise approved landscape plan;
- (k) The location of the Residential Dwelling on the Lot; and
- (l) The location of satellite dishes and antennas.

**Prohibited Items.** The following items are prohibited on any Residential Lot:

- (a) Clotheslines, reels, hanging circles and other exterior clothes drying devices;
- (b) Above ground swimming pools;
- (c) Window unit air conditioners;
- (d) Signs (except for certain "For Sale" and "For Lease" signs);
- (e) Storage of more than five (5) gallons of fuel outside of regular vehicle gas tanks; and
- (f) Unregistered, unlicensed, or inoperable motor vehicles.

**Section 19. Lot/yard Maintenance.** The yards of all Lots shall require written approval of the Committee. The Owners or occupants of all Lots shall at all times keep all weeds and grass thereon cut in a sanitary, healthful and attractive manner and shall in no event use any Lot for storage of materials and equipment except for normal residential requirements or incident to the construction of improvements as herein permitted. The accumulation of garbage, trash or rubbish of any kind and no burning is permitted. The Owners or occupants of any Lots at the intersection of streets or adjacent to the Lake, parks, playgrounds or other facilities where the rear yard or portion of the Lot is visible to full public view shall construct and maintain suitable enclosure to screen the following from public view; yard equipment, wood piles or storage piles which are incident to the normal residential requirements of a typical family.

In the event of default on the part of the Owner or occupant of any Lot in observing the above requirements or any of them, such default continuing after ten (10) days written notice thereof, the Association or their assigns may, at their option, without liability to the Owner or occupant in trespass or otherwise, enter upon said Lot and cause to be cut such weeds and grass and remove or cause to be removed such garbage, trash and rubbish or do any other thing necessary to secure compliance with these restrictions so as to place said Lot in a neat, attractive, healthful and sanitary condition and may charge the owner or occupant of such Lot for the cost of such work. The Owner or occupant agrees by the purchase or occupancy of the property to pay such statement immediately upon receipt thereof, and all such payments shall be made to the Association in the same manner as the Maintenance Charges.

The digging of dirt or the removal of any dirt from any Lot is expressly prohibited except as may be necessary in conjunction with the landscaping of or construction on such Lot. Unless otherwise approved by the Committee, no trees larger than eight (8) inches in diameter shall be cut or removed except to provide room for construction of improvement, or prevent a hazard to the structural integrity of the slab or to remove dead or unsightly trees. However, all trees within fifty (50) feet of the waterfront shall be trimmed of all limbs eight (8) feet from the base of the tree.

During the construction of a residence, the Owner is required to remove and haul all trees, stumps, limbs, branches, and debris from the Lot. Declarant, during the construction of the water, sewer, drainage facilities and streets may burn and dispose of other methods, trees, stumps, underbrush and other trash cleared during the construction process, and the Declarant may enter upon any Lot or Lots for the purposes of disposing of excavation or for the removal of trees as necessary.

No owner or contractor may enter upon the Lot adjacent to the one on which he is building for the purpose of ingress or egress to his Lot during or after construction unless such adjacent Lot is also owned by such Owner or such Owner has written approval from the adjacent Lot Owner. Such approval must be furnished to the Committee. All adjacent Lots shall be kept free of any trees, underbrush, trash, rubbish and/or any other building debris during construction of improvements.

**Section 20. Motor Vehicles.** No unlicensed motor vehicles shall be allowed within



the subdivision. No motor bikes, motor cycles, motor scooters, "go-carts", or other similar vehicles shall be permitted to be operated on the Properties, if, in the sole judgement of the Association, such operation, for reason of noise or fumes emitted, or by reason of manner of use, shall constitute a nuisance or jeopardize the safety of the Owners, their tenants and their families.

**Section 21. Storage and Repair of Automobiles, Boats, Trailers and other Vehicles.**

No motor vehicles shall be parked or stored on any part of any Lot, easement, right-of-way, or any other area unless such vehicle is concealed from public view inside a garage or other approved enclosure, except passenger automobiles, passenger vans or pickup trucks that: are in operating condition; have current license plates and inspection sticker; are in daily use as motor vehicles on the streets and highways of the State of Texas; and which do not exceed six (6) feet, six (6) inches in height or seven (7) feet, seven (7) inches in width or twenty-one (21) feet in length, may be parked in the driveway on such lot. No non-motorized vehicle, trailer, boat, marine craft, hover craft, aircraft, machinery or equipment of any kind may be parked or stored on any part of any Lot, easement, right-of-way, or any other area unless such object is concealed from public view inside the garage or other approved enclosure. The term "approved enclosure" shall mean an enclosure that has been previously approved by the Committee. Owners, visitors and guests are encouraged not to park vehicles in the streets of the subdivision.

No repair work, dismantling or assembling of motor vehicles or other machinery or equipment shall be done or permitted on any street, driveway, or any portion of the Properties. If a complaint is received about a violation of any part of this section, the Association will be the final authority on the matter. This restriction shall not apply to any vehicle, machinery, or maintenance temporarily parked and in use for the construction, repair or maintenance of the subdivision facilities or of a house or of any other structure. No Owner of any Lot or visitor or guest of any Owner, occupant or resident shall be permitted to perform work on automobiles or other vehicles in driveways or streets other than work of a temporary nature.

**Section 22. Antennas and Satellite Dishes.** No electronic antenna or device for receiving or transmitting any signal or any type other than an antenna for receiving normal marine signals from a water craft located on Lake Conroe shall be erected, constructed, placed or permitted to remain on any Lot, house, garage or other buildings unless otherwise approved by the Committee. All marine radio antennas must be attached to the main residential structure. Only one antenna per Lot shall be permitted. In all cases, no antenna shall be erected as a free standing or guide structure. No antenna of any style shall be permitted on the Lot which extends more than ten (10) feet above the roof of the main residential structure on said Lot. The Committee's decision shall be final.

Unless approved by the Committee, no satellite dish may be maintained or any portion of any Lot outside the building lines of said Lot or forward of the front of the improvements thereon. A satellite dish may not exceed ten feet in diameter and must be mounted as close to the ground as practical. However, in no event may the top of the satellite dish be higher than six feet from the grade level of the ground. All dishes shall be of one solid color of black or earth tones of brown, grey, or tan. The expanded metal type dish is recommended. No multicolored dishes shall be permitted. No advertising or the printing of names of any type shall be permitted. No more than one satellite dish shall be permitted on each Lot. No transmitting device of any type which would cause electrical or electronic interference in the neighborhood shall be permitted. Architectural approval is required prior to the installation of any satellite dish. The Association reserves the right to seek the removal of any device that was installed without first obtaining approval or any dish that violates these restrictions.

**Section 23. Solar Panels.** All solar panels installed shall be framed in such a manner so the structure members are not visible. The framing material shall be one that is in harmony with the rest of the structure. Architectural approval is required prior to the installation of any solar panels. The Association reserves the right to seek the removal of any solar panel that was

installed without first obtaining approval or any solar panel that violates these restrictions.

**Section 24. Pets.** No horses, cows, hogs, poultry, or livestock of any kind other than household pets of reasonable kind and number may be kept on any Lot. Should such pets become a nuisance in the opinion of the Association, they must be removed from the premises and the Properties. No pets are to run at large and shall be either kept in a fenced yard or on a leash when walking with the owner.

**Section 25. Drainage.** Each Owner of a Lot agrees that he will not in any way interfere with the established drainage pattern over his Lot from adjoining Lots or other Lots in the Properties. Any changes necessary in the established drainage pattern must be included on the Owners plans and specifications when submitted to the Committee. Such drainage plans shall be subject to the Committee's approval. Each Owner agrees that he will take all necessary steps to provide for additional drainage of his Lot in the event it becomes necessary. Established drainage shall be defined as drainage that exists at the time the Declarant completes drainage.

In the event of construction on any Lot, the Owner must provide a drainage plan to the Committee for approval. No pockets or low areas may be left on the Lot where water will stand following a rain or during normal yard watering. With the approval of the Committee, an Owner may establish an alternate drainage plan for low areas by installing underground pipe and area inlets or other such methods as approved by the Committee.

**Section 26. Concrete Curb/Driveway Maintenance.** The Owner or occupant shall at all times keep his entrance lip, driveway curbs, curb ties, and curbs along the street adjacent to his property in a good state of repair and attractive in appearance. In the event of any default by the Owner or other occupant of a Lot in observing the above requirements, which default is continuing after thirty (30) days' written notice thereof to the Owner or occupant as applicable the Association or their designated agents may at their option, without liability to the Owner or occupant in trespass or otherwise enter upon said Lot and make such repairs as deemed necessary by the Declarant or The Association to ensure compliance with this declaration, so as to place such driveway entrance items and street curb in a good state of repair and attractive appearance and may charge the Owner or occupant of such Lot for the cost of such work. Such charge, together with interest thereon at the highest rate permitted by applicable laws from the date due until paid and all costs of collection, including reasonable attorney's fees, shall be secured by a Vendor's Lien for the benefit of the Declarant or the Association, whichever the case may be, which is hereby retained against each Lot in Longmire on Lake Conroe, which lien shall only be extinguished by payment of such sum. Said lien shall be deemed subordinate to the lien or liens of any bank, insurance company or other institutional lender, which hereinafter lends money for the construction (including improvements) and/or permanent financing of improvements on such property, provided, however, that said lien shall not be extinguished by any foreclosure sale or other extinguishment of a senior lien but shall remain in force and effect until paid or released by The Association through appropriate proceedings at law.

Concrete curbs that are chipped, cracked or broken during the construction of the residence are to be repaired or replaced by the Building/Owner or Owner of the dwelling on each Lot prior to occupancy of the dwelling on said Lot. Chipped curbs may be repaired with an "epoxy grout" mixture. Where several shipped curbs appear in the same area, the entire section of curb (i.e. driveway to driveway) must be overlaid with the "epoxy grout" mixture. Cracked or broken curbs shall be saw cut on both sides of the crack or break, the cracked or broken area removed, reformed and poured "using five sack concrete mix" to match existing curb.

**Section 27. Driveways.** Driveways may be built of brick, stone, concrete, asphalt or other materials approved by the Committee. All concrete driveways shall be constructed with quality grade concrete, four and one-half (4 1/2) sack cement per cubic yard and be reinforced with a minimum of #6, 6" X 6" welded wire mesh, or one and one-half (1 1/2) Type "D" modified asphalt with a six (6) inch compacted limestone (or approved equal) base material.

Driveways width shall be a minimum of nine (9) feet. If more than one driveway is constructed on a common Property, such driveways shall be separated by a minimum distance of at least twenty (20) feet. Driveways shall be constructed so as to prevent normal street flooding from entering upon the adjoining Property accessed by the driveway. The Committee shall have the right to approve the location of the driveway on the Lot.

Driveways connecting into subdivision streets shall be saw cut when constructing the concrete driveway. An expansion joint shall be installed at each saw cut and at the property line. Any repairs to the curb made necessary because of the driveway shall be made during construction.

**Section 28. Walkways/Sidewalks.** No walkways or sidewalks shall be constructed across the front of any Lot nor across the side of any corner lot. Walkways may be constructed from the street adjacent to the front of the Lot to the front entrance of the residence constructed on the Lot.

**Section 29. Swimming Pools.** No swimming pool may be constructed on any Lot without the prior written consent of the Committee. Two sets of plans and specifications for the proposed pool shall be submitted to the Committee including a plot plat showing the location and dimensions of the pool and related improvements together with the plumbing and excavation disposal plan. All swimming pools on Waterfront Lots shall be located no nearer to the waters of Lake Conroe than the setback line shown the Subdivision Plat. Swimming pool drains shall be piped into the Lake, storm sewer or the street in front of the Lot. In no case shall the street curb be broken or cut to facilitate a pool drain without the prior written approval of the Committee. Excavation required for swimming pools shall be hauled from the site to a place outside of Longmire on Lake Conroe.

**Section 30. Docks and Boat Slips.** No dock, boat slip or other structure may be installed or constructed without approval of the Committee. Such structure must conform to the Committee's predetermined plan. No "homemade" type dock, boat slip, boat cover or bulkheading will be allowed. Request to construct any such structure shall be in writing to the Committee and must be accompanied with complete plans and specifications. The Committee shall act upon such request as with other structures. No Boathouse/Stalls are to be constructed till construction of a home has started.

Ownership of any dock, boat slip, boat cover or bulkheading installed on a Lot (including but not limited to the bulkheading installed by the Declarant) shall pass with title to the Lot, and it shall be the owners responsibility to maintain such dock, boat slip, boat cover and bulkheading thereafter. In the event of default on the part of the Owner or occupant of any Lot in maintaining said items and such failure continuing after ten (10) days written notice thereof, the Association, at its option, without liability to the Owner or occupant in trespass or otherwise, may, in its discretion, enter upon said Lot and cause said items to be repaired or maintained or do any other thing necessary to secure compliance with these Restrictions so as to place said item in a satisfactory condition and may charge the Owner or occupant of such Lot for the cost of such work. The Owner or occupant, as the case may be, agrees by the purchase or occupancy of the property to pay such statement immediately upon receipt thereof and all such payments by the Association shall, likewise, be secured by a Vendor's Lien for the benefit of the Association in the same manner as the maintenance charges payable in accordance with Article VIII herein.

In addition to being approved by the Committee, all plans for all docks and boat slips must be approved in writing by the San Jacinto River Authority and any other governmental agencies having jurisdiction.

**ARTICLE V**  
**Special Restrictions for Waterfront Lots**

**Section 1.** No pier or other structure except a bulkhead with an attached dock shall be permitted which projects beyond the Lot line or into the water. A boatslip may be constructed at an indentation into a Lot or a bulkhead may be constructed at the water's edge with a dock, provided that the plans and specifications for such boatslip or bulkhead and dock have been approved by the Committee, and that the requirements of the San Jacinto River Authority have been met and a permit for such construction has been issued by the SJRA.

**Section 2.** No improvements may be constructed between the waters of Lake Conroe and the setback line shown on the Subdivision Plat, except that with written approval of the Committee a bulkhead or boatslip may be constructed at an indentation in a Lot. All plans for buildings and improvements on Waterfront Lots must also satisfy the requirements of and be approved in writing in the form of a permit by the San Jacinto River Authority and no such building or improvement shall be erected or permitted on any such Lot unless same strictly complies with the plans and specifications which have been approved by the Committee.

Any cover on a boatstall shall be a low profile canopy/cover. Both the boatstall and cover shall be earth tone in color.

All boathouses shall be built with a flat roof with approved railings or shall have a roof with a pitch of a ratio of no more than one to four and the roofing material used on the boathouse shall be identical to the roofing material of the residence. No boathouse shall contain more than twenty-four (24) square feet of enclosed storage area, and all boathouses shall be open in appearance. Each Lot shall be permitted only one boathouse, and no more than two boatstalls may be located under roof of the boathouse. All boathouses shall be earth tone in color.

**ARTICLE VI**  
**Architectural Control Committee**

**Section 1. Approval of Improvement Plan.** No improvement shall be erected, placed or altered on any Lot until the construction plans and specifications and a plot plan showing the location of the improvement have been approved in writing by Longmire on Lake Conroe Architectural Control Committee. A copy of the construction plans and specifications and a plot plan, together with such other information as may be deemed pertinent, shall be submitted to the Committee or its designated representative prior to commencement of construction. Failure on the part of the Committee to act within sixty (60) days following date of submission of the required plan and specification shall constitute approval. The Committee may charge a reasonable fee to cover the administrative expense of its review and comment, such fee to be payable to Longmire on Lake Conroe Architectural Control Committee. A form survey prepared by a registered surveyor in the State of Texas shall be submitted to the Committee prior to pouring the foundation of any building or other Improvement that is to be erected, placed or altered on any Lot.

**Section 2. Committee Membership.** The Declarant, in its sole discretion, shall appoint the members of the Committee which will consist of three (3) members, none of whom shall be required to be residents of Longmire on Lake Conroe. The Committee shall and will act independently of Longmire on Lake Conroe Property Owner's Association.

**Section 3. Replacement.** In the event of death or resignation of any member or members of said Committee, the Declarant shall appoint its successor member or members, and until such successor member or members shall have been so appointed, the remaining member or members shall have full authority to approve or disapprove plans, specifications and plot plans submitted or to designate a representative with like authority. In the event the Declarant fails to appoint successor members, the Association shall make such appointments.

**Section 4. Minimum Construction Standards.** The Committee may from time to time promulgate an outline of minimum acceptable construction standards; provided, however, that such outline will serve as a minimum guideline and may be amended from time to time.

**Section 5. Disclaimer.** No approval of plans and specifications and no publication or designation or architectural standards shall ever be construed as representing or implying that such plans specifications will result in a properly designed structure or satisfy any legal requirements.

**Section 6. Non-Liability for Committee Action.** No member of the Committee, The Association Board of Directors, their successors or assigns, or the Declarant shall be liable for any loss, damage or injury arising out of or in any way connected with the performance of the duties of the Committee. The Committee's approval of any improvement shall not be denied and approval of the improvement from the standpoint of safety, whether structural or otherwise, or a determination of compliance with building codes or other governmental laws or regulations.

#### ARTICLE VII

##### Longmire on Lake Conroe Property Owner's Association

**Section 1. Membership.** The Declarant shall cause a Property Owner's Association to be organized and formed as a non-profit corporation under the laws of the State of Texas. The purpose of the Association in general shall be to provide for and promote the health, safety, and welfare to the members, to collect the maintenance charges, to administer the maintenance fund, to provide for the maintenance, repair, preservation, upkeep and protection of the common properties and facilities of the subdivision and such other purposes as are stated in the Articles of Incorporation and consistent with the provisions of these restrictions and all supplemental or amended restrictions.

The Property Owner's Association shall consist of all the owners of lots in Longmire on Lake Conroe including any other sections which subsequently may be developed on this tract or adjacent land. The name of the Association shall be Longmire on Lake Conroe Property Owner's Association. Each lot owner from all sections shall be a member of such Association and entitled to one (1) vote for each lot owned. The Association shall be governed by a Board of Directors, and the Declarant shall name and select the initial members of the Board of Directors. The initial Board of Directors shall serve for a term of three (3) years and thereafter until each successor is duly elected and qualified.

Such Association may adopt such By-Laws, Rules and Regulations as it deems appropriate consistent with these restrictions.

The Declarant shall be a member of the Association if it owns legal title to any lot in the subdivision which has not been conveyed to a third party by Contract of Sale or Deed.

#### ARTICLE VIII

##### Maintenance Charges

**Section 1. Longmire on Lake Conroe Use of Maintenance Fund.** Each lot shall be subject to an annual maintenance charge to be used for the purpose of maintaining all open space and common areas, maintenance of private streets, paths, parks, esplanades, street lights, storm water facilities, vacant lots, fogging, employing policemen and workmen, paying ad valorem taxes on all common areas, cost of administration of the fund and other purposes necessary or desirable in the opinion of the Administrator of such fund to maintain or improve the property of which it considered to be a general benefit to the owners or occupants of the property covered by these restrictions. Such fund may also be used for the purpose of enforcement of all covenants and restrictions of this section or subsequent sections of Longmire on Lake Conroe. The amount of the maintenance charge shall be set by the Administrator of

the fund from time to time subject to the limitations contained herein. In the event the maintenance entity shall fail or refuse to adequately maintain the privately dedicated subdivision improvements described by this Article, the City shall be authorized, but not obligated, to exercise the assessment and maintenance powers in place of the maintenance entity. The City may utilize the proceeds of the maintenance funds to reimburse funds advanced by the City for maintenance of improvements covered by this Article.

Declarant shall collect and maintain control over the maintenance fund and administer same until all of the lots in Longmire on Lake Conroe are sold by Deed or Contract or until January 1, 1998, which ever comes first, or at any earlier time if Declarant so elects. After transfer, no association, group, corporation, individual or entity other than the Association formed pursuant to these restrictions shall be authorized to collect and administer the maintenance fund.

The initial maintenance charge shall be \$240.00 per year. The maintenance charge shall be paid annually in advance by January 1 of each year. The maintenance charge will not accrue against any lot in which the legal and/or equitable title is vested in Declarant, notwithstanding that a lot may have been previously sold by a Deed or Contract and title thereto reverted back to Declarant. During the time that such fund is administered by the Declarant, the charge may be increased, but no more than once each twelve months and no increase shall be more than twenty (20) percent of the existing charge. However, after the Association assumes administration of responsibilities, the Association may adjust such rates pursuant to the rules and regulations of the Association. The annual assessment per Lot may be increased by the Association when it assumes administration of the fund in accordance with its by-laws. Interest on past due charges shall accrue at the highest rate allowable by law from date of delinquency. The payment of such maintenance fund shall be secured by a Vendor's Lien to insure payment of such maintenance charge in accordance with the provisions of law. In the event it becomes necessary to employ legal counsel to collect past due maintenance charges, such delinquent lot owners shall be responsible for reasonable attorney's fees and other reasonable attorney's fees and other reasonable costs incurred in such collection efforts including all costs of court in any legal proceeding. No owner may waive or otherwise escape liability for the maintenance charge provided for herein by non-use of the Common Area or abandonment of his lot.

The Administrator of the fund shall have the sole discretion as to how such money shall be used to comply with the provisions of this Article. During all times that Declarant is the Administrator of such funds it shall maintain the proceeds in an account separate and apart from all other accounts of Declarant and shall keep accurate records of all receipts and disbursements. In the event Declarant is compelled to advance its own funds to defray expenses of maintenance of the facilities and properties to be maintained by the fund, Declarant shall be entitled to repayment at such time as the fund is able.

**Section 2. Enforcement of Maintenance Fee Collection.** Each such assessment not paid when due shall incur a late fee of Twenty Five (\$25.00) Dollars or ten percent (10%) of the amount due, whichever is greater. Each such assessment and late fee, if not paid when due, and interest at the highest legal rate as permitted by Texas law together with costs of collection, including reasonable attorneys fees, shall be the personal obligation of the Owner against whom they were assessed and shall be secured by a lien as provided herein. To secure the payment of the maintenance fund established hereby and to be levied on individual lots, there shall be reserved in each Deed (whether specifically stated therein or not) by which the Declarant shall convey such Lots, a Vendor's Lien for the benefit of the Administrator of the fund, whether Declarant or Association. Said lien is to be enforceable through appropriate proceedings at law by such beneficiary; provided, however, that each such lien shall be secondary, subordinate, and inferior to all liens, present and future, given, granted and created by or at the instance and request of the Owner of any such Lot to secure the payment of monies advanced or to be advanced on account of the construction of improvements on any such Lot to the extent of any such maintenance fund charge accrued and unpaid prior to foreclosure of any construction lien.

**Section 3. Term of Maintenance Fees.** The above maintenance charges and assessments will remain effective for the full term (and extended term, if applicable) of the within Covenants.

**Section 4. Collection after Default by Purchase.** It is specifically stated and agreed that any Lot sold to persons or entities by the Declarant by contract for sale of land, or deed with lien and note, or other instrument and the purchaser defaults in the contract or note payments in any manner and said Lot is repossessed, foreclosed or such contract canceled by Declarant, its successors or assigns, the Association will release its right to collect the past due maintenance charges, assessments and penalties on such Lots from the Declarant. Nothing herein contained shall relieve the purchaser in default from whom the Lot was repossessed from his personal obligation to pay such delinquent charges, assessments and penalties to the Association.

#### ARTICLE IX Entry Gate

**Section 1. Location.** The entrance way to the subdivision shall have a gate installed by Declarant. This gate will be electronically operated and will control access to the subdivision. The right to determine the location of the gate shall be within the sole discretion of Declarant.

**Section 2. Control.** The Declarant, its agents, employees, customers and invitees, shall always have unimpeded access through such gate and entry way to conduct the business affairs of Declarant. The right of control of access through such entry way and gate by owners, their guests and invitees, shall be upon such terms as determined by the Property Owners Association.

**Section 3. Maintenance.** Maintenance of the gate and entry way shall be an expense to be paid from the maintenance fund.

#### ARTICLE X General Provision

**Section 1. Term.** These covenants and Restrictions shall run with the land and shall be binding upon all parties and persons claiming under them for a period of forty (40) years from the date these Covenants are recorded at which time said Covenants shall be automatically extended for successive periods of ten (10) years each.

**Section 2. Amendment.** These Covenants and Restrictions may be amended at any time after the expiration of five (5) years from the date hereof by the vote of seventy-five (75%) percent of the then owners of the Lots. Such amendment shall be incorporated in an instrument executed and acknowledged by the requisite seventy-five (75%) percent of the owners and shall become effective when such instrument is duly filed for record.

**Section 3. Enforcement.** The Association, the Architectural Control Committee or any Lot owner is authorized to prosecute proceedings at law or in equity against any person or persons violating or attempting to violate any such Covenants and to prevent him or them from doing so and/or to recover damages or other dues for such violations. The Declarant also reserves the right to enforce these restrictions.

**Section 4. Severability.** Invalidation of any one of these Covenants by judgment or further court order shall in no way affect any of the other provisions.

**Section 5. Merger and Subdivision of Lots.** Upon application in writing by an Owner or Owners of adjoining Lots, the Committee may authorize the merger or subdivision of adjoining Lots; provided, however, such merger or subdivision shall be in accordance with

these declarations, including provisions which may further regulate the merger or subdivision. No merger or subdivision of Lots shall be allowed unless approved by the Committee. Two adjoining Lots may be subdivided provided that in no event shall either of the subdivided Lots contain less than ninety (90) percent of their original Lot area. The Committee's decision shall be final. Such plats and plans as may be necessary to show the merger or subdivision of Lots shall be thereafter prepared at the expense of the requesting Owner or Owners, who shall additionally be responsible for all costs, including legal fees, associated with the merger or subdivision of such Lots. In addition, the side Lot utility easement, if any, must be abandoned or released in accordance with applicable law. The Committee may impose conditions for use of the merged or subdivided Lots as a condition precedent to granting approval of such a merger or subdivision. From and after the time a merger or subdivision of Lots is approved, such Lots shall, for all purposes, be considered Lots in accordance with their new boundaries.

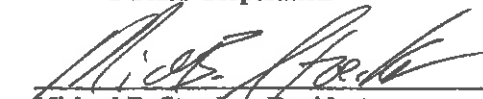
**Section 6. Corrected Plats.** Until the time a Lot or residential unit within the Properties is transferred by the Declarant to another (other than Builder/Owner, an affiliate of the Declarant, or a holder of a first mortgage on the entire Property), no Owner of any Lot or residential unit shall have any rights whatsoever to the continuation of any covenants, conditions or restrictions on such properties as contained herein or as may be imposed, expressly or impliedly, by recordation of any plat or as might otherwise be implied or expressed. In furtherance thereof, until the time a Lot or residential unit within the Properties is transferred by the Declarant as aforementioned, the Declarant may revoke or cancel any plat or other instrument which might be deemed, either expressly or impliedly, to impose any covenants, conditions or restrictions or may take whatsoever steps it deems necessary or desirable to avoid the implication of such existing.

**Section 7. Amendment By Declarant.** Declarant shall have the right to make amendments, modifications and changes to these Covenants, Conditions and Restrictions, without the joinder of any Owner or any other party, for the purpose of correcting any inconsistencies that may be found herein.

EXECUTED this 1st day of August, 1996.

**LAKE CONROE AT LONGMIRE GROUP LTD.**  
a Texas Limited Partnership

By: **MBMS, INC.,**  
a Texas Corporation

  
\_\_\_\_\_  
Michael B. Stoecker, President

STATE OF TEXAS §  
COUNTY OF MONTGOMERY §

BEFORE ME, the undersigned authority, on this day personally appeared Michael B. Stoecker, known to me to be the person and officer whose name is subscribed to the foregoing instrument, and acknowledged to me that the same was signed by him, as President of MBMS, INC., a Texas Corporation, on behalf of LAKE CONROE AT LONGMIRE GROUP, LTD., a Texas Limited Partnership, and that the same was the act of the said entities as stated, and that he executed the same as the act of such corporation for the purposes and considerations therein expressed, and in the capacity therein stated.

  
\_\_\_\_\_  
Notary Public, State of Texas





**BYLAWS OF**  
**LONGMIRE ON LAKE CONROE PROPERTY OWNER'S ASSOCIATION**  
**(Amended and Restated December 2011)**

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**OFFICERS**

- 1.01 Principal Office. The principal office of the Association shall be located at 5750 West Davis, Conroe, Texas 77304.
- 1.02 Other Offices. The corporation also may have offices at such other places within Montgomery County, Texas, as the Board of Directors may from time to time determine or the business of the Association may require.
- 1.03 Change of Location. The Board of Directors may change the location of any office of the Association.

**ARTICLE 2**  
**DEFINITIONS**

- 2.01 "*Association*" shall mean and refer to Longmire on Lake Conroe Property Owner's Association, its successors and assigns.
- 2.02 "*Subdivision*" shall mean and refer to that certain real property known as Longmire on Lake Conroe as depicted on the various maps or plats thereof, of record in Cabinet H, Sheet 120B (as to Section I), Cabinet H, Sheet 158B (as to Section II) and Cabinet I, Sheets 59-65 (as to Section III), respectively, Map Records of Montgomery County, Texas, as such maps or plats may be amended from time to time, and such additions thereto as may hereafter be brought within the jurisdiction of the Association.
- 2.03 "*Common Area*" shall mean all real property, if any, within the Subdivision, owned by the Association and/or dedicated for the common use and enjoyment of the Owners of property in the Subdivision.
- 2.04 "*Lot*" or "*Lots*" shall mean and refer to the lots, reserves and other tracts (except Common Areas) as shown on the plats of the Subdivision, any lot or tract resulting from the subdivision or re-subdivision of any lot, reserve or tract, and any other tracts brought within the jurisdiction of the Association.
- 2.05 "*Owner*" shall mean and refer to the record owner, whether one or more person or entities, of the fee simple title to any Lot which is a part of the subdivision. In the event of an executory contract for installment sale or contract for deed covering any Lot, the "Owner" shall be the purchase named in the contract. "Owner" does not include those persons or entities having an interest merely as security for the performance of an obligation or those having an interest merely as security for the performance of an obligation or those having an interest in the mineral estate only.

- 2.06 “*Declarant*” shall mean and refer to Lake Conroe at Longmire Group Ltd., dba Longmire on Lake Conroe, its successors and assigns, if such successors or assigns should acquire the undeveloped Lots from the Declarant for the purposes of development.
- 2.07 “*Restrictions*” shall mean and refer to the various Declarations of Covenants, Conditions, and Restrictions of Longmire on Lake Conroe applicable to the Subdivision as filed under Clerk’s File Nos. 9514164, 9603593 and 9647466, respectively, in the Official Public Records of Real Property of Montgomery County, Texas, together with any amendments thereto.
- 2.08 “*Member*” shall mean and refer to those persons entitled to membership in the Association.

### ARTICLE 3 QUALIFICATIONS FOR MEMBERSHIP

- 3.01 **Membership.** The membership of the Association shall consist of all the Owners of the Lots within the Subdivision or brought within the scheme of the Restrictions for the Subdivision pursuant to the provisions and authority of said Restrictions, including contract purchasers. The foregoing is not intended to include persons or entities who hold an interest merely as security for the performance of an obligation. Membership shall be appurtenant to and may not be separated from ownership of any Lot.
- 3.02 **Proof of Membership.** The rights of membership shall not be exercised by any person until satisfactorily proof has been furnished to the Secretary of the Association that the person is qualified as a Member. Such proof may consist of a copy of a duly executed and acknowledges deed, contract for deed or title insurance policy evidencing ownership of a Lot or Lots in the Subdivision. Such deed, contract for deed or policy shall be deemed conclusive in the absence of a conflicting claim based on a later deed, contract or policy.
- 3.03 **No Additional Qualification.** The sole qualification for membership shall be ownership of a Lot or Lots in the Subdivision. No initiation fee, costs, or dues shall be assessed against any person as a condition of membership except such assessments, levies, and charges as are specifically authorized under the Restrictions.
- 3.04 **Certificates of Membership.** The Board of Directors may provide for the issuance of certificates evidencing membership in the Association which shall be in such form as may be determined by the Board. All certificates evidencing membership shall be consecutively numbered. The name and address of each Member and the date of issuance of the certificate shall be entered on the records of the Association and maintained by the Secretary at the registered office of the Association.

**ARTICLE 4**  
**VOTING RIGHTS**

4.01 **Voting.** Voting shall be a one vote per Lot basis. The Owner or Owners of each Lot are entitled to one vote for each Lot or Lots is in the name of two or more persons, all co-owners shall be Members and may attend any meeting of the Association but the voting rights appurtenant to each such Lot may not be divided and fractional votes shall not be allowed. Any one of said co-owners may exercise the vote appurtenant to each such Lots so owned at any meeting of the Members and such vote shall be binding and conclusive on all of the other co-owners of said Lot who are not present; provided, if one of the non-attending co-owners has given the Association notice of objection to the attending co-owner's vote, no vote shall be cast for such lot except upon notice of unanimous consent by all such co-owners being given to the Association. In the event more than one vote is cast for a single Lot by an Owner, none of the cotes so cast shall be counted and all of such votes shall be deemed void.

4.02 **Methods of Voting.** The voting rights of a Member may be cast or given in person or by proxy at a meeting of the Association, by absentee or mailed ballot or by electronic ballot by electronic mail or facsimile.

Absentee ballots may not be counted, even if properly delivered, if the Member attends any meeting to vote in person so that any vote cast at a meeting by the Member supersedes any vote submitted by absentee or electronic ballot previously submitted for that proposal. Absentee or electronic ballots may not be counted on the final vote of a proposal if the motion was amended at a meeting of the Members to be different from the exact language on the absentee or electronic ballot. Any solicitation for votes by absentee ballot by the Association must include an absentee ballot that contains each proposed action and provides an opportunity to vote for or against the proposed action, instructions for delivery of the completed absentee ballot, including the delivery location, all of which are required by Section 209.00592 of the TEXAS PROPERTY CODE.

4.03 **Signed Ballots.** Any vote cast must be in writing and signed by the Member as required by Section 209.0058 of the TEXAS PROPERTY CODE. Electronic votes constitute written and signed ballots.

4.04 **Proxies.** All proxies shall be in writing and filed with the Secretary of the Association. Every proxy shall be revocable and shall automatically cease on conveyance by the Member of his Lot, or on receipt of notice by the Secretary of the death or judicially declared incompetence of such Member. No proxy shall be valid after eleven (11) months from the date of its execution, unless otherwise specifically provided in the proxy.

- 4.05 **Quorum.** The presence, either in person or by proxy, at any meeting, of Members entitled to cast at least fifteen percent (15%) of the total votes of the Association shall constitute a quorum for any action. Absentee, electronic and faxed ballots shall count for purposes of establishing a quorum. In the absence of a quorum at a meeting of Members, the meeting may be adjourned and immediately reconvened for the sole purpose of conducting Director elections. The quorum required for election of Directors at the reconvened meeting shall be the number of votes cast in person, by proxy, by absentee ballot, or electronic ballot. For any purpose other than the election of Directors, in the absence of a quorum at a meeting of Members, a majority of those Members present in person or by proxy may adjourn the meeting to a time not less than five (5) days nor more than forty-five (45) days from the meeting date.
- 4.06 **Required Vote.** The vote of the majority of the votes entitled to be cast by the Members present or represented by proxy, and by those voting by absentee or mailed ballot or by electronic or faxed ballot, at a meeting at which a quorum is present shall be the act of the meeting of the Members, unless the vote of a greater number is required by statute, the Articles of Incorporation or these Bylaws.
- 4.07 **Cumulative Voting.** Cumulative voting shall not be permitted.
- 4.08 **Election Vote Tabulators.** A person who is a candidate in an Association election or who is otherwise the subject of an Association vote, or a person related to that person within the third degree of consanguinity or affinity, as determined under Chapter 573 of the TEXAS GOVERNMENT CODE, may not tabulate or otherwise be given access to the ballots cast in the election or vote.
- 4.09 **Recount Procedures.** An Owner may, not later than the fifteenth (15<sup>th</sup>) day after the date of a meeting at which an election was held, require a recount of votes in accordance with Section 209.0057 of the TEXAS PROPERTY CODE.

## ARTICLE 5 MEETINGS OF MEMBERS

- 5.01 **Annual Meetings.** The annual meeting of the Members of the Association shall be held any day and time in the month of January or as soon as practicable thereafter.
- 5.02 **Special Meetings.** Special Meetings of the Members may be called by the President, the Board of Directors, or by Members representing at least ten percent (10%) of the total votes entitled to be cast by the Members.
- 5.03 **Place.** Meetings of the Members shall be held within the Subdivision or at a convenient meeting place as close thereto as possible as the Board may specify in writing.



- 5.04 **Notice of Meetings.** Written notice of all members' meetings shall be given by or at the direction of the Secretary of the Association (or other persons authorized to call the meeting) by mailing or personally delivering a copy of such notice at least ten (10) but not more than fifty (50) days before such meeting to each Member entitled to vote at such meeting, addressed to the member's address last appearing on the books of the Association for the purposes of notice. Such notice shall specify the place, day and hour of the meeting and, in the case of a special meeting, the nature of the business to be undertaken, if mailed, such notice shall be deemed to be delivered when deposited in the United States mail addressed to the Member at the address last appearing on the books of the Association with postage thereon paid.
- 5.05. **Order of Business at Meetings.** The order of business at all meetings of the Members shall be as follows:
1. Roll call;
  2. Proof of notice of meeting or waiver of notice;
  3. Reading of Minutes of preceding meeting;
  4. Reports of officers;
  5. Reports of committees;
  6. Election of directors;
  7. Unfinished business; and
  8. New business.
- 5.06 **Action Without Meeting.** Any action required by law to be taken at a meeting of the Members, or any action which may be taken at a meeting of the Members, or any action which may be taken at a meeting of the Members, may be taken without a meeting if a consent in writing, setting forth the action so taken, shall be signed by all of the Members and filed with the Secretary of the Association.

## ARTICLE 6 BOARD OF DIRECTORS

- 6.01 **Number.** The affairs of the Association shall be managed by the Board of Directors consisting of no less than three (3) nor more than seven (7) persons. Except for the initial Directors named in the Articles of Incorporation, all Directors must be members of the Association. The number of Directors comprising the Board of Directors may be increased or decreased within three limits by resolution of the Board. No decrease in the number of Directors shall have the effect of shortening the term of any incumbent Director.
- 6.02 **Term.** The Directors set forth in the Articles of Incorporation shall hold office until the annual election of Directors to be held at the 1998 annual meeting of the members of the Association. Thereafter, each Director shall serve a one (1) year term, or until a successor is elected and qualified.

6.03 **Removal.** Except for the initial Directors, who shall serve until the 1998 annual meeting of members, or until their successors are elected and qualified, Directors may be removed from office with or without cause by a majority vote of the Members of the Association.

6.04 **Vacancies.** In the event of a vacancy on the Board caused by the death, disability, resignation, or removal of a Director, the remaining Directors shall, by majority vote, elect a successor who shall serve for the unexpired term of his predecessor in office.

Any directorship to be filled by reason of an increase in the number of directors shall be filled by election at an annual meeting or at a special meeting of Members called for that purpose.

6.05 **Director Appointments.** Any Board member whose term has expired must be elected by the owners who are members of the Association. A Board member may be appointed by the Board only to fill a vacancy caused by a resignation, death, disability, or removal of a Director, as provided in these bylaws. A Board member appointed to fill a vacant position shall serve the unexpired term of the predecessor Board member.

6.06 **Compensation.** No Director shall receive compensation for any service he may render to the Association. A Director may, however, be reimbursed by the Board for actual expenses incurred by him in the performance of his duties.

6.07 **Powers and Duties.** The Board shall have the powers and duties, and shall be subject to limitations on such powers and duties, as enumerated in these Bylaws or in the Restrictions or as set forth in the Articles of Incorporation of the Association. In addition, the Board of Directors shall have the following powers and duties:

1. cause to be kept a complete record of all its acts and corporate affairs and to present a statement thereof to the members at the annual meeting of the Members;
2. supervise all officers, agents and employees of this Association, and see that their duties are properly performed;
3. as more fully provided in the Restrictions to:
  - a. adjust the amount of the annual maintenance fund assessment against each lot;
  - b. send written notice of each assessment to every Owner subject thereto; and
  - c. foreclose the lien against any property for which assessments are not timely paid and/or bring an action at law against each Owner personally obligated to pay the same;

4. issue, or to cause an appropriate office to issue, upon demand by any person, a certificate setting forth whether or not any assessment has been paid. A reasonable charge may be made by the Board for the issuance of these certificates. If a certificate states an assessment has been paid, such certificate shall be conclusive evidence of such payment.
5. procure and maintain, if possible, adequate liability and hazard insurance on property owned by the Association;
6. cause all officers or employees having fiscal responsibilities to be bonded, as it may deem appropriate;
7. cause the private roads and streets in the Subdivision to be maintained;
8. cause the Common Area to be maintained;
9. cause the Restrictions of the Subdivision to be enforced and administered;
10. cause the architectural control of the Subdivision as *set forth* in the Restrictions;
11. employ such accountants, attorneys, contractors or other persons or entities as the Board deems necessary to manage and administer the *affairs of* the Association;
12. manage the affairs of the Association; and
13. perform all acts and do all things provided for or contemplated to be done by the Association in the Restrictions.

Directors shall exercise ordinary business judgment in managing the affairs of the Association. Directors shall act as fiduciaries with respect to the interests of the Members. In acting in their official capacity as directors of this Association, directors shall act in good faith and take actions they reasonably believe to be in the best interest of the Association and that are not unlawful. In all instances, the directors shall not take any action that they should reasonably believe would be contrary to the Association's best interests or would be unlawful. A director shall not be liable if, in the exercise of ordinary care, the director acts in good faith relying on written financial and legal statements provided by an accountant or attorney retained by the Association.

- 6.08 **Actions of Board of Directors.** The Board of Directors shall try to act by consensus. However, the vote of a majority of directors present and voting at a meeting at which a quorum is present shall be sufficient to constitute the act of the Board of Directors unless the act of a greater number is required by law of these Bylaws. A director who is present at a meeting and abstains from a vote is considered to be present and voting for the purpose of

determining the decision of the Board of Directors. For the purpose of determining the decision of the Board of Directors, a director who is represented by proxy in a vote is considered present.

## ARTICLE 7 NOMINATION OF DIRECTORS

- 7.01 **Nomination and Election of Directors.** Nomination for election to the Board of Directors shall be made by a Nominating Committee as herein set forth.
- 7.02 **Nominating Committee.** Beginning in 1998, at a regular meeting of the Board of Directors held no later than August of each year there shall be appointed by the Board a committee of three (3) regular Members of the Association, none of whom shall be a member of said Board, as a Nominating Committee. Such Committee shall be charged with the duty of nominating candidates for members of the Board of Directors to be elected at the next annual meeting. No more than two (2) members of the Nominating Committee can have served in prior two (2) years. No member can serve three (3) years consecutively. No member of the Nominating Committee may be nominated for the position of Board Member while serving on the Nominating Committee. The Board of Directors at said meeting shall fix the time and place of the meeting of such Nominating Committee, but the date fixed for such meeting shall not be less than fifty (50) days prior to the date of the annual election. The Secretary shall immediately notify in writing each of the members of such Nominating Committee of his selection and of the time and place of the meeting of the Committee. The Nominating Committee shall meet at the time and place designated. A majority of the Nominating Committee shall govern the action and determination of the Committee. Each nominee must not be in default of any fees due the Association.
- 7.03 **Nomination of Candidates and Posting of Names.** No member shall be nominated who has served more than three consecutive terms next preceding. Other candidates may be nominated to fill said places, or any of them, by petition signed by at least ten percent (10%) of the Members entitled to vote, provided such petition shall be received by the Secretary at least twenty-five (25) days before the annual election. Upon receiving such petition, the Secretary shall forthwith cause the same to be added to the list of nominees to the Board of Directors. The names of all candidates nominated by the Committee or by petition, if any, shall be printed on the official ballot used at such election and none of such names may be withdrawn after the said names have been published on the bulletin board in the manner above stated. All names shall be arranged alphabetically on the ballot. At least fifteen (15) days prior to the annual election, the Secretary shall mail a copy of such official ballot to each Member.
- 7.04 **Election.** Directors are elected at the annual meeting of Members of the Association. Members, or their proxies, and those voting by absentee or mailed ballot or by electronic or faxed ballot, may cast, in respect to each directorship to be filled, as many votes as they are

entitled to exercise under the provisions of the Restrictions. The nominees receiving the highest number of votes shall be elected. No member may cumulate votes.

## ARTICLE 8 MEETINGS OF DIRECTORS

- 8.01 **Regular Meetings.** Regular meetings of the Board of Directors shall be held no less often than quarterly at such place and at such time as may be fixed from time to time by resolution of the Board. The first regular meeting of each new Board shall be held within fifteen (15) days after the annual meeting of Members. Notice of the time and place of such meetings shall be mailed or delivered to each member of the Board of Directors not less than five (5) nor more than twenty (20) days before the date of the meeting.
- 8.02 **Special Meetings.** Special meetings of the Board of Directors shall be held when called by written notice signed by the President and Secretary of the Board of Directors or by any two (2) Directors. The notice shall specify the time and place of the meeting and the nature of any special business to be considered. Notice of any special meeting must be given to each Director not less than five (5) days (except in the case of emergencies), or more than twenty (20) days prior to the date fixed for such meeting by written notice delivered personally or sent by mail or telegram to each Director at his address as shown in the records of the Association.
- 8.03 **Meeting Notice to Members.** Members shall be given notice of the date, hour, place, and general subject of a regular or special meeting of the Board, including a general description of any matter to be brought up for deliberation in executive session. The notice shall be (a) mailed to each member not later than the tenth (10<sup>th</sup>) day or earlier than the sixtieth (60<sup>th</sup>) day before the date of the meeting; or (b) provided at least seventy-two (72) hours before the start of the meeting by (i) posting the notice in a conspicuous manner reasonably designed to provide notice to the members in a place located on the Association's common property, or on conspicuously located private property within the subdivision, or by posting the notice on an Internet website maintained by the Association, or (ii) by sending the notice by e-mail to each owner who has registered an e-mail address with the Association.
- 8.04 **Meetings Without Notice.** The Board, by any method of communication, including electronic and telephonic meetings, may meet without prior notice to Members, if each director may hear and be heard by every other director, or the Board may take action by unanimous written consent to consider routine and administrative matters or a reasonably unforeseen emergency or urgent necessity that requires immediate Board attention. The action taken without notice to the Members must be summarized orally, including an explanation of any known actual or estimated expenditures approved at the meeting, and documented in the minutes at the next regular or special meeting of the Board. Notwithstanding the authority to meet without notice to the Members, the Board may not, without prior notice to the Members, consider or vote on fines; damage assessments;

initiation of foreclosure actions; initiation of enforcement actions, excluding temporary restraining orders or violations involving a threat to health or safety; increases in assessments; levying of special assessments; appeals from a denial of architectural control approval; or the suspension of a right of a particular Member before the Member has an opportunity to attend a Board meeting to present the Member's position, including any defense on the issue.

- 8.05 **Quorum.** A Quorum for the transaction of business by the Board of Directors shall be a majority of the number of Directors constituting the Board of Directors as fixed by these Bylaws.
- 8.06 **Voting Requirement.** The act of the majority of Directors present at a meeting at which a quorum is present shall be the act of the Board of Directors unless any provision of the Articles of Incorporation or these Bylaws requires the vote of a greater number.
- 8.07 **Open Board Meetings.** Regular and special Board meetings shall be open to Members, subject to the right of the Board to adjourn a meeting and reconvene in closed executive session to consider actions involving personnel, pending or threatened litigation, contract negotiations, enforcement actions, confidential communications with the property Association's attorney, matters involving the invasion of privacy of individual owners, or matters that are to remain confidential by request of the affected parties and agreement of the Board. Following any executive session, any decision made in the executive session shall be summarized orally and placed in the minutes, in general terms, without breaching the privacy of individual owners, violating any privilege, or disclosing information that was to remain confidential at the request of the affected parties. The oral summary shall include a general explanation of any expenditures approved in executive session.

## ARTICLE 9 COMMITTEES

- 9.01 **Appointed by Board of Directors.** The Board of Directors shall appoint such committees as are required by the Restrictions. The Board may from time to time establish and appoint to such other committees as it shall deem necessary and advisable to assist the Board in the general operation and management of the Association. The Chairman and all Members of each such committee must be a member of the Association.
- 9.02 **Authority of Committees.** The Board of Directors may grant to any committee thus established by the Board such authority and power consistent with these Bylaws as the Board shall deem required to carry out the intended purposes and functions of such committee.
- 9.03 **Discharge of Committees and Committeemen.** The Board of Directors may discharge any committee established by the Board and may remove and replace any committeemen appointed to any committee.

**ARTICLE 10**  
**OFFICERS**

- 10.01 **Enumeration of Officers.** The Officers of this Association (who shall at all times be members of the Board of Directors) shall be a President, a Vice President and a Secretary and Treasurer. The Board of Directors may, by resolution, create such other offices as it deems necessary or desirable.
- 10.02 **Term.** The Officers of this Association shall be elected annually by the Board of Directors and each shall hold office for a term of one year, unless such officer shall sooner resign, be removed, or be otherwise disqualified to serve.
- 10.03 **Resignation and Removal.** Any Officer may resign at any time by giving written notice to the Board, the President or the Secretary. Such resignation shall take effect at the date of receipt of such notice or at any later time specified therein. Any officer may be removed from office by the Board whenever, in the Board's judgment, the best interests of the Association would be served by such removal.
- 10.04 **Multiple Offices.** Any two or more offices may be held by the same person, except the offices of President and Secretary,
- 10.05 **Compensation.** Officers shall not receive compensation for services rendered to the Association.

**ARTICLE 11**  
**PRESIDENT**

- 11.01 **Election.** At the first meeting of the Board immediately following the annual meeting of the Members, the Board shall elect one of its members to act as President.
- 11.02 **Duties.** The President shall:
1. Preside over all meetings of the Members and of the Board;
  2. Sign as President all deeds, contracts, and other instruments in writing which have been first approved by the Board, unless the Board, by duly adopted resolution, has authorized the signature of a lesser officer;
  3. Call meetings of the Board whenever he deems it necessary in accordance with rules and on notice agreed to by the Board. The notice period shall, with the exception of emergencies, in no event be less than five (5) days; and

4. Have, subject to the advice of the Board, general supervision, direction and control of the affairs of the Association and discharge such other duties as may be required of him by the Board.

**ARTICLE 12  
VICE PRESIDENT**

12.01 **Election.** At the first meeting of the Board immediately following the annual meetings of the Members, the Board than elect one of its members to act as Vice President.

12.02 **Duties.** The Vice President shall:

1. Act in the place and in the stead of the President in the event of his absence, inability, or refusal to act; and
2. Exercise and discharge such other duties as may be required of him by the Board. In connection with any such additional duties, the Vice President shall be responsible to the President.

**ARTICLE 13  
SECRETARY**

13.01 **Election.** At the first meeting of the Board immediately following the annual meeting of the Members, the Board shall elect a Secretary. The Secretary need not be a member of the Board.

13.02 **Duties.** The Secretary shall:

1. Keep a record of all meetings and proceedings of the Board and of the Members;
2. Keep the seal of the Association, if any, and affix it on all papers requiring said seal;
3. Serve such notices of meetings of the Board and the Members required either by law or by these Bylaws;
4. Keep appropriate current records showing the members of this Association together with their addresses; and
5. Sign as Secretary all deeds, contracts, and other instruments in writing which have been first approved by the Board if said instruments require a second Association signature, unless the Board has authorized another officer to sign in the place and stead of the Secretary by duly adopted resolution.



**ARTICLE 14  
TREASURER**

14.01 **Election**. At the first meeting of the Board immediately following the annual meeting of the Members, the Board shall elect a Treasurer. The Treasurer need not be a member of the Board.

14.02 **Duties**. The Treasurer shall:

1. Receive and deposit in such bank or banks as the Board may from time to time direct, all of the funds of the Association;
2. Be responsible for, and supervise the maintenance of, books and records to account for such funds and other Association assets;
3. Disburse and withdraw said funds as the Board may from time to time direct, and in accordance with prescribed procedures; and
4. Prepare and distribute the financial statements for the Association required by Restrictions.

**ARTICLE 15  
BOOKS AND RECORDS**

15.01 **Maintenance**. Complete and correct records of account and minutes of proceedings of meetings of Members, Directors, and committees shall be kept at the registered office of the Association. A record containing the names and addresses of all Members entitled to vote shall be kept at the registered office or principal place of business of the Association.

15.02 **Inspection**. The Restrictions of the Subdivision, the Articles of Corporation and the Bylaws of the Association, the membership register, the books of account, and the minutes of proceedings, shall be available for inspection and copying by any Member of the Association or any Director for any proper purpose at any reasonable time.

**ARTICLE 16  
AMENDMENTS**

16.01 **Amendments**. The Board of Directors of this Association is expressly authorized to alter, amend, or repeal the Bylaws or to adopt new Bylaws of this Association, without any action on the part of the Members; but the Bylaws made by the Directors and the powers so conferred may be altered or repealed by the Members.


**ARTICLE 17  
CONFLICTS**

17.01 **Restrictions Govern**. In the event of a conflict between the provisions of these Bylaws and the Restrictions, the terms and provisions of the Restrictions shall prevail.

**ATTESTATION**

Adopted by the Board of Directors on this 29 day of December, 2011.

**LONGMIRE ON LAKE CONROE OWNER'S  
ASSOCIATION**

By:   
JIM NOSER, President

**FILED FOR RECORD**

01/10/2012 2:37PM



COUNTY CLERK  
MONTGOMERY COUNTY, TEXAS

STATE OF TEXAS  
COUNTY OF MONTGOMERY

I hereby certify this instrument was filed in file number  
sequence on the date and at the time stamped herein  
by me and was duly RECORDED in the Official Public  
Records of Montgomery County, Texas.

01/10/2012



County Clerk  
Montgomery County, Texas