

LONE STAR ESTATES SUBDIVISION

DECLARATION OF COVENANTS, CONDITIONS AND RESTRICTIONS

NOTICE

THE CITY OF MONTGOMERY, IN APPROVING THE PLAT FOR LONE STAR ESTATES, DOES NOT ACCEPT THE ROADS INTO THE CITY ROAD MAINTENANCE SYSTEM. MAINTENANCE FOR THESE PRIVATE ROADS IS TO BE PROVIDED BY THE PROPERTY OWNERS.

THE STATE OF TEXAS §
 § KNOW ALL PERSONS BY THESE PRESENTS:
COUNTY OF MONTGOMERY §

THIS DECLARATION OF COVENANTS, CONDITIONS AND RESTRICTIONS FOR **LONE STAR ESTATES SUBDIVISION**, of Montgomery County, Texas is made by **SRS DEVELOPERS, L.L.C.**, a Texas Corporation, **NORMAN R. STEWART and wife, JENNIFER H. STEWART, S. CLAY ROBINSON, JR., and SRCJ CORPORATION**, a Texas Corporation, (the "Declarants") for the purposes set forth as follows:

PREAMBLE AND DECLARATION

WHEREAS, the Declarants own or have interests in the real property known as **LONE STAR ESTATES SUBDIVISION**, (the "Subdivision") which consists of 60.6651 acres in the Benjamin Rigsby Survey, A-31, and the John Corner Survey, A-8, of Montgomery County, Texas, and which is described by the map or plat thereof recorded in the Real Property Records of Montgomery County, Texas, under County Clerk's File No. 99050849 and in the Map Records of Montgomery County, Texas, under Cabinet M, Sheets 74, 75 and 76 (the "Plat"); and,

WHEREAS, Declarants have created a residential community with designated Lots, private streets and Common Areas for the benefit of the present and future Owners within the Subdivision, and desire to create and carry out a uniform plan for the improvement, development and sale of the Lots; and,

WHEREAS, Declarants desire to preserve the values of the Subdivision property and to provide for the maintenance of the private streets and Common Areas, and to these ends desire further to subject the Subdivision to the covenants, restrictions, easements, charges, and liens hereinafter set forth, each and all of which is and are for the benefit of the Subdivision and the Owners thereof; and

WHEREAS, Declarants have deemed it desirable for the efficient preservation of the values of Lots in the Subdivision to subject and bind the Subdivision to the jurisdiction and assessment of LONE STAR ESTATES HOMEOWNERS ASSOCIATION with the power and duty to maintain and administer the private streets and Common Areas of the Subdivision and the power to administer and enforce the covenants and restrictions and to collect and disburse the assessments and charges hereinafter created; and

NOW, THEREFORE, Declarants declare that the Subdivision, and such phases or additions thereto as may hereinafter be made, is and shall be held, transferred, sold, conveyed, occupied, and enjoyed subject to the following covenants, restrictions, easements, charges, and liens hereinafter set forth and shall hereafter be subject to the jurisdiction and assessments of Lone Star Estates Homeowners Association:

ARTICLE I PURPOSE

LONE STAR ESTATES SUBDIVISION is encumbered by this Declaration of Covenants, Conditions and Restrictions for the following reasons: to ensure the best and highest use and most appropriate development of the property; to protect the Lot Owners against the improper use of surrounding Lots; to preserve so far as practicable the natural beauty of the property; to guard against the erection of poorly designed or proportioned structures or improper or unsuitable materials; to encourage and secure the erection of attractive improvements on each Lot with appropriate locations; to secure and maintain proper setbacks from streets and adequate free space to maintain private streets; and, in general, to provide for development of the highest quality to enhance the value of investment made by Owners of Lots.

ARTICLE II ADMINISTRATION

2.1 **LONE STAR ESTATES HOMEOWNERS ASSOCIATION.** There shall be at all times a non-profit entity of perpetual duration known as "Lone Star Estates Homeowners Association" (the "Association"), which shall serve (a) to enforce these restrictions, (b) to collect the annual maintenance fee, (c) to enforce the liens reserved to secure payment of the annual maintenance fee, (d) to contract with and employ such persons and entities, (e) to maintain all private access easements at all times at a level that will allow suitable access for all residents, emergency vehicles, police, authorized city personnel and school buses, (f) operate and maintain a gated entry, and (g) to perform such other acts that shall be necessary and proper to carry out the intent and purposes of these restrictions. The Association shall be a "Property Owner's Association" under the terms of Chapter 202, Texas Property Code, as amended. Every Owner of a Lot (an "Owner") will be a member of the Association; membership shall be appurtenant to and may not be separated from Ownership of a Lot. On Association matters, Owners shall be entitled to cast no more than one vote for each Lot owned. The Association shall adopt bylaws to regulate its business and elections. The business of the Association shall be conducted by a Board of Directors who shall be elected by the members pursuant to the Bylaws of the Association.

2.2 **ARCHITECTURAL CONTROL.** The following provisions apply to all Lots in the Subdivision:

A. **Architectural Review.** No building shall be erected, placed or altered on any Lot, parcel or tract (a "Lot") in this subdivision until the Owner of such Lot has obtained the specific written approval of the Architectural Control Committee (the "Committee") and obtained a Building Permit from the City of Montgomery, Texas, for such building or alteration, based on the final plans, specifications, or other information required by the Committee and submitted by the Owner. Only the Owner of a Lot may apply for approval of the Committee. The Committee shall review and decide on each Owner's application based on the location of the building or alteration on the Owner's Lot, the design, the exterior methods of construction, the color, texture, grade and quality of all exterior materials used in the construction or alteration, and whether or not the overall appearance of the proposed construction or alteration would be in harmony with other structures in the subdivision or with the overall plan and scheme of development of the Subdivision. All such decisions by the Committee shall be based solely on the good faith opinion of the members of the Committee. Neither the Lone Star Estates Homeowners Association, the Committee, nor any members of the Committee or of the Board of Directors of the Lone Star Estates Homeowners Association shall be held or be considered as making any form of representation, warranty or assurance to any contractor, manufacturer, or to the Owner or any other person who may intend to reside in or use such building as to the fitness, suitability, or safety of any building or alteration which may be submitted to the Committee for review. It is understood that the members of the Committee shall be volunteers who shall not be held to any higher standard of knowledge, experience, training, or expertise than any other Owner in the subdivision.

If the Committee fails to approve or disapprove the design and location of any proposed structure within thirty (30) days after said plans and specifications have been submitted in writing to it, and if no suit to enjoin the erection of such building or the making of such alterations, or to require the Owner of the Lot to remove such building or alteration, has been commenced prior to the completion thereof, such approval will not be required and this covenant will be deemed to be fully complied with. Notice of disapproval may be delivered in person or by certified mail, addressed to the Owner's last known address, and such notice will set forth in detail the elements disapproved and the reason therefor. Such notice need not, however, contain any suggestions as to the methods of correcting the matters and things disapproved. The decision of the Committee shall in all things be final.

In all applications for the Committee to review proposed construction or alteration the Owners must expressly covenant and agree that the Owners and their Contractor shall actively protect the streets in the subdivision from damage by trucks carrying loads in excess of the load limits of such streets, as determined by Montgomery County, or any agency of the State of Texas. If any Owners or their contractor brings or causes to be brought into the subdivision any trucks carrying excessive loads of construction materials, fill dirt, excavated dirt, bricks or concrete, then the Committee or the Lone Star Estates Homeowners Association shall be entitled to stop all further construction activity on the Lot until the Owners either alone or with all of their contractors have repaired all damages done to the streets of the subdivision and have furnished to the Lone Star Estates Homeowners Association good and sufficient bond payable to the Lone Star Estates Homeowners Association in an amount to be determined by its Board of Directors to provide for repair costs to the subdivision streets for the next two years.

B. **Committee Members.** The Committee shall consist of at least three (3) members, who shall be appointed, removed and replaced by a majority of the members of the Board of Directors of the Association. All members of the Committee must own at least one Lot in the subdivision. No member of the Committee may vote on or participate in the consideration of any Lot in which such member may have a conflict of interest. For the purposes of these restrictions, a conflict of interest would arise if a member either owned an interest in a Lot or if any determination by the Committee would have a direct, financial impact on a Lot owned by the Committee member.

C. **Committee Procedures and Charges.** The Committee shall make in its discretion all determinations called for in these restrictions. Such Committee shall not be entitled either to file suit to enforce these restrictive covenants or to deny or withhold approval of any application for its consideration for any Lot solely because the Owner of such Lot may possibly be in violation of these restrictive covenants at a Lot that is different from the Lot under consideration at any time. The Committee may charge each applicant a reasonable fee to cover its normal and usual expenses, but the amount of such fee shall be determined by the Board of Directors of the Association. As a part of each application for new home construction, the Committee may require the Owner of the Lot to deposit with the Association a bond or a cash deposit in an amount determined by the Board of Directors to be reasonably sufficient to pay the costs of a resurvey, if needed, the costs of cleaning up construction trash and debris at the conclusion of construction, and the costs of leveling ruts caused by heavy vehicles at the building site.

D. **Variances.** The Committee, joined by a two-thirds (2/3) majority of the members of the Board of Directors of the Association, may grant or permit variances of any of the matters provided by these restrictions for its review and determination, provided however, no variance shall permit or allow any lots to be subdivided, encroachment over any easements or boundary lines, or allow any nuisance that is defined below. All variances shall be in writing and shall be filed in the Real Property Records of Montgomery County, Texas.

2.3 **COMMON AREAS.** The areas on the Plat designated as the Gate, the Roads, Bridges, Common Area of the Lake (but not the shoreline of the Lake at its normal pool elevation), and the Picnic Area are hereby dedicated as Common Areas for the Owners, their families and guests, all of whom shall have for their use and enjoyment a right of ingress and egress, in and to such Common Areas. The Declarants shall at a time not later than the date all of the Lots shall have been sold, convey to the Association all of the Declarant's right, title and interest in and to the Common Areas. The private property which forms the shoreline of the Lake at its normal pool elevation shall not be included in any of the "Common Areas" designated in this instrument or the Plat. These rights shall be appurtenant to and shall pass with the title to every Lot encompassing such shoreline, subject to the following provisions:

(a) the right of the Association to charge reasonable admission and other fees for the use of any facility now or hereafter situated or constructed or situated upon the Common Area and to impose reasonable limits on the number of guests who may use the facilities;

(b) the right of the Association to suspend an Owner's voting rights and the Owner's right to use any Common Area as long as any assessment of the Association against that Owner's Lot remains unpaid, and as long as that Owner may be in violation of these restrictive covenants or of the rules and regulations that have been adopted and published by the Association;

(c) the right of the Association to grant easements in and to the Common Areas to any public agency, authority, or utility for such purposes that would benefit the Owners or the Common Areas;

(d) the right of the Association to borrow money for the purpose of improving the Common Area, or any portion thereof, for acquiring additional Common Area, or for constructing, repairing, or improving any facilities located or to be located thereon. If approved in advance by the Board of Directors of the Association and by the vote of two-thirds (2/3) of the members present or represented by proxy at a meeting called for such purpose the Association may give as security for the payment of any such indebtedness one or more liens upon all or any portion of the Common Area. The lien and encumbrance of any such mortgage given by the Association shall be subject and subordinate to any and all rights, interests, options, easements, and privileges reserved or established in this Declaration for the benefit of the Declarants or Owner, or the holder of any mortgage irrespective of when executed, given by the Declarants or any Owner encumbering any Lot or other property located within the Subdivision;

(e) the right of the Association to dedicate or transfer all or any portion of the Common Area to any public agency, authority, or utility for such purposes and subject to such conditions as may be agreed to by the members of the Association. No such dedication or transfer shall be effective unless an instrument agreeing to such dedication or transfer has been approved by the Board of Directors of the Association and by the vote of at least two-thirds (2/3) of the votes which those of the members of the Association which are present or represented by proxy are entitled to cast at a meeting duly called for such purpose;

(f) the right of the Association to prescribe rules and regulations as they may be expanded, amended or otherwise modified. Each Owner, by acceptance of a deed, acknowledges and agrees that the use and enjoyment and marketability of the Owner's Lot may be affected by this provision and that the rules and regulations may change from time to time. The Board shall have the authority to enforce the rules and regulations by all appropriate means, including but not limited to the imposition of fines, if notice and an opportunity to be heard are given, and a member found to have violated the rules and regulations shall be liable to the Association for all damages and costs, including reasonable attorney's fees; and

(g) There is hereby dedicated for the benefit of the Association an easement running fifteen feet (15') on each side of the centerline of the creek which runs upstream and downstream of the Lake. Owners owning a Lot or Lots that include such creek shall be obligated to keep the easement for such creek open and clear of debris, weeds, trash, construction or other materials, but only to the extent that such items may block or impede the flow of water through such creek to the Lake, and downstream of the Lake.

**ARTICLE III
RESTRICTIVE COVENANTS FOR USE OF LOTS**

3.1 **RESIDENTIAL LOTS.** Except for the Common Areas as described in the preceding paragraph, all Lots in the Subdivision shall be known and designated as "residential Lots" and shall be used for residential purposes only, and shall be subject to the following restrictions, reservations, protective covenants, limitations and conditions:

A. **Use.** No dwelling shall be erected, altered, placed or permitted to remain on any Lot other than a single residence, designated and constructed for use by a single family, together with such servants' quarters, garages, barns, and other structures as may be suitable and proper for the use and occupancy of said residents as a single family dwelling. No residence constructed on any Lot shall be converted into or thereafter used as duplex, apartment house or any other form of multiple family dwelling. No residence or combination of residences on separate Lots shall be used or be advertised for use as hotels, "bed and breakfast" accommodations, tourist courts or tourist cottages, or as places of abode for transient persons. No trees with a circumference larger than thirty-six inches (36") measured twelve inches (12") from the ground shall be cut on any tract without the advance written consent of the Committee.

B. **Area.** No dwelling shall be erected on any Lot, unless such dwelling shall have an interior living area of not less than 2,500 square feet. Dwellings shall be single story, two-stories or one and one-half stories, and no dwelling shall be constructed of more than two stories in height. The square footage as set forth herein shall be exclusive of garages, porches, servants' quarters or other appendages. The "living area" of a home shall be that area served by the home's heating and air-conditioning equipment.

C. **Commercial Use Prohibited.** No residential Lot shall be used for any business purpose except that any Lot may be used for the business of breeding and raising horses, subject to the other limitations of these Restrictions regarding the number and kind of animals permitted on a Lot. Any builder with two or more completed homes for sale may use no more than one such home as a model home or a temporary sales office. All model homes or homes used as temporary sales offices must be offered for sale, and such homes may not be used as such for more than six (6) months after such homes have been completed.

D. **Employees.** Nothing in these Restrictions shall operate to prohibit any Owner from employing domestic, housekeeping, grounds-keeping and stable-keeping personnel to work at the Owner's home. Owners may employ in their homes no more than one employee as an office assistant, secretary, or bookkeeper without violating the prohibition against commercial use, provided the Owner does not engage in any other commercial or business activities.

E. **Construction.** All materials used in the exterior construction of any residence or other structure and all methods of constructing foundations must be approved in writing and in advance by the Committee before any structure may be erected. Only new construction materials shall be used except for used brick which shall be permitted only as approved by the Committee. Buildings shall be built on a slab, or reinforced solid concrete beam foundation, or reinforced concrete block beam foundation. Each house shall have an attached or detached garage for two or more cars. In no event shall any existing house, modular, or "manufactured" home built off the site be moved or installed on any Lot or Lots in the subdivision. The exterior construction of any house, be it the primary residence, garage, porches, or appendages thereto, shall be completed within ten (10) months after the start of the foundation, unless extended by the Committee in writing. Foundation designers must take special precaution if any home could flood from steep slopes or nearby ditches.

F. **Set Back of Buildings.** All buildings and structures must be constructed, placed and maintained in conformity with all set back lines shown on the Plat or required by the City of Montgomery. The Association may, by its Rules and Regulations, establish additional set back lines for other structures, such as recreational facilities (including pools, tennis courts and the like), animal quarters, barns, pens and other unusual control structures.

G. **Fences.** All fences shall be constructed of the materials and shall be of the designs permitted in the Fence Criteria for the Subdivision, set forth in **Exhibit "A"**. Except where designated otherwise on the Plat, no fence or wall shall be built or maintained closer than thirty feet (30') from the center line of the road running in front of Each Lot. The Committee may permit construction of fences to be built which are part of the architectural design of the main structure and which are not to be built or maintained nearer than the building setback line of any Lot. All fences or walls located on his respective Lots are to be maintained at Owners' expense.

Owners of Lots bordering the Lake on which livestock or large animals are quartered, to the extent such animals are allowed as provided elsewhere in this Declaration, shall maintain additional fencing that shall be sufficient to keep such animals no less than one hundred feet (100') from the shoreline of the Lake, at its normal pool elevation.

The Committee may grant variances to the aforesaid composition requirements for fences and the aforesaid height or setback limitation in connection with retaining walls.

H. **Road Intersections.** No fence, wall or hedge or shrub planting which obstructs sight lines at elevations between three feet (3') and six feet (6') above the roadway shall be placed or permitted to remain on any corner Lot within the triangular area as formed by the street access easement lines and a line connecting them at points ten feet (10') from the intersection of the street access easement lines, or in the case of a rounded property corner, from the intersection of the street right-of-way lines as extended. No tree shall be permitted to remain within such distances of such intersections unless the foliage line is maintained at sufficient height to prevent obstruction of such sight lines.

I. **Utility Easements.** No permanent fencing may be erected within any utility easements, said easements including permanent transformer and metering locations. Fences erected across any rear utility easement shall contain a twelve foot (12') wide gate or two each six foot (6') wide gates, or one twelve foot (12') removable section which will be kept unlocked for access by public utility companies.

J. **Driveways.** The driveway turnout shall be constructed in such manner as to provide an attractive transitional radius from the curb and gutter into the driveway entrance and shall prevent escape of drainage water from the street onto any Lots. Minimum driveway culvert shall be eighteen inches (18") in diameter and may be larger as needed for drainage.

K. **Signs.** No signs, banners, or pennants of any kind or nature shall be displayed from any Lot, except those of the following which must be approved in advance by the Committee:

(a) one sign advertising the Lot for sale or rent, and then only if the sign states just the name and phone number of the Owner or agent; and

(b) for no more than ninety (90) days before or fifteen (15) days after any general election or primary election, signs advocating the election of one or more political candidates, sponsoring a political party, issue or proposal.

L. **Removal of Unapproved Signs.** Declarants, the Committee, and the Association are hereby granted an easement to enter any Lot to remove, dispose of, or destroy any sign for which the Committee has not approved, without being guilty of or liable for trespass, conversion or other damages.

M. **Environmental Maintenance.** All improved yards and lawns shall be kept neat and well maintained and all grass, weeds, and vegetation on each Lot shall be kept mowed at regular intervals. Trees, shrubs, vines, and plants which die shall be promptly removed from each Lot and replacements of equal quality or value promptly installed. Lawns must be properly maintained (not to exceed six inches [6"] in height) and fences must be repaired and maintained and no objectionable or unsightly usage of Lots will be permitted which is visible to public view. Building materials shall not be stored on any Lot, for more than thirty (30) days and any excess materials not needed for construction and any building refuse shall promptly be removed from each Lot.

N. **Visual Appearance.** The Association may require any Owner to remove or eliminate any object situated on a Lot that is visible from any Common Area or from any other Lot, if, in the Board's sole judgment, such object detracts from the visual attractiveness of the Subdivision. The Association, and its agents, during normal business hours, shall be entitled (after 5 days written notice to the Owner of any Lot involved, setting forth the specific violation or breach of this covenant and the action required to be taken, and if at the end of such time reasonable steps to accomplish such action have not taken by the Owner), to enter on the subject premises (without any liability whatsoever for damages for wrongful entry, trespass or otherwise to any person or entity), and to take one or more actions specified in the notice to remedy or abate one or more of such violations or breaches. The cost of such remedy or abatement will be paid to the Association upon demand and if not paid within thirty (30) days thereof, shall become a lien upon the Lot affected. The Association,

or its agent, shall further have the right (upon like notice and conditions), to trim or prune, at the expense of the Owner, any hedge, tree or any other planting that, in the written opinion of the Association, by reason of its location on the Lot, or the height, or the manner in which it is permitted to grow, is detrimental to the adjoining Lots, is dangerous or is unattractive in appearance. The lien provided under this section will constitute a lien retained against the Lot with the same force and effect as the Lien for assessments set forth in this Declaration.

O. **Vehicles.** No motor home, tent, boat, marine craft, hovercraft, recreational vehicle, motor home, camper body, travel trailer, truck larger than a one (1) ton pick-up (except those used by a Builder Member during the construction of improvements), or wrecked, junked, or inoperable vehicle shall be kept, parked, stored, or maintained on any portion of the front yard area of a Lot, nor shall be kept, parked, stored, or maintained on any part of a Lot for a period longer than thirty (30) days, unless in an enclosed structure or in a screened area which prevents the view thereof from any Lots or dwelling and streets. No stripped down, wrecked, junked, or inoperable trailers, boats, recreational vehicles or motor vehicles, shall be kept, parked, stored, or maintained on any Lot. No dismantling or assembling of a motor vehicle, boat, trailer, any truck, or any other machinery or equipment shall be permitted in any driveway or yard adjacent to a street. The Committee shall have the absolute authority to determine from time to time whether a vehicle or accessory is operable and adequately screened from public view. Upon an adverse determination by the Committee, all affected vehicles and accessories shall be removed or otherwise brought into compliance with this paragraph.

P. No vehicles, trailers, implements, or apparatus may be driven or parked on any easement. No commercial vehicle bearing commercial insignia or names shall be parked on any Lot except within an enclosed structure or screened area which prevents such view thereof from adjacent Lots and streets, unless such vehicle is temporarily parked for the purpose of servicing such Lot. No vehicles of any description may be parked overnight on any street within the Subdivision. No vehicle of any size which transports inflammatory or explosive cargo may be kept in the Subdivision at any time.

Q. **Offensive Activities.** No noxious or offensive activity shall be carried on upon any Lot, nor shall anything be done thereon which may be or may become an annoyance or nuisance to the Owners, Properties, or the Subdivision.

No Owner or occupant shall perform any work that will impair the structural soundness or integrity of another Living Unit or impair any easement or hereditament, nor do any act nor allow any condition to exist which will adversely affect the other Living Units or their Owners or Residents. No Owner may install any gasoline storage tanks on any Lot.

No exterior lighting of any sort shall be installed or maintained on a Lot where the light source is offensive or a nuisance to the other Owners or Lots (reasonable security, landscape, or tennis court lighting is permitted with the approval of the Committee).

No exterior speakers, horns, whistles, bells, or other sound devices (except security devices such as entry door and patio intercoms used exclusively to protect the Lot and improvements situated thereon) shall be placed or used upon any Lot.

R. **Microwave, Radio, TV Antenna and Solar Collectors**. No microwave dishes, radio, citizen band or otherwise, or television aerial wires or antennas shall be maintained on any portion of any Lot, or in the Common Area, except direct broadcast satellite (DBS) antennae less than one meter in diameter, multichannel multipoint distribution system (MMDS) antennae less than one meter in diameter, or television broadcast antennae, which Owners shall screen from view as much as possible without impairing the installation, maintenance or use. Solar apparatus, if erected, must be maintained in such a way that it is screened from view. All matters set forth in this provision require the express approval, in advance, of the Committee, which shall be exercised in conformity with the rules of the Federal Communications Commission.

S. **Responsibilities of Lot Owners**. As part of the construction of their homes, the Owners of Lots in the Subdivision shall have primary responsibility for completing, at their own expense, all installations and hookups for sanitary sewer service and all extensions of such service, any fences along private drives, all driveway culverts, and all water and wastewater taps.

3.2 **GARBAGE AND TRASH DISPOSAL**. For all Lots in the subdivision, including residential and Lots, all household garbage, trash, and landscaping waste shall be removed from the subdivision and properly and lawfully disposed of at least once a week. No Lot shall be used to store rubbish, trash, garbage, or other waste. All household garbage and trash shall be kept in outside containers, and all such containers shall be kept closed and clean at all times. Except for the days of garbage pick-up, all household garbage and trash containers shall be kept out of view from the roadways.

3.3. **GARBAGE SERVICES**. The Association may, at its option, contract with one or more commercial garbage haulers to pick up and dispose of all household garbage and trash in the subdivision. In such event all dwelling Owners shall be obligated to dispose of the household garbage and trash from their dwellings through the services of the garbage hauler who contracts with the subdivision and shall pay the Association the fees applicable to such service in addition to the annual maintenance fee provided for below. All sums due the Association by any dwelling Owner for garbage hauling fees shall be secured by the same lien securing payment of the annual maintenance fee.

3.4. **NUISANCES**.

A. **Definitions**. At all times, each Lot in the subdivision, shall be kept free of nuisances, which means, but is not limited to, the following:

(1) objectionable, detrimental, offensive, dangerous, or unattractive conditions, as determined by the Board of Directors of the Association in its discretion;

(2) open pits, abandoned wells, and ponds that are not cared for and which become havens for insects and other pests;

(3) weeds and wild brush more than one foot (1') in height;

(4) signs, advertisements, or billboards that have not been approved in advance by the Committee;

(5) privy, cess pool, outdoor toilets, untreated septic, and gray water drainage;

(6) animals, livestock, poultry of any kind that are kept, raised, or bred on any Lot, except the following:

(i) no more than a total of two (2) of such animals shall be permitted on any lot of any breed of horses, cattle, sheep, and other common farm animals, provided that such animals are properly quartered and fenced, as provided elsewhere in this Declaration.

(ii) all other breeds and species of animals and fowl that are not named above, including all breeds that are wild, dangerous, highly odiferous or unusually noisy shall not be permitted on any Lot unless the Owner obtains specific, advance approval of both the Committee and the Board of Directors of the Association.

(iii) for all animals, fowl or livestock, no Owners shall place any such animals on their property until the Owner has obtained Committee approval for and has completed construction of suitable quarters for each such animal. Each animal shall be quartered separately. The term "quarters" includes housing, fencing, pens, gates, and other security and control devices.

(7) swimming pools, whether above or below ground, that are not completely enclosed by a fence with a security gate capable of keeping out small children and which have not been specifically approved in advance by the Committee;

(8) oil and gas exploration and development operations of every kind and character, oil refining, quarrying, or mining operations of any kind, including wells, tanks, tunnels, derricks, pumps, and the like;

(9) explosives, fireworks, discharge of guns, pistols, cannons, or firearms of any kind or character, sirens, horns, or other equipment designed to make loud noises (except for ordinary household security alarms which are permitted);

(10) any mound, levy, swale, wall, or other object that interferes with the natural drainage patterns within the Subdivision unless such object has been approved in advance by the Committee;

(11) dogs commonly known as "pit bulls" and all wild, ungovernable, and dangerous animals;

(12) construction equipment and machinery, trucks larger than one-ton, tractor-trailer rigs, commercial trucks, and delivery vehicles not being actively used in home construction and street repair, parked on the streets of the subdivision overnight or for long periods of time; and

(13) operation of heavy equipment and vehicles over the roads of the subdivision in a manner likely to cause damage to such roads, spilling dirt, sand, gravel, or other construction material and debris on the subdivision roads, and operating heavy equipment, trucks, and other vehicles which exceed the load limits prescribed by either Montgomery County, Texas, the State of Texas or by any other agency responsible for the roads in the subdivision.

B. Abatement of Nuisances.

(1) **Entry.** If the Association determines in its discretion that a nuisance, as defined above, exists on any Lot, the Association shall give immediate written notice of such condition to the Owner, who must remove such nuisance at no cost to the Association within fifteen (15) days after such notice is mailed. If the Association determines in its discretion that any nuisance poses an immediate and substantial risk of harm to the persons or the property of any one or more of the other residents of the Subdivision, or if the Lot Owner fails for any reason to remove the nuisance within the time provided by the Association's written notice, then the Association shall be entitled to enter the Lot and, if necessary, any residence or structure on the Lot, and remove and dispose of the nuisance, without being guilty of trespass, conversion, or any tort or other civil wrong, as long as the Association acted in good faith and not in any arbitrary or capricious nature or manner.

(2) **Costs and Expenses.** The Owner of any Lot having the nuisance shall be liable to the Association for its reasonable costs and expenses in removing and abating the nuisance, including its reasonable attorney's fees. To the extent necessary to carry out this provision, the Association shall have an easement on, over, and across any Lot for the purpose of abating and removing any nuisance, in addition to all other rights at law or equity. No Lot Owner shall be entitled to require the Association to take any action to abate or remove a condition that may be a nuisance if the Association has determined in its discretion that such condition is not of a nature that requires entry onto a Lot and removal of a nuisance.

3.5. EASEMENTS AND ACCESS. Easements for installation and maintenance of access, utilities and drainage facilities are reserved as shown on the recorded plat. Within these easements, no structure, planting, fence, or other material shall be placed or permitted to remain which may damage or interfere with the installation and maintenance of utilities, or in the case of drainage easements, which may change or impede the direction of flow of water through drainage channels in such easements. The easement area of each Lot, if any, and all improvements in such area shall be maintained continuously by the Owner of the Lot, except for those improvements for which a public authority or utility company is responsible. Neither the Association, Declarants, nor any utility company using the easements herein or referred to shall be liable for any damages done by them or by their assigns, agents, employees, or servants to shrubbery, drives, landscaping or other property of the Owners situated on the land covered by said easements.

There is hereby created a right of ingress and egress across, over, and under the Properties in favor of Declarants and the Association, for the sole purpose of installing, replacing, repairing, and maintaining all facilities for utilities, including, but not limited to, water, sewer, telephone, cable TV, electricity, gas, and appurtenances thereto.

An easement is hereby extended and school buses acknowledged to all police, fire protection, ambulance, garbage and trash collector pickup vehicles, and all similar persons to enter upon the Common Area in performance of their duties.

Each Lot is conveyed subject to all easements, conditions, and reservations shown on the Subdivision Plat, and each Owner shall take notice of all such easements, conditions, and reservations. No Owner shall maintain any condition or improvements in any platted easement which will significantly interfere with the intended use of the easement.

Easements for drainage throughout the subdivision are reserved as shown on the Subdivision Plat. No Owner of any Lot in the subdivision may perform or cause to be performed any act which would alter or change the course of such drainage easements in a manner that would divert, increase, accelerate, or impede the natural flow of water over and across such easements. More specifically and without limitation, no Owner or resident of a Living Unit may:

- (1) alter, change, or modify the existing natural vegetation of the drainage easements in a manner that changes the character of the original environment of such easements;
- (2) alter, change, or modify the existing configuration of the drainage easements, or fill, excavate, or terrace such easements, or remove trees or other vegetation therefrom without the prior written approval of the Committee and the City of Montgomery's City Engineer;
- (3) construct, erect, or install a fence or other structure of any type or nature within such drainage easements;
- (4) permit storage, either temporary or permanent, of any type upon or within such drainage easements; or
- (5) place, store, or permit to accumulate trash, garbage, leaves, limbs, or other debris within or upon the drainage easements, either on a temporary or permanent basis.

By acceptance of a deed to any Lot, each Owner covenants and agrees to ensure such Lot is graded and maintained in accordance with the grading plan set forth in the Design Guidelines and that the drainage of such Lot is maintained in accordance with the grading plan.

The failure of any Owner to comply with the provisions of this Article shall in no event be deemed or construed to impose liability of any nature on the Association, the Committee, or Declarants, and neither such Committee nor Declarants shall be charged with any affirmative duty to police, control, or enforce such provisions.

3.6. **TEMPORARY STRUCTURES AND RESIDENCES.** For all Lots in the Subdivision upon which no permanent dwelling has been constructed, no trailer, mobile home, manufactured home, tent, camper, or shack shall be moved onto or built upon such Lot unless **both** of the following conditions have been met:

(a) the Committee shall specifically and in advance approve temporary housing in a permanent structure that is not a home under the standards for architectural review of these Restrictions, and

(b) the Owner shall make a binding agreement with the Board of Directors of the Association to construct on the Lot a permanent dwelling within two (2) years after the date of such agreement. Otherwise, only bulkheads, piers, boat, decks and fences may be built upon a Lot before construction commences for a permanent dwelling.

3.7. **ACCESS.** For all Lots in the subdivision, no driveways or roadways may be constructed on any Lot in this subdivision that will furnish access to any adjoining Lots or property without the express written consent of the Committee.

3.8. **CULVERTS.** For all Lots in the subdivision, all drain tiles and culverts or culverts in any drainage ditch (including road) ditches shall have inside diameter of at least eighteen inches (18"), and such tiles or culverts must be approved, in advance of installation, by the Committee and by any governmental entity exercising control over drainage.

3.9. **UTILITIES.** Each and every residence shall be required to connect to the public water and sanitary sewer lines of the City of Montgomery, Texas, prior to occupancy.

Dwellings in the Subdivision may use electricity or natural gas from utility companies that distribute such products. All tanks for propane, butane or other forms of energy for a home must be approved for safety by the Board of Directors before such tanks are installed, and all such tanks shall be buried pursuant to the rules and regulations of the Texas Railroad Commission. Such approval shall depend upon the decision of the Board after taking into consideration the location of the dwelling involved, safety of the persons involved and in the Subdivision, and the risk of harm to the environment.

3.10. **RESUBDIVISION.** No Lot may be subdivided.

3.11. **FIREARMS.** On all Lots, the use or discharge of firearms is expressly prohibited within the Subdivision. However, guns using compressed gas of any form, such as pellet guns or "BB" guns are permitted.

3.12. **MATERIALS STORED ON LOTS.** No building material or debris of any kind shall be placed or stored upon any Lot, except during construction of permanent improvements.

**ARTICLE IV
MAINTENANCE FUND**

4.1 **MAINTENANCE FUND.** The following charges and obligations apply to all Lots in the subdivision, including residential and reserved.

A. **Determination.** Each Lot shall be subject to an annual maintenance fee in an amount to be determined by the Board of Directors of the Association by its annual budget. Not later than June 1 preceding the beginning of any fiscal year the Board shall notify all Owners by mail of the amount of the maintenance fee for each upcoming fiscal year. For the first fiscal year of the Association and until the Association adopts any changes the Maintenance Fee shall be two hundred fifty dollars (\$250) for each Lot that is improved by a home, and one hundred dollars (\$100) for each Lot that is unoccupied as of the beginning of such fiscal year. The annual maintenance fee shall be collected and dispersed by the officers of the Association.

B. **Collection.** All past due maintenance charges shall bear interest from their due date at the rate of sixteen percent (16%) per annum until paid, provided however, the Board of Directors of the Association may set a lower rate for any fiscal year by an appropriate resolution adopted prior to the beginning of such year. Such charges shall be a covenant running with the land, and to secure payment thereof, a Vendor's Lien is hereby retained by the Association, upon the property herein conveyed, subject and inferior, however, to a purchaser money lien or construction money lien, or both.

C. **Adjustment.** All charges of the Association may be adjusted at any time on any Lot by the Board of Directors as may be required by any "Housing Authority" or "Regulating Agency" or "Governmental Agency" to meet any requirements or rules of such Agencies.

D. **Lien.** There is hereby reserved, set over, and transferred into the Association a maintenance lien upon each Lot in the Subdivision to secure payment of the annual maintenance assessment. Such lien automatically attaches to and applies against each Lot and shall remain first, primary, and superior to all titles, liens, and interests in each Lot in the Subdivision, except that such lien shall be subordinate to any bona fide purchase money vendor's lien or builder's and mechanic's lien for the construction upon any Lot of a dwelling that has been approved in advance by the Committee. Such lien shall secure payment of the annual maintenance assessment, and all interest, and attorney's fees to become due and payable to the Association for any Lot. To the extent permitted by law, such lien shall remain superior to each lot owner's homestead rights under the statutes and constitution of the State of Texas.

E. **Foreclosure.** At the election of the Association, the lien so established may be foreclosed upon either by suit for judicial foreclosure, or, after notice of delinquency to the Owner of any Lot, as and in the same manner as is provided for the foreclosure of a mortgage upon real property under the laws of the State of Texas, just as though the Association had retained a vendor's lien and possessed a deed of trust and note against said Lots. Any such action of foreclosure will entitle the lienholder to reasonable attorney's fees and other allowed costs and penalties. For each such foreclosure, the Board of Directors shall appoint a Trustee to exercise the power of sale.

4.2. **Application of Funds.** Funds arising from such charge shall be applied, so far as sufficient, toward the common good of the community, civic betterment, municipal, and public recreational purposes (but not by way of limitation) as follows:

A. To render constructive civic action for the promotion of the social welfare of the community and of the citizens of the Subdivision, to inculcate civic consciousness by means of active participation in projects which will improve the community, state, and nation.

B. To promote and provide municipal services and educational and public recreational services and facilities for residents of the Subdivision.

C. To acquire, maintain, and construct buildings and property for public services and recreational facilities.

D. To undertake and continue the exclusive and permanent responsibility for maintenance of the roads which constitute the access easement for all Owners of the Lots in the Subdivision. This responsibility shall continue without regard to the presence or use of the Gate at the entrance of the Subdivision. This provision constitutes a covenant by the Declarants and all subsequent Owners of Lots that the Association shall bear all cost and responsibility and shall pay for all maintenance of the roads of the subdivision and such responsibility shall not pass to Montgomery County or to the City of Montgomery, Texas, or to any other public or municipal entity without the express consent of that entity.

E. To do any other thing necessary or desirable or of general benefit to the community.

ARTICLE V GENERAL PROVISIONS

5.1. DURATION OF RESTRICTIONS.

A. **Term.** The effective date for these Restrictions is June 1, 1998. These restrictions shall remain in full force and effect until midnight May 30, 2028. Thereafter these Restrictions shall be automatically renewed for additional successive periods of **ten** years each unless the Owners of at least 66.66% of the Lots in the subdivision shall, by instrument in writing duly placed of record before the end of any such **ten** year period, elect to terminate or amend these restrictions and the force and effect thereof.

B. **Amendment During Term.** At any time after the effective date, other than the dates specified above, 66.66% of the members of the Association's Board of Directors and the Owners of 66.66% of the Lots in the entire subdivision may amend or change these restrictions by their written and recorded vote. For any such amendment to become effective all voting by the Board of Directors and the Owners must be completed and recorded within the same twelve-month period.

5.2. **MISCELLANEOUS PROVISIONS.** The following provisions apply to all Lots in the subdivision including residential and reserved.

A. **Benefit.** All covenants and restrictions are for the benefit of the entire subdivision and shall be binding upon and enforceable by every purchaser, that Purchaser's successors, heirs and assigns.

B. **Severability.** Invalidation of any one of the covenants or restrictions by judgment or any court shall in no way affect any of the other provisions which shall remain in full force and effect.

C. **Application.** All of the restrictions, easements and reservations herein provided and adopted as a part of said subdivision shall apply to each and every Lot and when such Lots are conveyed the same shall be conveyed subject to such restrictions and reservations as contained herein, and also such limitations as are shown on the maps or plats of Lone Star Estates Subdivision, Montgomery County, Texas. When Lots with such reservations, easements, restrictions, etc., are so referred to by reference thereto in any such deed or conveyance to any Lot or Lots in said subdivision the same shall be the same force and effect as if said restrictions, covenants, conditions, easements, and reservations were written in full in such conveyance, and each contract and deed shall be conclusively held to have been so executed, delivered, and accepted upon the express conditions, reservations, easements, and restrictions as herein stated and set forth.

D. **Enforcement.** Enforcement of these restrictions and covenants shall be by proceedings at law or in equity against any person or persons violating or attempting to violate the same, either to restrain or prevent such violation or proposed violation by an injunction, either prohibitory or mandatory, or to obtain any other relief authorized by law. Such enforcement may be by the Owner of any of said Lots or by the Association, or its successors or assigns.

APPROVED AND ADOPTED this 8th day of June, 1999, in
Montgomery County, Texas.

SRS DEVELOPERS, L.L.C.

BY: *Norman R. Stewart*
NORMAN R. STEWART, PRESIDENT

SCRJ CORPORATION

BY: *S. Clay Robinson, Jr.*
S. CLAY ROBINSON, JR., PRESIDENT

Norman R. Stewart
NORMAN R. STEWART

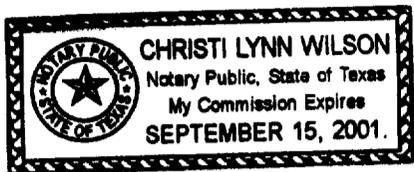
Jennifer H. Stewart
JENNIFER H. STEWART

S. Clay Robinson, Jr.
S. CLAY ROBINSON, JR.

THE STATE OF TEXAS

COUNTY OF MONTGOMERY

This instrument was acknowledged before me on this 8th day of June, 1999, by **NORMAN R. STEWART, PRESIDENT of SRS DEVELOPERS, L.L.C.**, on behalf of such company.

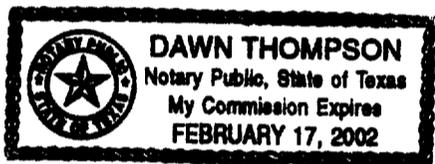


[Signature]
Notary Public - STATE OF TEXAS
My Commission Expires: _____

THE STATE OF TEXAS

COUNTY OF MONTGOMERY

This instrument was acknowledged before me on this 1st day of June, 1999, by **S. CLAY ROBINSON, JR., PRESIDENT OF SCRJ CORPORATION** on behalf of the said corporation.

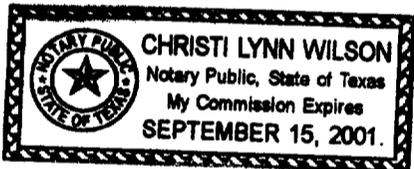


[Signature]
Notary Public - STATE OF TEXAS
My Commission Expires: _____

THE STATE OF TEXAS

COUNTY OF MONTGOMERY

This instrument was acknowledged before me on this 8th day of June, 1999, by **NORMAN R. STEWART.**

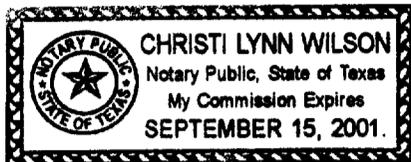


[Signature]
Notary Public - STATE OF TEXAS
My Commission Expires: _____

THE STATE OF TEXAS

COUNTY OF MONTGOMERY

This instrument was acknowledged before me on this 7th day of June, 1999, by **JENNIFER H. STEWART.**

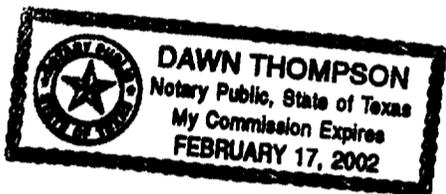


[Signature]
Notary Public - STATE OF TEXAS
My Commission Expires: _____

THE STATE OF TEXAS

COUNTY OF MONTGOMERY

This instrument was acknowledged before me on this 1st day of June, 1999, by **S. CLAY ROBINSON, JR.**



[Signature]
Notary Public - STATE OF TEXAS
My Commission Expires: _____

**RETURN TO:
STOCKING & ASSOCIATES
2040 N. LOOP 336 W. STE. 324
CONROE, TX 77304**

EXHIBIT "A"

FENCE CRITERIA

1. **Perimeter Fencing.** Fences constructed along the perimeter of the Subdivision, other than College Street, may be constructed of treated wooden boards no higher than eight (8') feet.
2. **College Street and Other Interior Lot Perimeter Fencing.** Fences constructed along College Street and all lot boundary lines, other than the perimeter of the Subdivision, shall be made of treated wooden boards and posts, and no higher than five (5') feet and no lower than four and one-half (4 1/2') feet. All fences facing College Street and all interior streets of the Subdivision shall be painted white.
3. **Creek.** Owners of Property that border or include the creek (that feeds the Lake) may erect and maintain along the easement boundary post and wire fencing or a wooden fence along such easement, provided that no barbed wire may be used on such fences.

FILED FOR RECORD
 99 JUN 30 AM 10:22
 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.

JUN 30 1999




 COUNTY CLERK
 MONTGOMERY COUNTY, TEXAS