

REVISED

RESTRICTIONS AND COVENANTS *** FRONTIER LAKES SUBDIVISION
 SECTIONS 1, 2, 3 and 4
 AUGUST 2003

WHEREAS, Frontier Lakes Property Owners Association, Inc. (FLPOA) is the Owner in fee simple of that certain Subdivision known as FRONTIER LAKES SUBDIVISION in Montgomery County, Texas, and it is the desire of said FLPOA to place the following conditions, covenants and restrictions on the above mentioned Subdivision and the Owners thereof respectively, and shall constitute covenants running with the land and shall ensure to the benefit of all the Owners herein, their heirs, successors and assigns as follows to wit:

Fully Restricted Residential Area: Dwellings constructed on lots in Blocks One(1), Two(2), Five(5), Fifteen(15), and all Lake Front lots in Block Eighteen (18) of this Subdivision will contain a minimum of 672 square feet exclusive of open porches, carports, and garages, but said area shall include screened-in porches.

Fully Restricted Residential Area: Dwellings constructed on lots in Blocks Three (3), Nine (9), Fourteen (14), and Twenty-Four (24) of this Subdivision will contain a minimum of 560 square feet exclusive of open porches, carports, and garages, but said area shall include screened-in porches.

Dwellings in all other Blocks in this Subdivision will contain a minimum of 480 square feet exclusive of open porches, carports, and garages, but said area shall include screened-in porches.

No dwelling will be located on any lot or tract or portion of lots or tracts nearer to the front line than twenty-five (25) feet or nearer to a side line than five (5) feet.

No noxious or offensive activity shall be carried on upon any lot in said Subdivision, nor shall anything be done thereon which may be or may become an annoyance or nuisance to the neighborhood. Inoperative vehicles on property or roads will not be allowed.

No temporary structures of any type will be constructed upon any lot in said Subdivision, nor shall any house or building be occupied unless the exterior is fully completed and sanitary sewer is installed and operative. It shall not be permissible to occupy a Trailer House on these premises.

Sanitation: No outdoor toilets, pits, or trenches will be allowed in said Subdivision. A septic system as approved by the County Health Officer of Montgomery County, Texas must be installed. No lot shall be used or maintained as a dumping ground for rubbish. Trash, garbage, or other waste shall not be kept except in sanitary containers. No dumpsters or garbage burning will be allowed.

If a home, dwelling or unit is destroyed by fire or an act of Nature, the owner will have six months to remove and clean-up or repair the structure to a habitable state or the property may be foreclosed on by FLPOA so that cleaning and/or removal may occur.

Livestock and Poultry: No animals, livestock, or poultry of any kind shall be raised, bred, or kept on any lot, except that dogs, cats, or other household pets may be kept, provided that they are not kept, bred, or maintained for any commercial purposes. Except that should said practice of keeping pets become noxious or offensive to the neighborhood, then said practice will be a violation of restrictions and not permissible.

Discharging of firearms in this subdivision is not allowed. Charges will be filed against any persons doing so.

Business and/or commercial activities are specifically disallowed. No person, firm, or corporation will be allowed to carry on any business activities on these lots.

All lots sold in this Subdivision are subject to an annual levy of Thirty-Five dollars (\$35.00) per lot for maintenance of streets and recreational facilities. The amount of levy may be raised or lowered by a majority vote of the Property Owners at an election by FLPOA. This fee may be levied at the Option of FLPOA. This privilege of levy may be assigned by FLPOA to a Board of Governors or Directors elected by the Property Owners Association. Any such funds collected must be expended on maintenance as above stated and a semiannual report made to the Property Owners in this development at the address registered by Property Owners with FLPOA or said Directors or Governors. Mailing of such report to the last known address of each Property Owner will constitute compliance with regards to this requirement.

The above mentioned levy of Thirty-Five Dollars (\$35.00) per lot may be made on no more than Two (2) lots owned by any one Owner except for any person owning more than one dwelling in this Subdivision. Then the Owner will pay the annual dues on all such units. However, no person, group, or firm will have the authority to authorize a change in the fact that no Owner will be levied upon to pay a maintenance fee on more than Two (2) lots.

Any tenant in any rental unit or household will be required to pay a rental fee of Thirty-Five dollars (\$35.00) per lot, per year, per tenant and will obey all rules and regulations in using facilities. Failure to pay this rental fee will result in tenants being prohibited from using any of the Subdivision's facilities.

Failure of a Property Owner to pay this levy will constitute a lien on the property so owned and the Owner will forfeit the privilege of use of any and all of the available facilities in this Subdivision. Right to use of facilities will be restored only upon payment in full of levy, plus penalties of \$0.50 (50 cents) per month for term of delinquency.

Multi-ownership of any lot in this Subdivision, other than husband and wife ownership, will exclude all such owners from use of recreational facilities in this Subdivision.

Rules and Regulations governing the use of recreational facilities in this Subdivision will be made and enforced by FLPOA. Persons violating said Rules and Regulations are subject to having their privilege of use of said facilities withdrawn by such party in authority.

Natural drainage in this Subdivision will not be diverted, retained, or blocked by any person or persons.

If the Parties hereto or their heirs or assignee shall violate any of the covenants herein, it shall be lawful for any other person or persons owning any real property situated in said Subdivision to prosecute in proceedings at Law or in equity against the person or persons violating or attempting to violate such covenant and either prevent him or them from so doing or to recover damages or other dues for such violation.

The maintenance charge shall be payable annually in advance to FLPOA. The maintenance charge, together with the cost of collection thereof, including reasonable attorney's fees, shall be a charge on each Lot in the Subdivision, other than those Lots herein above expressly excepted and shall be a continuing lien upon such Lots against which such charge is made. Payment of said maintenance charge may be enforced in any manner provided in law or in equity, including foreclosure of the lien and power of sale in like manner as in a Mortgage or Deed of Trust.

Invalidation of any one of these covenants by Judgment or Court Order shall in no wise affect any of the other provisions hereof which shall remain in full force and effect.

These covenants are to run with the land and shall be binding on all the parties and all persons claiming under them until September 1, 2013, at which time said covenants shall be automatically extended for successive periods of ten years unless, by vote of the majority of then Owners of the Lots, it is agreed to change the said covenants in whole or in part, and an instrument in writing effecting such change shall have been recorded in the Deed Records of Montgomery County, Texas.

All reserved areas designated are excluded from these restrictions and none of the conditions or covenants herein shall apply to these tracts.

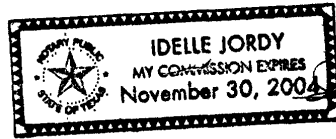
✓ Frontier Lakes Property Owners Assoc. Inc.
P O Box 844
Willis, Texas 77378

Nettie Evans
Nettie Evans

STATE OF TEXAS

COUNTY OF MONTGOMERY

Sworn to and subscribed before me on this 1/22, 2004, by Nettie Evans.



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FILED FOR RECORD

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Mark Tubbell
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 Real Property at
Montgomery County, Texas.

JAN 22 2004



Mark Tubbell
County Clerk
Montgomery County, Texas