DECLARATION OF COVENANTS, CONDITIONS AND RESTRICTIONS Of LAKE FOREST SUBDIVISION

4767

THE STATE OF TEXAS

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KNOWN ALL MEN BY THESE PRESENTS

COUNTY OF WASHINGTON §

Lake Forest Subdivision desires to create and carry out a uniform plan for the subdivision and we desire to establish a means to protect the value, beauty and desirability of the property for the owners of the lots (herein referred to as "lot owners"), and therefore do hereby adopt and establish the following reservations, restrictions, covenants, declarations, agreement and conditions to apply uniformly to the use, occupancy, and conveyance of the lots in the subdivision.

DEFINITIONS

Unless the context otherwise specifies or requires, the following words and phrases when used in this Declaration shall have the following meanings hereinafter specified:

"ACC" shall mean the Architectural Control Committee created by the Board to review and approve plans for the construction of Improvements on the property. If the board does not appoint an Architectural Committees, the Board shall serve as the Architectural Committee.

"Assessment" shall mean an assessment, a charge, a fee, or dues that each owner of property within a residential subdivision is required to pay to the property owners' Association on a regular basis and that is designated for use by the property owners' Association for the benefit of the residential subdivision as provided by the restrictions.

"Association" shall mean Lake Forest Property Owners Association, a Texas non-profit corporation formed under the laws of the State of Texas, which shall have authority and responsibility for all of the subdivision as hereafter defined.

"Board" shall mean the governing body of a property owners' Association, the Board of Directors of the Association.

"Bylaws" shall mean the Bylaws of the Association adopted by the members and from time to time amended.

RNOK 1556 PAGE 0292

"Common Area" shall mean all real property owned by the Association for the common use and benefit of the Owners of the Lots including easements as shown on the recorded subdivision map of the Property.

"Covenants" shall mean the covenants, conditions, and restrictions contained in this Declaration.

"Declaration" shall mean this instrument as it may be amended from time to time.

"Dedicatory instrument" shall mean each governing instrument covering the establishment, maintenance, and operation of a residential subdivision. The term includes restrictions or similar instruments subjecting property to restrictive covenants, bylaws, or similar instruments governing the administration or operation of a property owners' association, to properly adopted rules and regulations of the property owners' association, and to all lawful amendments to the covenants, bylaws, rules, or regulations.

"Dwelling" shall mean the structure in which a family lives.

"Easements" shall mean Easements within the Property for utilities, drainage, and other purposes as shown on the Plat or of record.

"Governing Documents" shall mean this Declaration, as may be amended from time to time. To the extent the same exist, Governing Documents shall also include standards of the ACC, and the Certificate of Formation, Bylaws, rules of the Association, as each may be amended from time to time. In accordance with Tex.Prop.Code 202.006, all Governing Documents, as amended, shall be recorded in the Public Records of Washington County, Texas to be effective.

"Lot" shall mean and refer to any parcel or parcels of land within the property shown as a subdivided lot on a recorded plat of the property, together with all improvements located thereon.

"Member" shall mean persons holding membership rights to the association.

"Mortgage" shall mean any mortgage or deed of trust covering any portion on the property given secure payment and debt.

"Mortgagee" shall mean the holder or holders of any mortgage or mortgages.

"Owner" shall mean the person or persons, including the declarant, holding a fee simple interest in any lot in the subdivision, but shall not include a mortgagee.

"Property" shall mean the real property in Washington County, Texas.

"Property Owners' Association or Association" shall mean incorporated or unincorporated association that:

- A. Is designated as the representative of the owners of property in a residential subdivision;
- B. Has membership primarily consisting of the owners of the property covered by the dedicatory instrument for the residential subdivision; and
- C. Manages or regulates the residential subdivision for the benefit of the owners of property in residential subdivision

"Residential Subdivision" or "Subdivision" shall mean a subdivision, planned unit development, townhouse regime, or similar planned development in which all land has been divided into two or more parts and is subject to restrictions that:

- A. Limit a majority of the land subject to the dedicatory instruments, common areas, and public areas, to residential use for single-family homes only;
- B. Are recorded in the real property records of the county in which the residential subdivision is located; and
- C. Require membership in a property owners' association that has authority to impose regular or special assessments on the property in the subdivision.

"Residence" shall mean a building designed for and used as a dwelling by a single family.

"Restrictions" shall mean one or more restrictive covenants contained or incorporated by reference in a properly recorded map, plat, replat, declaration, or other instrument filed in the real property records or map or plat records. The term includes any amendment or extension of the restrictions.

"Restrictive Covenant" shall mean any covenant, condition, or restriction contained in a dedicatory instrument, whether mandatory, prohibitive, permissive, or administrative.

"Single Family" shall mean a group of individuals related by blood, adoption, or marriage or a number of unrelated roommates not exceeding the number of bedrooms in a residence.

"Special Assessment" shall mean an assessment, a charge, a fee, or dues, other than a regular assessment, that each owner of property located in a residential subdivision is required to pay to the property owners' Association, according to procedures required by the dedicatory instruments, for defraying, in whole or in part, the cost, whether incurred before or after the assessment, of any construction or reconstruction, unexpected repair, or replacement of a capital improvement in common areas owned by the property owners' Association, including the necessary fixtures and personal property related to the common areas.

"Structure" shall mean any improvement on a portion of the Property (other than a Residence), including a fence, wall, outbuilding, or any other free standing structure.

"Vehicle" shall mean any automobile, truck, motorcycle, boat, trailer, or other wheeled conveyance, whether self-propelled or towed.

1. RESTRICTIONS:

For the purpose of creating and carrying out a uniform plan, protecting the value, and desirability for Lake Forest Subdivision, the following restrictions, covenants, declarations, agreements, and conditions are hereby established and adopted to apply uniformly to the use, occupancy and conveyance of all the lots in Lake Forest Subdivision. Every contract, deed or conveyance which may be hereafter executed with regard to any the subdivision shall be conclusively deemed to have been executed, and accepted subject to the following restrictions, covenants, declarations, agreements, and conditions, even if they are not set out in full and not incorporated by reference in such contract, deed, lease to the transfer of interest in any such lot.

2. TERM/DURATION:

These restrictions and covenants shall run with the land and shall be binding on all parties claiming under them for a period of ten (10) years from the date that these restrictions and covenants is placed of record in the Property Records of Washington County, Texas, after which time said restrictions and covenants shall be automatically extended for successive periods of ten (10) years each, unless an instrument signed by two-thirds (2/3) majority of all then Owners of the lots has been recorded, agreeing to change, alter, or terminate the restrictions and covenants herein, in whole or in part, prior to the respective renewal period and filed of record in the Office of the County Clerk of Washington County, Texas not more than six (6) months nor less than one (1) month prior to such expiration or renewal. No amendment or termination hereof shall be effective, however, until recorded in the Official Records of Washington County, Texas.

3. SEVERABILITY:

Restrictive covenants and each part of any covenant shall be held severable, in that the invalidation of any covenant or any part thereof by the Court Judgment shall not run to any other provision by restrictive covenants, and said other provisions shall remain in full force and effect.

4. ENFORCEMENT:

Lake Forest Property Owners Association shall have the right to enforce observance and performance of the restrictions and covenants contained herein, and in order to prevent a breach or to enforce the observance or performance of same, shall have the right, in addition to all legal remedies or remedies elsewhere provided herein, to an injunction either prohibitive or mandatory.

5. LAND USE:

- No building or structures intended for or adapted to business purposes, no apartment house, lodging house or multiple-family dwelling shall be erected, placed, permitted or maintained on any Lot, or on any part thereof. No building shall be erected, altered, placed or permitted to remain on any lot other than one detached single-dwelling house not to exceed two and one-half (2 1/2) stories in height, a private garage or carport for the residence, storage facilities, and bathing, toilet, or dressing rooms for private pools. Manufactured homes, mobile homes, modular homes, and prefabricated homes are prohibited. No residence house, garage or other structure is to be moved to Lot from another location unless approved by the Architectural Control Committee. All buildings not constructed on a ground level slab must be completely enclosed to ground level with masonry or cement board (must be cohesive with existing structure).
- 5.02 No business of any type, kind, or character or apartment house, or any occupation or business for commercial gain or profit shall be done or carried on said residential area. All parts of said Subdivision are hereby designated as a residential area, except as reserved and/or excluded on the official Subdivision plat.
- 5.03 No lot shall be re-subdivided unless approved in writing by the Architectural Control Committee.

6. EASEMENTS:

Easements as shown and called for on the official plat of said Subdivision have been dedicated for the installation, operation, and maintenance therein of utilities servicing the needs of residents of this Subdivision. Ground easements are drawn and marked on the official plat. Title to all utility systems and to all parts thereof shall remain vested in the person, firm or political unit having due and legal authority to install, own and operate such system. The owners of utility systems shall have the rights of ingress and egress for purposes of installation, operation and maintenance and shall have prior rights in the use of land under easement as against owner of such land.

BOOK 1556 PAGE 0296

7. UTILITIES:

Unless otherwise agreed to in writing by the Architectural Control Committee, all telephone and electric lines must be buried beneath the surface of the of ground. Propane tanks must be underground or so placed as to not be visible to the general public or to other residents of the subdivision. Unless otherwise noted on the official plat, water for this subdivision will be provided by distribution lines to be brought by the Property Owner's Association to owner's property line and connected with a central water system and no water wells shall be bored, drilled or maintained on any lot so long as the central water supply system remains a working, safe, and viable source of water for all residents according to state standards. Operation and maintenance of the central water supply system shall be the responsibility of the owners association. No open or pit type toilets will be allowed in this subdivision. All dwellings must have a septic tank system installed in accordance with the specifications for same as established by the laws of The State of Texas and rules and regulations of Washington County, Texas. If such septic system complies with such specifications, but still emits foul or noxious odors or unsafe liquid onto streets, ditches, or upon the surface of any adjoining parcels, such system shall be modified so as to eliminate such foul or noxious odors or unsafe liquids.

8. STREETS AND PASSAGE-WAYS:

No street, driveway or passage-way shall be erected on, over, or through any lot except as shown on the plat of the subdivision or approved in writing by the Architectural Control Committee. By recordation of these restrictions, each property owner and guests are given the rights on ingress and egress in, to, and from their property along the streets and passageways. There shall be no access to any lot on the perimeter of this subdivision except from designated roadways within the subdivision. No one shall park in the street long term. Temporary parking along streets is allowed for brief periods, but residents must park all personal vehicles on their own property to allow safe ingress and egress for residents and emergency vehicles.

9. RULES GOVERNING USE OF FACILITIES:

Rules and Regulations will be enforced and modified, if necessary, by the Property Owners Association. Persons violating said rules and regulations are subject to having their privilege of use of said facilities withdrawn by such party in authority.

10. ARCHITECTURAL CONTROL COMMITTEE:

The Architectural Control Committee (ACC) is composed of three (3) members. In the event of death or resignation of any member of the committee, the remaining members shall have full authority to designate a successor. Neither the members of the committee, nor its designated representative, shall be entitled to any compensation of services performed pursuant to this covenant. At any time, the then record owners of a majority of the lots shall have the power through a duly recorded written instrument to change the membership of the committee or to withdraw from the committee or restore to it any of its powers and duties. The committee's approval or disapproval as required in these covenants shall be in writing. In the event the committee, or its designated representative, fail to approve or disapprove within thirty (30) days after plans and specifications have been submitted to it, or in any event, if no suit to enjoin the construction has been commenced prior to the completion thereof, approval will not be required and the related covenants shall be deemed to have been fully complied with.

11. ARCHITECTURAL CONTROL:

No building shall be erected, constructed, placed, altered (by addition or deletion), maintained, or permitted to remain on any portion of the properties until plans and specifications in detail showing the location of the structure, and complete plan of septic system showing the relation to the lot lines and water lines have been approved by the Architectural Control Committee (ACC).

11.01 **Basis of Approval:** Approval of plans and specifications shall be based, among other things, on adequacy of site dimension, structural design, conformity, and harmony of external design and location with neighboring structures and sites, relation of finished grades and elevation to neighboring sites, and conformity to both the specific and general intent of this Declaration.

All structural, architectural changes, improvements and new structures must be submitted in writing, containing all the materials and information to the ACC and include the following information:

- A1. Description of the project, including the height, width, length, size, shape, color (provide color sample), materials, and exact location of the proposed improvement.
- A2. A drawing to scale or measurement on a site plan showing location of new structure in conjunction with any existing structures.
- A3. If the alteration affects the existing drainage pattern, the proposed drainage pattern must be included
- A4. The applicant shall be informed in writing of the Architectural Committee's decision

BOOK 1556 PAGE 0298

A5. If the applicant fails to receive a reply within thirty (30) days, the request shall be considered to have been approved, if in compliance with this document and architectural guidelines.

Definition of "Improvement": Improvement shall mean and include all buildings, and roofed structures, parking areas, driveways, fences, walls, swimming pools, solar energy products, changes in any exterior color or shape, and any new exterior construction or exterior improvement which may not be included in any of the foregoing. It does not include normal replacement or repair which does not change exterior colors or exterior appearances. It does include both original improvements and all later changes and improvements.

- 11.02 No structure shall be used until the exterior thereof and sanitary disposal facilities are completely finished. No structure of a temporary character, mobile/manufactured home, modular home, trailer, tent, shack, garage, barn or other outbuilding or structure shall be used on any parcel at any time as a residence.
- 11.03 The ACC may, however, grant permission in writing for lot owner to maintain a travel trailer or camper on the lot for short periods of time during construction and/or remodeling of a dwelling.
- 11.04 No dwelling shall be located on any lot nearer than twenty feet (20') to any exterior lot line (i.e., any street) nor nearer than five feet (5') to any interior lot line.

12. DWELLING SIZE:

No residence shall have less than 1,000 square feet of heated floor area on the residential structures, exclusive of open porches, screen porches, patios, garages, and other outbuildings. If one structure is constructed on a home site consisting of more than one lot, the combined area shall (for this purpose) be considered as one lot.

13. ANIMALS:

No exotic animals, naturally undomesticated animals, reptiles, swine, poultry, birds or other livestock of any kind shall be raised, bred or kept on any lot, except that dogs, cats or other household pets of the domestic variety may be kept provided they are not kept, bred or maintained for commercial purposes and provided no more than four (4) such animals is kept at each residence. Students raising small caged animals for FFA or 4H projects may apply to the board for a special short-term exemption to this rule.

The foregoing limitation on the number of pets shall not apply to hamsters, small birds, fish or other constantly caged animals, nor shall it apply to require the removal of any litter born to a permitted pet prior to the time that the animals in such litter are three (3) months old. Horses, ponies, goats, sheep, hogs, pigs, monkeys, chickens, ducks, peacocks, pigeons, and guinea fowl shall not be deemed as household pets and are expressly prohibited. Pets should be confined (not tethered) to your own property at all times and on a leash when walking within the subdivision. Animals are not permitted to roam freely. At all times, owners of pets must be able to exhibit proof of current rabies and/or all other appropriate vaccinations from a licensed veterinarian.

14. NUISANCES:

Under no conditions shall any noxious, illegal or offensive activity be carried on upon any portion of the Property, nor shall any substance, thing, or material be kept upon any portion of the Property that will emit foul or obnoxious odors, cause any noise, danger or other conditions that will or might disturb occupants of surrounding property. Nor shall anything be done thereon which may or might become a nuisance to the neighborhood. Nuisances to include the following but are not limited to the following:

- 14.01 The use or discharge of firearms or fireworks is expressly prohibited within this subdivision.
- 14.02 Off-road vehicles, dirt bikes, mini-bikes, motorcycles, go-carts, four-wheelers, etc. are prohibited on the roads for pleasure riding.
- 14.03 No large uncontrolled or unsupervised fires shall be permitted on any said lot.
- 14.04 No animals of any type shall be a nuisance and/or run freely through the neighborhood.
- 14.05 No noise or other condition that will or might disturb the peace, quiet, safety, comfort or serenity of occupants of surrounding area. (Quite time is considered 10:00 pm 8:00 am)

15. TRASH DISPOSAL:

Garbage and trash or other refuse accumulated in the subdivision shall not be permitted to be dumped at any place upon adjoining land where a nuisance to any resident of this subdivision is or may be created. 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.

16. ARCHITECTURAL RESTRICTIONS:

- **POOLS.** Small kiddie pools are permitted for temporary use. All swimming pools must be approved in advance by the Architectural Control Committee. Swimming pools must be filled by an outside water source, fenced, locked at all times and must conform to legal and safety requirements.
- **ROOFING MATERIALS.** Acceptable roofing materials are composition shingles, tile, or metal (corrugated tin is unacceptable on any structure).
- 16.03 **WINDOW AIR CONDITIONERS OR HEATERS.** No window or wall type air conditioners or heaters shall be visible from the front of the residence.

17. MAINTENANCE OF LOTS AND DWELLING UNITS BY OWNER:

Duty of Maintenance. The owner of each lot shall, at the owner's sole cost and expense, keep the owner's lot, dwelling, garages, and other outbuildings in a well-maintained, safe, clean, sanitary, and attractive condition. Such maintenance includes, but is not limited to the following:

- 17.01 All lots, dwellings, and structures must be kept in a tidy manner and maintained in such manner as to prevent them from becoming unsightly by reason of unattractive growth on such lot or the accumulation of rubbish or debris thereon.
- 17.02 No unsightly storage shall be permitted that is visible from the road. No inoperable vehicles or unsightly vehicles shall be stored of kept for the purpose of repair on any lot or drive, except in enclosed garages or storage facilities protected from the view of the public or other residences of the subdivision.
- 17.03 Mowing grass and maintaining yard on a regular basis
- 17.04 Prompt removal of all litter, trash, refuse, and waste
- 17.05 Repairing and painting of the exterior due to aging or damages caused by weather (structures to include main dwelling, and/or any other free standing structures/buildings).

Failure to do so will result in the maintenance of said lot and/or removal of the herein described items by the Property Owners Association in which event a proper charge for same will be levied and collected. The Property Owners Association shall make the final determination as to what is untidy, a nuisance, and/or unsightly for all lots, dwellings, and structures in the subdivision.

18. HOMEOWNER'S ASSOCIATION:

- A. **Membership.** Any person upon becoming an Owner shall automatically become a Member of the Association. Membership shall be appurtenant to and shall run with the property interest, which qualifies the Owner thereof for membership, and membership may not be severed from, or in any way transferred, pledged, mortgaged or alienated except together with title to the said property interest.
- B. **Voting Rights.** Each Owner or Owners of the residence or estate being entitled to one vote per residence or estate who are voting in person at the annual meeting. Any number of lots that have been consolidated as a residence or an estate are considered one (1) lot. Any owner delinquent in payment of any assessment is only eligible to vote for the election of the board members at the annual meeting.

19. ASSESSMENTS FOR MAINTENANCE:

A. Purpose of Assessment:

In order to assure continued and perpetual maintenance, on a fair and equitable basis, all lots purchased are subject to, and all lot purchases agree to, the following method and procedure of assessment for maintenance funds: All lots sold in the subdivision are subject to an annual assessment per estate for maintenance of water well system, roads and other community facilities, to be paid to the Property Owners Association, and the same to be secured by a vendor's lien upon said property. Delinquent payments shall bear interest at the rate of eighteen percent (18%) per annum, until paid. The Property Owners Association shall apply the total funds arising from assessments toward the payment of expenses incurred for any and all of the following purposes: promoting the safety and welfare of the residents of the property, and in particular for the operation and maintenance of the central water system, constructing, improving and maintaining roads, recreational facilities, road frontage fences, other public areas, insurance, and payment of legal fees incurred in connection with enforcement of restrictions, employing watchmen, and doing any other things necessary or desirable in the opinion of the Property Owners Association to keep the subdivision neat, healthy, safe and in good order. It is understood that the judgment of the Property Owners Association in the expenditure of said funds shall be final as long as such judgment is exercised in good faith.

B. Maximum Annual Assessment Increase:

The annual assessment may be increased to an amount not greater than twenty percent (20%) of the annual assessment for the previous year by an affirmative vote of the majority of the Owners of lots in attendance at the annual meeting in which they are proposed.

C. Special Assessments for Capital Improvements:

In addition to the annual assessments authorized above, the Association may levy, in any assessment year, a special assessment applicable to that year only for the purpose of defraying, in whole or in part, the cost of any construction, reconstruction, repair or replacement of a capital improvement upon the Common Area, including fixtures and personal property thereto provided that such assessment shall have the consent of two-thirds (2/3) of the votes of the Owners of lots in the Properties who are voting in person or by proxy at a meeting duly called for this purpose.

D. Effect of Nonpayment of Assessments: Remedies of the Association

Any assessment not paid with thirty (30) days after the due date shall bear interest from the due date until paid at the lesser of the highest rate allowed by law or eighteen (18) percent per annum. The Association may bring action at law against the Owner personally obligated to pay the assessment, late fees, attorney's fees, interest and costs as necessary for collection or foreclose the lien against the Lot involved. No owner may waive or otherwise escape liability for the assessments provided for herein by nonuse of the common area, if any, or abandonment of his Lot.

E. Subordination of the Lien to Mortgages:

The lien of the assessments provided for herein shall be subordinate to the lien of any first mortgage, subordinate mortgage for home or other improvements, or home equity mortgage, existing at any time upon the particular Lot involved. Sale or transfer of any Lot pursuant to mortgage foreclosure, (whether by exercise of power of sale of otherwise) of any proceeding in lieu thereof, shall extinguish the lien of such assessments as to payments which became due prior to such sale or transfer. No sale or transfer shall relieve such Lot from liability for any assessments thereafter becoming due or from the lien thereof, but such lien shall exist as, and constitute, a separate and distinct charge and lien on such Lot.

20. ENFORCEMENT:

The Property Owners Association shall have the right to enforce, by any proceeding at law or in equity, all restrictions, conditions, covenants, reservations, liens and charges now or hereafter imposed by the provisions of this declaration. Failure by the Association to enforce any covenant or restriction herein contained shall in no event be deemed a waiver of the right to do so thereafter.

21. NOTICES:

Any notice required to be sent to any Owner under these Restrictive Covenants shall be deemed to have been properly sent when mailed, postage prepaid, registered or certified mail, return receipt requested, to the last known address of the person who appears as Owner in the records of the Washington County Central Appraisal District Office (or the Washington County Tax Collectors Office) at the time of such mailing.

22. GENERAL PROVISIONS:

- 22.01 Invalidation of any one or any part of these Restrictive Covenants by judgment or court order shall not affect any of the other provisions or parts of provisions which shall remain in full force and effect.
- 22.02 The singular, wherever used herein, shall be construed to mean the plural where applicable, the pronouns of any gender shall include the other gender, and the necessary grammatical changes required to make the provisions hereof applicable to individuals, corporations, trusts, partnerships, or other entities shall in all cases be assumed as though in each case fully expressed
- 22.03 If these Restrictive Covenants or any word, clause, sentence, paragraph or other part thereof shall be susceptible to more than one or conflicting interpretations, then the general purpose and objective of the these Restrictive Covenants shall govern.
- 22.04 If any punctuation, word, clause, sentence or provision necessary to give meaning, validity or effect to any word, clause, sentence or provision appearing in these Restrictive Covenants shall be omitted here from, then it is here by declared that such omission was unintentional and that the omitted punctuation, word, clause, sentence or provision shall be supplied by inference.
- 22.05 Any notice required to be sent to any Member or Owner under these Restrictive Covenants shall be deemed to have been properly sent when mailed, postage prepaid, registered or certified mail, return receipt requested, to the last know address of the person who appears as Member or Owner, as they may be on the records of the Association at the time of such mailing.

- 22.06 The invalidation of any one or more of the covenants, restrictions, conditions, or provisions contained in these Restrictive Covenants, or any part thereof, shall not affect any of the together covenants, restrictions, conditions, or provisions hereof, which shall remain in full force and effect.
- 22.07 In the event the approval or consent of the Board, Association, or Architectural Control Committee is required under these Restrictive Covenants, such approval or consent must be obtained in writing to be effective unless expressly provided to the contrary herein.

EXECUTED THIS 23rd day of September, 2016

RUSSELL HILL - PRESIDENT LAKE FOREST PROPERTY OWNERS ASSOCIATION

By: Bothalli

Russell Hill - President

STATE OF TEXAS

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COUNTY OF WASHINGTON

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This instrument was acknowledged before me on this the _______ day of September, 2016 by Russell Hill, President of Lake Forest Home Owners Association.



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Lake Forest Restrictions and Covenants

14 of 14

STATE OF THEY AR.
COUNTY OF WASHINGTON

I hereby certify that this instrument was FILED on the date and at the time affixed hereon by me and was duly RECORDED in the volume and page of the OFFICIAL RECORDS of Washington County, Texas, as siamped hereon by me on

SEP 2 7 2016 Beth Rothermel, County Clerk Washington County, Texas WASHINGTON COUNTY TEXAS

2016 SEP 26 A 9 17

BOTH A. BHANNEL WASHINGTON COUNTY CLERK