

VOL. 1029 PAGE 570  
DEDICATION OF RESTRICTIONS

THE STATE OF TEXAS

KNOWN ALL MEN BY THESE PRESENTS:

COUNTY OF MONTGOMERY

Whereas, Lake Creek Ranchettes, Section 7, a community of homeowners and land owners described as approximately two and a half acres (2 ½) to approximately five acre (5) tracts. All said properties within the subdivision of Lake Creek Ranchettes, Section 7 (See Exhibit A), are individually owned.

Whereas, Lake Creek Ranchettes, Section 7, in its desire to keep the development of said real property for the mutual benefit and pleasure of the property owners for the protection of such property value therein, desires to place on and against property certain protective and restrictive covenants regarding the use thereof.

Now, therefore, known all persons by these presents, that the Home Owners Association of Lake Creek Ranchettes, Section 7, does make and file the following declarations, reservations, protective covenants, limitations, conditions and restrictions regarding the use and/or improvements on the tracts located within the Lake Creeks Ranchettes subdivision including the dedicated roads, avenues, streets, and waterways therein as follows:

**1. BUILDING PERMITS AND ARCHITECTURAL CONTROL**

No building or other improvements, including but not limited to, landscaping, walls, fences, or hedges shall be erected, placed, replaced, relocated, and/ or altered in any way, after original construction on any tract is complete until the construction, plans and specifications, and a plot plan showing the location of the structure or improvements has been submitted to and approved by the Architectural Control Committee or its assignee as hereinafter provided. The Architectural Control Committee will consider (among other things) the structure or improvement's use, compliance with these restrictions, quality of workmanship and materials, harmony of external design with existing structures, and location with respect to topography and finished grade elevations. Once approved, any changes to an approved design **MUST** be resubmitted to the Architectural Control Committee for additional approval **BEFORE** the changes are implemented. The Architectural Control Committee's approval or disapproval, as required herein shall be in writing. The Architectural Control Committee is composed of three (3) members, who are volunteers and owners of said property of Lake Creek Ranchettes, Section 7. In the event of death or resignation of any member of the committee, the remaining members shall have full authority to delegate a successor. Neither the members of the committee nor its representative shall be entitled to any compensation for services performed pursuant to this covenant. In the event the Architectural Control Committee fails to approve or disapprove within thirty (30) days, in writing, after receipt of the required documents, approval will not be required and the related covenants set out herein shall be deemed to have been fully satisfied. The Architectural Control Committee, at its sole discretion, is hereby permitted to approve deviations in location where, in its judgment, such deviation will result in a more beneficial use. Such approval must be granted in writing and when given will become part of these restrictions. The Architectural Control Committee may assign to a Property Owner's Association, if one is formed, any and all rights reserved to the Architectural Control Committee hereunder. The owner of any tract will be individually responsible for the installation of water wells and aerobic systems on his tract, and the water

wells or aerobic systems must meet the applicable federal, state or local jurisdictional restrictions.

2. All tracts within EXHIBIT "A" unless otherwise designated shall be known and designated as "residential tracts" and shall be used for residential purposes only, and shall be subject to the following restrictions, reservations, covenants, limitations and conditions:
  - A. USE. No dwelling shall be erected, altered, placed or permitted to remain on any of said tracts other than a single residence, designated and constructed for use by a single family, or constructed and designed for such as servants' quarters, or in-laws quarters and proper for the use and occupancy of said residents as a single family dwelling, nor shall any residence constructed thereon be converted into or thereafter used as a duplex apartment house or any other form of multiple family dwelling, nor shall any residence or combination of residences on separate tracts be advertised for use or used as hotels, tourist cottages, or it's places of abode for transient persons. Barns, second garages, utility buildings, and well pump buildings must be suitable and approved by the Architectural Control Committee. No trees shall be removed or cut down from any lot without the prior written consent of the current landowner or the rightful holder of title.
    - (1) No dwelling shall be erected on any tract within EXHIBIT "A" unless the same shall have an exterior area of not less than 1,800 square feet. Said square footage, as set forth herein and hereafter shall be exclusive of any attached garages, porches, servant's quarters, in-law quarters or other appendages.
    - (2) No building or structure shall be occupied or used in any way until the approved exterior thereof is completely finished.
    - (3) In the event, any tract conveyed within EXHIBIT "A" is subdivided for resale, these tracts cannot be divided into less than two and a half (2 ½) acre tracts. All, tracts, including any subdivided tracts, must have road frontage and access and egress to the roadway. Should any tract by: Court decree, conveyance by owner, perfection of limitation claim or any other action of law create a tract with less than two and a half (2 ½) acres, the Architectural Control Committee shall be imposed with the duty of summarily denying any request to build upon said tract.
    - (4) All driveways, roadways, tennis courts, and other construction projects requiring clearing or grading shall be presented to the Architectural Control Committee for approval. After approval is granted, property owner shall have one hundred twenty (120) days to complete the approved project according to the specifications and plans submitted and approved by the Architectural Control Committee.
    - (5) Except as may be authorized in writing by the Architectural Control Committee or its assigns, no building shall be located nearer to the front Tract line than seventy-five feet (75'), (i.e., that property lines juxtaposed to a dedicated street) nor nearer the side street than fifty feet (50'), nor nearer than twenty five feet (25') to any side tract line, except that the slab or foundations for a garage only may not be nearer to any side tract line than ten feet (10'). Overhang of the walls and roofs of such buildings shall be permitted so long as such overhang does not extend out more than two feet (2') from the slab or foundation. The Architectural Control Committee may grant variances to such building setback lines which, in its sole judgment, will result in a more beneficial use of the property. Except as may be authorized in writing by the Architectural

Control Committee, all improvements for construction shall be constructed to front on the street upon which the site faces, and each corner site shall face on the street on which it has the smallest frontage; provided that garages on corner tracts may face the street if specifically approved by the Architectural Control Committee. No walls or any other detached structure shall be erected or maintained on any part of any tract forward of the front building line. For the purposes of this covenant, unless otherwise provided for herein, eaves, steps, and unroofed terraces shall not be considered as part of a building, provided however, that this shall not be construed to permit any portion of the construction on one tract to encroach upon another tract.

(6) In no event shall any residential tract be used for any business purpose.

(7) All residences in Lake Creek Ranchettes, Section 7, are to have at least a two car enclosed garage or two car detached garage. Any other type of garage or building must be approved by the Architectural Control Committee.

B. **CONSTRUCTION:** All exterior construction materials shall be approved by the Architectural Control Committee. No concrete blocks shall be used in said construction and all buildings shall be built on a slab or solid concrete foundation such as pier and beam or beam foundation. In no event shall any pre-existing, previously lived in, or prefabricated structure (i.e. old house or building) be moved on any tract or tracts in said subdivision. The exterior construction of any kind and character, be it the primary residence, garage, porches, or appendages thereto, shall be completed within six (6) months after the foundation has been poured.

C. **BOATS AND TRAILERS:** No boats or trailers shall be permitted to be placed in front of any residential building.

3. **GARBAGE AND TRASH DISPOSAL:**

Garbage and trash shall be disposed of at least once a week. No tract may be used or maintained as a dumping ground for rubbish, trash, garbage or other waste. All garbage or trash accumulated from day to day shall be kept in covered sanitary containers. All incinerators or other equipment for storage or disposal of such materials shall be kept in a clean and sanitary condition and not visible from any road or right-of-way.

4. **NUISANCES:**

No noxious or offensive trade or illegal activity shall be carried on or maintained on any tract in said subdivision, nor shall anything be done thereon which may be or become a nuisance in the neighborhood. A nuisance shall include but not limited to: any motor vehicle not properly licensed by the State of Texas, junk or wrecking yards, automobiles, trucks or other vehicles for parts.

5. **TEMPORARY STRUCTURES AND RESIDENCES:**

No mobile home (i.e. manufactured or prefabricated home), trailer, tent, shack, barn, or other outbuilding or structure shall be moved onto a tract in this subdivision nor shall any garage or other outbuilding be used as a temporary or permanent residence in this subdivision. A portable storage building up to 250 square feet can be allowed providing it is behind the house building set back line (i.e. not closer to the frontage road than the existing home) and approved by the Architectural Control Committee. It must be maintained and in a neat and

orderly appearance. The building may be used as storage only and shall not be converted into a living space.

**6. ANIMALS:**

No more than one horse or one cow may be kept per acre. Temporary exception may be given, for a set period of time, for livestock that are approved and documented FFA or 4-H projects. Large animal fencing may be constructed of, *but not limited to*, wood, stone, or wrought iron. Barb wire and electric fencing may be used only to supplement other fencing (with safety precautions). In any case, all fencing must be approved by the Architectural Control Committee. Adequate fences shall be maintained for any animals in order to prevent their trespassing onto other tracts. Quarters and shelters for any animals shall be built (after approval from the Architectural Control Committee) and kept in a neat, orderly, and sanitary manner. All animal waste material must be disposed of in a healthful and sanitary manner and all applicable health regulations must be strictly complied with by the owner. No animal shall be kept on the lot which results in an annoyance to or is obnoxious to the residents in the vicinity.

**7. UTILITY EASEMENTS:**

For the benefit of Lake Creek Ranchettes, Section 7, or its assigns, and the owners of tracts dedicated within EXHIBIT "A", a utility easement of ten (10) feet shall exist adjacent to all streets to allow for the future construction, repair, maintenance and operation of a system or systems of electric light, power, telephone lines, gas, water, sanitary sewers, storm sewers or any other utility or service which Lake Creek Ranchettes, Section 7, may find necessary or proper.

Title conveyed to any tract within EXHIBIT "A" shall not be construed to include the title to any appurtenances or facilities constructed upon, under, along, across or through such public utility easements. Neither Lake Creek Ranchettes, Section 7, nor its assigns or successors or any utility company using such utility easements shall be liable for any damage done by such parties, their agents or employees to trees, shrubbery, flowers or other property of any owner situated on land covered by said utility easements.

**8. FENCES AND PLANTS:**

Perimeter fencing may be constructed of wood, stone or wrought iron with the approval of the Architectural Control Committee. Chain link fencing may be used to secure the backyard but must not go beyond the side building lines of the home or be visible from the frontage road. Chain link fences may not be used for the perimeter of the property. All types of fences must be kept in a neat and presentable appearance at all times.

Planting of flowers and other small vegetation within the confines of current landscaping in front of the house or flowerbeds and garden areas behind or on the sides of the house do not require approval of the Architectural Control Committee. However, any plantings that hide the property or portion thereof from view require the approval of the Architectural Control Committee.

**9. SIGNS:**

No signs of any kind shall be displayed to the public view on any tract or tracts except one sign of not more than five (5) square feet advertising the property for sale, or signs by a builder to advertise the property during the construction and sales period.

**10. MAINTENANCE ASSESSMENTS:**

Lake Creek Ranchettes, Section 7, Homeowner's Association, imposes on each residential tract or parcel of land (save and except those tracts designated as "Reserve Tracts") owned within the properties hereby covenants that each owner of any tract by acceptance of a deed thereof whether or not it shall be so expressed in such deed is deemed to covenant and agree to pay to Lake Creek Ranchettes, Section 7, or its assigns annual assessments or charges to be established and collected as hereinafter provided. The annual assessments, together with interest, costs and reasonable attorney's fees, shall be a charge on the land, and shall be a lien upon the property against which each such assessment is made. Each such assessment, together with interest, cost, and reasonable attorney's fees shall also be the personal obligation of the person who was the owner of such tract at the time the assessment came due. Appropriate recitations in the deed conveying each residential tract by metes and bounds description will evidence the retention of a vendor's lien by Lake Creek Ranchettes, Section 7, Homeowner's Association, for the purpose of securing payment of said charge.

**11. PURPOSE OF ASSESSMENTS:**

The assessments levied by Lake Creek Ranchettes, Section 7, Homeowner's Association, or its assigns shall be used exclusively to promote the recreation, health, safety and welfare of residents of the properties and for the good of the community. Permissible uses of the assessments levied by Lake Creek Ranchettes, Section 7, Homeowner's Association, or its assigns shall include but not be limited to the payment for maintenance or installation of streets, roads, highways, electrical power for street lights, replacing culverts, grass cutting of roadway easement, the employment of policemen, watchmen, or other security personnel, and the payment of legal fees incurred in connection with the enforcement of all recorded charges and maintenance assessments, restrictions, covenants and conditions affecting said property to which the maintenance fund herein described applies.

**12. MAXIMUM ANNUAL ASSESSMENT:**

Until January of the year immediately following the conveyance of the first tract to an owner, the maximum annual assessment shall be Eighty Eight (\$ 88.00) Dollars per tract.

- (a) From and after January 1 of the year immediately following the conveyance of the first tract to any owner, the maximum annual assessment may be increased each year not more than three percent (3.0%) above the maximum assessment for the previous year without a vote of the membership.
- (b) From and after January 1 of the year following the conveyance of the first lot to an owner, the maximum annual assessment may be increased above the three percent (3.0%) by a vote of two-thirds (2/3) of the membership who are voting in person or by proxy, at a meeting duly called for this purpose.

**13. RATE OF ASSESSMENT:**

All tracts shall commence to bear the applicable maintenance fund assessments simultaneously except those tracts owned by LAND LOCATORS OF TEXAS, INC., which inventory is exempt from assessment. Tracts which are owned or occupied by residents shall be subject to annual assessments, determined by the Board of Directors (according to Paragraphs 11, 12, and 13). Any and all interest, costs and reasonable attorney's fees incurred in the satisfaction of unpaid assessments shall be a personal obligation of owner.

**14. DATE OF COMMENCEMENT OF ANNUAL ASSESSMENTS:**

The annual assessments provided for herein shall commence as to all tracts on the first day of the month following the conveyance of a tract to an owner. The first annual assessment shall be adjusted according to the number of months remaining in the calendar year.

Lake Creek Ranchettes, Section 7, or its assigns shall fix the amount of annual assessment against each tract at least thirty (30) days in advance of each annual assessment period. A written statement of assessment shall be sent to every owner subject thereto or to the owner's designee, or to the mortgage company holding a first lien on the tract if the owner has notified Lake Creek Ranchettes, Section 7, Homeowner's Association in writing that the assessments are to be paid out of escrow funds established and collected by said mortgage company for the purpose of paying the assessments. Said written statement of assessment shall state (1) The amount of the assessments against the tract stated in terms of the total due and owing on the assessments and (2) that unless the owner shall pay the assessment within thirty (30) days following the date for such payment specified in the statement, the same shall be deemed delinquent and will bear interest at the rate of ten (10%) percent per annum on the unpaid portion of the assessment until paid. Upon written request by the owner or lien holder a written certificate stating all assessments and charges (including interest and costs, if any) are due and payable as of the date of the certificate. Lake Creek Ranchettes, Section 7, may make a reasonable charge for the issuance of such certificate. Any such certificate, when duly issued as herein provided, shall be conclusive and binding with regard to any matter herein stated as between Lake Creek Ranchettes, Section 7, Homeowner's Association, and any bona fide purchaser, or lender, on the lot specified in such certificate.

**15. EFFECT OF NON-PAYMENT OF ASSESSMENTS AND REMEDIES OF LAKE CREEK RANCHETTES, SECTION 7, HOMEOWNER'S ASSOCIATION, OR ITS ASSIGNS:**

Any assessment not paid within thirty (30) days after the due date shall bear interest from the due date at the rate of ten (10%) percent per annum. In addition to the right to sue the owner individually, Lake Creek Ranchettes, Section 7, Homeowner's Association, or its assigns, shall have the right to enforce its lien to the same extent, including a foreclosure sale and deficiency decree, and (to the extent the appropriate court will accept jurisdiction, subject to the same procedures, as in the case of mortgages or deeds of trust under the applicable law), and the amount due thereon, as well as the cost of such proceedings, including reasonable attorney's fees and interest. No owner may waive or otherwise escape liability for the assessments provided for herein by non-use of any Common Area or abandonment of his or tract.

**16. SUBORDINATION OF LIEN**

The vendor's lien, reserved herein as security for the payment of the annual and special assessments set out herein, shall be subject, subordinate, inferior and secondary to all liens, mortgages and encumbrances, whether now or hereafter existing (1) given to secure the payment of the purchase price of all or any part of the real property (or any improvements thereon), comprising tracts within EXHIBIT "A" (2) given to secure the payment of all amounts due or to become due under and by virtue of any contract, now or hereafter executed, for the construction, addition or repair of any improvements now or hereinafter situated upon all or any part of the real property comprising tracts within EXHIBIT "A"

The giving of thirty (30) days written notice to the holder of all outstanding indebtedness secured by a lien, mortgage or encumbrance made superior hereby of any proposed proceedings (judicial or otherwise) shall be a condition precedent to any such enforcement. The notice herein required shall be sent by registered or certified mail, return receipt requested, with all postage prepaid to said holders and shall include a statement of the

assessments, the nonpayment of which is the basis of said proposed proceedings. The sale or transfer or mortgage foreclosure of any tract shall not affect the assessment lien.

**17. ENFORCEMENT:**

Lake Creek Ranchettes, Section 7, Homeowner's Association or any owner shall have the right to enforce by any proceeding at law or in equity all restrictions, conditions, covenants, reservations, liens and charges now or thereafter imposed by the provisions of these deed restrictions. Failure by Lake Creek Ranchettes, Section 7, Homeowner's Association, or its assigns, or the owner to enforce any covenant or restriction herein shall in no event be deemed a waiver of the right to do so thereafter.

**18. SEVERABILITY:**

Invalidation of any one of these covenants or restrictions by judgment or court order shall in no way effect any other provisions which shall remain in full force and effect.

**19. ANNEXATION:**

Annual assessments for annexed areas should commence as to all lots on the first day of the month following conveyance of the first property to an owner-occupant. It also shall be a condition precedent, to the provisions of this paragraph, becoming in any way effective and enforceable, that appropriate reference to this paragraph be made in the restrictive covenants imposed upon any such additional section thereby adopting the provisions of this instrument to the end that the restrictions and maintenance charge imposed on all sections be construed and administered collectively and in harmony with each other.

**20. DURATION OF RESTRICTIONS:**

These restrictions shall remain in full force and effect unless the owners of a majority of the tracts in the subdivision shall, by instrument in writing duly placed of record, elect to amend, modify, or terminate these restrictions and the force and effect thereof.

**21. MISCELLANEOUS PROVISIONS:**

All covenants and restrictions are for the benefit of the entire subdivision, and shall be binding upon the purchaser, his successors, heirs and assigns.

All of the restrictions, easements and reservations herein provided and adopted within EXHIBIT "A" shall apply to each and every tract therein and shall be taken and deemed as covenants running with the land, and when such tracts are conveyed and the same shall be conveyed subject to such restrictions and reservations herein, and tracts with such reservations, easements, restrictions, etc., may be referred to by reference to the Volume and Page Number assigned to the first page of these restrictive covenants; but shall also include all of the sequential pages of those restrictions recorded Montgomery County, Texas, and any such deed or conveyance to any tract or tracts out of EXHIBIT "A" shall be of 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.

Being 510.519 acres out of a Frank R. McWhorter and Thomas O. McWhorter 1063.90 acre tract, T. J. Nichols Survey, A-397, Montgomery County, Texas, said 1063.90 acre tract being described and recorded in Volume 827, Page 595, of Montgomery County Deed Records, said 510.519 acre tract being more particularly described as follows:

BEGINNING at a 2 1/2" iron pipe for corner being in the North line of F.M. 1488 and in the East line of the Cyrus Wickson Survey, A-600, and in the West line of the T. J. Nichols Survey,

Thence North 01°31'56" West, 4869.05 feet along the West line of T. J. Nichols Survey to a 1" iron pipe,

Thence North 01°18'27" West, 2482.35 feet along the West line of T. J. Nichols Survey to an iron rod for Northwest corner,

Thence South 84°10'43" East, 6518.87 feet to an iron rod for corner,

Thence South 15°32'47" West, 1779.73 feet to a point,

Thence South 63°45'28" West, 1135.51 feet to a point,

Thence South 89°22'41" West, 305.34 feet to a point,

Thence South 63°54'48" West, 720.87 feet to a point,

Thence North 45°56'18" West, 1350.85 feet to a point,

Thence North 89°14'55" West, 295.16 feet to a point,

Thence South 48°30'05" West, 1320.20 feet to a point,

Thence South 00°45'05" West, 295.16 feet to a point,

Thence South 65°24'03" East, 1318.68 feet to a point,

Thence South 23°46'46" East, 361.91 feet to a point,

Thence South 66°11'46" West, 283.23 feet to a point,

Thence South 66°42'34" West, 712.75 feet to a point,

Thence South 67°03'16" West, 368.26 feet to a point,

Thence South 65°49'25" West, 359.75 feet to a point,

Thence South 66°03'44" West, 385.60 feet to a point,

Thence South 65°49'24" West, 64.30 feet to a point,

Thence South 01°48'02" East, 2155.93 feet to a point in the North line of F.M. 1488,

Thence South 88°54'05" West, 1012.30 feet along the North line of F.M. 1488 to the POINT OF BEGINNING.

*Return to: Land Locator of Texas, Inc.  
2800 North Loop West, Suite 404  
Houston, Texas 77092*

FILED FOR RECORD  
AT 3 O'CLOCK PM

NOV 28 1977

ROY HARRIS, Clerk  
County Court, Montgomery Co. Tex.  
By *William C. Wilson* Deputy

ORIGINAL DIM



**AFFIDAVIT**

STATE OF TEXAS           §  
  §  
COUNTY OF MONTGOMERY   §

Before me, the undersigned notary, on this day personally appeared *Charles F Glover*, *Mary Harrison*, and *Barbara Singletary*, whose identities are known to me. After I administered an oath to them, upon their oath they affirmed that the attached Deed Restrictions of Lake Creek Ranchettes, Section 7 were adopted and affirmed by them in their capacity as the duly elected board of Lake Creek Ranchettes, Section 7 on *February 20, 2010*.

*Charles F. Glover*  
BOARD MEMBER NAME  
*Mary Anne Redman Hawn*  
BOARD MEMBER NAME  
*Barbara Singletary*  
BOARD MEMBER NAME

SUBSCRIBED AND SWORN TO BEFORE ME on the 20<sup>th</sup> day of Febr, 2010, to certify which witness my hand and seal.



*Rebecca L Conner*  
Notary Public in and for the State of Texas