

9843430

395-00-0116

N/

**Restrictions**

**Flamingo Lakes Subdivision**

**Montgomery County, Texas**

It is agreed between the lot owners hereto that the conveyance of said premises shall be made subject to the following terms, conditions, covenants and restrictions as follows,

to-wit:

1. All of the lots in said Subdivision are hereby designated as residential lots and shall be used for residential purposes only, and no business shall be operated thereon nor shall said premises be used for any type of commercial purpose, save and except lot ABC.
2. All residences located on said premises must be provided with a septic tank or a similar disposal plant of that nature, together with drain fields and adequate field lines. No outside or pit toilets shall be built, kept, or used on said premises.
3. No trash, garbage or other disposal matter shall be deposited or stored on said premises or in the lake, and all garbage, trash and other disposal matter as a result of the use of the premises shall be promptly burned, hauled away or buried.
4. All roads described on the map or plat of said Subdivision shall remain private roads and are hereby dedicated for the use of all the occupants of said Subdivision.
5. The land encircling and adjoining the lake is hereby dedicated for the use and benefit of all the lot owners of said Subdivision.
6. The lake, as described on the map or plat of said Subdivision, is hereby dedicated for the use and benefit of the lot owners of said Subdivision, their immediate families, and guests only when accompanying them.
7. All parties using said lake, swimming pool, parks, shall so use it at their own risk and benefit, and owner herein expressly does not assume any liability by reason of the use of said lake, swimming pool, and parks.
8. No portion of a lot (less than a whole lot) as described on said map or plat of said Subdivision shall ever be sold, assigned or conveyed, nor shall any undivided interest, less than the whole, ever be sold, assigned or conveyed by any lot owner of said premises, unless the purchaser thereof purchases the entire lot. Only one single family residence may be erected on any lot.

PO Box 679  
Montgomery, Tx. 77356

9. No main buildings shall be located on any lot nearer than 50 feet to the front lot line and no building shall be located nearer than 15 feet from any side line or rear lot line.
10. Said Subdivision is expressly made subject to those utility easements as set out on the plat of said Subdivision and Seller is hereby granted the right to grant a utility easement for electrical and electricity purposes along that portion of all said lots which front on the roadways of said Subdivision.
11. The area between lots #29 and 30 and park lot #63 and lot #76 of said Subdivision are hereby dedicated for the use and benefit of the lot owners of said Subdivision and their immediate families and guests only when accompanying them. All parties so using such park areas, including the fishing, swimming, boating of other uses of said lake, shall use same at their own risk and Owner herein does not assume any liability by reason of the use of said park areas and lake by any parties. Said parties so using said park areas and lake shall keep them free of debris, garbage and other disposal matter. It shall be the duty of said owners of lots in said Subdivision to maintain and police said park lots hereby dedicated. Said lot owners are also hereby granted the right to erect boat docks and landing facilities along the shore lines bordering said park areas. Said park areas may also be used as an entrance way to said Subdivision.
12. No firearms of any type shall be discharged on the premises at any time.
13. Speed boats and or boat racing will not be permitted upon the lake at any time. However, outboard motors may be used provided they are the silent type and do not exceed 5 H.P. in size.
14. If the owner of any lot in said Subdivision or any person shall violate any of the covenants, it shall be lawful and proper for any other person or Association owning any real property situated in said Subdivision to prosecute any proceeding at law or in equity against the person or persons violating or attempting to violate any such covenant to prevent him or them from so doing or to recover damages or other dues for such violation.
15. Each and all of said covenants, restrictions and agreements shall be deemed and construed to be continuing and it is expressly agreed and understood that no waiver of any breach of any of the covenants, agreements, restrictions and conditions herein contained shall be construed to be a waiver of any other breach of the same, or other covenants, agreements, restrictions and conditions, nor shall failure to enforce any one of said restrictions either by forfeiture, or otherwise, be construed as a waiver of any other restriction or condition.
16. Invalidation of any one or more of these covenants or restrictions by a Judgment of any Court shall in no wise affect any of the other covenants, restrictions and provisions herein contained, which shall remain in full force and effect.

The Officers and Board of the LOT OWNERS ASSOCIATION OF FLAMINGO LAKES, do hereby adopt the foregoing restrictions to apply to the Subdivision known as FLAMINGO LAKES.

*Fran C. Cutler*

Fran Cutler, President

*Aaron Thomason*

Aaron Thomason, Vice President

*Ruth A. Luker*

Ruth A. Luker, Secretary

*Linda G. Tyler*

Linda Tyler, Director

*Estelle Strickland*

Estelle Strickland, Director

*Ron Guidry*

Ron Guidry, Director

*Pat Robertson*

Pat Robertson, Director

FILED FOR RECORD

98 JUN 15 PM 12: 55

MARK TURNBULL, CO. CLERK  
MONTGOMERY COUNTY, TEXAS

*[Signature]* 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 15 1998



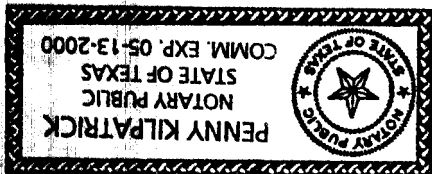
*Mark Turnbull*  
COUNTY CLERK  
MONTGOMERY COUNTY, TEXAS

THE STATE OF TEXAS

COUNTY OF MONTGOMERY

BEFORE ME, the undersigned authority, on this day personally appeared Fran Cutler, known to me to be the person whose name is subscribed to the foregoing instrument and acknowledged to me the he executed the same for the purposes and consideration therein expressed.

GIVEN UNDER MY HAND AND SEAL OF OFFICE,  
this 9th day of JUNE 1998.



*Penny Kilpatrick*  
Notary Public in and for Montgomery County, Texas