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LAKE FOREST FALLS SUBDIVISION
DEED RESTRICTIONS

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AMENDED RESTRICTIONS
FOR
LAKE FOREST FALLS SUBDIVISION

EFFECTIVE MAY 1, 2021

THE STATE OF TEXAS
COUNTY OF MONTGOMERY

KNOW ALL MEN BY
THESE PRESENTS:

THAT WHEREAS, by instrument dated March 8, 1971 and recorded in Volume 731, Pages 181-184, Deed Records of Montgomery County, Texas, Austin B. McComb, Administrator of the Estate of W.P. McComb, Deceased, being the owner of the property covered and affected thereby, did adopt and establish certain reservations, covenants and restrictions (the "Restrictions") affecting that certain lot, tract or parcel of land described as follows, to-wit:

Being all that certain 277.5 acre tract or parcel of land in the MARY CORNER SURVEY, ABSTRACT 9, Montgomery County, Texas, described in Deed from Austin B. McComb, et.al., to W.P. McComb, recorded in Volume 499, Page 13, Deed Records of Montgomery County, Texas, including, but not limited to SOUTH SHORE, SECTION A OF LAKE FOREST FALLS SUBDIVISION, a subdivision in Montgomery County, Texas, as per map or plat of said Subdivision recorded in Volume 7, Page 13, Map Records of Montgomery County, Texas; and

WHEREAS, the provisions of the Restrictions provided that such reservations, covenants and restrictions may be changed and amended by a majority of the then owners of lots in the subdivision at the expiration of twenty (20) years from May 1, 1961, by said majority of the then lot owners filing a written instrument effecting such changes; and

WHEREAS, the Restrictions were properly amended by instrument March 29, 1981, effective May 1, 1981, filed for record with the County Clerk of Montgomery County, Texas under Clerk's File Number 8115621, and recorded under Film Code Number 070-01-1823 to 070-01-1876, of the Real Property Records of Montgomery County, Texas; and

WHEREAS, the Restrictions were again properly amended by instrument dated April 29, 1991, May 1, 1991, and filed for record with the County Clerk of Montgomery County, Texas under Clerk's File Number 9118311 and recorded under Film Code Number 717-01-297 to 717-01-0364, of the Real Property Records of Montgomery County, Texas; and

WHEREAS, the Restrictions were again properly amended by instrument April 29, 2001 effective May 1, 2001 and filed for record with the County Clerk of Montgomery County, Texas under Clerk's File Number 2001-034477 and recorded under Film Code Number 867-00-2009 to 867-00-2016 of the Real Property Records of Montgomery County, Texas; and

WHEREAS, the Restrictions were again properly amended by instrument April 29, 2011 effective May 1, 2011 and filed for record with the County Clerk of Montgomery County, Texas

under Clerk's File Number 2011-063125 and recorded under Film Code Number 149-12-0314 of the Real Property Records of Montgomery County, Texas; and

WHEREAS, the undersigned, constituting a majority of the current owners of lots in said LAKE FOREST FALLS SUBDIVISION, do hereby desire to now amend the Restrictions to be effective as of May 1, 2021; and

WHEREAS, said Restrictions, as amended, provide that the Restrictions may be changed and amended by a majority of the then owners of lots in the Subdivision as therein provided; and

NOW, THEREFORE, we, the undersigned, being a majority of the current owners of the lots in LAKE FOREST FALLS SUBDIVISION, do hereby amend in their entirety the aforesaid Restrictions dated March 22, 2021, so that this instrument shall be in lieu of said Restrictions and the following reservations, covenants, and restrictions shall affect and cover LAKE FOREST FALLS SUBDIVISION, as hereinabove more particularly described:

GENERAL PROVISIONS

1. TERM: These covenants, restrictions and provisions are to run with the land and shall be binding on all parties and persons claiming under them for a period of (10) years from May 1, 2021; after which time said covenants, restrictions and provisions shall automatically extend for successive ten (10) year periods, unless an instrument signed and acknowledged by a majority of the then owners of the lots has been recorded, agreeing to change said covenants in whole or in part at the expiration of any such ten (10) year period.
2. SEVERABILITY: These Restrictions, and each part of any covenant, restriction or provision hereof, shall be severable, in that the invalidation of any such covenant, restriction or provision or part thereof by court judgment or otherwise shall not run to or affect any other provisions hereof, and said other provisions shall remain in full force and effect.
3. ENFORCEMENT:
 - A. Enforcement of these Restrictions shall be by proceedings at law or in equity against any person or parties violating or attempting to violate any restrictions, covenants or provisions hereof, and legal and/or equitable remedy shall lie in restraint of violation and/or in recovery of damages. The right of legal action in enforcement shall accrue to any owner of property in the Subdivision or any claimant thereunder, to any political unit or government authority having jurisdiction in the matter in question, and to LAKE FOREST FALLS, INC. or any other entity charged with the administration of the Subdivision (the "Administration").
 - B. Violations of the Deed Restrictions received by the Deed Restriction Compliance Committee (DRCC) will be addressed as directed by the Board of Directors and in compliance with any applicable statute:
 1. Violations should be reported to the DRCC using the approved and recorded DRCC Procedure or the form on the LFF website.
 2. Violations, continuing for 30 days after written notice is sent to the Lot Owner, are subject to a reasonable monetary fine of not more than \$100.00 per occurrence.
 3. Violations continuing after a fine is assessed are subject to having the violation corrected by the Association, with all costs incurred in correcting the violation accruing to the property owner. The Board of Directors shall have the authority, but not the obligation, to exercise this self-help option for correction of violations, and shall not be held liable in trespass or otherwise as a result of exercising said self-help option.

4. If fines and/or costs of correction of a violation are not paid by the Lot Owner within 30 days of receiving a statement from the Association, said fines and costs shall become part of the assessment account and shall be collected in like manner as assessments.

4. LIENS: The title to each Lot shall be subject to the payment of all assessments and charges due the Association, but such assessments and charges shall be subordinate to a valid purchase money lien. The Association's lien shall not be subordinated to any other valid lien including, but not limited to, that securing a home equity loan or a home improvement loan.
5. EASEMENTS: It is understood and agreed that the easements granted herein are reserved as permanent easements for the purpose set forth in said paragraphs and are not subject to the time limit applicable to other restrictions.
6. RESTRICTIONS: These restrictions, covenants, terms and provisions shall apply to said entire 277.5 acres of land above described (herein referred to as the "Subdivision").
7. ADMINISTRATION: The governing body for the Subdivision will be LAKE FOREST FALLS, INC. by and through an elected Board of Directors (hereinafter referred to as the "Board of Directors"). The Board of Directors will establish and enforce rules, regulations and policies relating to all Subdivision activities to ensure satisfactory living conditions and to promote the safeguarding and enhancement of the properties within the Subdivision and the health, safety and welfare of the residents of the Subdivision. In addition to the powers and authority set out herein, the Association, acting by and through the Board of Directors, shall have all the rights, powers and authority of a "property owners association" under the Texas Property Code.
8. GUIDANCE DOCUMENTS: The Board of Directors of the Association shall have the authority to promulgate Deed Restriction Compliance Committee Procedures, Subdivision Appearance Guidelines, Lake Rules, and LFF Architectural Committee Procedure & Restrictions, and may from time to time amend them as necessary.

RESTRICTIONS

1. All of the lots and tracts in the Subdivision are hereby designated as residential lots and tracts and shall be used for residential purposes only.

Home based business is permitted for sales/services that are provided off-site, including, but not limited to, such activities as house-cleaning services, yard/garden services, make-up sales, and similar activities. Home based offices are permitted for Professional services such as engineers, draftspersons, artist, secretaries, salespersons, research persons and similar activities.

No customers shall regularly visit the premises, and that no more than one commercial vehicle is parked at the residence on a regular basis. No signs advertising the business can be erected anywhere within LAKE FOREST FALLS SUBDIVISION.

2. The Board of Directors must approve the location of all construction above ground level on properties located in the subdivision. Construction must be compliant with existing Lake Forest Falls Architectural Committee Procedures and Restrictions. A drawing (footprint) of the proposed construction site location on a copy of a certified property survey showing the proper building setbacks must be submitted to the Board of Directors for Architectural approval. Construction will not start until written approval is received by the property owner.

Architectural approval will be issued only to those property owner/members who are compliant with all of these Deed Restrictions and the By-Laws and are current on their maintenance dues, fines and any assessments currently in effect. Construction must be in strict accordance with the footprint as submitted and approved. Deviations must require additional Board of Directors approval. The Architectural approval must be displayed at the construction site during all construction. The footprint drawing will remain in the possession of the Board of Directors until completion compliance for the project has been established by the Board of Directors.

- a. All construction must be compliant with the Building Code as adopted by and in effect for the City of Conroe as of the time the above referenced Architectural approval is issued.
- b. If sanitary facilities are not available on site, portable toilets, provided by the contractor or landowner, will be on site and available for construction personnel during construction.
- c. No residence shall be constructed in LAKE FOREST FALLS SUBDIVISION after May 2021 which contains less than 1,000 square feet of floor space under cover, exclusive of garages, porches, decks and other improvements not primarily designed as enclosed living space.

No trailer, mobile home, motor home, RV's, tents, shacks, garages, barns or any structure of a temporary nature or character are to be utilized as a residence.

- d. No buildings shall be constructed closer than ten (10) feet from any interior (side) property line, except on adjacent lots which are owned by the same landowner. Property owners who own adjacent properties and build (including field lines of septic systems) within the 10' setback from the common property line between the two properties may not sell either of the adjacent lots separately. Provided further, that roof structures and/or overhangs and bay and/or sun garden windows not exceeding six (6) feet in width, may extend into said ten (10) foot side setback line referenced above for a distance not to exceed two (2) feet.

e. **Lake Front Properties:**

Residences or any buildings, shall not be set or erected closer than fifty (50) feet from the natural lake shoreline. Open or screened porches, open sided stairs and deck structures may extend into the said fifty (50) foot setback for a distance not to exceed ten (10) feet. Said fifty (50) foot setback shall not apply to boat slips. Solid facing or lattice may be used to enclose structural framing below finished floor line provided such solid facing and/or lattice does not extend beyond five (5) feet above the natural grade of the land.

Further, after May 2021, no residence or any building on lake front properties in LAKE FOREST FALLS SUBDIVISION shall be set or erected closer than 40 feet from the property line adjoining the road on the side opposite the lake front.

However, lake front properties that front on Old Highway 105 are exempt from this 40-foot set back from the street side property line.

f. **Off Lake Properties:**

Residences, or any buildings shall not be set or erected closer than fifty (50) feet from the property line adjoining any road or roads and ten (10) feet from the opposite or rear property line.

Off Lake Properties, Road on Front and Rear of Property:

Residences, or any building shall not be set or erected closer than fifty (50) feet from the property line in the front of the property and ten (10) feet from the road on the rear of the property.

- g. All residences must be provided with a sewage disposal system, which has been approved by the appropriate County Regulating Agency. A percolation test, if required, must be performed by a Registered Sanitarian approved by the Montgomery County Health Department. The test results, if applicable, must be submitted to the Board of Directors. Montgomery County requirements shall govern the size and placement of the complete sewage disposal system. The permit for the system must be submitted to the Board of Directors who will have the final approval of the sewage disposal system and its placement on the property. A copy of the County Permit for the sewage disposal system, with the Board of Directors approval, will be displayed at the construction site during construction.
- h. Out buildings, including but not limited to portable, storage or other buildings or other structures added to properties in LAKE FOREST FALLS SUBDIVISION, must be approved as described in Item 2 by the Board of Directors.
- i. Structures designed as boat slipcovers must comply with property line setback requirements, including roof overhangs and eaves, if constructed on lots wider than thirty-five (35) feet. If the lot on which the boat slipcover is installed is less

than thirty-five (35) feet, the setback shall be five (5) feet. They must be open sided except for roof gable ends, which may be closed. Lattice material may not be used in their construction. Stairs and railing for any roof deck must be open.

- j. All fencing of LAKE FOREST FALLS SUBDIVISION lots will not exceed six (6) feet in height and will be sixty (60) percent continuously open construction. These fences will not be constructed of “barbed”, “concertina”, or “chicken” wire material. Fencing of the back-lot line which adjoins another lot, or subdivision perimeter property line are exempt from 60% visibility.

Fences and fencing generally paralleling the lake will be constructed no closer than fifty (50) feet from the lake.

- k. Replacement bulkheads may not be constructed beyond one (1) foot from the then existing bulkheads.
 - l. Notwithstanding any provision or requirement contained herein to the contrary, existing structures which do not presently conform to these Restrictions may be repaired and otherwise maintained provided the cost of such repair and/or maintenance does not exceed fifty (50) percent of the replacement value of the structure. If the cost of such repair and/or maintenance does exceed fifty (50) percent of the replacement value of the structure, the entire structure must be brought into compliance with these Restrictions.
 - m. The Board of Directors is hereby specifically given the authority to grant variances from the requirements of this section (section 2) as they relate to the location of structures and/or fencing. Provided, however, such variances may be granted only upon the affirmative vote of a two-thirds (2/3) majority of the Board of Directors as then constituted.
3. All lots and tracts, including all residences and other improvements thereon, will be maintained in a condition which will not cause a health hazard, and which will maintain and enhance the appearance of the community (see Subdivision Appearance Guidelines).

If properties are not properly maintained, the Board of Directors shall notify the owner, in writing, of the condition or conditions that exist. If the condition or conditions are not corrected within fifteen (15) days following said notification, the Board of Directors may take action to correct the condition or conditions and shall bill the property owner for the costs and expenses incurred or resulting from correcting the condition or conditions. Such costs and expenses shall be added to the owner’s maintenance fee account and shall be payable on demand. The payment of such costs and expenses shall be secured by the maintenance lien provided for in Section 16.

4. VEHICLES

a. All vehicles and all trailers stored or parked on properties in LAKE FOREST FALLS SUBDIVISION must be operable, licensed as required by law, and inspected (if required) as determined by the Board of Directors.

b. Trucks, other than pickup trucks (as defined by the Federal Transportation Administration, (http://onlinemanuals/tri/classifying_vehicles.htm), equipment, enclosed and utility trailers (excluding boat trailers), are not to be parked anywhere on residential lots such that they are visible from any public street.

c. Construction trucks and equipment may be parked on/at the construction site, only during the period of construction.

d. Recreational Vehicles (RV's)

1. Property owner's RV's – Property owner's RV's may be parked at/on the owner's property for a period not to exceed two (2) consecutive weeks in any 60-day period, such that it can be prepared for travel. RV's which are to be long term stored on the owner's property must be stored inside of permanent, fully enclosed facilities.

2. Visitor's RV's – Visitor's RV's may be parked on the property being visited for a period not to exceed two (2) consecutive days. While visiting, these RV's are the responsibility of the property owner being visited.

e. Utility trailers or enclosed equipment trailers are the same as equipment trailers. They are not to be parked or stored in driveways. They are to be stored out of public view from the street. Boat trailers, unless they are abandoned or in disrepair are to be excluded from section on trailers.

5. No piers shall be permitted in the lake.

6. LAKE FOREST FALLS SUBDIVISION rules and regulations for fishing, boating, water sports and general lake use are established, administered and enforced as established in the Lake Rules, recorded with Montgomery County and may be found on the Lake Forest Falls website. Violations of these rules and regulations on more than one occasion may result in the violator being denied use of the lake facilities.

7. No firearms of any type shall be discharged in the Subdivision (exception for board sanctioned wildlife culling).

8. The lake and park facilities are the exclusive use and benefit of the lot and tract owners, their immediate families and their guests. When participating in activities which involve the lake

or lake properties, the guest(s) shall be accompanied by the property owner or have the property owner's permission card. (See Lake Rules.)

Any other users shall be regarded as trespassers.

LAKE FOREST FALLS SUBDIVISION provides a dedicated launch area; therefore, all motorized watercraft are to be launched from the boat ramp and not from any park.

The parks are considered LAKE FOREST FALLS INC public property and are not to be used as parking areas for residents. Vehicles shall only be parked at the park while the community member is using the park for recreational purposes. The parks close at 9 pm and therefore no vehicles may be parked at the park after 9 pm.

9. No unattended personal property may be left and/or stored in the parks.
10. No lot or tract in the Subdivision may be subdivided. That is, conveyance of less than the entire lot or tract is prohibited. No lot or tract is to be sold for the use of or used by more than one family. No dwelling shall be erected on less than a whole lot.
11. No livestock animals except horses will be allowed to be kept on lots in LAKE FOREST FALLS SUBDIVISION. One (1) horse per acre may be kept on lots of one acre or larger. No exotic pets of any kind will be kept on any lot in LAKE FOREST FALLS SUBDIVISION. Only domestic animals, normally those animals thought of as household pets shall be permitted on any lot or tract. Any animal kept on any lot in LAKE FOREST FALLS SUBDIVISION may not become a nuisance and no animals may be kept, bred, or maintained for any commercial purpose. Domestic animals must be fenced or on a leash. Droppings must be retrieved and properly disposed of by the owner. All animals are subject to the regulations of Montgomery County relating to restraint of animals, vaccination of animals, and animal control.
12. The Lake Forest Falls, Inc. Retail Water Supply is owned by the user/property owners. The Retail Water supply is operated by the Lake Forest Falls, Inc. Board of Directors in compliance with the current Rate Plan authorized by the Public Utility Commission of Texas. Each lot and tract owner shall, upon tapping into the system, pay a monthly fee to cover the costs and expenses of operating and maintaining the system. Additionally, each user will be billed, monthly for usage in compliance with the current Rate Plan.
13. There is hereby dedicated a utility easement not to exceed twenty (20) feet in width across the side of the property opposite the lake of all lake front lots and across the back, front and side of all other lots or tracts, with the rights of ingress and egress in order that utilities may be constructed and maintained for each and every lot and tract.
14. Each lot in LAKE FOREST FALLS SUBDIVISION is hereby subjected to an annual maintenance charge and assessment for the purpose of creating a fund to be designated and known as the "maintenance fund", which maintenance charge and assessment will be paid by the Owner of each lot within LAKE FOREST FALLS SUBDIVISION to LAKE FOREST

FALLS, INC. The maintenance charge is payable annually at the beginning of each year; provided, however, the Board of Directors may adopt such other payment plans as it may deem advisable. The rate at which each lot will be assessed will be determined annually by the Board of Directors and may be adjusted from year to year as the judgment of the Board of Directors may require. The Board of Directors shall use the proceeds of said maintenance fund for the use and benefit of all residents of LAKE FOREST FALLS SUBDIVISION. The uses and benefits to be provided by the Board of Directors shall include, by way of clarification and not limitation and at its sole option, any, and all of the following:

Mowing and general maintenance of common areas within LAKE FOREST FALLS SUBDIVISION and payment of all bills in connection therewith, including without limitation, trash (not garbage) removal, maintaining and operating parks, parkways, boat launches, rights-of-way, easements, and other public areas. Payment of all legal and other expenses incurred in connection with the enforcement of all charges and assessments, covenants, restrictions, and conditions affecting the Properties to which the maintenance fund applies; payment of all reasonable and necessary expenses in connection with the collection and administration of the maintenance charge and assessment; and doing anything necessary or desirable in the opinion of the Board of Directors to maintain LAKE FOREST FALL SUBDIVISION, it being understood that the judgment of the Board of Directors in the expenditure of said funds shall be final and conclusive so long as such judgment is exercised in good faith.

15. LAKE FOREST FALLS, INC. is specifically given the authority to levy such special assessment maintenance charges as may be properly approved by a majority of the property owners of LAKE FOREST FALLS, INC.
16. LAKE FOREST FALLS, INC. is hereby granted a lien on each lot or tract to secure the payment of maintenance fees established hereby, together with any and all reasonable costs and expenses, including attorney fees, incurred by the Association in recovering such maintenance fees.

IN WITNESS WHEREOF, we, the undersigned Owners of at least a majority of the lots in Lake Forest Falls, have executed this Amended and Restated Declaration, effective as of the 22 day of March, 2021.

LAKE FOREST FALLS SUBDIVISION
DEED RESTRICTIONS

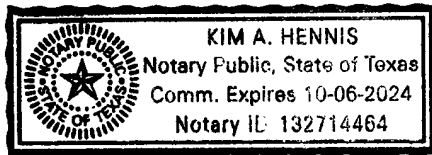
LAKE FOREST FALLS, INC.

By: *LeeAnn Morgan*
Secretary

Print Name: LeeAnn Morgan

THE STATE OF TEXAS §
 §
COUNTY OF MONTGOMERY §

This instrument was acknowledged before me, on the 22 day of March, 2021, by LeeAnn Morgan, Secretary of the Board of Directors of Lake Forest Falls, Inc., a Texas Non-Profit Corporation.



Kim A. Hennis
NOTARY PUBLIC IN AND FOR
THE STATE OF TEXAS

Ret: Kim Hennis
13841 Yupon Drive
Conroe, TX 77304