

THE STATE OF TEXAS  
COUNTY OF MONTGOMERY

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KNOW ALL MEN BY THESE PRESENTS :

**RESTRICTIONS AND COVENANTS GOVERNING  
PINEY MEADOWS SUBDIVISION – SECTION 2  
MONTGOMERY COUNTY, TEXAS**

THAT, Whereas, OYS INVESTMENTS, LTD., hereinafter called "Owner" and FALCON INVESTMENTS, LLC, hereinafter called "Developer" of all lots and reserves in PINEY MEADOWS SUBDIVISION, a Subdivision in the Robert Kuykendal Survey, Abstract 301, Montgomery County, Texas, as per plat in Cabinet \_\_\_\_\_ Sheet \_\_\_\_\_, of the Plat Records of Montgomery County, Texas.

WHEREAS, it is the desire of the OWNER to place restrictions, covenants, conditions, stipulations, reservations, and easements upon and against said Subdivision in order to create and carry out a uniform plan for the improvement, development and sale of the lots and reserves therein for the benefit of the present and future Owners of said property.

NOW, THEREFORE, the covenants, conditions, restrictions, and easements, hereinafter set out, shall be, and the same are, made applicable to PINEY MEADOWS SUBDIVISION, also called "Subdivision" and shall apply uniformly to each contract or deed conclusively held to be executed, delivered, and accepted subject to the following covenants, conditions, restrictions and easements as though set out in full or by reference in said contract or deed.

1. **GENERAL LAND USE**

All lots and reserves known as PINEY MEADOWS SUBDIVISION described above in the recorded plat shall be used for single family residential purposes only and shall not be used for any business, commercial or professional purpose except those tracts denoted as Commercial Reserves which shall be used for commercial purposes. Any subdivision of a lot or reserve must meet all governmental rules and regulations. There shall not be more than one (1) residence per lot, and not more than one (1) family per residence.

Residences shall be allowed to have one room designated as a home office. The intent of this restriction is to allow for a home business that is converted to a computer/modem-based technology. This restriction is to be construed as restricting the use of any lot in any retail/consumer-oriented business that would encourage or increase street traffic.

2. **DWELLING SIZE AND CONSTRUCTION**

All residential structures shall be manufactured homes and shall contain not less than 900 square feet of living area, excluding garages, carports, and porches. All structures used for residential purposes must be approved by the Developer, and once construction has started on a building of any type, it shall be completed within six (6) months from the time construction commenced. If the building is not completed within that

period of time, appropriate legal action can be taken to require the Owner to remove the incomplete portion of the building from the premises. Garages and storage sheds must be enclosed on all sides and must have a door. No carports shall be constructed without written approval of the Architectural Control Committee.

Manufactured homes shall not be less than 14 feet wide. Residents of manufactured homes are required to provide an outside storage building that contains not less than eighty (80) square feet. A doublewide manufactured home may be used as a residence provided it is no less than 44 feet in length. Manufactured homes, single wide, double wide, or larger, that do not exceed ten (10) years old at time of move in, will be permitted in this subdivision. All manufactured homes must be under pinned with either brick, stone, aluminum or wood within 120 days after move in and wood material must be painted to match the exterior color of the manufactured home. Before moving a *manufactured home* onto any lot or reserve, it is necessary that a building permit be secured from the office of the planning departments, Permit Division, City of Conroe, Texas. Any addition such as porches, sheds, garage, bedrooms, etc. must be built with new material and with good workmanship and approved by the Architectural Control Committee prior to construction. No manufactured home shall be painted pink.

### 3. BUILDING LOCATIONS.

There shall be a 10" setback line along the side and rear lot lines of each lot and front set back lines along the various streets as shown on the recorded plat of this subdivision. There shall also be a 20' vegetation line on the rear of each lot and 10' on the side lot line up to the building line on each lot. All structures of any kind shall be placed within the lot lines. Should there be more than one lot owned by one Owner to be used as a homesite then said multiple lots shall be considered as one lot in determining the location of side lot lines and/or rear lot lines.

4.

### DRIVEWAYS

Driveways may be built of brick, stone, concrete, asphalt or other materials approved by the Owner and City of Conroe. All concrete driveways shall be constructed with quality grade concrete, four and one half (4 ½) sack cement per cubic yard and be reinforced with a minimum of #6, 6" x 6" welded wire mesh, or one and one-half (1 ½) Type "D" modified asphalt with a six (6) inch compacted limestone (or approved equal) base material. Driveways' width shall be a minimum twelve (12) feet. If more than one driveway is constructed on a common Property, such driveways shall be separated by a minimum distance of at least fifty (50) feet. Driveways shall be constructed so as to prevent Normal Street flooding from entering upon the adjoining Property accessed by the driveway.

### 5. BUILDING PERMITS AND ARCHITECTURAL CONTROL

No building, manufactured housing or other improvements shall be erected, placed or altered including any walls, fences or hedges or the erection begun, or changes made in the design thereof after original construction on any tract until the construction plans and specifications and in the case of a manufactured house over five (5) years in age, actual photos of the exterior or actual inspection of the unit prior to a move in, and a plot plan showing the location of the structure of improvements have been submitted to and approved by the Architectural Control Committee, or its assignee as hereinafter provided, as to use, compliance with these restrictions, quality of workmanship and materials, harmony of external design with existing structures, and as to location with respect to topography and finished grade elevations. The Committee's approval or disapproval as required herein shall be in writing. The Architectural Control

Committee is composed of three (3) members to be designated by the Developer. A majority of the Committee may designate a representative to act for it. 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 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 after the 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 a part of these restrictions. The Architectural Control Committee may assign to a Property Owner's Association, when one is formed any and all rights reserved to the Architectural Control Committee hereunder. Any such assignment shall be evidenced by a proper instrument in writing recorded in the Official Public Records of Real Property of Montgomery County, Texas. The Owner of any tract will be individually responsible for the connection to City water and sewer lines.

6. **ANNOYANCE OR NUISANCES**

No noxious or offensive activity shall be carried out upon any Lot nor shall anything be done thereon which may become an annoyance or nuisance to the neighborhood. No exterior speaker, horn, whistle, bell or other sound device, except security and fire devices used exclusively for security and fire purposes, shall be located, used or placed on a Lot. Activities especially prohibited include, but are not limited to the following:

- A. The use or discharge of firearms, firecrackers or other fireworks within the Properties.
- B. Storage of flammable liquids in excess of five gallons.
- C. Activities which may be offensive by reason of odor, fumes, dust, smoke, vibration or pollution which are hazardous by reason of excessive danger, fire or explosion.

7. **TEMPORARY STRUCTURES.**

No structure of any temporary character, trailer, travel trailer, basement, tent, shack, garage, (except for living quarters contained therein for bonafide servants) barn or other outbuildings shall be used on any lot or reserve at any time as a residence either temporarily or permanently. A temporary building may be placed on the Subject Tract only if such building is necessary as a construction shack, and its placement on the a Lot shall be allowed only if approved by Developer upon prior request in writing made to Developer. Manufactured housing installed as a permanent residence shall not be considered temporary structures.

8. **SIGNS.**

No signs of any kind shall be displayed to the public view on any lot and reserve except one sign of not more than four (4) square feet advertising the property for sale or rent, or signs used by a builder or manufacturer to advertise the property during construction and sale period. No part or portion of the subject tract shall be used to lease billboards on a commercial basis, it being the intent that such prohibition does not prevent a developer or other seller of all or part of the subject tract to advertise the subject tract.

9. **LIVESTOCK AND POULTRY**

No animals, livestock, swine or poultry of any kind shall be raised, bred or kept on any lot and reserve except for FFA (4-H) projects that are approved in writing by the Architectural Control Committee in its sole discretion and/or not more than two (2) dogs, cats or other household pets may be kept. All animals shall be kept within the boundaries of the lot and reserve unless accompanied by the Owner. Dogs, cats or other household pets may be kept provided that they are not kept in commercial quantities, bred or maintained for any commercial purpose. All dogs shall be kept within the boundaries of the lot and reserve unless accompanied by the Owner.

10. WALLS AND FENCES

Walls and fences, if any must be approved prior to construction by the Architectural Control Committee and shall be not closer to front street property lines than the lot boundary line and no closer than the lot boundary line to side street lines. Any erection of any wall, fence or other improvements on any easement is prohibited. Unless otherwise approved, fences along and adjacent to any road or street must be constructed of wood or masonry, painted and properly maintained. All other fences and walls will be constructed of wood, chain link or masonry. No temporary fences shall be allowed.

11. LOT/YARD MAINTENANCE.

The Owners or occupants of all Lots shall at all times keep all weeds and grass thereon cut in a sanitary, healthful and attractive manner, including the vegetation easements on each lot, and shall in no event use any Lot for storage of materials and equipment except for normal residential requirements or incident to the Construction of improvements as herein permitted. Likewise, all drainage ditches shall be maintained in the same manner and shall be unobstructed at all times. The accumulation of garbage, trash or rubbish of any kind is not permitted. The Owners or occupants of any Lot at the intersection of streets or where the rear yard or portion of the Lot is visible to full public view shall construct and maintain suitable enclosure(s) to screen the aforementioned from public view.

12. SEWAGE DISPOSAL

All residences shall be connected to city water and sewer systems. No septic tanks or other disposal system shall be permitted. All manufactured homes placed upon any tract shall contain sanitary facilities including toilet, wash basin, tub or shower, and the same must be connected to said city sewer system. The drainage into any road, street, alley or other public ditches, either directly or indirectly, is strictly prohibited. No outside toilet facilities, portable or otherwise, shall be maintained on the Subject Tract, except as such temporary facilities are placed upon the Subject Tract in connection with construction activity.

13. FIREARMS

The use or discharge of firearms in the Subdivision is strictly and expressly prohibited.

14. VEHICLES

No vehicles or parts thereof, may be parked in the streets and work vehicles shall be limited to one construction truck or dump truck. No inoperative motor vehicle will be stored or parked on the premises or in the streets. All Owners agree that they will use the streets in a safe, lawful, reasonable and courteous

manner. A Lot shall not be used to store vehicles which do not have a current, valid Texas inspection certificate issued by the Texas Department of Motor Vehicles or Department of Public Safety, and a current license tag, nor to store junk, wrecked cars or other similar materials and no inoperable auto or vehicle shall be parked on any lot and reserve or street, nor permitted to remain thereon for a period in excess of three (3) days.

No unlicensed motor vehicles shall be allowed within the subdivision. No motor bikes, motor cycles, motor scooters, "go-carts," or other similar vehicles that are not licensed to be operated on the public streets or roads shall be permitted to be operated on the Properties, if, in the sole judgement of the PINEY MEADOWS Property Owners' Association such operation, for reason of noise or fumes emitted, or by reason of manner of use, shall constitute a nuisance or jeopardize the safety of the Owners, their tenants, and their families.

15. **OFF STREET PARKING**

Both prior to and after the occupancy of a dwelling on any lot, the Owner shall provide for appropriate space for off-street parking for vehicle and/or boat. Any boat, camper, and/or recreational vehicle shall be stored behind the permanent residence.

16. **CUTTING TIMBER AND REMOVAL OF DIRT**

The digging and removal of dirt, gravel, iron ore, or any other surface substance is expressly prohibited except as may be necessary in conjunction with the landscaping or construction on such lot and reserve. Further, there shall be no timber cut or trees removed on such lot or reserve except as may be necessary in the construction of a dwelling or placing of a Manufactured home thereon, without the written approval of Developer or the Architectural Control Committee.

17. **RIGHT OF MORTGAGEES**

Any violation by the Owner of any lot or reserve of the easements, agreements, restrictions, reservations, or covenants contained herein shall not have the effect of impairing or affecting the rights of any mortgagee, guarantor, or trustee under any mortgage or deed of trust outstanding against the lot and reserve, at the time that the easement, agreements, restrictions, reservations or covenants are violated.

18. **SEVERABILITY**

The invalidity, abandonment or waiver of any one of these covenants, reservations, easements, and restrictions shall in no way affect or impair the other covenants, reservations, easements and restrictions which shall remain in full force and effect.

19. **UTILITY EASEMENTS AND CHARGE**

There are dedicated and reserved permanent unobstructed utility easements which said easements shall be a burden and charge against such lots and reserves over which the easements extend. The utility easements include the right to remove all trees within the easements and the right to trim overhanging trees and shrubs located on adjacent property thereto.

A. "Association" shall mean and refer to PINEY MEADOWS Property Owners Association, Inc., its successors and assigns. The Association has the power to collect and disburse those maintenance assessments as described in section 21.

B. "Owner" shall mean and refer to the record owner, whether one or more persons or entities, of a fee simple title to any lot which is a part of the properties including contract sellers but excluding those having such interests merely as security for the performance or an obligation.

23. **MEMBERSHIP AND VOTING RIGHTS**

Every owner of a lot shall be a member of the Association. Memberships shall be appurtenant to and may not be separated from ownership of any lot. Members shall be all owners and shall be entitled to one vote for each lot owned. When more than one person holds an interest in any lot, all such persons shall be members. The vote on such lot shall be exercised as they among themselves determine, but in no event shall more than one vote be cast with respect to a lot.

The affairs of the Association shall be managed and governed initially by an interim board of directors composed of ZIAD JAZAIRI, BILL BLOH, and MICHAEL NOONAN. Such interim board of directors shall serve until title to seventy-five (75%) percent of the lots of the subdivision have been sold, at which time the membership of The Association shall elect the Board of Directors from the membership to serve in staggered two (2) year terms so that all members are not elected in any one year. This Board shall consist of five (5) members.

24. **PURPOSE OF ASSESSMENTS**

The assessments levied by the Developer, the Association or the City of Conroe (fund Administrator) shall be used exclusively to promote the recreation, health, safety and welfare of the residents in the properties and for the maintenance of the required improvements and common area(s). In order to allow Developer to maintain an orderly maintenance program, Developer may from time to time advance funds to the Association for reimbursement from the Association's funds. In addition, Developer may at any time and from time to time expend the Association's own funds for Association expenses when, as an officer or director of the Association, Developer is empowered to do so either by the Declaration of Covenants, Conditions and Restrictions for the subdivision, by the Articles of Incorporation of the Association or by the by-laws of the Association. The judgment of Developer in the expenditure of funds for the Association expenses shall be final and without liability to the Developer so long as such judgment is exercised in good faith.

25. **TERMS**

These covenants of restrictions are to run with the land and shall be binding on all Owners of reserves or lots in PINEY MEADOWS SUBDIVISION, and all persons claiming under them until January 1, 2010, after which time said covenants and restrictions shall be automatically extended for successive periods of ten (10) years unless an instrument signed by the then Owners of a majority of the lots and reserves is filed for record in Montgomery County, Texas, altering, rescinding or modifying said covenants and restrictions in whole or in part.

commercial purposes with the following stipulations. Access to the Lot 1, Block 1 Commercial Property must be isolated from the Residential Subdivision in the following manner by the purchaser of the commercial tract

A minimum six foot tall wooden fence must be installed by the purchaser inside a 5-foot green buffer zone consisting of natural vegetation and existing trees, the full length of the lot (254.37 ft.) on the East side, across the end facing Piney Meadows Drive (171.31 ft.) and approximately 105 ft. from the northwest corner to the adjoining Commercial Reserve A. No access to this commercial property can be made from Piney Meadows Drive inside the subdivision. Therefore, the commercial tract will no longer be part of Piney Meadows Subdivision and will not be subject to the Homeowners Maintenance Fees. The parcel previously denoted as Commercial Reserve "B" on the west side of Lot 1, Block 2, Piney Meadows Subdivision, may only be sold as Residential Property and will fall under all residential rules and regulations. Any subdivision of a lot or reserve must meet all governmental rules and regulations. There shall not be more than one (1) residence per lot, and not more than one (1) family per residence.

Residences shall be allowed to have one room designated as a home office. The intent of this restriction is to allow for a home business that is converted into a computer/modem-based technology. This restriction is to be construed as restricting the use of any lot in any retail/consumer-oriented business that would encourage or increase street traffic.

3. **Other Amendments.** All provisions of the Original Restrictions that use the following listed Original Terms are hereby amended to use instead the following listed Replacement Terms:

Paragraph Numbers	Original Terms	Replacement Terms
¶14, 15, 21, & 22A	"Property Owners Association"	"Piney Meadows, Conroe – POA"
¶ 21, 22, 23 & 24	"Association"	"Piney Meadows, Conroe – POA"