

LAKE FOREST ESTATES

RESTRICTIONS FOR SECTION I AND SECTION II

STATE OF TEXAS

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COUNTY OF HOUSTON

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KNOW ALL MEN BY THESE PRESENTS:

Whereas, the undersigned, Secretary of the LAKE FOREST ESTATES OWNERS ASSOCIATION (formerly the Lake Forest Estates Civic Club) does hereby certify that the Restrictions of LAKE FOREST ESTATES as hereinafter set forth, same having been amended by a majority vote of the owners of the lots of said subdivision, after proper notice, and that the same have been duly amended as the same pertains to LAKE FOREST ESTATES, a subdivision in Houston County, Texas according to the map or plat thereof recorded in Vol. 1, Page 158 of the Houston County Map Records and that these Restrictions shall be applicable to and run with the land, thereby binding the owner(s) herein, their successors and assigns, and all purchasers of lots situated within said subdivision or additions thereto as hereinafter set forth.

PREAMBLE

It is the intention of the owner(s) that LAKE FOREST ESTATES shall be maintained as a residential subdivision as reflected by the above referenced map and these Restrictions in which the owner(s) of lots shall be protected in the enjoyment of their property and the use of the other developments thereon including roads, park, launching ramp, fresh water system and boat house facilities as hereinafter provided. These amended Restrictions have been adopted with a view toward allowing a maximum of activity insofar as recreational uses and related matters are concerned, while assuring the purchasers of lots therein safeguards of appearance, sanitation and maximum protection of other rights and of the assumption of responsibilities as hereinafter set out.

I.

The restrictions, covenants and conditions as hereinafter set out shall be for LAKE FOREST ESTATES as reflected by the aforesaid map and plat. For all legal purposes herein reference is made to the recording of aforesaid map and plat of said subdivision to the same extent as if fully copied herein.

II.

RESIDENTIAL AREA COVENANTS:

USE

- 1.a. No lot shall be used except for single-family residence purposes.
- 1.b. Homes in LAKE FOREST ESTATES may be rented or leased, but only for single-family residence purposes.

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- 1.c. Lots shall not be used for business purposes of any kind nor for any commercial, manufacturing or apartment purposes, or for any Civic, Fraternal, Church, Company, Association, Corporation and/or Social group to use any lot abutting or within LAKE FOREST ESTATES on Houston County Lake as passage to and from said lake.
- 2.a. All building plans must be submitted to and approved by the Board of Directors before starting construction.
- 2.b. No residence shall be constructed or permitted to remain on any residential lot in the subdivision unless such residence shall meet the following requirements as to living area.
- 2.c. No building shall be erected, placed or altered on any residential lot unless it complies with the LAKE FOREST ESTATES BUILDING CODE. This code prohibits the use of exterior siding of galvanized iron, tar paper, or other like temporary material. Metal roofs must be submitted for approval by the Board of Directors. All construction must meet compliance with these restrictions on quality of workmanship and materials. They must harmonize in external design with existing structures and as to location with respect to topography and finish grade elevation. No fence or wall shall be erected, placed or altered on any residential lot, unless approved by the LAKE FOREST ESTATES OWNERS ASSOCIATION.
- 2.d. The floor area of all residences, exclusive of open porches and garages, shall not be less than 900 square feet on lots abutting Houston County Lake and/or Canal and 600 square feet on the interior lots. The design, materials and workmanship in all buildings shall be in conformity with standards in common use by architects and builders of quality homes.
- 2.e. No building shall be located on any residential lot nearer than 20 feet to the front lot line or 30 feet from the water lot line. No building shall be located nearer than seven (7) feet to an interior or cornerside lot line.
- 2.f. Any residence, once commenced, must be "dried in" within six months. By the term "dried in" means that the outside must have the appearance of being a completed house, with all necessary windows, doors, roof, paint and trim. If not "dried in" within six months after such residence is commenced, the owner of same hereby gives the LAKE FOREST ESTATES OWNERS ASSOCIATION (as hereinafter established) the right and authority to enter upon the property upon which such structure is situated and to disassemble said structure and stack same on

- premises. The owner or occupant of any such lot agrees, by the purchase or occupation thereof, that said LAKE FOREST ESTATES OWNERS ASSOCIATION shall not be liable in trespass or otherwise, in entering upon and disassembling any such structure.
- 2.g. No trailer, mobile home, tent, shack, camper, garage, barn or other outbuilding or structure of a temporary character shall, at any time, ever be used as a residence, temporary or permanent, nor shall any structure of a temporary character ever be used in any way or moved onto or permitted on any lot.
- 2.h. The owners and/or occupants of lot or lots in this subdivision, who have built a dwelling on their said lot, shall in no event use any lot for storage of material and equipment except for normal residential construction requirements, or permit the accumulation of garbage, trash or rubbish of any kind thereon. In the event of default on the part of the owner or occupancy of any lot in this subdivision in observing the above requirements, or any of them, LAKE FOREST ESTATES OWNERS ASSOCIATION (as hereinafter established) may, without liability to the owner or occupant, in trespass or otherwise, enter upon said lot and remove or cause to be removed, such garbage, trash, rubbish, etc., so as to place said lot in a neat, attractive, healthful and sanitary condition, and may bill either the owner or occupant of such lot for the cost of such work. The owner or occupant, as the case may be, agrees by the purchase or occupation of any lot in this subdivision, to pay such statement immediately upon receipt thereof.

EASEMENTS

Lots are purchased subject to easements established or to be established by grant or agreement between Owner and the utility companies furnishing the electric, gas, phone and water utilities.

NUISANCES

No noxious or offensive activity shall be carried on upon any lot, nor shall anything be done thereon which may be or may become an annoyance or a nuisance to the neighborhood.

ANIMALS

No animals, livestock, or poultry of any kind shall be raised, bred or kept on any lot, except that dogs and cats may be kept, provided they are not kept, bred, or maintained for commercial purposes, but only for the use and pleasure of the owners of such lot.

SEWAGE

Whenever a residence is established on any lot, it shall be provided with an inside toilet, and shall be connected immediately with a septic tank, at the expense of the owner of said lot. Such sewage disposal system shall be in accordance with the requirements of the State Health Department, and shall be subject to the inspection and approval of the Houston County Water Control and Improvement District No. 1, Houston County, Texas. The drainage of septic tanks into a road, street, alley, or other public ditch, or Houston County Lake, either directly or indirectly, is strictly prohibited.

DRAINAGE

Drainage structures under private driveways shall have a net drainage opening of sufficient size to permit the free flow of water without back water and shall be not less than 12 inches diameter pipe culvert.

SIGNS

No signs, advertisement, billboard, or advertising structure of any kind, except a "For Sale" sign, may be erected or maintained on any residential lot without the consent in writing of the LAKE FOREST ESTATES OWNERS ASSOCIATION. Developers or members of the OWNERS ASSOCIATION shall have the right to remove any such sign, advertisement, or billboard, or structure, which is placed on any residential lot without such consent, and in so doing, shall not be liable and is expressly relieved from any liability for trespass or other tort in connection therewith, or arising from such removal.

PARKING BOATS

No boats, boat trailers, or boat rigging shall ever be parked or placed (except temporarily) nearer to the road than the thirty (30) feet building setback lines. The parking of automotive vehicles on road shoulders for a period longer than twelve (12) hours is prohibited.

PARKING CARS

No cars, trailers, buses, boats, boat trailers, or boat rigging shall ever be parked or places within the right-of-way easements leading to and away from LAKE FOREST ESTATES.

REPAIR

All residences, docks, and other buildings must be kept in good repair.

FIREARMS

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

CAMPING

No camping, tents, campers, trailers or buses shall be permitted in the Subdivision at any time.

LOT AREA

No residential lot in LAKE FOREST ESTATES as platted shall be resubdivided in any manner, except as follows:

Any person or persons owning two or more adjoining lots in said subdivision may subdivide or consolidate such lots into building sites, with the privilege of placing or constructing improvements on each such resulting building site, provided that such subdivision or consolidation does not result in more building sites than the number of platted lots involved in such subdivision or consolidation.

GARBAGE &
TRASH
DISPOSAL

The burning of trash is restricted to burning in a barrel or incinerator designed for that purpose. This is to protect the development against the spread of fire.

III.

1. The Boat House and Basin Area shall be used by the owners of lots in LAKE FOREST ESTATES. This reserve area shall be used as a community and recreational area for the benefit of all such lot owners, and for the benefit of the subdivision except those docks expressly numbered and/or owned or assigned separately and apart by LAKE FOREST ESTATES lot owners.

2. Only the owners and/or occupants of lots in LAKE FOREST ESTATES, together with their guests, shall be permitted to have the use of the Boat House and Basin Area and the general public is specifically excluded therefrom, and the maintenance and use thereof shall be under the exclusive control and supervision of the OWNERS ASSOCIATION.

IV.

1. There is hereby created a BOARD OF DIRECTORS for the LAKE FOREST ESTATES OWNERS ASSOCIATION which shall be composed initially of five members, four of these members being permanent residents of LAKE FOREST ESTATES. One member shall be elected President for a term of one year, the term of office running from January 1 to December 31 each year. Vacancies in the OWNERS ASSOCIATION at any time, shall be filled by a vote of the remaining members.

2. LAKE FOREST ESTATES OWNERS ASSOCIATION shall be the representative of all the property owners in LAKE FOREST ESTATES SUBDIVISION in assisting in preservation of property values; and the Committee shall have the powers and functions (but not by way of limitation) herein listed, but shall not have the sole obligations with respect to enforcement of restrictions; - such powers being:

(a) Collect and expend, in the interest of LAKE FOREST ESTATES, the Maintenance Fund created in this instrument.

(b) Enforce these covenants and restrictions by appropriate proceedings.

(c) Enforce any lien imposed on any lot or lots in these additions by these restrictions.

(d) It is contemplated that developers, or their assignees or nominees, will construct solely from Maintenance Fund proceeds, various community improvements on such reserves, and in such event, will find it necessary to secure adequate financing for such construction. The LAKE FOREST ESTATES OWNERS ASSOCIATION is hereby given express power, right and authority to pledge, hypothecate, collaterally assign or otherwise mortgage any monies paid or to be paid into the Maintenance Fund in connection with the financing of such construction, or in repayment thereof to the developing corporation or any lending agency or institution.

3. The following provision, whether incorporated in each deed or not, shall be applicable to all residential lots in LAKE FOREST ESTATES.

"The property herein conveyed is hereby subjected to an annual maintenance charge for each lot per year for the purpose of creating a fund to be known as "LAKE FOREST ESTATES MAINTENANCE FUND" to be paid by the owner of this lot in conjunction with a like charge to be paid by the owners of other lots in LAKE FOREST ESTATES, the same to be secured by a Vendor's Lien upon said lots, and payable annually on the first day of January of each year in advance and payable starting the following month after closing (prorated) and annually to LAKE FOREST ESTATES OWNERS ASSOCIATION at its then President's address, as you will be so notified and said charge and lien are hereby assigned to such committee. Increases of this annual charge may not exceed 10% per year."

"Funds arising from said charge shall be applied, so far as sufficient, toward the payment of maintenance expenses or constructions costs incurred for any or all of the following purposes: lighting, improving and maintaining the roads, parks, boat ramp, boat house, and other similar recreational facilities; and doing any other thing necessary or desirable in the opinion of said OWNERS ASSOCIATION to keep the property neat and in good order, or which it considers of general benefit to the owners or occupants of the addition, it being understood that the judgment of said OWNERS ASSOCIATION in the expenditure of said fund shall be final so long as such judgment is exercised in good faith."

When, as, and if other sections of LAKE FOREST ESTATES are developed and a maintenance charge collected from the lots therein, the same as the foregoing, then the Maintenance Fund composed of charges collected from the several owners of the several sections shall be expended for the purposes above enumerated in all of the sections of LAKE FOREST ESTATES paying such maintenance charge to the OWNERS ASSOCIATION.

Such maintenance charge shall in any event extend for a period of twenty-five years, and shall be extended automatically for successive periods of ten (10) years unless the then owners of the majority of the lots in said addition paying such charge, vote to discontinue such charge, such action to be evidenced by written instrument signed and acknowledged by the owners of the majority of the square foot area and recorded in the Deed Records of Houston County, Texas.

Purchaser agrees and consents to, and joins in, such maintenance charge by the acceptance of his contract, with the understanding that developers have no obligations to install lighting, or to furnish maintenance or to do any other thing described herein other than from maintenance funds.

It is specifically provided that any lien for improvements placed upon the development company, its successors, assigns or nominees, shall be a first and prior lien, and that these restrictions (notwithstanding anything to the contrary containing herein) shall be inferior to and subordinate to such lien which shall take the property free and clear of the restrictions, covenants and conditions contained herein.

V.

No obstructions to vision shall be placed upon lots at street or road intersections. Any obstruction located within the area of such lot encompassed by the lot lines abutting such street or road and a line extending from a point twenty (20) feet from the corner of such lot on one abutting line to a point twenty (20) feet from such corner on the other abutting line shall be and is hereby stated to be an obstruction to vision if it is over four feet in height.

VI.

All uses of the land within said subdivision shall comply with all of the rules and regulations of the Houston County Water Control and Improvement District No. 1, applying to Houston County Lake, whether they are now in force or become effective hereafter, and such compliance is a requirement of these restrictive covenants and failure to so comply shall be deemed a violation of these restrictions.

VII.

1. These covenants are to run with the land, and shall be binding on all parties and person claiming under them for a period of twenty-five (25) years from the date these covenants are recorded with the County Clerk of Houston County, Texas, after which time said covenants shall be extended automatically for successive periods of ten (10) years. The Restrictions adopted herein may be amended by a majority of the owner(s) of all of the

lots in the subdivision, at any time, by written ballot, after proper notice from the Secretary of the LAKE FOREST ESTATES OWNERS ASSOCIATION and that the same may be revised, amended or revoked in whole or in part.

2. Enforcement shall be by proceeding at law or in equity against any person or persons violating or attempting to violate any covenant either to restrain such violation or proposed violation, or to recover damages. Such enforcement may be by the owner of any lot in said subdivision.

3. Invalidation of any one or more of these covenants, by judgment, or court order or otherwise, shall in no way effect any other covenants, restrictions, or conditions, but all such other covenants, restrictions or conditions shall continue and remain in full force and effect.

4. Headings. All sections and paragraph headings used herein are for convenience only and shall have no efficacy in construing any of the restrictions, covenants or conditions herein contained.

VIII.

In formulating conditions, covenants, restrictions, and warranties as hereinabove set out, it is the intention of Owner(s) herein that this instrument, taken with the original conditions, covenants, restrictions and warranties, where not in conflict herewith, and the maps and plats heretofore referred to, and the approval hereof by the Commissioner's Court of Houston County, Texas, as reflected by certified copy thereof in writing appearing of record in Vol. 1, Page 158, of the Deed Records of Houston County, Texas, shall be the complete dedication for the use of the Owner(s) within said dedicated subdivisions, and any additions or extensions thereof, and shall bind all said parties, their heirs and assigns, for the time and in the manner as hereinabove provided.

I, the undersigned do hereby certify that the foregoing Restrictions were adopted by a written vote of the majority of the owner(s) of the lots in LAKE FOREST ESTATES, and certify that the same are true and correct.

PrintedName: _____
SECRETARY _____

THE STATE OF TEXAS |

COUNTY OF HOUSTON |

This instrument was acknowledged before me on the _____ day of _____, 1997, by _____, Secretary of LAKE FOREST ESTATES OWNERS ASSOCIATION.

Notary Public, State of Texas
My Commission Expires:

RCVD/97-115/sg