

**AMENDED AND RESTATED  
DECLARATION OF COVENANTS AND RESTRICTIONS  
FOR GLENMONT ESTATES, SECTIONS I, II, & III and  
GLENMONT ESTATES EAST, SECTIONS I & II**

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THE STATE OF TEXAS           §  
  §  
COUNTY OF MONTGOMERY      §

THIS AMENDED AND RESTATED DECLARATION is made on the date hereinafter set forth by the undersigned owners of property in Glenmont Estates, Sections I, II and III and Glenmont Estates East, Sections I and II, and the Glenmont Estates Property Owner's Association, a Texas non-profit Corporation, hereinafter referred to as the "Association".

WITNESSETH:

WHEREAS, the Restrictions and Covenants for Glenmont Estates, Section I, were filed of record under Montgomery County Clerk's File No. 2006-124480, of the official public records of real property of Montgomery County, Texas;

WHEREAS, the Restrictions and Covenants for Glenmont Estates, Section II, were filed of record under Montgomery County Clerk's File No. 2006-102977, of the official public records of real property of Montgomery County, Texas;

WHEREAS, the Restrictions and Covenants for Glenmont Estates, Section III, were filed of record under Montgomery County Clerk's File No. 2006-057963, of the official public records of real property of Montgomery County, Texas;

WHEREAS, the Restrictions and Covenants for Glenmont Estates East, Section I, were filed of record under Montgomery County Clerk's File No. 2006-124480, of the official public records of real property of Montgomery County, Texas;

WHEREAS, the Restrictions and Covenants for Glenmont Estates East, Section II, were filed of record under Montgomery County Clerk's File No. 2007-058995, of the official public records of real property of Montgomery County, Texas (hereinafter together referred to as the "Restrictions"); and

WHEREAS, the Restrictions are the Dedicatory Instruments of Glenmont Estates, Sections I, II, & III and Glenmont Estates East, Sections I & II Subdivisions, additions in Montgomery County, Texas, more particularly described in the attached Exhibit "A"; and

WHEREAS, it is the desire of the undersigned owners of lots in the Glenmont Estates subdivision to completely replace the Restrictions listed above with this Amended and Restated Declaration;

NOW, THEREFORE, pursuant to the consent of the owners of at least a majority of the Lots in the Subdivision as evidenced by their signatures attached hereto, the Declaration is hereby amended and restated in its entirety as amended as follows:

The Association and the undersigned owners hereby declare that all the Lots in the Subdivision described below are held, and shall hereafter be conveyed, subject to the covenants, restrictions, easements, charges and liens (sometimes referred to herein collectively as "covenants and restrictions") as hereinafter set forth. These covenants and restrictions shall run with said property and shall be binding upon all parties having or acquiring any right, title or interest in said property or any part thereof, their heirs, successors and assigns, and shall inure to the benefit of each Owner thereof:

#### ARTICLE I DEFINITIONS

Section 1. "Association" shall mean and refer to the GLENMONT ESTATES PROPERTY OWNER'S ASSOCIATION, a non-profit corporation incorporated under the laws of the State of Texas, its successors and assigns.

Section 2. "Board of Directors" and "Board" shall mean and refer to the Board of Directors of the Association.

Section 3. "Common Areas" shall mean and refer to all real property owned and maintained by the Association for common use and enjoyment of the Owners and other property as may be hereinafter conveyed to the Association.

Section 4. "Covenants" shall mean and refer collectively to the covenants, conditions, restrictions, reservations, easements, liens and charges imposed by or expressed in this Declaration.

Section 5. "Conveyance" shall mean and refer to conveyance of a fee simple title to a Lot.

Section 6. "Easements" shall mean and refer to the various utility or other easements of record and such other easements as are created or referred to in this Declaration. .

Section 7. "Lot" shall mean and refer both to each parcel of land conveyed to an Owner upon which there has been or will be constructed a single family residence, and to the residence and improvements constructed or to be constructed thereon, but shall not mean or include any portion of the Common Areas.

Section 8. "Member" shall mean and refer to each, person or entity who owns a Lot.

Section 9. "Owner" shall mean and refer to the record owner, whether one or more persons or entities, of the fee simple title to the surface estate in any Lot which is part of the Property, including contract sellers, but excluding those having such interest merely as security for the performance of an obligation.

Section 10. "Property" shall mean and refer to that certain real property contained within the Glenmont Estates Sections I, II, & III and Glenmont Estates East Sections I & 2 subdivisions, more particularly described in the attached Exhibit "A".

Section 11. "Residence" shall mean and refer to the single family residence constructed on a Lot.

ARTICLE II  
MEMBERSHIP AND VOTING RIGHTS

Section 1. Membership. Each person or entity who is a recorded Owner of a Lot within the Property which is subject to assessment by the Association shall be a Member of the Association. The foregoing is not intended to include persons or entities who hold an interest merely as security for the performance of an obligation. Membership shall be appurtenant to and may not be separated from ownership of the Lot which is subject to assessment by the Association.

Section 2. Meetings. The members of the Association shall elect members of the Board of Directors and vote on such other matters as may be presented by the Board of Directors at annual meetings established by the By-Laws of the Association. Special meetings of the membership may be called in accordance with the By-Laws of the Association. The Board of Directors shall govern the affairs of the Association. The members of the Association may vote in person or by proxy and, if by proxy, in accordance with the By-Laws and regulations adopted by the Association governing proxies.

Section 3. By-Laws. The affairs of the Association shall be regulated by the By-Laws of the Association. The By-Laws of the Association were adopted by the Declarant and thereafter may be amended only by the affirmative vote of a majority of all members.

Section 4. Voting. For the purpose of determining whether any percentage of the members is attained in any action taken by the membership, each Lot shall be counted based upon the current Montgomery county appraisal district records. If multiple lots are combine into one tax record that equates to one (1) vote, if taxed separately it equates one (1) vote per lot.

ARTICLE III  
COVENANT FOR MAINTENANCE ASSESSMENTS

Section 1. CREATION OF THE LIEN AND PERSONAL OBLIGATION FOR ASSESSMENTS. Each Owner of any Lot which shall be or thereafter become assessable, by acceptance of a Deed therefor, whether or not it shall be expressed in the Deed or other evidence of the conveyance, is deemed to covenant and agree to pay to the Association the following: annual assessments or charges and special assessments for capital improvements.

Such assessments or charges are to be fixed, established and collected as hereinafter provided. These charges and assessment, together with interest, late fees, costs of collection, and

reasonable attorney's fees shall be a charge on the land and shall be secured by a continuing Vendor's Lien upon the Lot against which such assessments or charges are made. Each such assessment or charge, together with such interest, late fees, costs and reasonable attorney's fees shall also be and remain the personal obligation of the individual or individuals who owned the particular Lot at the time the assessment or charge fell due notwithstanding any subsequent transfer of title to such Lot. Upon a transfer of a Lot, the assessments accrued to the date of transfer must be paid in full.

Section 2. PURPOSE OF ASSESSMENTS. The assessments levied by the Association shall be used exclusively for the purpose of promoting the recreation, health, safety and welfare of the residents of the Subdivision. Without limiting the foregoing, the total assessments accumulated by the Association, insofar as the same may be sufficient, shall be applied toward the payment of all taxes, insurance premiums and repair, maintenance and acquisition expenses incurred by the Association, and, at the option of the Board of Directors of the Association, for any and all of the following purposes: lighting, improving and maintaining the private streets and detention ponds in the Subdivision; collecting and disposing of garbage, ashes, rubbish and materials of a similar nature; employment of a professional management service; payment of legal and all other expenses incurred in connection with the collection, enforcement and administration of all assessments and charges and in connection with the enforcement of this Declaration; payment for accounting services; and doing any other thing necessary or desirable in the opinion of the Board of Directors of the Association to keep and maintain the property in the Subdivision in neat and good order, or which they consider of general benefit to the Owners or occupants of the Subdivision. The judgment of the Board of Directors of the Association in establishing annual assessments, special assessments and other charges and in the expenditure of said funds shall be final and conclusive so long as said judgment is exercised in good faith.

Section 3. BASIS AND MAXIMUM LEVEL OF ANNUAL ASSESSMENTS. The initial annual assessment shall be \$167.00 at the date of filing this amended declaration:

- (a) The annual assessment may be increased each year without a vote of the membership by an amount equal to not more than five percent (5%) above the amount of the assessment for the previous year.
- (b) The annual assessment may be increased to an amount in excess of five percent (5%) of the assessment for the previous year by a vote of owners of at least two-thirds (2/3) of the lots, that are voting in person or by proxy, at a meeting duly called for such purpose.

Section 4. SPECIAL ASSESSMENTS. In addition to the annual assessment authorized above, the Association may from time to time levy a special assessment for the purpose of defraying, in whole or in part, any cost to the Association, provided that any such special assessment shall have the assent of the owners of at least two-thirds (2/3) of the lots, who are voting in person or by proxy at a meeting duly called for this purpose.

Section 5. EFFECT OF NONPAYMENT OF ASSESSMENTS. Any assessment not paid within thirty (30) days after the due date shall bear interest from the due date at the rate of eighteen percent (18 %) per annum. If any assessment is not paid within thirty (30) days after the due date, the Association may bring an action at law against the Owner personally obligated

to pay the same, and/or foreclose the Vendor's Lien herein retained against the Lot. Interest, late fees, costs of collection, costs of court, and reasonable attorney's fees (when placed with an attorney for collection, whether with or without suit) incurred in any such action shall be added to the amount of such assessment or charge. Each such Owner, by his acceptance of a deed to a Lot, hereby expressly vests in the Association or its representative the right and power to institute and maintain an action against such Owner personally for the collection of such assessments and charges as a debt and to enforce the Vendor's Lien by any methods available for the enforcement of such liens at law and in equity. If an Owner abandons or divests himself or herself of ownership of a Lot, he or she is still responsible for any annual or special assessment which become due and payable during the time when such Owner owned the Lot.

Section 6. SUBORDINATION OF THE LIEN TO MORTGAGES. As hereinabove provided, the title to each Lot shall be subject to the Vendor's Lien securing the payment of all assessments and charges due the Association, but the Vendor's Lien shall be subordinate to any valid purchase money lien. Sale or transfer of any Lot shall not affect the Vendor's Lien provided, however, the sale or transfer of any Lot pursuant to a judicial or non-judicial foreclosure under the aforesaid superior liens shall extinguish the Vendor's Lien securing such assessment or charge as to payments which became due prior to such sale or transfer. No sale or transfer shall relieve such Lot or the Owner thereof from liability for any charges or assessments thereafter becoming due or from the lien thereof. In addition to the automatic subordination provided for hereinabove, the Association, in the discretion of its Board of Directors, may subordinate the Vendor's Lien herein retained to any other mortgage, lien or encumbrance, subject to such limitations, if any, as the Board of Directors may determine.

#### ARTICLE IV DUTIES AND MANAGEMENT OF THE ASSOCIATION

Section 1. Duties and Powers. In addition to the duties and powers enumerated in its Articles of Incorporation and By-Laws, or elsewhere provided for herein, and without limiting the generality thereof, the Association shall:

- (A) Have the duty and the power to establish and maintain capital improvement reserve fund in an amount sufficient to provide for the repair and replacement of common areas, street lightning, entrance markers and monuments, irrigation, landscaping, fountains, detention ponds, common fencing and parks, in an amount determined from time to time to be adequate for such purposes by the Board of Directors;
- (B) Have the power to provide for the removal of household trash, garbage or overgrown landscape in accordance with prevailing environmental regulations, provided that the cost of removal of household trash, garbage or overgrown landscape from each Lot shall be paid to the Association by the Owner of each Lot upon demand, which costs shall become a part of and enforced in the same manner as the assessments against each Lot provided in Article III of this Declaration;

- (C) Have the power to adopt regulations governing the preparation, placement and removal of all trash, garbage, tree and brush trimmings on and from each Lot;

Section 2. Policies Mandated by Chapter 209 of the Texas Property Code. The Association shall maintain corporate records, make such records available to owners and permit payment of delinquent assessments in installments as mandated by Chapter 209 of the Texas Property Code and to that effect the following restrictions shall apply, and to the extent such statute is amended to conflict with these restrictions, these restrictions shall be modified to be consistent with the statute:

- I. Payment Plans.
  - 1) All Owners are entitled to one approved Payment Plan to pay their annual assessment.
  - 2) All Payment Plans require monthly payments.
  - 3) Upon request, all Owners are automatically approved for a Payment Plan consisting of 0% down, with the balance paid off in 3 monthly installments.
  - 4) Alternative Payment Plan proposals shall be submitted to and approved by the Association in writing; the Association is not obligated to approve alternative Payment Plan proposals.
  - 5) A Payment Plan must include sequential monthly payments. The total of all proposed payments under the Plan must equal the current balance plus the Payment Plan administrative fees, plus the estimated accrued interest.
  - 6) If an owner requests a Payment Plan that will extend into the next assessment period, the owner shall be required to pay future assessments by the due date in addition to the payments specified in the Payment Plan.
  - 7) All Payment Plans must be in writing on a form provided by the Association, or a form otherwise approved by the Association.
  - 8) If an owner defaults on the Payment Plan the Payment Plan is terminated. Default of a Payment Plan includes:
    - a) failing to return a signed Payment Plan form with the down payment;
    - b) missing a payment due in a calendar month (including NSF checks); or
    - c) failing to pay future assessments by the due date if the Payment Plan extends into the next assessment period.
  - 9) If an owner defaults on a Payment Plan the Association is not obligated to make another Payment Plan with the owner for the next two years after the date of default.
  - 10) No Payment Plan may last less than 3 months or more than 18 months.
  - 11) The Association may only charge interest throughout the Payment Plan and the reasonable costs of administering the Payment Plan, while an owner is current on their Payment Plan.

## II. Records Retention.

The Association shall maintain its records as follows:

- 1) Certificate of Formation/ Articles of Incorporation, Bylaws, and Declarations and all amendments to those documents shall be kept permanently.
- 2) Association Tax Returns and Tax Audits shall be retained for seven years.
- 3) Financial Books and Records shall be retained for seven years.
- 4) Account Records of Current Owners shall be retained for five years.
- 5) Contracts with a term of more than one year shall be retained for four years after the contract expires
- 6) Minutes of Member Meetings and Board Meetings shall be retained for seven years.
- 7) Records not listed above are not subject to retention. Upon expiration of the retention date, the applicable records may be destroyed.

## III. Records Production.

- 1) Copies of Association Books and Records will be available to all Owners upon their proper request and at their own expense. A proper request:
  - a. is sent certified mail to the Association's address as reflected in its most recent management certificate; and
  - b. is from an Owner, or the Owner's agent, attorney, or certified public accountant; and
  - c. contains sufficient detail to identify the Books and Records being requested.
- 2) Owners may request to inspect the Books and Records OR may request copies of specific Books and Records.
  - a. If the owner makes a request to *inspect* the Books and Records, then the Association will respond within 10 business days of the request, providing the dates and times the Books and Records will be made available and the location of the Books and Records. The Association and the owner shall arrange for a mutually agreeable time to conduct the inspection. The Association shall provide the owner with copies of specific documents requested during the inspection upon the owner paying the Association the cost thereof.
  - b. If the owner makes a request for *copies of specific Books and Records*, the Association shall, within 10 business days of the owner's request, send a response letter advising on the date that the requested copies will be made available (must be available within 15 business days of the response letter) and the cost the owner must pay before the requested copies will be provided. Upon paying the cost of producing the requested copies, the Association shall provide the requested copies to the owner.
- 3) The Association hereby adopts the following schedule of costs:

Copies:	10 cents per page, for a regular 8.5" x 11" page
	50 cents per page, for pages 11" x 17" or greater actual cost, for specialty paper (color, photograph, map, etc ... )
	\$1.00 for each CD or audio cassette and \$3.00 for each DVD

- Labor: \$15.00 per hour, actual time to locate, compile and reproduce the Books and Records (can only charge if request is greater than 50 pages in length)
  - Overhead: 20% of the total labor charge (can only charge if request is greater than 50 pages in length)
  - Materials: actual costs of labels, boxes, folders, and other supplies used in producing the Books and Records, along with postage for mailing the Books and Records
- 4) If the estimated cost provided to the Owner is more or less than the actual cost of producing the documents, the Association shall, within 30 days after providing the records, submit to the owner either an invoice for additional amounts owed or a refund of the overages paid by the Owner.
  - 5) Unless authorized in writing or by court order, the Association will not provide copies of any records that contain the personal information of an owner, including restriction violations, delinquent assessments, financial information, and contact information.

ARTICLE V  
EASEMENTS

Section 1. Utility Easements. Whenever electricity, telephone lines, water lines, gas lines, cable television lines, or drainage facilities are installed within the Property, which connection lines or facilities or any portion thereof, lie in or upon, land owned by the Association or others that the Owner of a Lot served by said connections, lines or facilities, such Owners of Lots served shall have the right and are hereby granted an easement to only the extent necessary therefore, to enter upon the Lots or parcel of land within the Property in or upon which said connections, lines or facilities, or any portion thereof, lie to repair, replace and generally maintain said connections as and when the same may be necessary as set forth below.

Section 3. Public Street - All Lots shall have access to a Public Street.

Section 4. Emergency and Service Vehicles. An easement is hereby granted to all police, fire protection, ambulance and other emergency vehicles and other service vehicles, including but not limited to service vehicles for the installation, repair, maintenance, meter reading, or other activities in connection with the furnishing of electrical, gas, telephone, security, telecommunication, or audio and video services serving any Lot, to enter upon the Common Areas. Further, an easement is hereby granted to the Association, its officers, agents, employees, contractors, and management personnel to enter the Common Areas to render any service.

ARTICLE VI  
USE RESTRICTIONS

Section 1. No cesspools shall ever be dug, used or maintained in the subdivision (the "Property"), and whenever a residence is established, all toilets shall be connected with a septic tank (in accordance with Montgomery County regulations) until such time as sanitary sewers



may be available for the use in connection with said Property. The drainage of septic tanks into any road, street, alley or other public ditch, either directly or indirectly, is strictly prohibited.

Section 2. Drainage structures under private driveways shall have a net drainage opening area of at least 24 inches, or shall meet the Montgomery County, Texas requirements to permit the free flow of water without backwater. Culverts or bridges must be used for driveways and/or walks.

Section 3. The property shall be used for single family residential purposes only, and no part thereof shall be used for commercial or industrial purposes. No residence shall be erected or placed upon the Property herein restricted which does not contain at least 1,800 square feet of living space exclusive of porches, garages, carports, breezeways, outside storage or utility areas, patios or landings or guest or servant's houses. All residences must be constructed on the Property and no mobile homes or manufactured or pre-fabricated homes will be permitted without the prior written authorization of the Association. No corrugated metal, roll siding, tar paper or similar synthetic composition will be allowed for outside finishing materials unless expressly approved by the Association in writing. The exterior of all residences must be completed within nine (9) months from the date the foundation is initiated.

Section 4. The primary residence along with any other structures on the Property must be maintained so that they are not in disrepair. Such maintenance includes, but is not limited to, keeping structures free of mildew, repair of exterior siding, painting and roofing as needed.

Section 5. During construction of the primary residence, each contractor is limited to one (1) sign, which shall not exceed 6 feet (6') in height, and which may be erected only on the lot where the dwelling is located. All signs shall be removed within ten (10) days upon completion of the primary residence.

Section 6. No mobile home, manufactured home, modular home, motor home, travel trailer, camper, recreational vehicle, basement, tent, shack, garage, barn or other outbuilding erected on this property shall at any time be used as a residence, temporarily or permanently, nor shall any structure of a temporary character be used as a residence.

Section 7. No hogs, ostriches, emus, dangerous exotic animals or other animals generally considered undesirable in a residential subdivision shall be raised, bred or kept on the Property. Horses, cattle, dogs, cats and other domesticated animals may be kept, with a maximum of three animals per acre, only one of which may be a cow.

Section 8. Burn piles or fire pits should be reasonably arranged for their purpose and away from public view if possible. Burning of wood and other debris may be done as long as there is no burn ban in place and only in accordance with County regulations.

Section 9. Only one sign advertising a property for sale or rent shall be displayed and must be removed within ten (10) days of closing. Political signs may only be displayed on a temporary basis prior to an election and must be removed by the tenth (10) day after the election in question. All lost pet, birthday party or similar signs shall be removed throughout the

subdivision after two (2) weeks. Garage or estate sale signs shall be permitted no more than once every three (3) months and must be removed within one (1) day after the sale. Signs giving notice of home security systems are permitted if placed at or near the front entrance and are no larger than 14 square inches.

Section 10. Except to clear land as may reasonably be required for home sites, no tree or trees with trunks over ten inches (10") in diameter shall be sold, cut, or removed from the Property without prior written authorization from the Association. Dead trees, infested trees or trees posing a safety hazard are excluded.

Section 11. No noxious or offensive activity shall be carried on upon the Property nor shall anything be done thereon which may be or become an annoyance or nuisance to the neighborhood, such as (by way of example only) open storage of junk vehicles, garbage or rubbish dumping ground, or oil or mining operation. The public right-of-way, all easements and roads abutting each lot shall be kept free of litter, trash and construction debris and materials and must be kept maintained by the owner of the lot.

Section 12. Vacant lots shall not be used for the purpose of storage of any items at any time that would be visible from the street.

Section 13. Fencing may be installed around an owner's lot using common permanent fencing materials including wood, steel pipe, wire (except chicken wire), wrought iron or vinyl pre-fabricated fencing. No plastic, fabric mesh or cloth is to be used as fencing material. Any other type of fencing material requires prior authorization from the Association. All fencing must be kept in good condition and painted and/or repaired as necessary. Construction fences must be removed within 30 days of occupying residence.

Section 14. Holiday decorations must be removed within thirty (30) days after the holiday in question.

Section 15. The Property cannot be subdivided into parcels of less than two acres each, and each tract must have a sixty foot (60') road built to Montgomery County specifications fronting each tract. Any subdivisions require prior written authorization of the Association. No ingress or egress to the subdivision shall be permitted, except on the now-existing roadways within the subdivision.

Section 16. No part of the Subdivision or any tract thereon shall be used for hunting with firearms.

Section 17. No exterior antennas, aerials, satellite dishes, masts or other apparatus for the reception of television, radio, satellite or other signals of any kind shall be placed, allowed, or maintained upon any Lot, which are visible from the Common Shared Driveway, unless it is impossible to receive an acceptable quality signal from any other location. In that event the receiving device and mast may be placed in the least visible location where reception of an acceptable quality signal is possible. After installation, the Board may require painting or screening of the receiving device, which painting or screening does not substantially interfere

with an acceptable quality signal. In no event are the following items permitted: (i) satellite dishes, which are larger than one (1) meter in diameter; (ii) broadcast antennas masts, which exceed the height of the center ridge of the roofline; or, (iii) MIMDS antenna masts to exceed the height of twelve feet (12') above the center ridge of the roofline. No exterior antennas, aerials, satellite dishes, or other apparatus shall be permitted, placed, allowed, or maintained upon any Lot, which transmit television, radio, satellite or other signals of any kind. This section is intended to be in compliance with the Telecommunications Act of 1996 (the "Act"), as the Act may be amended from time to time. This section shall be interpreted to be as restrictive as possible, while not violating the Act.

Section 18. No trade or business may be conducted in or from any lot, except that an owner may maintain a home office within the residence so long as: (1) the existence or operation of the business activity is not apparent or detectable by sight, sound or smell from outside the lot; (2) the business activity does not involve heavy customer or delivery traffic; (3) the business activity is consistent with the residential character of the property and does not constitute a nuisance, or threaten the security, safety or quiet enjoyment of neighboring property owners; and (4) there is no exterior signage pertaining to the trade or business.

Section 19. Each purchaser of any portion of the Property agrees that he/she will not permit grass or weeds in a residence yard area, including easements, to become in excess of 12 inches in height before cutting same. A yard area is considered an area in proximity to the house where the natural vegetation has been removed. A yard is not required, however, if a yard has been cleared it needs to be covered by grass, ground cover, shrubs and flowers or other landscaping within 12 months after the residential structure has been completed. All areas not left as natural vegetation are deemed to be lawns and are subject to regular mowing, weeding, edging, and basic care to maintain a neat and clean appearance. However, the owner of the property that has been cleared of natural vegetation may permit a portion of portions of the lot to return to its natural vegetative state. No owner of the property will allow trash, junk or unsightly objects piled on property for any reason that is visible from the street.

Section 20. No motor vehicle may be parked or stored on any lot, easement, right-of-way or in the street adjacent to any lot, easement, or right-of-way unless such vehicle is completely concealed from public view except passenger automobiles, passenger vans, motorcycles, or pickup trucks that are in operating condition, having current registration and inspection certificate and are in daily use as motor vehicles on the streets and highways of the State of Texas. Any camper, recreational vehicle, trailer or boat that is kept on any lot and within public view must be kept in operating condition, having current registration and inspection certificate and, if covered, the cover is maintained and kept in first class condition.

Section 21. In the event that any structure on the lot shall be partially or entirely destroyed by fire or other casualty, such structure shall either be repaired and restored within nine (9) months or demolished and the lot landscaped so that no damaged portion of the former structure remains visible. Repair, restoration, or replacement of such residence shall be the responsibility of the owner. Extenuating circumstances can be presented to the board in writing for consideration of an extension of this provision.

Section 22. In the event any Owner or occupant of any lot fails to observe any covenant, condition or restriction contained in the Declaration, or fails to maintain or repair the lot and the improvements situated thereon (i) in accordance with the provisions of this Declaration and such default continues unresolved for ten (10) days after written notice of final demand letter thereof is mailed to the last known address of the Owner involved (without the requirement of certification), the Association shall have the right (but not obligation), through its agents or employees, to repair, maintain and restore the Lot to satisfactory condition. The Association or any employee, agent or contractor of the Association may, after 30 days of final demand letter issuance, also enter upon said lot and cause to be cut any such weeds and grass, or remove or cause to be removed such garbage, trash and rubbish, or may do any other reasonable thing necessary to maintain compliance with these restrictions. The Association may render a statement of charge to the Owner or occupant of such lot for the cost of such work. The owner and occupant agree by the purchase and occupation of the lot to pay such statement within 30 days of receipt. The cost of such work, plus interest thereon at the maximum rate permitted under the laws of the State of Texas, shall become a part of the assessment payable by said owners and payment thereof shall be secured by the lien created pursuant to this Declaration. The Association, its agents and employees shall not be liable, and are hereby expressly relieved from any liability, for trespass or other tort in connection with the performance of the exterior maintenance and other work authorized herein.

ARTICLE VII  
ARCHITECTURAL CONTROL

Section 1. APPROVAL REQUIRED. No building, structure, improvement, modification or addition of any character shall be constructed, placed, erected, added to or altered on any Lot until the building/construction plans and specifications, including but not limited to a site plan, exterior plan, materials, colors, and design have first been submitted to and approved in writing by the Board of Directors.

Section 2. CONSIDERATIONS FOR APPROVAL. In considering whether to approve such plans and specifications, the Board may consider whether the structure, improvement, or alteration is consistent with the character of the Subdivision and the appearance of similar structures within the Subdivision, as determined by the Board in its sole discretion. The Board may also consider whether the structure, improvement or alteration is in compliance with these Restrictions, any guidelines adopted in advance by the Board, and any other consideration the Board reasonably deems in furtherance of the purpose and intent of these Restrictions. If the Board fails to approve the plans and specifications within thirty (30) days after receipt thereof, the plans and specifications shall be deemed disapproved.

Section 3. NO WARRANTY. In no circumstance does the Board review the structural safety, engineering soundness, or compliance with building code or any other codes of plans and specifications for a building, structure, improvement, modification or alteration. The Board's approval of plans and specifications shall not be deemed a representation as to or responsibility for the structural safety, engineering soundness, or compliance with building code or any other codes of a building, structure, improvement, modification or alteration.

Section 4. CONSTRUCTION OF PRIMARY RESIDENCE. No mobile home, manufactured home, modular home, motor home, travel trailer, camper, recreational vehicle, basement, tent, shack, garage, barn or other outbuilding shall be erected, placed, or commenced on the property, and no boat, trailer, vehicle, equipment, or any other item be placed on the property before the primary residence is completed and approved by the Association's Board of Directors. Items utilized in the construction of the primary residence may be located on the property while being utilized for the sole purpose of actively constructing the primary residence.

ARTICLE VIII  
MISCELLANEOUS

Section 1. TERM. These covenants and restrictions shall run with the land and shall be binding upon all parties and all persons claiming under them for a period of forty (40) years from the date this Declaration is recorded, after which time said covenants and restrictions shall be automatically extended for successive period of ten (10) years each, unless an instrument signed by at least seventy-five percent (75%) of the lots has been recorded agreeing to terminate the covenants and restrictions in whole or in part.

Section 2. SEVERABILITY. Invalidation of any one of these covenants and restrictions by judgment or other court order shall in no way affect any other provisions, which shall remain in full force and effect except as to any terms and provisions which are invalidated.

Section 3. GENDER AND GRAMMAR. The singular wherever used herein shall be construed to mean or include the plural when applicable, and the necessary grammatical changes required to make the provisions hereof apply either to corporation (or other entities) or individuals, male or female, shall in all cases be assumed as though in each case fully expressed.

Section 4. TITLES. The titles of this Declaration contained herein are for convenience only and shall not be used to construe, interpret, or limit the meaning of any term or provision contained in this Declaration.

Section 5. INTERPRETATION. If this Declaration or any work, clause, sentence, paragraph or other part thereof shall be susceptible of more than one or conflicting interpretations, then the interpretation which is most nearly in accordance with the general purposes and objectives of this Declaration shall govern.

Section 6. OMISSIONS. If any punctuation, word, clause, sentence or provision necessary to give meaning, validity or effect to any other word, clause, sentence or provision appearing in this Declaration is omitted, then it is hereby declared that such omission was unintentional and that the omitted punctuation, word, clause, sentence or provision shall be supplied by inference.

Section 7. NOTICES. Any notice required to be sent to any member or owner under the provisions of this Declaration shall be deemed to have been properly sent when mailed, postpaid, to the last known address of the person who appears as member or owner on the records of the Association at the time of such mailing.

Section 8. AMENDMENT. This Declaration may be amended at any time by a vote of the owners of a majority of the Lots in the Subdivision.

ADOPTED this the 30<sup>th</sup> day of DECEMBER, 2020, with the approval of the Owners of at least a majority of the Lots in each of the following sections: Glenmont Estates Sections I, II and III, and Glenmont Estates East, Sections I and II.

GLENMONT ESTATES PROPERTY OWNER'S ASSOCIATION

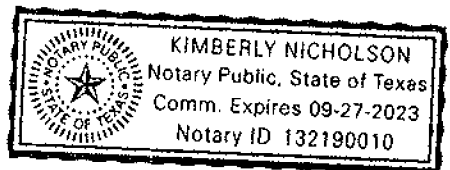
By: [Signature]

Print Name: John L. Byrd

Title: President - GEPOA

THE STATE OF TEXAS           §  
  §  
COUNTY OF MONTGOMERY   §

This instrument was acknowledged before me, on the 30<sup>th</sup> day of December, 2020 by John L. Byrd, a Director of Glenmont Estates Property Owner's Association, a Texas Non-Profit Corporation.



[Signature]  
NOTARY PUBLIC IN AND FOR  
THE STATE OF TEXAS

After Recording Return To:  
  
HOLT & YOUNG, P.C.  
9821 Katy Freeway, Ste. 350  
Houston, Texas 77024

## EXHIBIT "A"

Glenmont Estates, Sections I, II, & III and Glenmont Estates East, Sections I & II as more particularly described as follows:

GLENMONT ESTATES SECTION I, an unrecorded subdivision out of the Abraham Roberts Survey, Abstract #32, Montgomery County, Texas, and which subdivision is more fully described by metes and bounds in an instrument dated April 14, 1978 and recorded in Volume 1062, Pages 529-535 of the Deed Records of Montgomery County, Texas; and

GLENMONT ESTATES SECTION II, an unrecorded subdivision out of the Abraham Roberts Survey, Abstract #32, and the Dorinda M. Goheene Survey, Abstract #234, Montgomery County, Texas, and which subdivision is more fully described by metes and bounds in an instrument dated June 16, 1978 and recorded in Volume 1070, Pages 322-328 of the Deed Records of Montgomery County, Texas; and

GLENMONT ESTATES SECTION III, an unrecorded subdivision out of the Dorinda M. Goheene Survey, Abstract #234, Montgomery County, Texas, and which subdivision is more fully described by metes and bounds in an instrument dated January 25, 1979 and recorded in Volume 1115, Pages 67-72 and 73-78 of the Deed Records of Montgomery County, Texas; and

GLENMONT ESTATES EAST, SECTION I, an unrecorded subdivision out of the Abraham Roberts Survey, Abstract #32, Montgomery County, Texas, and which subdivision is more fully described by metes and bounds in an instrument dated January 10, 1979 and recorded in Volume 1112, Page 788 of the Deed Records of Montgomery County, Texas; and

GLENMONT ESTATES EAST, SECTION II, an unrecorded subdivision out of the Solomon Brown Survey, Abstract #5, Montgomery County, Texas, and which subdivision is more fully described by metes and bounds in an instrument dated March 28, 1979 and recorded in Volume 1124, Page 874 of the Deed Records of Montgomery County, Texas;

Along with any subsequent amendments, supplements, corrections, or replats thereto.

**E-FILED FOR RECORD**

**02/11/2021 03:53PM**



COUNTY CLERK  
MONTGOMERY COUNTY, TEXAS

STATE OF TEXAS,  
COUNTY OF MONTGOMERY

I hereby certify that this instrument was e-filed in the file number sequence on the date and time stamped herein by me and was duly e-RECORDED in the Official Public Records of Montgomery County, Texas.

**02/11/2021**



County Clerk  
Montgomery County, Texas