

32
49 names

NEW COVENANTS AND RESTRICTIONS
FOR
TRI-LAKE ESTATES SECTION I

THE STATE OF TEXAS §
 §
COUNTY OF MONTGOMERY §

WHEREAS, the Tri-Lake Estates Property Owners Association, joined by a majority of the property owners in Section 1 of Tri-Lake Estates, a subdivision situated in Montgomery County, Texas, according to the maps, plats, or deed restrictions thereof, recorded as follows:

Lots One (1) through Ten (10), both inclusive; Lots Twelve (12) through Fifty (50), both inclusive; and Lots Fifty-Two (52) through Two Hundred Thirteen (213) both inclusive; in TRI-LAKE ESTATES, SECTION (1) a subdivision in Montgomery County, Texas, according to the Map or Plat thereof recorded in Volume 5, Page 467, Map Records of Montgomery County, Texas; and as recorded in Volume 532, Page 376 et seq.; Instrument 150715;

And amended on the 20th day of February, 1981, by instrument recorded under County Clerk's File No. 8136334 of the Real Property Records of Montgomery County, Texas;

And amended on March 27, 1998, by instrument recorded under County Clerk's File No. 9820727 of the Real Property Records of Montgomery County, Texas;

desire to rescind the existing restrictions for Tri-Lakes Estates, Section I, as amended, and do hereby rescind the existing restrictions as aforesaid, and replace said restrictions with a new set of covenants and restrictions for Section I, as follows:

PREAMBLE

The spirit of the following deed restrictions for Tri-Lake Estates, Section I, property owners will serve as a means for the residents to maintain and enhance the integrity of our neighborhood. The Restrictions reflect an attempt to encourage unity in Tri-Lake and to foster a friendly and viable community enjoyable by all.

**PART ONE
RESERVATIONS**

The public may use streets, roads and lanes except that the Tri-Lake Estates Property Owners Association (hereinafter referred to as POA or "the Association") reserves easements; such easements are made part of and agreed to in each and every contract.

1. The POA reserves easements for purposes of public utilities operating in Montgomery County, Texas, as well as for the benefit of the POA and others it prescribes in Tri-Lake for any and all public utilities, telephone, water and sewers or other service the association may find necessary for proper service.
2. Neither the POA nor any utility company using such streets or easements shall be liable for any damage done by them or their agents to shrubs, trees, flowers or other property belonging to any lot owners or property on which easements are reserved.
3. Lots A, B, C and D (lot 51) as shown on plat listed above are excluded from the above restrictions any

may be used for any lawful purpose that does not violate the nuisance restrictions set forth.

**PART TWO
RESTRICTIONS, COVENANTS AND CONDITIONS**

1. **LAND USES.**
No building shall be erected, altered or permitted to remain on any lot other than for residential purposes for one single family. Single family shall be understood to include domestic partners, servants, extended care providers or extended family members.
2. **MINIMUM LOT AREA.**
No lot shall be resubdivided or any building be erected on any lot having an area of less than 7,500 square feet. However, subdivision is allowed if the lots are redesigned to increase the minimum lot area of the newly formed lots, leaving all building plots affected at the 7,500 square feet minimum.
3. **MAINTENANCE OF LOTS.**
Undeveloped lots must be kept in good order with regard to removal of tree hazards, refuse and litter. Trimming of weeds is required when street vision is obscured. On developed property, the grass must be cut on a regular basis, as well as trees maintained and/or removed and the lot kept in good order.
4. **BUILDING LOCATION.**
No building shall be located on any lot nearer to the front lot line or nearer to the side street line than the minimum building set back lines shown on the recorded plat. If no set back line is shown on the plat, the Architectural Control Committee will establish the set back line. No building may be located nearer than 5 feet from any side lot line of any lot except as follows: a garage or accessory building that is located at least 70 feet from the front lot line may be placed within 3 feet of the side lot line.
5. **BUILDING TYPE AND SIZE:**
No building shall be erected, placed or altered on any lot until the construction plans and specifications and a plat plan showing the locations of the structure have been approved by the Architectural Committee as to quality of workmanship and materials, harmony of external design with existing structures, location with respect to topography and finished grade elevation. Homes are to be no taller than 2 stories (except any buildings around any lake must be 1 story) with ground floor minimum size of 1,000 sq. ft. exclusive of open porches/decks or attached garages. All new or replacement roofs shall be constructed from fire-retardant roofing material with a rated life of 20 years or greater. No wood-shingle roofs shall be used on any building. Garages may be attached or detached with space for no more than four cars. Car ports and storage buildings are permitted if the Architectural Committee approves the locations, type, design and building materials. Temporary structures and/or garages may not be used as residences. No trailer houses, trailer homes, mobile or manufactured homes, duplexes or garage apartments or apartments of any kind are permitted. No second-hand building of any type may be moved onto any lot without written permission from the POA Board of Directors.
6. **BUILDING USES.**
No business, personal, commercial or professional activity on any lot or in any building shall be permitted which disturbs the exclusively residential character and tranquility of the subdivision. Evidence of such prohibited activity shall include, without limitation, excessive noise, visible storage of commercial, trade or professional supplies or equipment, unreasonably increased pedestrian or vehicle traffic, substantially increased parking of vehicles on the street, substantially increased

deliveries, erection of commercial signs or advertising visible from the street, emissions of dust, smoke, gasses, chemicals, odors, lights or unreasonable obtrusive radio or television signals or any electrical interference or discharges of non household wastes into the sewage system. Residents are allowed to keep business or professional records or accounts, telecommuting, engaging in business or professional telephone calls, correspondence or computer communications and conducting such other activities for hire as are reasonable, private and customary in a residential setting (including, with reasonable limitation, such activities as music lessons, tutoring, arts and crafts and consulting work)

7. OTHER LOT USES.

A. Fences:

No fence or wall or other structure shall be erected, placed or altered on any lot nearer to the street than the minimum set back line (15 feet from property line). No solid fences, privacy fences or walls may be placed in front of any dwelling. No fences or walls are allowed on lake view portion of any lots; however, dog runs may be constructed on the side of the house with a chain link fence. Approval must be obtained from the Architectural Control Committee regarding size and placement.

B. Pools and Spas:

Pools are only allowed in areas that may be fenced. Pools are not allowed on Lots 1 through 10 and 12 through 24. The fence must conceal the pool and have a self locking spring gate. Architectural Control Committee approval is required. Spas must be covered and unavailable to unattended children.

C. Piers:

Piers may be built by lot owners, subject to the approval of the Lakes and Dams Committee regarding location, size and style. Since the piers are located on the public areas surrounding each of the lakes, they are for everyone's use. Owners maintain the piers but assume no liability in case of accident or injury. Piers and substructures in disrepair may be removed at the POA's option after thirty (30) days written notice.

D. Signs:

No sign of any kind shall be displayed to the public view on any lot except (a) one sign of not more than four square feet advertising the property for sale or rent; (b) signs used by a builder to advertise property during the construction and sales period; (c) temporary signs, such as political, not to exceed four square feet, to be setup no more than ninety days in advance of a particular political event and to be removed within seven days after the event is over; (d) small warning signs, no more than two square feet, such as home address, no soliciting, beware of dog, security signs, etc; (e) small temporary signs no more than two square feet advertising construction or repair work in progress. The POA Board of Directors must approve any other signs.

E. Garbage and Trash Storage and Disposal:

No lot shall be used or maintained as a dumping ground for rubbish. Trash, garbage or other waste shall not be kept except in sanitary containers. All incinerators or other equipment for the storage or disposal of such materials shall be kept in a clean and sanitary condition. No outside bathroom facilities of any kind shall be erected, placed or maintained upon any lot, except portable toilets on new construction sites and no septic tank or other sewage disposal facilities shall be permitted which would result in raw or untreated sewage flowing or

permeating into any stream, lake or water well in the vicinity. Septic tanks and other sewage disposal facilities must be approved by the governmental authorities having jurisdiction over such facilities and by the Architectural Committee, with respect both to the size, design and location of the facility. Drainage of septic tanks into roads, streets, drainage ditches or streams or lakes, either directly or indirectly, is strictly prohibited. No lot or porches may be used for storage of any materials that are visible from the street except for new construction materials for a maximum of four months unless approved in writing by the POA Board of Directors.

F. Animals, Livestock and Poultry:

No hoofed animals, livestock or poultry of any kind shall be raised, bred or kept on any lot except that no more than a total of five (5) pets (dogs, cats or other common household pets) may be kept provided they are not bred or kept for commercial purposes. Animals running at large are prohibited. An owner commits a public nuisance offense if he or she permits an animal to cause of nuisance. A nuisance describes an animal if it: damages, soils, defiles public grounds and/or private property other than the owner's unless immediately removed and properly disposed of by the owner; causes unsanitary or offensive conditions; causes a disturbance by excessive barking or other noise making; chases vehicles; molests, attacks or interferes with persons or other domestic animals. The only exceptions to this restriction are horses may be kept within the rear forth feet of lots 193, 194 and 207-213 provided a suitable enclosure, approved by the Architectural Control Committee, shall be built and maintained by the owner; also, the barn may be leased by Tri-Lake residents for horses or for any animals participating in an FFA or similar program with POA Board of Directors' approval and at the user's risk.

G. Trailers and Other Vehicles:

No trailer, camper, boat, boat trailer, bus, truck larger than a pickup, recreational vehicle, detached camper top or trailer truck shall be stored on a lot in front of the building front set back line unless a variance is granted by the POA Board of Directors. After three (3) months, the items listed above will be considered abandoned unless the variance was granted. No motor vehicle may be parked or stored on any part of any lot, easement or right-of-way, unless such vehicle is concealed from public view in a garage or other enclosure approved by the Architectural Control Committee, except passenger automobiles, passenger vans, motorcycles, pick-up trucks or pick-up trucks with attached bed campers, that are in operating condition, have current license plates and inspection stickers and are in current use as motor vehicles on the streets and highways.

H. Oil and Mining Operations:

No oil drilling or development operations, oil refining, quarrying or mining of any kind shall be permitted upon any lot. Oil wells, tanks, tunnels, mineral excavations, shafts, derricks or other structures designed for use in boring or drilling for oil or natural gas are prohibited.

8. PUBLIC AREA USE:

All parties using lakes, parks, piers, roads and other facilities dedicated to the Association shall use same at their own risk and the Association does not assume any liability by reason of use of such facilities. The lot owner/owners shall be liable for any damage caused by them or their guests and shall be assessed all repair and cleaning charges. No vehicles are allowed except in designated parking areas. These facilities are for residents and their families. Guests may use the public areas but only if accompanied by the landowner.

- A. Lakes:
No motors allowed except for electric trolling motors, with the exception of maintenance work done by approved personnel. No seining or cast nets are to be used in any lake. Any Bass caught less than seven inches (7) long must be thrown back. Only one (1) Bass over twenty inches (20) can be kept. These Bass fish size limits are to be applied on a daily basis. No one is allowed to put fish in the lakes except for periodical stocking by the Committee in charge of Lakes and Dams and approved by the POA Board of Directors. Turtle traps are the property of the Association and shall not be disturbed. No trash is to be put in lakes or any sewer or gray water allowed to drain into them. Swimming is permitted but no Lifeguards are on duty so it is "swim at your own risk".
- B. Dams:
No motorized vehicles or horses allowed except for maintenance by approved personnel and/or approved community activities.
- C. Pavilion:
Skate boards, scooters, roller skates, etc., are prohibited. Reservations for special occasions are recommended. Clean up after personal use is required.
- D. Parks:
Clean up after personal use is required.
- E. Club House:
Reservations for special occasions are required along with a deposit for damage and a small use fee (to be determined by the POA Board of Directors) to help with the natural wear on furnishings and electrical and water costs. Clean up after personal use is required.
- F. Rest Rooms:
Clean up after personal use is required.
- G. Streets:
Posted speed limit is to be observed. All vehicles used on streets must conform to state regulations.
- H. Barn:
Leased by the Association to members only. Maintenance by renter required. Contract with Association required.
- I. All Areas:
Guns of any type and bows and arrows are prohibited. Fireworks are allowed only at community sponsored events.

VANDALISM OF ANY PUBLIC AREAS COULD RESULT IN CLOSING OF THE FACILITY AND/OR ADDITIONAL SHERIFF PATROLS. VIOLATORS MAY BE PROSECUTED.

**PART THREE
STANDING COMMITTEES**

These committees may be made up of POA Board of Directors members or appointed by the POA Board of

Directors from the membership. The qualifications for these committee members are the same as the qualifications for the POA Board of Directors, as set forth in Article III, Section 1 of the Tri-Lake Estates By-Laws. Vacancies shall be filled in the same manner as vacancies for the POA Board of Directors are filled, Article III, Section 8 of the Tri-Lake Estates By-Laws. These committees may serve consecutive terms ("term" meaning one year) if asked to do so by a majority of the incoming POA Board of Directors. These committees, like all committees, are responsible to the POA Board of Directors; the elected representatives of the Association, and their actions must be approved by the POA Board of Directors. Committee members may be removed by a majority vote of the POA Board of Directors.

ARCHITECTURAL CONTROL COMMITTEE

- A. The Architectural Committee shall be composed of three people and shall be appointed by the POA Board of Directors. One or more members shall remain from the previous year.
- B. This committee is responsible for all building activity in the subdivision, including but not limited to, dwellings, garages, outbuildings, porches, pools, fences, walls, etc. Members must submit the plans (or copy thereof) of the proposed construction including location, materials, specifications, etc. to the committee for their review.
- C. The decision of the Architectural Control Committee shall be made within thirty days after receipt by the Committee of all information required. The decision shall be in writing and, if the decision is not to approve a proposed improvement, the reasons shall be stated. Variances may be authorized on an individual basis with POA Board of Directors' approval.
- D. The Architectural Control Committee shall report in writing to the POA Board of Directors all final action of the Architectural Control Committee and the POA Board of Directors shall keep a permanent record of such reported action. Every lot owner shall have the right to appeal the decision of the Architectural Control Committee to the POA Board of Directors. The POA Board of Directors may, from time to time, change, supplement or amend architectural guidelines for the purpose of providing an outline of minimum standards for proposed improvements.
- E. No action or failure to act by the Architectural Control Committee shall constitute a waiver or estoppel with respect to future action by the Architectural Control Committee.

LAKES AND DAMS COMMITTEE

- A. The Lakes and Dams Committee shall be composed of two persons, appointed by the POA Board of Directors.
- B. This Committee is responsible for the basic care of the lakes, dams and piers.
- C. The Lakes and Dams Committee must approve any pier construction, are the only persons authorized to use a boat motor when conducting Tri-Lake maintenance and the only persons authorized to put anything into the lakes.

MAINTENANCE COMMITTEE

- A. The Maintenance Committee shall be composed of two persons appointed by the POA Board of Directors.

- B. This Committee is responsible for advising the POA Board of Directors when any repairs or cleaning are needed and seeing that it is done.

**PART FOUR
TRI-LAKE ESTATES PROPERTY OWNERS ASSOCIATION**

Every owner of property in Tri-Lake Estates Subdivision, Section I, is automatically a member of the Property Owners Association. Those entitled to membership are subject to the Articles of Incorporation, Deed Restrictions and By-Laws (in that order) and any established rules and regulations of the Property Owners Association. The specific purpose of this Association is enforcing, collecting and receipting for the maintenance charge imposed on each lot and for the further purpose of managing, controlling and expending the funds collected. The Association shall hold elections each year at the general meeting in March to vote on a seven member POA Board of Directors. This POA Board of Directors shall be responsible for enforcing all Deed Restrictions. For purposes of voting, the presence in person or by proxy of persons representing fifty percent (50%) of the lots eligible to be counted is required, but a lesser number may adjourn to some future time, not more than 15 days later, and the Secretary shall give at least 7 days notice by mail to each member entitled to vote who was absent from such meeting. The owners present at this second meeting, with no quorum requirement or lot representation requirement, shall conduct the business of the meeting all. Each lot owner in good standing shall be entitled to one vote per lot owned on each matter submitted for a vote either at a meeting or petition of the members. Only one of any two or more owners of any one lot shall cast a vote and split or fractional votes are prohibited. Owners in non-compliance with ANY deed restriction who have received certified notice from the POA Board of Directors prior to 30 days before the annual meeting, special meeting, or circulated petition, cannot vote in person or by proxy. When a vote of the majority of the lots is required, non-compliance with ANY deed restriction not only disqualifies the owner from voting but also disqualifies the owner's lots from being counted in the total of lots (votes) from which the majority is determined.

MAINTENANCE CHARGE

1. Each residential lot in Tri-Lake Estates is subject to an annual maintenance charge of not less than \$36.00, to be paid by the first day of January of each year. The amount of such charge may be changed by the membership at the annual meeting or a special meeting called for that purpose, consisting of a quorum of ten percent (10%) of the owners in good standing. The meeting must be held between the first (1st) day of January and the last day of March (31st) and shall take effect the following year. A written notice must be given thirty (30) days in advance of the meeting. For purposes of voting, the presence in person or by proxy of person representing fifty percent (50%) of the lots eligible to be counted is required. However, a lesser number may adjourn to some future time, not more than 15 days later, and the Secretary shall give at least 7 days notice by mail to each member entitled to vote who was absent from such meeting. The owners present at this second meeting with no quorum requirement and no lot representation requirement may conduct the business of the meeting. A majority vote (one vote per lot) is needed to pass any increase. The maintenance charge shall be paid to the Property Owners Association and used by it for the benefit of all residents of Tri-Lake Estates. These benefits include, but are not limited to, keeping a bank balance equal to the amount of a loan needed if a major repair is necessary, upkeep of public areas and buildings, enforcement of all Deed Restrictions.
2. To secure payment of the maintenance charge, there shall be reserved in each Deed by which the owner conveys properties or any part of the owner's property, the Lien payable to the Tri-Lake Property Owners Association. This lien is enforceable through appropriate proceedings at law provided the lot

owner has been given notice by certified mail sixty (60) days in advance of the filing of the lien. Late fees and penalties may be assessed for past due amounts and foreclosure of the property is possible after two (2) years and a complete review of the situation by the POA Board of Directors and the membership at a meeting called for this purpose. Legal fees and court costs may be recovered against a member where it has been necessary to file suit to collect maintenance charges.

SPECIAL ASSESSMENTS

Special assessments for capital improvements or repair of same may be assessed in any calendar year by the membership at a meeting called for that purpose, consisting of a quorum of ten percent (10%) of the owners in good standing. For purposes of voting, the presence in person or by proxy of persons representing fifty percent (50%) of the lots eligible to be counted is required, but a lesser number may adjourn to some future time, not more than 15 days later, and the Secretary shall give at least 7 days notice by mail to each member entitled to vote who was absent from such meeting. The owners present at this second meeting, with no quorum requirement or lot representation requirement, shall conduct the business of the meeting. A majority vote (one voter per lot) is needed to pass any assessment. If any assessment is not paid within sixty (60) days or a written arrangement made for the payment/payments, it will incur the same penalties as the failure to pay maintenance charges.

FEES AND PENALTIES

When the property is sold, a transfer fee is required to be paid to the Association in the amount of \$25.00 per lot minimum or an amount set by the POA Board of Directors annually. Property owners are subject to a fee, (determined by the POA Board of Directors), and/or legal remedies if the owner, their children or guests are in non-compliance with any Deed Restriction.

PART FIVE GENERAL PROVISIONS

1. **TERM:**
These covenants shall be binding upon all of the parties and persons owning land in Tri-Lake Estates for a period of ten (10) years from the date these covenants are recorded, after which time they shall renew automatically for successive periods of ten (10) years. These covenants may be changed, terminated in whole or in part or amended at any time by an instrument signed by a majority of the membership (one vote per lot owned). Owners who are in non-compliance with ANY Deed Restrictions and are disqualified to vote will have their lots disqualified to be counted towards the total number of lots in the subdivision. The majority number of lots will be determined by the total lots owned by members in good standing.
2. **SEVERABILITY:**
Invalidation of any one of these covenants by judgment or other court order shall not affect any of the other provisions, which shall remain in full force and effect. Failure to enforce any of these covenants by the Association does not nullify the other covenants.
3. **PRIOR CONDITIONS:**
(Grandfather Clause) The provisions of these Restrictions shall become effective upon recording. Any circumstances or conditions that exist prior to the date these Restrictions are recorded and which are not in compliance with these Restrictions shall not be required to be changed or removed. However, if any of these conditions or circumstances are voluntarily or involuntarily removed or discontinued

after the date these Restrictions are recorded, such circumstances or conditions may not be renewed or replaced in a manner inconsistent with these Restrictions.

4. VARIANCES:

Any Restrictions may be discussed with the POA Board of Directors and a variance requested.

5. SPECIAL MEETINGS:

Refer to Article II, Section 3 of the By-Laws.

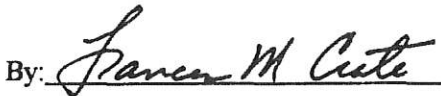
IN TESTIMONY OF WHICH, the undersigned, joined by a majority of property owners in SECTION I of Tri-Lake Estates, have caused these presents to be executed this the 12 day of November, 2002.

TRI-LAKE ESTATES PROPERTY OWNERS
ASSOCIATION, INC.

By: 

President

ATTEST:

By: 

Secretary

I desire to rescind the existing restrictions for Tri-Lake Estates, Section I or Section II, as amended, and do hereby rescind the existing restrictions as aforesaid and replace said restrictions with a new set of covenants and restrictions for Sections I and/or II.

OWNER Phillip P. Hogue
Phillip P. Hogue

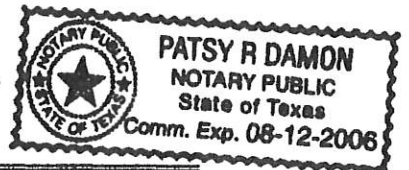
SECTION 1
LOT(S) 197-198

187-10-2763

STATE OF TEXAS
COUNTY OF Montgomery

This instrument was acknowledged before me on this the 22 day of Sept., 2002 by
PATSY R DAMON

Patsy R Damon
Notary Public, State of Texas



I desire to rescind the existing restrictions for Tri-Lake Estates, Section I or Section II, as amended, and do hereby rescind the existing restrictions as aforesaid and replace said restrictions with a new set of covenants and restrictions for Sections I and/or II.

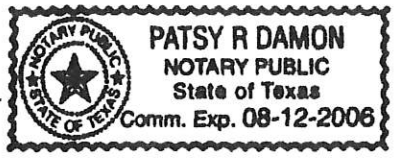
OWNER HARRY GRAHAM
Harry Graham

SECTION 1
LOT(S) 107,108,109

STATE OF TEXAS
COUNTY OF MONTGOMERY

This instrument was acknowledged before me on this the 22 day of SEP, 2002 by
PATSY R DAMON

Patsy R Damon
Notary Public, State of Texas



I desire to rescind the existing restrictions for Tri-Lake Estates, Section I or Section II, as amended, and do hereby rescind the existing restrictions as aforesaid and replace said restrictions with a new set of covenants and restrictions for Sections I and/or II.

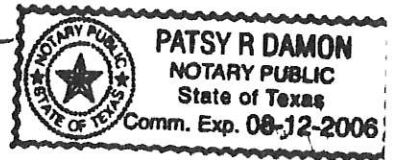
OWNER SHIRLIE A. MORSE
Shirlie A. Morse

SECTION 1
LOT(S) 139,130,139,140

STATE OF TEXAS
COUNTY OF MONTGOMERY

This instrument was acknowledged before me on this the 22 day of SEP, 2002 by
PATSY R DAMON

Patsy R Damon
Notary Public, State of Texas



I desire to rescind the existing restrictions for Tri-Lake Estates, Section I or Section II, as amended, and do hereby rescind the existing restrictions as aforesaid and replace said restrictions with a new set of covenants and restrictions for Sections I and/or II.

OWNER JACK H. MASON

SECTION 1 187-10-2764

Jack H. Mason

LOT(S) 22, 23(1/2)

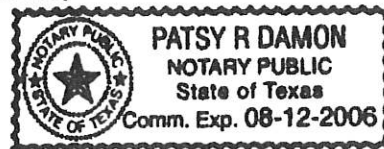
STATE OF TEXAS

COUNTY OF MONTGOMERY

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PATSY R. DAMON

Patsy R. Damon
Notary Public, State of Texas



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OWNER LOU ANN TERRELL

SECTION 1

Lou Ann Terrell

LOT(S) 23(1/2)

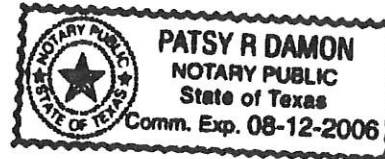
STATE OF TEXAS

COUNTY OF MONTGOMERY

This instrument was acknowledged before me on this the 22 day of SEP, 2002 by

PATSY R. DAMON

Patsy R. Damon
Notary Public, State of Texas



I desire to rescind the existing restrictions for Tri-Lake Estates, Section I or Section II, as amended, and do hereby rescind the existing restrictions as aforesaid and replace said restrictions with a new set of covenants and restrictions for Sections I and/or II.

OWNER ELIZABETH PLESSALA

SECTION 1

Elizabeth Plessala

LOT(S) 85, 86

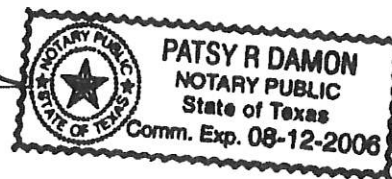
STATE OF TEXAS

COUNTY OF MONTGOMERY

This instrument was acknowledged before me on this the 22 day of SEP, 2002 by

PATSY R. DAMON

Patsy R. Damon
Notary Public, State of Texas



I desire to rescind the existing restrictions for Tri-Lake Estates, Section I or Section II, as amended, and do hereby rescind the existing restrictions as aforesaid and replace said restrictions with a new set of covenants and restrictions for Sections I and/or II.

187-10-2765

OWNER Roger J DAMON
Roger J Damon

SECTION 1

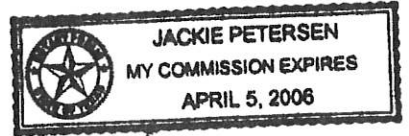
LOT(S) 135, 136, 137, 138

STATE OF TEXAS

COUNTY OF MONTGOMERY

This instrument was acknowledged before me on this the 22 day of SEP, 2002 by
PATSY R DAMON

Jackie Petersen
Notary Public, State of Texas



I desire to rescind the existing restrictions for Tri-Lake Estates, Section I or Section II, as amended, and do hereby rescind the existing restrictions as aforesaid and replace said restrictions with a new set of covenants and restrictions for Sections I and/or II.

OWNER Thomas E. Sayre
Thomas E Sayre

SECTION 1

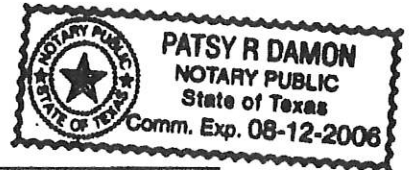
LOT(S) 12, 13, 210, 211, 212, 213

STATE OF TEXAS

COUNTY OF MONTGOMERY

This instrument was acknowledged before me on this the 22 day of SEP, 2002 by
PATSY R DAMON

Patsy R Damon
Notary Public, State of Texas



I desire to rescind the existing restrictions for Tri-Lake Estates, Section I or Section II, as amended, and do hereby rescind the existing restrictions as aforesaid and replace said restrictions with a new set of covenants and restrictions for Sections I and/or II.

OWNER Alan Arnold
ALAN ARNO LD

SECTION 1

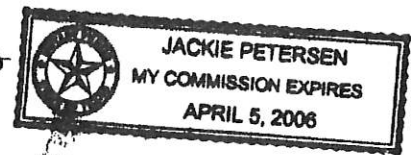
LOT(S) 111-112-113-40

STATE OF TEXAS

COUNTY OF Montgomery

This instrument was acknowledged before me on this the 22 day of Sept, 2002 by
Jackie Petersen

Jackie Petersen
Notary Public, State of Texas



I desire to rescind the existing restrictions for Tri-Lake Estates, Section I or Section II, as amended, and do hereby rescind the existing restrictions as aforesaid and replace said restrictions with a new set of covenants and restrictions for Sections I and/or II.

187-10-2766

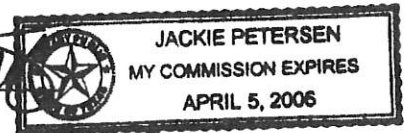
OWNER J. J. Hardy
J.J. Hardy

SECTION 1
LOT(S) 134-39-40

STATE OF TEXAS
COUNTY OF Montgomery

This instrument was acknowledged before me on this the 22 day of Sept, 2002 by
Jackie Petersen

Jackie Petersen
Notary Public, State of Texas



I desire to rescind the existing restrictions for Tri-Lake Estates, Section I or Section II, as amended, and do hereby rescind the existing restrictions as aforesaid and replace said restrictions with a new set of covenants and restrictions for Sections I and/or II.

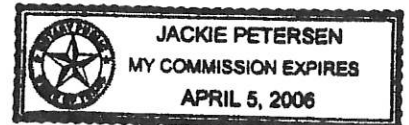
OWNER GARY SERAPORIAN
[Signature]

SECTION 1
LOT(S) 162, 163, 164

STATE OF TEXAS
COUNTY OF Montgomery

This instrument was acknowledged before me on this the 22 day of Sept, 2002 by
Jackie Petersen

Jackie Petersen
Notary Public, State of Texas



I desire to rescind the existing restrictions for Tri-Lake Estates, Section I or Section II, as amended, and do hereby rescind the existing restrictions as aforesaid and replace said restrictions with a new set of covenants and restrictions for Sections I and/or II.

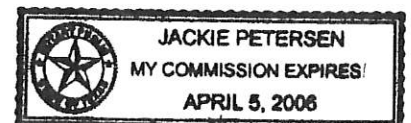
OWNER Joy Theriault
Joy Theriault

SECTION 1
LOT(S) 206

STATE OF TEXAS
COUNTY OF Montgomery

This instrument was acknowledged before me on this the 22 day of Sept, 2002 by
Jackie Petersen

Jackie Petersen
Notary Public, State of Texas



I desire to rescind the existing restrictions for Tri-Lake Estates, Section I or Section II, as amended, and do hereby rescind the existing restrictions as aforesaid and replace said restrictions with a new set of covenants and restrictions for Sections I and/or II.

187-10-2767

OWNER MELVIN C. HENDREX

SECTION 1

Melvin C. Hendrex

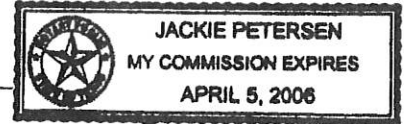
LOT(S) 100, 101, 102 + 103

STATE OF TEXAS

COUNTY OF Montgomery

This instrument was acknowledged before me on this the 22 day of Sept, 2002 by Jackie Petersen

Jackie Petersen
Notary Public, State of Texas



I desire to rescind the existing restrictions for Tri-Lake Estates, Section I or Section II, as amended, and do hereby rescind the existing restrictions as aforesaid and replace said restrictions with a new set of covenants and restrictions for Sections I and/or II.

OWNER D'Ann Wooldridge
D'ANN WOOLDRIDGE

SECTION 1

LOT(S) 173

STATE OF TEXAS

COUNTY OF Montgomery

This instrument was acknowledged before me on this the 6th day of Oct, 2002 by

Susan M. Stansell
Notary Public, State of Texas



I desire to rescind the existing restrictions for Tri-Lake Estates, Section I or Section II, as amended, and do hereby rescind the existing restrictions as aforesaid and replace said restrictions with a new set of covenants and restrictions for Sections I and/or II.

OWNER Joseph N. Bigham
JOSEPH N. BIGHAM

SECTION 1

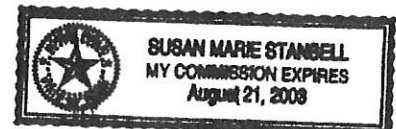
LOT(S) 191

STATE OF TEXAS

COUNTY OF Montgomery

This instrument was acknowledged before me on this the 6th day of Oct, 2002 by

Susan M. Stansell
Notary Public, State of Texas



I desire to rescind the existing restrictions for Tri-Lake Estates, Section I or Section II, as amended, and do hereby rescind the existing restrictions as aforesaid and replace said restrictions with a new set of covenants and restrictions for Sections I and/or II.

187-10-2768

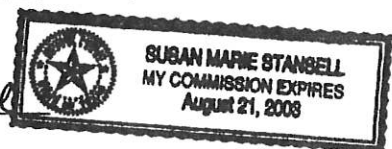
OWNER Earl F Church
Gloria F Church
EARL F. CHURCH
STATE OF TEXAS GLORIA F. CHURCH

SECTION I
LOT(S) (152-155)

COUNTY OF Montgomery

This instrument was acknowledged before me on this the 6th day of Oct, 2002 by

Susan M. Stansell
Notary Public, State of Texas



I desire to rescind the existing restrictions for Tri-Lake Estates, Section I or Section II, as amended, and do hereby rescind the existing restrictions as aforesaid and replace said restrictions with a new set of covenants and restrictions for Sections I and/or II.

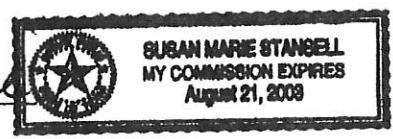
OWNER Tina R. Richey
TINA R RICHEY

SECTION 1
LOT(S) 148, 149, 150, 151

STATE OF TEXAS
COUNTY OF Montgomery

This instrument was acknowledged before me on this the 12th day of Oct, 2002 by

Susan M. Stansell
Notary Public, State of Texas



I desire to rescind the existing restrictions for Tri-Lake Estates, Section I or Section II, as amended, and do hereby rescind the existing restrictions as aforesaid and replace said restrictions with a new set of covenants and restrictions for Sections I and/or II.

OWNER David W. Menteer
DAVID W. MENTEER

SECTION I
LOT(S) 115, 116, 117, 118, + 119

STATE OF TEXAS
COUNTY OF MONTGOMERY

This instrument was acknowledged before me on this the 14th day of Oct, 2002 by

Susan M. Stansell
Notary Public, State of Texas



I desire to rescind the existing restrictions for Tri-Lake Estates, Section I or Section II, as amended, and do hereby rescind the existing restrictions as aforesaid and replace said restrictions with a new set of covenants and restrictions for Sections I and/or II.

OWNER J.A. Sonnen
JON A. SONNEN

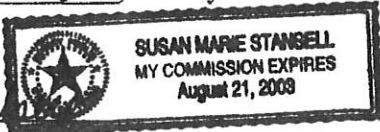
SECTION I 187-10-2769
LOT(S) 18 + 19

STATE OF TEXAS

COUNTY OF Montgomery

This instrument was acknowledged before me on this the 26 day of Oct, 2002 by

Susan M. Stansell
Notary Public, State of Texas



I desire to rescind the existing restrictions for Tri-Lake Estates, Section I or Section II, as amended, and do hereby rescind the existing restrictions as aforesaid and replace said restrictions with a new set of covenants and restrictions for Sections I and/or II.

OWNER R.L. Brady
R. L. BRADY

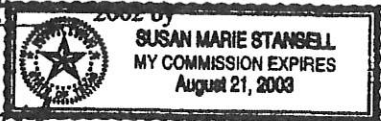
SECTION 1
LOT(S) 180 + 181

STATE OF TEXAS

COUNTY OF Montgomery

This instrument was acknowledged before me on this the 26 day of Oct, 2002 by

Susan M. Stansell
Notary Public, State of Texas



I desire to rescind the existing restrictions for Tri-Lake Estates, Section I or Section II, as amended, and do hereby rescind the existing restrictions as aforesaid and replace said restrictions with a new set of covenants and restrictions for Sections I and/or II.

OWNER Agnes
AGNES HOOPER

SECTION I
LOT(S) 16, 17

STATE OF TEXAS

COUNTY OF Montgomery

This instrument was acknowledged before me on this the 26 day of Oct, 2002 by

Susan M. Stansell
Notary Public, State of Texas



I desire to rescind the existing restrictions for Tri-Lake Estates, Section I or Section II, as amended, and do hereby rescind the existing restrictions as aforesaid and replace said restrictions with a new set of covenants and restrictions for Sections I and/or II.

187-10-2770

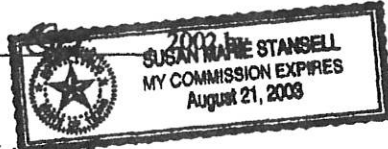
OWNER Mary E. Menteer
MARY E. MENTEER

SECTION I
LOT(S) 124, 144

STATE OF TEXAS

COUNTY OF Montgomery

This instrument was acknowledged before me on this the 26 day of _____



Susan Marie Stansell
Notary Public, State of Texas

I desire to rescind the existing restrictions for Tri-Lake Estates, Section I or Section II, as amended, and do hereby rescind the existing restrictions as aforesaid and replace said restrictions with a new set of covenants and restrictions for Sections I and/or II.

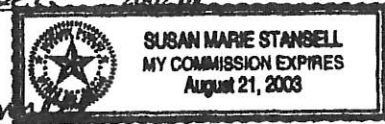
OWNER Michelle Corbin
MICHELLE CORBIN

SECTION 1
LOT(S) 67, 68, 96, 1/3 of 66

STATE OF TEXAS

COUNTY OF Montgomery

This instrument was acknowledged before me on this the 26 day of Oct., 2002 by _____



Susan Marie Stansell
Notary Public, State of Texas

I desire to rescind the existing restrictions for Tri-Lake Estates, Section I or Section II, as amended, and do hereby rescind the existing restrictions as aforesaid and replace said restrictions with a new set of covenants and restrictions for Sections I and/or II.

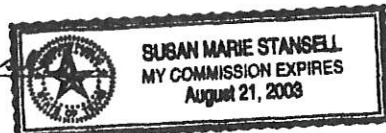
OWNER Lucy Firestone
LUCY FIRESTONE

SECTION I
LOT(S) 1/2 of 8, 9

STATE OF TEXAS

COUNTY OF Montgomery

This instrument was acknowledged before me on this the 26 day of Oct., 2002 by _____



Susan Marie Stansell
Notary Public, State of Texas

I desire to rescind the existing restrictions for Tri-Lake Estates, Section I or Section II, as amended, and do hereby rescind the existing restrictions as aforesaid and replace said restrictions with a new set of covenants and restrictions for Sections I and/or II.

187-10-2771

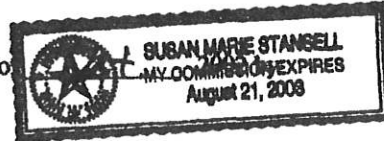
OWNER WILLIAM CLARK
William Clark

SECTION 1
LOT(S) 74+79

STATE OF TEXAS

COUNTY OF MONROE

This instrument was acknowledged before me on this the 27 day of _____



Susan M. Stansell
Notary Public, State of Texas

I desire to rescind the existing restrictions for Tri-Lake Estates, Section I or Section II, as amended, and do hereby rescind the existing restrictions as aforesaid and replace said restrictions with a new set of covenants and restrictions for Sections I and/or II.

OWNER David Plaster
David Plaster

SECTION 1
LOT(S) 179

STATE OF TEXAS

COUNTY OF Montgomery

This instrument was acknowledged before me on this the 27 day of _____



Susan M. Stansell
Notary Public, State of Texas

I desire to rescind the existing restrictions for Tri-Lake Estates, Section I or Section II, as amended, and do hereby rescind the existing restrictions as aforesaid and replace said restrictions with a new set of covenants and restrictions for Sections I and/or II.

OWNER Wendy Eddleman
Wendy Eddleman

SECTION 1
LOT(S) 182 + 183

STATE OF TEXAS

COUNTY OF Montgomery

This instrument was acknowledged before me on this the 27 day of Oct, 2002 by _____



Susan M. Stansell
Notary Public, State of Texas

I desire to rescind the existing restrictions for Tri-Lake Estates, Section I or Section II, as amended, and do hereby rescind the existing restrictions as aforesaid and replace said restrictions with a new set of covenants and restrictions for Sections I and/or II.

187-10-2772

OWNER Stephen Bowen
[Signature]

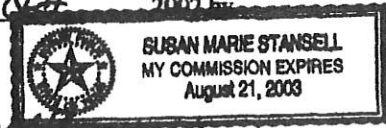
SECTION 1
LOT(S) 91,92

STATE OF TEXAS

COUNTY OF Montgomery

This instrument was acknowledged before me on this the 27 day of Oct, 2002 by

[Signature]
Notary Public, State of Texas



I desire to rescind the existing restrictions for Tri-Lake Estates, Section I or Section II, as amended, and do hereby rescind the existing restrictions as aforesaid and replace said restrictions with a new set of covenants and restrictions for Sections I and/or II.

OWNER Melissa L. Liesmann
Melinda L. Liesmann

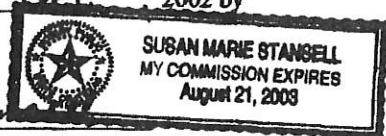
SECTION 1
LOT(S) 97,98

STATE OF TEXAS

COUNTY OF _____

This instrument was acknowledged before me on this the 27 day of Oct, 2002 by

[Signature]
Notary Public, State of Texas



I desire to rescind the existing restrictions for Tri-Lake Estates, Section I or Section II, as amended, and do hereby rescind the existing restrictions as aforesaid and replace said restrictions with a new set of covenants and restrictions for Sections I and/or II.

OWNER _____

SECTION _____
LOT(S) _____

STATE OF TEXAS

COUNTY OF _____

This instrument was acknowledged before me on this the ___ day of _____, 2002 by

Notary Public, State of Texas

I desire to rescind the existing restrictions for Tri-Lake Estates, Section I or Section II, as amended, and do hereby rescind the existing restrictions as aforesaid and replace said restrictions with a new set of covenants and restrictions for Sections I and/or II.

OWNER Ruby L. Tyler
RUBY L. TYLER

SECTION I

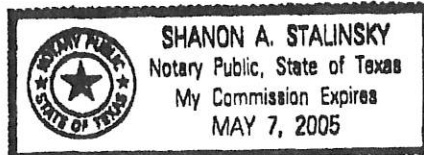
LOT(S) 64, 65, ²/₃ of 66

STATE OF TEXAS

COUNTY OF Montgomery

This instrument was acknowledged before me on this the 1st day of October, 2002 by Ruby L. Tyler

Shanon A. Stalinsky
Notary Public, State of Texas



I desire to rescind the existing restrictions for Tri-Lake Estates, Section I or Section II, as amended, and do hereby rescind the existing restrictions as aforesaid and replace said restrictions with a new set of covenants and restrictions for Sections I and/or II.

CAROL M. MCNEILL
OWNER Carol M. McNeill
MICHAEL H. MCNEILL
Michael H. McNeill

SECTION 1

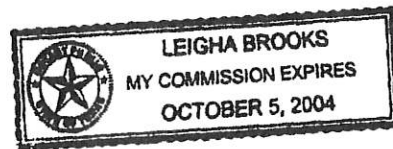
LOT(S) 58, 59, 61, 62, 63
71, 72, 73, 74, 75 + 77

STATE OF TEXAS

COUNTY OF HARRIS

This instrument was acknowledged before me on this the 18 day of September 2002 by Carol M. McNeill and Michael N. McNeill

Leigha Brooks
Notary Public, State of Texas



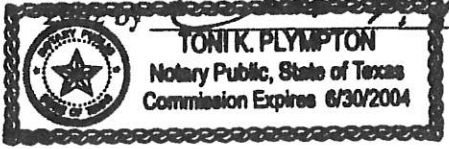
I desire to rescind the existing restrictions for Tri-Lake Estates, Section I or Section II, as amended, and do hereby rescind the existing restrictions as aforesaid and replace said restrictions with a new set of covenants and restrictions for Sections I and/or II.

OWNER Bill and Karen Mitchell SECTION 1
LOT(S) 52 & 53

STATE OF TEXAS Don F. Mitchell

COUNTY OF Montgomery

This instrument was acknowledged before me on this the 19th day of September, 2007, by Don F. Mitchell



Toni K Plympton
Notary Public, State of Texas

I desire to rescind the existing restrictions for Tri-Lake Estates, Section I or Section II, as amended, and do hereby rescind the existing restrictions as aforesaid and replace said restrictions with a new set of covenants and restrictions for Sections I and/or II.

OWNER Jerome B. Brown

SECTION I

Jerome B. Brown

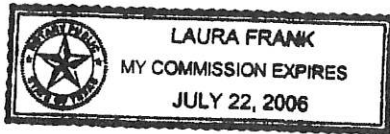
LOT(S) 24

STATE OF TEXAS

COUNTY OF Harris

This instrument was acknowledged before me on this the 6 day of Sept., 2002 by Jerome B. Brown

Laura Frank
Notary Public, State of Texas



187-10-2777

I desire to rescind the existing restrictions for Tri-Lake Estates, Section I or Section II, as amended, and do hereby rescind the existing restrictions as aforesaid and replace said restrictions with a new set of covenants and restrictions for Sections I and/or II.

OWNER Christia Gmitter
Gmitter

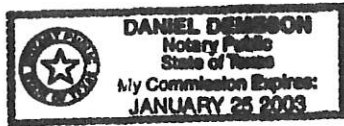
SECTION 1

LOT(S) n/2 Lot 188 & 187

STATE OF TEXAS

COUNTY OF TRAVIS

This instrument was acknowledged before me on this the 20 day of Sept, 2002 by Christia Gmitter



Daniel Demson
Notary Public, State of Texas

187-10-2778

I desire to rescind the existing restrictions for Tri-Lake Estates, Section I or Section II, as amended, and do hereby rescind the existing restrictions as aforesaid and replace said restrictions with a new set of covenants and restrictions for Sections I and/or II.

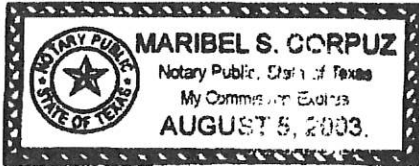
OWNER HERSHEL E. SALE
Hershel E. Sale
CHRISTINE H. SALE
Christine H. Sale

SECTION 1
LOT(S) 29 & 30

STATE OF TEXAS

COUNTY OF HARRIS

This instrument was acknowledged before me on this the 9th day of Sept, 2002 by Hershel E. Sale and Christine H. Sale



Maribel S. Corpuz
Notary Public, State of Texas

187-10-2779

I desire to rescind the existing restrictions for Tri-Lake Estates, Section I or Section II, as amended, and do hereby rescind the existing restrictions as aforesaid and replace said restrictions with a new set of covenants and restrictions for Sections I and/or II.

OWNER Betty R Mitchell

SECTION 1

BETTY MITCHELL

LOT(S) 56 & 57

STATE OF TEXAS

COUNTY OF Montgomery

This instrument was acknowledged before me on this the 18 day of September 2002 by BETTY R. MITCHELL



Lisa Kay White
Notary Public, State of Texas

187-10-2780

I desire to rescind the existing restrictions for Tri-Lake Estates, Section I or Section II, as amended, and do hereby rescind the existing restrictions as aforesaid and replace said restrictions with a new set of covenants and restrictions for Sections I and/or II.

OWNER Charles D. Stansell

SECTION 1

Charles D. Stansell

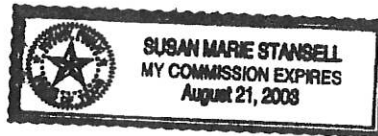
LOT(S) 49, 50, 82, 131

STATE OF TEXAS

COUNTY OF Montgomery

This instrument was acknowledged before me on this the 15th day of September, 2002 by Charles D. Stansell

Susan Marie Stansell
Notary Public, State of Texas



187-10-2781

I desire to rescind the existing restrictions for Tri-Lake Estates, Section I or Section II, as amended, and do hereby rescind the existing restrictions as aforesaid and replace said restrictions with a new set of covenants and restrictions for Sections I and/or II.

DOLORAS MCGARRY

OWNER *Doloras McGarry*
J. Milton McGarry
J. Milton McGarry

SECTION I

LOT(S) 120, 121

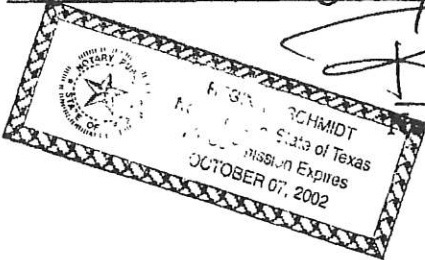
STATE OF TEXAS

COUNTY OF Harris

This instrument was acknowledged before me on this the 12th day of September 2002 by Doloras McGarry

Kevin F. Schmitt

Notary Public, State of Texas



I desire to rescind the existing restrictions for Tri-Lake Estates, Section I or Section II, as amended, and do hereby rescind the existing restrictions as aforesaid and replace said restrictions with a new set of covenants and restrictions for Sections I and/or II.

OWNER [Signature]

SECTION 2

BRIAN LEN ROSS

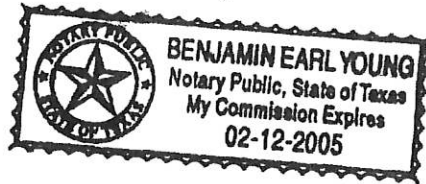
LOT(S) 51

STATE OF TEXAS

COUNTY OF MONTGOMERY

This instrument was acknowledged before me on this the 4 day of OCT, 2002 by BRIAN LEN ROSS

[Signature]
Notary Public, State of Texas



187-10-2783

I desire to rescind the existing restrictions for Tri-Lake Estates, Section I or Section II, as amended, and do hereby rescind the existing restrictions as aforesaid and replace said restrictions with a new set of covenants and restrictions for Sections I and/or II.

OWNER Paul W. Gimmlek SECTION 1
X Elizabeth D. Gimmlek LOT(S) 42, 43, 44, 110

STATE OF TEXAS

COUNTY OF HARRIS

This instrument was acknowledged before me on this the 10th day of OCTOBER, 2002 by PAUL W. GIMMLEK & ELIZABETH D. GIMMLEK

Edward D. Mijan
Notary Public, State of Texas

RECORDER'S MEMORANDUM
Notary Seal Is Missing

187-10-2784

I desire to rescind the existing restrictions for Tri-Lake Estates, Section I or Section II, as amended, and do hereby rescind the existing restrictions as aforesaid and replace said restrictions with a new set of covenants and restrictions for Sections I and/or II.

OWNER MYRTLE A. ALBERT

SECTION 1

Myrtle A. Albert

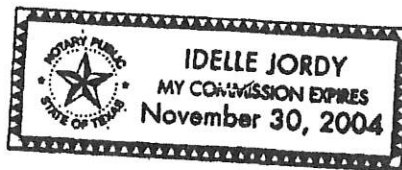
LOT(S) 32

STATE OF TEXAS

COUNTY OF MONTGOMERY

This instrument was acknowledged before me on this the 5 day of October, 2002 by Myrtle Ann Albert

Idelle Jordy
Notary Public, State of Texas



RECORDER'S MEMORANDUM:
At the time of recordation, this instrument was found to be inadequate for the best photographic reproduction because of illegibility, carbon or photo copy, discolored paper, etc. All black-outs, additions and changes were present at the time the instrument was filed and recorded.

187-10-2785

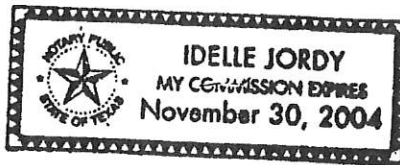
I desire to rescind the existing restrictions for Tri-Lake Estates, Section I or Section II, as amended, and do hereby rescind the existing restrictions as aforesaid and replace said restrictions with a new set of covenants and restrictions for Sections I and/or II.

OWNER Patricia J. Fredrickson SECTION #1
PATRICIA J. FREDRICKSEN LOT(S) 31

STATE OF TEXAS
COUNTY OF Montgomery

This instrument was acknowledged before me on this the 5 day of OCTOBER 2002 by PATRICIA JEAN FREDRICKSEN

Idelle Jordy
Notary Public, State of Texas



FILED FOR RECORD
2002 NOV 14 AM 10: 29

Mark Tarball
COUNTY CLERK
MONTGOMERY COUNTY, TEXAS

STATE OF TEXAS
COUNTY OF MONTGOMERY
I hereby certify this instrument was filed in File Number Sequence on the date and at the time stamped herein by me and was duly RECORDED in the Official Public Records of Real Property at Montgomery County, Texas

NOV 14 2002



Mark Tarball
County Clerk
Montgomery County, Texas

192273

RESTRICTIONS FOR TRI-LAKE ESTATES

DEEDS

THE STATE OF TEXAS X

COUNTY OF MONTGOMERY X

WHEREAS, GULF-TEX CONSTRUCTION COMPANY, a Texas corporation maintaining its principal office in the City of Houston, Harris County, Texas, being the owner in fee simple of the following described lots, tracts and parcels of land, situated in Montgomery County, Texas, to-wit:

All of TRI-LAKE ESTATES, SECTION III, a subdivision in Montgomery County, Texas, according to the Map or Plat thereof recorded in Volume 7 at Page 359, Map Records of Montgomery County, Texas, and

WHEREAS, it is the desire of the said owner to establish and adopt a general and uniform plan for the improvement, development, sale and use of all of the lots in said TRI-LAKE ESTATES, SECTION III, for the benefit and protection of the present and future owners of lots therein;

NOW, THEREFORE, GULF-TEX CONSTRUCTION COMPANY, being the Owner of all the above described property, known as TRI-LAKE ESTATES, SECTION III, a subdivision in Montgomery County, Texas, according to the map or plat thereof above referred to, does hereby impose the following restrictions upon said property, which shall constitute covenants running with the land and shall inure to the benefit of GULF-TEX CONSTRUCTION COMPANY, its successors and assigns, and to each and every purchaser of lots in said subdivision and their assigns, and anyone of said beneficiaries shall have the right to enforce said restrictions, using whatever legal method is deemed advisable.

SECTION ONE: RESERVATIONS

1. Owner reserves the right to impose further restrictions and to dedicate additional easements and rights-of-way for roads, streets and utilities on any unsold tracts in said subdivision, such restrictions to be imposed and such easements and rights-of-way to be dedicated either by instrument in writing duly recorded in the office of the County Clerk of Montgomery County, Texas, or incorporated in any deed from owner conveying the site or sites affected thereby.

2. Neither owner nor any utility company using such streets and easements shall be liable for any damages done by them or their agents, employees, servants, or assigns, to shrubbery, trees, flowers, or other property belonging to any lot owner of the property in which easements are reserved.

SECTION TWO: RESTRICTIONS, COVENANTS AND CONDITIONS

1. LAND USE AND BUILDING TYPE. All lots above described are hereby designated to be used for residential purposes only, and are hereinafter sometimes referred to as "residential lots;" and no structure shall be erected, altered, placed or permitted to remain on any residential lot other than one detached single-family dwelling not to exceed one and one-half stories in height, together with an attached or detached garage for not more than four (4) cars, servants quarters and such other outbuildings as may be appropriate for the use and occupancy of such residence as a single-family dwelling. As used hereby the term "residential purposes" shall be construed to prohibit the use of said property for duplex houses, garage apartments or apartment houses and the use of any lot for business

or professional purposes of any kind, or for any commercial or manufacturing purposes whatsoever is strictly prohibited.

2. ARCHITECTURAL CONTROL. No building shall be erected, placed or altered on any lot until the construction plans and specifications and a plot plan showing the locations of the structure have been approved by the Architectural Control Committee hereinafter established as to quality of workmanship and materials, harmony of external design with existing structures, as to location with respect to topography and finished grade elevation. No fence or wall shall be erected, placed or altered on any lot nearer to the street than the minimum building setback lines as shown on the recorded plat.

3. DWELLING SIZE. The ground floor area of the main residential structure, exclusive of open porches and garages, shall be not less than 750 square feet in dwellings constructed on lots one (1) through five (5); and not less than 900 square feet in dwellings constructed on Western Hills Tract, Shady Nook Tract, Hilltop Farm Tract, Sleepy Hollow Tract, and Green Acre Tract, all in TRI-LAKE ESTATES, SECTION III.

4. BUILDING LOCATION. No building shall be located on lots one (1) through five (5), TRI-LAKE ESTATES, SECTION III, within 15 feet of the front property line. No building shall be located nearer than five (5) feet to any interior lot line, except that a garage or other permitted accessory building located seventy (70) feet or more from the front lot line may be located within three (3) feet of an interior lot line.

5. MINIMUM LOT AREA. No lot or tract shall be resubdivided, nor shall any building be erected or placed on any lot having area of less than 7,500 square feet on lots one (1) through five (5) and 9000 square feet on Western Hills Tract, Shady Nook Tract, Hilltop Farm Tract, Sleepy Hollow Tract, and Green Acre Tract, all in TRI-LAKE ESTATES, SECTION III, provided however, that nothing herein contained shall be construed to prohibit the resubdivision of any lot or lots within said subdivision if such resubdivision increases the minimum lot area aforesaid of all building plots affected thereby, it being the intention of this restriction that no building plot within said subdivision shall contain less than the aforesaid minimum area.

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

7. TEMPORARY STRUCTURES. Subject to the exception of Barns on the North 50 feet of Western Hills Tract, Shady Nook Tract, Hilltop Farm Tract, Sleepy Hollow Tract and Green Acre Tract, all in TRI-LAKE ESTATES, SECTION III, no structure of a temporary character, trailer, basements, tent, shack, garage, barn or other structure shall be used on any lot at any time as a residence, either temporarily or permanently; nor shall any outbuilding appurtenant to the main building situated thereon be used as a residence, either temporarily or permanently.

8. SIGNS AND BILLBOARDS. No signs, billboards, posters or advertising devices of any character shall be erected on any lot or plot except one sign of not more than ten square feet advertising the property for sale or rent or signs used by a builder to advertise the property during the construction and sales period. The right is reserved by GULF-TEX CONSTRUCTION COMPANY to construct and maintain such signs, billboards or advertising devices as is customary in connection with the general sale of property in this subdivision.

9. OIL AND MINING OPERATIONS. No oil drilling or development operations, oil refining, quarrying or mining operations of any kind shall be permitted upon or in any lot, nor shall oil wells, tanks, tunnels, mineral excavations or shafts be permitted upon or in any lot. No derrick or other structure designed for use in boring for oil or natural gas shall be erected, maintained or permitted upon any lot.

10. GARBAGE AND REFUSE DISPOSAL. No lot shall be used or maintained as a dumping ground for rubbish. Trash, garbage or other waste shall not be kept except in sanitary containers. All incinerators or other equipment for the storage or disposal of such materials shall be kept in a clean and sanitary condition. No outside privy of any kind shall be erected, placed or maintained upon any lot, and no septic tank or other sewage disposal facilities shall be permitted which would result in raw or untreated sewage flowing or permeating into any stream, lake or water well in the vicinity thereof. No septic tank or other sewage disposal facility shall be installed or permitted upon any lot unless approved by the governmental authorities having jurisdiction thereof and the Architectural Control Committee, with respect both to the size, design and location of the facility. Drainage of septic tanks into roads, streets, drainage ditches, streams or lakes in the vicinity, either directly or indirectly, is strictly prohibited. Provided further that no lot shall be used for the open storage of any materials whatsoever which storage is visible from the streets, except that new building materials used in the construction of improvements erected upon any lot may be placed upon such lot at the time construction is commenced and may be maintained thereon for a reasonable time, so long as the construction progresses without undue delay, until the completion of the improvements, after which these materials shall either be removed from the lot or stored in a suitable enclosure on the lot.

11. LIVESTOCK AND POULTRY. No animals, livestock or poultry of any kind shall be raised, bred or kept on any lot except that dogs, cats, or other household pets may be kept, provided that they are not kept, bred, or maintained for any commercial purposes, except that horses may be kept within the rear fifty (50) feet of Western Hills Tract, Shady Nook Tract, Hilltop Farm Tract, Sleepy Hollow Tract and Green Acre Tract, all in TRI-LAKE ESTATES, SECTION III, provided that a suitable enclosure, approved by the Architectural Control Committee, shall be provided and maintained by the lot owner.

SECTION THREE: ARCHITECTURAL CONTROL COMMITTEE

1. The Architectural Control Committee shall be composed of Webb Melder, Donald Dean and Mary Melder, of Houston, Harris County, Texas. The foregoing members shall serve for a period of fifteen (15) years or until their successors are duly appointed. A majority of the Committee may designate a representative to act for it. In the event of the death or resignation of any member of the Committee, the remaining members of the Committee shall have full authority to designate a successor. Neither the members of the Committee nor their designated representatives shall be entitled to any compensation for services performed pursuant to this covenant. At any time after the expiration of ten (10) years from date of these restrictions, the then record owners of a majority of the lots in this subdivision shall have the power through a written instrument executed by the then owners of a majority of such lots and duly recorded in the Deed Records of Montgomery County, Texas, to change the membership of the Committee and to restore to the Committee any of its original powers and duties.

2. The Committee's approval or disapproval as required in these covenants shall be in writing. In the event the Committee or its designated representative fails to approve or disapprove within thirty (30) days after plans and specifications have been submitted to it, or in any event, if no suit to enjoin the construction has been commenced prior to the completion thereof, approval will not be required and the related covenants shall be deemed to have been fully complied with.

SECTION FOUR: TRI-LAKE ESTATES PROPERTY OWNERS ASSOCIATION

The owner herein will cause to be organized under the Texas non-profit corporation act, a corporation which will have the specific purpose of enforcing, collecting and receipting for the maintenance charge hereinafter

imposed upon the above described property and for the further purpose of managing, controlling and expending the funds derived therefrom, and the membership in said corporation shall be restricted to the record owners of lots in the aforesaid subdivision, including all future sections thereof which are subject to the maintenance charge aforesaid, or its equivalent; those entitled to membership shall include the owner herein and all home builders and investors who may become record owners of lots in said subdivision, each such person or entity owning one or more lots therein being entitled to membership in the corporation and subject to the By-laws and the rules and regulations pertaining to membership legally established from time to time, to be entitled to one vote per lot owned on each matter submitted to a vote at any meeting of the membership of such corporation, such vote to be exercised by only one of any two or more tenants in common; split or fractional votes where tenants in common cannot agree being specifically prohibited.

MAINTENANCE CHARGE

1. Each residential lot in TRI-LAKE ESTATES, SECTION III, is hereby subjected to an annual maintenance charge of not more than \$24.00 per annum, such maintenance charge hereby created to be designated hereinafter as the "Maintenance Fund" and to be paid by the owner or owners of each lot within TRI-LAKE ESTATES, SECTION III, annually in advance, upon the first day of January in each year, commencing January 1, 1967, EXCEPT THAT ANYTHING HEREIN ABOVE CONTAINED TO THE CONTRARY NOTWITHSTANDING IT IS CONTROLLINGLY PROVIDED that so long as the title to any lot or lots above described remains vested in the owner (Grantor herein) and its successors, same shall not be subjected to such maintenance charge until after January 1, 1972, after which time same shall be subjected thereto the same as any other lot theretofore conveyed by Owner (Grantor herein); provided that the foregoing exceptions shall not be construed to limit the right of the Owner (Grantor herein) to membership in the property owners association hereinabove mentioned, nor shall same be construed as an exemption from liability for such maintenance fund after the conveyance of any such lot or lots by the Owner (Grantor herein), to individual lot owners. The amount of such annual charge will be determined and established from year to year by the above mentioned property owners association, at either the annual membership meeting or any special meeting of the membership called for that purpose and conducted between the first day of January and the 31st day of March, and the maintenance charge so levied shall be paid to the above mentioned property owners association and used by it for the use and benefit of all residents of TRI-LAKE ESTATES, SECTION III, and all subsequent sections of TRI-LAKE ESTATES, subdivision, wherein the residential lots are impressed with and subjected to an annual maintenance charge equivalent to the maintenance charge imposed hereby, and which are subject to the jurisdiction of the property owners association above mentioned as herein provided, such uses and benefits to include by way of clarification but not limitation, the maintenance of streets, parks, parkways, esplanades and vacant lots; for providing fire, police or watchman services; for providing and maintaining street lighting, fogging for insect control, caring for and watering transplanted shrubbery and trees at entrances, in esplanades and upon vacant lots; for back door garbage and rubbish pickup; for providing, maintaining and operating recreational facilities, including, but not limited to, swimming, fishing and boating facilities, barns, stables and corrals, caretakers, life guards, attendants and assistants; for the enforcement of these restrictions and for providing and doing all other things necessary or desirable, in the opinion of the association, toward the maintenance and/or improvement of the subdivision and which is considered for the benefit of the owners and residents of the subdivision, the foregoing uses and purposes being permissive and not mandatory, and the decisions of the property owners association being final as long as made in good faith, and in accordance with the laws and the by-laws governing the association; such annual maintenance charges to continue for such period as these restrictions are in effect.

2. To secure the payment of the maintenance fund established hereby and to be levied on individual residential lots above described, there shall be reserved in each Deed by which the Owner (Grantor herein) shall convey such properties, or any part thereof, the Vendor's Lien for benefit of the above mentioned property owners association, said lien to be enforceable through appropriate proceedings at law by such beneficiary; provided, however, that each such lien shall be specifically made secondary, subordinate and

inferior to all liens, present and future, given, granted and created by or at the instance and request of the owner of any such lot to secure the payment of monies advanced or to be advanced on account of the purchase price and/or the improvement of any such lot, and further provided that as a condition precedent to any proceeding to enforce such lien upon any lot upon which there is an outstanding valid and subsisting first mortgage lien, said beneficiary shall give the holder of such first mortgage lien, sixty (60) days written notice of such proposed action, such notice, which shall be sent to the nearest office of such first mortgage holder by prepaid U. S. Registered Mail, to contain the statement of the delinquent maintenance charges upon which the proposed action is based. Upon the request of any such first mortgage lien holder, said beneficiary shall acknowledge in writing its obligation to give the foregoing notice with respect to the particular property covered by such first mortgage lien to the holder thereof.

SECTION FIVE: GENERAL PROVISIONS

1. TERM. These covenants are to run with the land and shall be binding upon all of the parties and all the persons claiming under them for a period of forty (40) years from the date these covenants are recorded after which time said covenants shall be automatically extended for successive periods of ten (10) years, unless an instrument signed by a majority of the ten owners of the lots has been recorded agreeing to change said covenants in whole or in part. If the parties hereto, or any of them, or their heirs or assigns, shall violate or attempt to violate any of the covenants herein, it shall be lawful for any other person or persons owning any real property, situated in said development or subdivision to prosecute any proceedings at law or in equity against the person or persons violating or attempting to violate any such covenants and either to prevent him or them from so doing or to recover damages or other dues for such violation.

2. SEVERABILITY. Invalidation of any one of these covenants by judgment or other court order shall in no-wise affect any of the other provisions which shall remain in full force and effect.

IN TESTIMONY OF WHICH, the undersigned have executed or caused these presents to be executed by and through their respective officers, this the 17th day of June, 1966.

ATTEST:

GULF-TEX CONSTRUCTION COMPANY

William Anderson
Secretary

BY: *Glen W. Loggins*
VICE President

THE STATE OF TEXAS X

COUNTY OF HARRIS X

BEFORE ME, the undersigned authority, on this day personally appeared Glen W. Loggins, known to me to be the person whose name is subscribed to the foregoing instrument, as President of GULF-TEX CONSTRUCTION COMPANY, a Texas corporation, and acknowledged to me that he executed the same for the purposes and consideration therein expressed, in the capacity stated, and as the act and deed of said corporation.

GIVEN UNDER MY HAND AND SEAL OF OFFICE this the 17th day of June A. D., 1966.

Barbara K. Crews
Notary Public in and for Harris County, Texas

FILED FOR RECORD
AT 11:53 O'CLOCK A M -5-

JUN 20 1966

W. T. HOOPER
Clerk County Court, Montgomery Co., Tex.
BY *W. T. Hooper* DEPUTY

