

NOTICE OF CONFIDENTIALITY RIGHTS: IF YOU ARE A NATURAL PERSON, YOU MAY REMOVE OR STRIKE ANY OR ALL OF THE FOLLOWING INFORMATION FROM THIS INSTRUMENT BEFORE IT IS FILED FOR RECORD IN THE PUBLIC RECORDS: YOUR SOCIAL SECURITY NUMBER OR YOUR DRIVER'S LICENSE NUMBER.

Amended and Restated Declaration of Restrictive Covenants

THE STATE OF TEXAS §
 §
COUNTY OF MONTGOMERY §

Declarant: Lone Star Lingo, LLC

Declarant's Address: PO Box 1074, Montgomery, Texas 77356

Property: A called 50-acres tract as conveyed in Warranty Deed to Lone Star Lingo, LLC., recorded in the Official Public Records of Montgomery County, Texas under County Clerk's File Number 2020-026695, and is depicted on the attached survey prepared by Jeffrey Moon (the "Survey").

Prior Restrictive Covenants: That certain Declaration of Restrictive Covenants filed for record in the Official Public Records of Montgomery County, Texas under County Clerk's File Number 20211026445.

Declarant is the owner of the Property. Declarant previously imposed on the Property the Prior Restrictive Covenants. Declarant now desires to replace the Prior Restrictive Covenants in its entirety with this Amended and Restated Declaration of Restrictive Covenants (this "Declaration").

NOW, THEREFORE, Declarant hereby adopts, establishes and imposes this Declaration upon the Property, which replaces in its entirety the Prior Restrictive Covenants, and declares that the reservations, easements, restrictions, covenants and conditions contained within this Declaration are applicable to Property, for the purpose of enhancing and protecting the value, desirability and attractiveness of the Property, which reservations, easements, covenants, restrictions and conditions shall run with Property and shall be binding upon all parties having or acquiring any right, title or interest in any part of the Property, and shall inure to the benefit of each owner of the Property, Declarant and its successors and assigns.

Setback: No structure, including its eaves, overhangs, and porches, shall be located any closer to a property line shown on the Survey than twenty five feet. Additionally, no residence, outbuildings, or other improvements or structures, including, without limitation, manufactured homes of any kind, shall be placed, installed, or constructed within one hundred feet (100') of the front property line adjoining Peterson Road.

Use Restrictions:

(a) No part of the Property, or any improvements situated thereon shall be put to any industrial, manufacturing, or other uses that may become an annoyance or nuisance to the neighborhood or which may be offensive by reason of odor, fumes, dust, smoke, noise, vibration, or pollution including but not limited to factories, slaughterhouses, tanneries, truck stops (not to include gasoline stations), or which are hazardous by reason of the excessive danger of fire or explosion.

(b) No part of the Property shall be used or maintained as a dumping ground for rubbish or trash and no garbage or other waste shall be kept except in sanitary containers. All incinerators or other equipment for the storage and disposal of such materials shall be kept in a clean and sanitary condition. Notwithstanding the foregoing, no Hazardous Substance shall be brought onto, installed, used, stored, treated, disposed of, or transported over the Property and all activities thereon shall always comply with Applicable Law. The term "Hazardous Substance" shall mean any substance which, as of the date hereof, or from time-to-time hereafter, shall be listed as "hazardous" or "toxic" under the regulations implementing the Comprehensive Environmental Response Compensation and Liability Act ("CERCLA"), 42 U.S.C. §§9601 et seq., the Resource Conservation and Recovery Act ("RCRA"), 42 U.S.C. §§6901 et seq., or listed as such in any applicable state or local law or which has been or shall be determined at any time by any agency or court to be a hazardous or toxic substance regulated under applicable law. The term "Applicable Law" shall include, but shall not be limited to, CERCLA, RCRA, The Federal Water Pollution Control Act, 33 U.S.C. §§ 1251 et seq., the Clean Air Act, 42 U.S.C. §§6901 et seq., and any other local, state, and/or federal laws or regulations that govern the existence, cleanup and/or remedy of contamination on property, the protection of the environment from spill deposited or otherwise in place of contamination, the control of hazardous waste or the use, generation, transport, treatment, removal or recovery, of hazardous substances, including building materials.

(c) No part of the Property shall be used to store vehicles that are not in serviceable or usable condition nor to store junk, scrap metal, wrecked cars, or other similar materials.

General Provisions

1. *Term.* This Declaration is binding for a term of ten years. After that, this Declaration automatically continues for successive terms of 10 years each, unless within 3 months before the end of a term the owners of three of the four tracts shown on the Survey vote to not extend the term.

2. *No Waiver.* Failure by an owner of the Property to enforce this Declaration is not a waiver.

3. *Corrections.* Declarant may correct typographical or grammatical errors, ambiguities, or inconsistencies contained in this Declaration, provided that any correction must not impair or effect a vested property right of any owner of the Property.

4. *Amendment.* This Declaration may be amended at any time by the affirmative vote of three of the four tracts shown on the Survey.

5. *Severability.* The unenforceability or invalidity of any provision of this Declaration shall not affect the enforceability or validity of any other provision.

6. *Pursuit Mediation.* As a condition precedent to the commencement of a legal proceeding to enforce this Declaration, the owners involved in the dispute will mediate the dispute in good faith.

Acknowledged and agreed to this 11 day of December, 2023.

Lone Star Lingo, LLC

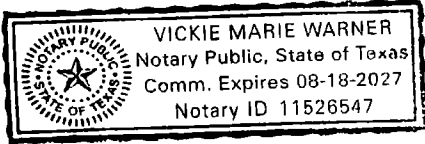
By: 

Teresa Baker, manager _____

STATE OF TEXAS

COUNTY OF MONTGOMERY

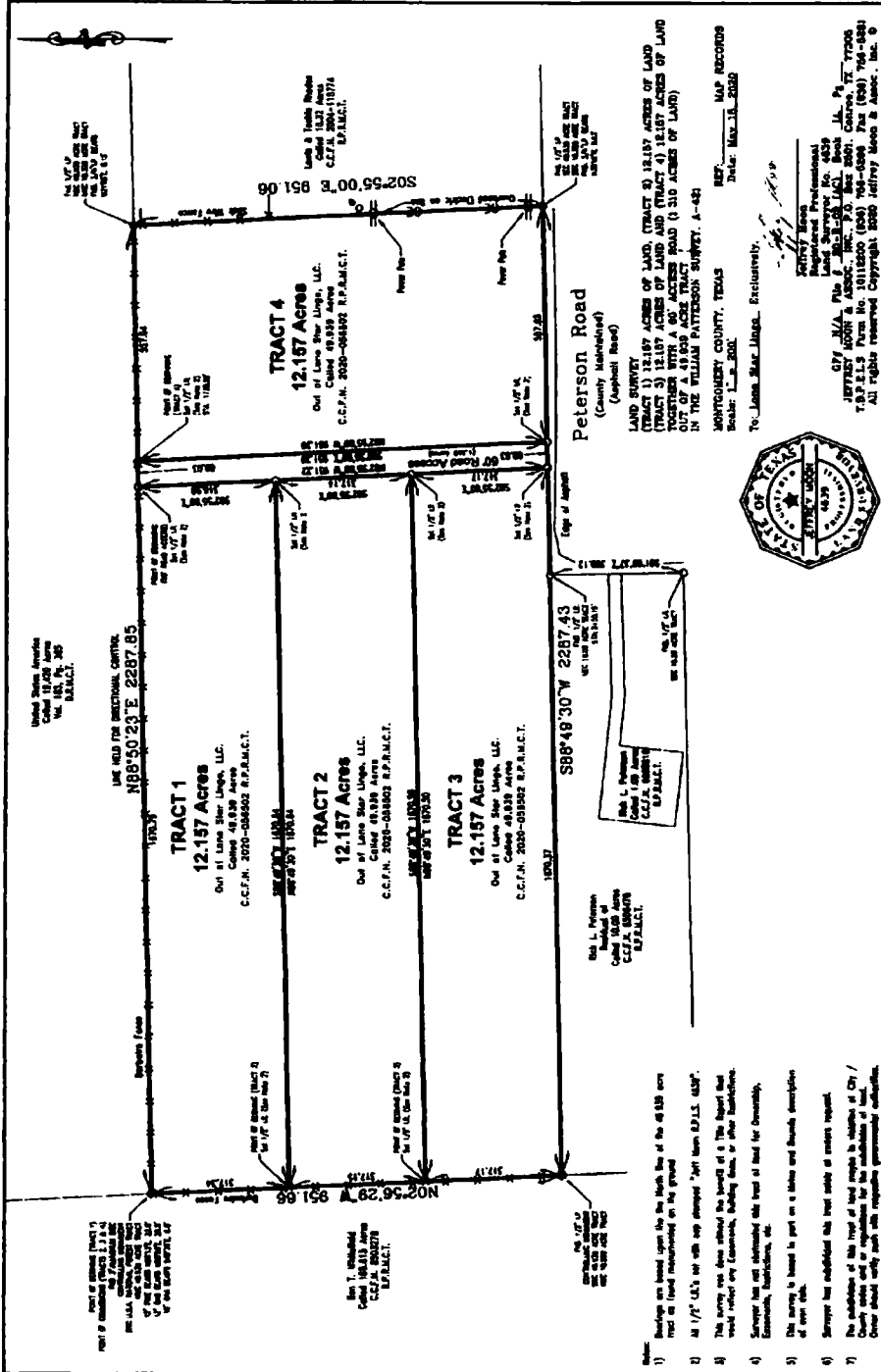
This instrument was acknowledged to me by Teresa Martelon-Baker on December 11, 2023, as President of Martelon Enterprises, Inc, Manager of Lone Star Lingo, LLC, a limited liability company, on behalf of said limited liability company, in the capacity therein.



Vickie Marie Warner

Notary Public, State of Texas

EXHIBIT "A"



E-FILED FOR RECORD

12/11/2023 03:15PM



L. Brandon Steinmann

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.

12/11/2023



L. Brandon Steinmann

County Clerk,
Montgomery County, Texas