

FREESTONE LAKEWOOD MAINTENANCE FUND, INC BYLAWS

LAKEWOOD SUBDIVISION, COUNTY OF FREESTONE, STATE OF TEXAS

THE STATE OF TEXAS, COUNTY OF FREESTONE,  
MAKES KNOWN TO ALL HOMEOWNERS THE FOLLOWING RESTRICTIONS:

WHEREAS, Lakewood Homeowners Association is the owner of a tract of land in the REDDIN GAINER LEAGUE, A-12, Freestone County, Texas, which has been subdivided and platted as Lakewood, as shown by map thereof, recorded in Vol. 1, page 76 of the Records of Freestone County, Texas; and, WHEREAS, it is deemed to be in the best interest of the persons who may purchase lots described in and covered by the above mentioned plat, that there be an established and maintained uniform plan for the improvements and development of the lands covered thereby as a highly restricted and modern subdivision;

NOW, THEREFORE, Lakewood Homeowners Association being the owner of said subdivision, does hereby adopt the following covenants and restrictions which shall be taken and deemed to be covenants to run with the lands and shall be binding on all persons and entities claiming under them until January 1, 2023 at which time said covenants, conditions and restrictions shall be automatically extended for successive period of ten (10) years each unless by duly recorded instrument signed by the board of directors and a majority of the property owners in said addition it is agreed to change said covenants, conditions and restrictions in whole or in part.

If the above named owner or any of its successors 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 the above referred to 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 violations.

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

**(A)** No lot shall be used except for residential purposes; The term "Residential Purposes" as used herein shall be held and construed to exclude hospitals, clinics,

duplex houses, apartment houses, mobile homes, boarding houses, tiny homes, short term rentals, storage containers, hotels and to exclude commercial and professional uses whether from homes, residences or otherwise, and all such uses of said property are hereby expressly prohibited; No building shall be erected, altered, placed or permitted to remain on any lot other than (1) one detached single family dwelling not to exceed two (2) stories in height, together with a private garage or carport for not more than three (3) cars unless otherwise built for that use and mother in law type quarters which may be occupied by an integral part of the family on the building site, (2) a tool shed or workshop, attached or unattached to the residence building; and (3) one 1-story livestock barn or shed not to exceed 400 square feet of floor area upon those lots where the keeping of livestock is permissible as hereinafter provided. **If a storage container is currently in place it MUST be moved out of the line of sight from the road at the expense of the homeowner.** After 9/1/2023 anyone violating the unapproved structure restriction will accrue a fine until the structure is removed. The first offense fine being \$100 and increasing from there to \$300, \$600, and \$1,000.

**(B)** No structural improvements of any nature shall be erected, placed or altered on any building plot in this subdivision until the plans, specifications and plot plans showing the location of such improvements have been approved in writing as to conformity and harmony of external design with existing structures in the Lakewood subdivision, and as to location with respect to topography and finished ground elevation by an Architectural Control Committee, or by a representative designated by a majority of the members of said committee. In the event of death or resignation of any member of said committee the remaining member or members shall have the full authority to approve or disapprove such design and location or to designate a representative with like authority.

In the event said committee, or its designated representative fails to approve or disapprove such design and location within thirty (30) days after said plans and specifications have been submitted to it, or in any event, if no suit to enjoin the erection of such building or the making of such alterations have been commenced prior to sixty (60) days after completion thereof, such approval will not be required and this covenant shall be deemed to have been complied with.

**(C)** Except as may be authorized in writing by the Architectural Control Committee/Board, no building shall be located nearer to the front lot line or nearer to any public street than 25 feet. no slab or foundation of any building (including garages, sheds, and barns) shall be located nearer than ten (10) feet from the rear/lot lines. and from the side Overhang of the walls and roofs of buildings shall be permitted so long as such overhang does not extend out more than two (2) feet from the slab or foundation. All improvements shall be constructed to front on the street upon which the site faces,

with provision that each corner site may face on any street on which it has frontage, and the garage may also face on any street on which the lot has frontage.

**(D)** No residential structure shall be erected or placed on any building plot having an area of less than seven thousand, five hundred (7,500) square feet or a width of less than seventy-five (75) feet at the front building setback line.

**(E)** No basement, tent, shack, garage, barn, or other outbuilding erected on the tract 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, with the exception that one mobile home or RV may be used as a residence on each lot on a temporary basis, prior to the construction of a permanent residence, for a period not to exceed twenty- four (24) months from date of purchase of the lot. Each mobile home to be used as a temporary residence must first be approved in writing by the Architectural Control Committee and/or Board and such mobile home must have a minimum living area of five hundred (500) square feet. The mobile home must have been initially registered no earlier than January 1, 2013, it must be placed on the lot with the long axis of the vehicle parallel to the street, and in the case of a corner lot location, must be placed with the long axis of the vehicle parallel to the street upon which the lot has the greater frontage. It must be connected to the water and sewer lines of the subdivision. The foundation of the mobile home must be covered or closed in with siding or other material approved by the Architectural Control Committee, and the mobile home must in all other instances conform to the other requirements of these restrictions for permanent residences.

**(F)** No permanent residential structure shall be placed on any lot unless its living area has a minimum of one thousand (1,000) square feet of floor area exclusive of porches and garage.

**(G)** The exterior walls of all residences, garages and outbuildings shall be kept in good order, no peeling paint, or broken glass, and shall be at least fifty-one percent (51%) brick, brick veneer, stone, stone veneer, rough cedar, or redwood, and all roofs shall be of the wood-shingle, composition-shingle type, or metal; provided, however, the Architectural Control Committee and/or Board may approve variations from such construction requirements in specific cases. If a structure is built that does not follow the 51% a fine of \$1,000 annually will be billed in addition to the yearly dues.

**(H)** All fences surrounding the owned property must be the same in construction, color, and size. Acceptable fencing is wood panel, chain link, or iron; unless specifically

approved in writing by the Architectural Control Committee and/or Board. Fences should be maintained properly without falling down or missing pieces.

**(I)** All properties must maintain the grass to not exceed twelve (12) inches of overgrowth including weedeating. The Lawn Committee will be enforcing this restriction. If the property owner does not correct the overgrowth within 14 days of notice, the committee will correct the overgrowth with charges incurred and billed to the property owner. Undeveloped and wooded lots are an exception to this but must be kept in order. The first offense fine being \$100 and increasing from there to \$300, \$600, and \$1,000.

**(J)** Owners must keep their properties free of trash, furniture, broken down vehicles and debris; however in the case of a storm there will be an extra allotted amount of time fourteen(14) days to clean up the property, in which the debris needs to be removed as soon as possible. All garbage must be kept in a garbage can with a lid to reduce the risk of animals getting into the trash. The first offense fine being \$100 and increasing from there to \$300, \$600, and \$1,000.

**(K)** Thereby specifically reserved to all lot sales shall be subject to a right of way easement. upon, across, through, over and under all lands designated on the Plat as easements or as dedicated to public use. The right is hereby reserved at all times to use any of such lands for laying, placing, erecting, constructing, maintaining, repairing, altering, removing, replacing, and operating any and all kinds of pipe, lines, wire, cables, poles, towers, and any other equipment and structures necessary or incidental to the furnishing, supplying, transporting, and transmitting of water, sewage, gas and electric power and all types of communications including, but not limited to, telephone, television and radios, whether or not such services qualify as public utilities. In addition, but not by way of limitation, Thompson Water Company, their successors, assigns and designates shall have the right to drill water well or wells on such easements and to operate and maintain water and sewage systems to serve this subdivision and any other subdivision served by said company, and to build or plant walls or screens to shelter necessary equipment or structures from the view of the public streets or adjoining lots.

**(L)** No water well, cistern, or storage tank, either above or below the ground, shall be drilled, dug, placed, or erected in, under, or on any lot. Provided, however, that Thompson Water Company, or its successors and assigns or designate may drill a water well or wells on any lot or lots or any easement or road right of way it sees fit so long as all of the water produced is furnished to lot owners.

**(M)** Lots or fractions of lots may be combined to form a single lot, or existing lots may be divided into two (2) or more new lots, just as if originally platted as such on the Plat; provided, that after combination or division, all resulting lots shall have at least seven thousand five hundred (7,500) square feet of area, and all lots shall be at least seventy-five (75) feet wide at the front building line set-back, and shall have at least seventy-five (75) feet frontage on a public street. Side and rear lot lines, and front building set-back lines for lots created by division or reformation shall be the same as if originally platted as such on the Plat. However, no lot or lot line shall be changed, altered, divided, or reformed without the approval in writing of the Architectural Control Committee and/or Board which shall have the right to disapprove any such change which, in their opinion, would not be in keeping with the arrangement of the remainder of the subdivision.

**(N)** No outside privies or toilets will be permitted. Without exception, all houses shall be connected to a central sewage disposal system as it becomes available. All septic tank systems will be required to have a double septic tank, 250 gallon capacity to each tank, a separate 75 gallon grease trap, and at least 150 feet of field line. A detailed layout for each septic tank system must be presented to the Architectural Control Committee and /or Board and approved by the same in writing. The system must further be inspected physically and approved by a licensed plumber in writing and at the cost of the homeowner, before the system is covered up.

**(O)** No sign of any kind shall be displayed to the public view except one sign of not more than five (5) square feet, advertising property for sale or rent, or signs used by a builder to advertise the property during the construction and sales period.

**(P)** The raising or keeping of livestock on any residential lot in the subdivision is strictly prohibited with the exception that no more than one (1) horse together with their offspring under the age of one (1) year may be kept on the amount of acreage required for two horses; no more than eight (8) chickens, NO Roosters, no more than two (2) lambs or goats; quarters and area used for such animals may not at any point be closer than one hundred twenty- five (125) feet to any public street, the quarters and area used

for livestock may not extend north of the north line of the Gulf Pipeline Easement. Buildings used for the keeping of livestock must conform to the architectural requirements for the subdivision, must be approved in writing by the Board, and must be kept in a clean and sanitary condition. Cattle and swine are not permitted but can be upon approval from the Board.

**(Q)** No spirituous, vinous, malt liquors, or illegal drugs capable of producing intoxication, shall ever be sold or offered for sale on any residential lot in this subdivision, nor shall said premises or any part thereof be used for vicious, illegal or immoral purposes, nor for any purpose in violation of the laws of the State of Texas, or of the United States, or of police, health, sanitary, buildings or fire code, regulation or instruction relating to or affecting the use, occupancy or possession of any of the said sites.

**(R)** No obnoxious or offensive trade or activity shall be carried on upon any lot nor shall anything be done or kept thereon which may become an annoyance or nuisance to the neighborhood.

**(S)** Aggressive animals are strictly prohibited, these animals will be reported to the Sheriff's office and they have the right to remove the animal or fine the owner as they see fit. If these aggressive animals are reported to us or the Sheriff's office they will be required to remain in a fenced area and will be fined an initial amount of \$20 per animal and increase by \$20 each offense. If the fines are not paid they will be added to the balance on the home and accrue interest in the same manner as unpaid dues.

**(T)** Repairs by Homeowners to property that is not yours is prohibited. If there are repairs that need to be done, contact the Board by email at [freestonelakewood@gmail.com](mailto:freestonelakewood@gmail.com) and we will handle it.

**(U)** Homeowners that rent out their property MUST notify the Board when the home is rented to a new tenant. This information should include the name and phone number of the tenant in case of emergencies.

**(V)** Each property owner in the subdivision shall be subject to an Annual Maintenance Dues at a rate of \$400 per occupied lot (has a home on it) and \$180 per vacant lot effective January 1, 2024, until a majority vote agrees to adjust the amount. This charge shall be payable to the Freestone Lakewood Maintenance Fund, Inc., a Texas nonprofit corporation, to be billed annually on January 1st of each year and shall commence from the date of the sale of the building plot, to secure the payment of this Maintenance Charge, a vendor's lien shall be retained in each deed from Freestone Lakewood Maintenance Fund, Inc., against the residential plot controlled by any such deed, which lien shall be reserved in favor of Freestone Lakewood Maintenance Fund, Inc., its successors and assigns. The first payment shall be made in advance on the date of closing and shall be prorated for the remainder of the calendar year in which the sale is closed, along with any dues that are outstanding on the property. The amount of the Maintenance charge may be increased annually by a majority vote of the homeowners present at the meeting, such increase or increases shall be evidenced by an instrument duly executed and acknowledged by a majority of the Directors and placed on record in the Office of the County Clerk. Any Maintenance Charge not paid after 60 days shall bear interest from the date it became due until paid, at the rate of 10% per annum. After 3 years a lien will be added to the property through the County Clerk's office and the amount due must be paid in full prior to selling of the home, transferring the deed to an estate or family member.

The total fund accumulated from this charge, insofar as the same may be sufficient, shall be applied toward the payment of Maintenance Expenses incurred for any or all of the following purposes in regard to all easements and rights of way dedicated to the public use and use of lot owners and all property owned in fee by Freestone Lakewood Maintenance Fund, Inc., included but not limited to lighting, improving and maintaining streets, parks, lakes, bridle paths, esplanades, dams, spillways; trash container for subdivision clean up days, payment of legal and all other expenses incurred in connection with the collection, enforcement and administration of the "Maintenance Fund" and the enforcement of all covenants and restrictions for the subdivision; and doing any other thing necessary or desirable in the opinion of the Trustees of Freestone Lakewood Maintenance Fund, Inc. to keep the property in the subdivision and property owned by Freestone Lakewood Maintenance Fund, Inc. neat and in good order, or which they consider of general benefit to the owners or occupants of the subdivision. It is understood that the judgment of the Directors of Freestone Lakewood Maintenance Fund, Inc., in the expenditure of said funds shall be final and conclusive so long as such judgment is exercised in good faith. The Maintenance Charge shall remain effective

until January 1, 2033, and shall automatically be extended thereafter for successive periods of ten (10) years, provided, however, that the board and homeowners do not vote to increase the charge due to rising cost of maintenance, by executing and acknowledging an appropriate agreement or agreements, in writing, for such purpose and filing the same for record in the office of the County Clerk of Freestone County, Texas. The agreement or agreements so executed for this purpose shall be acknowledged by the persons executing the same in the manner as is required for the execution of deeds entitled to be recorded in the County Clerk's office.

Effective August 25, 2023, the Board of Directors of Freestone Lakewood Maintenance Fund, Inc. shall be composed of, elected by a majority vote, Alexandra Welsch, Erica Ivison, Amy Willard, and Shelby Duarte, who shall serve until January 1, 2033, unless directors resign prior to that time. In case of the resignation, death or incapacity of less than all four directors, the remaining director or directors may appoint a substitute director or directors to serve the remainder of said term, The members of Freestone Lakewood Maintenance Fund, Inc. shall be the owners of lots in Lakewood. Each member shall be entitled to one vote for each lot owned in the subdivision at any meeting of the members. After January 1, 2033, or sooner if all four directors resign, the members shall elect four directors annually at the meeting of members and such directors shall be an owner of a lot in the subdivision.

**(W)** All lots owned or for sale in Lakewood Subdivision and all lands hereafter acquired by the subdivision shall be subject to all the restrictions herein contained and upon request by, Freestone Lakewood Maintenance Fund, Inc. shall grant any and all easements over lands owned and hereafter acquired necessary or convenient for the building and maintenance of sewage facilities and utilities including water wells and storage maintained and provided by Thompson Water Company.

**(X)** All questions, concerns, and grievances can be reported by email to [freestonelakewood@gmail.com](mailto:freestonelakewood@gmail.com) and we will get back to you within 24 business hours with a response, then followed by a resolution in an acceptable time frame.