

THE STATE OF TEXAS

158237

AMENDED RESTRICTIONS

COUNTY OF MONTGOMERY

FRONTIER LAKES SUBDIVISION

WHEREAS, Fuller Development Corporation is the Owner in fee simple of that certain Subdivision known as FRONTIER LAKES SUBDIVISION in Montgomery County, Texas, and it is the desire of said Fuller Development Corporation to place the following conditions, covenants and restrictions on the abovementioned Subdivision and the Owners thereof respectively, and shall constitute covenants running with the land and shall inure to the benefit of all the owners herein, their heirs, successors and assigns as follows, to-wit:

Fully Restricted Residential Area: Dwelling constructed on lots in Blocks One (1), Two (2), Five (5), Fifteen (15) and all Lake Front lots in Block Eighteen (18) of this subdivision will contain a minimum of 672 square feet exclusive of open porches, carports and garages, but said area shall include screened in porches.

Fully Restricted Residential Area: Dwellings constructed on lots in Blocks Three (3), Nine (9), Fourteen (14), Twenty-Four (24) of this subdivision will contain a minimum of 560 square feet exclusive of open porches, carports and garages, but said area shall include screened in porches.

Dwellings in all other Blocks in this Subdivision will contain a minimum of 480 square feet exclusive of open porches, carports and garages, but said area shall include screened in porches.

No dwelling will be located on any lot or tract or portion of lots or tracts nearer to the front line than Twenty-Five (25) feet or nearer to a side line than Five (5) feet.

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

No temporary structures of any type will be constructed upon any lot in said subdivision, nor shall any house or building be occupied unless the exterior is fully completed and sanitary sewer is installed and operative. It shall not be permissible to occupy a Trailer House on these premises.

Sanitation: No outdoor toilets, pits, or trenches will be allowed in said Subdivision. A septic system as approved by the County Health Officer of Montgomery County, Texas, must be installed. 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.

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 should said practice of keeping pets become noxious or offensive to the neighborhood, then said practice will be a violation of restrictions and not permissible.

Business and or Commercial activities are specifically disallowed. No person, firm or corporation will be allowed to carry on any business activities on these lots.

All lots sold in this Subdivision are subject to a monthly levy of Two and No/100 (\$2.00) Dollars per lot for maintenance of streets and recreational facilities. This fee may be levied at the option of Fuller Development Corporation. This privilege of levy may be assigned by Fuller Development Corporation to a Board of Governors or Directors elected by a Property Owners Association. Any such funds collected must be expended on maintenance as above stated and a semi-annual report made to the Property Owners in this development at the address registered by property owners with Fuller Development Corporation or said Directors or Governors. Mailing of such report to the last known address of each property owner will constitute compliance with regards to this requirement.

The abovementioned levy of Two and No/100 (\$2.00) Dollars per lot may be made on each lot owned by any one owner except that said levy may not be made on more than Two (2) lots owned by any one owner. The amount of levy may be raised or lowered by a majority vote of the Property Owners at an election called by Fuller Development Corporation or abovementioned Property Owner's Association with authority, however, no person, group, or firm will have the authority to authorize a change in the fact that no owner will be levied upon to pay a maintenance fee on more than Two (2) lots.

Failure of a Property Owner to pay this levy will constitute a lien on the property so owned and the owner will forfeit the privilege of use of any and all of the available facilities in this subdivision. Right to use of facilities will be restored only upon payment in full of levy, plus penalties of .50¢ a month for term of delinquency.

Multi-ownership of any lot in this subdivision, other than husband and wife ownership, will exclude all such owners from use of recreational facilities in this subdivision.

Rules and Regulations governing the use of Recreational facilities in this Development will be made and enforced by Fuller Development Corporation. This authority can be assigned to the abovementioned governing body by Fuller Development Corporation at said corporation's option. Persons violating said Rules and Regulations are subject to having their privilege of use of said facilities withdrawn by such party in authority.

Natural drainage in this subdivision will not be diverted, retained, or blocked by any person or persons.

If the Parties hereto or any of them, or their heirs or assignee, shall violate any of the covenants herein, it shall be lawful for any other person or persons owning any real property situated in said Subdivision to prosecute in proceedings at Law or in equity against the person or persons violating or attempting to violate such covenant and either prevent him or them from so doing or to recover damages or other dues for such violation.

Invalidation of any one of these covenants by Judgement or Court Order shall in no wise affect any of the other provisions hereof which shall remain in full force and effect.

These covenants are to run with the land and shall be binding on all the parties and all persons claiming under them until January 1, 1983, at which time said covenants shall be automatically extended for successive periods of ten years, unless, by vote of the majority of the then owners of the lots, it is agreed to change the said covenants in whole or in part, and an instrument in writing effecting such change shall have been recorded in the Deed Records of Montgomery County, Texas.

All reserved areas designated are excluded from these restrictions and none of the conditions or covenants herein shall apply


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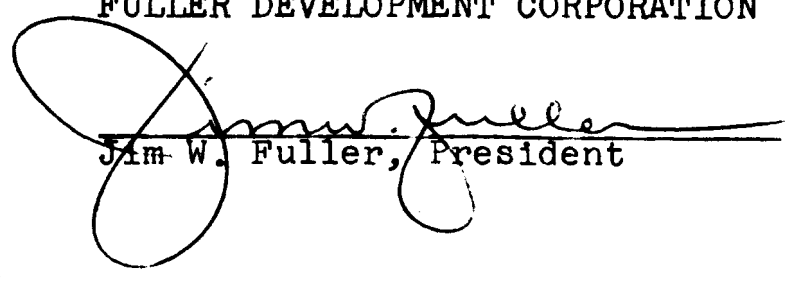
to these tracts.

WITNESS OUR HANDS this 27th day of September, 1963.

ATTEST:


Paul F. Cromwell, Sec.

FULLER DEVELOPMENT CORPORATION

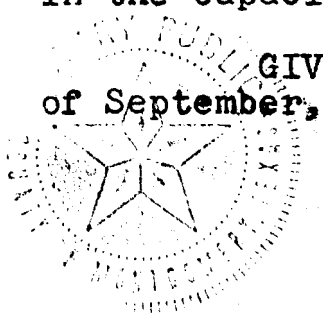

Jim W. Fuller, President

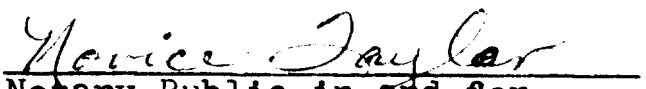
THE STATE OF TEXAS |
COUNTY OF MONTGOMERY |


Corporation Acknowledgment

BEFORE ME, the undersigned, a Notary Public in and for said County and State, on this day personally appeared JIM W. FULLER, President, known to me to be the person and officer whose name is subscribed to the foregoing instrument and acknowledged to me that the same was the act of the said FULLER DEVELOPMENT CORPORATION, a corporation, and that he executed the same as the act of such corporation for the purposes and consideration therein expressed, and in the capacity therein stated.

GIVEN UNDER MY HAND AND SEAL OF OFFICE this the 27th day of September, A.D. 1963.




Maurice Taylor
Notary Public in and for
Montgomery County, Texas.

FILED FOR RECORD October / 1963 at 4:30'clock P.M.
RECORDED October / 1963 at 5:00 o'clock P M.
W. T. HOOPER, Clerk County Court,
Montgomery County, Texas
By:  Deputy.