

## REVISED

RESTRICTIONS AND COVENANTS \*\*\* FRONTIER LAKES SUBDIVISION  
 (SECTIONS 1, 2, 3 and 4  
 AUGUST 2003

WHEREAS, Frontier Lakes Property Owners Association, Inc. (FLPOA) 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 FLPOA to place the following conditions, covenants and restrictions on the above mentioned Subdivision and the Owners thereof respectively, and shall constitute covenants running with the land and shall ensure to the benefit of all the Owners herein, their heirs, successors and assigns as follows to wit.

Fully Restricted Residential Area: Dwellings 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), and 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. Inoperative vehicles on property or roads will not be allowed.

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. No dumpsters or garbage burning will be allowed.

If a home, dwelling or unit is destroyed by fire or an act of Nature, the owner will have six months to remove and clean-up or repair the structure to a habitable state or the property may be foreclosed on by FLPOA so that cleaning and/or removal may occur.

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.

Discharging of firearms in this subdivision is not allowed. Charges will be filed against any persons doing so.

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 an annual levy of Thirty-Five dollars (\$35.00) per lot for maintenance of streets and recreational facilities. The amount of levy may be raised or lowered by a majority vote of the Property Owners at an election by FLPOA. This fee may be levied at the Option of FLPOA. This privilege of levy may be assigned by FLPOA to a Board of Governors or Directors elected by the Property Owners Association. Any such funds collected must be expended on maintenance as above stated and a semiannual report made to the Property Owners in this development at the address registered by Property Owners with FLPOA 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 above mentioned levy of Thirty-Five Dollars (\$35.00) per lot may be made on no more than Two (2) lots owned by any one Owner except for any person owning more than one dwelling in this Subdivision. Then the Owner will pay the annual dues on all such units. 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.

Any tenant in any rental unit or household will be required to pay a rental fee of Thirty-Five dollars (\$35.00) per lot, per year, per tenant and will obey all rules and regulations in using facilities. Failure to pay this rental fee will result in tenants being prohibited from using any of the Subdivision's facilities.

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 \$0.50 (50 cents) per 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 Subdivision will be made and enforced by FLPOA. 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 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.

The maintenance charge shall be payable annually in advance to FLPOA. The maintenance charge, together with the cost of collection thereof, including reasonable attorney's fees, shall be a charge on each Lot in the Subdivision, other than those Lots herein above expressly excepted and shall be a continuing lien upon such Lots against which such charge is made. Payment of said maintenance charge may be enforced in any manner provided in law or in equity, including foreclosure of the lien and power of sale in like manner as in a Mortgage or Deed of Trust.

Invalidation of any one of these covenants by Judgment 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 September 1, 2013, at which time said covenants shall be automatically extended for successive periods of ten years unless, by vote of the majority of 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 to these tracts.

2002-076828

REVISED RESTRICTIONS AND COVENANTS FOR  
FRONTIER LAKES SUBDIVISION  
SECTION FIVE  
August 2001

WHEREAS, Frontier Lakes Property Owners Association, Inc. (FLPOA) 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 FLPOA to place the following conditions, covenants and restrictions on the above mentioned Subdivision and the owners thereof respectively, and shall constitute covenants running with the land and shall inure to the benefit of all Owners herein, their heirs, successors and assigns as follows, to wit:

RESTRICTIONS PERTAINING TO SITE BUILT DWELLINGS

Being all those certain lots as set forth in Section Five of FRONTIER LAKES SUBDIVISION in the John Parks Survey, Abstract 430, Montgomery County, Texas, as per plat as record thereof filed in volume 676, Page 441, of the Deed Records of Montgomery County, Texas.

Fully restricted residential area; dwellings constructed on any lot in Section Five will contain a minimum of 800 square feet of living area exclusive of open porches, carports or garages but may include screened porches. All subject to the approval of the Architectural Control Committee for approval prior to the beginning of said construction.

No Dwelling will be constructed or additions made thereon upon any lot in this Subdivision without the prior approval of the Architectural Control Committee. Plans and specifications for any such construction will be submitted to the Architectural Control Committee for approval prior to the beginning of said construction.

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 sideline than Five (5) feet.

No building shall be erected off the premises and moved into said Subdivision except as herein specifically allowed. That is, no other building shall be moved from other premises into this Subdivision and all buildings or units shall be constructed and erected on said premises. Except that mobile, pre-constructed or modular homes may be set forth governing the installations of such units. In the event of a multistory dwelling unit, the ground floor area will contain a minimum of 800 square feet of living area exclusive of open porches, carports or garages but may include screened porches. Garages may be built attached to or separate from the dwelling proper.

RESTRICTIONS PERTAINING TO PRE-CONSTRUCTED OR MODULAR HOMES

Pre-constructed or modular homes may be moved onto any home site in this section five of this Subdivision subject to all the same restrictions as herein before set forth for site built dwellings.

Such pre-constructed or modular home or any addition thereto must be approved in writing by the Architectural Control Committee prior to being moved on to the premises. The party desiring such approval will submit to the committee any exhibits required or requested by said committee, necessary for said committee to make a decision, such as plans, drawings, specifications, actual photographs, etc.

No pre-constructed or modular home may be moved onto said premises except that such unit will be new and unused prior to moving said structure onto said premises.

No pre-constructed or modular home may be moved onto said premises except that proper permits that govern construction, electrical, plumbing and sewer are first obtained and submitted to the Architectural Control Committee prior to being moved on to the premises.

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 sideline than Five (5) feet.

RESTRICTIONS PERTAINING TO MOBILE HOMES OR TRAILER COACHES

Mobile homes or trailer coaches, herein after called units, may be placed upon any lot in this Section Five of this Subdivision subject to the following requirements.

Such a unit must be approved by the Architectural Control Committee prior to installation upon any site in the subdivision.

No unit may be installed upon subject property except that such unit, as manufactured will contain a minimum of 600 square feet and be no less than 12 feet in width and 50 feet in length.

No unit may be moved onto said premises except that proper permits that govern construction, electrical, plumbing and sewer are first obtained and submitted to the Architectural Control Committee prior to being moved on to the premises.

All such units will be required to install a porch of design approved by the Architectural Control Committee, covered or uncovered, made of wood, concrete or other approved material, however, enclosed in any instance from the floor to the ground and being at least 6 X 10 feet in dimension. This must be accomplished within 30 days after installation of the dwelling unit.

Any such unit to be placed upon these premises must have written approval by the Architectural Control Committee prior to the installation and prior to any addition, or alteration thereof. The Architectural Control Committee will be furnished any material or exhibits required and necessary to their approval, such as plans, drawings, specifications actual photographs, etc., or it may be required that such unit be made available for personal inspection by the Committee prior to approval.

No unit 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 sideline than Five (5) feet.



## GENERAL USE OCCUPANCY AND OWNERSHIP RESTRICTIONS

**SEQUENCE OF BUILDING:** No construction or installation of a dwelling, modular home or unit may be commenced without proper permits that govern construction, electrical, plumbing and sewer. No housing for garage, servant's quarters, or other service function of the dwelling established shall be erected or placed upon any building site until construction of the dwelling proper has been started and is under way, or until a dwelling of another category as herein allowed is actually established upon the property.

**TEMPORARY STRUCTURES AND UTILITY BUILDINGS:** No temporary building or structure will be erected on any lot in this subdivision, nor will any building of any type or for any purpose be erected on any lot in this Subdivision prior to the construction of a dwelling, as per these restrictions. No temporary structures such as a trailer, tent, shack, shed, storage room or garage shall be used as either a temporary or permanent residence.

**SANITARY SEWERS:** No Open, pit or composting type toilets will be allowed in this subdivision. All dwellings constructed or installed into this Subdivision must have a sewage disposal system installed to comply with, and permitted by the Montgomery County, Texas, Health Department. Any such system must be maintained so as to remain compliant to existing environmental regulations as set forth by the TNRCC, Montgomery County, Texas, Health Department, or any other regulatory governing body. Septic systems must operate properly at all times, never allowing effluent to seep to the surface of the ground.

**LIVESTOCK, PETS AND POULTRY:** No animals, livestock or poultry of any kind shall be raised, bred, or kept on any lot except dogs, cats or other household pets may be kept, provided they are not dangerous, or kept bred or maintained for any commercial purposes. Except that should said practice of keeping pets become noxious to the neighborhood, then will said practice be a violation of restrictions and not permissible.

**THE FOLLOWING MUST BE OBSERVED:**

No noxious or offensive activity shall be carried on upon any lot in the subdivision, nor shall anything be done thereon which may be or may become an annoyance or nuisance to the neighborhood. Keeping inoperative vehicles on property or roads is not allowed.

Discharging of firearms in this subdivision is not allowed. Charges will be filed against any persons doing so.

Any commercial logger attempting to cut timber in this Subdivision must furnish to the FLPOA board of directors notarized proof of permission. The proceeds from the sale of such timber may be confiscated by FLPOA if the said property is in arrears with its property owner's assessments by more than one year.

Burning garbage is not allowed in this subdivision.

If a home, dwelling or unit is destroyed by fire or an act of Nature, the owner will have six months to remove and clean-up or repair the structure to a habitable state or the property may be foreclosed on by FLPOA so that cleaning and/or removal may occur.

Garages, storerooms, utility buildings, etc. must be constructed within the above-stipulated requirements of distance from front and side lot lines.

No fence will be erected any nearer to the front of the lot line than 25 feet, without permission of the Architectural Control Committee.

All lots or tracts in section five, upon which a dwelling is situated shall provide a minimum of two off street parking spaces for automobiles or other vehicles, said parking area to be improved with iron ore or similar base within thirty days after a dwelling has been placed or erected on any lot or tract.

Only T-type or umbrella type clotheslines shall be used on said property and none shall be closer than 100 feet to the street or road. The posts for such clotheslines will be constructed of metal pipe only.

All equipment and tools shall be stored in a tool shed, the design, material used, and adequacy thereof being subject to approval by the Architectural Control Committee as provided. All such facilities will be constructed to the rear of the dwelling.

Any owner installing or causing to be installed a driveway culvert to premises will install a culvert of size and type approved by the Architectural Control Committee and such culvert will not divert, slow, or any way, deter the flow of drainage water.

## ARCHITECTURAL CONTROL COMMITTEE

The Architectural Control Committee shall be made up of three members appointed by the FLPOA Board President.

Specifically, but not by way of limitation, the committee shall have the following rights, duties, privileges, functions and purposes, to-wit:

The right to approve or disprove any of the building plans and specifications and plot plans submitted to it or any other actions required of these restrictions;

The right, but not the obligation, to enforce these restrictions and/or to prevent violations thereof; and the right to adopt rules for the conduct of its business, which shall not be inconsistent with any thing herein contained.

## ARCHITECTURAL CONTROL

In addition to the specific requirements as hereinabove set forth regarding Architectural Control and in reiteration it is hereby stipulated that, any construction of a dwelling of any type allowed, and before placing any pre-constructed structure, modular unit, mobile home or trailer coach, such unit must be approved in writing prior to its installation on any lot in this subdivision.

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

The construction or installation of any structure that's primary function is intended as a place of Religious worship is specifically disallowed on the lots in this Subdivision.

There will never be more than one dwelling unit established on each lot as platted in this section.

All lots sold in this Subdivision are subject to an annual levy of \$35.00 per lot for maintenance and recreational facilities. The collection of this fee is the right and responsibility of the FLPOA Board.

The above-mentioned levy of \$35.00 per lot may be made on no more than two lots owned by any one owner unless said owner has houses on such additional lots. The amount of this levy may be raised or lowered by a majority vote of the FLPOA members at an election called by the FLPOA.

Any person owning a rental unit or more than one dwelling in this Subdivision will pay or cause to be paid into the maintenance fund the annual dues on any such unit. Any tenant in any rental unit or household will be required to pay a rental fee of \$35.00 per lot and will obey all rules and regulations in using facilities.

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 available facilities in this Subdivision. Right to use of the facilities will be restored upon payment in full of levy, plus penalties of fifty cents per month for term of delinquency. The FLPOA or its representatives, have the right to collect this lien by foreclosure, collection agent and/or civil suit. The FLPOA will not be responsible for damages to credit history, increased mortgage payment, or any other mental or monetary damages that arise from this action.

The FLPOA may notify the primary mortgage holder in the event that a Property Owner becomes two years delinquent in paying the levy and/or renter's levy. The FLPOA will not be responsible for damages to credit history, increased mortgage payment, or foreclosure action initiated by the mortgage company or any other mental or monetary damages that arise from this action.

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.

Natural drainage in this subdivision will not be diverted, retained or blocked by any person or persons, without written consent of the FLPOA in compliance with Governmental regulations pertaining to such.

If the parties hereto or any of them, or their heirs or assigns, shall violate any of the covenants herein, it shall be lawful for any other person or persons owning 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 doing so or to recover damages or other dues for such violations.

Invalidation of any one of these covenants by Judgment 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 September 1, 2011, at which time said covenants shall be automatically extended for successive periods of ten years, unless, by vote of the FLPOA, it is agreed by a simple majority 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.

No restriction or covenant herein stated has been constructed so as to be excluding to any owner or owners based on their race, religion, age, sexual preference or political affiliations. All persons are free to own and occupy any lot in the subdivision as long as its use is consistent in appearance and use guidelines herein stipulated and their use of the property and/or activities on and around the property is not noxious or intrusive to the neighborhood.

Return to: Frontier Lakes Prop.  
PO Box 844  
Willis, TX 77378

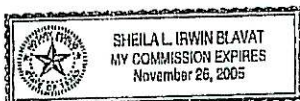
*Nettie E. Evans*  
Nettie E. Evans

STATE OF TEXAS

COUNTY OF MONTGOMERY

Sworn to and subscribed before me on this 29<sup>th</sup> day of July, 2002, by Nettie E. Evans

*Sheila L. Irwin Blavat*



115-10-1265

FILED FOR RECORD

2002 JUL 29 PM 2:51

*Mark Turbell*  
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.

JUL 29 2002



*Mark Turbell*  
County Clerk  
Montgomery County, Texas