

187-01-2388

REAL PROPERTY RECORDS

8310016

REVISED RESTRICTIONS AND COVENANTS
FRONTIER LAKES SUBDIVISION

THE STATE OF TEXAS §

COUNTY OF MONTGOMERY §

WHEREAS, The Frontier Lakes Property Owners Association, Inc. of Willis, Texas, a duly-formed and registered non-profit corporation with the Secretary of State of Texas, is the proper governing body charged with the enforcement of the Restrictions and Covenants; and

WHEREAS, The Frontier Lakes Property Owners Association of Willis, Texas consists of all the property owners in Frontier Lakes Subdivision, a subdivision in the John Parks Survey, Abstract 430, in Montgomery County, Texas; and

WHEREAS, The Frontier Lakes Property Owners Association, Inc. of Willis, Texas desires to place certain covenants and restrictions upon the above mentioned real property and upon the owners individually to run with the land and to inure to the benefit of all the owners herein, their heirs, successors, and assigns; and

WHEREAS, The Frontier Lakes Property Owners Association, Inc. of Willis, Texas, by the filing of these Revised Restrictions and Covenants, Frontier Lakes Subdivision in the Deed Records of Montgomery County, Texas after a vote of the then owners of the lots hereby superceding the original Restrictions and Covenants recorded in Volume 550, Page 373 of the Deed Records of Montgomery County, Texas, which were binding upon the above mentioned real estate from October 1, 1963 until January 1, 1983; and

WHEREAS, The Frontier Lakes Property Owners Association of Willis, Texas desires to place certain covenants and restrictions, upon and against such property in order to continue a uniform plan for the development and improvement of such property, and to insure the preservation of such uniform plan for

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the benefit of both the present and future owners of lots in said subdivision;

NOW, THEREFORE, The Frontier Lakes Property Owners Association of Willis, Texas hereby adopts, establishes and imposes upon Frontier Lakes Subdivision, a subdivision in the John Parks Survey, Abstract 430, in Montgomery County, Texas and declares the following, covenants and restrictions applicable thereto, all of which are for the purposes of exchanging and protecting the value, desirability and attractiveness of the land, which covenants and restrictions shall run with the land and be binding upon all parties having or acquiring any right, title or interest therein and shall inure to the benefit of each owner thereof.

All recorded plats or replats of Frontier Lakes Subdivision are incorporated herein and made a part hereof as if fully set forth herein.

All lots in this Subdivision are subject to an annual levy of Thirty-five (\$35.00) Dollars per lot for maintenance of streets and recreational facilities and for such other purposes as the Board of Directors finds necessary.

The above mentioned annual levy of Thirty-five (\$35.00) Dollars per lot will be made on each lot. Any owner who owns more than one lot must pay the current assessment on each lot. This levy is imposed upon the lot maintenance assessments for 1983 and 1984. Votes on the amount of the levy shall be applicable for a two (2) year period of time. The amount of the levy may be raised or lowered by a majority vote of the Property Owners attending a general meeting called by The Frontier Lakes Property Owners Association, Inc. of Willis, Texas, but in no event shall the amount of the levy increase or decrease by more than 10%. Notice of the general meeting and of the proposed vote on the amount of the levy must be posted at the entrance to the subdivision for at least seven (7) days immediately preceeding

the general meeting. This notice provisions becomes applicable upon the filing of the Revised Restrictions and Covenants.

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¢ per month for term of delinquency. If the Association does not receive payment of the levy within thirty (30) days of the due date, the Association may file a second lien against the lot owner and the real property. The Association may take any other action allowed by law to collect the levy. If the collection of the levy is forwarded to an attorney for collection attempts, each lot owner agrees to pay the attorney reasonable attorneys fees. If a lawsuit is filed, each lot owner agrees to pay reasonable attorneys fees and all costs of Court. In addition, the Association has the right, and each lot owner consents to, the Association obtaining an order from an appropriate court ordering the foreclosure upon and sale of each lot which is more than thirty (30) days past due on a levy to collect the past due levy.

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. In addition to the duty of the lot owners to pay the annual levy, each renter, if a lot is rented, must pay the annual levy amount in order to use the Association's facilities.

Rules and Regulations governing the use of Recreational facilities in this Development will be made and enforced by The Frontier Lakes Property Owners Association, Inc. of Willis, Texas. Persons violating said Rules and Regulations are subject to having their privilege of use of said facilities withdrawn by such Association.

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Frontier Lakes Property Owners Association, Inc. of Willis, Texas specifically reserves the right to levy special assessments upon each of the lots and lot owners as needed to protect the financial stability of the Association. Vote upon the levy of special assessments must occur at a general meeting or at a special meeting called for this specific purpose. Notice of the meeting date, time, and place and of the fact that a vote upon a special assessment will take place must be posted at the entrance to the subdivision at least seven (7) days immediately preceeding the meeting. A two-thirds vote of the lot owners (one vote per lot) attending the meeting is required.

The Board of Directors of Frontiers Lakes Property Owners Association, Inc. of Willis, Texas shall establish and maintain an Architectural Control Committee consisting of three members at least one of whom shall be a member of the Board of Directors, who shall have the authority to approve or disapprove all building plans which must be submitted to this committee prior to the beginning of construction. The Architectural Control Committee shall inform any applicant in writing within sixty (60) days after plans are submitted whether the plans are approved or denied.

Any construction upon any lot cannot begin until the plans have been acted upon by the Architectural Control Committee.

Before placing any pre-constructed structure, modular unit, mobile home or trailer coach upon any lot in this subdivision, such unit must be approved in writing by the Architectural Control Committee.

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), 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.

Fully Restricted Residential Area: Dwellings constructed on any lot in Section Five of Frontier Lakes Subdivision will contain a minimum of 800 square feet of living area exclusive of open porches, carports or garages but may include screened porches.

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

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

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sewer is installed and operative. It shall not be permissible to occupy a Trailer House except in Section Five.

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.

Natural drainage in this subdivision will not be directed, 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.

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

No building shall be erected off of the premises and moved onto such 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 moved onto subject

property in compliance with restrictions as hereinafter set forth governing the installation of such units. In the event of a multistory dwelling unit, the ground floor area, exclusive of open porches and garages, shall not be less than eight hundred (800) square feet. Garages may be built attached to or separate from the dwelling proper.

Pre-constructed or modular homes may be moved onto any homesite in this Section Five of this Subdivision subject all the same restrictions as hereinbefore 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 onto premises. The party desiring such approval will submit to the committee any exhibits required or requested by such committee necessary for such 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.

Such unit will be placed no nearer to the front lot line than twenty-five (25) feet or nearer to a side line than five (5) feet.

Mobile homes or trailer coaches, hereinafter called units, may be placed upon any lot in this Section Five of Frontier Lakes Subdivision, subject to the following restrictions and requirements.

No unit will be allowed installed upon any such site if said unit is in need of paint and or repairs and in not attractive in design and decor.

No unit may be installed upon subject property except that such unit, as manufactured, will contain a minimum of 600

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square feet and be no less than 12 feet in width and no less than 50 feet in length.

All such units will be required to install a porch of design approved by the Architectural Control Committee, covered or uncovered, made of concrete, wood, 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 the installation of the dwelling unit.

All units will have the tires and or wheels removed upon installation and shall within 30 days from such time of installation install a skirt of Architectural Control Committee approved design, construction, and material, around such unit. Said skirt will cover and hide from view all the under-carriage and tow equipment, and shall extend from the finished wall of such unit to the ground.

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

Sequence of Building: No housing for garage, servant's quarters, or other service function of the dwelling establishment shall be erected or placed upon any building site until construction of the dwelling proper has been started and is actually 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 at any time on any building site in this Subdivision as either temporary or permanent residence.

Sanitary Sewers: No open or pit type toilets will be allowed in this Subdivision. All dwellings constructed in this Subdivision, prior to occupancy, must have a sewerage disposal system installed to comply with the following minimum requirements set forth for septic system: A dwelling with one bath will have installed a septic tank with a minimum capacity of 300 gallons and will install a minimum of 150 lineal feet of field line. Dwellings with more than one bath will install a septic tank with an increased capacity of at least 200 gallons for each additional bath and a minimum field line for each additional bath. All dwellings will have a separate grease trap through which kitchen waste will flow prior to entering the field lines. All field lines must be installed with a minimum of Six (6") inches of washed gravel in the bottom of a Twelve (12") inch wide ditch and covered with a minimum of Six (6") inches of washed gravel over the top of field lines. No field lines will be allowed within Ten (10") feet of water supply lines. No septic system will be allowed to drain into ditches or lake or upon the surface of any ground in this Subdivision. Septic systems must operate proper at all times with all of effluent being absorbed into the subsurface soil and never seeping to the surface of the ground.

Any camper or vehicle kept upon said premises must be kept behind the dwelling proper except that automobiles or other vehicles for ordinary daily use may park anywhere upon the premises of owner.

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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 lot line than 25 feet.

All lots or tracts in Section Five, upon which a dwelling is situated shall provide a minimum of two (2) off street parking spaces for automobiles or other vehicles, said parking area to be improved with iron ore or similar base within thirty (30) 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 shall 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 dwelling.

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

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 land and shall be binding on all the parties and all persons claiming under them until January 1, 2003, at which time said covenants shall be automatically extended for successive periods of ten years, unless, by vote of the then owners of the lots, it is agreed to change the said covenants in whole or in part, and an instrument

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in writing effecting such change shall have been recorded in the
Deed Records of Montgomery County, Texas.

WITNESS OUR HANDS this 25 day of February,
1983.

ATTEST:

FRONTIER LAKES PROPERTY OWNERS
ASSOCIATION, INC. OF WILLIS, TEXAS

Dorothy Sheridan
DOROTHY SHERIDAN, SECRETARY

Jim Jones
JIM JONES, PRESIDENT

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THE STATE OF TEXAS

COUNTY OF MONTGOMERY

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CORPORATE ACKNOWLEDGMENT

BEFORE ME, the undersigned, a Notary Public in and for the State of Texas, on this day personally appeared Jim Janes, President of Frontier Lakes Property Owners Association, Inc. of Willis, Texas, 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 Frontier Lakes Property Owners Association, Inc. of Willis, Texas, a non-profit 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 25

day of February, 1983.



Jim Janes
Notary Public in and for
The State of Texas

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

FEB 25 1983



Roy Harris
COUNTY CLERK
MONTGOMERY COUNTY, TEXAS

FILED FOR RECORD

1983 FEB 25 PM 1:16

Roy Harris
COUNTY CLERK
MONTGOMERY COUNTY, TEXAS