

**MODIFICATION AND EXTENSION OF
RESTRICTIONS OF LAKESIDE ESTATES****SECTION I
WALLER COUNTY, TEXAS**

VOL 1081 PAGE 210

RANGER DEVELOPMENT COMPANY and other under-signs, being the owners of at least Three-fourths (3/4th) of all lots located within LAKESIDE ESTATES, SECTION I, A SUBDIVISION IN Waller County, Texas, and in accordance with those Restrictions of Lakeside Estates, Section I, recorded in Volume 207, Page 549, Deed Records of Waller County, Texas, through its president, does hereby create new, add to the existing and modify one or more of the existing restrictions, covenants, conditions and reservations of the subdivision in order to insure to all present and future owners and purchasers in said subdivision that the property therein will be developed and maintained in a manner satisfactory to the mutual benefit of RANGER DEVELOPMENT COMPANY and all present and future owners and occupants; and accordingly, the following restrictions, covenants, conditions and reservations are hereby established to be covenants running with the land, binding upon all present tracts and future purchasers, owners and occupants, the heirs and assigns, and all parties, or persons, holding interest or possession under such purchasers or future owners. Each purchaser and future owner or party holding possession under such person, agree that as a part of the condition for their purchase and deed that they shall be subject to and bound by the restrictions, covenants, conditions and reservations hereinafter set forth.

1. All tracts shall be used for residential purposes only, with the exception of tracts which are designated as reserve tracts, or such tracts as may be needed by RANGER DEVELOPMENT COMPANY in the maintenance or up keep of the sub-division and/or the water system. No tracts shall be used or occupied for any vicious or immoral purpose, nor in violation of the laws of the local, state or federal governments. Only one dog and one cat per household shall be allowed. All other animals are strictly prohibited. No animals, fowls, or other creatures shall be raised or maintained on the property for commercial purposes or in such a manner or with such lack of care as to cause danger, offensive odors, noises, or so as to otherwise be a nuisance or annoyance to persons and shall at all times be caged, penned, chained or otherwise restrained so as not to leave the purchasers' lot. All vicious dogs, cats or any other creatures are strictly prohibited. No hunting or discharge of firearms, pellet or B-B guns, sling shots or bows and arrows shall be permitted at any time.

2. No residential structure shall be built or maintained with less than twelve hundred (1,200) square feet of living area exclusive of garages, carports, or open porches. Each residence shall face the street and be centered on its tract so as to leave the same approximate space between each side and its respective side property line, and to leave approximately thirty percent (30%) of the lot's depth in front of the residence. Each residence shall be built on a solid concrete slab foundation and contain at least fifty one percent (51%) brick, on all outside walls including the front, back and ALL sides. Each home shall contain a two-car garage or two-car carport, either attached or detached to residence. The moving in of used homes, mobile homes or any other homes mounted on blocks or wheels are strictly prohibited. ALL visible woodwork of each residence, all outbuildings and all wood fences shall be kept painted with at least two (2) coats of neat house paint, free of any peeling, fading, flaking, cracking, stain, slime, mold or mildew at all times, except however, that no loud or bright colors may be used, all as approved by Ranger Development Company.

3. No tent, camper, trailer, shack, barn, basement, bus, van or other vehicle, garage or other outbuilding shall at any time be used as a residence either temporarily or permanently. No more than one residence shall be built or maintained on any residential tract. Plans for all out buildings, add-ons, detached garages and carports, etc. shall be submitted IN ADVANCE, in writing to RANGER DEVELOPMENT COMPANY for written approval. No residential tract shall ever be subdivided or changed into smaller tracts or parcels of land by anyone other than RANGER DEVELOPMENT COMPANY or its successors. All front yard fences are prohibited. Back yard fences and gates shall be professionally constructed of chain link or wood as approved by RANGER DEVELOPMENT COMPANY. If back yards are fenced, a walk-through gate at least three (3) feet wide shall be installed by lot owners on all utility easements and made conveniently accessible to all meter readers and repair personnel, and/or machinery, safe and free of all danger including from vicious animals.

4. It is specifically agreed that tract owners or residents shall not sell or remove the soil, nor cut, sell or remove trees other than as necessary for the construction of residential and associated improvements upon the property and as may be necessary for the reasonable development, use and maintenance of the property which would not in any manner decrease the value of the property and shall at all times maintain such property in conformity with the general plan and scheme of a neat residential development. No leaves, brush, timber, cans, bottles, debris or trash of any nature shall be placed on, burned or buried on the property, in any easements, street or road right-of-ways at any time for any reason.

In order to assure adequate maintenance of the subdivision, there is created by RANGER DEVELOPMENT COMPANY a maintenance fee for maintenance and beautification projects. There shall be required, levied and paid by all lot purchasers and owners a maintenance fee on each lot of Twenty-One Dollars (\$21.00) per month, (or such other amounts as from time to time adjusted for inflation by RANGER DEVELOPMENT COMPANY), or its successors. The proceeds thereof shall be used by RANGER DEVELOPMENT COMPANY, or its successors, at their sole discretion. Likewise, all maintenance and/or beautification projects shall be at their sole discretion. If financed, Each purchaser authorizes the Seller to withhold such charge monthly out of the payments made upon the purchase of the lots until such lots are paid in full, at which time this fee shall be due annually and payable in advance, and all past due amounts shall bear a 10% late charge and interest at the rate of 12% per annum until paid current.

Purchasers specifically grant to RANGER DEVELOPMENT COMPANY a lien on their hereinabove described property for the amount of any past due maintenance fees, penalties, interest, attorney's fees, extra accounting and billing, court costs or any other cost of collection together with damages to which RANGER DEVELOPMENT COMPANY may be entitled by operation of law, and in the event Purchasers fail to pay the charges incurred pursuant to this paragraph, the holders of the lien may enforce the same by the repossession and re-sale of Purchaser's property as described herein. The parties hereto further agree that the Purchasers and/or occupants shall pay all Court costs, attorney's fees and extra accounting and billing fees incurred by Seller for the

enforcement of any provisions contained herein, and if not paid, the same shall become an additional lien on the property and shall be enforceable and collectable as an additional maintenance fee.

5. Each occupant, purchaser and owner of each lot, their families and their guests agree to honor and abide by the rules and regulations governing the facilities, if any, furnished for community use within the subdivision.

6. No individual or private water well may ever be drilled, dug or used on any lot or parcel of land by any lot owner, resident or any other person or entity unless the central water system is officially terminated and such prior written notice is given by RANGER DEVELOPMENT COMPANY or its successors.

7. No billboards or other advertising signs of any nature, either commercial or private, shall be erected or maintained, save and except reasonable (For Rent) or (For Sale) signs pertaining to the sale or rental of the tract and/or improvements thereon.

8. Whenever a residence is established on any tracts, it shall provide a modern inside toilet and shall be connected with an adequate septic tank and adequate drain lines, as required by the county, state or city. No cesspool shall ever be dug, used or maintained on any parcel of land in this subdivision, and drainage of any raw sewage into roads, lakes, streets, alleys, ditches, ravines, or upon the open ground shall be prohibited. Lot purchasers shall, upon placing any residence upon their tract, or any person making use of the tract of land, install a culvert pipe of sufficient size, as required by the State, County or City, at a point between the street or roadway and their property, and shall fill in sufficient dirt over and around the same so as to construct and maintain a neat paved or gravel driveway, without pot-holes, onto the premises, as approved by RANGER DEVELOPMENT COMPANY.

9. All tracts are sold subject to easements of roads, streets, public utilities and drainage as may already exist or as may become reasonably necessary as determined by RANGER DEVELOPMENT COMPANY, or its successors, to create in the future and all of said rights are reserved so as to permit good development of the subdivision and provide necessary streets, utilities and drainage to this subdivision or any adjoining tract. All existing roads and streets are hereby dedicated as public access easements to inure to the benefit of the property owners of this subdivision and to insure permanent access to their property.

10. No building materials, discarded appliances, or other unsightly items or objects whatsoever, shall ever be placed or stored, even though it may be covered with a tarp, etc., on any tract in said subdivision, and all homes, outbuildings, fences, etc. when started must be completed within ninety (90) days from the date of beginning. No automobiles, trucks, motorcycles, bicycles, boats, camper trailers, or any parts thereof, or any other vehicles not in running condition, or not frequently used, may be parked or stored on any lot, road, street, tract or parcel of land at any time. After each lot is sold to a residential customer, all purchasers and future tract owners and/or occupants, shall landscape their yard and keep grass and weeds cut including the road ditch up to the pavement in the front of their property, leaves raked, and trash removed so as to maintain a yard and driveway at all times which will befit a nice and neat residential subdivision of high living standards. After any lot is sold, any yard or easement which is neglected to a substantial degree in the reasonable judgment of RANGER DEVELOPMENT COMPANY, due to vacancy or otherwise, may be mowed, cleared or cleaned by RANGER DEVELOPMENT COMPANY and, if so, a reasonable charge, not to exceed seven hundred dollars (\$700.00), will be assessed against the tract and its owners. This assessment will serve as an additional maintenance fee and shall be enforceable and collectable as such in the manner set forth herein.

11. If the purchasers, or any future owners or occupants in this subdivision, their heirs or assigns, or anyone else, shall violate or attempt to violate any of the restrictions, covenants, conditions or reservations herein contained, then RANGER DEVELOPMENT COMPANY, or its successors, shall have the right to bring any proceeding, at law or in equity, against any person or persons violating or attempting to violate any of these restrictions, covenants, conditions or reservations, and prevent such person or persons from doing so by prohibitive or mandatory injunction and to recover all monetary damages including all accounting and billing fees, attorney's fee, court costs, etc., for any such violation(s). It is further stipulated that the invalidation of any one or more of these restrictions, covenants, conditions or reservations by any judgment or court order shall in no way affect or invalidate any of the other provisions, but all such provisions shall remain in full force and effect.

12. It is further agreed that RANGER DEVELOPMENT COMPANY, or its successors, reserves the right to terminate all maintenance and all maintenance fees by giving a written notice to all residents and property owners of record at their last known address at that time, at least thirty (30) days prior to the termination date.

13. The purpose of the foregoing restrictions is to maintain a high standard of living conditions and thereby make it a desirable residential neighborhood. It is understood and agreed that should a violation, or attempted violation of any of the foregoing restrictions, covenants, conditions or restrictions occurs, RANGER DEVELOPMENT COMPANY is in no way responsible, either financially or otherwise, but will use its best judgment and efforts in dealing with any violation or attempted violation.

14. In every case where the name RANGER DEVELOPMENT COMPANY is used hereinabove, it shall be deemed to mean and include any and all future successors.

15. The undersigned, being the owner(s) of at least three-fourths (3/4) of the lots and/or tracts of land in LAKESIDE ESTATES, SECTION I, hereby make this agreement in writing as provided in a document entitled RESTRICTIONS OF LAKESIDE ESTATES, SECTION I, recorded in Volume 207, Page 549, Deed Records of Waller County, Texas.

RESTRICTIONS of LAKESIDE ESTATES, SECTION I
WALLER COUNTY, TEXAS

RANGER DEVELOPMENT COMPANY, the owner of LAKESIDE ESTATES, SECTION I, a subdivision in the Preston Pevehouse and De Miniononde Surveys, in Waller County, Texas, does hereby create the following set of restrictions in order to insure to all purchasers in said subdivision that the properties thereon will be developed and maintained in a uniform manner to the mutual benefit of itself and all future owners; and accordingly, the following conditions, restrictions and covenants are hereby established to be covenants running with the land, binding upon all tracts and future purchasers or owners, their heirs and assigns, and all parties, or persons, holding possession under such purchasers or future owners in LAKESIDE ESTATES, SECTION I. Each purchaser and future owner or party holding possession under such person, agree that as a part of the consideration for their purchase and deed that they shall be subject to and bound by the conditions, restrictions and covenants, as follows:

1. The conditions and restrictive covenants shall be binding upon the land and the purchasers thereof until January 1, 1988, and shall be automatically extended for successive ten (10) year periods thereafter unless on or before one (1) month prior to the end of any such period of time three-fourths (3/4ths) of the then owners of tracts of land in LAKESIDE ESTATES, SECTION I, shall agree in writing, properly executed and recorded in the office of the County Clerk of Waller County, Texas, to amend or repeal such restrictions.
2. All tracts in LAKESIDE ESTATES, SECTION I, shall be used for residential purposes only, with the exception of tracts which are designated as reserve tracts. No tract shall be used or occupied for any vicious or immoral purpose, nor in violation of the laws of the Local, State or Federal Governments. No animals, fowls, or other creatures shall be raised or maintained on the property in such manner or with such lack of care as to cause offensive odors or noises, or so as to otherwise be a nuisance or annoyance to persons. Likewise and in addition thereto, no animals, fowls or other creatures shall be raised or maintained for commercial purposes. No hunting or discharge of firearms shall be permitted.
3. No residence shall be built or maintained on an area of less than twelve hundred (1,200) square feet of living area, exclusive of garages, carports and open porches. Residences shall be located at least seventy (70) feet from the front roadways. The front, back and all sides of each residence shall be finished with at least fifty-one (51) per cent brick, and the rest, if of a material other than brick, or material not commonly decorated or painted, shall be painted with at least two (2) coats of neat house paint. Each residence shall contain at least a two car garage or two car carport and a paved or level well-groomed gravel driveway extending to the street. Each residence shall face the street and be centered on its tract so as to leave the same approximate space between each side and its respective side property line. Plans for all out buildings, including secondary residences, detached garages and carports, shall be submitted in advance to RANGER DEVELOPMENT COMPANY for written approval. No tent, trailer, shack, barn, basement or other outbuildings, shall at any time be used as a residence, either temporarily or permanently. Only one main residence and one secondary residence (for guests or servants) shall ever be built or maintained on any tract or building site. No residential tract shall ever be subdivided or resubdivided into smaller tracts or parcels of land. The moving of used buildings onto any building site in the subdivision is prohibited. Backyard fences must be kept painted with at least two (2) coats of neat paint unless constructed of chain link, red wood or other finished material. All front yard fences are prohibited.

4. It is specifically agreed that tract owners shall not excavate, remove or sell the soil, nor cut, sell or remove timber other than as necessary for the construction of residential and associated improvements upon the property and as may be necessary for the reasonable use, upkeep and maintenance of the property which would not in any manner decrease the value of the same and shall at all times maintain such property in conformity with the general plan and scheme of residential development as herein set forth, to the end and purpose that the property herein sold, as well as other properties in the subdivision will maintain uniform conformative development. No leaves, brush, timber, debris or trash of any nature shall be permitted to be placed, disposed of or burned within the easements or road right-of-ways. In order to assure adequate beautification standards of the subdivision, there is created by the owners and developers of LAKESIDE ESTATES, SECTION 1, a perpetual improvement fund for the maintenance of lakes, swimming pool, parks, street lights, signs, markers and other beautification projects. There shall be required, levied and paid by all tract purchasers and owners a beautification fee in the amount of \$4.00 per month, or \$48.00 per year, for "each" tract. The proceeds thereof shall be placed in said fund and used for such purposes by the owners and developers of said subdivision at their discretion. The fund, the use thereof and all rights herein created in same may, at the discretion of the owners and developers, be abandoned or transferred to a civic club or other entity at a later date, if it is evident that proper maintenance and beautification will be furnished. That and until such time improvement fee shall act as a "lien charge" upon the tracts in said subdivision. Each purchaser authorizes the owner of said subdivision to withhold and apply such charge monthly out of the payments made upon the purchasing of the tracts. That upon payment in full of such tracts by the purchasers, or, and upon the transfer of such fund to a civic club, and in the event of default of such payment, such charges shall accrue as a lien and charge upon the tracts and any action brought for collection and/or the enforcement or foreclosure of said lien shall constitute liquidated demand accruing to the benefit of the holder, or holders, of such right of action which shall, in addition to such charge, include the collection of interest at the legal rate, together with reasonable attorney's fees and court costs incurred in the collection thereof.
5. Each purchaser and future owner of each tract (and their families) agree to honor and abide by the rules and regulations governing the swimming pool, lakes, parks and other facilities furnished for community use within the subdivision. The central water system of LAKESIDE ESTATES, SECTION 1, shall be used by each tract owner and household, at a fair and competitive rate. No individual water wells may be drilled or used so long as the central system and water supply is available.
6. No billboards or other advertising signs of any nature, either commercial or private, shall be erected or maintained, save and except, reasonable "For Rent" or "For Sale" signs pertaining to the sale or rental of the tract or tracts and improvements thereon.
7. Whenever a residence is established on any tract, it shall provide a modern inside toilet and shall be connected with a septic tank and drain field. No cesspool shall ever be dug, used or maintained on any parcel of land in this subdivision, and drainage of septic tanks or sewerage into roads, lakes, streets, alleys, ditches, ravines, or upon the open ground shall be prohibited and enforceable as any other violation of these restrictions by any residents in the subdivision or public body. The purchaser of a parcel of land in the subdivision shall, upon constructing any residence upon the tract, or any person making use of the tract of land, place a culvert of sufficient size to permit the free flow of water at a point between the roadway and his property, and shall fill in sufficient dirt over and around the same to construct a driveway to the premises. The inside bottom of said culvert shall be straight and even with or slightly below the level of the bottom of the ditch. Outside toilets are strictly prohibited.

8. All tracts are sold subject to easement for public utilities as may already be existing, or as may become reasonably necessary for LAKESIDE ESTATES, SECTION 1, to create in the future and all of which rights is reserved so as to permit good development of the subdivision and provide necessary utilities. All existing roads are hereby dedicated as public road easements to inure to the benefit of the property owners of this subdivision and insure permanent access to their land.
9. No used or new building materials whatsoever, or other unsightly items or objects, shall be placed or stored on any tract in said subdivision, and all buildings when started must be completed within six (6) months from date of beginning. No automobiles, trucks, or other vehicles not in running condition, or not frequently used, may be parked or stored on any tract or parcel of land. All purchasers and future tract owners shall keep grass and weeds cut, and leaves raked, so as to maintain a yard which will befit a nice residential subdivision of high living standards. Any yard or tract which is neglected to a substantial degree, due to vacancy or otherwise, will be improved by RANGER DEVELOPMENT COMPANY and a twenty-five dollar (\$25.00) assessment will be made against the tract and its owner. This assessment will serve as an additional beautification fee and shall be enforceable and collectable as such in the manner set forth herein.
10. If the parties hereto, or any one of the future owners in this subdivision, their heirs or assigns, shall violate or attempt to violate any of the covenants or restrictions herein contained, then any owner in the subdivision shall have the right to prosecute any proceeding, at law or in equity, against any person violating or attempting to violate any of the covenants or restrictions, and either prevent such person or persons from so doing by prohibitive or mandatory injunction and to recover damages for such violation. It is further stipulated that the invalidation of any one or more of these covenants, restrictions or conditions by any judgment or court order shall in no wise affect or invalidate any of the other provisions, but all such other provisions shall remain in full force and effect.
11. The purpose of the foregoing restrictions is to maintain a high standard of living conditions and thereby make it a desirable residential section. It is understood and agreed that should a violation, or attempted violation of any of the foregoing covenants and restrictions occur, RANGER DEVELOPMENT COMPANY is in no wise responsible, either financially or otherwise, but will use their best efforts to correct and adjust any violations.