

RESTRICTIONS OF LAKESIDE ESTATES, SECTION II

WALLER COUNTY, TEXAS

WHEREAS, RANGER DEVELOPMENT, COMPANY, a Texas Corporation,, being the legal owner of all of the property which has been platted and subdivided as LAKESIDE ESTATES, SECTION II, a subdivision in the Preston Pevehouse and De Miniononde Surveys, in Waller County, Texas, according to the map or plat thereof, as recorded in Volume 227, Page 748 of the Deed Records of Waller County, Texas, SAVE AND EXCEPT, therefrom, Lots 65, 66, 67, 68, 69, 70, 71, and Lots 104, 105, 106, 107, 108, 109, 110, 111, and 112; do 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, subject to said restrictions, 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 II. 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, 1990, 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 II, subject to said restrictions, 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 II, subject to said restrictions, 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. (a) All Residences, other than Mobil Homes

No residence shall be built or maintained on an area of less than eight hundred (800) square feet of living area exclusive of garages, carports and 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 concrete slab foundation and if built of a material other than brick, or material not commonly decorated or painted, each residence shall be kept painted with at least two (2) coats of neat house paint.

(b) Mobil Homes

No Mobil Home shall be accepted of less than ten (10) feet in width or less than fifty (50) feet in length, or older than three (3) years. All Mobil Homes must contain neat wheel and plumbing covers as approved by RANGER DEVELOPMENT COMPANY, so as to prevent the visibility of vacant space and/or any item or items stored underneath. Neat metal patios, porches and carports are encouraged but, as any other build-on addition, must be approved in advance. All Mobil Homes must be designed and built by a full time Mobil Home Manufacturer.

4. No tent, shack, barn, basement, bus or other vehicle or outbuilding shall at any time be used as a residence, either temporarily or permanently. Only one residence shall ever be built or maintained on any tract or building site. Plans for all out buildings, detached garages and carports shall be submitted in advance to RANGER DEVELOPMENT COMPANY for written approval. 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. Back yard fences must be kept painted with at least two (2) coats of neat paint unless constructed of chain link, redwood or other finished material. All front yard fences are prohibited.
5. 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 II, a perpetual improvement fund for the maintenance of lakes, swimming pool, parks, street lights, signs, markers and other beautification projects. There shall be required 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 descretion. The fund, the use thereof and all rights herein created in same, may at the descretion 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 cost incurred in the collection thereof.

6. 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 II, 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.
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 or tracts and improvements thereon.
8. 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 road, 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.

9. All tracts are sold subject to easement of public utilities as may already be existing or as may become reasonably necessary for LAKESIDE ESTATES, SECTION II, 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.
10. No used or new building material 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.
11. 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 of 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.
12. The purpose of the foregoing restrictions is to main 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.

