

RESTRICTIONS AND COVENANTSLAKEVIEW MANOR SUBDIVISIONLAKEVIEW MANOR CORPORATION, INC.

THE STATE OF TEXAS

COUNTY OF MONTGOMERY

KNOW ALL MEN BY THESE PRESENTS:

That WE, being the owners of 144 acres, more or less, of land located in the Timothy Cude Survey, Montgomery County, State of Texas, having platted this acreage into a Subdivision known as Lakeview Manor Corporation, do hereby establish, adopt and promulgate certain conditions, covenants and restrictions which shall be applicable to and run with said land, a plat of which Subdivision having been filed in the office of the county clerk, Montgomery Co. State of Texas.

The LAKEVIEW MANOR CORPORATION, its incorporators and shareholders being strongly dedicated to the Constitution of this Nation and of the Great State of Texas, and the principles of State's Rights and the Free Enterprise System, and as maintaining strictly and exclusively a PRIVATELY OWNED AND OPERATED RESORT ACREAGE AND RESIDENTIAL SUBDIVISION, will construct any and all general improvements such as streets, swimming pools, athletic grounds, parks, stable areas, boat launching ramps and docks and other facilities as may become necessary OURSELVES and strictly through PRIVATE financing, and under no circumstances shall ANY BUILDING, IMPROVEMENT OR OTHER EXPENDITURE used in connection with or appertaining to said RESORT ACREAGE or RESIDENTIAL SUBDIVISION be obtained either in whole or part from or its repayments be guaranteed by any GOVERNMENT, FEDERAL, STATE OR LOCAL OR ANY GOVERNMENTAL AGENCY OR BUREAU.

It is the intention of the developers that this shall be maintained as a resort and residential subdivision, the covenants being designed to provide a maximum activity insofar as recreational use and related matters are concerned while at the same time regulating the appearance, sanitation and permissive activities.

The developers hereby dedicate the roads, streets, and alleys to the Property Owners of said subdivision.

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## I.

The Developers hereby have established a RESTRICTION COMMITTEE, whose members are the Directors of the Lakeview Manor Corporation. The Corporation has through this Committee, the power to accept or reject plans for improvements on lots, plans for building other structures by lot owners. Non-rejection by written notice, stating objections, within forty-five (45) days from the date a lot owner submits his plans and specifications to the Corporation shall constitute approval by the Corporation and construction may begin, providing all other restrictions, covenants have been complied with by the lot owner. This RESTRICTION COMMITTEE has been established by the Corporation for the purpose of protecting property values.

## II.

1. No building planned, erected, placed or altered, can be constructed until the plans and specifications are approved by the Corporation. The Corporation will look to the quality, harmony with existing structures, design of building suitable for the location. All residents and similar buildings shall be placed on a concrete slab with permanent building materials for outside walls. All fences, walls, retaining walls and similar structures must be looked to for general workmanship and harmony for external appearance.

2. No Business shall be permitted in the residential area of this Subdivision and no business shall be established herein except by the Corporation and at no time shall the sale of beer, liquor or intoxicating beverages be permitted for sale on the premises of said Subdivision. All businesses will be located in business areas designated by the Corporation.

3. Dwellings in the Subdivision will contain a MINIMUM of one thousand (1000) square feet, exclusive of porches, garages and carports.

4. The Building Line shall be thirty (30) feet from front propertyline: No Building shall be erected nearer to the side or back property line than ten (10) feet. Lots will be considered fronting on the street with the least amount of footage of said lot unless otherwise agreed upon by the Corporation and the owner of said lot. Where one party owns more than one lot the restrictions pertain to the outside boundaries.

5. Lots in this Subdivision are purchased subject to a ten (10') foot easement established or to be established for electricity, gas, telephone and water lines; where feasible said utility easement shall be established on the back line of said lots.

6. No noxious or offensive activity shall be permitted or carried on upon any lot of anywhere in said Subdivision. Nor shall anything be done thereon which may be or may become an annoyance or nuisance to the neighborhood thereof.

7. No temporary structures of any type will be permitted to be constructed upon any lot or any house or structure moved in on said lots. This does not prohibit builders or contractors from using tool houses and etc. but said tool houses and the like structures must be removed immediately upon completion of project under construction. Further no house or building may 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 any lot or premises in this Subdivision.

8. No livestock of any nature, poultry or fowl shall be permitted nor any of the aforesaid bred or raised on the lots except that each lot owner may have a maximum of two dogs or two cats or two of each, provided said animals are properly vaccinated. Should the practice of keeping pets become noxious or offensive to neighbors and the Subdivision said practice of keeping pets will be deemed a violation of these restrictions.

9. All buildings erected upon lots shall be provided with inside toilet connected immediately to a septic tank or sewer in accordance with the requirements of the State Health Department and The Health Officer of Montgomery County, Texas.

10. Frontage structures shall have net frontage opening of sufficient size to permit the free flow of water without backwater.

11. Owners are required to keep weeds on their lots down and clear of all rubbish so as to maintain safe sanitary conditions; if lot owners fail to do so, their lots may be entered upon by maintenance crews who will clean said lot or lots for the owner, and an appropriate charge will be made of the owner.

12. Owners shall remove trash, rubbish, old cars or anything so as to leave lots attractive looking and in a sanitary condition.

13. No advertising signs or billboards shall be erected in said Subdivision, except by the Lakeview Manor Corporation.

14. No boats, boat trailers, etc. shall be parked nearer to the street than the twenty-five (25') foot building setback line.

15. No dirt or trees shall be dug from the lots or removed from the lots except where necessary in conjunction with the landscaping of said lots or the construction of a dwelling thereon.

16. Owners are required to keep buildings in good repair, wooden structures must be painted within sixty (60) days of the construction thereof, natural cedar or redwood may be permitted to weather.

17. Multi-ownership of any lot in this Subdivision, other than husband and wife ownership, will exclude all other owners from use of recreational facilities in this Subdivision, except where specified in writing by the Corporation. No individual lot shall be subdivided, but owners of two or more lots may group or consolidate the same into building sites, provided the total number of buildings erected on multiple lots does not exceed the number of lots or conflict with provisions elsewhere herein made as to distance, style, design, quality and etc., of buildings. No building site shall contain less than one thousand (1000) sq. feet.

## III.

1. Certain areas shall be set aside for the common good of the lot owners, including civic and community enterprises to provide space for swimming, outdoor sports, boating and other recreative activities. No trash may be left at any time at any of the recreational areas.

2. Buildings for the common good of the Subdivision will be constructed by the Lakeview Manor Corporation.

3. Only bona-fide lot owners and their guest, when accompanied by the lot owner as hosts, shall have the use of the common recreational facilities.

## IV.

1. All deed shall be construed and interpreted as to incorporate all the restrictions herein, whether or not expressly stated in said deed.

2. All lots shall be subject to a maintenance fund of \$1.00 monthly or \$12.00 per year, which shall be payable to the Property Owner's Association, which maintenance fund is to be used for the maintenance of the Subdivision, to-wit:

3. The maintenance fund is to be used for improving, maintaining the streets, sidewalks, esplanades within said Subdivision, to collect garbage, to employ watchman, providing fire protection, upkeep and doing anything necessary in the opinion of said Association to keep the property neat and good looking, healthy and sanitary; and in this connection, after the organization of said Association, The Association shall have regular meetings and call meetings, and a majority present and voting shall be sufficient to constitute a quorum and pass a motion on matters before the Association at the time of the meeting. The Association must establish a regular meeting place, time, but before this is done, each lot owner must be notified in writing of the meeting, time, place and business thereof to come before said meeting. To be determined by the Corporation, the maintenance fund will not be collected until after the pre-development sales.

4. No person, group or firm will have the authority to authorize a change in the fact that all lot owners must pay a maintenance fee on said lot or lots.

5. Failure of the Property Owner to pay maintenance fee, 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 said Subdivision. The right to said owner shall be restored only upon paying in full the fee, plus penalties of \$0.50 (fifty cents) per month for the term of delinquency.

V.

1. Rules and regulations governing the use of the recreational facilities in the Subdivision will be made and enforced by the Lakeview Manor Corporation. This authority may be assigned to the Property Owners' Association by the Lakeview Manor Corporation at said Corporation's option. Persons violating said rules and regulations are subject to having their privilege of use of all common facilities withdrawn by such parties in authority.

2. Subject to the approval of the Lakeview Manor Corporation natural drainage in this Subdivision will not be diverted, retained or blocked by any person or persons.

3. If any of the parties hereto or any of their heirs or assigns shall violate any of the restrictions or covenants herein, it shall be lawful for any person or persons, owning property in said Subdivision, in proceedings at law or in equity against the person or persons violating or attempting to violate such covenants restrictions, either prevent him or them from so doing or to recover damages for such violations.

4. Invalidation of any of these covenants or restrictions by Judgement or Court Order shall in no wise effect any of the others and they shall remain in full force and effect.

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

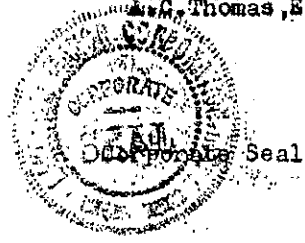
WITNESS OUR HAND THIS 23rd DAY OF OCTOBER 1964 A.D.

LAKEVIEW MANOR CORPORATION, INC.

A.C. Thomas  
A.C. Thomas, Ex. Sec.

Mrs. Vera Williamson  
Mrs. Vera Williamson, V-Pres

J.B. Williamson  
J.B. Williamson, Pres.



THE STATE OF TEXAS  
COUNTY OF MONTGOMERY: BEFORE ME, the undersigned authority, on this day personally appeared Mrs. Vera Williamson, a feme sole, A .C. Thomas and J. B. Williamson, known to me to be the persons and officers whose names are subscribed to the foregoing instrument and acknowledged to me that the same was the act of the said Lakeview Manor Corporation, Inc., and that they 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 23rd day of October, A. D. 1964.



Galley J. Cannon  
Notary Public in and for Montgomery County, Texas

FILED FOR RECORD October 26, 1964 at 10:00 o'clock A.M.  
RECORDED November 12, 1964 at 5:00 o'clock P.M.  
W. T. HOOPER, Clerk County Court, Montgomery Co. Texas.  
By: Opal... Deputy.