

NEW COVENANTS AND RESTRICTIONS
FOR
TRI-LAKE ESTATES SECTION II

THE STATE OF TEXAS §
 §
 COUNTY OF MONTGOMERY §

WHEREAS, the Tri-Lake Estates Property Owners Association, joined by a majority of the property owners in Section II of Tri-Lake Estates, a subdivision situated in Montgomery County, Texas, according to the maps, plats, or deed restrictions thereof, recorded as follows:

Lots One (1) through One Hundred Sixteen (116), both inclusive; in TRI-LAKE ESTATES, SECTION II a subdivision in Montgomery County, Texas, according to the Map or Plat thereof recorded in Volume 7, Page 141, Map Records of Montgomery County, Texas; and recorded in Volume 588, Page 278; Instrument 173691;

And amended on the 28th day of February, 1998, by instrument recorded under County Clerk's File No. 9820728 of the Real Property Records of Montgomery County, Texas;

desire to rescind the existing restrictions for Tri-Lakes Estates, Section II, as amended, and do hereby rescind the existing restrictions as aforesaid, and replace said restrictions with a new set of covenants and restrictions for Section II, as follows:

PREAMBLE

The spirit of the following deed restrictions for Tri-Lake Estates, Section II, property owners will serve as a means for the residents to maintain and enhance the integrity of our neighborhood. The Restrictions reflect an attempt to encourage unity in Tri-Lake and to foster a friendly and viable community enjoyable by all.

PART ONE
RESERVATIONS

The public may use streets, roads and lanes except that the Tri-Lake Estates Property Owners Association (hereinafter referred to as POA or "the Association") reserves easements; such easements are made part of and agreed to in each and every contract.

1. The POA reserves easements for purposes of public utilities operating in Montgomery County, Texas, as well as for the benefit of the POA and others it prescribes in Tri-Lake for any and all public utilities, telephone, water and sewers or other service the association may find necessary for proper service.
2. Neither the POA nor any utility company using such streets or easements shall be liable for any damage done by them or their agents to shrubs, trees, flowers or other property belonging to any lot owners or property on which easements are reserved.
3. Areas that are designated "Reserved" and/or "Res." as shown on plat listed above are excluded from the above restrictions and may be used for any lawful purpose that does not violate the nuisance restrictions set forth.

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PART TWO
RESTRICTIONS, COVENANTS AND CONDITIONS

1. **LAND USES.**

No building shall be erected, altered or permitted to remain on any lot other than for residential purposes for one single family. Single family shall be understood to include domestic partners, servants, extended care providers or extended family members.

2. **MINIMUM LOT AREA.**

No lot shall be resubdivided or any building be erected on any lot having an area of less than 7,500 square feet. However, subdivision is allowed if the lots are redesigned to increase the minimum lot area of the newly formed lots, leaving all building plots affected at the 7,500 square feet minimum.

3. **MAINTENANCE OF LOTS.**

Undeveloped lots must be kept in good order with regard to removal of tree hazards, refuse and litter. Trimming of weeds is required when street vision is obscured. On developed property, the grass must be cut on a regular basis, as well as trees maintained and/or removed and the lot kept in good order.

4. **BUILDING LOCATION.**

No building shall be located on any lot nearer to the front lot line or nearer to the side street line than the minimum building set back lines shown on the recorded plat. If no set back line is shown on the plat, the Architectural Control Committee will establish the set back line. No building may be located nearer than 5 feet from any side lot line of any lot except as follows: a garage or accessory building that is located at least 70 feet from the front lot line may be placed within 3 feet of the side lot line.

5. **BUILDING TYPE AND SIZE:**

No building shall be erected, placed or altered on any lot until the construction plans and specifications and a plat plan showing the locations of the structure have been approved by the Architectural Committee as to quality of workmanship and materials, harmony of external design with existing structures, location with respect to topography and finished grade elevation. Homes are to be no taller than 2 stories (except any buildings around any lake must be 1 story) with ground floor minimum size of 1,000 sq. ft. exclusive of open porches/decks or attached garages. All new or replacement roofs shall be constructed from fire-retardant roofing material with a rated life of 20 years or greater. No wood-shingle roofs shall be used on any building. Garages may be attached or detached with space for no more than four cars. Car ports and storage buildings are permitted if the Architectural Committee approves the locations, type, design and building materials. Temporary structures and/or garages may not be used as residences. No trailer houses, trailer homes, mobile or manufactured homes, duplexes or garage apartments or apartments of any kind are permitted. No second-hand building of any type may be moved onto any lot without written permission from the POA Board of Directors.

6. **BUILDING USES.**

No business, personal, commercial or professional activity on any lot or in any building shall be permitted which disturbs the exclusively residential character and tranquility of the subdivision. Evidence of such prohibited activity shall include, without limitation, excessive noise, visible storage of commercial, trade or professional supplies or equipment, unreasonably increased pedestrian or vehicle traffic, substantially increased parking of vehicles on the street, substantially increased deliveries, erection of commercial signs or advertising visible from the street, emissions of dust, smoke, gasses, chemicals, odors, lights or unreasonable obtrusive radio or television signals or any electrical

interference or discharges of non household wastes into the sewage system. Residents are allowed to keep business or professional records or accounts, telecommuting, engaging in business or professional telephone calls, correspondence or computer communications and conducting such other activities for hire as are reasonable, private and customary in a residential setting (including, with reasonable limitation, such activities as music lessons, tutoring, arts and crafts and consulting work)

7. OTHER LOT USES.

A. Fences:

No fence or wall or other structure shall be erected, placed or altered on any lot nearer to the street than the minimum set back line (15 feet from property line). No solid fences, privacy fences or walls may be placed in front of any dwelling. No fences or walls are allowed on lake view portion of any lots; however, dog runs may be constructed on the side of the house with a chain link fence. Approval must be obtained from the Architectural Control Committee regarding size and placement.

B. Pools and Spas:

Pools are only allowed in areas that may be fenced. Pools are not allowed on Lots 1 through 17, 39 through 42, 55 through 60 and 90 through 106. The fence must conceal the pool and have a self locking spring gate. Architectural Control Committee approval is required. Spas must be covered and unavailable to unattended children.

C. Piers:

Piers may be built by lot owners, subject to the approval of the Lakes and Dams Committee regarding location, size and style. Since the piers are located on the public areas surrounding each of the lakes, they are for everyone's use. Owners maintain the piers but assume no liability in case of accident or injury. Piers and substructures in disrepair may be removed at the POA's option after thirty (30) days written notice.

D. Signs:

No sign of any kind shall be displayed to the public view on any lot except (a) one sign of not more than four square feet advertising the property for sale or rent; (b) signs used by a builder to advertise property during the construction and sales period; (c) temporary signs, such as political, not to exceed four square feet, to be setup no more than ninety days in advance of a particular political event and to be removed within seven days after the event is over; (d) small warning signs, no more than two square feet, such as home address, no soliciting, beware of dog, security signs, etc; (e) small temporary signs no more than two square feet advertising construction or repair work in progress. The POA Board of Directors must approve any other signs.

E. Garbage and Trash Storage and Disposal:

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. All incinerators or other equipment for the storage or disposal of such materials shall be kept in a clean and sanitary condition. No outside bathroom facilities of any kind shall be erected, placed or maintained upon any lot, except portable toilets on new construction sites and no septic tank or other sewage disposal facilities shall be permitted which would result in raw or untreated sewage flowing or permeating into any stream, lake or water well in the vicinity. Septic tanks and other sewage disposal facilities must be approved by the governmental authorities having jurisdiction over

such facilities and by the Architectural Committee, with respect both to the size, design and location of the facility. Drainage of septic tanks into roads, streets, drainage ditches or streams or lakes, either directly or indirectly, is strictly prohibited. No lot or porches may be used for storage of any materials that are visible from the street except for new construction materials for a maximum of four months unless approved in writing by the POA Board of Directors.

F. Animals, Livestock and Poultry:

No hoofed animals, livestock or poultry of any kind shall be raised, bred or kept on any lot except that no more than a total of five (5) pets (dogs, cats or other common household pets) may be kept provided they are not bred or kept for commercial purposes. Animals running at large are prohibited. An owner commits a public nuisance offense if he or she permits an animal to cause of nuisance. A nuisance describes an animal if it: damages, soils, defiles public grounds and/or private property other than the owner's unless immediately removed and properly disposed of by the owner; causes unsanitary or offensive conditions; causes a disturbance by excessive barking or other noise making; chases vehicles; molests, attacks or interferes with persons or other domestic animals. The barn may be leased by Tri-Lake residents for horses or for any animals participating in an FFA or similar program with POA Board of Directors' approval and at the user's risk.

G. Trailers and Other Vehicles:

No trailer, camper, boat, boat trailer, bus, truck larger than a pickup, recreational vehicle, detached camper top or trailer truck shall be stored on a lot in front of the building front set back line unless a variance is granted by the POA Board of Directors. After three (3) months, the items listed above will be considered abandoned unless the variance was granted. No motor vehicle may be parked or stored on any part of any lot, easement or right-of-way, unless such vehicle is concealed from public view in a garage or other enclosure approved by the Architectural Control Committee, except passenger automobiles, passenger vans, motorcycles, pick-up trucks or pick-up trucks with attached bed campers, that are in operating condition, have current license plates and inspection stickers and are in current use as motor vehicles on the streets and highways.

H. Oil and Mining Operations:

No oil drilling or development operations, oil refining, quarrying or mining of any kind shall be permitted upon any lot. Oil wells, tanks, tunnels, mineral excavations, shafts, derricks or other structures designed for use in boring or drilling for oil or natural gas are prohibited.

8. PUBLIC AREA USE:

All parties using lakes, parks, piers, roads and other facilities dedicated to the Association shall use same at their own risk and the Association does not assume any liability by reason of use of such facilities. The lot owner/owners shall be liable for any damage caused by them or their guests and shall be assessed all repair and cleaning charges. No vehicles are allowed except in designated parking areas. These facilities are for residents and their families. Guests may use the public areas but only if accompanied by the landowner.

A. Lakes:

No motors allowed except for electric trolling motors, with the exception of maintenance work done by approved personnel. No seining or cast nets are to be used in any lake. Any Bass caught less than seven inches (7) long must be thrown back. Only one (1) Bass over twenty

inches (20) can be kept. These Bass fish size limits are to be applied on a daily basis. No one is allowed to put fish in the lakes except for periodical stocking by the Committee in charge of Lakes and Dams and approved by the POA Board of Directors. Turtle traps are the property of the Association and shall not be disturbed. No trash is to be put in lakes or any sewer or gray water allowed to drain into them. Swimming is permitted but no Lifeguards are on duty so it is "swim at your own risk".

- B. Dams:
No motorized vehicles or horses allowed except for maintenance by approved personnel and/or approved community activities.
- C. Pavilion:
Skate boards, scooters, roller skates, etc., are prohibited. Reservations for special occasions are recommended. Clean up after personal use is required.
- D. Parks:
Clean up after personal use is required.
- E. Club House:
Reservations for special occasions are required along with a deposit for damage and a small use fee (to be determined by the POA Board of Directors) to help with the natural wear on furnishings and electrical and water costs. Clean up after personal use is required.
- F. Rest Rooms:
Clean up after personal use is required.
- G. Streets:
Posted speed limit is to be observed. All vehicles used on streets must conform to state regulations.
- H. Barn:
Leased by the Association to members only. Maintenance by renter required. Contract with Association required.
- I. All Areas:
Guns of any type and bows and arrows are prohibited. Fireworks are allowed only at community sponsored events.

VANDALISM OF ANY PUBLIC AREAS COULD RESULT IN CLOSING OF THE FACILITY AND/OR ADDITIONAL SHERIFF PATROLS. VIOLATORS MAY BE PROSECUTED.

PART THREE STANDING COMMITTEES

These committees may be made up of POA Board of Directors members or appointed by the POA Board of Directors from the membership. The qualifications for these committee members are the same as the qualifications for the POA Board of Directors, as set forth in Article III, Section 1 of the Tri-Lake Estates By-Laws. Vacancies shall be filled in the same manner as vacancies for the POA Board of Directors are filled,

Article III, Section 8 of the Tri-Lake Estates By-Laws. These committees may serve consecutive terms ("term" meaning one year) if asked to do so by a majority of the incoming POA Board of Directors. These committees, like all committees, are responsible to the POA Board of Directors; the elected representatives of the Association, and their actions must be approved by the POA Board of Directors. Committee members may be removed by a majority vote of the POA Board of Directors.

ARCHITECTURAL CONTROL COMMITTEE

- A. The Architectural Committee shall be composed of three people and shall be appointed by the POA Board of Directors. One or more members shall remain from the previous year.
- B. This committee is responsible for all building activity in the subdivision, including but not limited to, dwellings, garages, outbuildings, porches, pools, fences, walls, etc. Members must submit the plans (or copy thereof) of the proposed construction including location, materials, specifications, etc. to the committee for their review.
- C. The decision of the Architectural Control Committee shall be made within thirty days after receipt by the Committee of all information required. The decision shall be in writing and, if the decision is not to approve a proposed improvement, the reasons shall be stated. Variances may be authorized on an individual basis with POA Board of Directors' approval.
- D. The Architectural Control Committee shall report in writing to the POA Board of Directors all final action of the Architectural Control Committee and the POA Board of Directors shall keep a permanent record of such reported action. Every lot owner shall have the right to appeal the decision of the Architectural Control Committee to the POA Board of Directors. The POA Board of Directors may, from time to time, change, supplement or amend architectural guidelines for the purpose of providing an outline of minimum standards for proposed improvements.
- E. No action or failure to act by the Architectural Control Committee shall constitute a waiver or estoppel with respect to future action by the Architectural Control Committee.

LAKES AND DAMS COMMITTEE

- A. The Lakes and Dams Committee shall be composed of two persons, appointed by the POA Board of Directors.
- B. This Committee is responsible for the basic care of the lakes, dams and piers.
- C. The Lakes and Dams Committee must approve any pier construction, are the only persons authorized to use a boat motor when conducting Tri-Lake maintenance and the only persons authorized to put anything into the lakes.

MAINTENANCE COMMITTEE

- A. The Maintenance Committee shall be composed of two persons appointed by the POA Board of Directors.
- B. This Committee is responsible for advising the POA Board of Directors when any repairs or cleaning are needed and seeing that it is done.

PART FOUR

TRI-LAKE ESTATES PROPERTY OWNERS ASSOCIATION

Every owner of property in Tri-Lake Estates Subdivision, Section I, is automatically a member of the Property Owners Association. Those entitled to membership are subject to the Articles of Incorporation, Deed Restrictions and By-Laws (in that order) and any established rules and regulations of the Property Owners Association. The specific purpose of this Association is enforcing, collecting and receipting for the maintenance charge imposed on each lot and for the further purpose of managing, controlling and expending the funds collected. The Association shall hold elections each year at the general meeting in March to vote on a seven member POA Board of Directors. This POA Board of Directors shall be responsible for enforcing all Deed Restrictions. For purposes of voting, the presence in person or by proxy of persons representing fifty percent (50%) of the lots eligible to be counted is required, but a lesser number may adjourn to some future time, not more than 15 days later, and the Secretary shall give at least 7 days notice by mail to each member entitled to vote who was absent from such meeting. The owners present at this second meeting, with no quorum requirement or lot representation requirement, shall conduct the business of the meeting all. Each lot owner in good standing shall be entitled to one vote per lot owned on each matter submitted for a vote either at a meeting or petition of the members. Only one of any two or more owners of any one lot shall cast a vote and split or fractional votes are prohibited. Owners in non-compliance with ANY deed restriction who have received certified notice from the POA Board of Directors prior to 30 days before the annual meeting, special meeting, or circulated petition, cannot vote in person or by proxy. When a vote of the majority of the lots is required, non-compliance with ANY deed restriction not only disqualifies the owner from voting but also disqualifies the owner's lots from being counted in the total of lots (votes) from which the majority is determined.

MAINTENANCE CHARGE

1. Each residential lot in Tri-Lake Estates is subject to an annual maintenance charge of not less than \$36.00, to be paid by the first day of January of each year. The amount of such charge may be changed by the membership at the annual meeting or a special meeting called for that purpose, consisting of a quorum of ten percent (10%) of the owners in good standing. The meeting must be held between the first (1st) day of January and the last day of March (31st) and shall take effect the following year. A written notice must be given thirty (30) days in advance of the meeting. For purposes of voting, the presence in person or by proxy of person representing fifty percent (50%) of the lots eligible to be counted is required. However, a lesser number may adjourn to some future time, not more than 15 days later, and the Secretary shall give at least 7 days notice by mail to each member entitled to vote who was absent from such meeting. The owners present at this second meeting with no quorum requirement and no lot representation requirement may conduct the business of the meeting. A majority vote (one vote per lot) is needed to pass any increase. The maintenance charge shall be paid to the Property Owners Association and used by it for the benefit of all residents of Tri-Lake Estates. These benefits include, but are not limited to, keeping a bank balance equal to the amount of a loan needed if a major repair is necessary, upkeep of public areas and buildings, enforcement of all Deed Restrictions.
2. To secure payment of the maintenance charge, there shall be reserved in each Deed by which the owner conveys properties or any part of the owner's property, the Lien payable to the Tri-Lake Property Owners Association. This lien is enforceable through appropriate proceedings at law provided the lot owner has been given notice by certified mail sixty (60) days in advance of the filing of the lien. Late fees and penalties may be assessed for past due amounts and foreclosure of the property is possible after two (2) years and a complete review of the situation by the POA Board of Directors and the

membership at a meeting called for this purpose. Legal fees and court costs may be recovered against a member where it has been necessary to file suit to collect maintenance charges.

SPECIAL ASSESSMENTS

Special assessments for capital improvements or repair of same may be assessed in any calendar year by the membership at a meeting called for that purpose, consisting of a quorum of ten percent (10%) of the owners in good standing. For purposes of voting, the presence in person or by proxy of persons representing fifty percent (50%) of the lots eligible to be counted is required, but a lesser number may adjourn to some future time, not more than 15 days later, and the Secretary shall give at least 7 days notice by mail to each member entitled to vote who was absent from such meeting. The owners present at this second meeting, with no quorum requirement or lot representation requirement, shall conduct the business of the meeting. A majority vote (one voter per lot) is needed to pass any assessment. If any assessment is not paid within sixty (60) days or a written arrangement made for the payment/payments, it will incur the same penalties as the failure to pay maintenance charges.

FEEES AND PENALTIES

When the property is sold, a transfer fee is required to be paid to the Association in the amount of \$25.00 per lot minimum or an amount set by the POA Board of Directors annually. Property owners are subject to a fee, (determined by the POA Board of Directors), and/or legal remedies if the owner, their children or guests are in non-compliance with any Deed Restriction.

PART FIVE GENERAL PROVISIONS

1. **TERM:**

These covenants shall be binding upon all of the parties and persons owning land in Tri-Lake Estates for a period of ten (10) years from the date these covenants are recorded, after which time they shall renew automatically for successive periods of ten (10) years. These covenants may be changed, terminated in whole or in part or amended at any time by an instrument signed by a majority of the membership (one vote per lot owned). Owners who are in non-compliance with ANY Deed Restrictions and are disqualified to vote will have their lots disqualified to be counted towards the total number of lots in the subdivision. The majority number of lots will be determined by the total lots owned by members in good standing.

2. **SEVERABILITY:**

Invalidation of any one of these covenants by judgment or other court order shall not affect any of the other provisions, which shall remain in full force and effect. Failure to enforce any of these covenants by the Association does not nullify the other covenants.

3. **PRIOR CONDITIONS:**

(Grandfather Clause) The provisions of these Restrictions shall become effective upon recording. Any circumstances or conditions that exist prior to the date these Restrictions are recorded and which are not in compliance with these Restrictions shall not be required to be changed or removed. However, if any of these conditions or circumstances are voluntarily or involuntarily removed or discontinued after the date these Restrictions are recorded, such circumstances or conditions may not be renewed or replaced in a manner inconsistent with these Restrictions.

4. VARIANCES:

Any Restrictions may be discussed with the POA Board of Directors and a variance requested.

5. SPECIAL MEETINGS:

Refer to Article II, Section 3 of the By-Laws.

IN TESTIMONY OF WHICH, the undersigned, joined by a majority of property owners in SECTION II of Tri-Lake Estates, have caused these presents to be executed this the 12 day of November, 2002.

TRI-LAKE ESTATES PROPERTY OWNERS
ASSOCIATION, INC.

By: 
President

ATTEST:

By: 
Secretary

P.O. Box 613
Montgomery
Tx
77356

