

RESTRICTIONS FOR SHADY OAK ESTATES
A PLANNED COMMUNITY SUBDIVISION
OUT OF THE GEORGE W. STANSBURY SURVEY A-516
AND WARREN L. STANSBURY SURVEY A 517

MONTGOMERY COUNTY, T E X A S

AMENDED AS OF 5-20-02

THE STATE OF TEXAS *

COUNTY OF MONTGOMERY *

WHEREAS, SHADY OAK ESTATES , a limited partnership, (hereinafter called :Grantor/ Developer”) is the owner of a certain tract or parcel of land containing 526.735 acres of land in the George W, Stansbury Survey A516 and the Warren L. Stansbury Survey A 517 in Montgomery County, Texas and being further described as follows in Exhibit “A” attached hereto as if fully copied and set forth herein.

See exhibit “A” attached

WHEREAS, said tracts having been subdivided into a recorded subdivision known as **SHADY OAK ESTATES** , further described in Exhibit “B” does hereby create the following set of restrictions in order to insure to all purchasers and property owners in said subdivision that the properties thereof will be developed and maintained in a uniform, consistent and attractive manner to the mutual benefit and satisfaction of itself and all homeowners, property owners, and families and therefore the following conditions , restrictions, covenants and guidelines are hereby established to be covenants running with the land, binding upon all tracts and future purchasers, and owners , whether land or home, their heirs and/or assigns, their agents or representatives and all parties or persons acting directly or indirectly in **SHADY OAK ESTATES**. Each purchaser, person, future owner, or party holding possession, agree that as part of the consideration for their purchase and/or deed and/or ownership in said subdivision that they shall be subject to and adhere to and be bound by the following conditions restrictions, and covenants as herein set forth;

KNOW ALL PERSONS BY THESE PRESENTS; that Grantor/ Developer, in consideration of the premises set forth above, does herewith place the following restrictions upon said **SHADY OAK ESTATES** Subdivision and each and every part thereof, to wit;

The conditions, restrictions, and covenants shall be binding upon the land and the purchasers thereof until January 1,2023, and may be extended for additional ten year period thereafter, provided that three fourths (3/4) of the owners of said tract(s) in said subdivision agree in writing properly filed in the office of the County Clerk of Montgomery County, Texas, that said restrictions shall be continued for such period, and

provided that such written agreement (s) shall be made and filed with the last two (2) years of the period during which the restrictions are enforceable. In any instrument of extension, the three fourths, or 75% shall be calculated upon the basis of one vote for each lot in said subdivision which is under these restrictions.

It is understood that no act or omission upon the part of any party hereto or any person hereafter acquiring an interest in said property by, through or under same, shall ever be construed as a waiver of the operation or enforcement of these covenants and restrictions and easements. It is further provided that the invalidation of any one or more of these easements, covenants or restrictions, or any part thereof, by a judgement or a Court, or any court order of any fashion, shall not in any way affect the other provisions hereto, which shall remain in full force and effect.

PROPERTY OWNERS ASSOCIATION

Upon the sale of $\frac{3}{4}$ (75%) of the tracts of land herein contained in Exhibit "A", GRANTOR, also hereinafter referred to as DEVELOPER, will cause to be formed **SHADY OAK ESTATES OWNER'S ASSOCIATION** , a Texas non-profit corporation (hereinafter called 'THE ASSOCIATION'). DEVELOPER, GRANTOR, shall maintain and enforce said restrictions until such time as said subdivision has sufficient sales to turn its operations and enforcement over to the Association as herein provided. All approvals, variances, and deviations from these covenants and restrictions shall be by written approval of the GRANTOR/ DEVELOPER.

The ASSOCIATION, once established, shall have the rights, powers and duties provided for herein and in its Articles of Incorporation and By-Laws and shall be governed by its Articles of Incorporation and By-Laws. The GRANTOR, at his option, shall name the Directors of the Association at such time it is established as above, and at his option shall issue membership in the Association, before this date, to the owners of such lots, within the subdivision, as such owners are shown of records either under a deed for contract or deed either or properly recorded in the plat records of Montgomery Texas. The members of the Association, once established, shall thereupon and thereafter elect the Directors of the Association in accordance with its Articles and By-Laws . Each lot owner shall be entitled to one vote for each lot owned.

Each residential lot, but not the "reserves" unless the "reserves" are being used for residential purposes, shall be subject to an annual maintenance charge, hereinafter called "MAINTENANCE CHARGE", of One Hundred Fifty Dollars (\$150.00) per year. The "MAINTENANCE CHARGE" for each lot may be increased or decreased, annually, as determined by the Association, provided that such maintenance charge will be uniform as to all lot owners. The maintenance charge shall be secured, collected and expended as follows;

- A. The Maintenance Charge for each lot shall be due and payable monthly in advance, following the sale of such lot by the Grantor. Maintenance Charges not paid when due shall bear interest at the rate of 10% per annum. All maintenance charges shall begin to accrue upon the sale of

each lot either through "Warranty Deed" or "Contract for Deed". The property owner may elect to pay the maintenance charge either monthly or annually. The first years prorated maintenance charge will be paid upon the signing of the contract for deed, or upon closing, if through a title company on a deed of trust or added to the down payment upon execution of a Contract for Deed.

- B. The Maintenance fund shall be held, managed, invested and expended by the Developer and thereafter by the Association, at its discretion, for the benefit of the subdivision and the owners of the residential lots therein. The Association shall expend the maintenance fund for improving and maintaining common areas, additional trash and garbage control, outside of the annual trash fees pursuant to the Earnest Money Contracts or Contracts for Deed, reserves, vacant lots, easements, street lighting, enforcement of these Restrictions by action of law or in equity, or otherwise, paying court costs as well as reasonable and necessary legal fees out of the maintenance fund; and for all other purposes which are, in the discretion of the Developer and thereafter the Association, desirable in maintaining the character and value of the Subdivision and the residential lots therein. The Grantor and the Association shall not be liable to any person with respect to the maintenance fund except for its willful misconduct.
- C. To secure the payment of the Maintenance Charge, a vendors lien is hereby retained on each lot in favor of the Developer and thereafter the Association and it shall be the same as if a vendor's lien was retained in favor of Grantor and assigned to the Developer and thereafter the Association without recourse in any manner on Grantor for payment of such indebtedness. Said lien shall be enforceable through appropriate proceedings at law; provided, however, that such lien may, at the option of the Developer and thereafter the Association, be made junior, subordinate and inferior to any lien (and renewals and extensions thereof) granted by the Owner of any lot to secure the repayment of sums advanced to cover the purchase price for the lot of the cost of any permanent improvement to be placed thereon, all by appropriate subordination instrument to be executed by the Association.

It is expressly understood that all lots, tracts, and lands in all of said subdivision, save and except the entire frontage along the county road 1486 consisting of 8 acres, tract 7 B, also known in the plat as Lot 7, Block 2, Section 1, or 24873 Shady Oaks Blvd. and all other tracts herein designated as roads, easements, right of ways, reserves, dedications, sanitation easements, common areas and/or any other areas specifically excluded from this residential purpose requirement herein, shall be known and described as residential lots and property and shall not, during the effective dates and periods of this instrument, be used or permitted to be used for any other purpose. No part or parcel of said tract shall be used except for residential purposes; only one single family residence

may be constructed or used upon any single building site (as the term "building site" is hereinafter defined). The term "residential purposes" as used herein shall be held and construed to exclude hospitals, clinics, duplex houses, apartment houses, boarding or rooming houses, hotels, or any other multi-family residential use, and shall exclude any and all commercial or professional uses whether from homes, residence or otherwise, and any commercial or business use of any kind is hereby expressly prohibited. The use of any separate living accommodations upon any building site, separate from the main dwelling house is expressly prohibited except by domestic servants employed exclusively upon said premises and guests. No building shall be allowed on said premises except the single family dwelling together with a private garage or carport, servant type quarters, a guest house, tool shop or work shop , and a barn or building for the housing of animals as permitted below.

1. APPROVALS; All approvals as herein referred shall be by the Developer or its heirs, assigns, or successors until such time as 3/4 of all tracts in said subdivision, Exhibit "A" are sold and a committee has been elected, and the Association established composed of a majority of the said property owners or until such time as the developer elects to assign this clause to the existing property owners herein referred to as the ASSOCIATION. Developer shall be one in the same with the Architectural Committee for purposes of these restrictions and shall determine all matters requiring approval. Developer shall have the final say on all matters contained herein until such time as ¾ of all lots in Exhibit "A" are sold and the homeowners committee has been elected pursuant to the terms contained herein.

2. ACREAGE SIZE; No house may be built on less than 1.50 acres of land. .

3. BUILDING LOCATION LIMIT; No building shall be located on any lot nearer to the front lot line than 150 feet. No residential building shall be located nearer than 35 feet from any side lot line and no building shall be located nearer than 15 feet from any interior lot line. No building shall be located nearer than 30 feet to any rear lot line. No residence or building shall be built less than 50 feet from any side street. No more than one single-family residence per tract will be permitted.

4. BUILDING SIZE AND CONDITIONS; A manufactured home may be used and are welcome as a residence, provided that it shall have at least a minimum of 1100 square feet of living area. No home older than 3 years will be permitted unless approved by the developer or by the Homeowner's Association, (once the developer leaves the subdivision), shall be placed on the residential lots, unless by written consent, approved by the Grantor/ Developer or an elected committee. It is agreed and understood that before a Manufactured Home is moved onto this property, it must be approved by the developer, its successors or assigns, or a committee elected by the majority of the property owners, and said home must be free of tongue, tires, axles, and skirted immediately upon move-in as outlined in these restrictions., The home must also be tied down and have a foundation of concrete blocks, concrete runners, or a concrete slab. No residence other than Manufactured homes or new construction homes shall be erected or placed upon said property which does not contain at least 1300 square feet of living area,

exclusive of open porches or garages. No building material of any kind shall be placed upon the property until the owner is ready to commence construction or improvements. No stumps, trees, underbrush, scrap materials, or refuse may be placed upon any site, street, easement, or right of way, but must be promptly removed by the owner. Failure to comply within 10 days of written notice of this covenant shall entitle the Grantor/Developer or committee to have said materials removed at the cost of the owner. Said costs shall attach as an express lien on the property unless paid by the owner within 30 days of notice thereof..

No home of tin or metal roof construction shall be allowed in Section (Phase) II, as described in Exhibit "C" or Section (Phase) III of said total parcel as described in Exhibit "A".

No single wide homes, as that term is understood and defined in the business shall be allowed in Section III, except by the discretion of the Developer by variance duly filed. Double wide or larger manufactured homes only subject to the building sizes herein described in addition to site built homes subject to size restrictions are allowed in Section III..

5. FENCES; Any fences that face a street must be of wood, PVC, plastic, concrete construction and must be of a rail and or pillar type. No barbed wires fences shall be allowed within 200 ft of the roadway. No fence shall be nearer to the front property line than 30 feet from the property line and in no event shall there be less than a 20 foot buffer zone of trees and or shrubbery between said fence and the county and utility easement.

6. CONFORMITY WITH GENERAL PLAN; Lot purchasers and owners, 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 purposes that the property herein sold, as well as other properties in the subdivision will maintain uniform confirmation development. The construction of the main dwelling upon any building site shall not be permitted to remain uncompleted or unfinished longer than 3 months. Such construction shall be deemed to be unfinished or uncompleted if all construction has not been completed within 3 months from the date of commencement. In the event the property owner fails to comply with this covenant there shall be a \$25.00 per day assessment for every day beyond one year. Said assessment is agreed to and shall constitute a valid contract lien against said property until paid. All such payments are to be paid to the Architectural and Development Committee i.e. Developer, and are to be used as part of the general maintenance fund.

7. PURPOSES; No tract is to be used or occupied for any vicious or immoral purposes, nor in violation of any laws, ordinances or restrictions. No animals shall be raised or maintained on the property in such a manner, or with such lack of care, as to cause offensive odors or noises, or so as to be a nuisance or annoyance to persons of ordinary and reasonable sensibilities.

8. LIVESTOCK/ ANIMALS; No more than the number allowed of the following animals shall be permitted.; No animals shall be kept in front of the lot building line of 150ft.

1. horses; 2 per acre
2. sheep; 1 per acre

FFA and 4-H projects must be approved by the Developer, its successors or assigns or a committee elected by a majority of the property owners.

All dogs and cats in addition to all other pets, livestock, etc. shall not be allowed to roam loose in the neighborhood and off of the owner's property and shall at all times be leashed caged or in some way constrained when not on the owner's property. Each owner is liable and responsible for their own animals for any damage to person or property caused their animals. There shall also be a \$10.00 per offense fine which shall be paid within 2 weeks of notice. If not paid developer retains a lien against the property and as part of that lien may charge interest at the rate of 10% per annum plus a \$10.00/month late charge. .

9. DISCHARGE OF FIRARMS; No hunting or discharging of firearms or fireworks shall be permitted within the entire subdivision, as described in Exhibit "A" at anytime.

10. SOIL AND TIMBER; It is specifically agreed that property owners shall not excavate, remove or sell soil ,nor cut, sell or remove timber other than what is necessary for residential and associated improvements upon the property and as may be necessary for the reasonable use, upkeep and maintenance of the property. Any timber removal must be approved by the Developer or elected committee as herein addressed. Timber is considered any tree more than 4 inches in diameter with such measurement taken at the height of one foot above the ground .

11. SEPTIC SYSTEMS; All septic and/or waste systems shall be of a kind approved by Montgomery County Health Department. No cesspools shall ever be dug or used and drainage of sewage into the roads, easements, ditches, and ravines or upon the open ground shall be prohibited. No outside toilets shall be permitted. All plumbing shall be of a type and installation complying with and approved by the County and State Health specifications and authorities. It is the responsibility of the buyer/homeowner to maintain their individual septic system to industry and code standards.

12. TRASH; No lot or tract 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 material shall be kept in a clean and sanitary condition. No used building material shall be stored in view. No leaves, brushes, timber, debris, or trash of any nature shall be placed disposed of or burned within the road right of ways or within view of the road or right of ways. All buyers or residents are responsible for the proper disposal of trash and if a central disposal site is established shall be responsible for taking their own trash to said site and maintaining said site in a reasonable and clean condition and paying all such associated fees. Grantor Developer retains a lien against the Buyer's property for payment of

said trash/dumpster fees, interest and late charges.. Fees not paid on time shall incur a \$25.00/month late charge and 10% interest per annum. Dumpster fees are due on or by the 15th day of every January

13. SIGNS; No signs of any kind shall be displayed to the public view on any lot except one professional sign not more than one (1) foot square, one sign of not more than three (3) feet square advertising the property for sale or for rent, or signs used by builders or contractors to advertise the property during the construction and sales periods.

14. OIL WELLS AND DRILLING; All properties are restricted against industry, pipeline yards, junkyards, including automobile junk parts places, or any business that gives off odors, fumes, dust, smoke, noise or vibrations. No oil drilling, oil development operations, oil refining, quarry or mining operations of any kind shall be permitted upon or in any lot, nor shall oil wells, tanks, tunnels, mineral excavations, or shafts be permitted upon or in any lot, nor shall any structure be built or allowed on any lot for the purposes of extracting minerals, oil and gas, with the exception of those tracts and lots designated in Exhibit "B" attached hereto.

15. VEHICLES; Any motor vehicle, inoperative for more than 30 days will not be stored or placed on the premises unless inside a structure out of site of the public. Any and all vehicles not licensed for street use shall not be parked or stored in front of the building line as herein addressed. All vehicles in violation of this provision are subject to seizure and a property lien being filed against the residence's land. Any violation of these terms shall also result in a fine of \$50.00 per occurrence.

16. DRIVEWAYS; All driveways into the tract shall be over a culvert of at least 10" in diameter and 20 feet in length and shall be set to grade as required by the Montgomery County, specifications. All driveway material must be either asphalt, concrete, crushed stone, pebble or ore. This clause is also subject to the "Deed Restriction Addendum Driveway Approaches" of January 1, 1999. **It is the responsibility of the homeowner to maintain the culvert, driveway to the road and water and keep mowed all grass and/or landscaping in front of their property all the way to the road surface whether in the County easement/ right of way or not.**

17. EASEMENTS; All tracts are sold subject to easements for public utilities, including but not limited to County street easements, power company easements, and water distribution system easements, and any additional easements as may become reasonably necessary for Developer to create in the future, all of which rights are reserved, so as to permit development of the subdivision consistent with the quality and appearance anticipated by these restrictions. In addition to the easements designated, there is hereby designated and dedicated for the use of all public utility companies an unobstructed aerial easement five (5) feet wide from a plane twenty (20) feet above the ground upward located adjacent to said easement. All existing roads are hereby dedicated as public road easements to insure ingress and egress to all property owners. All tracts herein sold are subject to prior recorded reservations of all oil, gas and other minerals, together with all restrictions herein set forth and as well as any other easements, mineral

leases, reservations and restrictions of record. It is the responsibility of the homeowner to maintain the easement in front of their property by maintaining its appearance, watering and keeping grass, and keeping it clean of trash and debris.

It is the responsibility of the homeowner to maintain the culvert, driveway to the road and water and keep mowed all grass and/or landscaping in front of their property all the way to the road surface whether in the County easement/ right of way or not.

18. SKIRTING AND LANDSCAPING; It is agreed that all Manufactured Homes shall be skirted with a solid building material that completely encloses the space between the home and the ground and all such skirting shall be landscaped to completely cover all such skirting that can be seen from the roadway, within 30 days of the placement of the home upon the land. **If not performed within said 30 days the developer shall have the right to so skirt and charge the cost of same to the homeowner. In addition there shall be a \$25.00/month penalty for failure to comply. All charges will accrue interest at the rate of 10%. The Developer maintains a lien against said property for all such costs, penalties, late charges and interest.**

19. SATELITE DISHES; No satellite dishes larger than 3 foot square shall be kept or placed on the property unless out of view of the public.

20. GENERAL APPROVALS; Any variances or exceptions sought from these restrictions and covenants shall be heard upon request and if approved signed by the Developer or committee as herein referred.

21. NOTICES; Notices are construed as being valid and sent by depositing same into the normal channels of the U.S. Postal service by certified mail return receipt requested to the last known property address of the buyer.

22. BREACH OF CONDITIONS; It is understood and agreed that Developer and thereafter the Association shall be entitled to a lien on any buyers or resident's property that is in violation of these restrictions and conditions any time after the expiration of 30 days from date of Notice as addressed in these restrictions. In addition to a lien the Developer and thereafter the Association shall be authorized to charge \$25.00 per day for each day after the expiration of 30 days that the buyer/resident remains in breach with said charge being due and payable immediately. Said charges shall also attached as a lien to the buyer's/resident's property. This charge is in addition to any individual fine or penalty that may be called for in these restrictions. Developer and thereafter the Association shall have the right deem this as a breach of Contract for Deed and shall have the right to foreclose and repossess the property, together with any and all improvements. Buyer/resident shall have the option to cure said breach and pay any assessed fees, fines or penalties prior to such foreclosure or repossession. **All charges, fines, penalties, late fees, interest, etc. will accrue interest on the unpaid balance at the rate of %10.00 pepr year and said amounts can be added to the notes if developer financed.**

22. ACCEPTANCE; It is understood that by acceptance or the execution of any contract, Deed of Trust, Warranty Deed, Contract for Deed, or purchase money note, the Purchaser or Grantee hereof, whether a corporation, partnership, firm or otherwise, agrees and covenants for himself, his heirs, and legal representatives, successors or assigns shall be binding upon him and all the parties stated during the effective period hereof. If any said parties, their heirs, legal representatives, successors or assigns shall violate or attempt to violate any of the covenants contained herein, it shall be lawful for any other person or persons owning a real property interest therein to prosecute such proceedings at law or in equity against violators, either to prevent any violation or to recover damages for breach thereof, or for both injunction and damages. These restrictions shall be construed as covenants running with the land and are enforceable by or on behalf of any, one or more, of the owners of land in the subdivision, their heirs and assigns. All parties also agree and accept that The DEVELOPER/GRANTOR maintains all rights and privileges to enforce these covenants and restrictions whether through lawsuit, in law or equity or by enforceable contract liens on said properties.

WITNESS MY HAND this 23 day of May, 2002

ACCEPTED AND AGREED;

BUYER/ GRANTEE

~~SHADY OAK ESTATES~~

Bruce Allegar
DREAMSCAPE LAND
DEVELOPMENT INC. by

Bruce Allegar, General Partner

STATE OF TEXAS *

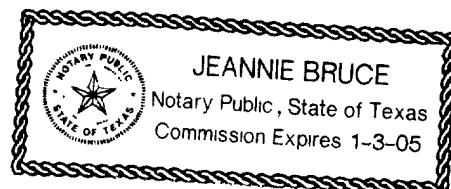
COUNTY OF ~~HARRIS~~ MONTGOMERY *

BEFORE ME, the undersigned authority, on this day personally appeared, Bruce Allegar, known to me to be the person whose name is subscribed to the foregoing instrument, and acknowledged to me that he/she executed the same for the purposes and considerations therein expressed and expects and intends to be fully bound thereby.

GIVEN, under my hand and seal of office on this the 23 day of May, 2002

Jeannie Bruce
Notary Public state of Texas

My commission expires; 1-3-05



076-10-2559

FILED FOR RECORD

2002 MAY 23 AM 10: 28

Mark Turnbull
COUNTY CLERK
MONTGOMERY COUNTY TEXAS

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

MAY 23 2002



Mark Turnbull
County Clerk
Montgomery County, Texas

please return to :

Dreamscape Law Dly Inc
P. O Box 2334
Conroe TEXAS 77305

RECORDED MEMORANDUM

At the time of recordation, this instrument was found to be inadequate for the best photographic reproduction because of illegibility, carbon or photo copy, discolored paper, etc. All black-outs, additions and changes were present at the time the instrument was filed and recorded.