

THE STATE OF TEXAS                   §  
                                                 §        KNOWN ALL MEN BY THESE PRESENTS  
COUNTY OF MONTGOMERY           §

**RESTRICTIONS AND COVENANTS GOVERNING  
CERTAIN DESIGNATED LOTS IN  
RANCH CREST, SECTION THREE, BEING:  
BLOCK 1 - LOTS 55 THROUGH 120;  
BLOCK 2 - LOTS 1 THROUGH 10;  
BLOCK 3 - LOTS 1 THROUGH 10;  
BLOCK 4 – LOTS 23 THROUGH 39; AND  
RESTRICTED RESERVE F**

(Hereinafter called the Designated Blocks and Lots)

WHEREAS, White Oak Developers, Inc., hereinafter called Developer, is the owner of the Designated Blocks and Lots described above (hereinafter RANCH CREST SECTION THREE), in that certain Subdivision known as RANCH CREST, SECTION THREE in the William Hillhouse Survey, Abstract 260, Montgomery County, Texas, according to the map or plat thereof recorded in Cabinet   Z  , Sheet  1741 , of the Map Records of Montgomery County, Texas, and;

NOW, THEREFORE, the restrictions, covenants, conditions, reservations and easements, hereinafter set out, shall be, and the same are, made applicable to the Designated Blocks and Lots in RANCH CREST, SECTION THREE, a Subdivision in Montgomery County, Texas. The restrictions, covenants, conditions, reservations and easements shall apply uniformly and the use, occupancy and conveyance of the Designated Blocks and Lots in RANCH CREST, SECTION THREE and each deed which may be executed with regard to such property in RANCH CREST, SECTION THREE shall be conclusively held to have been executed, delivered and accepted subject to the following restrictions, covenants, conditions, reservations and easements as though set out in full or by referenced in said deed.

**A.**

**GENERAL LAND USE**

All of the Lots, including those not designated above, in RANCH CREST, SECTION THREE are hereby restricted as to use for residential purposes only. No such lots shall be used for any purpose except residential use. However, the Developer may designate certain lots, during the sales period for selling lots in the Subdivision to be temporarily used as a sales office and for model homes. The term "residential purposes"

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as used herein shall be held and construed to exclude all uses other than for single family residential homes. Except as hereinabove provided, the term "residential purposes" excludes any type of business or commercial enterprise. **ANY COMMERCIAL ACTIVITY ON A LOT IS EXPRESSLY PROHIBITED.** No building shall be erected, altered, placed, or permitted to remain on any lot other than a one-family private residence with garage or carport appurtenant thereto and no more than two related storage or out-buildings shall be located behind a residence. Residences constructed above garages are permitted only after approval of plans submitted to the Architectural Control Committee.

**B.**

**COVENANTS APPLYING TO RESIDENTIAL LOTS**

1. **Ranch Crest Section Three Home Owners' Association Membership and Architectural Control:**

a.) **Membership**

**EACH OWNER OF THE FOLLOWING LOTS:**

**SECTION THREE, BLOCK 1 - LOTS 55 THROUGH 120;  
BLOCK 2 - LOTS 1 THROUGH 10;  
BLOCK 3 - LOTS 1 THROUGH 10;  
BLOCK 4 - LOTS 23 THROUGH 39;**

**SHALL, BY VIRTUE OF THEIR OWNERSHIP, AUTOMATICALLY BECOME A MEMBER OF THE RANCH CREST SECTION THREE HOME OWNERS' ASSOCIATION AND AGREES TO PAY ALL, IF ANY, ANNUAL DUES AND ASSESSMENTS. THE RANCH CREST SECTION THREE HOME OWNERS' ASSOCIATION (hereinafter RC III HOA). RC III HOA will be established by the developer and the address of the RC III HOA will be 19221 I-45 South, Suite 370, Conroe, Texas 77385. Each lot owner will be furnished with a copy of the Association's By-Laws.**

b.) **Architectural Control:**

No site built home, garage or carport, storage or out-building, fences or other improvements, shall be erected, placed or altered on any of the above referenced Lots until the construction plans and specifications, and the plans showing the location of the residence, dwelling unit and other improvements have been approved by the **Architectural Control Committee for RC III HOA** (hereinafter ACC), as to use, quality, materials, harmony of external design with existing structures and as to location with respect to topography and finished grade elevation. In addition, a builder / lot owner must comply with Montgomery County regulations relating to obtaining building permits before improvements are placed on a Lot. The ACC members shall be appointed by the Developer, with Developer being the Chairperson of the Committee and occupying at least one position until the Developer submits written resignation to each of the members. The Committee's approval or disapproval, as required herein, shall be in writing. If the Committee fails to give written approval or disapproval within thirty (30) days after plans and specifications have been submitted or in any event if no suit to enjoin the construction has been commenced prior to completion of the improvements, approval will not be required and the related covenants shall be deemed to have been fully satisfied. The Developer or the ACC at its sole discretion is hereby permitted to approve deviations in building area and location in instances wherein its judgment such deviation will result in a commonly beneficial use. Such approval must be granted in writing, and when given, will become a part of these restrictions.

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**2. Dwelling Size, Construction and Building Location:**

**The following construction standards, restrictions and conditions apply to all lots described above and being all lots in the Designated Blocks and Lots covered by these Restrictions and Covenants. A lot owner shall submit to and obtain approval of the Developer or the Architectural Control Committee of any plans and specifications for primary or secondary buildings, before commencement of work, to determine architectural suitability and conformity with restrictions. All construction must be completed within a one-year time frame from the inception date of construction. No construction materials will be stored on any lot after construction is completed. No used buildings are allowed on any lot without approval of the ACC. Only one main residence or dwelling unit shall ever be built or maintained on any lot or building site.**

a) **Residential Structures Only:** No basement, tent, shack, garage, camper/travel trailer, trailer, bus, barn or other out-building erected on any of said lots shall be used at any time as a residence. All out-buildings must be kept painted and in a state of good appearance and repair. No manufactured home or mobile home structures are permitted on any of the aforementioned, designated Lots. No building shall be erected or placed on said property that has not been approved by the Developer or the Architectural Control Committee.

b) **Single Family Residential Structures:** No structures shall be erected, altered or placed or permitted to remain on any Lot or Building Site other than one single-family Dwelling Unit. Each Dwelling Unit shall have a fully enclosed, detached or attached, garage for not less than two nor more than four vehicles.

c) **Dwelling Size:** The ground floor of the Dwelling Unit, exclusive of open porches and garages, must not be less than 1,200 square feet.

d) **Type of Construction:**

(1) At least sixty (60%) of the exterior wall area of all dwelling units, excluding gables, and door and window openings, must be of masonry construction. "Masonry", as used herein, includes brick, brick veneer, stone, stone veneer, glass, stucco, concrete, or other masonry type construction, or combination thereof. With developer approval, cement based "Hardi Plank" type siding can qualify as masonry type construction. The remaining area must be built with new materials approved by the Developer or the ACC.

(2.) The roof of each dwelling unit, garage and other permitted buildings on any Lot shall be either composition type shingles, tile, slate, standing seam metal or materials approved by the Developer or the ACC. Roof material colors must be muted earth tones. The use of sheet metal or similar material on the roof or exterior sides of any Dwelling Unit, other than as flashing is prohibited.

e) **Building Set Lines:** Each dwelling unit must face the street and set back from the front property line at least 35 feet, from each side property line a minimum of 5 feet and from the rear property line at least 25 feet.

f) **Fences:** Fences, walls and columns must be approved prior to construction by the Developer or the ACC. No fence or wall may extend past the front of the main dwelling unit. Fences walls or columns facing any street must be placed in a manner which provides for a consistent and uniform alignment. From time-to-time, variances may be granted to allow specific fence types to extend beyond the front line of the residence, provided that the maximum height is not greater than five (5) feet. All fences must be wood, brick, wrought iron, vinyl or a combination thereof. All fences constructed of wood shall not be painted in any manner except for sealant. The use of chain link, wire, barbed wire or stand alone mesh fencing is strictly prohibited. Any fence constructed by the developer and/or builder, along a property line shall be considered to be owned by

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the adjoining property owner. It shall be the responsibility of said adjoining property owner to maintain, repair and replace all such fences. The maximum fence or wall height is eight (8') feet.

g) Driveways: On each Lot, the builder of the dwelling unit thereon must construct, within 30 days of the completion of the dwelling unit, a driveway from the garage to the abutting street. The Builder or Owner must repair at their own expense any damage occurring by connecting the driveway to the street. All driveway crossings of the roadside drainage ditches shall be constructed of culvert pipe in accordance with detail design specifications approved by the Montgomery County Engineer's Office and the developer. All driveways must be reinforced concrete.

3. Appearance:

All residences shall conform with other units within the development. The exterior of each dwelling shall be maintained in a suitable condition that is harmonious to existing and proposed structures. All lots on which grass is grown or planted shall be mowed on a regular basis. The Association holds the right to mow any lot on which grass has become over 12" (one foot tall). The homeowner / lot owner will be charged a mowing fee of fifty dollars (\$50.00) per occurrence.

4. Propane or Natural Gas Storage Tanks:

All gas storage tanks which are placed upon a lot for the purpose of storing butane, propane or natural gas, must be set at least 25 feet behind the front line of the residence and reasonably screened from street view by buildings, lattice-work or shrubs.

5. Nuisances:

No noxious or offensive activities shall be permitted upon any lot, nor shall anything be done thereon which may be or become an annoyance or nuisance to the neighborhood. Said nuisances include, but are not limited to activities such as making loud noises, allowing dogs to roam unattended, using paint colors which are not harmonious with the development, etc.

6. Temporary Structures:

No structure of a temporary character, trailer (including a travel trailer), basement, tent, shack, garage, barn or other out-buildings shall be used on any lot at anytime as a residence either temporarily or permanently.

7. Street Numbers and Signs:

Buyers (Owners) shall place street numbers on or near any residence placed on a lot.

No other signs of any kind shall be displayed to the public view on any lot except for one sign of not more than THREE feet wide by TWO feet tall advertising the property for sale or rent, or signs used by a builder or his sub-contractor to advertise during the home construction period.

8. Oil and Mining Operations:

No oil drilling, oil development operations, oil refining, quarrying or mining operations of any kind shall be permitted upon or in any lot, nor shall any wells, tanks, tunnels, mineral excavations or shafts be permitted upon or in any lot. No derrick or other structures designed for use in drilling for oil or natural gas shall be erected, maintained or permitted upon any lot.

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9. Pets, Livestock and Poultry:

No livestock or commercial animals of any kind shall be raised, bred or kept on any lot. A maximum number of five domestic, household pets will be allowed at any one residence. All dog pens, kennels, cages and runs shall be located behind the residence and out of view from the street with the exception of corner lots, having the option of the least visible side from the main thoroughfare. Chickens and goats are not considered to be household pets.

A small 4-H or FFA animal may be kept by children of a household provided they are approved by the Deed Restrictions Committee. All animals used for this purpose are to be kept in approved pens, located behind the front, leading edge of the residence.

10. Garbage and Refuse Disposal:

No trash, manure, garbage or debris of any kind shall be dumped or permitted to accumulate on any lot or in any vehicle, nor shall any lot be used or maintained as a dumping ground for rubbish. As long as trash collection service is not provided by a municipality or governmental entity, each residence will subscribe to a private trash collection service. Trash, garbage and other waste shall be kept in sanitary containers. All containers or other equipment for the storage or disposal of such material shall be kept in a clean and sanitary condition. All such containers shall be kept behind the front line of the residence with the exception of the trash collection days. Partial screening fence/shrub enclosures to hide receptacles are encouraged and are to be placed behind the front line of the residence. Burning of household trash and garbage is strictly prohibited.

No junk, wrecked or inoperative automobiles shall be permitted to remain on any lot.

11. Water Supply and Sewage Disposal:

No water well system or sewage disposal system shall be constructed or used on any lot, but each lot owner must use the utility services provided by the Developer or other designated utility operator for the subdivision. No privy, cesspool or outdoor toilets shall be placed or maintained on any part of the property in RANCH CREST, SECTION THREE and all indoor toilets and baths shall be installed with and connected to the sanitary sewer system.

12. Drainage:

All drainage ditches shall be maintained in such a manner that they shall be unobstructed at all times. Any bridge or culvert constructed over property line ditches shall be a minimum of eighteen (18) inches in diameter, unless the depth of the ditch shall require a larger size for proper drainage as required by Montgomery County regulations.

13. Firearms:

The use or discharge of firearms in the Subdivision is strictly and expressly prohibited.

14. Vehicles:

No inoperative motor vehicle will be stored or parked on the premises. All vehicles parked on any lot or any street shall have a current license tag and State inspection sticker. An unlicensed vehicle stored in an enclosed garage is permitted. No truck larger than one and one-half (1 1/2) tons can be kept or parked within RANCH CREST, SECTION THREE.

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15. Off-Street Parking:

Both prior to and after the occupancy of a dwelling on any lot, the owner shall provide for appropriate space for off-street parking for all vehicles. Trailers, campers/travel trailers and boats must be placed behind the front line of the residence.

16. Clothes Lines:

Clotheslines may only be placed in the backyard of a residence. Hanging wet articles on fences is prohibited.

17. Playground Equipment:

All playground equipment shall be placed at least 15 feet behind the front line of the residence.

No basketball goals will be permanently installed adjacent to a street.

18. Cutting Timber and Removal of Soil:

**No timber shall be cut, sold or removed from any residential lot without the consent of White Oak Developers, Inc.** However, this restriction does not prohibit purchasers of lots in this development from selectively clearing same, nor does it prohibit the clearing of timber from a proposed building site situated upon said lot.

19. Terms:

These covenants and restrictions are to run with the land and shall be binding on all OWNERS' of lots in RANCH CREST SECTION THREE and all persons claiming under them until December 31, 2030 after which time said covenants and restrictions shall be automatically extended for successive periods of ten (10) years unless an instrument signed by two-thirds (2/3) of the then owners of the lots is filed for record in Montgomery County, Texas, altering, rescinding or modifying said covenants and restrictions in whole or in part. The two-thirds (2/3) vote shall be computed on the basis of one (1) vote per lot, according to designation thereof on the above reference plat of RANCH CREST, SECTION THREE, regardless of ownership of more than one lot.

20. Right of Mortgagees:

Any violation of any of the easements, agreements, restrictions, reservations, or covenants contained herein shall not have the effect of impairing or affecting the rights of any mortgage, guarantor, or trustee under any mortgage or Deed of Trust outstanding against the lot, at the time that the easement, agreements, restrictions, reservations, or covenants are violated.

21. Enforcement:

The covenants, reservations, easements and restrictions set out herein are for the benefit of the undersigned, its successors and assigns and equally for the benefit of any subsequent buyer (owner) of a lot or lots in RANCH CREST SECTION THREE and their heirs, executors, administrators and assigns. Accordingly, all of the covenants, reservations, easements, and restrictions contained herein shall be construed to be covenants running with the land, enforceable at law or in equity, by anyone or more of said parties. **VIOLATION OF ANY COVENANT CONTAINED HEREIN SHALL BE SUBJECT TO A FINE AS DESIGNAED BY THE RC III HOA'S FEES AND FINES SCHEDULE OR THE MAXIMUM ALLOWED BY LAW.** In the event any of said parties recover a judgment against any person for a violation of any of the covenants herein, any of said parties shall also be entitled to recover from such person court

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costs and reasonable attorney's fees. The failure by any land owner or the Association to enforce any restrictions, conditions, covenant or agreement herein contained shall not constitute a waiver of such restriction nor the right to enforce the same or any other restriction at any other time and such failure shall not give rise to any claim or cause of action against the Association or such land owner.

22. Severability:

The invalidity, abandonment or waiver of any one of these covenants, reservations, easements, and restrictions, shall in no way effect or impair the other covenants, reservations, easements and restrictions which shall remain in full force and effect.

23. Subordination of the Lien to Mortgages:


The lien securing the Assessments provided for herein shall be subordinate to (i) liens of ad valorem taxes and (ii) the lien of any Mortgage that has been or is recorded in the real property records of Montgomery County, Texas. Sale or transfer of any Lot subject to this Declaration shall not affect the lien hereby created. However, the sale or transfer of any Lot pursuant to foreclosure of a Mortgage or any conveyance in lieu thereof shall extinguish the lien of such Assessments as to payments that become due prior to such sale or transfer. No such sale or transfer shall relieve such lot from liability for any Assessment thereafter becoming due or from the lien thereof.

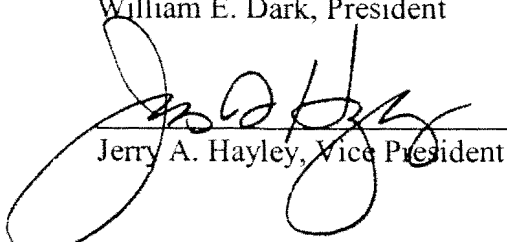
24. Utility Easements:

All lots in said subdivision are sold subject to easements for public utilities and rain water drainage as may be already existing, as reflected by the recorded plat, or as may become reasonably necessary for the Developer, its successors or assigns to create in the future, right to do so being hereby reserved, so as to permit good development of the subdivision and provide the necessary utilities and rain water drainage. All lots in said subdivision are sold subject to roads and building lines as shown on the recorded plat of RANCH CREST, SECTION THREE.

**IN WITNESS WHEREOF** William E. Dark and Jerry A. Hayley have caused these presents to be executed on this 14 day of March, 2013.

WHITE OAK DEVELOPERS INC.

  
William E. Dark, President

  
Jerry A. Hayley, Vice President

The State of Texas §

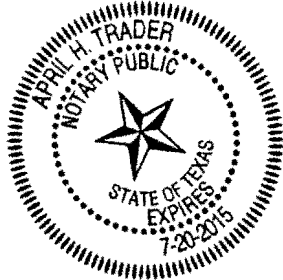
County of Montgomery §

BEFORE ME, the undersigned authority on this day personally appeared before me William E. Dark, President and Jerry A. Hayley, Vice President of White Oak Developers, Inc., a

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Texas corporation known to me to be the persons whose names are subscribed to the foregoing instrument an acknowledged to me that they executed the same for the purposes and consideration therein expressed, in the capacity therein stated and as the act and deed of said cooperation.

GIVEN UNDER MY HAND AND SEAL OF OFFICE on this the 14<sup>th</sup> day of March, A.D. 2013.



April H. Trader  
Notary Public in and for Montgomery  
County, Texas

Return To:

WHITE OAK DEVELOPERS, INC.  
19221 I-45 South, Ste 370  
Conroe, TX 77385



**FILED FOR RECORD**

03/15/2013 3:39PM

*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 Montgomery County, Texas.

**03/15/2013**



*Mark Turnbull*

County Clerk  
Montgomery County, Texas