

**DECLARATION OF AMENDED AND RESTATED COVENANTS,
CONDITIONS AND RESTRICTIONS FOR
THE ESTATES OF LONGMIRE ON LAKE CONROE**

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

This Declaration of Amended and Restated Covenants, Conditions and Restrictions for The Estates of Longmire on Lake Conroe, is executed on the date hereinafter set forth by Estates of Longmire on Lake Conroe Property Owner's Association (the "Association").

WITNESSETH

WHEREAS, Estates of Longmire on Lake Conroe Property Owner's Association is the property owners' association (as that term is used and defined in Section 202.001 of the TEXAS PROPERTY CODE) for The Estates of Longmire on Lake Conroe, a subdivision containing 74.7657 acres of land (the "Subdivision"), according to the map(s) or plat(s) thereof recorded under Clerk's File No. 9515395, in Cabinet H, Sheets 92-B, *et seq.*, of the Map Records of Montgomery County, Texas (the "Subdivision"); and

WHEREAS, the Subdivision is subject to certain covenants, conditions and restrictions as set out in that certain instrument entitled Declaration of Amended and Restated Covenants, Conditions and Restrictions for The Estates of Longmire on Lake Conroe dated July 9, 2019, recorded under Clerk's File No. 2019-062615, in the Official Public Records of Montgomery County, Texas (said instrument being hereinafter referred to as the "Original Declaration"); and

WHEREAS, the Original Declaration established, declared and imposed upon all Lots, Reserve A, B and D in the Subdivision certain easements, restrictions, covenants and conditions for the purpose of enhancing and protecting the value, desirability and attractiveness of the Subdivision, and these reservations, easements, covenants, restrictions and conditions shall run with the land and shall be binding upon all parties having or acquiring any right, title or interest in any lot or in Reserve A, B or D, and shall inure to the benefit of each owner; however, the Original Declaration further reserved the right to designate a portion or part of Reserve D as a waterwell site and sanitary easement, and further reserved the right to dedicate a portion or part of Reserve B for the purposes of locating a sign identifying the Subdivision and an easement for access for ingress and egress to Reserve C; and

WHEREAS, Section 209.0041 of the TEXAS PROPERTY CODE provides that unless the restrictive covenants applicable to a subdivision provides for a lower percentage, restrictive covenants may be amended only by a vote of sixty-seven percent (67%) of the total votes allocated to the property owners entitled to vote on the amendment; and

WHEREAS, the Original Declaration only requires a majority of the property owners entitled to vote on the amendment to approve the amendment, as required by Section 1, Article VII of the Original Declaration; and

WHEREAS, the requisite number of property owners have approved this Declaration of Amended and Restated Covenants, Conditions and Restrictions for The Estates of Longmire on Lake Conroe, and voted to amend and restate said covenants, conditions and restrictions as herein provided;

NOW THEREFORE, in consideration of the premises and pursuant to the authority of Section 209.0041 of the TEXAS PROPERTY CODE, the property owners in the Subdivision, acting by and through the Association, adopt, reaffirm and ratify the following amended and restated covenants, conditions and restrictions for The Estates of Longmire on Lake Conroe Subdivision and declare that the Subdivision shall be developed, improved, held, used, sold and conveyed in accordance with and subject to the following easements, restrictions, reservations, dedications, covenants, conditions and stipulations, all of which are hereby adopted for and placed upon the Subdivision and which shall run with the properties in the Subdivision and be binding on all parties, now and at any time hereafter, having or claiming any right, title or interest in the Subdivision or any part thereof, their heirs, executors, administrators, successors and assigns, regardless of the source of or the manner in which any such right, title or interest is or may be acquired, and all of which shall inure to the benefit of each Owner of any part of the Subdivision.

Unless otherwise specifically indicated, these Covenants, Conditions and Restrictions do not apply in any manner to the areas designated on the Subdivision Plat as **Reserves**, and such Reserves are not restricted or affected in any manner by this instrument except as specifically provided herein.

ARTICLE I **Definitions**

- Section 1.** "Administrator" shall mean the entity administering the maintenance fund.
- Section 2.** "Architectural Control Committee" or "Committee" shall mean and refer to The Estates of Longmire on Lake Conroe Architectural Control Committee, provided for in Article IV hereof.
- Section 3.** "Association" shall mean and refer to the Estates of Longmire on Lake Conroe Property Owner's Association.
- Section 4.** "Board of Directors" or "Board" shall mean the elected body of the Estates of Longmire on Lake Conroe Property Owners Association.
- Section 5.** "Builder-Owner" shall mean and refer to the owner of a Lot who owns such lot for the sole purpose of building a residence for sale to third parties, and is designated in writing as a Builder-Owner by the Association.

- Section 6.** "Improvements" shall mean and refer to any dwelling, garage, carport, swimming pool, wall, fence and any other object placed on, in adjacent to or under the Properties.
- Section 7.** "Lake" shall mean and refer to Lake Conroe.
- Section 8.** "Lot" and/or "Lots" shall mean and refer to the lots shown as Number 1 to 11, inclusive, and to Reserves A, B and D, all as shown on the Subdivision Plat.
- Section 9.** "Member" shall mean and refer to every person or entity who holds a membership in the Association.
- Section 10.** "Owner" shall mean and refer to the record owner, whether one or more persons or entities, of fee simple title to any Lot which is a part of the Properties. In the event of a contract for sale covering any lot, the "Owner" shall be the purchaser named in the contract. "Owner" does not include those persons or entities having a security interest in the Lot or those having an interest in the mineral estate only.
- Section 11.** "Property and/or Properties" shall mean and refer to The Estates of Longmire on Lake Conroe, as identified in the Subdivision Plat.
- Section 12.** "Reserve" shall mean and refer to the areas designated on the Subdivision Plat as Reserve A, Reserve B and/or Reserve C.
- Section 13.** "Resident" shall mean and refer to every person or entity occupying a Residential Dwelling within the Properties.
- Section 14.** "Residential Dwelling" shall mean and refer to a single residential dwelling with garage.
- Section 15.** "Subdivision Plat" shall mean and refer to the map or plat of The Estates of Longmire on Lake Conroe in Cabinet H, Sheets 92B - 94A, inclusive, of the Map Records of Montgomery County, Texas.
- Section 16.** "Utility Company" shall mean and refer to The Estates of Longmire on Lake Conroe Water Company, a private utility system.

ARTICLE II

Restrictions, Exceptions and Dedications

The Subdivision Plat dedicates for use, subject to the limitations set forth therein, the streets and easements shown thereon to the public, and such Subdivision Plat further establishes minimum setback lines applicable to the Property. All dedications, limitations, restrictions, and reservations shown on the Subdivision Plat are incorporated and made a part hereof as if fully set forth herein,

and shall be construed as being adopted in each and every contract, deed, or conveyance executed, conveying said property or any part thereof, whether specifically referred to therein or not.

Section 1. Utility Easements.

(a) All lots are subject to the utility easements shown on the plat or designated in these Restrictions.

(b) No building shall be located over, under, upon or across any portion of any utility easement; however, the Owner of each Lot shall have the right to construct, keep, use and maintain driveways and similar improvements across the utility easements located on the front of the Lot and/or along the side of corner Lots adjacent to street right-of-ways.

(c) With the prior approval of the Committee, the Owner of each lot also shall have the right to construct, locate, keep and maintain driveways, walkways, steps, air conditioner units and equipment over, across or upon any utility easement along the side of such Lots (the "Side Lot Utility Easement") and shall be entitled, at all times, to cross, have access to and use the improvements located thereon; however, any such improvements placed upon such Side Lot Utility Easement by the Owner shall be constructed, maintained and used at Owner's risk and the location of such improvements shall not impede the natural flow of water across the lot. The Owner of each Lot subject to said Side Lot Utility Easements shall be responsible for (i) any and all repairs to the driveways, walkways, steps, air conditioner units and equipment which cross or are located upon such Side Lot Utility Easements caused by the Utility District, any public utility or cable television company in the course of installing, operating, maintaining, repairing, or removing its facilities located within the Side Lot Utility Easements.

(d) In addition to the utility easements shown on the recorded Plat, there is hereby dedicated a ten (10') feet wide Entergy Utility Company easement, extending from the surface of the ground downward, and said easement being five (5') feet on each side of underground electric service lines as now or hereafter constructed and will extend along the route selected by Entergy Utility Company from Entergy Utility Company's distribution facilities to the electric meter when and as located upon Lots and Reserves in the Subdivision. Entergy Utility Company shall have the right to excavate said Lot easement strip, and to remove objects, structures, growth or protrusions thereon, subject to final approval by the Architectural Control Committee.

(e) The Owner of each Lot shall indemnify and hold harmless the Association, public utility companies and cable television company having facilities located over, across or under utility easements from any loss, expense, suit or demand resulting from injuries to persons or damage to property in any way occurring, incident to, arising out of, or in connection with said Owner's installation, maintenance, repair or removal of any permitted improvements located within utility easements. Neither the Association nor any utility company or cable television company using the easements herein referred to, shall be liable for any damages done by them or their assigns, their agents, employees or servants to fences, shrubbery, trees, flowers or any other real or personal property of the Owner situated on the easement.

Section 2. Road and Street Easements. The roads and streets in the Properties are dedicated to the public and shall be operated as public streets.

Subject to the terms and conditions of this Section, the roads and streets in the Properties as shown on the Plat are hereby dedicated as utility easements strictly for the purpose of constructing, operating, maintaining or repairing a system(s) of electric lighting, electric power, telegraph and telephone lines, gas lines, sewers, water lines, storm drainage (surface or underground), cable television, or any other utilities that the Association sees fit to install (or permit to be installed) in, across and/or under the Property. The dedication of the roads and streets as utility easements shall not affect operation of the roads and streets in this Property as public roads and streets.

The Association reserves the right to make changes in and additions to the above easements for the purpose of most efficiently and economically installing the improvements. Should any utility company or cable television company furnishing a service covered by the general easement herein provided request a specific easement by separate recordable document, the Association, without the joinder of any other Owner, shall have the right to grant such easement on said property.

ARTICLE III **Use Restrictions**

Section 1. Land Use and Building Type. All Lots shall be restricted in use and shall be used for residential purposes only. As used herein, the term "Residential Purposes" shall be construed to prohibit the use of said Lots for garage apartments or apartment houses. No Lot shall be used for business or professional purposes of any kind, nor for commercial or manufacturing purposes; however, nothing contained in these Restrictions shall prohibit an Owner or Occupant of the residence from maintaining a personal office in the residence for the purpose of conducting business provided that the primary use of the Lot remains residential. At no time shall the dwelling, storage building or poolhouse be used in any manner as a retail establishment or as any other business requiring regular visits by persons other than the Owner, or by customers, patients, or clients of the Owner. The rental of a dwelling for occupancy as a residence shall not be construed as a business.

No structure shall be erected, altered, placed or permitted to remain on any Residential Lot other than one (1) single family dwelling with a detached or an attached fully enclosed garage, storage buildings and poolhouse. Garages shall be large enough to accommodate no fewer than two (2) nor more than four (4) automobiles, and the garage shall not be modified in any manner to prevent the parking of automobiles therein. The garage, storage building and poolhouse shall be constructed at the same time as the dwelling and shall act and be a integral part of the residential structure, constructed with the same design, color and materials as the residence. Occupancy of the dwelling shall not be authorized until the garage is complete. No garage or other permitted structure shall be erected or built on any Lot until construction of the residential dwelling has commenced. All construction must be completed within 180 days after construction commences.

All single family dwellings shall provide adequate and appropriate space for off street parking for vehicles. In addition, there shall be constructed approved enclosures and/or garages for the parking and/or storage of recreational vehicles, boats, trailers and motor homes. Garages placed on corner lots may face the side street and shall be located no closer to the side lot line than the minimum side lot building setback line as shown on the Subdivision Plat.

No building of any kind or character shall be moved onto any Lot within said Properties without written permission of the Architectural Control Committee; however, no Residential Dwelling shall be moved onto any Lot within said Properties. The use of a tent, house trailer, travel trailer, camper or motor home, either as a weekend, temporary or permanent residence is prohibited.

Section 2. Carports. Carports may be utilized and built only in addition to the required garage. The carport must be an integral part of the residential structure and constructed with the same design, color and materials as the Residential Dwelling. Only motor vehicles, as identified in Section 20 of this Article, shall be parked or stored in a carport.

Section 3. Architectural Control. No improvement shall be erected, placed, repaired or altered on any Lot until the construction plans and specifications and a plot plan showing the location of the Improvement thereon have been approved by the Architectural Control Committee. All improvements, residential dwellings and other structures shall be built in accordance with the building standards set out in the Building Code for the City of Conroe, Montgomery County, Texas. Plans shall be reviewed with respect to harmony with the existing structures, design, color, location with respect to topography and finished grade elevation and compliance with minimum construction standards provided for herein. The Committee is authorized to grant variances if the variance is reasonable and if the structure is not inconsistent with the general scheme and harmony of the development.

Section 4. Dwelling Size. The minimum square footage of the total living area of a one (1) story residential dwelling, exclusive of open porches, garages, carports, and servants quarters shall be 2500 square feet. The minimum square footage of the total living area of a two (2) story main residential dwelling, exclusive of open porches, garages, carports and servants quarters shall be 2500 square feet with a minimum of 1800 square feet on the ground floor.

Section 5. Type of Construction Materials and Landscaping.

(a) Residences, garages and carports shall be of 100 percent masonry construction or its equivalent on all exterior wall areas facing the street and not less than 80 percent masonry construction or its equivalent on all other exterior wall areas, except that detached garages may have wood siding of a type and design approved by the Committee. Masonry includes stucco.

(b) No roofing material shall be used on any building in any part of the Properties without the written approval of the Committee. All roofing material must be applied in accordance with the manufacturer's specifications.

(c) Landscape plans, plants and materials must be approved by the Committee before work commences. All yards shall be landscaped with the landscaping to be completed within three (3) months after the residence is occupied.

(d) All roof ventilation (other than ridge ventilators) shall be located to the rear of the roof ridge line and/or gable of any structure and shall not extend above the highest point of such structure, so as not to be visible from any street. The Committee shall have the right to approve the exceptions to the foregoing in cases where energy conservation and heating/cooling efficiency require ventilators that, because of the particular roof design, cannot be hidden from view.

Roof vents, vent stacks, galvanized roof valleys and other roof items must be painted to match the roof materials. Roof items that appear on cedar shingle roofs must be painted in such a manner that the color matches a weathered cedar shingle. Galvanized roof valleys must be primed before being painted to insure the prevention of peeling.

Section 6. Building Location. No main residence, garage or carport, nor any part thereof shall be located on any Lot nearer to the front or rear Lot line or nearer to the side street Lot line than the minimum building lines as shown on the Subdivision Plat. However, at such time as plans are submitted to the Committee for approval, the Committee may require that the residence, garage or carport be located at a greater distance from the back Lot line than the building line shown on the recorded plat. No main residence, garage or carport or any other out building or any part thereof shall be located nearer than 20 feet to any interior side Lot line. Eaves, steps and open porches shall not be considered as a part of the building, provided that no portion of any residence, garage, carport or structure shall encroach upon another Lot.

The Committee may approve deviations or grant variances of the building location requirements provided the variance or deviation does not alter the scope and intention of these Restrictions. The Owner shall make a written request to the Committee for a variance or deviation.

Any Owner of one or more adjoining Lots, with the written permission of the Committee, may merge such Lots into one building site with the privilege of placing or constructing improvements on such resulting site, in which case side setback lines shall be measured from the resulting side property lines rather than the Lot lines as indicated on the recorded plat and such composite building site shall thereupon be regarded as a "Lot".

Section 7. Slab Requirements. All building foundations shall consist of a concrete slab, unless the Committee approves a different type of foundation when circumstances, such as topography of the Lot, make it impractical to use a concrete slab on all or any portion of the foundation of the building improvements constructed on the Lot. The finished slab elevation for all structures shall be above the 100 year flood plain as established by Commissioner's Court of Montgomery County, Texas, the Montgomery County Engineers Office, and other applicable governmental authorities. All residential foundations/slabs for all Lots in the Subdivision must be a minimum of eight inches above finished grade of the Lot at the foundation perimeter.

The Committee does not determine whether the structural integrity of the slab is adequate. A report prepared by a structural engineer certifying that a soil investigation has been done and that the plans submitted provide for proper slab design must be submitted to the Committee. The Committee may make deviations in the above foundation requirements provided such deviations do not alter the scope and intent of the restrictions.

Section 8. Annoyance or Nuisances. No noxious or offensive activity shall be carried on upon any Lot nor shall anything be done thereon which may become an annoyance or nuisance to the neighborhood. No exterior speaker, horn, whistle, bell or other sound device, except security and fire devices used exclusively for security and fire purposes, shall be located, used or placed on a Lot. Activities especially prohibited include, but are not limited to the following:

- (a) The performance of work on automobiles or other vehicles upon the Lot or in driveways or streets abutting Lots.
- (b) The use or discharge of firearms, firecrackers or other fireworks within the Properties.
- (c) Storage of flammable liquids in excess of five gallons.
- (d) Activities which may be offensive by reason of odor, fumes, dust, smoke, vibration or pollution which are hazardous by reason of excessive danger, fire or explosion.

Section 9. Temporary Structures. No structure of a temporary character, whether motor home trailer, recreational vehicle, travel trailer, mobile home trailer, basement, tent, shack, garage, barn or other outbuilding shall be maintained or used on any Lot at any time as a residence, or for any other purpose, either temporarily or permanently. Portable toilet facilities shall be placed at the construction site of all Residential Dwellings. Upon approval of the Committee, a contractor building a Residential Dwelling on a Lot for the Owner of such Lot may place a temporary construction office on the Lot.

Section 10. Signs and Billboards. No signs, billboards, posters, or advertising devices of any character shall be erected, permitted or maintained on any Lot or plot without the express written consent of the Association. All signs, billboards, posters and other advertising devices shall conform to the Committee's predetermined sign policy. The Association, or its agents shall have the right to remove any sign not complying with the above referenced policy and in so doing, shall not be liable and are expressly relieved from any liability for trespass or other tort in connection therewith or arising from such removal.

Section 11.

A. Oil and Mining Operations. No oil drilling or development operations, oil refining, quarrying, or mining operations of any kind shall be permitted upon or any Lot nor shall oil wells, tanks, tunnels, mineral excavations, or shafts be permitted upon or in any Lot. No derrick or other structure designed for use in oil or natural gas shall be erected, maintained, or permitted upon any Lot.

B. Water Wells and Irrigation. The drilling or development of water wells and water well operations, *solely for irrigation purposes*, shall be permitted in accordance with regulations and restrictions adopted by the San Jacinto River Authority ("SJRA") and the Lone Star Groundwater Conservation District ("LSGCD"). All rules and regulations set forth by the SJRA and LSGCD shall be complied with by the Owner. The construction, placement, and operation of the water well shall be in strict compliance with all regulations promulgated by the SJRA and/or LSGCD regarding the construction, placement, and operation of the well to be drilled, maintained and permitted upon any Lot, and any and all applicable permits shall be obtained by the Owner. Coverage of the pressure tank, controller, and any additional equipment related to the water well, including any pump house, shall not be visible from any street, or adjacent Lots, and it shall be wholly contained within a structure. The sharing of water wells by Owners is permitted between two adjacent Lots, only if agreed upon by the Owners of each Lot. The Association shall not be responsible for enforcing any disputes relating to shared water well agreements between Owners.

Section 12. Storage and Disposal of Garbage and Refuse. No Lot shall be used or maintained as dumping ground for rubbish. Trash, garbage or other waste materials shall not be kept except in sanitary containers constructed of metal, plastic or masonry materials with sanitary covers or lids. Equipment for the storage or disposal of such waste materials shall be kept in clean and sanitary condition. No Lot shall be used for the open storage of any materials whatsoever, which storage is visible from the street, except that new building materials used in the construction of improvements erected upon any Lot may be placed upon such Lot at the time construction commences and may be maintained thereon for a reasonable time, so long as the construction progresses without undue delay, until the completion of the improvements, after which these materials shall either be removed from the Lot or stored in a suitable enclosure on the Lot.

Section 13. Electric Distribution System. The type of electric service supplied to Owners will be alternating current at approximately 60 cycles per second, single phase, three wire, 102/240 volts and metered at 240 volts. It is understood and agreed that only electrical service of the characteristics described above, will be furnished by Entergy Utility Company and that such service will be from the electric distribution system to be installed by Entergy Utility Company, and Owners agree that only electric service at 120/240 volts, single phase, three wire, will be available for Lots. The locked rotor current of any motor connected to this service will be limited in accordance with the standard service practices of Entergy Utility Company. The utility easement areas dedicated and shown on the plat map of The Estates of Longmire on Lake Conroe, may be cleared and kept clear by any utility of all trees, bushes and other growth, including overhanging branches from trees or protrusions from structures located upon adjacent property, without payment to Owners by such

utility for such clearance, cutting or trimming. The provisions of this paragraph shall constitute a covenant running with the land as to each Lot.

No above surface or overhead electric service wire shall be installed outside of any residence or other structure. It is required that individual underground electrical service drops be installed to each residence. The Owners of each residence will therefore comply with Entergy Utility Company's policy regarding such underground service installations, and the Owners do hereby agree to pay any charges which might be incurred for the installation of the underground service as set forth in the Company policy. Entergy Utility Company's policy is subject to change as set forth in the Company policy. The Owners shall ascertain the location of said service drops and keep the area over the route of said service drops free of excavations and clear of structures, trees and other obstructions; and Entergy Utility Company may install, maintain, repair, replace and remove said underground service drops, and open the ground for any such purpose or purposes; and no payment will be due or made by any utility for such use or activity.

The Association hereby reserves the right to grant upon, across and over each Lot an easement and license along the perimeter boundaries of each Lot to the width of three feet measured from each boundary of each Lot, protruding from each boundary into the interior portion of each Lot, for the purpose of erection, construction, maintenance, repairs and the continuous placement of all electrical lighting system throughout the Property. This reserved right is expressly reserved on behalf of and for the benefit of the Association and any public utility company, including but not limited to Entergy Utility Company. This reserved right includes expressed right of the Association and each public utility company to clear, grade and remove such obstructions including, but not limited to, trees, brush and other landscaping that the Association or the public utility company deems necessary in order to effectuate the construction, erection, maintenance and continuance placement of the electrical lighting system hereby contemplated. The Association further reserves hereby, unto itself and to any such public utility company, the expressed right to enter upon any Lot for the purpose of construction, installation, maintenance, repair and continuous placement of the electrical lighting contemplated hereunder and to remove any obstruction as might exist within this designated area, and such shall not be deemed to be trespass in any respect to the rights of the Owner of the Lot. Each Owner, by acceptance of a Deed to a Lot in these Properties does acknowledge the existence of this reserved right and the rights hereunder created, such right being for the expressed benefit of each other Lot in the Properties. Neither the Association nor any public company acting under the easement license or rights referred to herein shall be liable for any damages done by themselves or their assigns, agents, employees or servants to any fences, shrubbery, trees, flowers or any other property of the Lot Owner situated on the property by this easement and license.

Section 14. Walls, Fences and Hedges. All walls, fences and hedges must be approved by the Architectural Control Committee. Plans and specifications shall be submitted to the Committee as required by these Restrictions, and all walls and fences shall be of a design that conforms to the Committee's predetermined plan for fences. The Committee may grant variances upon written request by the Owner. Walls and fences may be ornamental iron or masonry construction as approved by the Committee.

No chain link fences shall be erected, placed or permitted to remain on any Lot. No fence shall be installed which will impede the natural flow of water across the Lot. No fence shall be built that is more than eight (8') feet in height; however, the Association may construct fencing ten feet tall at the entrance to the Subdivision.

Ownership of any wall, fence or hedge erected as a protective screening on a Lot shall pass with title to the Lot, and it shall be the Owners responsibility to maintain said protective screening thereafter. In the event of default on the part of the Owner or occupant of any Lot to maintain said protective screening and such failure continuing after ten days written notice thereof, the Association, at its option, without liability to the Owner or occupant in trespass or otherwise, may, in its discretion, enter upon said Lot and cause said protective screening to be repaired or maintained or do any other thing necessary to secure compliance with these restrictions, so as to place said protective screening in a satisfactory condition and may charge the Owner or occupant of such Lot for the cost of such work. The Owner or occupant, as the case may be, agrees by the purchase or occupancy of the lot to pay such statement immediately upon receipt thereof, and all such payments by the Association, shall, likewise, be secured by a Vendor's Lien for the benefit of the Association in the same manner as the maintenance charges payable in accordance with Article VI herein.

Section 15. Mailboxes. The Association or the Committee, as the case may be, shall have the right to designate the exclusive design, motif and materials for mail boxes within the Properties and may at its option purchase such items in bulk and resell them to each Owner at cost, otherwise the ACC must approve the mailbox construction at the same time house plans are submitted for approval to the ACC.

Section 16. Utilities. Improvements situated on a Lot shall be connected to the water system and lines as soon as practical after the lines are available at the property line. No privy or cesspool shall be placed or maintained upon or in any Lot. All residences shall be connected to a septic system that meets or exceeds the City of Conroe requirements. All septic systems shall be maintained in proper working condition and in accordance with the requirements and standards of the City of Conroe.

The installation and use of any propane, butane, LP gas or other gas tank, bottle or cylinder of any type, (excluding those normally associated with outdoor barbecue grills), shall require the prior written approval of the Committee and shall be screened from public view. When natural gas is made available to the Lots, the Lot Owner must immediately discontinue use of propane, butane, LP gas or other type of hydro-carbon fuel used at the time and shall convert to natural gas. All telephone, electric, cable or other service lines shall be installed underground.

Section 17. Views, Obstructions and Privacy. In order to promote the aesthetic quality of "view" within The Estates of Longmire on Lake Conroe, the Committee shall have the right to review and approve any item placed on a lot including, but not limited to the following:

- (a) The location of all windows and the type of proposed window treatments and exposed window coverings;

- (b) The probable view from second story windows and balconies and decks (particularly where there is a potential invasion of privacy to an adjoining neighbor);
- (c) Sunlight obstructions;
- (d) Roof top solar collectors;
- (e) Flagpoles, flags, pennants, ribbons, streamers, wind sock and weather vanes;
- (f) Exterior storage sheds;
- (g) Fire and burglar alarms which emit lights and sounds;
- (h) Children playground or recreational equipment;
- (i) Exterior lights;
- (j) Ornamental statuary, sculpture and/or yard art visible from a street or common area excluding those which may be a part of an otherwise approved landscape plan;
- (k) The location of the Residential Dwelling on the Lot; and
- (l) The location of satellite dishes and antennas.

Prohibited Items. The following items are prohibited on any Residential Lot:

- (a) Clotheslines, reels, hanging circles and other exterior clothes drying devices;
- (b) Above ground swimming pools;
- (c) Window unit air conditioners;
- (d) Signs (except for certain "For Sale" and "For Lease" signs and political signs, as permitted by law);
- (e) Storage of more than five (5) gallons of fuel outside of regular vehicle gas tanks; and
- (f) Unregistered, unlicensed, or inoperable motor vehicles.

Section 18. Lot/yard Maintenance. Landscape plans for yards and all Lots shall be submitted to the Architectural Control Committee and shall require written approval of the Committee. These plans shall be submitted at the same time that plans are submitted for the construction of a residential dwelling. A "natural state" landscape plan utilizing native plants and terrain is acceptable provided that the property is maintained in an attractive manner at all times.

The Owners or occupants of all Lots shall at all times keep all weeds and grass thereon cut in a sanitary, healthful and attractive manner and shall in no event use any Lot for storage of materials and equipment except for normal residential requirements or incident to the construction of improvements as herein permitted. The accumulation of garbage, trash or rubbish of any kind and no burning is permitted. The Owners or occupants of any Lots at the intersection of streets or where the rear yard or a portion of the Lot is visible to full public view shall construct and maintain a suitable enclosure, storage building or fence to screen the following from public view, to-wit: yard equipment, wood piles or storage piles which are incidental to the normal residential requirements of a typical family.

In the event of default on the part of the Owner or occupant of any Lot in observing the above requirements or any of them, such default continuing after ten (10) days written notice thereof, the Association or their assigns may, at their option, without liability to the Owner or occupant in

trespass or otherwise, enter upon said Lot and cause to be cut such weeds and grass and remove or cause to be removed such garbage, trash and rubbish or do any other thing necessary to secure compliance with these restrictions so as to place said Lot in a neat, attractive, healthful and sanitary condition and may charge the owner or occupant of such Lot for the cost of such work. The Owner or occupant agrees by the purchase or occupancy of the property to pay such statement immediately upon receipt thereof, and all such payments shall be made to the Association in the same manner as the Maintenance Charges.

The digging of dirt or the removal of any dirt from any Lot is expressly prohibited except as may be necessary in conjunction with the landscaping of or construction on such Lot. Unless otherwise approved by the Committee, no trees larger than eight (8) inches in diameter shall be cut or removed except to provide room for construction of improvement, or prevent a hazard to the structural integrity of the slab or to remove dead trees.

During the construction of a residence, the Owner is required to remove and haul all trees, stumps, limbs, branches, and debris from the Lot. At all times during the construction of a residence, the Owner and/or Builder shall erect and maintain construction fencing enclosing those portions of the Lot that are not involved in the construction of the residence.

No owner or contractor may enter upon the Lot adjacent to the one on which he is building for the purpose of ingress or egress to his Lot during or after construction unless such adjacent Lot is also owned by such Owner or such Owner has written approval from the adjacent Lot Owner. Such approval must be furnished to the Committee. All adjacent Lots shall be kept free of any trees, underbrush, trash, rubbish and/or any other building debris during construction of improvements.

Section 19. Motor Vehicles. No unlicensed motor vehicles shall be allowed within the Subdivision. No motor bikes, motor cycles, motor scooters, "go-carts", all terrain vehicles (ATV's), or other similar vehicles shall be permitted to be operated on the Properties, if, in the sole judgement of the Association, such operation, for reason of noise or fumes emitted, or by reason of manner of use, shall constitute a nuisance or jeopardize the safety of the Owners, their tenants and their families.

Section 20. Storage and Repair of Automobiles, Boats, Recreational Vehicles, Trailers and other Vehicles. No motor vehicles shall be parked or stored on any part of any Lot, easement, right-of-way, or any other area unless such vehicle is concealed from public view inside a garage or other approved enclosure, except passenger automobiles, passenger vans or pickup trucks that: are in operating condition; have current license plates and inspection sticker; are in daily use as motor vehicles on the streets and highways of the State of Texas; and which do not exceed six (6) feet, six (6) inches in height or seven (7) feet, seven (7) inches in width or twenty-one (21) feet in length, may be parked in the driveway on such lot. Recreational vehicles may be stored on the Lot in an area behind the residential dwelling, in a garage or in a carport. No non-motorized vehicle, trailer, boat, marine craft, hover craft, aircraft, machinery or equipment of any kind may be parked or stored on any part of any Lot, easement, right-of-way, or any other area unless such object is concealed from public view inside the garage or other approved enclosure. The term "approved enclosure" shall mean an enclosure that has been previously approved by the Committee. No

vehicles, boats, motor homes, recreational vehicles, trailers or other motorized vehicles or any parts thereof, may be parked in the streets of the Subdivision.

No repair work, dismantling or assembling of motor vehicles or other machinery or equipment shall be done or permitted on any street, driveway, or any portion of the Properties. If a complaint is received about a violation of any part of this section, the Association will be the final authority on the matter. This restriction shall not apply to any vehicle, machinery, or maintenance temporarily parked and in use for the construction, repair or maintenance of the Subdivision facilities or of a house or of any other structure. No Owner of any Lot or visitor or guest of any Owner, occupant or resident shall be permitted to perform work on automobiles or other vehicles in driveways or streets.

Section 21. Antennas and Satellite Dishes. No electronic antenna or devise for receiving or transmitting any signal or any type other than an antenna for receiving normal marine signals from a water craft located on Lake Conroe shall be erected, constructed, placed or permitted to remain on any Lot, house, garage or other buildings unless otherwise approved by the Committee. All marine radio antennas must be attached to the main residential structure. Only one antenna per Lot shall be permitted. In all cases, no antenna shall be erected as a free standing or guide structure. No antenna of any style shall be permitted on the Lot which extends more than ten (10) feet above the roof of the main residential structure on said Lot. The Committee's decision shall be final.

Unless approved by the Committee, no satellite dish may be maintained on any portion of any Lot outside the building lines of said Lot or forward of the front of the improvements thereon. A satellite dish may not exceed ten feet in diameter and must be mounted as close to the ground as practical. However, in no event may the top of the satellite dish be higher than six feet from the grade level of the ground. All dishes shall be of one solid color of black or earth tones of brown, grey, or tan. The expanded metal type dish is recommended. No multicolored dishes shall be permitted. No advertising or the printing of names of any type shall be permitted. No more than one satellite dish shall be permitted on each Lot. No transmitting devise of any type which would cause electrical or electronic interference in the neighborhood shall be permitted. Architectural approval is required prior to the installation of any satellite dish. The Association reserves the right to seek the removal of any device that was installed without first obtaining approval or any dish that violates these restrictions.

Section 22. Solar Panels. All solar panels installed shall be framed in such a manner so the structure members are not visible. The framing material shall be one that is in harmony with the rest of the structure. Architectural approval is required prior to the installation of any solar panels. The Association reserves the right to seek the removal of any solar panel that was installed without first obtaining approval or any solar panel that violates these restrictions.

Section 23. Pets and Livestock. No pets or livestock of any kind shall be raised, bred or kept on any Lot except in the following instances: not more than three (3) dogs or cats or other household pets. No poultry of any kind shall be raised, bred or kept on any Lot.

All animals shall be kept within the boundaries of the Lot unless accompanied by the Owner. No dogs, cats or household pets shall be raised, bred or maintained for any commercial purposes. In the event pets become a nuisance in the opinion of the Association, the Owner shall remove the animals from the Lot.

At all times, pens and facilities for pets shall be located at the rear of the Lot and shall not be visible from the roadway.

Section 24. Drainage. Each Owner of a Lot agrees that he will not in any way interfere with the established drainage pattern over his Lot from adjoining Lots or other Lots in the Properties. Any changes necessary in the established drainage pattern must be included on the Owners plans and specifications when submitted to the Committee. Such drainage plans shall be subject to the Committee's approval. Each Owner agrees that he will take all necessary steps to provide for additional drainage of his Lot in the event it becomes necessary. Established drainage shall be defined as drainage that existed at the time the Subdivision was originally constructed and completed.

In the event of construction on any Lot, the Owner must provide a drainage plan to the Committee for approval. No pockets or low areas may be left on the Lot where water will stand following a rain or during normal yard watering. With the approval of the Committee, an Owner may establish an alternate drainage plan for low areas by installing underground pipe and area inlets or other such methods as approved by the Committee.

Section 25. Driveway Maintenance. The Owner or occupant of any Lot shall at all times keep his driveway and entrance lip along the street adjacent to his property in a good state of repair and attractive in appearance. In the event of any default by the Owner or other occupant of a Lot in observing the above requirements, which default is continuing after thirty (30) days' written notice thereof to the Owner or occupant as applicable the Association or their designated agents may at their option, without liability to the Owner or occupant in trespass or otherwise enter upon said Lot and make such repairs as deemed necessary by the Association to ensure compliance with this declaration, so as to place such driveway entrance items and street in a good state of repair and attractive appearance and may charge the Owner or occupant of such Lot for the cost of such work. Such charge, together with interest thereon at the highest rate permitted by applicable laws from the date due until paid and all costs of collection, including reasonable attorney's fees, shall be secured by a Vendor's Lien for the benefit of the Association, whichever the case may be, which is hereby retained against each Lot in The Estates of Longmire on Lake Conroe, which lien shall only be extinguished by payment of such sum. Said lien shall be deemed subordinate to the lien or liens of any bank, insurance company or other institutional lender, which hereinafter lends money for the construction (including improvements) and/or permanent financing of improvements on such property, provided, however, that said lien shall not be extinguished by any foreclosure sale or other extinguishment of a senior lien but shall remain in force and effect until paid or released by The Association through appropriate proceedings at law.

Section 26. Driveways. Driveways may be built of brick, stone, concrete, asphalt or other materials approved by the Committee. All concrete driveways shall be constructed with quality grade

concrete, four and one-half (4 1/2) sack cement per cubic yard and be reinforced with a minimum of #6, 6" X 6" welded wire mesh, or one and one-half (1 1/2) Type "D" modified asphalt with a six (6) inch compacted limestone (or approved equal) base material.

Driveways width shall be a minimum of nine (9) feet. If more than one driveway is constructed on a common Property, such driveways shall be separated by a minimum distance of at least twenty (20) feet. Driveways shall be constructed so as to prevent normal street flooding from entering upon the adjoining Property accessed by the driveway. The Committee shall have the right to approve the location of the driveway on the Lot. All driveway culverts shall meet or exceed the standards of the City of Conroe.

Section 27. Swimming Pools. No swimming pool may be constructed on any Lot without the prior written consent of the Committee. Two sets of plans and specifications for the proposed pool shall be submitted to the Committee including a plot plat showing the location and dimensions of the pool and related improvements together with the plumbing and excavation disposal plan. Excavation required for swimming pools shall be hauled from the site to a place outside of the Subdivision unless on site disposal is approved by the Committee. Fencing around pools would require approval of the ACC.

ARTICLE IV **Architectural Control Committee**

Section 1. Approval of Improvement Plan. No improvement shall be erected, placed or altered on any Lot until the construction plans and specifications and a plot plan showing the location of the improvement have been approved in writing by The Estates of Longmire on Lake Conroe Architectural Control Committee. A copy of the construction plans and specifications and a plot plan, together with such other information as may be deemed pertinent, shall be submitted to the Committee or its designated representative prior to commencement of construction. Failure on the part of the Committee to act within sixty (60) days following date of submission of the required plan and specification shall constitute approval. The Committee may charge a reasonable fee to cover the administrative expense of its review and comment, such fee to be payable to The Estates of Longmire on Lake Conroe Architectural Control Committee. A form survey prepared by a registered surveyor in the State of Texas shall be submitted to the Committee prior to pouring the foundation of any building or other Improvement that is to be erected, placed or altered on any Lot.

Section 2. Committee Membership. The Association, in its sole discretion, shall appoint the members of the Committee which will consist of three (3) members. The Association shall appoint Owners of Lots as members of the Committee if a sufficient number of Owners are willing to serve. New Committee members shall be elected and/or appointed in accordance with the bylaws of the Property Owners Association.

Section 3. Replacement. In the event of death, removal, or resignation of any member or members of said Committee, the Association shall appoint its successor member or members, and until such successor member or members shall have been so appointed, the remaining member or

members shall have full authority to approve or disapprove plans, specifications and plot plans submitted or to designate a representative with like authority.

Section 4. Minimum Construction Standards. The Committee may from time to time promulgate an outline of minimum acceptable construction standards; provided, however, that such outline will serve as a minimum guideline and may be amended from time to time.

Section 5. Disclaimer. No approval of plans and specifications and no publication or designation or architectural standards shall ever be construed as representing or implying that such plans specifications will result in a properly designed structure or satisfy any legal requirements.

Section 6. Non-Liability for Committee Action. No member of the Committee, or the Association Board of Directors, their successors or assigns, shall be liable for any loss, damage or injury arising out of or in any way connected with the performance of the duties of the Committee. The Committee's approval of any improvement shall not be denied and approval of the improvement from the standpoint of safety, whether structural or otherwise, or a determination of compliance with building codes or other governmental laws or regulations.

ARTICLE V

Estates of Longmire on Lake Conroe

Property Owner's Association

Section 1. Membership. A property owners association has been organized and formed as a non-profit corporation under the laws of the State of Texas. The purpose of the Association in general is be to provide for and promote the health, safety, and welfare to the members, to collect the maintenance charges, to administer the maintenance fund, to provide for the maintenance, repair, preservation, upkeep and protection of the common properties and facilities of the Subdivision and such other purposes as are stated in the Articles of Incorporation and consistent with the provisions of these restrictions and all supplemental or amended restrictions.

The property owners association consists of all the owners of lots in The Estates of Longmire on Lake Conroe including any other sections which subsequently may be developed on this tract or adjacent land. The name of the Association is Estates of Longmire on Lake Conroe Property Owner's Association. Each lot owner from all sections shall be a member of such Association and entitled to one (1) vote for each lot owned. The Association shall be governed by the Board of Directors.

Such Association may adopt such By-Laws, Rules and Regulations as it deems appropriate consistent with these restrictions.

ARTICLE VI

Maintenance Charges

Section 1. Use of Maintenance Fund. Each lot shall be subject to an annual maintenance charge to be used for the purpose of maintaining all common areas, maintenance and

installation of streets, paths, parks, pathway esplanades, vacant lots, lighting, fogging, employing policemen and workmen, paying ad valorem taxes on all common areas, cost of administration of the fund and other purposes necessary or desirable in the opinion of the Administrator of such fund to maintain or improve the property of which it considered to be a general benefit to the owners or occupants of the property covered by these restrictions. Such fund may also be used for the purpose of enforcement of all covenants and restrictions of this section or subsequent sections of The Estates of Longmire on Lake Conroe. The amount of the maintenance charge shall be set by the Administrator of the fund from time to time subject to the limitations contained herein.

No association, group, corporation, individual or entity other than the Association formed pursuant to these restrictions shall be authorized to collect and administer the maintenance fund.

The maintenance charge shall be paid annually in advance by February 1st of each year. The Association may adjust such rates pursuant to the rules and regulations of the Association. The annual assessment per Lot may be increased by the Association in accordance with its by-laws. Interest on past due charges shall accrue at the highest rate allowable by law from date of delinquency. The payment of such maintenance fund shall be secured by a Vendor's Lien to insure payment of such maintenance charge in accordance with the provisions of law. In the event it becomes necessary to employ legal counsel to collect past due maintenance charges, such delinquent lot owners shall be responsible for reasonable attorney's fees and other reasonable attorney's fees and other reasonable costs incurred in such collection efforts including all costs of court in any legal proceeding. No owner may waive or otherwise escape liability for the maintenance charge provided for herein by non-use of the Common Area or abandonment of his lot.

The Association shall have the sole discretion as to how such money shall be used to comply with the provisions of this Article.

Section 2. Enforcement of Maintenance Fee Collection. Each such assessment not paid when due shall incur a late fee of Twenty Five (\$25.00) Dollars per month. Each such assessment and late fee, if not paid when due, including reasonable attorneys fees, shall be the personal obligation of the Owner against whom they were assessed and shall be secured by a lien as provided herein. To secure the payment of the maintenance fund established hereby and to be levied on individual lots, there shall be reserved in each Deed (whether specifically stated therein or not), a Vendor's Lien for the benefit of the Association. Said lien is to be enforceable through appropriate proceedings at law by such beneficiary; provided, however, that each such lien shall be secondary, subordinate, and inferior to all liens, present and future, given, granted and created by or at the instance and request of the Owner of any such Lot to secure the payment of monies advanced or to be advanced on account of the construction of improvements on any such Lot to the extent of any such maintenance fund charge accrued and unpaid prior to foreclosure of any construction lien.

Section 3. Term of Maintenance Fees. The above maintenance charges and assessments will remain effective for the full term (and extended term, if applicable) of the within Covenants.

ARTICLE VII

General Provision

Section 1. Term, Amendments and Enforcement. These covenants and Restrictions shall run with the land and shall be binding upon all parties and persons claiming under them for a period of twenty (20) years from the date these Covenants are recorded which time said Covenants shall be automatically extended for successive periods of five (5) years. These covenants and restrictions may be amended at any time only by a vote of a majority of the total votes allocated to property owners in the Association. The Association, the Architectural Control Committee or any Lot owner is authorized to prosecute the proceedings at law or in equity against the person or persons violating or attempting to violate any such Covenants and either to prevent him or them from doing so or to recover damages or other dues for such violations.

Section 2. Severability. Invalidation of any one of these Covenants by judgment or further court order shall in no way affect any of the other provisions.

Section 3. Merger and Subdivision of Lots. Upon application in writing by an Owner or Owners of adjoining Lots, the Committee may authorize the merger of Lots; provided, however, such merger shall be in accordance with these declarations. No merger of Lots shall be allowed unless approved by the Committee, and the Committee's decision shall be final. No Lot may be subdivided. Such plats and plans as may be necessary to show the merger of Lots shall be thereafter prepared at the expense of the requesting Owner or Owners, who shall additionally be responsible for all costs, including legal fees, associated with the merger of such Lots. In addition, the side Lot utility easement, if any, must be abandoned or released in accordance with applicable law. The Committee may impose conditions for use of the merged Lots as a condition precedent to granting approval of such a merger. From and after the time a merger of Lots is approved, such Lots shall, for all purposes, be considered Lots in accordance with their new boundaries.

Section 4. Correction of Scrivener's Errors. The Association reserves the right at all times, without the joinder of any Owner or other person owning an interest in any of the Properties, to amend these Restrictions, for the purpose of correcting any inadvertent errors in form, grammar or other ministerial or scrivener's errors.

Section 5. Amendment of Prior Declaration. This Declaration is in lieu of and completely amends, replaces and supplants any declaration of covenants, conditions and restrictions previously executed and filed for record in the Official Public Records of Montgomery County, Texas, and relating to the Subdivision.

Section 6. Compliance with Applicable Law. Notwithstanding any provision to the contrary contained in this Declaration of Amended and Restated Covenants, Conditions and Restrictions, the Association's collection of maintenance assessments and enforcement of the covenants and restrictions set out herein shall be pursuant to and in accordance with the relevant provisions of the TEXAS PROPERTY CODE and other applicable law and nothing herein shall be construed as authorizing any enforcement procedures or other action by the Association in contravention of any such Property Code provisions or other applicable law.

Section 7. Certificate of Required Approval. Attached to this instrument and specifically made a part hereof is a Certificate, signed by the President of the Association, certifying that the Owners having at least a majority of the total votes allocated to the property owners entitled to vote on the amendment have voted in favor of and approved this amendment.

IN WITNESS WHEREOF, the Association has executed this Declaration of Amended and Restated Covenants, Conditions and Restrictions this the 29th day of July, 2021.

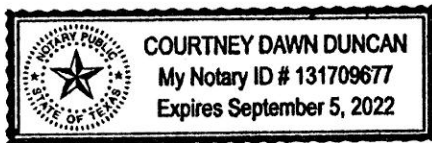
**ESTATES OF LONGMIRE ON LAKE CONROE
PROPERTY OWNER'S ASSOCIATION**

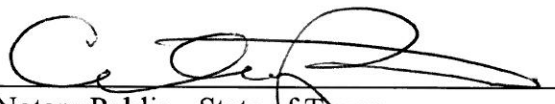


President -

STATE OF TEXAS §
 §
COUNTY OF MONTGOMERY §

This instrument was acknowledged before me on the 29th day of July, 2021,
by Kim Griebel, as President of ESTATES OF LONGMIRE ON LAKE CONROE
PROPERTY OWNER'S ASSOCIATION, a Texas nonprofit corporation, on behalf of said corporation.





Notary Public - State of Texas

CERTIFICATE

The undersigned President of ESTATES OF LONGMIRE ON LAKE CONROE PROPERTY OWNER'S ASSOCIATION, certifies that, as required by Section 209.0041 of the TEXAS PROPERTY CODE, the foregoing Amendment to the Declaration of Covenants, Conditions and Restrictions for The Estates of Longmire on Lake Conroe has been approved by a vote of at least a majority of the property owners entitled to vote on the amendment. Ballots evidencing said vote are attached hereto as Exhibit "A", and incorporated herein by reference.

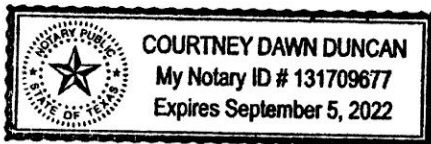
Dated: 07-29-21

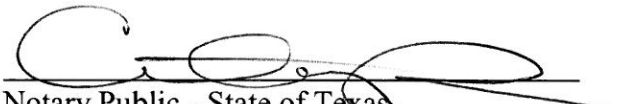


President -

STATE OF TEXAS §
 §
COUNTY OF MONTGOMERY §

This instrument was acknowledged before me on the 29th day of July, 2021, by Kim Criebe, as President of ESTATES OF LONGMIRE ON LAKE CONROE PROPERTY OWNER'S ASSOCIATION, a Texas nonprofit corporation, on behalf of said corporation.





Notary Public - State of Texas

EXHIBIT “A”

ESTATES OF LONGMIRE ON LAKE CONROE PROPERTY OWNER'S ASSOCIATION

***Official Ballots for Membership Meeting
July 29, 2021***

ESTATES OF LONGMIRE ON LAKE CONROE PROPERTY OWNERS ASSOCIATION
JULY 29, 2021

The below-signed property owner and member of **The Estates of Longmire on Lake Conroe Property Owners Association** expressly authorizes this ballot to be attached to the Amendments to Declaration for The Estates of Longmire on Lake Conroe Subdivision, and acknowledges it will be filed for record in the Official Public Records of Montgomery County, Texas, upon approval by the requisite percentage of Association members.

Option 1: To Vote in Person at the Meeting

Just come to the meeting. We will hand you a ballot when you sign in.

Option 2: To Vote by Proxy

Complete this section and give this page to the person who will be attending the meeting to vote on your behalf. If that person does not bring this page or does not attend the meeting, no vote will be cast for you.

I appoint _____ (print name of person who will vote for you) to act as my proxy for voting purposes at this meeting, and any adjournment thereof, and to cast my vote as he or she determines. I may revoke this appointment at any time up to the starting time of the meeting by delivering a written revocation to the Association or by attending the meeting personally.

Your Printed Name

Your Signature

Date

Option 3: To Vote by Absentee Ballot

Complete this section and return this page for receipt no later than 5:00 p.m. on **JULY 26, 2021**. You can send it by mail, FAX or email to the address or number shown on the letterhead. If you would like to verify receipt, please call our office and ask to speak to the person accumulating ballots for this meeting, IMC B Amanda Mason, at 936-756-0032.

Required language under Texas Property Code chapter 209.00593: By casting your vote via absentee ballot you will forgo the opportunity to consider and vote on any action from the floor on these proposals, if a meeting is held. This means that if there are amendments to these proposals your vote will not be counted on the final vote of these measures. If you desire to retain this ability, please attend any meeting in person. You may submit an absentee ballot and later choose to attend any meeting in person, in which case any in-person vote will prevail.

RESTRICTIONS AMENDMENT

It is proposed that the Restrictions be amended as fully described in the drafts of the **DECLARATION OF AMENDED AND RESTATED COVENANTS, CONDITIONS AND RESTRICTIONS FOR THE ESTATES OF LONGMIRE ON LAKE CONROE**, attached to the meeting announcement.



FOR proposed Restrictions Amendments



AGAINST proposed Restrictions Amendments

Tammy Priest

Your Printed Name

[Signature]

Your Signature

7-26-21

Date

12326 Longmire Way

Estates of Longmire on Lake Conroe Property Address

Conroe, Texas

Option 4: To Vote Electronically

You may FAX ballot to: 936-756-0023, or scan and email your ballot to:
amason@mcmanagement.net.

ESTATES OF LONGMIRE ON LAKE CONROE PROPERTY OWNERS ASSOCIATION
JULY 29, 2021

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Your Signature

Date

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FOR proposed Restrictions Amendments
AGAINST proposed Restrictions Amendments

BERT GRIESE
Your Printed Name

Your Signature

Date

7-29-2021

Estates of Longmire on Lake Conroe Property Address

Conroe, Texas

Option 4: To Vote Electronically

You may FAX ballot to: 936-756-0023, or scan and email your ballot to:
amason@imcmanagement.net.

**ESTATES OF LONGMIRE ON LAKE CONROE PROPERTY OWNERS ASSOCIATION
JULY 29, 2021**

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☒ **FOR** proposed Restrictions Amendments
☐ **AGAINST** proposed Restrictions Amendments

Carlotta Lansford

Your Printed Name

Carlotta Lansford

Your Signature

7-29-21

Date

Estates of Longmire on Lake Conroe Property Address

Conroe, Texas

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amason@imcmanagement.net.

**ESTATES OF LONGMIRE ON LAKE CONROE PROPERTY OWNERS ASSOCIATION
JULY 29, 2021**

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Your Printed Name

Your Signature

Date

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Aminda Schaefer

Your Printed Name

[Signature]

Your Signature

7/29/21

Date

12351 Longmire Way

Estates of Longmire on Lake Conroe Property Address

Conroe, Texas

Option 4: To Vote Electronically

You may FAX ballot to: 936-756-0023, or scan and email your ballot to:
amason@imcmanagement.net.

ESTATES OF LONGMIRE ON LAKE CONROE PROPERTY OWNERS ASSOCIATION
JULY 29, 2021

The below-signed property owner and member of **The Estates of Longmire on Lake Conroe Property Owners Association** expressly authorizes this ballot to be attached to the Amendments to Declaration for The Estates of Longmire on Lake Conroe Subdivision, and acknowledges it will be filed for record in the Official Public Records of Montgomery County, Texas, upon approval by the requisite percentage of Association members.

Option 1: To Vote in Person at the Meeting

Just come to the meeting. We will hand you a ballot when you sign in.

Option 2: To Vote by Proxy

Complete this section and give this page to the person who will be attending the meeting to vote on your behalf. If that person does not bring this page or does not attend the meeting, no vote will be cast for you.

I appoint _____ (print name of person who will vote for you) to act as my proxy for voting purposes at this meeting, and any adjournment thereof, and to cast my vote as he or she determines. I may revoke this appointment at any time up to the starting time of the meeting by delivering a written revocation to the Association or by attending the meeting personally.

Your Printed Name

Your Signature

Date

Option 3: To Vote by Absentee Ballot

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Required language under Texas Property Code chapter 209.00593: By casting your vote via absentee ballot you will forgo the opportunity to consider and vote on any action from the floor on these proposals, if a meeting is held. This means that if there are amendments to these proposals your vote will not be counted on the final vote of these measures. If you desire to retain this ability, please attend any meeting in person. You may submit an absentee ballot and later choose to attend any meeting in person, in which case any in-person vote will prevail.

RESTRICTIONS AMENDMENT

It is proposed that the Restrictions be amended as fully described in the drafts of the **DECLARATION OF AMENDED AND RESTATED COVENANTS, CONDITIONS AND RESTRICTIONS FOR THE ESTATES OF LONGMIRE ON LAKE CONROE**, attached to the meeting announcement.

☒
☐

FOR proposed Restrictions Amendments

AGAINST proposed Restrictions Amendments

Aaron Taylor
Your Printed Name

Aaron Taylor
Your Signature

7/29/2021
Date

Estates of Longmire on Lake Conroe Property Address
Conroe, Texas

Option 4: To Vote Electronically

You may FAX ballot to: 936-756-0023, or scan and email your ballot to:
amason@imcmanagement.net.

ESTATES OF LONGMIRE ON LAKE CONROE PROPERTY OWNERS ASSOCIATION
JULY 29, 2021

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Don Domingo
Your Printed Name

[Signature]
Your Signature

Date

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FOR proposed Restrictions Amendments



AGAINST proposed Restrictions Amendments

Don Domingo
Your Printed Name

[Signature]
Your Signature

7-29-21
Date

Conroe, Texas

Estates of Longmire on Lake Conroe Property Owners Association

You may FAX ballot to _____ or email to _____ or mail your ballot to _____

ESTATES OF LONGMIRE ON LAKE CONROE PROPERTY OWNERS ASSOCIATION
JULY 29, 2021

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Your Printed Name

Your Signature

Date

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RESTRICTIONS AMENDMENT

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FOR proposed Restrictions Amendments

AGAINST proposed Restrictions Amendments

Jame Churchill
Your Printed Name

J Churchill
Your Signature

7/20/21
Date

Conroe, Texas

Estates of Longmire on Lake Conroe Property Address

Option 4: To Vote Electronically

You may FAX ballot to: 936-756-0023, or scan and email your ballot to:
amason@imcmanagement.net.

ESTATES OF LONGMIRE ON LAKE CONROE PROPERTY OWNERS ASSOCIATION
JULY 29, 2021

The below-signed property owner and member of **The Estates of Longmire on Lake Conroe Property Owners Association** expressly authorizes this ballot to be attached to the Amendments to Declaration for The Estates of Longmire on Lake Conroe Subdivision, and acknowledges it will be filed for record in the Official Public Records of Montgomery County, Texas, upon approval by the requisite percentage of Association members.

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Your Printed Name

Your Signature

Date

Option 3: To Vote by Absentee Ballot

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RESTRICTIONS AMENDMENT

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FOR proposed Restrictions Amendments

AGAINST proposed Restrictions Amendments

Karl Hueckle
Your Printed Name

[Signature]
Your Signature

7-26-21
Date

6009 Longmire Way Ct
Estates of Longmire on Lake Conroe Property Address

Conroe, Texas

Option 4: To Vote Electronically

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amason@imcmanagement.net.

ESTATES OF LONGMIRE ON LAKE CONROE PROPERTY
JULY 29, 2021

The below signed property owner and member of The Estates of Longmire on Lake Conroe Property Owners Association expressly authorizes this ballot to be attached to their amendments to Declaration for The Estates of Longmire on Lake Conroe Subdivision and acknowledges it will be filed for record in the Official Public Records of Montgomery County, Texas, upon approval by the requisite percentage of Association members.

OPTION 1: TO VOTE IN PERSON AT THE MEETING

Just come to the meeting. We will hand you a ballot when you show up.

OPTION 2: TO VOTE BY PROXY

Complete this section and give this page to the person who will be attending the meeting to vote on your behalf. If that person does not bring this page to the meeting, your vote will be cast for you.

I appoint _____ (Print Name of person who will vote for you) to act as my proxy for voting purposes at this meeting and any adjournment thereof and to cast my vote as he or she determines. I may revoke this appointment at any time up to the beginning of the meeting by delivering a written revocation to the Association or by attending the meeting personally.

Your Printed Name

Your Signature

Date

Complete this section and return the completed ballot to the Association by mail or in person. You can send it by mail if you want. The ballot is not valid if it is not received by the Association. If you would like to vote by mail, please call the Association at (936) 753-1023 for more information and the ballot for this meeting. MCBA Meeting on August 2, 2021.

Required Notice: Under Texas Property Code Chapter 209, §209.003, if you are not a member of the Association, you will not be allowed to vote on any matter that is not a matter of these proposed amendments. If you are a member of the Association, you will not be allowed to vote on any matter that is not a matter of these proposed amendments. If you are a member of the Association, please attend any meeting in person. You may submit a proxy to the Association to vote on any matter that is not a matter of these proposed amendments. If you are a member of the Association, please attend any meeting in person. You may submit a proxy to the Association to vote on any matter that is not a matter of these proposed amendments.

RESTRICTIONS/AMENDMENT

It is proposed that the Restrictions be amended as fully described in the date of the DECLARATION OF AMENDED AND RESTATED COVENANTS, CONDITIONS AND RESTRICTIONS FOR THE ESTATES OF LONGMIRE ON LAKE CONROE, attached to the meeting announcement.



Karen Meyer

Your Printed Name

Karen Meyer

Your Signature

[Signature]

Date

12345 Longmire Way

Estates of Longmire on Lake Conroe Property Address

OPTION 4: TO VOTE BY MAIL

You may FAX ballot to: 936-753-1023, or email and mail your ballot to:

amason@mcbaconroe.com

**ESTATES OF LONGMIRE ON LAKE CONROE PROPERTY OWNERS ASSOCIATION
JULY 29, 2021**

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Your Signature

Date

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- ☒ **FOR** proposed Restrictions Amendments
☐ **AGAINST** proposed Restrictions Amendments

Casey Patrick

Your Printed Name



Your Signature

7/27/21

Date

6002 Longmire Way Court

Estates of Longmire on Lake Conroe Property Address

Conroe, Texas

Option 4: To Vote Electronically

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amason@lmcmangement.net.

**ESTATES OF LONGMIRE ON LAKE CONROE PROPERTY OWNERS ASSOCIATION
JULY 29, 2021**

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Your Signature

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FOR proposed Restrictions Amendments

AGAINST proposed Restrictions Amendments

Wendy Williams

Wendy Williams

07/12/2021

Your Printed Name

Your Signature

Date

12434 Longmire Way, Conroe, TX 77302

Conroe, Texas

Estates of Longmire on Lake Conroe Property Address

Option 4: To Vote Electronically

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amason@lmcmanagement.net

**ESTATES OF LONGMIRE ON LAKE CONROE PROPERTY OWNERS ASSOCIATION
JULY 29, 2021**

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FOR proposed Restrictions Amendments



AGAINST proposed Restrictions Amendments

Lillian Morava
Your Printed Name

Lillian Morava
Your Signature

7/26/21
Date

12373 Longmire Way Conroe, Texas
Estates of Longmire on Lake Conroe Property Address

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ESTATES OF LONGMIRE ON LAKE CONROE PROPERTY OWNERS ASSOCIATION
JULY 29, 2021

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FOR proposed Restrictions Amendments



AGAINST proposed Restrictions Amendments

Mary Pedrami
Your Printed Name

Mary Pedrami
Your Signature

7/29/2021
Date

6015 Longmire Way Court.
Estates of Longmire on Lake Conroe Property Address

Conroe, Texas

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amason@imcmanagement.net.

E-FILED FOR RECORD

09/02/2021 12:34PM



COUNTY CLERK
MONTGOMERY COUNTY, TEXAS

STATE OF TEXAS,
COUNTY OF MONTGOMERY

I hereby certify that this instrument was e-filed in the file number
sequence on the date and time stamped herein
by me and was duly e-RECORDED in the Official Public
Records of Montgomery County, Texas.

09/02/2021



County Clerk
Montgomery County, Texas