

1001254

THE STATE OF TEXAS §
 §
 COUNTY OF WALLER §

**RESTRICTIONS AND COVENANTS
 OF
 LAKEVIEW CLUB**

KNOW ALL MEN BY THESE PRESENTS: that CLUB LAKEVIEW, INC., a Texas nonprofit corporation, the entity charged with supervision of the Lakeview Club, a subdivision recorded in Volume 150 at Page 301 of the Deed Records of Waller County, Texas, Declarant, does hereby recognize and establish the following restrictions in order to insure to all future prospective purchasers of the said subdivision that the parcels of land within the subdivision will be developed and maintained in a uniform manner to the mutual benefit of all owners. Accordingly, the following conditions, restrictions and covenants are hereby established to be covenants running with the land, binding upon all tracts and future purchasers or owners, their heirs and assigns, and all parties, or persons, holding possession under such purchasers or future owners in the subdivision. Each landowner and future owner or party holding possession under such person, agree that as part of the consideration for their purchase and deed that they shall be subject to and bound by the conditions, restrictions and covenants, as follows:

1. No improvements shall be erected or placed on any tract or parcel of land for the purpose of using such tract or parcel of land solely for the conduct of any commercial enterprise. Any business or commercial activity conducted on any tract or parcel of land must be carried on in conjunction with the use of such tract or parcel of land as a private family residence. Any business or commercial activity authorized under these covenants shall be maintained only within or in back of the residence and in such a manner as not to be visible from the road which provides ingress and egress to the other tracts or parcels of land.
2. No residence shall be erected or placed upon any tract or parcel of land which does not contain at least 700 square feet, exclusive of porches, garage or covered walkway. Every residence shall meet the building code requirements of the county in which the property lies. No multi-family dwellings are permitted.
3. No mobile home or house trailer of any type shall be permitted to be located on any tract or parcel of land. Camp trailers and other vehicles suitable for recreational purposes shall be allowed to be stored on a tract or parcel of land; provided, that such vehicles shall be located only behind or beside the residence and not closer than ten (10) feet to an adjoining tract or parcel of land.

4. No sign shall be permitted on a property except one sign no more than five (5) square feet advertising a property for sale or rent. No sign of any kind shall be displayed at the entrance of the subdivision.
5. No noxious or offensive activity shall be permitted upon any tract or parcel of land, nor shall anything be done thereon which may or become an annoyance or nuisance to nearby property owners.
6. No outside toilets shall be erected, placed or used upon any tract or parcel of land. Sewage shall be disposed of by means of a septic tank.
7. No tract or parcel of land shall be used or maintained as a dumping ground for rubbish or as a storage place for junk. Trash, garbage or other waste shall not be left except in sanitary containers. All incinerators or other equipment for the storage or disposal of such material shall be kept in a clean and sanitary condition.
8. All driveways to the road which provides ingress and egress to the other tracts or parcels of land shall connect to the road over a culvert pipe of ample size to permit an adequate flow of water through the road ditches, or, if a bridge is used, it shall be of sufficient height to permit the free flow of water under it.
9. Livestock and animals considered pets shall be permitted; provided, that the number of such animals is not so great as to be noxious or offensive to nearby property owners.
10. These covenants are to run with the land and shall be binding on all parties and all persons claiming under them until December 31, 2030, after which date said covenants shall be automatically extended for successive twenty (20) year periods unless otherwise stipulated in an instrument executed by the then present holder of the right of enforcement of the restrictions.
11. Invalidation of any one of these covenants by judicial decree shall in nowise affect the force and effect of any other covenant.
12. If the parties hereto or anyone of the owners of any portion of said tract, their heirs or assigns, shall violate or attempt to violate any of the covenants or restrictions herein contained, the Owner or any owner of any portion of said tract shall have the right to prosecute any proceeding, at law or in equity, against any person violating or attempting to violate any of the covenants or restrictions, and either prevent such person, or persons, from doing by prohibitive or mandatory injunction and to recover damages for such violations. It is further stipulated that the invalidation of any one or more of these covenants, restrictions or conditions by any judgment or court order shall in nowise affect or invalidate any of the other provisions, but all such other provisions shall remain in full force and effect.

13. The subdivision shall have a Homeowners Association to maintain the infrastructure in the subdivision and enforce these restrictions. It is established at the time of adoption of these restrictions that the nonprofit Club Lakeview, Inc. shall be and is recognized as the Homeowners Association with all the rights and emoluments appurtenant and appropriate thereunto. At the time of the adoption of these Restrictions, the then and now Associations have recognized and reaffirmed and will collect the basic maintenance fee, which was set in 1957 at \$8.00 per month per lot, PLUS a Supplemental Assessment of \$9.00 per month per property owner to improve and beautify the common areas. The Supplemental Assessment is subject to review annually, it being agreed and understood that no increase of more than 5% annually may be levied without affirmance of at least two-thirds (2/3) of the lot owners in the subdivision.

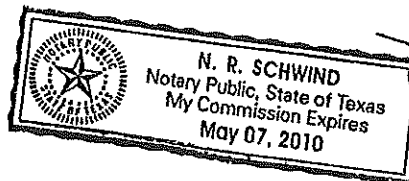
EXECUTED THIS 12th day of MARCH, 2010.

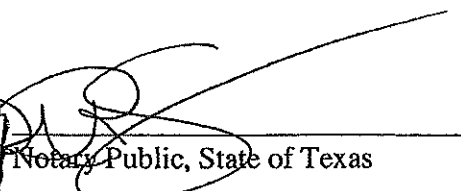
CLUB LAKEVIEW, INC.


By PAT DUNAWAY, PRESIDENT

THE STATE OF TEXAS §
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COUNTY OF WALLER §

On this 12 day of March, 2010, before me, personally appeared Pat Dunaway, President of Club Lakeview, Inc., in said capacity and as the act and deed of said corporation.




Notary Public, State of Texas

1001254

FILED FOR RECORD

10 MAR 12 PM 1:52

CHERYL PETERS
COUNTY CLERK
WALLER COUNTY, TX
Stephanie [Signature] DEPUTY

13.00
5.00
1.00

19.00 pd cash

Pat Dunaway
26555 Lakewood Dr.
Hockley, TX 77447

THE STATE OF TEXAS
COUNTY OF WALLER

I hereby certify that this instrument was FILED on the date and at the time stamped hereon by me and was duly RECORDED in the Official Public Records of Waller County, Texas, in the Volume and Page as noted hereon by me.



Cheryl Peters
County Clerk, Waller County, Texas