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STATE OF TEXAS
COUNTY OF MONTGOMERY

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RESTRICTIONS AND COVENANTS
ARROWHEAD LAKES SUBDIVISION
AMENDED OCTOBER 11, 2014

Whereas, Montgomery County Development Corporation as the previous owner in fee simple of that certain subdivision known as Arrowhead Lakes Subdivision in Montgomery County, Texas has by document duly recorded in the Deed Records of Montgomery County, Texas, and dated the 10th day of February, A.D. 1967 has vested certain authority formerly held by Montgomery County Development Corporation to the Bonanza Corporation, a Texas Corporation, organized and authorized to do business under the laws of the State of Texas and whereas the said Bonanza Corporation has by document known as Exhibit "A" found in volume 685, page 931 of the Deed Records of Montgomery County, Texas vested that said certain authority as acquired by the Bonanza Corporation to the Arrowhead Lakes Property Owners, Incorporated ("ALPOI") and whereas it is the desire of the ALPOI to place the following conditions, covenants, and restrictions on the above mentioned subdivision and the owners thereof respectively, and shall constitute covenants running with the land and shall ensure to the benefit of all the owners herein, their heirs, successors and assigns as follows, to-wit:

1. **NATURAL AND NORMAL ENJOYMENT:** None of the provisions in these restrictions or covenants are intended to restrict the natural and normal enjoyment of use of ownership of any of the lots in this subdivision or only set forth so as to provide acceptable living conditions for the property owners of this subdivision and to continually enhance the value of the property in said subdivision.

2. **FULLY RESTRICTED RESIDENTIAL AREA:** Dwellings constructed on or before January 1, 2015 on lots in Blocks Seven (7), Fourteen (14), Fifteen (15), Twenty (20), and Thirty (30) of this subdivision will contain a minimum of six hundred seventy-two (672) square feet exclusive of open porches, carports and garages, but said areas shall include screened in porches, dwellings constructed after January 1, 2015 on lots in Blocks Seven (7), Fourteen (14), Fifteen (15), Twenty (20) and Thirty (30) of this subdivision will contain a minimum of twelve hundred (1,200) square feet exclusive of porches, carports and garages.

3. **FULLY RESTRICTED RESIDENTIAL AREA:** Dwellings constructed on or before January 1, 2015 on lots in Block Eight (8), Nine (9) and all Lake View lots facing Arrowhead Loop West and Arrowhead Loop East in Blocks Sixteen (16), Seventeen (17), Eighteen (18), Nineteen (19), Thirty Four (34), Thirty Six (36), Thirty Eight (38) and lots One (1), Two (2), Three (3), and Four (4) in Block Thirty Five (35) of this subdivision will contain a minimum of five hundred sixty (560) square feet exclusive of open porches, carports, and garages, but said area shall include screened in porches, dwellings constructed after January 1, 2015 on lots in Block Eight (8), Nine (9) and all Lake View lots facing Arrowhead Loop West and Arrowhead Loop East in Blocks Sixteen (16), Seventeen (17), Eighteen (18), Nineteen (19), Thirty Four (34), Thirty Six (36), Thirty Eight (38) and lots One (1), Two (2), Three (3), and Four (4) in Block Thirty Five (35) of this subdivision will contain a minimum of twelve hundred (1,200) square feet exclusive of porches, carports, and garages.

4. DWELLINGS CONSTRUCTED BEFORE AND AFTER JANUARY 1, 2015: Dwellings constructed on or before January 1, 2015 in all other Blocks, excluding Blocks 29, 30, 31 and 33, in this Subdivision will contain a minimum of four hundred eighty (480) square feet exclusive of open porches, carports, and garages, but said area shall include screened in porches dwellings constructed after January 1, 2015 in all other Blocks, excluding Blocks 29, 30, 31 and 33, in this Subdivision will contain a minimum of twelve hundred (1,200) square feet exclusive of porches, carports, and garages.

5. APPROVED CONSTRUCTION REQUIREMENTS: Any dwelling approved for construction by the ALPOI Board of Directors prior to January 1, 2015 may be constructed under the approved plans and applicable code requirements prior to January 1, 2016. Dwellings not completed in accordance with the ALPOI Architectural Guidelines and Policy before January 1, 2016 will be subject to the square footage requirements then in effect.**6. SETBACKS:** No dwellings or structures will be located on any lot or track or portion of lots or tracts nearer to the front property line than Twenty Five (25) feet or nearer to a side line than Five (5) feet. Where one party owns multiple contiguous lots these restrictions pertain to the outside boundaries.

7. NOXIOUS AND OR OFFENSIVE ACTIVITY: No unreasonably noxious or offensive activity which may cause a reasonable complaint from other property owners shall be carried on upon any lot in said Subdivision, nor shall anything be done thereon which may be or may become an unreasonable annoyance or nuisance in the neighborhood.

8. INHABITABLE AND PROHIBITED DWELLINGS: All structures of any type shall be approved by the ALPOI Board of Directors whether constructed or moved upon any lot in the said subdivision. No dwelling shall be occupied unless the exterior is completed in accordance with the ALPOI Architectural Guidelines and Policy. Sanitary sewer shall be installed and operative in accordance with the appropriate regulatory authority in all dwellings prior to occupancy. It shall not be permissible to occupy or live in a trailer type house or mobile home manufactured or designed to be easily towed behind a towing vehicle such as is commonly known as a trailer house, mobile home, travel trailer or any other type mobile home that has its own motorization or power such as a motor homes or busses in any area of the said Arrowhead Lakes Subdivision. Trailer houses or HUD-regulated manufactured homes having not less than four hundred eighty (480) square feet enclosed living area will be permitted in Blocks 29, 30, 31 and 33 if in place on or before January 1, 2015. After January 1, 2015, trailer houses or HUD-regulated manufactured homes to be located on approved lots in the Subdivision will not be greater than five (5) years old and will not have less than twelve hundred (1,200) square feet.

9. SANITATION AND ENVIRONMENTAL RESPONSIBILITY: No outdoor toilet, sewage pits, or sewage trenches will be allowed in said subdivision. A septic system as approved and permitted by Montgomery County, Texas, or other regulatory authority, must be installed and operative. No subdivision property shall be used or maintained as a dumping ground for rubbish, hazardous or toxic material, or junked vehicle. Trash, garbage or other waste shall not be kept except in sanitary containers. Household trash,

garbage and or hazardous or toxic materials shall not be burned on any subdivision property and should be disposed of in accord with appropriate regulatory authority.

10. LIVESTOCK, POULTRY AND OTHER ANIMALS: No animal, livestock or poultry of any kind shall be raised, bred or kept on any lot, except that dogs, cats or other household pets may be kept, provided that they are not kept, bred, or maintained for any commercial purposes. Except that should said practice of keeping pets become noxious or offensive to the neighborhood, then said practice will be a violation of restrictions and not permissible. All pets shall be maintained in accordance with applicable laws and regulations. Residents shall comply with the Montgomery County, Texas Rabies Control and Animal Restraint Ordinance or any other authorized regulatory authority.

11. BUSINESSES: Business and or commercial activities are specifically disallowed. No person, firm or corporation will be allowed to carry on any business activities on these lots.

12. MAINTENANCE FEES: All lots in the subdivision are subject to an annual levy for maintenance and operational expenses incurred or administered by ALPOI for ALPOI recreational facilities, lots, dam and parks. This fee is levied at the option of the ALPOI pursuant to the Bylaws of the said association with the authority as above described in the first paragraph of these covenants and which said authority now vest with ALPOI. The amount of levy is outlined in the Bylaws of the ALPOI, with authority. Any such funds collected must be expended as stated above and quarterly reports will be made and delivered for review to the property owners at quarterly general meetings outlined in the Bylaws of ALPOI. Said levies may be increased or decreased in accordance with the provisions set forth in the said Bylaws of ALPOI.

13. MAXIMUM MAINTENANCE FEES: The aforementioned levy will be assessed upon each lot owned except that said levy may not be made on more than two lots owned by any one owner, except that the ALPOI, through the provision and authority in its Bylaws, may increase or decrease said levies on property owners owning more than two lots during the time these restrictions and covenants are in affect. Lots in this subdivision with front and rear lot lines being twenty-five feet (25) or under will be considered half lots.

14. DELINQUENT MAINTENANCE FEES: Failure of Property Owners to pay this levy will constitute a lien on the property so owned and the owner will forfeit the privilege of use of any and all the available facilities in this subdivision. Right to use of facilities will be restored only upon payment in full of levy, plus penalties as outlined in the Bylaws of ALPOI.

15. MULTI-OWNERSHIP: Multi-ownership of any lot in this subdivision, other than husband and wife ownership, will exclude all such owners from use of recreational facilities in this subdivision.

16. RECREATIONAL FACILITIES: Rules and Regulations governing the use of Recreational Facilities in this subdivision the authority of which has been vested with the ALPOI. by instrument known as a Conditional

Warranty Deed found in Vol. 685, Page 927 and following in the Deed Records of Montgomery County, Texas will be made and enforced as outlined in the Bylaws of Arrowhead Lakes Property Owners, Inc., persons violating said rules and regulations are subject to having their privileges of use of said facilities withdrawn by Arrowhead Lakes Property Owners, Inc. with authority and through the provisions and its Bylaws.

17. NATURAL DRAINAGE: Natural drainage in this subdivision will not be diverted, retained, or blocked by any person or group. When drainage is hampered by diversion, retainment, blockage or erosion or in any other way hampered so as to create any change in the natural drainage in this subdivision, the governing Board of Directors of the ALPOI will take the necessary action to maintain said proper drainage.

18. PROPERTY OWNER RIGHT TO PROSECUTE: If the parties hereto or any of them, or their heirs or assignees, shall violate any of the covenants herein; it shall be lawful for any other person or persons owning any real property situated in said subdivision to prosecute in proceedings at Law or in equity against the person or persons violating or attempting to violate such covenant and either prevent him or them from so doing or to recover damages or other dues for such violations.

19. COVENANT INVALIDATION: Invalidation of any of these covenants by any Legislation, Judgment or Court Order shall in no way affect any of the other provisions hereof which shall remain in full force and effect.

20. TERM: These restrictions and covenants are to run with the land and shall be binding with all the parties and persons claiming under them until such time as they are changed or modified by a majority vote of the property owners forming a quorum present at a general meeting of ALPOI. It is agreed to change the said restrictions and covenants in whole or in part, in an instrument in writing affecting such change and it shall be recorded in the deed records of Montgomery County, Texas.

21. JUNKED VEHICLES: Junked vehicles are prohibited in the Subdivision. "Junked vehicle" means a motor vehicle as defined in V.T.C.A., Texas Transportation Code § 683.071 et seq., that is self-propelled and (1) does not have lawfully attached to it an unexpired license plate or a valid motor vehicle safety inspection certificate attached to it; and (2) is (A) wrecked, dismantled, partially dismantled or discarded; or (B) inoperable and has remained inoperable for more than: (i) 72 consecutive hours, if the vehicle is on public property; or (ii) 30 consecutive days, if the vehicle is on private property.

22. UNSIGHTLY CLUTTER, LITTER OR LIVING CONDITIONS: There shall not be allowed to exist overall unsightly and external clutter, litter, or unsightly living conditions, considered to be unreasonably noxious or offensive which may cause a reasonable complaint from other property owners, on any of the lots in this subdivision. Should such conditions be allowed to exist by the Property Owners in said subdivision remedial measures may be provided for in the Bylaws of the Arrowhead Lakes Property Owners, Inc., for the correction of said condition(s).

23. **EXEMPTIONS TO THESE RESTRICTIONS AND COVENANTS:** All lots in Block Six (6), and Lots One (1), Two (2), Three (3), Four (4), Five (5) and Six (6) in Block Eight (8) are excluded from these restrictions and owner hereby reserved the right to file restrictions and covenants pertaining to said lots at any time in the future, prior to sale of said lots. After January 1, 2015 and upon transfer of ownership of any of these lots, this exemption will cease to exist for the lot.

NOTE: *These Restrictions and Covenants dated October 11, 2014 will supersede all previous Restrictions and Covenants and Amendments of the Association.*

Jean Dixon
Signature, Secretary
Arrowhead Lakes Property Owners, Inc.

12-30-2014
Date

Jean Dixon
Printed name

State of Texas
County of Montgomery

This instrument was acknowledged before me on 12/30/2014 by Jean Dixon, Secretary, of Arrowhead Lakes Property Owners, Inc. a Texas corporation, on behalf of said corporation.

Gayle Hernandez
Notary Public
State of Texas

Return to:
Arrowhead Lakes Property Owners, Inc.
P. O. Box 866
Willis, Texas 77378-0866

