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AFTER RECORDING RETURN TO:
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**AMENDED AND RESTATED RESTRICTIONS
FOR
MONTGOMERY PLACE, SECTION ONE**
(A Subdivision in Montgomery County, Texas)

This document amends and restates that certain Restrictions for Montgomery Place, Section 1, recorded at Document No. 294185 of the Official Public Records of Montgomery County, Texas; as amended and supplemented by that certain Amendment to the Restrictions for Montgomery Place, Section One, recorded as Document No. 335328 of the Official Public Records of Montgomery County, Texas; as amended and supplemented by that certain Amended Restrictions for Montgomery Place, Section One, recorded as Document No. 9742348 of the Official Public Records of Montgomery County, Texas.

AMENDED AND RESTATED RESTRICTIONS

FOR

MONTGOMERY PLACE, SECTION ONE

RECITALS:

A. WHEREAS, Montgomery Place, Section One, is a subdivision in Montgomery County, Texas, according to the map or plat recorded in Volume 10, Page 1, of the Map Records of Montgomery County, Texas (the "**Subdivision**") is governed by that certain Restrictions for Montgomery Place, Section 1, recorded at Document No. 294185 of the Official Public Records of Montgomery County, Texas; as amended and supplemented by that certain Amendment to the Restrictions for Montgomery Place, Section One, recorded as Document No. 335328 of the Official Public Records of Montgomery County, Texas; as amended and supplemented by that certain Amended Restrictions for Montgomery Place, Section One, recorded as Document No. 9742348 of the Official Public Records of Montgomery County, Texas. (collectively the "**Declaration**");

B. WHEREAS, the Declaration establishes Montgomery Place Community Improvement Association (the "Association") as a property owners association and makes the owners of any lot within the Subdivision mandatory members of such property owners association;

C. WHEREAS, the Association is subject to and governed by Chapter 209 of the Texas Property Code.

D. WHEREAS, the owners of lots in the Property desire to amend the Declaration.

E. WHEREAS, Section 209.0041 of the Texas Property Code provides that the declaration of a property owners' association governed by Chapter 209 of the Texas Property Code may be amended by a vote of sixty-seven percent (67%) of the total votes allocated to the property owners entitled to vote on the amendment of the Declaration.

F. WHEREAS, in accordance with the foregoing requirements, the Secretary of the Association hereby certifies that this Amended and Restated Restrictions for Montgomery Place, Section One was approved by a vote of sixty-seven percent (67%) of the total votes allocated to the property owners entitled to vote on such amendment via written vote, signed by each property owner.

NOW THEREFORE, the Declaration is hereby amended in its entirety and entirely replaced by this Amended and Restated Restrictions for Montgomery Place, Section One and is as follows:

**AMENDED AND RESTATED RESTRICTIONS
FOR
MONTGOMERY PLACE, SECTION ONE**

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**AMENDED AND RESTATED RESTRICTIONS
FOR
MONTGOMERY PLACE, SECTION ONE**

**I.
RESERVATIONS**

A. **Easements.** The following rights, titles and easements have been and are now reserved in favor of the Montgomery Place Community Improvement Association (the "Association") to be considered as a part of the land and to be construed as being adopted in each and every contract, deed, or other conveyance executed in the conveyance of lots in the Subdivision or any part thereof. To the extent any such easements have previously been given to or assigned any utility which is actually using and occupying such easement to serve the lots or residences in the Subdivision, and which has not abandoned such easement, then such prior assignment shall remain in effect.

All rights to create and to convey utility easements and right-of-way are hereby reserved, transferred and set over to the Association. This reservation includes all easements and rights—of—way that had been previously reserved by and described in the map and in the prior restrictions. This reservation also includes all other easements and rights—of—way that exist or that may be created for the use and benefit of the property owners in the subdivision for construction, maintenance and operation of systems for electric light and power, communication and telephone lines of all forms and kinds, gas, water, sewers and any other utility service which may be necessary for the proper service of lots and homes in the subdivision.

No conveyance of any lot or parcel of land in the Subdivision shall be held or construed to include the title to the water, gas, sewer, storm sewer, electric light, electric power or telephone lines, poles or conduits or any other utility or appurtenances thereto constructed by utility companies through, along or upon the easements, premises or any part thereof to serve said property or any other portions of the Subdivision. Subject to any prior conveyances of such rights to any utility companies, only the Association may convey to any utility company the right to maintain, repair, sell or lease any utility lines, utility service and appurtenances to any public service corporation, or to any other party lawfully entitled thereto.

B. **Utility Charge.** Each lot on which a dwelling structure is located may be subject to a monthly charge by the electric service utility providing street lighting service to the subdivision, at its standard rates for street lighting service. The Association may, at its election, pay for such charge, or direct the electric utility to include such charge in each lot owner's monthly statement

C. **Electrical Service.** Only underground electric service at 120/240 volts, single phase, 3-wire, or better, will be available for lots in the Subdivision. Locked rotor current of any motor connected to this service will be limited in accordance with standard service practices then in effect by the electric utility provider for the homes in the Subdivision. No above surface electrical service wires will be installed outside of any structure. All underground electric service lines will extend through and under lots to serve the residences on such lots. The area above said

underground lines, and extending two and one-half feet (2-1/2') to each side of said underground lines, shall be subject to excavation, refilling and ingress and egress for the installation, inspection, repair, replacing and removing of any underground facilities by the utility company. All lot owners shall determine the location of the utility lines servicing their lots and shall keep the area over the route of said lines free of excavation and clear of structures, trees or other obstructions.

II.

MONTGOMERY PLACE COMMUNITY IMPROVEMENT ASSOCIATION

A. **Powers and Duties.** The Association shall be organized and maintained as either a non—profit corporation or non—profit, unincorporated association, under Texas law. Such entity shall serve as a "property owners' association" under Chapter 202, Texas Property Code, as amended, with respect to enforcement of these Restrictions. Every lot owner in the Subdivision, and that owner's family residing with that owner, shall constitute one "member" of the Association.

The Association, through its Board of Directors, shall represent, benefit and protect the Subdivision members by the following:

1. Enforcing these Restrictions to the extent the Board of Directors should determine in its discretion that any violation may represent a substantial and material threat to the Subdivision, including the members' safety and health, and the protection of their property values;
2. Determining an annual budget for the Association, and assessing and collecting the annual assessment from the members;
3. To the extent necessary, determining a multi—year budget for long-term projects and plans;
4. Taking measures, including prosecuting and defending suits, protecting and preserving the Subdivision' s property values, the health and safety of the members, their families, guests and invitees;
5. Employing such persons or independent contractors, including part—time or full—time, temporary or permanent, whom the Board of Directors may determine, in their discretion, to be reasonable and necessary to carry out the purposes of the Association;
6. Contracting with or employing such persons or entities whom the Board of Directors shall determine to be suitable for protecting the welfare, health and safety of the members;
7. Taking measures to protect the Subdivision' s property values, roads, streets, utility services and related easements; providing for, purchasing and maintaining amenities for the subdivision members and their families;

8. Providing for elections of its Board of Directors and their replacements, at staggered terms as provided in the Bylaws;
9. Appointing members and replacements of members of the Architectural Control Committee;
10. Reviewing and regulating the actions of the Architectural Control Committee, including its rules and regulations;
11. Conducting such other and further action that would be necessary and proper to carry out the other functions of the Association, and to protect its members and their families and to preserve the property values of the Subdivision members.

The Association shall be governed by a Board of Directors composed of not less than five (5) members who shall be elected by the owners of a majority of the lots in the Subdivision except Member-at-Large who will be appointed by the Board.

B. **Elections.** In voting on Association matters, including election of Directors, there shall be no more than one (1) vote for each lot in the Subdivision. If two (2) or more lots are combined into one (1) building site, then for such building site there shall be one (1) vote for each complete lot comprising such building site. If a building site is composed of one (1) complete lot and a portion of another lot, then that building site shall have only one (1) vote. There shall be no cumulative voting allowed for the election of Directors.

C. **Bylaws.** The Board of Directors of the Association shall adopt and maintain, whether by amendment or replacement, Bylaws for the regulation of its business. At the option of the Board of Directors, the Bylaws may provide and regulate the following: the number of Directors for any year; the manner and terms for the election of its Board of Directors, and of the members of the Architectural Control Committee; the review of the rules and regulations of the Architectural Control Committee; the method of billing and collection of the Annual Maintenance charge; the enforcement of the liens reserved to secure payment of the Annual Maintenance Charge; the procedures for enforcement of these Restrictions; the purchase, ownership and sale of real and personal assets for the conduct of the Association's business; the time, manner and method of voting for amendment or extension or the termination of these Restrictions; and the removal and replacement of any one or more of its Directors as well as the members of the Architectural Control Committee.

III.

PERMANENT MAINTENANCE FUND

A. **Maintenance Assessments.** Each lot or building site shall be subject to an annual maintenance charge for the purpose of creating a fund to be known as the "Maintenance Fund". The owners of each lot in the Subdivision shall be jointly and severally obligated and liable to pay the maintenance due to the Association, annually, in advance, upon the first day of January of each year, beginning January 1, 1998, and the charge shall be payable to the Association. All

persons owning a lot in the Subdivision shall be and shall remain liable, jointly and severally, to pay all annual maintenance assessments or charges to be established and collected as hereinafter provided.

The annual assessments, together with interest, costs and reasonable attorney's fees, shall be charged on each lot in the Subdivision, and to secure payment of such charge, the Association shall own and hold a lien upon each lot against which an assessment is due. Each such assessment together with interest, costs, and reasonable attorney's fees, shall also be the personal obligation, jointly and severally, of all persons who own such lot at the time when the assessment became due.

B. **Purpose of Assessments.** The charge levied by the Association shall be used exclusively to promote the recreation, health, safety and welfare of the residents of the properties, and may be expended by the Association for the improvement and maintenance of common areas and any other purposes which in its judgment will be most effective in maintaining the property values in Montgomery Place. Permissible uses of the assessments shall include, but not be limited to, street lighting, common area landscaping, improving and maintaining streets, collection and disposal of garbage, the employment of policemen, watchmen, or other security personnel, the caring for reserved or other public areas, recreational facilities, vacant lots and trees thereon; the fogging or spraying for control of mosquitoes and other insects; the payment of any legal or other expenses incurred in collecting the charge and the enforcement of the Restrictions affecting all properties within the Subdivision; the payment of all other reasonable and necessary expenses in connection with the collection and administration of the maintenance fund; and the completion of any other thing necessary or desirable, which in the opinion of the Association will keep the Subdivision neat and presentable, or for any other purposes which the Association considers will benefit the owners or occupants of the Subdivision.

The judgment of the current Board of Directors of the Association in the expenditure of said Maintenance fund shall be final and conclusive as long as such judgment is exercised in good faith.

C. **Annual Assessment.** The annual maintenance assessment shall be due and payable by the owners of each and every lot on the first day of January of each year, payable to Montgomery Place Community Improvement Association at its office, electronically or place of business in Montgomery County, Texas. From and after January 1, 1997 the annual assessment for each lot shall be \$120. From and after January 1, 1997, the MAXIMUM annual assessment may be adjusted, not to exceed five percent (5%) upward in any year, only by the vote of a MAJORITY of voting property owners in person or by proxy in attendance at a meeting duly called for this purpose.

D. **Effect of Nonpayment of Assessments and Remedies of the Association.** Any assessment not paid within thirty (30) days after the due date shall bear interest from the due date at the rate of ten percent (10%) per annum. If any lot owner fails to pay any annual assessment thirty (30) days after the due date, the Association shall have the right to sue that lot owner individually, and to collect the assessment, and shall have the right to enforce its lien by the same suit or by a separate proceeding, as the Association shall determine in its discretion. The amount

due by such lot owner shall include all assessments due and any interest due thereon, as well as the costs of such proceedings, including reasonable attorney's fees and interest. No owner may waive or otherwise escape liability for the assessments provided for herein by non—use of any Common Area or abandonment of his or her lot.

IV.

ARCHITECTURAL CONTROL COMMITTEE

A. **Membership.** The Architectural Control Committee shall consist of three (3) members who shall be appointed by a majority of the members of the full Board of Directors of the Association in accordance with the bylaws of the Association. A majority of the Committee may designate a representative to act for it. If any member of the Committee is unable to serve, the remaining members shall promptly recommend to the Board of Directors of the Association a successor for approval at the next Annual or a Called meeting of Board of Directors of the Association. Neither the members of the Committee nor its designated representative shall be entitled to any compensation for services performed pursuant to this covenant. The Committee's approval or disapproval as required herein shall be in writing. If the Committee or its designated representative fails to give written approval or disapproval of any application within thirty (30) days after the plans and specifications have been submitted, then it shall be presumed that the Committee fully approved the application.

B. **Rules and Regulations.** The Architectural Control Committee may, at its option, make and publish reasonable rules and regulations for the conduct of its activities, for its procedures and the sufficiency of applications, plans and specifications to accompany the applications. Before any rules and regulations propounded by the Architectural Control Committee shall become effective, such rules and regulations must be specifically approved by the Board of Directors of the Association. Such rules and regulations may, but are not required to, include reasonable minimum quality and durability requirements for exterior paint, roofing materials, and exterior textures and surfaces for homes to be constructed in the Subdivision.

C. **Approval Process.** No person or entity shall construct any new residence or other structure, nor may any person or entity remodel, add to or otherwise change (all of which is called "improvement" or "improve") any existing residence or other structure in the subdivision without having obtained the express, advance, and written approval of the Architectural Control Committee for the Subdivision, (the "Committee"). The Committee shall not approve any proposed Improvement for any lot unless and until the owner of the lot furnishes the Committee free of cost: (a) a written application for approval on forms approved by the committee, (b) final and detailed plans for the improvement and specifications for all labor, materials and supplies including the color and texture of all exterior surfaces, and (c) an accurate plot plan for the proposed improvement showing the size and location of the proposed improvement with respect to the lot's boundaries, easements, streets, setback lines, topography, finish grade elevation, and existing structures, if any. No application for Architectural Control Committee approval shall be considered as having been made unless it is complete as to all of the requests stated above.

The Committee may make and revise as necessary reasonable regulations to facilitate the

filing and review of all applications consistent with the above requirements. The Committee shall not approve any application unless the Committee has determined, in its discretion, that the proposed improvement is in harmony with the plan and scheme of all improvements of the Subdivision as to the design, the size of the living area, the quality, color and texture of all exterior surfaces, the quality of workmanship and materials, and the location of all proposed improvements with respect to the boundaries, set back lines, easements, streets, and existing improvements, if any, and the topography of the lot and the finish grade elevation of the proposed improvement.

V.
USE RESTRICTIONS

A. **Buildings.**

1. **Size.** Every residence constructed in the Subdivision must have a living area of not less than 2,000 square feet for one story dwellings and not less than 2,200 square feet for more than one story dwellings.
2. **Materials.** Exterior walls of all main residential buildings shall be constructed with not less than fifty-one percent (51%) masonry veneer. In computing this percentage, all gables, windows and door openings shall be excluded from the required area. At the discretion of the Committee, the Committee may waive or reduce this restriction requiring at least fifty-one percent (51%) masonry veneer for homes in the Subdivision if, in the opinion of the Committee, this masonry requirement would materially and adversely affect the quality, value, design and appearance of any proposed residence. Only high-quality composition shingles or other high quality roofing materials approved by the Architectural Committee shall be used in the construction of the roofs of the residences and garages; no wood shingles shall be used. In addition, exterior wall finishes and roofing materials shall complement the architectural appearance of the Subdivision, as determined by the Architectural Control Committee in its sole and absolute discretion. Construction of each residence in the Subdivision shall be complete within eight (8) months from its commencement.
3. **Residential Purposes.** All lots and building sites in the Subdivision shall be used only for single family residential purposes, and no structure shall be altered, placed, erected or permitted to remain on any lot or building site except one detached family residence, which shall not exceed two (2) stories in height, and a private garage, and which may contain living quarters only for family members and for bona fide household servants for the main residence.
4. **Leasing.** Lots in the Subdivision shall not be leased unless leased in their entirety - no rooms, floors, garages, or other areas within a lot or residence constructed thereon may be separately leased. "Leasing" for the purpose of these Restrictions is defined as regular, exclusive occupancy of a lot by any "tenant" (including a corporation, partnership, trust or other legal entity) other than the owner of the lot

for which such owner or any related party of such owner receives consideration or benefit, including, but not limited to, a fee, service, gratuity or emolument, regardless of whether or not such occupancy is pursuant to a written lease. "Tenant" for the purposes of these Restrictions is defined as any person or entity having the right to reside/live/stay in, occupy or use, a lot or any portion thereof pursuant to a Lease, whether the owner of the lot is present or not, and whether paying rent or not, and whether identified on the Lease agreement or not, other than: (1) the record owner of the lot as shown in the Official Public Records of Montgomery County, Texas; (2) a person related to an owner of the lot within the second degree of consanguinity or affinity; or (3) a person who co-occupies the lot along with an owner of the lot or person related to an owner of the lot within the second degree of consanguinity or affinity, who occupies the lot as such owner's or related person's primary residence. The determination of whether occupancy of a lot constitutes a lease or whether a person or entity constitutes a tenant shall be determined by the Board of Directors of the Association in its sole and absolute discretion, which shall be binding provided it is made in good faith.

5. **Lease Agreement and Lease Term.** All leases shall be in writing and there shall be no subleasing of a Lot or assignment of leases without prior written approval from the Board of Directors. Within five (5) business days from a written request from the Board of Directors, the owner of a lot who is leasing his or her lot shall provide the Board with a copy of the lease and the name, telephone number and email address of the Tenants under the lease agreement and the name of all other adults occupying the lot during the term of the lease. No lot, or any portion thereof, shall be leased or rented, or otherwise advertised for lease or for rent, for an initial term of less than six (6) months. After the expiration of an initial six-month lease term, such lease may be extended for additional periods of time of no less than thirty (30) days. No lot owner may lease or rent, or advertise or offer to lease or rent a Lot, or any portion thereof, for short-term (consisting of an initial lease term of less than six (6) months), vacation or transient purposes (including short-term house swapping) or on a fractional basis. No lot owner may enter into a lease agreement for a lot more than one (1) time in any contiguous six-month period without the written consent of the Board of Directors. For example, if a lot owner enters into a six-month lease agreement for his or her Lot with a Tenant and the Tenant terminates the lease agreement after two months, the owner may not lease the Lot again until six months after the terminated lease agreement was executed. The Board of Directors shall have the power and authority to levy fines against a lot owner who violate any of the leasing restrictions established by this Section 5, which may include daily fines for each day that a violation continues.
6. **Temporary Structures.** No mobile home, tent, shack, portable storage building, or other similar structure shall ever be erected, placed or maintained, temporarily or permanently, on any lot or building site in the Subdivision. This provision does not exclude parking of a boat or travel trailer on property owned by lot owners provided it is uninhabited, is parked behind a fence approved by the Architectural Control Committee and is not visible from any street or right-of-way. Further,

this provision does not exclude erection of permanent and bona fide servant or guest housing or both, provided, however, such structures must be approved by the Architectural Control Committee and are located generally behind the main house structure.

7. **Residences Facing Streets.** Residences situated on Lots One (1) and Ten (10) shall face the street designated as Willis Way; residences situated on Lots Eleven (11) and Eighteen (18) shall face the street designated as Magnolia Lane; residences situated on Lots Nineteen (19) and Twenty—Four (24) shall face the street designated as Pinehurst Court; residences situated on Lots Twenty—Five (25) , Thirty—Nine (39) Forty (40) and Forty—six (46) shall face the street designated as Conroe Drive; and residences situated on Lots Fifty—one (51) and Fifty—Two (52) shall face the street designated as Dobbin Drive. This requirement may be waived by the Architectural Control Committee if , in its opinion, conditions warrant the change.
8. No building shall be located nearer than thirty (30) feet from the front lot lines nor nearer than ten (10) feet from the side street lines. No residence shall be located on any lot building site nearer than ten (10) feet from the side line of any such lot or building site. If any two or more lots or fractions thereof are consolidated into one homesite, in conformity with the provisions of these Restrictions, the building setback restrictions shall be deemed to apply to such resultant homesite as if it were one original lot.
9. No garage placed on any lot or building site in the Subdivision, may face or open toward any street, unless the door is located a minimum of sixty (60) feet from the front property line, where such street is a boundary of such lot, except with written consent of the Committee.
10. No fence, wall, hedge or recreation facility shall be placed on any lot in the subdivision nearer to the front of said lot in said Subdivision than is permitted for the main residence on such lot. The location, height, type and design of a fence, wall, hedge or recreation facility shall be approved in writing in advance by the Architectural Control Committee prior to construction.

B. **Lots.**

1. No lot in the Subdivision may be divided in any manner unless each lot subsequently created by such division shall have an area of not less than three fourths (0.75) of an acre, and then only with the advance approval of the Architectural Control Committee.
2. Any person owning two (2) or more adjoining lots in the Subdivision may consolidate such lots into a single building site, with the privilege of placing or constructing improvements on such site, only if the site created by such consolidation shall have a land area of not less than three fourths (0. 75) of an acre,

and then only with the advance approval of the Architectural Control Committee.

3. All culvert sizing and location must be approved by the Architectural Control Committee in writing prior to installation, as well as approved by Montgomery County, to the extent required by Montgomery County ordinances and regulations.
4. No lot or lots in the subdivision shall be used as motorized vehicle access to any other property outside of the subdivision. No motorized vehicles shall be operated in the utility easements that are located within the Subdivision.
5. **Lot Maintenance.** Each lot owner in the Subdivision shall maintain his or her lot at all times in a neat and presentable manner, and at all times in compliance with all applicable Montgomery County ordinances governing maintenance of lots and abatement of nuisances. Each lot owner shall keep the grass, vegetation and weeds on his or her lot cut as often as may be necessary to keep the lot in a neat and attractive condition and in a condition that does not appear neglected, vacant, or in disrepair, regardless of whether or not a home has been constructed on such lot. Debris from the construction of a new home on any lot within the Subdivision shall be cleared within thirty (30) days after the completion of the outside structure of the residence. The determination of whether a lot is being maintained in a neat, attractive and/or presentable manner, or whether it appears neglected, vacant, or in disrepair, shall be determined by the Board of Directors of the Association in its sole and absolute discretion, which shall be binding provided it is made in good faith.
6. **Nuisances.** At all times, each lot shall be kept free of nuisances, which are defined as follows:
 - a. objectionable, detrimental, offensive, dangerous, or unattractive conditions, as determined by the Board of Directors of the Association in its discretion;
 - b. open pits, abandoned wells, and ponds that are not cared for and which become havens for insects and other pests;
 - c. weeds and wild brush more than three feet (3') in height;
 - d. signs, advertisements, or billboards that have not been approved in advance by the Architectural Control Committee;
 - e. privy, cesspool, outdoor toilets, untreated septic and gray water drainage;
 - f. animals, livestock, poultry of any kind (except for chickens as conditionally permitted herein) that are kept, raised, or bred on any lot except for dogs and cats kept as ordinary household pets but not more than four (4) of such pets for any household. Notwithstanding anything to the contrary, lot owners shall be permitted to keep up to, but no more than, six chickens on a residential lot, provided: (a) the owner shall not keep any roosters; (b) the chickens shall be restricted to a covered coop area with fencing; (c) the chickens shall not be free

range; (d) the chicken enclosure/coop shall be placed in the back area of the lot and shall not be located within 10 feet of the adjacent property lines; (e) the chicken enclosure/coop shall be kept clean and maintained at all times to prevent odors; and (f) the chicken enclosure/coop shall not be located within 50 feet of any other residence, including residences constructed on adjacent lots.;

- g. swimming pools, whether above or below ground, that are not completely enclosed by a fence with a security gate capable of keeping out small children and which have not been specifically approved in advance by the Architectural Control Committee;
- h. oil and gas exploration and development operations of every kind and character, oil refining, quarrying or mining operations of any kind, including wells, tanks, tunnels, derricks, pumps and the like.
- i. explosions, fireworks, discharge of guns, pistols, cannons or firearms of any kind or character, sirens, horns or other equipment designed to make loud noises (except for ordinary household security alarms);
- j. any mound, levy, swale, wall, or other object that interferes with the natural drainage patterns within the Subdivision unless such object has been approved in advance by the Architectural Control Committee and Montgomery County (to the extent required by Montgomery County ordinances and regulations); and
- k. any other condition that would constitute a nuisance under the laws or regulations of any agency of the State of Texas, County of Montgomery, or the United States of America.

VI.

RIGHTS OF THE ASSOCIATION

A. **Abatement of Nuisances.** If the Association determines in its discretion that a nuisance, as defined above, exists on any lot, the Board of Directors on behalf of the Association shall give immediate written notice of such condition to the owner, who must remove such nuisance at no cost to the Association within fifteen (15) days after such notice is mailed. If the Board of Directors of the Association determines in its discretion that any nuisance poses an immediate and substantial risk of harm to the persons or the property of any one or more of the other residents of the Subdivision, or if the lot owner fails for any reason to remove the nuisance within the time provided by the Association's written notice, then the Board of Directors on behalf of the Association shall be entitled to enter the lot and, if necessary, any residence or structure on the lot, and remove and dispose of the nuisance, without being guilty of trespass, conversion, or any tort or other civil wrong, as long as the Board of Directors on behalf of the Association acted in good faith and not in any arbitrary or capricious nature or manner. The owner of the lot having the nuisance shall be liable to the Association for its reasonable costs and expenses in removing and abating the nuisance, including its reasonable attorney's fees. To the extent necessary to carry out this provision the Association shall have an easement on, over and across any lot for the

purpose of abating and removing any nuisance, in addition to all other rights at law or equity. No lot owner shall be entitled to require the Association to take any action to abate or remove a condition that may be a nuisance if the Board of Directors of the Association has determined in its discretion that such condition is not of a nature that requires entry onto a lot and removal of a nuisance.

B. **Enforcement.** If any lot owner or any of their successors, assigns or persons holding possession of the lot under them should violate or attempt to violate any of the restrictions and covenants herein contained, it shall be lawful for any other person or persons owning property in the Subdivision, or for the Association, to prosecute any proceedings at law or in equity against such person or persons. Such suits may be brought to prevent or to stop any person or persons from violating these Restrictions, or to recover damages for such violation, for the benefit of any owners of lots in the Subdivision or for the Association, as determined by a Court of proper jurisdiction.

Any violation of any of the easements, restrictions, reservations, or covenants contained herein shall not have the effect of impairing or affecting the rights of any mortgagee or trustee under any mortgage or deed of trust outstanding against any building site at the time that the easement, restriction, reservation or covenant may be violated.

C. **Severability.** If any one or more of these covenants, agreements, reservations, easements, restrictions or maintenance charges shall become or be held invalid, by reason of abandonment, waiver, or judicial decision, then such determination shall in no way affect or impair the validity of the other covenants, agreements, reservations, easements, restrictions, or maintenance charge set out herein, which shall remain in full force and effect.

VII.

AMENDMENT; RENEWAL

A. **Term.** These Restrictions shall run with the land and shall be binding on all persons or entities owning or claiming to own. any lot or interest therein for a period of twenty — five (25) years after the Effective Date (the "Term"). At the end of the Term these Restrictions shall be automatically extended for successive periods of ten (10) years each ("Extension Term") unless prior to the expiration of the Term or any Extension Term the persons owning a majority of lots in the subdivision shall execute and record an instrument changing these Restrictions in whole or in part. The provisions of any such instrument shall become effective at the expiration of the Term or the Extension Term in which it is executed and recorded.

B. **Amendment.** These Restrictions may be amended at any time upon the execution of a document of amendment by the owners of sixty-seven (67%) of the lots in the Subdivision and the recording of such document in the Real Property Records of Montgomery County, Texas.

SECRETARY'S CERTIFICATE

The undersigned Robert L. Jones Secretary of Montgomery Place Community Improvement Association (the "Association") hereby certifies that this Amended and Restated Restrictions for Montgomery Place, Section One, was approved by a vote of sixty-seven percent (67%) of the total votes allocated to the property owners entitled to vote on such amendment at a meeting conducted on Dec 28, 2025.

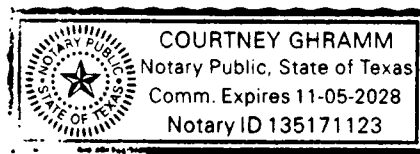
MONTGOMERY PLACE COMMUNITY
IMPROVEMENT ASSOCIATION

By: Robert L. Jones
Robert Jones Secretary

STATE OF TEXAS §
 §
COUNTY OF MONTGOMERY §

This instrument was acknowledged before me on the 12 day of January, 2026
by Robert Jones, Secretary of Montgomery Place Community Improvement Association.

[Notary Seal]



Courtney Ghramm
Notary Public of Texas

FILED FOR RECORD
01/13/2026 09:50AM



L. Brandon Steinmann

County Clerk
Montgomery County, Texas

STATE OF TEXAS,
COUNTY OF MONTGOMERY

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

01/13/2026



L. Brandon Steinmann

County Clerk
Montgomery County, Texas

ORIGINAL RETURNED AT TIME OF RECORDATION

RECORDER'S MEMORANDUM:

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