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Jama Pickard
Laura Richard, County Clerk
Fort Bend County Texas

Pages: 6

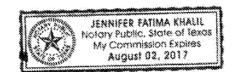
Fee: \$31.00

CERTIFICATION

	STATE OF TEXAS §
	STATE OF TEXAS § COUNTY OF FORT BEND §
	I, the undersigned, pursuant to §202.006 of the Texas Property Code, do hereby certify, as follows:
	(1) I am a Director of Lakemont Community Association, Inc., a Texas non- profit corporation;
	(2) An Instrument titled: "Lakemont Community Association, Inc., Lake Use Rules" is attached hereto;
	(3) The property affected by the said Instrument is described in Exhibit "A", attached hereto;
	(4) The attached Instrument is a true and correct copy of the original;
	(5) The attached instrument was approved by at least a majority of the Association Board of Directors, at a meeting of the Directors, at which a quorum of Directors was present.
	IN WITNESS WHEREOF, I have subscribed my name on this 20 day of 9040, 2016.
	Print Name: True Title:
	STATE OF TEXAS §
	COUNTY OF FORT BEND §
- 1	BEFORE ME, the undersigned authority, on the day personally appeared TLACY (TOHOW), one of the Directors for Lakemont Community Association, Inc., and being by me first duly sworn, declared that he is the person who signed the foregoing document in his representative capacity and that the statements contained therein are true and correct

Given under my hand and seal of office this the 28 day of APRIC

After recording return to: HOLT & YOUNG, P.C. 9821 Katy Freeway, Stc. 350 Houston, Texas 77024



Notary Public, State of Texas

Lakemont Community Association, Inc.

LAKE USE REGULATIONS

The Lake Regulations are as follows:

- 1. Use of the Lakes. All Owners, Members and Occupants (collectively referred to herein as, the "Users"), and their respective guests, subject to rules and regulations contained herein and the Declarations, shall be allowed access to and the usage of the lakes located within the boundaries of the Property (collectively, the "Lakes"). Access to and the usage of the lakes shall be for aesthetic purposes only. No person who is not a Member or a guest of a Member shall be allowed access or use of the lakes. For purposes hereof, the Lakes are private impoundments for the use and enjoyment of Members and their guests, and trespassers shall be prohibited from access to and use to the Lakes. Guests of Members may only use the Lakes while accompanied by one or more Members.
- 2. <u>Prohibitions</u>: In order to preserve the aesthetic value of the Lakes and the health and safety of the Users the following shall be strictly prohibited:
 - 2.1. Watercraft. NO BOATS, RAFTS, CANOES OR OTHER WATERBORNE CRAFT SHALL BE ALLOWED ON THE LAKES AT ANY TIME. Notwithstanding the foregoing, the Association shall be permitted to use a motorized watercraft in connection with the maintenance of the Lakes.
 - 2.2. <u>Swimming.</u> No swimming, floating, "tubing," wading, or other similar activity shall be permitted in or on the lakes at any time.
 - 2.3. Garbage and Refuse Disposal. Trash, garbage or other waste and pollutants of any kind shall not be disposed of in the Lakes by any Members or their guests.
 - 2.4. Fishing and Hunting. Fishing and hunting are not permitted.
 - 2.5. <u>Pumps</u>. No manual, electric, solar, or gas-powered pumps will be allowed to draw water from the Lakes for the private use of Members (i.e., irrigation, cleaning, swimming pools, spas, hot tubs, etc.). Notwithstanding the foregoing, the Association shall be permitted to install and use a pump to draw water from the Lakes in connection with the irrigation of the common areas of the Community.
 - 2.6. <u>Nuisances</u>. No noxious or offensive activity shall be permitted upon or around the Lakes, nor shall anything be done thereon which may be or may become an annoyance to other persons using the Lakes, as determined by the Association in its sole and absolute discretion. Any action or use of the Lakes not specifically mentioned herein but which is deemed by the Association to be injurious or hazardous shall be prohibited.
 - 2.7. <u>Waterfowl</u>. Only wild waterfowl and domesticated waterfowl introduced by the Association will be permitted on the Lakes. The Members are not permitted to manipulate the number of waterfowl by either introduction, harvesting, or breeding. The

Association reserves the right to remove, dispose of, or destroy any excess number of ducks or other waterfowl discovered on the Lakes, whether or not such waterfowl are the property of a Member, without liability to any member.

- 2.8. Piers and Docks. No piers, docks, or decks will be permitted on the Lakes.
- 2.9. <u>Chemical Usage</u>. Members or their tenants, employees, agents, customers, guests, or invitees shall not use chemicals, fertilizers, or pesticides within ten (10) feet of the lake. Members and their respective groundskeepers shall be expected to mow around the Lakes in a manner as to minimize the discharging of grass clippings entering the Lakes. Tree limbs and other objects shall not be placed or installed in the Lakes.
- 2.10. Swimming Pools. Members who have swimming pools will not be permitted to discharge or drain pool water into the Lakes or onto the common areas surrounding the Lakes. Hot tubs, spas, and similar equipment are also prohibited from draining or discharging into the Lakes or onto the common areas surrounding the Lakes.
- Enforcement. Any violation of these Lakes Regulations shall be deemed to be a violation of the Declaration and shall be subject to enforcement pursuant to the terms and conditions of the Declaration.
- 4. <u>Indemnification.</u> Each Member shall be liable to the Association for any damage or contamination to the Lakes of any type or to any equipment thereon resulting from the negligence of said Member, his tenants, employees, agents, customers, guests, or invitees, to the extent that any such damage shall not be covered by insurance. Further, it is specifically understood that neither the Declarant, the Association, nor the Board of Directors shall be liable to any person for injury or damage sustained by such person occasioned by the use of the Lakes by any Members or their guests. Every Member does hereby agree to defend, indemnify and hold hamless the Declarant, the Association and the Board of Directors from and against any such claim or damage as referenced in the immediately preceding sentence hereof affecting such Member or its guest(s), including, without limitation, legal fees and court costs. REGARDLESS OF WHETHER THE INJURY OR DAMAGE RESULTS OR IS CLAIMED TO HAVE RESULTED FROM ANY NEGLIGENCE OF THE ASSOCIATION, DECLARANT OR THE BOARD. By its membership in the Association and any use of the Lakes by such Member or its guests, such Member shall be deemed to have expressly agreed to the provisions of this paragraph as if its signature appeared hereon.
- 5. Conflict with Declaration: Association's Rights. If any part of these Lake Regulations shall be in conflict with any term or provision of the Declaration, the terms and provisions of the Declaration shall govern, but only to the extent of such conflict. The Association reserves the right to modify or amend these Lake Regulations as the Board deems necessary from time to time, which changes shall take effect upon posting of the revised regulations in public areas or mailing of the revised regulations to all residences in the Property.

6. <u>Fines for Violations</u>: Pursuant to Article XI, Section 1 of the Declaration, a fine of \$125.00 may be assessed for violations of these Lake Use Rules. The fine will be assessed against the lot owned by the owner who violates these rules; the "owner" for purposes of this fine, will include the owners family, guests, tenants and invitees.

EXHIBIT "A"

Lakemont, Section 1, under Slide No. 2561/B;

Lakemont, Section 2, under Slide No. 2387/A-B;

Lakemont, Section 3, under Slide No. 2374/A-B;

Lakemont, Section 4, under Slide No. 2375/A-B

Lakemont, Section 5, under Slide No. 2467B;

Lakemont, Section 6, under Slide No. 2468B;

Lakemont, Section 7, under Slide No. 2554/A;

Lakemont, Section 8, under Slide No. 2565/B;

Lakemont, Section 9, under Slide No. 2566/A;

Lakemont, Section 10, under Instrument No. 20040043;

Lakemont, Section 11, under Instrument No. 20040135;

Lakemont, Section 12, under Instrument No. 20040032;

Lakemont, Section 13, under Instrument No. 20040031;

Lakemont, Section 14, under Instrument No. 20040086;

Lakemont Ridge, Section 1, under Instrument No. 20060207;

Lakemont Ridge, Section 2, under Instrument No. 20070045;

Lakemont Meadows, Section 1, under Instrument No. 20040228;

Lakemont Meadows, Section 2, under Instrument No. 20050022;

Lakemont Meadows, Section 3, under Instrument No. 20050237;

Lakemont Terrace, Section 1, under Instrument No. 20050025;

Lakemont Terrace, Section 2, under Instrument No. 20050029;

Lakemont Terrace, Section 3, under Instrument No. 20050229;

Lakemont Manor, Section 1, under Instrument No. 20060173;

Lakemont Manor, Section 2, under Instrument No. 20070019;

Lakemont Manor, Section 3, under Instrument No. 20070020;

Lakemont Trace, Section 1, under Instrument No. 20050024;

Lakemont Shores, Section 1, under Instrument No. 20070091;

Lakemont Shores, Section 2, under Instrument No. 20090103 and 20100033;

Lakemont Shores, Section 3, under Instrument No. 20110018;

Lakemont Court, Section 1, under Instrument No. 20050186;

Lakemont Cove, Section 1, under Instrument No. 20050023 and 20090113;

Lakemont Cove, Section 2, under Instrument No. 20050228;

Lakemont Cove, Section 3, under Instrument No. 20060169;

Lakemont Grove, Section 1, under Instrument No. 20050119;

Lakemont West Ridge, Section 1, under Instrument No. 20100147;

Lakemont West Ridge, Section 2, under Instrument No. 20120101;

Lakemont Lake Bend, Section 1, under Instrument No. 20120027

Lakemont Lake Bend, Section 2, under Instrument No. 20120183

Lakemont Commercial Reserve, Section 1 replat, under Instrument No. 20100171;

All recorded in the Real Property Records of Fort Bend County, Texas, along with any amendments, supplements and replats thereto and any other property annexed into the jurisdiction of the Lakemont Community Association, Inc.