

C-C-R ✓

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CORRECTION



33'

8258599

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REAL PROPERTY RECORDS
REAL PROPERTY RECORDS

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DECLARATION OF COVENANTS, CONDITIONS
RESTRICTIONS, RESERVATIONS AND EASEMENTS
DEL LAGO ESTATES

THIS DECLARATION of covenants, Conditions, Restrictions, Reservations and Easements (herein called the "Declaration") is made as of the 27 day of September, 1982, by MPB Equities, Inc., a Texas Corporation (herein called "Declarant") and T. O. R. Corporation, a Texas Corporation (herein called T.O.R.).

W I T N E S S E T H :

WHEREAS, Declarant and T.O.R. owns and desires to develop the Property (hereinafter defined); and

WHEREAS, Declarant and T.O.R. owns or may acquire additional real property which Declarant may place subject to this Declaration for purposes of developing all at one time or in stages; and

WHEREAS, Declarant and T.O.R. has placed of record with respect to the Property a Reservation of Architectural Control which has been recorded in the Real Property Records of Montgomery County, Texas, under County Clerk's File No. (herein called the "Architectural Reservation"); and

WHEREAS, Declarant and T.O.R. has placed of record with respect to the Property a Declaration of Covenants, Conditions, Assessments, Charges, Servitudes, Liens, Reservations and Easements, which has been recorded in the Real Property Records of Montgomery County, Texas under County Clerk's File No. (herein called the "Declaration of Covenants"); and

WHEREAS, Declarant and T.O.R. desires that, as a part of its plan for development of the Property, to subject the Property to the covenants, conditions, restrictions, reservations, easements and other provisions hereinafter set forth (herein collectively called the "Covenants").

NOW, THEREFORE, Declarant and T.O.R. hereby declares that the Property shall be held, sold, and conveyed subject to the Covenants.

ARTICLE I

DEFINITIONS

The following words, phrases, or terms used in this Declaration shall have the following meanings:

- A. "Architectural Control Committee" shall mean the Declarant or, if and when applicable, a committee appointed by Declarant, all as set forth in the Architectural Reservation.
- B. "Covenants" shall mean the covenants, conditions, restrictions, reservations, easements and other provisions set forth in this Declaration.
- C. "Declarant" shall mean MPB Equities, Inc., a Texas Corporation, and the successors and assigns of Declarant's rights and powers hereunder.
- D. "Declaration" shall mean this Declaration of Covenants, Conditions, Restrictions, Reservations, and Easements, and any and all amendments, modifications, and supplements thereto.
- E. "Declaration of Covenants" shall mean the Declaration of Covenants, Conditions, Assessments, Charges, Servitudes, Liens, Reservations and Easements which has been recorded in the Real Property Records of Montgomery County, Texas, under County Clerk's File No.

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F. "Plat" shall mean the subdivision plat creating the Subdivision, as amended or supplemented from time to time.

G. "Property" shall mean:

- (1) At the time of recordation of this Declaration, the land described on Exhibit "A" attached hereto and made a part hereof for all purposes; and
- (2) From and after the addition of each parcel of land subjected to this Declaration pursuant to Article VIII hereof, each such new parcel of land.

H. "Subdivision" shall mean the residential subdivision located in Montgomery County, Texas, and known as "Del Lago Estates" according to the plat of said subdivision recorded under County Clerk's File No. _____ in the Map and Plat records of Montgomery County, Texas, as the same may be amended or supplemented from time to time.

I. Reference is made to Article I of the Declaration of Covenants for the definition of words, phrases and terms used but not defined herein, and except as herein otherwise provided, or unless inconsistent with the context hereof, words, phrases and terms shall have the meanings set forth in Article I of the Declaration of Covenants, but shall relate to the Property as defined herein.

ARTICLE II

COVENANTS BINDING ON PROPERTY, OWNERS, AND ASSOCIATION

2.01 Property Bound. From and after the date of recordation of this Declaration, the Property shall be subject to the Covenants, and the Covenants shall run with, be for the benefit of, bind and burden the Property.

2.02 Owners Bound. From and after the date of recordation of this Declaration, the Covenants shall be binding upon and inure to the benefit of each Owner and his heirs, executors, administrators, personal representatives, successors, and assigns, whether or not so provided or otherwise mentioned in the Deed. Each Owner, for himself, his heirs, executors, administrators, personal representatives, successors and assigns, expressly agrees to pay, and be personally liable for, the Maintenance Charges provided for in Article VI hereof, and to be bound by all of the Covenants herein set forth. Each Owner shall be and remain personally liable, regardless of whether he has transferred title to his Lot, for the amount of the Maintenance Charges (together with interest, costs and attorneys' fees as provided in Article V of the Declaration of Covenants) which fell due while he was an Owner.

2.03 Association and Subsidiary Association Bound. Upon the incorporation of the Association or any Subsidiary Association, the Covenants shall be binding upon and shall inure to the benefit of the Association and any such Subsidiary Association.

ARTICLE III

DESIGNATION OF TYPES OF LOTS

3.01 Lakefront Lots. Any Lots in the Property having a common boundary with Lake Conroe are hereby designated as "Lakefront Lots".

3.02 Interior Lots. Any Lots in the Property not having a common boundary with Lake Conroe as shown on the Plat are hereby designated as "Interior Lots".

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3.03 Determination of Designation. The Architectural Control Committee shall have the exclusive and final right and authority to classify or designate any Lot as being a Lakefront Lot or an Interior Lot in the event of any reasonable doubt as to the classification of a Lot.

ARTICLE IV

GENERAL RESTRICTIONS

4.01 Single-Family Residential Purposes. All Lots in the Property shall be used only for single-family residential purposes. No noxious or offensive activity of any sort shall be permitted, nor shall anything be done on any Lot which may be or become an annoyance or nuisance to the neighborhood. No Lot in the Property shall be used for any commercial, business or professional purposes. The renting or leasing of any improvements thereon or portion thereof without the prior written consent of the Association, is prohibited.

4.02 Types of Structures. No building shall be erected, altered or permitted to remain on any Lot in the Property other than one (1) detached single-family residential dwelling not to exceed two (2) stories in height and a private garage (or other covered car parking facility) for not more than three (3) automobiles and other bona fide servants' quarters; provided, however, that the servants quarters structure shall not exceed the main dwelling area, height or number of stories.

4.03 Minimum Square Footage. The living area of the main residential structure (exclusive of porches, whether open or screened, garage or other car parking facility, terraces, driveways and servants' quarters) on each Lot shall be not less than 2,500 square feet for a one-story Dwelling Unit and not less than 2,800 square feet for a one and one-half or two story Dwelling Unit.

4.04 Setbacks. Except with respect to walls, fences, planters, hedges or other screening material, no Permanent Improvement or any part thereof, including roof overhang, may be nearer than fifteen (15) feet to any side street line, nor may any Permanent Improvement or any part thereof, including roof overhang, be nearer than fifteen (15) feet to any adjacent lot line. No Dwelling Unit may be located nearer than fifteen (15) feet to the rear property line of the Lot, and no Permanent Improvement may be located on any Lot nearer to the front street line of such Lot or to the shore line of Lake Conroe in the case of Lake front lots than fifty (50) feet. Where any setback line established on the Flat is more restrictive than the foregoing, such setback line shall control.

4.05 Walls, Fences, Hedges, and Other Screening Material. Where a wall, fence, planter, hedge or other screening material is not specifically prohibited under the Special Restrictions set forth in Article V, the following (as to any permitted wall, fence, planter, hedge or other screening material) shall apply: No wall, fence, planter, hedge or other screening material in excess of two (2) feet high shall be erected or maintained nearer to the front lot line than the front building setback line, nor on corner lots nearer to the side lot line than the building setback line parallel to the side street. No rear or side fence, wall, hedge or other screening material shall be more than five (5) feet high. Notwithstanding the foregoing, no wall, fence, planter, hedge or other screening material shall be permitted to unduly interfere with the view from any other Lot as determined by the Architectural Control Committee in its sole discretion.

4.06 Bulk Heading. Lakefront Lots may be bulk headed at the Owner's expense. All plans for such bulk heading must be submitted to and approved

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by the Architectural Control Committee, the San Jacinto River Authority and any other applicable governmental authority. All bulk heads must be constructed strictly in accordance with the approved plans and specifications.

4.07 Driveways. All driveways shall be entirely of concrete (except however, some other material may be used with the prior written consent of the Architectural Control Committee) and shall be paved before any Dwelling Unit may be occupied. No driveway or other roadway may be constructed on any Lot in such a manner as to furnish access to any adjoining Lots or other property without the prior written consent of the Architectural Control Committee.

4.08 Walks. Walks from the street curb to the Dwelling Unit shall have a minimum width of four (4) feet and shall be constructed entirely of concrete (except however, some other material may be used with the prior written consent of the Architectural Control Committee).

4.09 Boat Docks. Owners of Lakefront Lots may construct boat docks to the extent permitted by applicable governmental regulations, provided that plans for any such construction must be submitted to and approved by the Architectural Control Committee, the San Jacinto River Authority, the U. S. Corps of Engineers and any other applicable governmental authority.

4.10 Construction Materials. All materials used in the construction of the exterior of any Dwelling Unit or other structure must be approved by the Architectural Control Committee before commencement of construction. Only new construction materials shall be used (except for used brick if and as approved by the Architectural Control Committee on a case by case basis). No concrete blocks shall be used in construction unless the blocks are covered up by the final exterior finish material. All Dwelling Units shall be built on a slab, solid concrete beam foundation, or a pier and beam foundation approved by the Architectural Control Committee. In no event shall any used building be moved onto any Lot.

4.11 Prosecution of Construction. Unless completion is prevented by war, labor strike or an act of God, any Dwelling Unit or other structure commenced upon any Lot shall be completed as to its exterior, and all temporary structures shall be removed, within six (6) months from the commencement of construction.

4.12 Air Conditioners and Heaters. No window or wall type air conditioner or heater shall be permitted to be used, erected, placed or maintained on or in any Permanent Improvement.

4.13 Garbage Disposal. Each kitchen in each Dwelling Unit situated on a Lot shall be equipped with a garbage disposal unit, which shall at all time be kept in a serviceable condition.

4.14 Utilities. Each and every Dwelling Unit shall be required to be connected to the water distribution system and sanitary sewer collection system in the Subdivision as soon as such utilities are available in the easements adjacent to or within the respective Lot upon which the Dwelling Unit is located. Individual underground electrical service drops must be installed to each Dwelling Unit. Each Owner shall comply with the requirements of the applicable utility company regarding such underground service installations, including without limitation the payment of any lawful charges which might be incurred for the installation of the underground service as set forth in applicable utility company rules, regulations and terms and conditions of service, as the same may be amended from time to time without notice.

4.15 Water Wells. At no time shall the drilling, usage or operation of any water well be permitted on any lot.

4.16 Drying Yard. The drying of clothes in public view is prohibited.

4.17 Declarant and T.O.R. shall convey no lot for less than \$80,000.00.

ARTICLE V

IMPROPER MAINTENANCE BY OWNER

In the event any portion of any Lot in the Property or any Dwelling Unit thereon is, in the judgment of the Board, so maintained by the Owner thereof as to not comply with these Covenants, the Board may by resolution make a finding to such effect, specifying the particular condition or conditions which exist, and pursuant thereto deliver notice thereof to the offending Owner that unless corrective action is taken within ten (10) days, the Association will cause such action to be taken at such Owner's cost. If after the expiration of said ten (10) day period of time the requisite corrective action has not been taken, the Association shall be authorized and empowered to cause such action to be taken and the costs (herein called the "Maintenance Charges") thereof shall be assessed against the Lot and the Dwelling Unit of the offending Owner and shall be secured by the Assessment Lien as provided in the Declaration of Covenants. Written notice of such assessment shall be delivered to the offending Owner which notice shall specify the amount of such Maintenance Charges and shall demand payment thereof within thirty (30) days after the date of said notice. Accrual of interest on unpaid Maintenance Charges collection of the Maintenance Charges, and enforcement of the Assessment Lien shall be governed by all of the provisions of the Declaration of Covenants with respect to such matters.

ARTICLE VI

TERMS; AMENDMENTS; TERMINATIONS

6.01 Term; Method of Termination. This Declaration shall be effective upon the date of recordation hereof and, as amended from time to time, shall continue in full force and effect to and including December 31, 2011. From and after said date, this Declaration, as amended, shall be automatically extended, or shall be terminated upon the exact terms and conditions, and in accordance with the exact same procedures, as set forth in Sections 13.01, 13.03, and 13.04 of the Declaration of Covenants; it being the express intention of the foregoing to require for any such termination the requisite percentage vote of all Voting Owners, as defined in the Declaration of Covenants with respect to the entire Property therein defined.

6.02 Amendments. This Declaration may be amended or changed upon the exact same terms and conditions, and in accordance with the exact same procedures, as set forth in Sections 13.02, 13.03, 13.04 and 13.06 of the Declaration of Covenants; it being the express intention of the foregoing to require for any such amendment the requisite percentage vote of all Voting Owners, as defined in the Declaration of Covenants with respect to the entire Property therein defined.

6.03 Effect. Upon the recording of the certificate of termination as required by Section 13.04 (b) of the Declaration of Covenants, these Covenants and this Declaration shall have no further force or effect. Upon the filing of an amendment in accordance with Section 13.04 (a) of the Declaration of Covenants, this Declaration and the Covenants, as amended, shall remain in full force and effect.

ARTICLE VII

SUBJECTING ADDITIONAL LANDS TO THE DECLARATION

From time to time the size of the Property may be increased, in the manner provided in this Article, by recording in the Real Property Records of Montgomery County, Texas, a supplement to this Declaration (hereinafter called "Supplemental Declaration"). The Supplemental Declaration shall be signed and acknowledged by or on behalf of the Board and by the Owner of record of the additional land to be included within the Property and subjected to the Covenants set forth in this Declaration. Each such Supplemental Declaration shall:

- (a) Describe the land to be included as a part of the Property;
- (b) State that such land and the Permanent Improvements thereon are expressly subjected to all of the Covenants set forth in this Declaration; and
- (c) State that the Owner, for and on behalf of his heirs, executors, administrators, successors, and assigns, agrees that he shall be personally liable for the Annual and Special Assessments and Maintenance Charges imposed hereunder and shall be personally bound by all Covenants set forth in this Declaration.

ARTICLE VIII

MISCELLANEOUS

8.01 Interpretation of the Covenants. Except for judicial construction, the Association, by its Board, shall have the exclusive right to construe and interpret the provisions of this Declaration. In the absence of any adjudication to the contrary by a court of competent jurisdiction, the Association's construction or interpretation of the provisions hereof shall be final, conclusive, and binding as to all persons and property benefited or bound by the Covenants and provisions hereof.

8.02 Severability. Any determination by any court of competent jurisdiction that any provision of this Declaration is invalid or unenforceable shall not affect the validity or enforceability of any of the other provisions hereof.

8.03 Rule Against Perpetuities. If any interest purported to be created by this Declaration is challenged under the Rule against Perpetuities or any related rule, the interest shall be construed as becoming void and of no effect as of the end of the applicable period of perpetuities computed from the date when the

period of perpetuities starts to run on the challenged interest; the "lives in being" for computing the period of perpetuities shall be (a) those which would be used in determining the validity of the challenged interest, plus (b) those of the issue of the Board who are living at the time the period of perpetuities starts to run on the challenged interest.

8.04 Change of Circumstances. Except as otherwise expressly provided in this Declaration, no change of conditions or circumstances shall operate to extinguish, terminate, or modify any of the provisions of this Declaration.

8.05 Rules and Regulations. In addition to the right to adopt rules and regulations on the matters expressly mentioned elsewhere in this Declaration, the Association shall have the right to adopt rules and regulations with respect to all other aspects of the Association's rights, activities, and duties, provided said rules and regulations are not inconsistent with the provisions of this Declaration.

8.06 Declarant's Disclaimer of Representations. Anything to the contrary in this Declaration notwithstanding, and except as otherwise may be expressly set forth on a recorded plat or other instrument recorded in the Real Property Records of Montgomery County, Texas, Declarant makes no warranties or representations whatsoever that the plans presently envisioned for the complete development of the community can or will be carried out, or that any land now owned or hereafter acquired by it is or will be subjected to this Declaration, or that any such land (whether or not it has been subjected to this Declaration) is or will be committed to or developed for a particular (or any) use, or that if such land is once used for a particular use, such use will continue in effect.

8.07 Successors and Assigns of Declarant. Any reference in this Declaration to Declarant shall include any successors or assigns of Declarant's rights and powers hereunder.

8.08 Gender and Number. Wherever the context of this Declaration so requires, words used in the masculine gender shall include the feminine and neuter genders; words used in the neuter gender shall include the masculine and feminine genders; words in the singular shall include the plural; and words in the plural shall include the singular.

8.09 Captions and Titles. All captions, titles, or headings of the Articles and Sections in this Declaration are for the purpose of reference and convenience only, and are not to be deemed to limit, modify, or otherwise affect any of the provisions hereof, or to be used in determining the intent or context thereof.

8.10 Notices. Any notice required or permitted to be delivered as provided herein may be delivered either personally or by mail. If delivery is made by mail, delivery shall be deemed to have been made twenty-four (24) hours after a copy of the notice has been deposited in the United States mail, postage prepaid, registered or certified mail, addressed to each such person at the address given by such person to the party sending the notice or to the address of the Dwelling Unit of such person if no address has been given. Such address may be changed from time to time by notice in writing.

8.11 Prior Recorded Instruments. This Declaration and all of the provisions hereof are expressly subject to all prior recorded documents affecting the Property, including without limitation the Declaration of Covenants and the Architectural Reservation.

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8.12 Enforcement of the Covenants. Notwithstanding anything to the contrary herein, in the event of any violation or attempted violation of any of the provisions hereof, including any of the Covenants, enforcement shall be authorized by any proceedings at law or in equity against any person or persons violating or attempting to violate any of such provisions, including proceedings to restrain or prevent such violation or attempted violation by injunction, whether prohibitive in nature or mandatory in commanding compliance with such provisions; and it shall not be a prerequisite to the granting of any such injunction to show inadequacy of legal remedy or irreparable harm. Likewise, any person entitled to enforce the provisions hereof may recover such damages as such person has sustained by reason of the violation of such provisions.

8.13 Suspension of the Covenants. The Board shall have the right during the period of construction, development, and sale, to grant reasonable and specifically limited exemptions from the Covenants to Declarant and any other developer or contractor. Any such exemptions shall be granted only upon specific written request, itemizing the exemption requested, the location thereof, the need therefore, and the anticipated duration thereof; and any authorization and approval thereof shall be similarly itemized. No exemption shall be broader in terms of activity, location, or time than is reasonably required.

8.14 Easements. Each Lot in the Property shall be subject to an easement for overhangs and minor encroachments by walls, structures, and fences located upon adjacent Lots as constructed by the original builder or as reconstructed or repaired in accordance with the original plans and specifications or any amended plans and specifications approved by the Architectural Control Committee.

8.15 Approval and Subordination. The undersigned, EARL D. ELLIOTT, TRUSTEE, CHRIS RICHARDSON, CHEROKEE PROPERTIES, A TEXAS GENERAL PARTNERSHIP, by and thru EMFT ODEM, its general partner, and JAMES V. BLACKLOCK, INDIVIDUALLY AND AS INDEPENDENT EXECUTOR OF THE ESTATE OF C. E. STANLEY, DECEASED LILLIAN V. STANLEY AND MORIEL STANLEY BLACKLOCK, joining in the execution hereof for the purpose of approving, and they do hereby approve, the terms of this Declaration and for the purpose of subordinating, and they do hereby subordinate, to all of the provisions hereof, any liens, security interests and rights which any of them now has or hereinafter may have against that portion (and only that portion) of the Property which is located within the boundaries of that certain subdivision known as Del Lago Estates, a subdivision of Montgomery County, Texas, according to the plat thereof recorded in the Map Records of Montgomery County, Texas.

IN WITNESS WHEREOF, MPB EQUITIES, INC., a Texas Corporation, has hereunto caused its name to be signed by the signature of its duly authorized official as of the day and year first above written.

MPB EQUITIES, INC.

BY: Judd Kassura
JUDD KASSURA VICE PRESIDENT

T. O. R. CORPORATION
R. F. [Signature] President
BY: Odell Hudson - Secretary

Earl D. Elliott, Trustee
EARL D. ELLIOTT, TRUSTEE

Chris Richardson
CHRIS RICHARDSON

Emit Odem
CHEROKEE PROPERTIES, a Texas General Partnership, by and thru Emit Odem, its general partner.

This instrument is being rerecorded in correction of, but not in lieu of, the instrument originally recorded under County Clerk's No. 8244222 in order to correct the legal description contained herein which, by mutual mistake or error of the parties failed to provide the complete legal description in the original instrument.

James V. Blacklock
JAMES V. BLACKLOCK, Individually and as Independent Executor of the Estate of C. E. Stanley, Deceased.

Lillian V. Stanley
LILLIAN V. STANLEY

Moriel Stanley Blacklock
MORIEL STANLEY BLACKLOCK

(Acknowledgment)

THE STATE OF TEXAS X
COUNTY OF MONTGOMERY X

BEFORE ME, the undersigned, a Notary Public in and for said County and State, on this day personally appeared Judd Kassuba, Vice President, known to me to be the person and officer whose name is subscribed to the foregoing instrument and acknowledged to me that the same was the act of the said MPB EQUITIES, INC., a Texas Corporation, and that he executed the same as the act of such corporation for the purposes and consideration therein expressed and in the capacity therein stated.

GIVEN UNDER MY HAND AND SEAL OF OFFICE this the 27 day of September, 1982.



Carol Murray
Notary Public in and for County, Texas.
Printed name: CAROL MURRAY
Commission Expires Notary Public for the State of Texas

(Acknowledgment)

THE STATE OF TEXAS X
COUNTY OF MONTGOMERY X

160-01-0365

BEFORE ME, the undersigned, a Notary Public in and for said County and State, on this day personally appeared R.F. Scott, ^{and} Adell Hudson, known to me to be the person and officer whose name is subscribed to the foregoing instrument and acknowledged to me that the same was the act of the said T. O. R. CORPORATION, a Texas Corporation, and that he executed the same as the act of such corporation for the purposes and consideration therein expressed and in the capacity therein stated.

GIVEN UNDER MY HAND AND SEAL OF OFFICE this the 22 day of September, 1982.

Norman Griffin
Notary Public in and for Montgomery
County, Texas.
Printed name: Norman Griffin
Commission expires: 10/18/84



(Acknowledgment)

THE STATE OF TEXAS X
COUNTY OF MONTGOMERY X

BEFORE ME, the undersigned, a Notary Public in and for said County and State, on this day personally appeared EARL D. ELLIOTT, TRUSTEE, known to me to be the person whose name is subscribed to the foregoing instrument, and acknowledged to me that he executed same for the purposes and consideration therein expressed.

GIVEN UNDER MY HAND AND SEAL OF OFFICE this the 18 day of September, 1982.

Norman Griffin
Notary Public in and for _____
County, Texas.
Printed name: Norman Griffin
Commission expires: 10/18/84



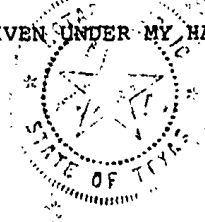
(Acknowledgment)

THE STATE OF TEXAS X
COUNTY OF MONTGOMERY X

BEFORE ME, the undersigned, a Notary Public in and for said County and State, on this day personally appeared CHRIS RICHARDSON, known to me to be the person whose name is subscribed to the foregoing instrument, and acknowledged to me that he executed same for the purposes and consideration therein expressed.

GIVEN UNDER MY HAND AND SEAL OF OFFICE this the 27 day of September, 1982.

Carol Murray
Notary Public in and for _____
County, Texas.
Printed name: CAROL MURRAY
Commission expires: Notary Public for the State of Texas
My Commission Expires 8-23-84



(Acknowledgment)

160-01-0366

THE STATE OF TEXAS X
COUNTY OF MONTGOMERY X

BEFORE ME, the undersigned, a Notary Public in and for said County and State, on this day personally appeared EMIT ODEM, its general partner, known to me to be the person and officer whose name is subscribed to the foregoing instrument and acknowledged to me that the same was the act of the said CHEROKEE PROPERTIES, a Texas General Partnership, and that he executed the same as the act of such corporation for the purposes and consideration therein expressed and in the capacity therein stated.

GIVEN UNDER MY HAND AND SEAL OF OFFICE this the 27 day of September,

1982.



Carol Murray
Notary Public in and for
County, Texas. CAROL MURRAY
Printed name: Notary Public for the State of Texas
Commission expires 6-22-84

(Acknowledgment)

THE STATE OF TEXAS X
COUNTY OF MONTGOMERY X

BEFORE ME, the undersigned, a Notary Public in and for said County and State, on this day personally appeared JAMES V. BLACKLOCK, Individually and as Independent Executor of the Estate of C. E. Stanley, Deceased, known to me to be the person whose name is subscribed to the foregoing instrument, and acknowledged to me that he executed the same for the purposes and consideration therein expressed, in the capacity therein stated and as the act and deed of said individual.

GIVEN UNDER MY HAND AND SEAL OF OFFICE this the 27 day of September, 1982.



Norman Griffin
Notary Public in and for Montgomery
County, Texas.
Printed name: Norman Griffin
Commission expires: 10/18/82

(Acknowledgment)

THE STATE OF TEXAS X
COUNTY OF MONTGOMERY X

BEFORE ME, the undersigned, a Notary Public in and for said County and State, on this day personally appeared LILLIAN V. STANLEY known to me to be the person whose name is subscribed to the foregoing instrument, and acknowledged to me that she executed same for the purposes and consideration therein expressed.

GIVEN UNDER MY HAND AND SEAL OF OFFICE this the 27 day of September, 1982.



Norman Griffin
Notary Public in and for Montgomery
County, Texas.
Printed name: Norman Griffin
Commission expires: 10/18/82

176-01-0242

160-01-0367

(Acknowledgment)

THE STATE OF TEXAS X

COUNTY OF MONTGOMERY X

BEFORE ME, the undersigned, a Notary Public in and for said County and State, on this day personally appeared MORIEL STANLEY BLACKLOCK, known to me to be the person whose name is subscribed to the foregoing instrument, and acknowledged to me that he executed same for the purposes and consideration therein expressed.

GIVEN UNDER MY HAND AND SEAL OF OFFICE this the 22 day of September, 1982.



Norman Griffin
Notary Public in and for Montgomery
County, Texas.
Printed name: Norman Griffin
Commission expires: 10/18/89

EXHIBIT "A"

30.800 ACRES OF LAND IN THE JOHN CORNER SURVEY, A-8, MONTGOMERY COUNTY, TEXAS, AND BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

BEGINNING at a 1/2" Iron Rod for the upper southwest corner of the herein described tract, and being S. 9° 43' 00" E., 3,642.14 feet from the northwest corner of that certain 867.45 acre tract described in Volume 236, Page 240 of the deed records of Montgomery County;

THENCE N. 9° 43' 00" W., with the west line of said 867.45 acre tract, a distance of 504.27 feet to a point for the lower northwest corner of the herein described tract;

THENCE N. 80° 17' 00" E., a distance of 488.60 feet to a point for an inner corner;

THENCE N. 9° 43' 00" W., a distance of 131.79 feet to a point in the 201' Contour Line of Lake Conroe, for the upper northwest corner of the herein described tract;

THENCE with said 201' Contour Line, the following courses;

N. 86° 51' E., 123.04 feet;

N. 56° 40' E., 346.3 feet;

N. 59° 42' E., 125.7 feet;

S. 83° 25' E., 238.5 feet;

S. 57° 20' E., 168.2 feet;

S. 36° 47' E., 115.7 feet;

S. 31° 26' E., 254.0 feet;

S. 47° 00' E., 303.4 feet;

S. 30° 27' E., 106.9 feet;

S. 17° 25' E., 286.5 feet;

S. 10° 04' E., 313.7 feet;

S. 19° 59' W., 147.8 feet and

S. 57° 16' W., 269.0 feet to a 1/2" Iron Rod for the lower southwest corner of the herein described tract;

THENCE N. 3° 13' 00" W., a distance of 712.97 feet to a 1/2" Iron Rod in the centerline of a 100 foot Road Easement, for an inner corner of the herein described tract;

THENCE S. 86° 47' 00" W., with said centerline, a distance of 1,577.57 feet to the place of BEGINNING, and containing 30.800 acres of land.

EXHIBIT "A"

BEING 25.000 acres of land in the JOHN CORNER SURVEY, A-8, Montgomery County, Texas, and being more particularly described as follows:

BEGINNING at a 1/2" iron rod for the northwest corner of the herein described tract, and being S 9° 43' E, 3.642.14 ft. from the northwest corner of that certain 867.45 acre tract described in Volume 236, Page 240, of the Deed Records of Montgomery County, Texas;

THENCE: N 86° 47' E, with the centerline of a 100 ft. road easement, a distance of 1,069.17 ft. to a 1/2" iron rod for the northeast corner of the herein described tract;

THENCE: S 31° 28' E, a distance of 871.11 ft. to a 1/2" iron rod at the shoreline of Lake Conroe for the southeast corner of the herein described tract;

THENCE: Westerly, with said shoreline the following courses:

S 57° 16' W, 49.10 ft.;
 S 18° 41' W, 219.5 ft.;
 S 34° 23' W, 75.50 ft.;
 S 70° 25' W, 81.50 ft.;
 N 84° 06' W, 129.1 ft.;
 N 65° 03' W, 179.6 ft.;
 N 75° 03' W, 280.1 ft.;
 N 44° 13' W, 145.9 ft.;
 N 73° 48' W, 178.0 ft.;
 S 87° 57' W, 155.5 ft.;
 N 70° 05' W, 206.2 ft. to a 1/2" iron rod in the west line of the afore-said 867.45 acre tract for the southwest corner of the herein described tract;

THENCE: N 9° 43' W, with said west line, a distance of 636.05 ft. to the Place of Beginning, and containing 25.000 acres of land.

Page 2 of 4

176-01-0245

160-01-0370

EXHIBIT "A"

BEING 5.265 acres of land in the JOHN CORNER SURVEY, A-3, Montgomery County, Texas, out of a 30.265 acre tract, said 5.265 acres being more particularly described by metes and bounds as follows:

BEGINNING at a 1/2" iron rod in the centerline of a one hundred (100) foot road easement for the northeast corner of said 30.265 acre tract;

THENCE: S 03° 13' E along the east line of said 30.265 acre tract, a distance of 712.97 ft. to a 1/2" iron rod in the 201 contour line of Lake Conroe for the southeast corner of said 30.265 acre tract;

THENCE: S 57° 16' W along said 201 foot contour line of Lake Conroe, a distance of 110.40 ft. to a point for corner;

THENCE: N 31° 28' W, a distance of 871.11 ft. to a 1/2" iron rod in the centerline of said one hundred (100) foot road easement and the north line of said 30.265 acre tract for a corner;

THENCE: S 86° 47' W with the centerline of said one hundred (100) foot road easement and the north line of said 30.265 acre tract, a distance of 508.40 ft. to the POINT OF BEGINNING and containing 5.265 acres of land.

Page 3 of 4

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Being 0.2903 acres of land out of a 7.644 acre tract in the John Corner Survey, A-8, Montgomery County, Texas, and said 0.2903 acres of land being more particularly described by metes and bounds as follows:

BEGINNING at a point in the 201 foot contour line of Lake Conroe for the northeast corner of said 7.644 acre tract;

THENCE S 09° 43' E, a distance of 131.79 feet to a point for a corner;

THENCE S 80° 17' W, a distance of 131.04 feet to a point for a corner;

THENCE N 21° 09' 33" E, a distance of 181.46 feet to a point in the 201 foot contour line of Lake Conroe;

THENCE S 63° 33' E along the 201 foot contour line, a distance of 39.40 feet to an angle point;

THENCE N 86° 51' E along the 201 foot contour line, a distance of 6.16 feet to the POINT OF BEGINNING and containing 0.2903 acres of land.

Being 0.8321 acres of land out of a 7.644 acre tract in the John Corner Survey, A-8, Montgomery County, Texas, and said 0.8321 acres of land being more particularly described by metes and bounds as follows:

BEGINNING at a point for the southwest corner of said 7.644 acre tract;

THENCE N 09° 43' W, a distance of 131.79 feet to a 1/2-inch iron rod in the East line of Walden Road for an angle point;

THENCE Northerly, along said east line with a curve to the left having a radius of 650.00 feet and a central angle of 13° 13' 21", a distance of 150.00 feet to a point for a corner;

THENCE S 50° 03' 50" E, a distance of 142.57 feet to a point of tangency for a curve to the left;

THENCE southeasterly with said curve to the left having a radius of 450.00 feet and a central angle of 25° 50' 08", a distance of 202.91 feet to a point for a corner;

THENCE S 80° 17' W, along the south line of said 7.644 acre tract, a distance of 245.79 feet to the POINT OF BEGINNING and containing 0.8321 acres of land.

176-01-0247

160-01-0371

ADDENDUM TO DECLARATION OF COVENANTS, CONDITIONS, RESTRICTIONS, RESERVATIONS, AND EASEMENTS - DEL LAGO ESTATES

This document is an Addendum to that one certain Declaration of Covenants, Conditions, Restrictions, Reservations, and Easements - Del Lago Estates entered into by and between M.P.B. EQUITIES, INC. and T.O.R. CORPORATION and approved by CHRIS RICHARDSON. In the event of conflict or inconsistency between this Addendum and that one certain Declaration of Covenants, Conditions, Restrictions, Reservations and Easements - Del Lago Estates, the terms and conditions of this Addendum shall control.

1. The undersigned, CHRIS RICHARDSON, joins in the execution thereof for the purposes of approving and does hereby approve the terms of the Declaration. The undersigned however does not in any manner subordinate its lien against the above-described property to any of the provisions contained therein.

STATE OF TEXAS
COUNTY OF MONTGOMERY
I hereby certify that this instrument was filed in File Number Sequence on the date and at the time stamped hereon by me, and was duly RECORDED in the official Public Records of Real Property of Montgomery County, Texas.

Chris Richardson
CHRIS RICHARDSON

OCT 6 1982

THE STATE OF TEXAS
COUNTY OF HARRIS



Roy Harris
COUNTY CLERK,
MONTGOMERY COUNTY, TEXAS

This instrument has been recorded more than once. Roy Harris, County Clerk Montgomery County, Texas

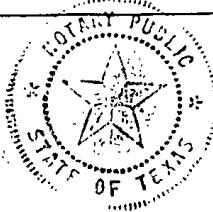
BEFORE ME, the undersigned authority, on this day personally appeared CHRIS RICHARDSON, known to me to be the person whose name is subscribed to the foregoing instrument and acknowledged to me that he executed the same for the purposes and consideration therein expressed.

GIVEN UNDER MY HAND AND SEAL OF OFFICE this the 27th day of September, 1982.

FILED FOR RECORD

1982 OCT -6 PM 2: 52

Roy Harris
My Commission Expires:
MONTGOMERY COUNTY, TEXAS



Carol Murray
Notary Public In and For
The State of T E X A S

Printed Name:
CAROL MURRAY
Notary Public for the State of Texas
My Commission Expires 6-23-84

STATE OF TEXAS
COUNTY OF MONTGOMERY
I hereby certify that this instrument was filed in File Number Sequence on the date and at the time stamped hereon by me, and was duly RECORDED in the official Public Records of Real Property of Montgomery County, Texas.

DEC 27 1982

FILED FOR RECORD

1982 DEC 27 AM 11: 16

Roy Harris
COUNTY CLERK,
MONTGOMERY COUNTY, TEXAS



Roy Harris
COUNTY CLERK,
MONTGOMERY COUNTY, TEXAS

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