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REAL ESTATE RECORDS 119

FIRST AMENDED AND  
RESTATED DECLARATION OF COVENANTS,  
CONDITIONS, ASSESSMENTS, CHARGES, SERVITUDES,  
LIENS, RESERVATIONS AND EASEMENTS  
FOR  
DEL LAGO ESTATES

Montgomery County, Texas

504-01-1992

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FIRST AMENDED AND RESTATED DECLARATION  
OF COVENANTS, CONDITIONS, ASSESSMENTS  
CHARGES, SERVITUDES, LIENS, RESERVATIONS  
AND EASEMENTS FOR DEL LAGO ESTATES

This First Amended and Restated Declaration of Covenants, Conditions, Assessments, Charges, Servitudes, Liens, Reservations and Easements is made as of the THIRD day of NOVEMBER, 1987, by the Members of Del Lago Estates Property Owners Association, a Texas non-profit corporation.

ARTICLE I

Recitals

Section 1.01. Previous Declaration. The (i) Declaration of Covenants, Conditions, Assessments, Charges, Servitudes, Liens, Reservations, and Easements for Del Lago Estates recorded in the Real Property Records of Montgomery County under Clerk Nos. 8258600 and 8244223, (ii) Addendum to Declaration of Covenants, Conditions, Assessments, Charges, Servitudes, Liens, Reservations and Easements--Del Lago Estates recorded in the Real Property Records of Montgomery County, Texas under Clerk Nos. 8244223 and 8258600, (iii) Reservation of Architectural Control of Del Lago Estates recorded in the Real Property Records of Montgomery County, Texas under Clerk Nos. 8244224 and 8258601, (iv) Addendum to Reservation of Architectural Control--Del Lago Estates filed in the Real Property Records of Montgomery County, Texas under Clerk Nos. 8244224 and 8258601, and (v) Declaration of Covenants, Conditions, Restrictions, Reservations and Easements for Del Lago Estates recorded in the Real Property Records of Montgomery County, Texas under Clerk Nos. 8244222 and 8258599 currently affect the Property. All of the foregoing instruments are hereinafter referred to as the "Previous Declaration".

Section 1.02. Amended and Restated Declaration. The Members of the Association have decided to amend and fully restate the Previous Declaration, and the Declaration set forth herein is an amendment and full restatement of the Previous Declaration.

ARTICLE II

General Provisions

Section 2.01. Definitions. The following words, phrases or terms when used in this Declaration (unless the context shall otherwise prohibit) shall have the following meanings:

(a) Association - A corporation organized under the Texas Non-Profit Corporation Act, known as Del Lago Estates Property Owners Association, its successors and assigns.

(b) Board - The Board of Directors of the Association.

(c) Common Property - Those portions of the Property, including, without limitation, streets, water plant reserve, sewer plant reserve, mineral reserve, unrestricted reserve, which are not designated by number as Lots on the Plat, any and all real and personal property and easements and other interests therein, together with the facilities and improvements located thereon, now or hereafter owned by the Association for the common use and enjoyment of the Owners, and any other property, real or personal, which may be owned by the Association for the use and enjoyment of the Members of the Association. The streets shown on the Plat have not been dedicated to the public and are private streets.

(d) Declaration - This First Amended and Restated Declaration of Covenants, Conditions, Assessments, Charges, Servitudes, Liens, Reservations and Easements, as the same may be amended at any time and from time to time as provided for herein.

(e) Improvement or Improvements - All buildings, structures, improvements, roof structures, parking areas, walkways, loading areas, trackage, fences, walls, hedges, mass plantings, poles, driveways, grading and site preparation work, concrete or asphalt pads, ponds, swimming pools, tennis courts, satellite dishes, signs, utility connections or installations, exterior illumination, changes in any exterior color or shape, boat slips, docks and similar improvements appurtenant to a lot contiguous to and/or on the lake, and any new exterior construction or exterior improvement that may not be included in any of the foregoing. Improvements include both original improvements and later alterations, modifications,

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changes and improvements. It does not include garden shrub or tree replacements or any other replacement or repair of any magnitude which ordinarily would be expensed in accounting practice and which does not change exterior colors or exterior appearances.

(f) Landscaped Easements - Any areas within the Property which may be established as landscaped areas and transferred to and accepted by the Association.

(g) Lot - Any one of those separate portions of the Property depicted as a separate Lot on the Plat.

(h) Member - The Owner of each Lot, who shall be a member of the Association as provided in Section 3.07 hereof.

(i) Mortgagee - A holder, insurer, or guarantor of any first deed of trust lien affecting any one or more Lots.

(j) Owner - A person, firm, corporation, partnership, association, trust or other legal entity or any combination thereof, who owns, of record, title to one or more Lots, excluding those having such interest merely as security for the performance of an obligation. In the event any Lot is subject to a ground lease for a term of more than 30 years, the Owner shall be deemed to be the ground lessee of such Lot.

(k) Plat - The subdivision plat filed for record in Cabinet D, Sheet 107A, Montgomery County Real Property Records. The Plat shows the separate Lots and the designated use of each Lot, as well as easements, reserves, streets, proposed roadways, other easement areas, and other features of the Subdivision, as may be amended at any time and from time to time as provided for herein.

(l) Property or Subdivision - The land described in the Previous Declaration, together with all improvements and structures thereon and all rights, easements and appurtenances thereto.

(m) Property Code - The Property Code of the State of Texas, as amended from time to time.

(n) Section 51.002 - Section 51.002 of the Property Code, and any successor statute.



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Section 2.02. Property Bound. From and after the date of recordation of the Previous Declaration in the Real Property Records of Montgomery County, the Property shall be subject to the terms of the Previous Declaration, as amended and restated hereby, and this Declaration shall run with, be for the benefit of, bind, and burden the Property.

Section 2.03. Owners and Association Bound. Each Owner and the Association shall comply strictly with the provisions of this Declaration, the Bylaws and the decisions and resolutions of the Board and the Association adopted pursuant hereto, as the same may be lawfully amended from time to time. Failure to comply with any of the same shall be grounds for an action to recover sums due for damages or for injunctive relief, or both, maintainable by the Association on behalf of the Owners, or in proper case, by an aggrieved Owner against another Owner or against the Association, and all other remedies at law, equity or provided herein.

Section 2.04. Establishment of Covenants, Conditions and Restrictions. The Association does hereby declare that those portions of the Property designated in the plat and herein as "Lots", shall be sold and transferred, conveyed and occupied subject to the covenants, conditions, restrictions, easements, development standards, and uses as hereinafter provided for, all of which shall be binding upon any and all parties having or acquiring any right, title and interest in such Lots. The portions of the Property to be so conveyed shall be designated as such in the deeds of conveyance thereof by reference to, and adoption of, this Declaration, together with any other additional covenants and restrictions which may be placed on any such Lot, but the failure to so designate any portion of the Subdivision as a Lot shall not limit the application of this Declaration to such portion of the Subdivision.

Section 2.05. Purpose of Restrictions. The purpose of this Declaration is to protect the Owners against the improper development and use of Lots within the Subdivision; to assure compatibility of design of Improvements within the Subdivision; to prevent the erection within the Subdivision of Improvements which are built or constructed of inferior or unsuitable materials; to secure and preserve an aesthetically pleasing environment; to provide for landscaping and the maintenance thereof; and in general to encourage construction of attractive, high quality, permanent improvements that will promote the general welfare of all Owners, while retaining for the Owners reasonable flexibility to respond to changing or unforeseen circumstances so as to alter permitted uses and control and maintain the first class quality and distinctive nature of the Subdivision.

Section 2.06. Amendments to Declaration. The restrictions, covenants, designations of uses and all other matters contained herein are expressly subject to change, modification, and/or deletion by means of amendment at any time and from time to time as provided herein, and no parties, other than the Association, shall ever attain any vested rights whatsoever in the contents of this Declaration or have any justification for reliance on any matter contained herein. Notwithstanding any other provision in this Declaration to the contrary, at such time as a Lot, or portion thereof, is conveyed, all restrictions, covenants, designations of uses, and all other matters contained in this Declaration shall be binding upon the Owner, its heirs, legal representatives, successors and assigns. This Declaration may be amended or changed in whole or in part at any time by an instrument executed by Owners owning two-thirds (2/3) of the Lots. Amendments to this Declaration shall become effective upon recordation in the Official Public Records of Real Property of Montgomery County, Texas, unless a later effective date is specified therein.

Section 2.07. Recordation of Declaration and Amendments. ~~This Declaration, and any amendment, modification or revision thereto,~~ shall not be effective until filed for record in the Official Public Records of Real Property of Montgomery County, Texas.

Section 2.08. Designation of Lots. Each Lot is identified by a number on the Plat. Every deed, lease, mortgage and other instrument may legally describe a Lot by its number, as shown on the Plat, followed by the words Del Lago Estates and by reference to the Plat.

ARTICLE III

Association

Section 3.01. The Association. The Owners have chartered a corporation, organized under the Texas Non-Profit Corporation Act, known as Del Lago Estates Property Owners Association, for the purposes of assuring compliance with the terms of this Declaration. The Association shall have a Board composed of three (3) members, who shall be Owners. The Bylaws of the Association shall specify the procedure for nomination and election of and the terms to be served by the respective Directors. The Board shall exercise the powers and duties of the Association for the benefit of the Subdivision and the Owners and shall pay the costs required to be paid from assessments levied as herein set forth. The Association, acting through its Board, shall have the power to enforce the covenants, conditions, restrictions, and all other terms contained in this Declaration,

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and, subject to the provisions set forth herein, shall also have the following powers:

(a) To amend, modify or delete any provision of this Declaration, pursuant to the terms hereof.

(b) To grant specific variances from the restrictions and obligations set forth herein, which variances the Board deems to be necessary and not inconsistent with the overall plan for development of the Subdivision.

(c) To enforce the obligations and covenants of any Owner as set forth herein.

The Association and the Board, shall never be under any obligation to enforce the covenants, conditions, restrictions and other terms of this Declaration, and any failure to so enforce shall never give rise to any liability whatsoever on the part of the Association or the Board.

Section 3.02. Powers of the Board. The Board shall have those powers enumerated herein and in the Bylaws of the Association so as to enable it to provide for maintenance of Common Property, maintenance of Landscaped Easements, and reasonable management of Association affairs.

Section 3.03. Additional Powers. The Association, to the extent the Board deems appropriate for Association purposes, shall have the power to own real and personal property, open bank accounts, contract for legal, accounting and other professional services, to retain employees, and to otherwise do that which it believes necessary or prudent to protect or defend the Common Property, the Association and Property from loss or damage and to carry out the terms of this Declaration or to conduct its business and affairs.

Section 3.04. Easements for Utilities. Easements for access, ingress, egress, installation, repairing, replacing, and maintaining all utilities serving the Subdivision or any portion thereof, including, but not limited to, gas, water, sanitary sewer, telephone and electricity, as well as storm drainage are reserved as shown on the Plat. It shall be expressly permissible for the Association or its designee, as the case may be, to install, repair, replace, and maintain or to authorize the installation, repairing, replacing, and maintaining of such wires, conduits, cables and other equipment related to the

providing of any such utility or service. Should any party furnishing any such utility or service request a specific license or easement by separate recordable document, the Board shall have the right to grant such easement.

Section 3.05. Easements for Common Property Maintenance. Perpetual non-exclusive easements for ingress and egress over, under, across, in and upon the Property are hereby declared, created and reserved for the benefit and use of the Association, its successors and assigns, agents and employees, to provide reasonable access to Common Property and to enter upon the Property for the purposes of performing the Common Property Maintenance required under Section 3.06.

Section 3.06. Association's Maintenance Obligations.

Section 3.06.1. Common Property. The Association shall be obligated to maintain, repair, replace and renew or cause to be maintained, repaired, replaced or renewed the Common Property in a clean, sightly, safe and first-class condition ("Common Property Maintenance"). Common Property Maintenance, to the extent not performed by a governmental authority or an Owner, shall include (i) the repair, replacement, renewal and cleaning of all lighting fixtures, signs, entrance monuments and markers, traffic control signals and signs; (ii) the mowing, watering, fertilizing, weeding, replanting and replacing of landscaping; (iii) the preservation of the water quality and visual attractiveness of the lake composing a part of the Common Property; and (iv) the maintenance of liability and casualty insurance on and with respect to, and the payment of ad valorem taxes assessed on the Common Property. Notwithstanding the foregoing, maintenance of the land within public utility easements shall be for the purpose of keeping such land in a clean and sightly condition. The Association shall repair or reconstruct the streets within the Subdivision as deemed necessary by the Board.

Section 3.06.2. Independent Contractors. The Board may engage, as an independent contractor, any responsible person it may select, to perform on behalf and as agent of the Association, the following functions:

- (i) the Common Property Maintenance;
- (ii) the calculation of the cost of Common Property Maintenance;

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- (iii) the calculation and rendition to the Owners of statements for the Common Property Maintenance assessments;
- (iv) the collection of the Common Property Maintenance assessments and the disbursement thereof to pay the costs of Common Maintenance; and
- (v) all other general duties and responsibilities fairly related to the foregoing functions and the duty and responsibilities of the Association set forth in this Declaration.

Section 3.07. Membership. The Owner of each Lot shall automatically be a Member of the Association. Membership shall be appurtenant to and may not be separated from the ownership of a Lot. Such membership shall terminate without any formal Association action whenever such person ceases to own a Lot, but such termination shall not relieve or release any such former Owner from any liability or obligation incurred under this Declaration or in connection with the Subdivision during the period of such ownership and membership of the Association, or impair any rights or remedies which the Board or others may have against such former Owner and Member arising out of or in any way connected with such ownership and membership and the covenants and obligations incident thereto.

Section 3.08. Voting Rights. The Association shall have one class of voting membership. Members shall be all Owners. Members shall be entitled to one vote for each Lot owned in the Subdivision. When more than one Owner holds an ownership interest in any Lot, the vote for such Lot shall be exercised as those Owners themselves determine and advise the Secretary of the Association prior to any meeting. In the absence of such advice, the Lot's vote shall be suspended in the event more than one Owner seeks to exercise it. All notice requirements and other matters relating to voting and other matters of the Association shall be as set forth in the Association Bylaws.

Section 3.09. Bylaws. The administration of the Property shall be governed by the Bylaws of the Association. An Owner of a Lot, upon becoming an Owner, shall be a member of the Association and shall remain a member for the period of his ownership. The Association shall be managed by the Board, duly appointed or elected, pursuant to the terms and conditions of the Bylaws.

## ARTICLE IV

Assessments

Section 4.01. Assessment Obligation. Each Owner, by acceptance of a deed or other instrument of conveyance therefor, whether or not it shall be so expressed in any such deed or other instrument of conveyance, shall be deemed to covenant and agree (and such covenant and agreement shall be deemed to constitute a portion of the consideration for acquisition of the Lot so as to have affected the purchase price), to pay to the Association the Annual and Special Assessments (as defined hereinafter), together with such interest thereon and costs of collection thereof as hereinafter provided (collectively the "Assessments"). The Assessments shall be a charge on the Lot and shall be a continuing lien upon each Lot against which each such Assessment is made and shall be the continuing obligation of the then existing Owner of such Lot at the time when the Assessment became due. No foreclosure of an Assessment lien shall free any Owner from the liens securing the Assessments thereafter becoming due and payable during his ownership, nor shall the personal obligation of the foreclosed Owner be extinguished by any foreclosure.

Section 4.02. Creation of Lien and Personal Obligation. In order to further secure the payment of the Assessments, each Owner, by acceptance of a deed or other instrument of conveyance therefor, shall be deemed to confirm and grant a vendor's (purchase money) lien, which shall exist upon and against each Lot and all Improvements thereon, for the benefit of the Association and all Owners, which lien shall be enforceable through appropriate judicial and non-judicial proceedings by the Association. As additional security for the payment of the Assessments, each Owner, by such party's acceptance of a deed or other instrument of conveyance therefor, hereby grants the Association a contractual lien on such Lot, which may be foreclosed on by non-judicial foreclosure and pursuant to the provisions of Section 51.002; and each Owner hereby grants the Association a power of sale in connection therewith.

Section 4.03. Purpose of Assessments. The Assessments levied by the Association shall be used exclusively for the purpose of promoting the recreation, health, safety, and welfare of the Owners and for carrying out the purposes of the Association as set forth in its Articles of Incorporation and in this Declaration. The principal purpose of the Assessment is to maintain the Common Property for the general benefit of the Owners. All sums collected from the Assessments shall be applied, as determined by the Board, so far as such sums are sufficient, toward the payment of construction costs, maintenance, repair, and operating expenses for any or all of the following general purposes related to the Subdivision: safety or

health projects, beautification or other aesthetic purposes, lighting, utilities, improving and maintaining streets and other public areas, removal of trash, rubbish and the like, employing policemen or other security personnel, mowing and caring for the Common Property, fogging for insect control, and any other purpose which the Board, in the exercise of its sole discretion, may consider to be of general benefit or use to the Owners and the occupants of the Lots, it being understood that the judgment of the Board, in the expenditure of said funds, when exercised in good faith, shall be final and conclusive, and that the Board, acting in its sole discretion in good faith, shall have the right, but not the obligation, to use the sums collected from the Assessments for any or all or none of the general purposes listed above. Without limiting the foregoing enumerated uses of sums collected from the Assessments, the Board in its sole discretion, may also use such sums for expenses incurred in collecting the Assessments and enforcing the lien securing the payment thereof, and for insurance, for such risks in such amounts and with such insurers as the Board may deem appropriate, to cover the operations and conduct of the Board in carrying out its duties and responsibilities under this Declaration. In no event shall the Board ever be liable to any Owners for the consequences of decisions made or actions taken by the Board in good faith.

SECTION 4.04. Annual Assessment. Every Owner of every Lot shall pay the Association an annual assessment ("Annual Assessment") to be determined by the Board. In determining the amount of the Annual Assessment for each Lot, the Board shall consider current maintenance costs, estimated increases of maintenance costs, and needs of the Association for that year.

Section 4.05. Special Assessments. In addition to the other assessments authorized herein, the Association may levy special assessments ("Special Assessments") in any year, for the purpose of defraying, in whole or in part, expenses of the Association, including the cost of construction or reconstruction and repair or replacement of the Common Property. So long as the total amount of Special Assessments allocable to each Lot does not exceed Five Hundred Dollars (\$500.00) in any one fiscal year, the Board may impose the Special Assessment. Any Special Assessment which would cause the amount of Special Assessments allocable to any Lot to exceed this limitation shall be effective only if approved by Owners owning two-thirds (2/3) of the Lots. Special Assessments shall be paid as determined by the Board, and the Board may permit Special Assessments to be paid in installments extending beyond the fiscal year in which the Special Assessment is imposed.

Section 4.06. Due Date and Uniform Rate of Assessments. The Assessments shall be paid at a uniform rate for all Lots in such manner and on such dates as may be fixed by the Board, which

may include, without limitation, acceleration, upon ten days' written notice, of any Assessment for those Owners who have failed to pay same when due. Unless otherwise provided, the Assessment shall be paid in annual installments.

Section 4.07. Owner's Personal Obligation for Payment of Assessments. The Assessments shall be the personal and individual debt of the Owner of a Lot covered by such Assessment and no Owner may exempt himself from liability for the Assessments. Any Assessments which are not paid when due shall be delinquent. Any Assessment delinquent for a period of more than ten (10) days shall incur a late charge in an amount as the Board may from time to time determine. The Association shall cause a notice of delinquency to be given to any Owner who has not paid within ten (10) days following the due date. If the Assessment is not paid within thirty (30) days after the effective date of such notice, the lien granted and created herein shall include the late charge, interest at the lesser of the rate of eighteen percent (18%) per annum or the maximum legal rate on the principal amount due, and all late charges from the date first due and payable, all costs of collection, reasonable attorney's fees actually incurred, and any other amounts provided or permitted by law. Suit to recover a money judgment for unpaid Assessments shall be maintainable without foreclosing or waiving the lien securing same. In the event that the Assessment remains unpaid after sixty (60) days, the Association may, as the Board shall determine, institute suit to collect such amounts and to foreclose the lien granted and created herein. All payments shall be applied first to costs and attorney's fees, then to late charges, then interest and then to delinquent Assessments.

Section 4.08. Assessment Lien and Foreclosure.

Section 4.08.1. Priority of Lien. All sums assessed in the manner provided for in this Declaration, together with late charges, interest, and the cost of collection including attorneys' fees, shall be secured by the lien granted and created herein on the Lot covered by such Assessment in favor of the Association. This lien shall be superior to all other liens and charges against said Lot, except for tax liens, and liens for all sums unpaid on a first deed of trust lien of record, whether or not recorded after this Declaration (which shall not include a deed of trust that secures a debt secured by a first deed of trust lien, including "wraparound" and "all inclusive" financing), which liens for such purposes shall be superior to the Assessment lien herein provided with the understanding that Assessments subsequent to a foreclosure of such a superior lien shall continue to bind the mortgaged property and be secured by an Assessment lien as herein provided. All other persons acquiring liens or encumbrances on any Lot after



this Declaration shall have been recorded shall be deemed to consent that such liens or encumbrances shall be inferior to future liens for Assessments, as provided herein, whether or not prior consent is specifically set forth in the instruments creating such liens or encumbrances. The Association shall have the power to subordinate the Assessment lien to any other lien, such power being entirely within the discretion of the Board.

Section 4.08.2. Notice of Lien. In addition to the right of the Association to enforce the Assessment or other charge levied hereunder, the Association may file a claim or lien against the Lot of the delinquent Owner by recording a notice ("Notice of Lien") in the Real Property Records of Montgomery County, Texas setting forth (a) the amount of the claim of delinquency, (b) the interest and costs of collection which have accrued thereon, (c) the legal description and street address of the Lot against which the lien is claimed and (d) the name of the Owner thereof. Such Notice of Lien shall be signed and acknowledged by an officer of the Association or other duly authorized agent of the Association. The lien shall continue until the amounts secured thereby and all subsequently accruing amounts are fully paid or otherwise satisfied. When all amounts claimed under the Notice of Lien and all other costs and assessments which may have accrued subsequent to the filing of the Notice of Lien have been fully paid or satisfied, the Association shall execute and record a notice releasing the lien upon payment by the Owner of a reasonable fee as fixed by the Board to cover the preparation and recordation of such release of lien instrument.

Section 4.08.3. Foreclosure. The Assessment lien may be enforced by foreclosure of the defaulting Owner's Lot by the Association. Any such foreclosure sale is to be conducted in accordance with the provisions applicable to the exercise of powers of sale, as set forth in Section 51.002 or in any manner permitted by law. Each Owner, by accepting a deed to his Lot or other instrument of conveyance therefor, expressly grants to the Association a power of sale, as set forth in Section 51.002, in connection with the Assessment lien. The Association shall, whenever it proceeds with non-judicial foreclosure pursuant to the provisions of Section 51.002 and said power of sale, designate in writing a Trustee to post or cause to be posted all required notices of such foreclosure sale and to conduct such foreclosure sale. The Trustee may be changed at any time and from time to time by the Association by means of a written instrument executed by one of the officers or any member of the Board and filed for record in the Real

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Property Records of Montgomery County, Texas. In any such foreclosure, the Owner shall be required to pay the costs and expenses of such proceedings, the costs and expenses for filing the notice or claim of lien and all reasonable attorney's fees. The Association shall have the power to bid at the foreclosure sale and acquire and hold, lease, mortgage and convey same.

Section 4.08.4. Tenancy. Following any such foreclosure, each occupant of any such Lot foreclosed on and each occupant of any improvements thereon shall be deemed to be a tenant at sufferance and may be removed from possession by any and all lawful means, including a judgment for possession in an action of forcible detainer and the issuance of writ of restitution thereunder.

Section 4.08.5. Amendments. It is the intent of the provisions of this Section 4.07 to comply with the provisions of Section 51.002 relating to non-judicial sales by power of sale and in the event of the amendment of Section 51.002 hereafter, one of the officers or any Member of the Board, acting without joinder of any other owner or mortgagee or other person may, by amendment to the Declaration, amend the provisions hereof so as to comply with said amendments to Section 51.002.

Section 4.08.6. Subrogation. Any encumbrancer holding a lien on a Lot may pay any unpaid Assessment payable with respect to such Lot, and upon such payment, such encumbrancer shall have a lien on such Lot for the amount paid of the same rank as the lien of his encumbrance.

Section 4.09. Statement of Assessments. Upon the written request of any Owner or any encumbrancer or prospective encumbrancer of a Lot, the Association, by its Board, shall issue a written statement setting forth the unpaid Assessments, if any, with respect to the subject Lot, the amount of the current Assessments, the date of such Assessment and the due date, credit for advance payments or for prepaid items, including, but not limited to, insurance premiums, which shall be conclusive upon the Association in favor of all persons who rely thereon in good faith. Unless such request for a statement of indebtedness shall be complied with within twenty (20) days, all unpaid Assessments which become due prior to the date of making such request shall be subordinate to the lien of the person requesting such statement.

ARTICLE V

Architectural Control Standards

Section 5.01. Designation of Committee. The Association shall have an Architectural Control Committee which shall consist of three (3) members who shall be natural persons, and who shall be appointed by the Board when the Board, in its sole discretion, deems such Committee to be necessary. Until the appointment of the members of the Architectural Control Committee, the members of the Board shall serve as the members of the Architectural Control Committee. The Board shall have the exclusive right and power from time to time to create and fill vacancies on the Architectural Control Committee and to remove such members with or without cause. The term "Board" as used hereinbelow in this Article V shall mean or refer to the Architectural Control Committee (if and when such Committee has been appointed).

Section 5.02 Architectural Approval. No Improvement shall be commenced, erected, placed, maintained or permitted to remain, or changes made in the design or exterior appearance thereof, or any addition or exterior alteration made thereto or demolition or destruction by voluntary action made thereto after original construction on any portion of the Subdivision until plans and specifications in such form and detail as the Board may deem necessary shall be submitted and approved in writing by the Board. The authority to grant or withhold architectural control approval is vested and shall be exercised by the Board. The Board shall be allowed to employ professional consultants to assist it in discharging its duties pursuant to this section and shall have the right to charge any applicant a reasonable fee to defray its cost of reviewing such plans and specifications. The decision of the Board shall be final, conclusive and binding upon the applicant.

Section 5.03. Content of Plans and Specifications. Unless waived in writing by the Board, two sets of plans and specifications prepared by a licensed architect shall be submitted for approval prior to commencement of construction (initial or alterations) of any Improvement. Plans and specifications to be submitted and approved shall include, at a minimum, the following:

- (a) A topographical plot showing two foot contour grades and showing the location of all improvements, structures, walks, patios, driveways, fences and walls. Existing and finished grades shall be shown at Lot corners and at corners of proposed Improvements. Lot drainage provisions shall be indicated as well as cut and fill details if any appreciable change in the Lot contour is contemplated.

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- (b) Exterior materials, colors, textures and shapes.
- (c) Structural design, including soil test information.
- (d) Landscaping plan, including walkways, fences and walls, elevation changes, watering systems, vegetation and ground cover.
- (e) Parking area and driveway sizes.
- (f) Screening, including size, location and method.
- (g) Utility connections.
- (h) Exterior illumination, including location and method.
- (i) Fire protection system, if any, to be provided.
- (j) Trash container storage locations and related screening.
- (k) Such other matters as may be required by the Board.

Section 5.04. Rules and Regulations. The Board shall promulgate such rules and regulations as it, in its sole discretion, deems proper to govern the submission of plans and specifications, including a requirement of design submission in phases, as well as format and content. A copy of such rules and regulations shall be made available to all Owners upon request. Such rules and regulations may be amended at any time and from time to time as the Board may see fit, provided, however, that once final approval has been given, no subsequent change in rules or regulations shall affect such approval.

Section 5.05. Basis of Approval. Approval of plans and specifications shall be based, among other things, on adequacy of site dimensions, conformity and harmony of external design and of location with neighboring structures and sites, relation of finish grades and elevation to neighboring sites, and conformity to both the specific and general intent of the restrictions and covenants set forth herein. If plans and specifications are not sufficiently complete or are otherwise inadequate, the Board may reject them totally or may approve or disapprove part, conditionally or unconditionally, and reject the balance.

Section 5.06. Failure of Board to Act. Approval or disapproval as to architectural control matters as set forth herein shall be in writing. In the event that the Board fails to approve or disapprove plans or specifications or to reject them as being inadequate within forty-five (45) days after submission thereof, it shall be conclusively presumed that the Board has approved such plans and specifications, provided, however, that the Board shall have no right or power either by action or failure to act, to waive or grant any variances specifically reserved to the Association in this Declaration.

Section 5.07. Limitation of Liability. Neither the Association, the Board, nor any of the Members shall be liable in damages or otherwise to anyone submitting plans and specifications for approval or to any Owner affected by reason of mistake of judgment, negligence, or nonfeasance arising out of or in connection with the approval or disapproval or failure to approve or disapprove any plans or specifications.

Section 5.08. Effect of Approval. The granting of the aforesaid approval (whether in writing or by lapse of time) shall constitute only an expression of opinion by the Board that the terms and provisions hereof shall be complied with if the Improvements are erected in accordance with said plans and specifications and plot plan; and such approval shall not constitute any nature of waiver or estoppel either as to the persons expressing such approval or any other person in the event that such Improvements are not constructed in accordance with such plans and specifications and plot plan or in the event that such Improvements are constructed in accordance with such plans and specifications and plot plan, but, nevertheless, fail to comply with the provisions hereof.

Section 5.09. Variances. The Board may authorize variances from compliance with any of the provisions of this Declaration or minimum acceptable construction standards or regulations and requirements as promulgated from time to time by the Board, when circumstances such as topography, natural obstructions, hardship, aesthetic or environmental considerations may require a variance. Such variances must be evidenced in writing and shall become effective when signed by at least a majority of the members of the Board. If such variances are granted, no violation of the provisions of this Declaration shall be deemed to have occurred with respect to the matter for which the variance is granted; provided, however, that the granting of a variance shall not operate to waive any of the provisions of this Declaration for any purpose except as to the particular property and particular provisions hereof covered by the variance, nor shall the granting of any variance affect in any way the Owner's obligation to comply with all governmental laws and regulations affecting the property concerned and the Plat.

Section 5.10. Notices of Completion and Noncompliance.

Each Owner shall send a written notice of the completion ("Notice of Completion") of such Owner's construction of Improvements to the Board within fifteen (15) days after completion of such Owner's construction. If, as a result of inspections or otherwise, the Board finds that any construction has been done without obtaining the approval of the Board or was not done in conformity with the approved plans and specifications and plot plan, the Board shall notify the Owner in writing of the noncompliance, which notice ("Notice of Noncompliance") shall be given, in any event, within sixty (60) days after the Board receives a Notice of Completion. The Notice of Noncompliance shall specify the particulars of the noncompliance and shall require the Owner to take such action as may be necessary to remedy the noncompliance. If for any reason other than Owner's act or neglect, the Board fails to notify the Owner of any noncompliance within sixty (60) days after receipt by the Board of the Notice of Completion, the Improvements constructed by such Owner on the Lot shall be deemed in compliance if such Improvements were, in fact, completed as of the date of the Notice of Completion. If, however, the Board issues a Notice of Noncompliance, the Owner shall commence to correct the noncompliance without delay. If the Owner does not correct the noncompliance within forty-five (45) days after receipt of the Notice of Non-compliance or commence, within ten (10) days after receipt of the Notice of Noncompliance, the correction of such noncompliance in the case of a noncompliance which cannot reasonably be expected to be corrected within forty-five (45) days (provided that such Owner diligently continues the removal of such noncompliance) the Board may, at its option, record a Notice of Noncompliance against the Lot on which the noncompliance exists, and/or may otherwise correct such noncompliance, and the Owner shall reimburse the Association, upon demand, for all expenses incurred therewith, which reimbursement obligation shall be a charge on such Owner's Lot and shall be a continuing lien (secured by the same lien which secures the Assessments). The right of the Board to remedy or remove any noncompliance shall be in addition to all other rights and remedies which the Board may have at law, in equity, or under this Declaration to cure such noncompliance.

Section 5.11. Disclaimer. No approval of plans and specification and no publication or designation of architectural standards shall ever be construed as representing or implying that such plans, specifications or standards will result in a properly designed structure or satisfy any legal requirements.

Section 5.12. Appeal to Association Board. If the Board denies or refuses approval of the proposed Improvement or modification to Improvements on any Lot, or if the Board gives any Notice of Non-Compliance, the Owner may appeal to the Board

by giving written notice of such appeal to the Association and the Board within twenty (20) days after such denial or refusal or receipt of the Notice of Non-Compliance by the Owner, as applicable. The Board shall hear the appeal with reasonable promptness after reasonable notice of such hearing to the Owner and shall decide, with reasonable promptness, whether or not the proposed Improvements or modification of Improvements on a Lot shall be approved or whether or not there has been such non-compliance and, if so, the nature thereof and the estimated cost of correcting or removing the same, as applicable. The decision of the Board shall be final and binding on all persons.

Section 5.13. Non-Liability For Board Action. No member of the Board shall be liable for any loss, damage or injury arising out of in any way connected with the performance of the duties of the Board unless due to the willful misconduct or bad faith of the party to be held liable. In reviewing any manner, the Board shall not be responsible for reviewing, nor shall its approval of an Improvement or modification to an Improvement on a Lot be deemed approval of the Improvement or modification of the Improvement from the standpoint of safety, whether structural or otherwise, or performance of building codes or other governmental laws or regulations.

#### ARTICLE VI

##### Protective Covenants

Section 6.01. Designation of Permitted and Prohibited Uses. The Board may, from time to time, without consent of the Members, promulgate, modify, or delete rules and regulations applicable to the use of the Lots and the Common Property to aid in the implementation of this Declaration. Such rules and regulations shall be binding upon all Owners and occupants until and unless overruled, cancelled, or modified in a regular or special meeting by the vote of Owners holding a majority of the total votes in the Association. The following use restrictions shall apply to all of the Property:

Section 6.01.1. Use of Lots. All Lots shall be used for single-family residential purposes exclusively. No Lot shall be used for business, education, manufacturing, commercial or professional purposes of any kind. Leasing of a Lot for single family residential use shall not be considered a business or business activity.

Section 6.01.2. Residential Dwelling.

(a) Except as may be provided otherwise herein, nothing shall be erected, altered or

permitted to remain on any Lot other than (i) one single-family residential dwelling not to exceed two stories in height, (ii) a private garage (or other covered parking facility) for not more than four automobiles, (iii) one boat house not to exceed one story in height and thirty-two feet in width and (iv) other bona fide servant's quarters; provided, however, that the servant's quarters structure will not exceed the main dwelling in height or number of stories.

(b) The living area of the main residential structure (exclusive of porches, whether open or screened, garage or other car parking facility, terraces, driveways and servant's quarters) shall be not less than 1,600 square feet for a one-story dwelling; 1,700 square feet for a two-story dwelling, with a minimum of 1,000 square feet thereof on the first floor.

(c) As used herein, the term "residential dwelling" shall be construed to exclude any structure of a temporary character, trailer, camper, camper trailer, motor vehicle, recreational vehicle, tent, shack, garage, barn, mobile home, double-wide mobile home, modular home, house trailer, duplex house, garage apartment, apartment house, rooming or boarding house, treehouse, or other outbuilding on the Property at any time, except, however, with the Board's prior written approval, temporary structures may be erected for use in connection with the repair or rebuilding of Improvements on a Lot.

(d) The exterior of every residential structure shall be composed of not less than seventy-five percent (75%) stone, brick or comparable quality masonry material facing, as may be approved in writing by the Board, exclusive of all doorways, windows, balconies and other openings.

(e) Residential structures shall be built in place and no Improvement of any kind or character shall ever be moved onto any Lot within the Property.

Section 6.01.3. Construction Standards.

(a) Owner, during construction of a residence, is required to continuously keep the Lot in



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a reasonably clean and organized condition. Papers, rubbish, trash, scrap, and unuseable building materials are to be kept picked up and hauled from the Subdivision. Other useable building materials are to be kept stacked and organized in a reasonable manner. No burning is allowed on the Lot and no materials or trash hauled from the Lot may be placed elsewhere in the Subdivision.

(b) No excavation shall be made except in conjunction with construction of any Improvement. When such Improvement is completed, all exposed openings shall be back filled and graded.

(c) Once commenced, all construction shall be diligently pursued to completion and no construction may be left in a partially finished condition any longer than reasonably necessary.

Section 6.01.4. Location of Improvements on Lot.

(a) No Improvements shall be located on any Lot nearer to a Lot line than a fifteen (15) foot minimum building set-back line nor upon or within any portion of any easement. For the purposes of this Section and other provisions of this Declaration, the "Lot line" is the common boundary of any Lots as set forth on the Plat.

(b) The Board reserves the right to grant exceptions to the foregoing set back lines which will not be inconsistent with the overall plan for development of the Subdivision.

(c) The following Improvements are expressly excluded from this Section 6.01.4:

(i) Structures below and covered by the ground;

(ii) Steps, walks, driveways, and curbing;

(iii) Planters, walls, fences or hedges, not to exceed four (4) feet in height;

(iv) Landscaping; and

(v) Any other improvement approved in writing by the Board.

(d) All houses built in this Subdivision shall face Lake Conroe unless a deviation is approved by the Board.

Section 6.01.5. Residential Foundation Requirements. Minimum finished slab elevation for all structures on Lots shall be at such level as may be established by the appropriate governmental authorities of Montgomery County, Texas. In no case will a slab for such a structure be lower than eighteen (18) inches above natural ground.

Section 6.01.6. Signs. No sign of any kind shall be erected by an Owner within the Subdivision without the written consent of the Board. The Board shall have the right to erect reasonable and appropriate signs.

Section 6.01.7. Vehicles. Motorcycles, motorbikes, go-karts, golf carts, motor scooters, three wheel vehicles and off-road vehicles or other similar vehicles shall not be operated within the Subdivision except for the purpose of transportation directly from an Owner's garage to a point outside the Subdivision, or from a point outside the Subdivision directly to an Owner's garage.

Section 6.01.8. Leasing. Lots may be leased for residential purposes. No Owner shall be permitted to lease his Lot for hotel or transient purposes, which for purposes of this Section is defined as a period of less than thirty (30) days. No Owner shall be permitted to lease less than the entire Lot. Every such lease shall be in writing. Every such lease shall provide that the lessee shall be bound by and subject to all of the obligations under the Declaration and of the Owner making such lease, and failure to do so shall be a default thereunder. The Owner making such lease shall not be relieved from any of said obligations.

Section 6.01.9. Occupants Bound. All provisions of the Declaration and of any rules and regulations or use restrictions promulgated, which govern the conduct of Owners and which provide for sanctions against Owners, shall also apply to all guests, invitees and occupants of any Lot.

Section 6.01.10. Animals and Pets. No animals, livestock, or poultry of any kind may be raised, bred, kept, or permitted on any Lot, with the exception of dogs, cats, or other usual and common household pets in reasonable number, as determined by the Board; provided, however, those

pets which are permitted to roam free, or, in the sole discretion of the Board, endanger the health, make objectionable noise, or constitute a nuisance or inconvenience to the Owners of other Lots may be removed by the Board. As used in this Section, "reasonable number" shall ordinarily mean no more than two (2) pets per household; provided, however, the Board may determine a reasonable number to be more or less, and the Board may limit the size and weight of any household pets allowed. No pets shall be kept, bred, or maintained for any commercial purpose. Dogs which are household pets shall at all times whenever they are outside the Owner's Lot be confined on a leash. Without prejudice, to the Board's right to remove any such household pets, no household pet that has caused damage or injury may be walked in the Subdivision.

Section 6.01.11. Unsightly or Unkempt Conditions.

(a) It shall be the responsibility of each Owner to prevent the development of any unclean, unhealthy, unsightly, or unkempt condition of his or her Lot. No Lot shall be used, in whole or in part, for the storage of any property or thing that will cause such Lot to appear to be in an unclear or untidy condition or that will be obnoxious to the eye; nor shall any substance, thing, or material be kept upon any Lot that will emit foul or obnoxious odors or that will cause any noise or other condition that will or might disturb the peace, quiet, safety, comfort, or serenity of the occupants of surrounding property. No obnoxious or offensive activity shall be carried on upon any Lot, nor shall anything be done thereon tending to cause embarrassment, discomfort, annoyance, or nuisance to any person using any property adjacent to the Lot. There shall not be maintained any plants or animals or device or thing of any sort whose activities or existence in any way is obnoxious, dangerous, unsightly, unpleasant, or of a nature as may diminish or destroy the enjoyment of the Subdivision.

(b) The pursuit of hobbies or other activities, including specifically, without limiting the generality of the foregoing, the assembly and disassembly of motor vehicles

and other mechanical devices, which might tend to cause disorderly, unsightly, or unkempt conditions, shall not be pursued or undertaken in any part of the Property.

(c) All Lots shall be kept at all times in a sanitary, healthful and attractive condition, and each Owner shall keep all weeds and grass thereon cut and shall in no event use any Lot for storage of material or equipment except for normal residential requirements or incident to construction of Improvements thereon as herein permitted, or permit the accumulation of garbage, trash or rubbish of any kind thereon, and shall not burn any garbage, trash or rubbish.

(d) Without limiting the generality of of the foregoing, no exterior speakers, horns, whistles, bells or other sound devices (other than security devices used exclusively for security purposes), noisy or smokey vehicles, large power equipment or large power tools, unlicensed off-road motor vehicles or items which may unreasonably interfere with television or radio reception of any Owner, shall be located, used or placed on any portion of the Property or exposed to the view of other Owners without the prior written approval of the Board.

(e) No trash, materials, or dirt is allowed in the street or street gutter. Each Owner shall keep the street and street gutter adjacent to his Lot free from trash, materials, and dirt. Any such trash, materials, or dirt inadvertently spilling or getting into the street or gutter shall be removed, without delay, not less frequently than daily.

(f) An Owner may not enter onto a Lot adjacent to the Lot upon which he is building for purposes of ingress and egress to his Lot during or after construction, unless such adjacent Lot is also owned by such Owner.

Section 6.01.12. Antennas. No exterior antennas of any kind shall be placed, allowed, or maintained upon any portion of the Subdivision, including any Lot, without the prior written consent of the Board or its designee, except

that an Owner may erect an antenna on his dwelling roof so long as such antenna does not extend more than six (6) feet above the highest part of the roof.

Section 6.01.13. Gardens, Play Equipment and Pools. Ornamental plants and shrubbery (and only ornamental plants and shrubbery) may be planted on the Lot. All other planting may be done only with the prior written approval of the Board or in accordance with the guidelines previously established by the Board. Any vegetable garden, hammocks, statuary, play equipment, or pools must be located in accordance with the rules and regulations promulgated by the Board.

Section 6.01.14. Tree Removal. No trees which are on the Lot shall be removed without the express consent of the Board, except for diseased or dead trees and trees needing to be removed to promote the growth of other trees.

Section 6.01.15. Exterior Illumination. All exterior lighting shall be designed, erected, altered and maintained in accordance with plans and specifications submitted to and approved in writing by the Board. Lighting shall be compatible and harmonious throughout the Subdivision. Exterior illumination shall be from a non-apparent source and designed so as to avoid glare or light intrusion into a street or adjacent property.

Section 6.01.16. Drainage.

(a) Catch basins and drainage areas are for the purpose of natural flow of water only. No obstructions or debris shall be placed in these areas. No Owner may obstruct or rechannel the drainage flows after installation of drainage swales, storm sewers, or storm drains.

(b) Each Owner will not interfere with the established drainage pattern over his Lot from adjoining or other Lots in the Subdivision and will make adequate provisions for property drainage in the event it becomes necessary to change the established drainage over his Lot. For the purposes hereof, "established drainage" is defined as the drainage which existed at the time that the overall grading of the Subdivision, including landscaping of any Lot, was deemed completed by the Board.

Section 6.01.17. Site Distance at Intersections. All Lots at street intersections shall be so landscaped as to permit safe sight across the street corners. No fence,

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wall, hedge, or shrub planting shall be placed or permitted to remain at the corner of a Lot where this would create a traffic or sight problem.

Section 6.01.18. Clotheslines, Garbage Cans, Woodpiles, Etc. All clotheslines, garbage cans, wood piles, and other similar items shall be located or screened so as to be concealed from view of neighboring Lots, streets, and property located adjacent to the Lot. All rubbish, trash, and garbage shall be regularly removed from the Lot and shall not be allowed to accumulate thereon.

Section 6.01.19. Subdivision of Lot.

(a) No Lot shall be subdivided or its boundary lines changed except with the prior written approval of the Association, or as set forth below.

(b) Any Owner of one or more adjoining Lots may consolidate such Lots or portions into one building site, with the privilege of placing or constructing Improvements on such resulting site, in which case side set-back lines shall be measured from resulting side property lines rather than from the Lot lines as indicated on the Plat. Provided, however, any modification of a building site, whether as to size or configuration, may be made only with the prior written approval of the Board. Upon receipt of written approval of the Board, such composite building site shall thereupon be registered as a "Lot" for all purposes hereunder.

Section 6.01.20. Firearms. The use of firearms within the Property is prohibited. The term "firearms" includes, without limitation, "B-B" guns, pellet guns, rifles, shotguns, any bow and arrow, small firearms of all types, and any other device capable of killing or injuring.

Section 6.01.21. Solar Devices. No artificial or man-made device which is designed or used for collection of or heating by solar energy or other similar purposes shall be placed, allowed, or maintained upon any portion of the Subdivision, including any Lot, without the prior written consent of the Board.

Section 6.01.22. Fences. No fence or fencing type barrier of any kind shall be placed, erected, allowed, or maintained upon any portion of the Subdivision, including any Lot, without the prior written consent of the Board.

The Board may issue guidelines detailing acceptable fence styles or specifications, but in no event may a chain link fence or hog wire fence be approved.

Section 6.01.23. Exterior Colors. The exterior of all improvements, including, without limitation, residences, constructed, erected, allowed, or maintained upon any Lot must be painted or repainted in a color approved by the Board.

Section 6.01.24. Parking and Storage. No Owner shall park, store or keep any vehicle or boat, except wholly within the Owner's garage. No Owner shall park, store or keep within or adjoining the Property any large commercial-type vehicle (dump truck cement-mixer truck, oil or gas truck, delivery truck and any other vehicle equipment, mobile or otherwise, deemed to be a nuisance by the Board), or any recreational vehicles (camper unit, motor home, truck, trailer, boat, mobile home, double-wide mobile home, house trailer or other similar vehicle deemed to be a nuisance by the Board). No Owner shall conduct repairs or restorations of any motor vehicle, boat, trailer, aircraft or other vehicle upon any portion of the Property, except wholly within the Owner's garage.

Section 6.01.25. Swimming Pool. No swimming pool may be constructed on any Lot without the prior written approval of the Board. Each application made to the Board shall be accompanied by two sets of plans and specifications for the proposed swimming pool construction to be done on such Lot including a plot plan showing the location of the swimming pool and all other improvements and dimensions of same plus a plumbing and excavation disposal plan. The Board's approval or disapproval of such swimming pool shall be made in the same manner as described in Article 5 hereof for other Improvements.

Section 6.01.26. Control of Sewerage Effluent. No outside toilets will be permitted, and no installation of any type of device for disposal of sewage shall be allowed which would result in raw or untreated or unsanitary sewage being carried into streets or into any body of water. No septic tank or other means of sewage disposal will be permitted.

Section 6.01.27. Storage of Automobiles, Trailers, and Other Vehicles. No truck, trailer, automobile, camper or other vehicle shall be stored, parked, or kept on any Lot, driveway, or in the street in front of the Lot unless such vehicle is in day to day use off the premises and such parking is only temporary, from day to day and not to exceed forty-eight (48) hours in duration; provided, however, that

nothing herein contained shall be construed to prohibit the storage of any unused vehicle in a covered and enclosed parking garage on any Lot. Also, without limitation, no automobile, truck, or other vehicle, regardless of ownership, age, condition, or appearance, shall remain on any Lot in any manner that could be construed as being stored, neglected, abandoned, or otherwise not in frequent use, except pursuant to written approval and authorization of the Board.

Section 6.01.28. Mineral Operations. No oil drilling, oil development operations, oil refining, or mining operations of any kind shall be permitted upon any Lot, nor shall any wells, tanks, tunnels, mineral excavations or shafts be permitted upon any Lot. No derrick or other structure designed for use in boring for oil or natural gas shall be erected, maintained or permitted on any Lot. At no time shall the drilling, usage or operation of any water well be permitted on any Lot.

Section 6.01.29. Damaged Residence. Any building or other improvement on a Lot that is destroyed partially or totally by fire, storm or any other means shall be repaired or demolished within a reasonable period of time, and the Lot restored to an orderly and attractive condition.

Section 6.01.30. Licensed Vehicles. Only licensed vehicles with licensed operators will be permitted on the public streets.

Section 6.01.31. Air Conditioning Requirement. No window or wall type air conditioning units shall be permitted to be used, erected, placed or maintained in or on any building in any part of the Property.

Section 6.01.32. Disposal Unit Requirement. Each kitchen in each dwelling or living quarters situated on any lot shall be equipped with a garbage disposal unit, which garbage disposal unit shall at all times be kept in a serviceable condition.

Section 6.01.33. Religious Use. No Lot shall be utilized either temporarily or permanently, as a church, temple, synagogue, mosque, religious meeting place, or any other use primarily for religious purposes.

Section 6.01.34. Mechanics' and Materialmen's Liens. No labor performed or materials furnished and incorporated on a Lot, notwithstanding the consent or request of the Owner, his agent, contractor or subcontractor, shall be the basis for filing of a lien against the Common Property owned



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by such other Owners or the Association. Each Owner shall indemnify and hold harmless each of the other Owners from and against all liability arising from the claim of any lien against the Lot of any other Owner or against the Common Property for construction performed or for labor, materials, services or other products incorporated in the Owner's Lot at such Owner's request.

Section 6.01.35. Statutory Violation. No Lot shall be maintained or utilized in such manner as to violate any statute, rule, regulation, ordinance or other law of any governmental entity, including but not limited to all rules and orders of the Texas Water Development Board, Texas Water Commission, any other federal, state or county regulatory agencies and all flood plain, industrial waste and other ordinances applicable to the Property.

Section 6.02. Utilities. All utilities and utility connections shall be located underground, including electrical and telephone cables and wires, except for "project-level" utilities to be constructed and installed by the appropriate utility company. Transformers and meters of all types, including electric, gas and other meters or apparatus, shall be adequately screened and/or landscaped as approved in writing by the Board.

#### ARTICLE VII

##### Maintenance

Section 7.01. Duty of Maintenance. Owners and occupants (including lessees) of any Lot shall jointly and severally have the duty and responsibility, at their sole cost and expense, to keep and maintain that Lot so owned or occupied, including, improvements, grounds and easement areas, in a well maintained, safe, clean and attractive condition at all times. Such maintenance shall include, but not be limited to:

- (a) Prompt removal of all litter, trash, refuse and waste.
- (b) Timely lawn mowing.
- (c) Proper tree and shrub pruning.
- (d) Watering.
- (e) Keeping appropriate exterior lighting and mechanical facilities in working order.
- (f) Keeping lawn and garden areas alive, free of weeds and attractive.

(g) Keeping parking areas, driveways and roads in good condition and repair.

(h) Complying with all governmental health and police requirements.

(i) Timely repainting of Improvements.

(j) Prompt repair of exterior damages and Improvements.

Section 7.02. Failure of Duties or Responsibilities. If, in the reasonable opinion of the Board, any such Owner or occupant has failed in any of the foregoing duties or responsibilities, the Board may give such person written notice of such failure and such person must within ten days after receiving such notice, perform the care and maintenance required. Should any such person fail to fulfill his duty and responsibility within such period, the Board shall have the right to authorize its agent or agents to enter on the premises and perform such care and maintenance without any liability whatsoever for damages for wrongful entry, trespass or otherwise to any persons. The Owners and occupants of the premises on which such work is performed shall be jointly and severally liable for the cost of such work and shall promptly reimburse the Association for such costs. If such Owner or occupant shall fail to reimburse the Association within ten (10) days after receipt of a statement for such work, said indebtedness shall be a debt of all persons jointly and severally and shall constitute a lien against the specific Lot on which said work was performed. Such lien shall have the attributes as the lien for assessments and special assessments as set forth herein, which provisions are incorporated herein by reference.

#### ARTICLE VIII

##### Insurance and Casualty Losses

Section 8.01. Coverage for Improvements. The Board or its duly authorized agent shall have the authority to and shall obtain insurance for all insurable Improvements on the Common Property. This insurance shall cover loss or damage by fire or other hazards, including extended coverage, vandalism, and malicious mischief and shall be in an amount sufficient to cover the full replacement cost of any repair or reconstruction in the event of damage or destruction from any such hazard. Alternatively, the Board may purchase "all-risk" coverage in like amounts.

Section 8.02. Public Liability. The Board shall obtain a public liability policy applicable to the Common Property covering the Association and its Members for all damage or injury

504-01-2025

caused by the negligence of the Association or any of its Members or agents, and, if reasonably available, Directors' and Officers' liability insurance. The public liability policy shall have a combined single limit of at least One Million Dollars (\$1,000,000.00).

Section 8.03. Expenses and Deductible. Premiums for all insurance shall be common expenses of the Association. The policies may contain a reasonable deductible, and the amount thereof shall be added to the face amount of the policy in determining whether the insurance at least equals the full replacement cost.

Section 8.04. Specific Requirements. All such insurance coverage obtained by the Board shall be written in the name of the Association, as trustee, for the respective benefitted parties, as further identified in subparagraph (b), below. Such insurance shall be governed by the provisions hereinafter set forth:

(a) All policies shall be written with a company licensed to do business in Texas and holding a rating of A-XI or better in the financial category as established by A. M. Best Company, Inc., if available, or, if not available, the closest equivalent rating.

(b) Exclusive authority to adjust losses under policies obtained by the Association shall be vested in the Board; provided, however, no Mortgagees having an interest in such losses may be prohibited from participating in the settlement negotiations, if any, related thereto.

(c) In no event shall the insurance coverage obtained and maintained by the Board hereunder be brought into contribution with insurance purchased by individual Owners, occupants, or their Mortgagees, and the insurance carried by the Association shall be primary.

(d) All casualty insurance policies shall have an inflation guard endorsement and an agreed amount endorsement if these are reasonably available and all insurance policies shall be reviewed annually by one or more qualified persons, at least one of whom must be in the real estate industry and familiar with construction in Montgomery County.

(e) The Board shall be required to make every reasonable effort to secure insurance policies that will provide for the following:

504-01-2026

(i) a waiver of subrogation by the insurer as to any claims against the Board, its manager, the Owners and their respective tenants, servants, agents, and guests;

(ii) a waiver by the insurer of its rights to repair and reconstruct instead of paying cash;

(iii) that no policy may be cancelled, invalidated, or suspended on account of any one or more individual Owners;

(iv) that no policy may be cancelled, invalidated, or suspended on account of any defect or the conduct of any Director, officer, or employee of the Association or its duly authorized manager without prior demand in writing delivered to the Association to cure the defect or to cease the conduct and the allowance of a reasonable time thereafter within which a cure may be effected by the Association, its manager, any Owner or Mortgagee;

(v) that any "other insurance" clause in any policy exclude individual Owners' policies from consideration; and

(vi) that no policy may be cancelled or substantially modified without at least ten (10) days' prior written notice to the Association.

Section 8.05. Additional Coverage. In addition to the other insurance required by this Section, the Board shall obtain worker's compensation insurance, if and to the extent necessary, to satisfy the requirements of applicable laws, and a fidelity bond or bonds on directors, officers, employees, and other persons handling or responsible for the Association's funds. The amount of fidelity coverage shall be determined in the Board's best business judgment. Bonds shall contain a waiver of all defenses based upon the exclusion of persons serving without compensation and may not be cancelled or substantially modified without at least ten (10) days' prior written notice to the Association.

Section 8.06. Damage and Destruction of Common Property.

Section 8.06.1. In General. Immediately after the damage or destruction by fire or other casualty to all or any portion of any Improvement on the Common Property covered by insurance written in the name of the Association, the Board or its duly authorized agent shall proceed with the filing and adjustment of all claims arising under such

insurance and obtain reliable and detailed estimates of the cost of repair or reconstruction of the damaged or destroyed property. Repair or reconstruction, as used in this paragraph, means repairing or restoring the property to substantially the same condition and location that existed prior to the fire or other casualty.

Section 8.06.2. Repair and Reconstruction. Any damage or destruction shall be repaired or reconstructed unless, within sixty (60) days after the casualty, at least seventy-five (75%) percent of the Owners otherwise agree. If for any reason either the amount of the insurance proceeds to be paid as a result of such damage or destruction, or reliable and detailed estimates of the cost of repair or reconstruction, or both, are not made available to the Association within such period, then the period shall be extended until such information shall be made available; provided, however, such extension shall not exceed sixty (60) days. No Mortgagee shall have the right to participate in the determination of whether damage or destruction shall be repaired or reconstructed.

Section 8.06.3. Application of Proceeds.

(a) If the damage or destruction for which the insurance proceeds are paid is to be repaired or reconstructed and such proceeds are not sufficient to defray the cost thereof, the Board shall, without the necessity of a vote of the Members, levy a special assessment against all Owners in proportion to the number of Lots owned by such Owners. Additional assessments may be made in like manner at any time during or following the completion of any repair or reconstruction. If the funds available from insurance exceed the costs of repair or reconstruction or if the Improvements are not repaired or reconstructed, such excess shall be deposited to the benefit of the Association.

(b) In the event that it should be determined by the Association in the manner described above that the damage or destruction shall not be repaired or reconstructed and no alternative Improvements are authorized, then and in that event the property shall be restored to its natural state and maintained as an undeveloped portion of the Common Property by the Association in a neat and attractive condition.

Section 8.07. Damage and Destruction of Lots. The damage or destruction by fire or other casualty to all or any portion of

any Improvement on a Lot shall be repaired by the Owner thereof within seventy-five (75) days after such damage or destruction or, where repairs cannot be completed within seventy-five (75) days, they shall be commenced within such period and shall be completed within a reasonable time thereafter. Alternatively, the Owner may elect to demolish all Improvements on the Lot and remove all debris therefrom within seventy-five (75) days after such damage or destruction. In the event of noncompliance with this provision, the Board shall have all enforcement powers specified in this Declaration.

#### ARTICLE IX

##### Miscellaneous

Section 9.01. Term. This Declaration and the covenants, conditions, assessments, restrictions, charges, servitudes, liens, reservations and easements set forth herein shall run with and bind all land within the Subdivision, and shall inure to the benefit of and be enforceable by the Association, and its successors and assigns, for a term of thirty-five (35) years from the date this Declaration is filed for record with the Clerk in charge of the Official Public Records of Real Property of Montgomery County, Texas, after which time it shall be automatically extended for successive periods of five (5) years until seventy-five (75) years from the date of such filing. This Declaration may be terminated at any time by seventy-five percent (75%) of the total eligible votes of the membership of the Association as set forth herein. Any such termination shall be filed for record in the Official Public Records of Real Property of Montgomery County, Texas.

Section 9.02 Severability. If any of the covenants, conditions or terms of this Declaration shall be found void or unenforceable for any reason whatsoever by any court of law or of equity, then every other covenant, condition, assessment, charge, servitude, lien, reservation, easement or term contained herein shall remain valid and binding.

Section 9.03. Omissions. In the event of the omission from this Declaration of any word, sentence, clause, provision or stipulation which shall be necessary for the accomplishment of the intent and purposes hereof, or any part hereof, then such omitted matters shall be supplied by inference.

Section 9.04. Disclaimer of Representations. The matters set forth in this Declaration constitute the only representations binding upon the Association and no party shall ever be justified in relying upon any representations as to the scope or nature or any other aspect of the Subdivision not expressly set forth in

this Declaration, including any advertising or promotional material conceptualizing the Subdivision.

Section 9.05. Condemnation. Whenever all or any part of the Common Property shall be taken (or conveyed in lieu of and under threat of condemnation by the Board, acting on its behalf or on the written direction of all Owners subject to the taking, if any) by any authority having the power of condemnation or eminent domain, the Association shall represent the Owners. The award made for such taking shall be payable to the Association as trustee for all Owners. The provisions of Section 8.06, applicable to the Common Property Improvements damage or destruction, shall govern replacement or restoration and the actions to be taken in the event that the Improvements are not restored or replaced.

Section 9.06. Captions: Singular, Plural and Gender. The section headings are intended for convenience only and shall not be construed with any substantive effect in this Declaration. Words used herein shall be deemed including singular and plural and any gender as the context requires.

Section 9.07. Designations of Roadways. The designations, locations and names of all roadways set forth in this Declaration and the Plat are for purposes of identification and convenience only and are expressly subject to change and revision at any time without the necessity of amending this Declaration.

Section 9.08. Conflict Between Declaration And Bylaws. Whenever the application of the provisions of this Declaration conflict with the application of any provision of the Bylaws adopted by the Association, the provisions or application of this Declaration shall prevail.

Section 9.09. Books and Records.

Section 9.09.1. Inspection by Members and Mortgagees. This Declaration, the Bylaws, copies of rules and use restrictions, membership register, books of account, and minutes of meetings of the members of the Board and of committees shall be made available for inspection and copying by any Member or by his duly appointed representative and by any Mortgagees at any reasonable time and for a purpose reasonably related to his interest as a Member or Mortgagee at the office of the Association or at such other reasonable place as the Board shall prescribe.

Section 9.09.2. Rules for Inspection. The Board shall establish reasonable rules with respect to:

- (i) notice to be given to the custodian of the records;
- (ii) hours and days of the week when such an inspection may be made; and
- (iii) payment of the cost of reproducing copies of documents

Section 9.09.3. Inspection by Directors. Every Director shall have the absolute right at any reasonable time to inspect all books, records, and documents of the Association and the physical properties owned or controlled by the Association. The right of inspection by a Director includes the right to make extra copies of documents at the reasonable expense of the Association.

Section 9.10. Audit. An audit of the accounts of the Association shall be made annually in the manner as the Board may decide; provided, however, after having received the Board's audit at the annual meeting, the Owners, by a majority vote, may require that the accounts of the Association be audited as a common expense by a public accountant. Upon written request of any Mortgagee and upon payment of all necessary costs, such Mortgagee shall be entitled to receive a copy of an audited financial statement within ninety (90) days of the date of the request.

Section 9.11. Governing Law. This Declaration is made in Montgomery County, Texas, and shall be governed by and enforced in accordance with the laws of the State of Texas. Any and all obligations performable hereunder, including, but not limited to, the obligation to pay annual and special assessments, are to be performed in Montgomery County, Texas.

Section 9.12. Notice. All notices, demands or other notices intended to be served upon an Owner shall be sent by ordinary or certified mail, postage prepaid, addressed in the name of such Owner in care of the Lot address of such Owner. All notices, demands or other notices intended to be served upon the Board or the Association, shall be sent by ordinary or certified mail, postage prepaid, to Del Lago Estates Property Owners Association, 18 LaJolla Circle, Conroe, Texas 77356, Attention: William T. Ouzts, until such address is changed by a notice of address change duly recorded in the Real Property Records of Montgomery County, Texas.

Section 9.13. Notice of Sale or Lease. In the event an Owner sells or leases his Lot, the Owner shall give to the Association, in writing, the name of the purchaser or lessee of the Lot and such other information as the Board may reasonably require.



504-01-2031

Section 9.14. Approval and Subordination. The undersigned (Owners and Board of Directors) join in the execution hereof for the purpose of approving the Declaration and for the purpose of subordinating to all of the provisions hereof, any interest, liens, security interest and any other rights which all or any of them now have or hereafter may have against the Property

IN WITNESS WHEREOF, all of the members of the Board have caused this instrument to be executed as of this the 3<sup>RD</sup> day of NOVEMBER, 1987, BUT TO BE EFFECTIVE as of the 27<sup>TH</sup> day of SEPTEMBER, 1982.

DEL LAGO ESTATES PROPERTY OWNERS ASSOCIATION

By: Chris Richardson  
Chris Richardson, Director

By: William T. Ouzts  
William T. Ouzts, Director

By: Michael S. Ramage  
Michael S. Ramage, Director

THE STATE OF TEXAS §  
COUNTY OF HARRIS §

This instrument was acknowledged before me on Dec. 21, 1987, by Chris Richardson, a member of the Board of Directors of Del Lago Estates Property Owners Association, a Texas non-profit corporation, on behalf of said corporation.

Leticia R. Kendrick  
Notary Public in and for the State of TEXAS

My Commission Expires:  
\_\_\_\_\_

Printed Name of Notary:









CONSENT OF PROPERTY OWNER

KESTER W. DENMAN, JR. and wife, MARY M. DENMAN, the owners of those certain Lots (as that term is defined in the attached and foregoing First Amended and Restated Declaration of Covenants, Conditions, Assessments, Charges, Servitudes, Liens, Reservations and Easements; hereinafter referred to as the "Declaration") listed adjacent to the signature line set forth below, hereby joins in the execution hereof for the purposes of (i) voting affirmatively for the adoption of the Declaration and (ii) ratifying and confirming the subordination of all right, title and interest of the undersigned in and to the Lots to the Declaration.

Kester W. Denman, Jr. Lot(s): 30  
KESTER W. DENMAN, JR.

Mary M. Denman  
MARY M. DENMAN

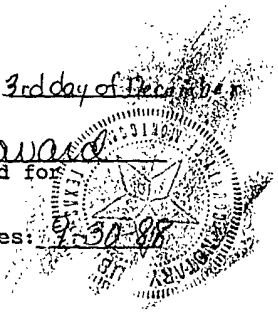
THE STATE OF TEXAS §  
§  
COUNTY OF HARRIS §

This instrument was acknowledged before me on 3rd day of December 1987, by KESTER W. DENMAN, JR.

(SEAL)

Joyce Howard  
Notary Public in and for  
The State of TEXAS

My Commission expires: 7-30-88



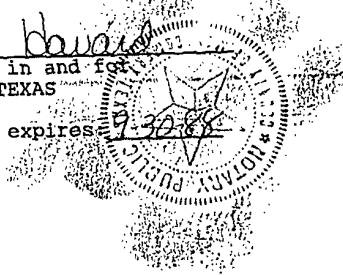
504-01-2036

THE STATE OF TEXAS     §  
                                  §  
COUNTY OF HARRIS     §

This instrument was acknowledged before me on 3rd day of December  
1987, by MARY M. DENMAN.

(SEAL)

Joyce Davis  
Notary Public in and for  
The State of TEXAS  
My Commission expires 9-30-89



CONSENT OF PROPERTY OWNER

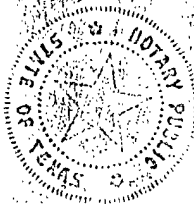
H. F. KEPLINGER, the owner of those certain Lots (as that term is defined in the attached and foregoing First Amended and Restated Declaration of Covenants, Conditions, Assessments, Charges, Servitudes, Liens, Reservations and Easements; hereinafter referred to as the "Declaration") listed adjacent to the signature line set forth below, hereby joins in the execution hereof for the purposes of (i) voting affirmatively for the adoption of the Declaration and (ii) ratifying and confirming the subordination of all right, title and interest of the undersigned in and to the Lots to the Declaration.

H. F. Keplinger Lot(s): 17  
H. F. KEPLINGER

THE STATE OF TEXAS §  
  §  
COUNTY OF HARRIS §

This instrument was acknowledged before me on Dec. 12,  
1987, by H. F. KEPLINGER.

(SEAL)



Betty M. M...  
Notary Public in and for  
The State of TEXAS

My Commission expires: 2/6/89

504-01-2038

CONSENT OF PROPERTY OWNER

RAOUL MOLINA, the owner of those certain Lots (as that term is defined in the attached and foregoing First Amended and Re-stated Declaration of Covenants, Conditions, Assessments, Charges, Servitudes, Liens, Reservations and Easements; hereinafter referred to as the "Declaration") listed adjacent to the signature line set forth below, hereby joins in the execution hereof for the purposes of (i) voting affirmatively for the adoption of the Declaration and (ii) ratifying and confirming the subordination of all right, title and interest of the undersigned in and to the Lots to the Declaration.

\_\_\_\_\_  
RAOUL MOLINA                      Lot(s): 10

THE STATE OF TEXAS        §  
   §  
COUNTY OF HARRIS        §

This instrument was acknowledged before me on \_\_\_\_\_,  
1987, by RAOUL MOLINA.

(SEAL)

\_\_\_\_\_  
Notary Public in and for  
The State of TEXAS

My Commission expires: \_\_\_\_\_



504-01-2039

CONSENT OF PROPERTY OWNER

DELCOM PROPERTIES, INC., the owner of those certain Lots (as that term is defined in the attached and foregoing First Amended and Restated Declaration of Covenants, Conditions, Assessments, Charges, Servitudes, Liens, Reservations and Easements; hereinafter referred to as the "Declaration") listed adjacent to the signature line set forth below, hereby joins in the execution hereof for the purposes of (i) voting affirmatively for the adoption of the Declaration and (ii) ratifying and confirming the subordination of all right, title and interest of the undersigned in and to the Lots to the Declaration.

DELCOM PROPERTIES, INC.

BY: \_\_\_\_\_ Lot(s): \_\_\_\_\_  
NAME: \_\_\_\_\_  
TITLE: \_\_\_\_\_

THE STATE OF TEXAS       §  
  §  
COUNTY OF \_\_\_\_\_ §

This instrument was acknowledged before me on \_\_\_\_\_, 1987, by \_\_\_\_\_ of DELCOM PROPERTIES, INC., a Texas corporation, on behalf of said corporation.

(SEAL)

\_\_\_\_\_  
Notary Public in and for  
The State of TEXAS

My Commission expires: \_\_\_\_\_



504-01-2041

CONSENT OF PROPERTY OWNER

WILLIAM T. OUZTS, the owner of those certain Lots (as that term is defined in the attached and foregoing First Amended and Restated Declaration of Covenants, Conditions, Assessments, Charges, Servitudes, Liens, Reservations and Easements; hereinafter referred to as the "Declaration") listed adjacent to the signature line set forth below, hereby joins in the execution hereof for the purposes of (i) voting affirmatively for the adoption of the Declaration and (ii) ratifying and confirming the subordination of all right, title and interest of the undersigned in and to the Lots to the Declaration.

William T. Ouzts Lot(s): 18  
WILLIAM T. OUZTS

THE STATE OF TEXAS       §  
  §  
COUNTY OF HARRIS       §

This instrument was acknowledged before me on NOVEMBER 4, 1987, by WILLIAM T. OUZTS.

(SEAL)



Karen S. Feerer  
Notary Public in and for  
The State of TEXAS

My Commission expires: 4-8-89



CONSENT OF PROPERTY OWNER

R. M. STRAUSS, TRUSTEE, the owner of those certain Lots (as that term is defined in the attached and foregoing First Amended and Restated Declaration of Covenants, Conditions, Assessments, Charges, Servitudes, Liens, Reservations and Easements; hereinafter referred to as the "Declaration") listed adjacent to the signature line set forth below, hereby joins in the execution hereof for the purposes of (i) voting affirmatively for the adoption of the Declaration and (ii) ratifying and confirming the subordination of all right, title and interest of the undersigned in and to the Lots to the Declaration.

\_\_\_\_\_  
R. M. STRAUSS, TRUSTEE Lot(s): 1-9

THE STATE OF TEXAS        §  
                                  §  
COUNTY OF \_\_\_\_\_    §

This instrument was acknowledged before me on \_\_\_\_\_,  
1987, by R. M. STRAUSS, as Trustee of \_\_\_\_\_.

(SEAL)

\_\_\_\_\_  
Notary Public in and for  
The State of TEXAS  
My Commission expires: \_\_\_\_\_





504-01-2046

CONSENT OF PROPERTY OWNER

WASHINGTON FEDERAL SAVINGS BANK, the owner of those certain Lots (as that term is defined in the attached and foregoing First Amended and Restated Declaration of Covenants, Conditions, Assessments, Charges, Servitudes, Liens, Reservations and Easements; hereinafter referred to as the "Declaration") listed adjacent to the signature line set forth below, hereby joins in the execution hereof for the purposes of (i) voting affirmatively for the adoption of the Declaration and (ii) ratifying and confirming the subordination of all right, title and interest of the undersigned in and to the Lots to the Declaration.

WASHINGTON FEDERAL SAVINGS BANK

BY: Michael S. Ramage  
NAME: MICHAEL S. RAMAGE  
TITLE: SR. V.P.

Lot(s): 11-15, 18-26, 29, 42,  
64-76, 78-85 and  
portions of 10, 27, 28,  
30-36, 57, 61-63, 77, 87  
and 88

THE STATE OF MINN. §  
COUNTY OF WASHINGTON §

This instrument was acknowledged before me on November 3, 1987, by Michael S. Ramage, Sr. Vice President of WASHINGTON FEDERAL SAVINGS BANK, a United States of America Corporation, on behalf of said Corporation.

(SEAL)

Judy Kay Schmitter  
Notary Public in and for  
The State of MINN.

My Commission expires: 9/22/93





504-01-2047

CONSENT OF PROPERTY OWNER

WELLS FARGO CREDIT CORPORATION, the owner of those certain Lots (as that term is defined in the attached and foregoing First Amended and Restated Declaration of Covenants, Conditions, Assessments, Charges, Servitudes, Liens, Reservations and Easements; hereinafter referred to as the "Declaration") listed adjacent to the signature line set forth below, hereby joins in the execution hereof for the purposes of (i) voting affirmatively for the adoption of the Declaration and (ii) ratifying and confirming the subordination of all right, title and interest of the undersigned in and to the Lots to the Declaration.

WELLS FARGO CREDIT CORPORATION

BY: \_\_\_\_\_ Lot(s): 26  
NAME: \_\_\_\_\_  
TITLE: \_\_\_\_\_

BY: \_\_\_\_\_  
NAME: \_\_\_\_\_  
TITLE: \_\_\_\_\_

THE STATE OF \_\_\_\_\_ §  
COUNTY OF \_\_\_\_\_ §

This instrument was acknowledged before me on \_\_\_\_\_, 1987, by \_\_\_\_\_ of WELLS FARGO CREDIT CORPORATION, a \_\_\_\_\_, on behalf of said \_\_\_\_\_.

(SEAL)

\_\_\_\_\_  
Notary Public in and for  
The State of \_\_\_\_\_  
My Commission expires: \_\_\_\_\_

504-01-2048

THE STATE OF \_\_\_\_\_

§  
§  
§

COUNTY OF \_\_\_\_\_

This instrument was acknowledged before me on \_\_\_\_\_,  
1987, by \_\_\_\_\_ of WELLS FARGO  
CREDIT CORPORATION, a \_\_\_\_\_, on behalf of  
said \_\_\_\_\_.

(SEAL)

\_\_\_\_\_  
Notary Public in and for  
The State of \_\_\_\_\_

My Commission expires: \_\_\_\_\_

CONSENT OF PROPERTY OWNER

PHILIP YOSOWITZ, the owner of those certain Lots (as that term is defined in the attached and foregoing First Amended and Restated Declaration of Covenants, Conditions, Assessments, Charges, Servitudes, Liens, Reservations and Easements; hereinafter referred to as the "Declaration") listed adjacent to the signature line set forth below, hereby joins in the execution hereof for the purposes of (i) voting affirmatively for the adoption of the Declaration and (ii) ratifying and confirming the subordination of all right, title and interest of the undersigned in and to the Lots to the Declaration.

PHILIP YOSOWITZ Lot(s): 32, 33, 34

THE STATE OF TEXAS §  
COUNTY OF HARRIS §

This instrument was acknowledged before me on 1987, by PHILIP YOSOWITZ.

Elaine K... [Signature]  
Notary Public in and for  
The State of TEXAS

My Commission expires: 6-6-88



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.

JAN 12 1988

Roy Harris  
COUNTY CLERK  
MONTGOMERY COUNTY, TEXAS

Baker & Brown Sherman &  
Parker  
1300 Smith #3600  
Houston 2, 77002

