**DIAMONDHEAD ON LAKE CONROE
SECOND AMENDED DEED RESTRICTIONS**

**WHEREAS**, on the 12thday of September, 1972, Peninsula Ltd., a Texas Limited Partnership executed and filed of record certain Deed Restrictions in the Deed Records of Montgomery County, Texas, at Volume 787, Page 913;

**WHEREAS**, Peninsula, Ltd. sought to ensure the harmonious, pleasant, and satisfactory living conditions in the subdivision to be affected by said Deed Restrictions:

**WHEREAS**, the Restrictions recorded at Volume 787, Page 913 of the Montgomery County Deed Records, affect that certain land described on that map or plat thereof recorded in Volume 10, Page 50 of the Map Records of Montgomery County, Texas to which reference is made herein for all purposes;

**WHEREAS**, the said Deed Restrictions at Volume 787, Page 913 provide, in part, as follows:
The covenants, restrictions, reservations, conditions, and other provisions hereinafter set forth, shall run with the land and shall be binding on all parties for a period of twenty-five (25) years from the date hereof, after which time said covenants, restrictions, reservations, conditions and other provisions shall be automatically extended for successive periods of ten (10) years each, unless a majority of the then record owners of the lots contained in said subdivision section shall execute, acknowledge and file for record in the office of the County Clerk of Montgomery County, Texas, an agreement changing such covenants, restrictions, reservations, conditions and other provisions, in whole or in part, such agreement to be effective at the expiration of said twenty-five (25) year period or at the expiration of any such ten (10) year period, as the case may be.

**WHEREAS**, the said Deed Restrictions were filed in September 1972;

**WHEREAS**, the initial Twenty-five (25) year period or the said Deed Restrictions expired on 12 September 1997;

**WHEREAS**, said Deed Restrictions were amended and extended for (10) years on or before September 12, 1997;

**WHEREAS**, a majority of the current record owners of the lots contained in the said subdivision section have executed, acknowledged, and desire to file for record in the office of the County Clerk of Montgomery County, Texas, this Amended Agreement affecting the covenants, restrictions, conditions, and other provisions, affecting Diamondhead on Lake Conroe Association, Inc. (DHOLCAI);

**WHEREAS**, it is the intent of the majority of the current Record owners of said lots to continue forward as amended and altered the said Deed Restrictions as contained herein;

**NOW, THEREFORE KNOW ALL MEN BY THESE PRESENTS**, that the said record owners of lots hereby make the following amended covenants, restrictions, and conditions which shall govern the use and development of all lots contained in said DHOLCAI and which covenants, restrictions, reservations, and conditions shall be binding on Peninsula, Ltd., its successors, legal representatives, assigns, and all lots affecting or contained within the said subdivision their owners, successors and assigns for and during the term herein of stipulated:

Definitions. -The following words shall have the hereinafter described meanings within these Amended Deed Restrictions:

**a. Association**. Association shall mean and refer to Diamondhead on Lake Conroe Association, Inc., a Texas non-profit corporation, its successors and assigns provided for herein at Paragraph 27.

**b. Architectural Control Committee**. Architectural Control Committee (known as ACC) shall mean and refer to the ACC described herein at Paragraph 3.

**c. Diamondhead on Lake Conroe**. Diamondhead on Lake Conroe Association, Inc. (known as DHOLCAI) shall refer to those properties more fully described on the map or plat thereof recorded in Vol. 10, Page 50 of the Map Records of Montgomery County, Texas to which reference is made for all purposes.

**d. Lot and/or lots.** Lot and *I* or lots shall mean and refer to those lots shown upon the subdivision plat recorded at Vol. 10, Page 50 of the Map Records of Montgomery County, Texas.

**e. Owner**. Owner shall mean and refer to the record owner, whether one or more persons or entities, of fee simple title to any lot which is a part of any lot, but in the event of the execution of a contract for sale covering any lot, the owner shall be the purchaser named in the contract but excluding those having such interest in merely for security for the performance of an obligation and those having only an interest in the mineral estate.

**f. Subdivision**. Subdivision shall mean and refer to Diamondhead on Lake Conroe as shown by the map or plat thereof in Volume 10, Page 50 of the Map Records of Montgomery County, Texas.

**g. Common Area**. Common Area shall mean and refer to all property in the Diamondhead on Lake Conroe Subdivision except residential lots.

**I. TERM**. The covenants, restrictions, reservations, conditions and other provisions hereinafter set forth, shall run with the land and shall be binding on all parties for a period of ten (10) years from the date hereof after which time said covenants, restrictions, reservations, conditions and other provisions shall be automatically extended for successive periods often (10) years each, unless a majority of the then property owners, who are current in the payment of the monthly maintenance assessments, of the lots contained in said subdivision section shall execute, acknowledge and file for record in the office of the County Clerk of Montgomery County, Texas, an agreement changing, amending or altering such covenants, restrictions, reservations, conditions and other provisions, in whole or in part. Any such agreement to change, amend or alter such covenants, restrictions, reservations, conditions and other conditions shall be effective at the expiration of said ten (10) year period or at the end of any such ten (10) year period, as the case may be.

**2. ENFORCEMENT**. Any person, firm, corporation or other entity owning property, including the Association, in this subdivision section and any political subdivision or governmental authority having jurisdiction shall have the right to individually or as a group enforce these restrictions, covenants and other provisions hereof to enjoin or restrain the violation or attempted violation thereof and to recover any damages and/or reasonable attorney's fees, incurred as a result of the violation(s) or attempted violation(s) of these deed restrictions and/or any other rule or policy applicable to this subdivision.

**3. Architectural Control Committee**. The Architectural Control Committee (ACC) shall be composed of three (3) members who shall be solicited and appointed by the BOARD OF DIRECTORS OF DHOLCAI. At no time shall the ACC be allowed to serve simultaneously on the BOARD OF DIRECTORS OF DIAMONDHEAD ON LAKE CONROE ASSOCIATION, INC. The term of service for the initial three (3) members of the ACC shall be such that one (l) member shall serve for one (1) year commencing from the date hereof. One (1) member shall serve for two (2) years commencing from the date hereof while the third member shall serve a term of three (3) years. The terms of service for the initial ACC shall be determined and assigned by the BOARD OF DIRECTORS OF DHOLCAI. All successive appointees to the aforementioned committee shall be solicited and appointed by the BOARD OF DIRECTORS OF DHOLCAI, each to a term of three (3) years. In the event of the death o~ resignation of, or failure or refusal to serve by any member of the committee, the Board of Directors shall have full authority to designate a representative to serve for the remaining term of the said member.

**4. ARCHITECTURAL CONTROL**. No building, structure or addition thereto shall be constructed, erected, placed, installed or altered on any Jot or common area in this subdivision without the express prior written consent and approval of the ACC. Such consent and approval shall be obtained by the record owner first submitting to the ACC the construction plans and specifications and a plat showing the proposed location of any structure, along with a drainage plan, and any other information reasonably requested by the ACC. All such plans, specifications, and related information shall be reviewed and related information shall be reviewed and considered by the ACC as to quality of workmanship, materials, color and harmony of exterior design, and location on lot within DHOLCAI. The ACC will also consider existing structures on that lot location with respect to topography and grade elevation and compliance with all applicable sections of these Deed Restrictions, as well as any guidelines and regulations developed and promulgated by the ACC. The ACC may develop, promulgate, and provide rules, regulations and guidelines for all development and construction, such rules, regulations and guidelines shall be approved by the Board of Directors of DHOLCAI.

**5. APPROVAL PROCEDURE.** The ACC's approval or disapproval as hereinabove required shall be in writing unless otherwise provided for herein. The written response from the ACC shall be returned to the submitting property owner within thirty (30) days after the plans, specifications and plat have been submitted to the ACC in writing.
If the ACC fails to approve or disapprove such location, plans, and specifications or other requests within thirty (30) days after the submission thereof to it, then such request(s) is/are denied. The ARCHITECTURAL CONTROL COMMITTEE shall notify the BOARD OF DIRECTOR OF DIAMONDHEAD ON LAKE CONROE, INC. of all disapprovals as well as notify the submitting property owner of all disapprovals. In the event the ACC fails to respond to a request, the homeowner may request a special meeting by contacting the President or two Directors of the Board, in accordance with the bylaws. Any appeals or contentions with the ACC's decision and response shall be addressed in writing to the attention of the BOARD OF DIRECTORS OF DHOLCAI within (15) days of receipt of the denial of the request(s). The decision of the BOARD OF DIRECTORS OF DHOLCAI is final and binding.

**6. DISCLAIMER AND NON-LIABILITY**. No approval of plans or specifications and no guidelines and regulations published by the ACC shall ever be construed as representing or implying that such plans, specifications, standards, guidelines, or regulations will result in a properly designed or safely constructed structure or satisfy any legal requirement No member of the ACC, the Board of Directors of the Association, or the Association, their respective successors or assigns, shall be liable for any loss, damage, or injury arising from and in any way connected with the performance of the duties of the ACC unless due to the willful misconduct or bad faith of the party or entity to be held liable.

**7. LAND USE**. No lot, building site, or dwelling in this subdivision section shall be used other than for strictly single-family, residential purposes except as stated otherwise below. No duplexes, condominiums, townhomes, or apartments are permitted. A home business may be allowed with strict compliance to the following restrictions:

a. the street address of the home business is not advertised as a business in any public medium (newspaper, radio, television, yellow pages, trade journals, etc.) or in any public manner; and .

b. not more than 25% of the floor area of the dwelling or 50% of the garage is used for business related activity (storage of materials or equipment, office use, etc.); and

c. the home business does not employ or contract with persons not living at that location but who work at the home in connection with the business; and

d. the home business does not have clients, customers or other persons who regularly travel to the home in connection with the business; and

e. the home business does not create any nuisance as defined in Paragraph 19, herein; and

f. the home business does not have truck(s) or other vehicles with a licensed or rated capacity greater than one ton, tractor-trailer cabs or trailers, or other business vehicles, equipment or supplies openly parked or stored upon the single family lot or adjacent streets or properties; and

g. the home business does not have any sign or other writing on the lotdisplaying the name or identity of the home business which is visible from any street (except customary signs attached to a vehicle and which do not include the home address); and

h. the home business is not conducted upon any portion of the lot which is visible from a public or private street, and the home business is compatible with and does not infringe upon the residential character of the surrounding neighborhood.

**8. EASEMENTS**. Easements, as shown and called for on the aforesaid; map or plat of this subdivision section, have been dedicated for the installation, operation and maintenance of utilities serving the needs of residents in this subdivision section. All storm sewers, sanitary sewers, water mains, electric power lines, communications lines and facilities incident thereto, shall be installed upon right-of-ways or easements as dedicated on said map or plat. The owners of such utility systems shall have the right of ingress and egress for the purposes of installation, operation and maintenance, and for like purposes, shall have prior rights in the use of land under such easements as against the owner of the land.
No variance shall ever be given for buildings, foundations, or eaves, to encroach upon such easements.

**9. BUILDING TYPE AND SIZE.** Each single-family residence may have an attached or detached, garage and/or ACC approved carport. All buildings and structures require ACC approval prior to construction. No lot or building shall be used for soliciting and/or advertising a business. Each dwelling on waterfront lots and lots 19, 21, and 23, Block 2; lots 1, 2, 25, 26, and 27, Block 3; lots 30, 31, 32, and 33, Block 1; and lots 1, 2, 4, 6, 8, and 10, Block 4 shall contain not less than two thousand two hundred (2200) square feet of living area, excluding porches, garages, and patios and shall not be more than two (2) stories. Each dwelling shall have a minimum finish slab elevation of 207 contour. The dwellings on all other lots shall contain no less than eighteen hundred (1800) square feet of living area, excluding porches, garages, and patios. The outside walls of each one-story dwelling house shall be constructed of no less than (1800)brick veneer or equivalent. The outside walls of the first floor of each one and one-half and two-story dwelling house shall be constructed of no less than 80% brick veneer or equivalent. All dwellings shall have concrete slab foundations. Roofs shall be constructed of composition shingles or equivalent. In no case shall wooden shingles be allowed in roof construction.

**10. BUILDING SITES**. Building sites shall consist of at least one (1) lot as defined on the subdivision plat. A site may consist of more than one lot - the main lot and an adjoining lot, or a portion of an adjoining lot. When more than one (1) lot is used for a building site, in the initial permit application or an addition at a later date, the lots must be adjoining lots fronting on the same street. Strictly forbidden is a building site consisting of more than one (1) lot facing two (2) different streets and be separated by a utility easement.

**11. BUILDING LOCATION ON SITE**. No building or structure including porches, stoops, steps, bays, and covered areas, shall be built or erected nearer to the front property line of any lot or building site than the building line as shown on the aforesaid plat, nor nearer than five (5) feet to any interior side division line of any lot or building site, nor nearer than ten (10) feet to any property line abutting on a side street, nor nearer than fifteen (15) feet to the rear boundary line of any lot or building site; nor nearer to the waterfront than permitted by the SAN JACINTO RIVER AUTHORITY. The ACC shall specify the arrangement and location of a garage or carport in any instance in which, in its sole opinion, the proposed arrangement or location thereof might be detrimental to other property or owners thereof in this subdivision section. All residences shall be erected with the front thereof facing the front boundary line, which shall be the boundary line fronting on the streets as platted. Drip line of eaves on all buildings and structures shall be kept back from the side and rear property lines at least three (3) feet. No encroachment upon any easement by any part of a building including foundations and eaves shall be permitted.

**12. SEQUENCE OF BUILDING**. No garage, secondary building, servant's quarters or other service function of the dwelling, nor any other structure, shall be erected upon any building site until the construction of the dwelling house proper has been substantially started.

**13. TEMPORARY STRUCTURES.** No structure such as a trailer, mobile home, motor home, tent, shack, shed, storage room, garage, or any other such structure 'shall be permitted at any time on any lot in this subdivision, as either temporary or permanent residence, nor shall any such temporary structure be permitted to remain on any lot except as provided in Paragraph 16 (Sanitary Sewers and Drainage). •

**14. STORAGE BUILDINGS AND GREENHOUSES**. No storage building or greenhouse shall be placed, erected constructed, installed, or altered on any lot in this subdivision without the prior written consent and approval of the ACC expressly provided in Paragraph 4 hereof. All such storage buildings and greenhouses shall be expressly approved by the ACC prior to construction, placement, erection, or installation of same. Such approval and consent with existing structures on that lot, location with respect to topography and grade elevation and compliance with all other applicable sections of the Deeds Restrictions. No prefabricated metal or metal buildings of any type shall be allowed in this subdivision. The foundation shall consist of a four (4) inch minimum thickness concrete slab or treated lumber and the structure shall be fastened to the foundation with appropriate anchor bolts. Treated lumber foundations shall be anchored with appropriate soil anchors. The roof of storage buildings shall be of the same type and construction as the dwelling house and no less than composition shingle type. Greenhouses shall have a roof with shatterproof material and metal frame. Buildings as outlined in this paragraph shall not be nearer than five (5) feet to any interior side division line, lot or building site; nor nearer than ten (10) feet to any property line abutting on a side street, nor nearer that ten (10) feet to the rear boundary line of any building site, nor nearer to the waterfront than permitted by SAN JACINTO RIVER AUTHORITY.

**15. WATER AND GAS**. Water for this subdivision section shall be provided by distribution lines connected to a central water system of the subdivision. No water wells shall be drilled, nor any type or kind of private system installed or used. Permanently installed butane or similar tanks may be placed or used on any building site with prior approval from the ACC but only in conformity with all State and Federal laws and regulations. All tanks, including portable, must be hidden from public view. Waterfront property owners may use lake water for watering lawns and landscaping with approval from the SAN JACINTO RIVER AUTHORITY.

**16. SANITARY SEWERS AND DRAINAGE**. This subdivision section will be served by sanitary sewers outfalling into the sanitary sewer system of the subdivision, and no open pit type toilets, cess pools, septic tanks or other means of disposal shall be installed at any place in this subdivision section at any time. Contractors who are performing work in this said subdivision section, shall be allowed to furnish portable toilet facilities for their employees. The ACC, at its discretion, may allow portable toilet facilities on a temporary basis such as during the construction of a residence, to be used in the event of what it deems to be special circumstances.

**17. WALLS AND FENCES**. Perimeter fences, if any, shall not exceed 6' in height and shall be approved by the ACC prior to construction and/or installation for type, arrangement and location. All fences exposed to view from the street shall be built so that the finished side faces the street Walls and fences shall be no nearer to the front boundary line of any lot or building site than the front of the dwelling located thereon, and shall not be constructed outside of a side-street property line. No wall or fence shall be erected on any portion of the building site from the front of the dwelling to the street.
No solid erected fences shall be permitted on waterfront lots between rear of dwelling and the lake.

**18. GARBAGE DISPOSAL** Garbage, trash and other refuse shall not be dumped or allowed to remain upon any building site or lot in this subdivision section. Trash, garbage or other waste shall be kept in sanitary containers. Garbage containers shall not be visible from the street except within twenty-four (24) hours of scheduled garbage collection. No incinerators or other similar equipment shall be allowed.

**19. NUISANCES.** Activities that are hazardous, cause unreasonable and/or excessive noise, cause dust, light, vibration, odor, or pollutant to emanate onto any adjacent property, are destructive to property in any common area, or cause a disturbance to others shall not be permitted. Frequent and excessive barking by a dog or dogs is a nuisance. No nuisance shall be permitted or maintained, nor shall any noxious, unlawful, or offensive activity be permitted or carried on in this subdivision section, including, but not limited to, burning of debris, including but not limited to trash, grass, weeds, pine needles, or limbs. No unlicensed driver under the age of 18 shall be permitted to operate motor bikes, motor cycles, motor scooters, "go-carts" or golf carts on the common areas of the subdivision. Activities which are offensive by reason of odor, fumes, dust, smoke, vision, vibration, noise or pollution which are hazardous by reason of excessive danger, and*/* or explosion shall not be allowed, nor shall anything be done therein which may be a nuisance to this subdivision section. No aerial fireworks are to be discharged anywhere within the subdivision, including, but not limited to the marina area.

**20. STREET AREAS AND UNSIGHTLY STORAGE.** Only passenger automobiles, passenger vans, pickup trucks, or motorcycles with a rated capacity of one ton or less that are in operating condition, with a current license and state inspection, and are in use as motor vehicles on the streets and highways of the State of Texas shall be allowed to park in that portion of the driveways between the of the dwelling and the street. No motor vehicle shall be parked or stored on any part of any lot (excluding driveways, easement, right-of-way, or other area unless such vehicle is concealed from public view inside a garage or other approved enclosure. No unapproved vehicle, trailer, boat, marine craft, hover craft, all-terrain vehicle, golf cart, motor home, aircraft, machinery, or equipment of any kind may be parked or stored on any part of any lot, easement, right-of-way or any other area unless such object is concealed from public view inside the garage or other approved enclosure. The term "approved enclosure" shall mean an enclosure that has been previously approved by the ACC. No repair work, dismantling or assembling of motor vehicles or other machinery or equipment shall be done or permitted on any street, driveway, or any portion of the said subdivision section. If a complaint is received about a violation of any part of this section, the decision of the BOARD OF DIRECTORS will be the final authority on the matter. This restriction shall not apply to any vehicle, machinery, or maintenance equipment temporarily parked to be used for the construction, repair, or maintenance of the subdivision facilities or of a house or of any other structure.
Owners, visitors, and guests shall not park vehicles in the streets of the subdivision as such vehicles are unsightly and create sight obstructions potentially endangering the safety and well-being of all residents and visitors. If garages or carports are used, all unsightly storage therein shall be protected from and remain out of the view of the public.

**21. SIGNS AND SATELLITE DISHES.** No sign consisting of advertising display or devices of any kind shall be allowed in public view on any building site in this subdivision section except for one (1) builder's sign during the construction and sales period and one (1) "FOR SALE" sign. Each sign shall consist of not more than five (5) square feet of space. Satellite dishes not exceeding one meter (39.37 inches) in diameter shall be permitted on any lot Satellite dishes may not be installed on the side of the dwelling facing the street.

**22. ANIMALS AND PETS.** Animals shall not be allowed to roam in the subdivision. A strict leash law shall be observed at all times. No horses, cows, hogs, poultry, or livestock of any kind may be kept on any lot or common area in this subdivision section. No commercial breeding of animals and/or pets shall be permitted. Each residence may have cats or dogs not exceeding any combination of three (3) cats or dogs.

**23. SIGHT DISTANCE AT INTERSECTIONS**. Any fence, wall, tree, hedge, etc., that may affect sight distance at intersections shall be in conformance with current county and state laws.

**24. BOAT STORAGE**. The construction, placement, erection, or alteration of any boat storage structure shall be subject to prior written approval of the ACC as expressly provided in Sections 3, 4, and 5 herein. In addition, boat docks must have the San Jacinto River Authority's written approval.

**25. YARD AND DWELLING MAINTENANCE**. Each property owner is responsible for and shall maintain all areas within the boundaries of their respective lots in a neat, orderly, healthful, and sanitary appearance and condition. Lawns shall not be permitted to grow higher than five (5) inches from the ground.' Any grass higher than five (5) inches shall be deemed to be a nuisance. Building and structures must be kept in good order and repair.

**26. BULKHEAD MAINTENANCE**. It is the responsibility of each waterfront property owner to maintain the bulkheading along their property in such a condition as to be consistent with sound safety, structural and functional principles.

**27. DIAMONDHEAD ON LAKE CONROE ASSOCIATION, INC.**

a. Membership. Every person or entity, who is an owner of any of the Properties which are subject to maintenance charge assessment by the Association, shall be a member of Diamondhead on Lake Conroe Association, Inc. The foregoing does not include persons or entities that hold an interest merely as security for the performance of an obligation or those having only an interest in the mineral estate. No Owner shall have more than one membership. Membership shall be connected to and may not be separated from ownership of the land which is subject to assessment by the Association. Ownership of such land shall be the sole qualification for membership.

b. Voting rights. The Association shall have one class of membership; all of those Owners as defined in this section, shall be entitled to one vote for each Lot in which they hold the interest required for membership by this section and maintenance fees are charged. When more than one person holds such interest in any Lot, all such persons shall be members. The vote for such Lot shall be exercised as they among themselves determine, but in no event shall more than one vote be cast with respect to any Lot.

c. Non-profit Corporation. Diamondhead on Lake Conroe Association, Inc. is a non-profit corporation; and all duties, obligations, benefits, liens and rights hereunder in favor of the Association shall vest in said corporation.

d. The affairs of the Association shall be under the direction of the Board of Directors.

e. By-Laws. The Association may make whatever rules or By-Laws it may choose to govern tile organization, provided that same are not in conflict with the terms and provisions hereof.

f. Inspection of Records. The members of the Association shall have the right to inspect the books and records of the Association at reasonable times during normal business hours.

g. Duties and Power. The Association shall exercise all power and authority as provided in the Texas Corporation Act and Texas Non-Profit Corporation Act. Any power and authority exercised by the Board of Directors or the Association shall be in conformity with these Deed Restrictions and with the Articles of Incorporation.

**28. MAINTENANCE CHARGES.**

a Diamondhead on Lake Conroe Association Inc. fund. Each lot in Diamondhead on Lake Conroe is hereby subjected to a maintenance charge and assessment, for the purposes of creating a fund to be designated and known as the "maintenance fund", which maintenance charge and assessment will be paid by the owner or owners of each Lot within Diamondhead on Lake Conroe to the Diamondhead on Lake Conroe Association, Inc. The maintenance charge is payable monthly in advance at the sole discretion of the Board of Directors of the Association. Every person or entity, who is an owner of more than one Lot, shall pay the full assessed rate on each Lot monthly, unless two (2) adjoining lots are developed such that they cannot be sold separately. In this case, a maintenance charge for one (1) lot will be assessed. The rate at which each Lot will be assessed will be determined annually, and may be adjusted from year to year by the Association as the needs of the subdivision, may be in the judgment of the Association, required; provided that such assessment will be uniform and equally applied.
The uses and benefits to be provided by said Association shall include, by way of clarification and not limitation and at its sole option, any and all of the following: maintaining and operating swimming pool, park, boat ramp, clubhouse, marina and other public areas, other than public roads maintained by the county, payment of all legal and other expenses incurred in connection with the enforcement of all recorded charges and assessments, covenants, restrictions, and conditions affecting the Properties to which the maintenance fund applies, payment of all reasonable and necessary expenses in connection with the collection and administration of the maintenance charge and assessment, employing policemen and watchmen, and doing any other thing or things necessary or desirable in the opinion of the Association to keep the Properties in the subdivision neat and in good order, or which is considered of general benefit to the Owners or occupants of the Properties, it being understood that the judgment of the Association in the expenditure of said funds shall be final and conclusive so long as such judgment is exercised in good faith.

b. Each such assessment, or installment thereof, not paid when due shall incur a late charge of Five & No/OO Dollars ($5.00) to cover the administrative costs of collecting such delinquent amounts. Each such assessment and late fee if not paid when due, shall bear interest at the rate of Sixteen Percent (16%) per annum. All such assessments, late fees, interest together with costs of collection and reasonable and necessary attorney's fees shall be the personal obligation of the record owner against whom such amounts have been assessed and shall be secured by a lien as provided herein.

c. To secure the payment of the maintenance fund established hereby and to be levied on individual residential Lots, there shall be reserved in each Deed (whether specifically stated therein or not) by which such lots shall be conveyed, a Vendor's Lien for benefit of the Association, said lien to ~ enforceable through appropriate proceedings at law by such beneficiary; provided, however, that each such lien shall be secondary, subordinate, and inferior to all liens, present and future, given, granted and created by or at the instance and request of the Owner of any such Lot to secure the payment of monies advanced or to be advanced on account of the purchase price and/or the construction of improvements on any such Lot to the extent of any such maintenance fund charge accrued and unpaid prior to foreclosure of any such purchase money lien or construction lien. The Association may give the holder of a first lien notice of such proposed action, which notice may be sent to the nearest office of such first mortgage holder by prepaid U.S. certified mail, and shall contain a statement of the delinquent maintenance charges upon which the proposed action is based.

d. The lien to secure the maintenance charges shall be impressed and effective upon all lots and properties in Diamondhead on Lake Conroe upon the effective date of these amended restrictions.

e. The above maintenance charges and assessments will remain effective for the full term (and extended term, if applicable) of the within covenants.

f. Nothing herein contained shall relieve the record owner in default from whom any lot was repossessed from his personal obligation to pay all delinquent amounts, costs, fees, interest, and attorney's fees to the Association.

**29. GENERAL PROVISIONS.**

a. The covenants and restrictions shall run with the land and shall be binding upon all parties, persons, and entities for a period of Ten (10) years from the date these Amended Deed Restrictions are recorded after which time these Amended Deed Restrictions shall automatically be extended for successive periods of Ten (10) years each, unless at the end of any Ten (10) year period an instrument signed by a majority of the then record owners of the lots has been recorded agreeing to change, alter, amend, or terminate the Amended Deed Restrictions.

b. Invalidation of anyone of these covenants or restrictions by judgment of court or by operation of law shall in no way affect the validity of any other covenants or restrictions.

c. These Amended Deed Restrictions are executed by a majority of the current record owners of the lots within Diamondhead on Lake Conroe as provided in the Deed Restrictions recorded at Volume 787, Page 913 of the Deed Records of Montgomery County, Texas, and shall be binding upon and inure to the benefit of all record owners, their successors and assigns, of all lots within Diamondhead on Lake Conroe as defined by the map or plat thereof recorded in Volume 10, Page 50 of the Map Records of Montgomery County, Texas.

EXECUTED by the undersigned EFFECTIVE the 15 day of July, 2007.

AFTER RECORDING DHOLCAI, 14647 S. Diamondhead
RETURN ALL DOCUMENTS TO: Montgomery, TX 77356

***322-11-0360***

FILED FOR RECORD

07 APR 12 PM12:52

*Mark Turnbull*

COUNTY CLERK
MONTGOMERY COUNTY, TEXAS