

MARINA DRIVE

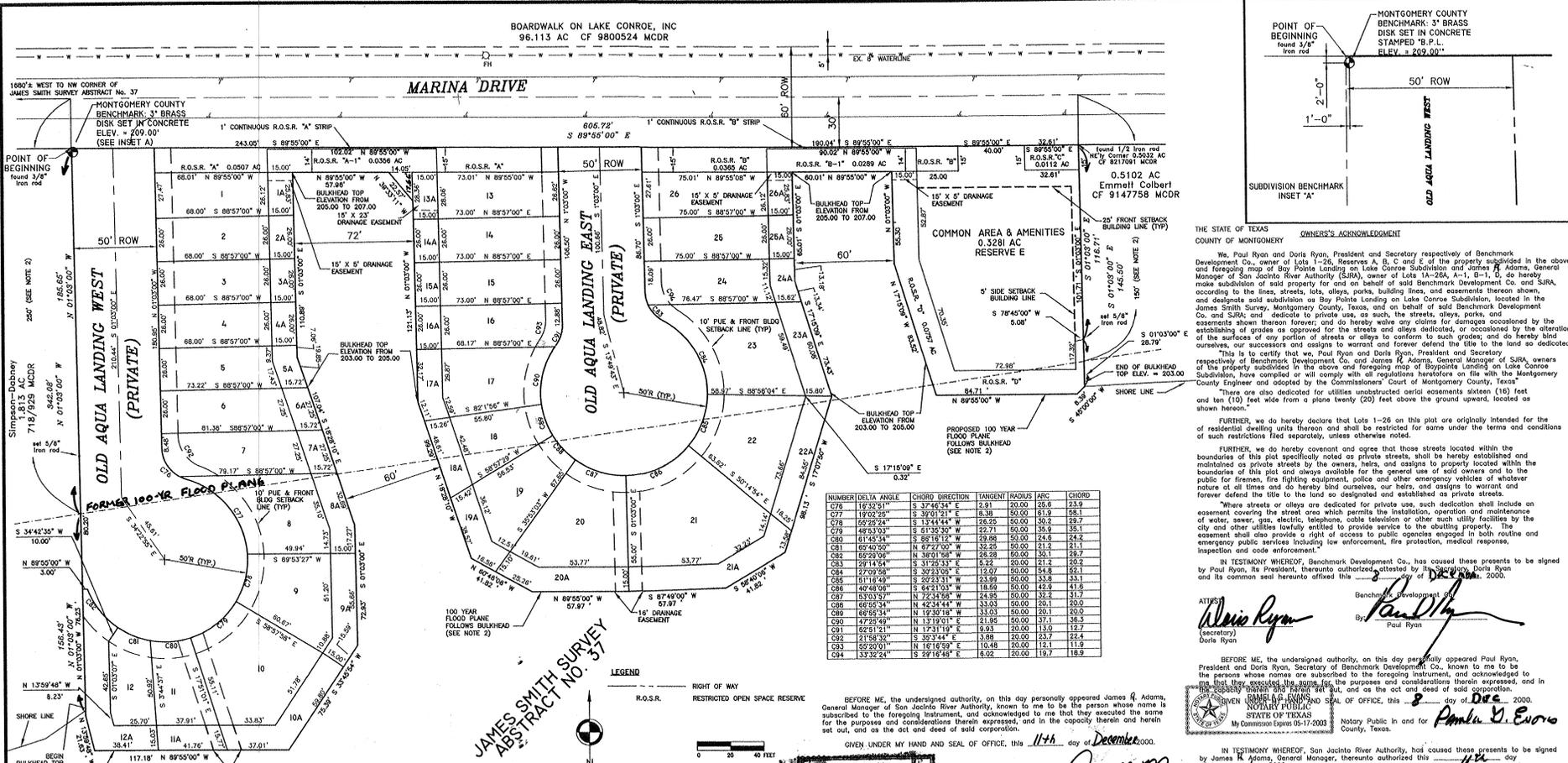


Table with columns: NUMBER, DELTA ANGLE, CHORD DIRECTION, TANGENT, FOCUS ARC, CHORD. Lists survey data for lots 1 through 26.

THE STATE OF TEXAS COUNTY OF MONTGOMERY OWNERS' ACKNOWLEDGMENT

We, Paul Ryan and Doris Ryan, President and Secretary respectively of Benchmark Development Co., owner of Lots 1-26, Reserves A, B, C, and E of the property subdivided in the above and foregoing map of Bay Pointe Landing on Lake Conroe Subdivision and James H. Adams, General Manager of San Jacinto River Authority (SJRA), owner of Lots 1A-26A, A-1, B-1, do hereby make subdivision of said property for and on behalf of said Benchmark Development Co. and SJRA, according to the lines, streets, lots, alleys, parks, building lines, and easements thereon shown, and designate said subdivision as Bay Pointe Landing on Lake Conroe Subdivision, located in the James Smith Survey, Montgomery County, Texas, and on behalf of Benchmark Development Co. and SJRA; and I do hereby certify that the lines, streets, alleys, parks, and easements shown on the surfaces of this portion of streets or alleys are as indicated, or occasioned by the establishing of grades or approved for the streets and alleys hereon and forever defend the title to the land so dedicated. This is to certify that we, Paul Ryan and Doris Ryan, President and Secretary respectively of Benchmark Development Co. and James H. Adams, General Manager of SJRA, owners of the property subdivided in the above and foregoing map of Bay Pointe Landing on Lake Conroe Subdivision, have complied or will comply with all regulations hereon as filed with the Montgomery County Engineers and adopted by the Commissioners' Court of Montgomery County, Texas. There are also dedicated for utilities unobstructed aerial easements sixteen (16) feet and ten (10) feet wide from a plane twenty (20) feet above the ground surface, located as shown hereon.

FURTHER, we do hereby declare that Lots 1-26 on this plot are originally intended for the use of residential dwelling units thereon and shall be restricted for same under the terms and conditions of such restrictions filed separately, unless otherwise noted.

FURTHER, we do hereby covenant and agree that those streets located within the boundaries of this plot specifically noted as private streets, shall be hereby established and maintained as private streets by the owners, heirs, and assigns to property located within the boundaries of this plot and always available for the general use of said owners and to the public for firemen, fire fighting equipment, police and other emergency vehicles of whatever nature at all times and do hereby bind ourselves, our heirs, and assigns to warrant and forever defend the title to the land so designated and established as private streets. Where streets or alleys are dedicated for private use, such dedication shall include an easement covering the street area which permits the installation, operation and maintenance of water, sewer, gas, electric, telephone, cable television or other such utility facilities by the city and other utilities lawfully entitled to provide service to the abutting property. The owner shall also provide a right of access to public agencies engaged in both routine and emergency public services including law enforcement, fire protection, medical response, inspection and code enforcement.

IN TESTIMONY WHEREOF, Benchmark Development Co. has caused these presents to be signed by Paul Ryan, its President, thereunto authorized, and by James H. Adams, its General Manager, and its common seal hereunto affixed this 14th day of December, 2000.

ATTEST: Doris Ryan, Secretary of Benchmark Development Co. James H. Adams, General Manager of San Jacinto River Authority.

BEFORE ME, the undersigned authority, on this day personally appeared Paul Ryan, President and Doris Ryan, Secretary of Benchmark Development Co., known to me to be the persons whose names are subscribed to the foregoing instrument, and acknowledged to me that they executed the instrument, and the contents thereof, for the purposes and considerations therein expressed, and in the capacity therein set out, and as the act and deed of said corporation. My Commission Expires 06-17-2003

IN TESTIMONY WHEREOF, San Jacinto River Authority, has caused these presents to be signed by James H. Adams, General Manager, thereunto authorized, and by Pamela J. Euvro, Secretary, on this 14th day of December, 2000.

BEFORE ME, the undersigned authority, on this day personally appeared James H. Adams, General Manager of San Jacinto River Authority, known to me to be the person whose name is subscribed to the foregoing instrument, and acknowledged to me that they executed the same for the purposes and considerations therein expressed, and in the capacity therein set out, and as the act and deed of said corporation. GIVEN UNDER MY HAND AND SEAL OF OFFICE, this 14th day of December, 2000.

Notary Public in and for Montgomery County, Texas. Signature of Pamela J. Euvro.

Surveyor's Certification: I, Michael C. Warren, am registered under the laws of the state of Texas to practice the profession of surveying and hereby certify that the above subdivision is true and correct; was prepared from an actual survey of the property made under my supervision on the ground; that the elevation benchmark reflected on the face of the plot was established as required by regulation; that all corners and angle points of the boundaries of the original tract to be subdivided of reference have been marked up with iron or other suitable permanent metal pipe or rods have a diameter of not less than five-eighths of an inch (5/8") and a length of not less than three feet (3') and that the plot boundary corners have been tied to the nearest survey corner.

Signature of Michael C. Warren, Surveyor.

San Jacinto River Authority's Acknowledgment: THE AREAS DESIGNATED AS LOTS 1A THROUGH 26A AND R.O.S.R. A-1, B-1, & E ARE THE PROPERTY OF THE SAN JACINTO RIVER AUTHORITY AND NO INTEREST IN THE SAME WILL BE CONVEYED BY THE SUBDIVIDER. THE PURCHASER (OWNER) OF EACH LOT, NUMBERED ADJOINING LOT SHALL HAVE THE RIGHT TO OBTAIN A LAND USE PERMIT FROM THE SAN JACINTO RIVER AUTHORITY. THIS RIGHT MAY NOT BE SEVERED FROM THE ADJOINING LOT AND ANY CONVEYANCE OF THE LOT SHALL CARRY WITH IT THE EXCLUSIVE RIGHT TO ACQUIRE THE "LAND USE PERMIT".

Any such Land Use Permits shall be issued upon the terms and conditions set out by the San Jacinto River Authority and at its sole discretion. The said Land Use Permit shall be personal to each lot owner and any change of ownership shall require a new Land Use Permit.

That San Jacinto River Authority, a body politic of the State of Texas, is owner of the fee simple interest of portions of the property so denoted on the map or plat and does hereby join in and adopt the dedication of this plat and the uses and easements as set out herein, so far as the property of the San Jacinto River Authority is affected by the said plat and only to the extent as set out herein.

San Jacinto River Authority's Acknowledgment: I, Mark Turnbull, Clerk of the County of Montgomery County, Texas do hereby certify that the within instrument with the necessary authentication was filed for registration in my office on this 17th day of January, 2001, and that the same is a correct and true copy of the original as recorded in my office on this 17th day of January, 2001.

Notary Public in and for Montgomery County, Texas. Signature of James H. Adams, General Manager.

Notary Public in and for Montgomery County, Texas. Signature of Pamela J. Euvro.

NOTES CONT'D: 1. Portions of the property in this subdivision are subject to one of the following: a) A flowage and inundation easement up to 207 m.s.l. in favor of the San Jacinto River Authority (SJRA); b) A waiver of damages caused by flooding or inundation in favor of SJRA above 201 m.s.l.; or c) A waiver of damages caused by flooding or inundation in favor of SJRA between 201 m.s.l. and 207 m.s.l.

NOTE: The former 100 year flood plain per F.I.R.M. panel #483390335F (effective date December 19, 1998) flood elevation = 203.00. The location of the 100 year flood plain was modified by CLOMR (approved September 1, 1999, case no. 99-08-1752). The 100 year flood plain (elevation = 203.00) follows the boundary of the bulkhead.

NOTES CONT'D: 2. Minimum slope elevations shall be 207.5 m.s.l. 3. Plot having reference based on 2.178 acre tract all situated in the James Smith Survey, Abstract No. 37, Montgomery County, Texas, and being that same called 2.1788 acre tract described in deed to 95 MANNE LTD, recorded under Clerk's File No. 6319455 of the Real Property Records of Montgomery County, Texas. 4. R.O.S.R. - indicates restricted open space reserve 5. Lots 1-26 are buildable lots with '0' side & back set back. Lots 1A-26A are not buildable lots.

COMMISSIONERS' COURT ACKNOWLEDGMENT: I, Mark J. Moore, County Engineer of Montgomery County, Texas, do hereby certify that the plot of this subdivision complies with all of the existing rules and regulations of the city as adopted by the Montgomery County Commissioners' Court.

COMMISSIONERS' COURT ACKNOWLEDGMENT: I, Mark Turnbull, Clerk of the County of Montgomery County, Texas do hereby certify that the within instrument with the necessary authentication was filed for registration in my office on this 17th day of January, 2001, and that the same is a correct and true copy of the original as recorded in my office on this 17th day of January, 2001.

Notary Public in and for Montgomery County, Texas. Signature of Lisa McCarroll.

Notary Public in and for Montgomery County, Texas. Signature of Lisa McCarroll.

Notary Public in and for Montgomery County, Texas. Signature of Lisa McCarroll.

Notary Public in and for Montgomery County, Texas. Signature of Lisa McCarroll.

LIEN HOLDERS ACKNOWLEDGMENT: I, Lisa McCarroll, known to me to be the persons whose names are subscribed to the foregoing instrument and acknowledged to me that they executed the same for the purposes and considerations therein expressed, and in the capacity therein set out, and as the act and deed of said corporation.

Notary Public in and for Montgomery County, Texas. Signature of Lisa McCarroll.

Notary Public in and for Montgomery County, Texas. Signature of Lisa McCarroll.

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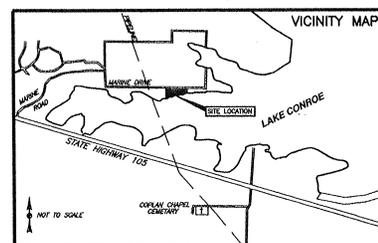
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FINAL PLAT

BAY POINTE LANDING ON LAKE CONROE SUBDIVISION
52 LOTS (1-26 & 1A-26A), BLOCK 1,
7 RESERVES A-E, A-1 & B-1, 2.9860 ACRES
JAMES SMITH SURVEY, A-37
MONTGOMERY COUNTY, TEXAS
SCALE: 1"=40' SEPTEMBER 2000

OWNED AND DEVELOPED BY:
SOUTHEAST TEXAS DEVELOPMENT GROUP, INC.
dba: BENCHMARK DEVELOPMENT CO.
2204 TIMBERLOCH PLACE - SUITE 288
THE WOODLANDS, TEXAS 77380

SI GROUP, LLC
SITING • ENGINEERING • PLANNING

DECLARATION OF
COVENANTS, CONDITIONS AND RESTRICTIONS FOR
BAY POINTE LANDING ON LAKE CONROE

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**DECLARATION OF
COVENANTS, CONDITIONS AND RESTRICTIONS FOR
BAY POINTE LANDING ON LAKE CONROE**

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DECLARATION OF
COVENANTS, CONDITIONS AND RESTRICTIONS FOR
BAY POINTE LANDING ON LAKE CONROE

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DECLARATION OF
COVENANTS, CONDITIONS AND RESTRICTIONS FOR
BAY POINTE LANDING ON LAKE CONROE

STATE OF TEXAS:

COUNTY OF MONTGOMERY:

THIS DECLARATION OF COVENANTS, CONDITIONS AND RESTRICTIONS ("DECLARATION") is made on the date hereafter set forth by Southeast Texas Development Group, Inc. (dba Benchmark Development Co.), hereinafter referred to as "Declarant".

WITNESSETH:

WHEREAS, the Declarant, is owner of that certain real property known as Lots One (1) through twenty six (26) and is the owner of certain "Restricted Open Space Reserves" "A", "B", "C" and Reserve "E" Common Area and Amenities, as shown on the recorded plat of Bay Pointe Landing On Lake Conroe located in the Montgomery County, Texas map and plat records.

WHEREAS, the San Jacinto River Authority is the owner of certain real property known as Lots One (1)"A" through twenty six (26)"A" which are adjacent to and on the water side of the above described Lots as shown on the recorded plat of Bay Pointe Landing on Lake Conroe located in the Montgomery County, Texas map and plat records. The San Jacinto River Authority is also the owner of Restricted Open Space Reserves "A-1", "B-1", and "D".

WHEREAS, The San Jacinto River Authority is herein acting to joinder the plat as the fee simple title holder to Lots 1A through 26A, R.O.S.R. "A-1", R.O.S.R. "B-1", and R.O.S.R. "D", and does hereby pose certain conditions on the usage of these properties. These conditions are contained in Exhibit A labeled "Land Use Permit" and is incorporated herein by reference.

WHEREAS, it is the desire of the Declarant to provide for the preservation of the values and amenities in such subdivision, and provide for a uniform plan to develop the subdivision, and provide for orderly maintenance of same, including the Community Properties located therein as hereafter defined; and for such purposes, to conditions and restrictions set forth below, hereafter called the "Declaration", for the benefit, use, and convenience of each and every Owner of property within Bay Pointe Landing on Lake Conroe.

NOW, THEREFORE, Declarant hereby declares that the above described properties shall be developed, held, transferred, improved, sold, conveyed, and occupied subject to the easements, conditions, restrictions, and covenants hereinafter set forth; shall constitute covenants running with the Land, and shall be binding upon and inure to the benefit of all parties having or acquiring any right, title, or interest therein or any part thereof, their heirs, personal representatives, successors and assigns. Declarant also declares that this Subdivision shall be subject to the jurisdiction of the "Association" as herein defined.

ARTICLE I
DEFINITIONS

The following words, when used in this Declaration, shall have the following meanings:

SECTION 1. "ARCHITECTURAL CONTROL COMMITTEE" shall mean the "Committee" enforcing and maintaining the Architectural Control Standards as hereafter described, in Lots 1-26 and their adjacent "A" Lots of the final plat of Bay Pointe Landing on Lake Conroe Subdivision, hereafter referred to as the "Committee".

SECTION 2. "ASSOCIATION" shall refer to Bay Pointe Landing on Lake Conroe Homeowners Association, Inc. a Texas non-profit corporation, its successors and assigns.

SECTION 3. "BOARD OF DIRECTORS" shall be the elected body of the "Association" having its normal meaning under Texas law.

SECTION 4. "BUILDER" shall refer to any person or entity undertaking construction on any Lot through a contractual obligation with the Owner (as herein defined) of that Lot.

SECTION 5. "BY-LAWS" By-Laws of Bay Pointe Landing on Lake Conroe Homeowners Association Inc. (a Texas non-profit corporation) incorporated herein by reference, as they may be amended from time to time.

SECTION 6. "COMMON AREA AND AMENITIES" shall be that portion of the Property owned by the Association for the common use and enjoyment of the members of the Association including, but not limited to, all recreational facilities, bulkhead, trees, landscaping, sprinkler systems, streets, but not including any portion of the Property described as Lots. Shown on the recorded plat of Bay Pointe Landing on Lake Conroe as Reserve "E" Common Area and Amenities.

SECTION 7. "CORNER LOT" shall refer to a Lot which abuts on more than one street.

SECTION 8. "DECLARANT" shall refer to Southeast Texas Development Group Inc. (dba Benchmark Development Co.), a Texas Corporation, for Lots One (1) through Twenty Six (26), and their adjacent "A" Lots and Restricted Open Space Reserves "A", "A-1", "B", "B-1", "C", "D", and Reserve "E" Common Area and Amenities, their successors or assigns, but shall not be construed in any way to mean any subsequent Owner (as herein defined) of any Lot and/or home in the Subdivision.

SECTION 9. "EASEMENT" shall mean a right granted for the purpose of limited public or semi-public use across, over or under private land.

SECTION 10. "FENCE" shall be defined as a structure built for the purpose of separating or enclosing Lots or parcels of land for reasons of security, privacy, ornamentation, or other reason. A Fence connotes a structure which may serve as a visual screen or as a barrier.

SECTION 11. "HEDGEROW" shall be defined as row of shrubs, trees, bushes, or etc. which are planted and maintained to serve a function similar to a Fence or wall.

SECTION 12. "IMPROVEMENTS" shall mean all structures or other improvements to any portion of the properties of any kind whatsoever, whether above or below grade, including, but not limited to; structures, buildings, utility installations, storage, loading or parking facilities, walkways, driveways, landscaping, signs, site lighting, site grading, earth movement, and any exterior additions to homes or changes or alterations thereto.

SECTION 13. "LAND USE PERMIT" refers to the document which grants the use of the adjacent "A" Lots to each individual Owner.

SECTION 14. "LAND USE PERMIT AREA" refers to the areas of land shown on the recorded Plat of Bay Pointe Landing on Lake Conroe as the "A" portion of each Lot. This area is shown on the Plat as Lots 1 "A" through 26 "A".

SECTION 15. "LOT" shall refer to that portion of the Property on which there is or will be constructed a single family Townhome which is to be individually and separately owned. It is understood that there will be twenty six (26) Lots upon which single family Townhomes are to be erected. Should additional land be annexed pursuant to Article II hereof, the number of Lots shall be increased by the number of single family Townhouses erected or to be erected on such property when annexed. Declarant shall be the Owner of all the said 26 Lots, SAVE AND

EXCEPT those particular Lots which Declarant conveys in fee simple title by recordable deed from and after the date herein.

SECTION 16. “MEMBER” shall refer to the person or entity owning a Townhouse and its Lot in the subdivision.

SECTION 17. “MORTGAGE” a Mortgage, a deed of trust, a deed of secured debt, or any other form of security deed.

SECTION 18. “OCCUPANT” shall mean any person legally entitled to occupancy and use of all or a portion of the properties.

SECTION 19. “OWNER” shall refer to the one or more persons or entities who possess or hold fee simple title to any Lot, but shall not, refer to anyone holding a lien, easement, mineral interest or royalty interest burdening the title thereto.

SECTION 20. “PERSON” a natural person, a corporation, a partnership, a trustee, or any other legal entity.

SECTION 21. “PROPERTY OR PROPERTIES” shall mean any land or water within the recorded final plat of Bay Pointe Landing on Lake Conroe.

SECTION 22. “RESIDENCE” shall be defined as a Townhouse for occupation by a single family, as well as by any servant(s) whom the family may retain.

SECTION 23. “RESTRICTED OPEN SPACE RESERVES” (herein referred to as Restricted Reserves.) Those areas shown on the recorded Plat of Bay Pointe Landing on Lake Conroe as R.O.S.R. “A”, “A-1”, B, “B-1”, “C” and “D”.

SECTION 24. “RULES AND REGULATIONS” Such rules and regulations as the Association may promulgate from time to time with respect to the Subdivision, which may include reasonable provisions for violation of such Rules and Regulations.

SECTION 25. “SAN JACINTO RIVER AUTHORITY” A body politic of the State of Texas.

SECTION 26. “SCREEN” shall mean any approved shrub, hedgerow, fence, or other device or improvement which blocks an area of view from view from another area.

SECTION 27. “STREET” shall refer to any street, drive, road, alley, lane or avenue located in the Subdivision as shown on the final recorded plat of Bay Pointe Landing on Lake Conroe.

SECTION 28. “SUBDIVISION” shall refer to the twenty six (26) Lots and their adjoining twenty six (26) A Lots and R.O.S.R. “A”, “A-1”, “B”, “B-1”, “C”, “D”, and Reserve “E” Common Area and Amenities shown on the final recorded plat of Bay Pointe Landing on Lake Conroe.

SECTION 29. “SUBDIVISION PLAT” shall refer to the final recorded plat of the twenty six (26) Lots and their respective adjacent twenty six (26) “A” Lots, R.O.S.R. “A”, “A-1”, “B”, “B-1”, “C”, “D”, and Reserve “E” Common Area and Amenities as shown on the final plat of Bay Pointe Landing on Lake Conroe recorded in the map and plat records in Montgomery County, Texas.

SECTION 30. “TOWNHOME” shall mean a single family residence with a common wall, or walls, roof and foundation.

SECTION 31. “WATERFRONT LOT” shall refer to any Lot which abuts, joins, or is adjacent to any portion of the Waterway of Lake Conroe.

SECTION 32. “WATERFRONT OR BACK PROPERTY LINE” shall mean the line as recorded on the final recorded plat of Bay Pointe Landing on Lake Conroe nearest to the Waterway or back property line.

SECTION 33. “WATERWAY” shall mean any water area which is included in the waters of Lake Conroe.

ARTICLE II

ARCHITECTURAL CONTROL COMMITTEE

SECTION 1. CREATION, PURPOSE, AND DUTIES There is hereby created a Committee which shall be composed of four (4) members and whose initial members shall be Paul Ryan, Doris Ryan, Louis Wernert and Don Wernert who shall serve until their resignation or removal in accordance with the terms hereof. The members shall have the responsibility and all necessary power and authority to approve or disapprove, in their sole discretion, the external design, size, quality and type of building materials, location on the site, finished grade elevation of any structure, and all other design or construction details, of any structure to be erected in the Subdivision. All decisions made by the Committee shall be final and absolute. The Committee is vested with the authority and responsibility to maintain strict architectural continuity and harmony within the Subdivision, to maintain suitable standards of construction consistent with the Declarant's intent to create a very exclusive residential subdivision and to insure construction is completed in accordance with this Declaration.

No member of the Committee may be removed, except with the unanimous consent of the Declarant. Upon removal, resignation or death of any Committee member, the remaining Committee members shall within ninety (90) days after such removal, resignation or death, designate a person to fill that vacancy or vacancies. Provided, however, until the vacancy or vacancies shall have been filled, the remaining members of the Committee, whether one or more, shall have full authority to act and perform all the duties of the Committee. Any changes in the members of the Committee shall be designated by an instrument in writing, executed by Declarant, and filed for record in the Real Property Records of Montgomery County, Texas.

No Committee member, past or present, shall be entitled to compensation for services performed, but shall be entitled to reimbursement for any reasonable and necessary expenses incurred in furtherance of the duties of the Committee. The Committee may employ as it sees fit, one or more architects, engineers, accountants, designers, secretaries or such other persons reasonably necessary to assist the Committee in carrying out its duties.

Notwithstanding the foregoing, in the event of actual or threatened litigation, administrative hearings, or other advisory proceedings, the Committee members, past or present, shall be entitled to reasonable compensation for their time and to be reimbursed or have paid directly their reasonable and necessary Attorney's fees and other related expenses. All the foregoing cost and expenses shall be the expense of and be paid by the Association.

The Association shall and herewith agrees to protect, indemnify, and save the Committee and Declarant harmless from liability, and reasonable and necessary expenses incurred by the Committee in all matters related to the exercise of its functions hereunder and in the exercise of the broad discretionary powers vested in the Committee; save and except for acts of willful fraud or gross negligence.

SECTION 2. POWERS OF THE COMMITTEE Absolutely no building or other improvements shall be constructed in the subdivision, and no exterior alteration of any building or improvements shall be made until the site plan, schematic plan for landscaping and lighting, and final working plans and specifications have been submitted to and approved in writing by the Committee.

The Committee shall have the right to specify architectural and aesthetic requirements for building sites; minimum setback lines; the location, design, height and extent of all fences or

walls, the orientation, design, and size of all structures with respect to streets, walks, paths, and structures on adjacent or nearby property; and a limited number of acceptable exterior materials and finishes that may be utilized in the new construction or remodeling or repair of all improvements. The Committee shall have full power and authority to reject any plans and specifications that do not comply with this Declaration that do not meet its minimum construction or architectural design requirements or that might not be compatible with the overall character and aesthetics of the Subdivision. The Committee may from time to time issue supplements to these deed restrictions to further guide the intent of the requirement. Such supplements will be referred to as the "Architectural Control Standards".

The Committee shall have the right, exercisable at its sole discretion, to grant or deny variance to the restrictions in specific instances where the Committee in good faith deems that such variance may or may not adversely effect the architectural and environmental integrity of the Subdivision, without liability on their part in the exercise of this discretion.

In the event that a controversy arises as a result of the meaning or interpretation of these restrictions as they may apply to maintain architectural harmony and exclusiveness of this Subdivision, then the Committee will have full power and authority to make a ruling at its sole discretion for resolution of the particular controversy.

Disapproval of plans and/or specifications, including location and placement of proposed improvements, may be based by the Committee on any grounds including purely aesthetic conditions, which shall seem sufficient in the sole discretion of the Committee.

Any action taken by the Committee shall require a majority vote of the members of the Committee then sitting.

SECTION 3. APPROVAL OF PLANS AND SPECIFICATIONS The Architectural Control Committee must review and approve in writing all of the projects in the Subdivision of Bay Pointe Landing on Lake Conroe, including, but not limited to:

- (a) Construction of any building, fence, wall or any other structure
- (b) Any exterior addition, change, or alteration to any building, fence, wall or structure
- (c) Any substantial landscaping or grading of any Lot or Lots
- (d) Any other change, addition, alteration, repair, replacement, or construction of any nature on the outside of any individual Townhome or building containing several Townhomes.

SECTION 4. STANDARD FOR REVIEW The Architectural Control Committee shall review applications for proposed work in order to (1) ensure conformity with these covenants, conditions, and restrictions and (2) ensure the harmony and continuity of the external design in relationship to the surrounding structures and topography. An application can be rejected for providing insufficient information. The Committee shall have broad, discretionary authority to interpret and apply these standards. In rejection of an application, the Committee should detail the reasons for rejection and suggest how the applicant could remedy the deficiencies.

SECTION 5. FAILURE OF COMMITTEE TO ACT If the Architectural Control Committee fails either to approve or reject an application for proposed work within sixty days (60) days after submission, then Committee approval shall not be required, and the Applicant shall be deemed to have fully complied with this Article.

SECTION 6. APPLICATION FOR APPROVAL To obtain approval to do any work described in Section 3, an Owner must submit an application to the Architectural Control Committee showing the plans and specifications for the proposed work. Such plans and specifications shall detail the nature, shape, height, materials, colors, and location of the proposed work.

SECTION 7. FAILURE TO SUBMIT PLANS OR PROCEEDING WITH CONSTRUCTION WITHOUT ARCHITECTURAL CONTROL COMMITTEE APPROVAL

Each Owner hereby grants to the Committee the right to inspect all construction in the Subdivision. Each Owner acknowledges that all construction that has not been pre-approved by the Committee or any construction that is not in compliance with the Committee's prior approval would damage the Subdivision, the Association, and each Owner in a way that would be difficult to ascertain. Therefore, the parties each agree that the Committee may (a) procure an injunctive order by a court of appropriate jurisdiction halting such construction and/or (b) levy a special assessment on such Owner violating such approval requirements. The parties agree that if such special assessment is levied that such sum shall be considered as liquidated damages, and not as a penalty, in the event of any such breach. Failure by the Committee to enforce any such construction violation shall in no event be deemed a waiver of the right to do so thereafter.

SECTION 8. DISCLAIMER No review of plans, specifications, no publication or designation of architectural standards, plot plans, drainage plans, foundation plans, landscape and/or engineering plans or any other submittals to the Committee (whether approved or disapproved) shall ever be construed as representing or implying that such submittal will result in a properly designed structure or improvement or satisfy any legal or other regulatory requirement promulgated by any agency, entity, or other authority (local, county, state, or federal) having jurisdiction over such matters.

SECTION 9. NON-LIABILITY FOR COMMITTEE ACTION No member of the Committee or any member of the Board of Directors of Bay Pointe Landing on Lake Conroe, or Declarant shall be liable for any loss, damage, or injury arising out of, or in any way connected with, the performance of the duties of the Committee unless due to the willful misconduct or bad faith of the party to be held liable. In reviewing any matter submitted by an applicant, the Committee shall not be responsible for ascertaining whether or not the particular submission is in conformance with certain building codes and/or its conformance to any applicable safety codes.

SECTION 10. TRANSFER OF AUTHORITY TO THE ASSOCIATION The duties, powers, and authority of the Committee may be assigned to the Association by a vote of the majority of the members of the Committee, after 90 percent of the Lots in the subdivision have been completed with a single family residential dwelling erected thereon, and acceptance thereof by the Association's Board of Directors, or in the event of the demise of all members of the Committee, or their disability to such degree as to prevent all of them from performing their duties for thirty (30) consecutive days, the Association's Board of Directors shall have the responsibility, authority and power to perform the functions of the Committee, upon transfer of the Committee's authority as provided herein.

ARTICLE III
BAY POINTE LANDING ON LAKE CONROE
HOMEOWNERS ASSOCIATION, INC.

SECTION 1. ORGANIZATION Declarants have caused the Association to be incorporated as a non-profit corporation under the laws of the State of Texas. The principal purpose of the Association shall be to enforce and act in accordance with the terms and conditions of this Declaration for the betterment, maintenance and promotion of the Subdivision and the health and welfare of the residents thereof.

If, for any reason, the Declarant shall fail to form the required non-profit Association within one (1) year of the date on which these covenants are recorded, any Lot Owner within the subdivision may cause such Association to be formed and the initial Board of Directors shall be elected by the majority vote of the Lot Owners within the subdivision.

The City of Conroe, Texas, shall be authorized, but not required, to exercise the powers of the Association, including the maintenance and assessment power authorized herein.

The Association may adopt such By-Laws, rules and regulation as it shall deem appropriate and that are consistent with these covenants and restrictions.

SECTION 2. OFFICERS AND BOARD OF DIRECTORS The Association shall act through its duly elected officers and Board of Directors whose duties and terms of office shall be as set forth in the Articles of Incorporation and By-Laws of the Association.

SECTION 3. ARTICLES OF INCORPORATION AND BY-LAWS The Articles of Incorporation and By-Laws of the Association, as from time to time amended and restated, are incorporated by this reference into this Declaration with the same force and effect as if they had been recited verbatim herein. Accordingly, the Articles of Incorporation and By-laws, as from time to time amended and restated, shall have the same force, effect and dignity as the provisions of this Declaration. Every reasonable effort shall be made to construe the Articles of Incorporation, the By-Laws and this Declaration, as from time to time amended, supplemented and restated, consistently. However, if any irreconcilable conflict shall arise among the documents, to the extent as provided by law the provisions of this Declaration shall control.

SECTION 4. MEMBERSHIP Subject to the provisions of the following Section 6, every Owner of a Lot in the Subdivision shall be a member of the Association, until such ownership ceases. Membership shall be appurtenant to, and may not be separated from, ownership of the land which is subject to assessment by the Association and shall automatically pass with the title to any subsequent Owner of the Lot. Provided, however, that it shall be the duty of every Owner of a Lot to keep the Association informed of the name and street address of each party qualifying as an Owner and any change thereto as may be specified in its By-Laws.

SECTION 5. COMMITTEE The Association shall have the authority to establish, at any time and on such terms as the Board in its discretion may adopt, such committees as the Board may desire to carry out the purposes of the Declaration. Each committee established by the Board shall have such membership, rights, powers, authorities and limitations, shall perform such functions and services, and shall exist for such period of time, as the Board in its discretion may determine consistent with the act.

Without in any way limiting the generality of the foregoing, the Board is expressly authorized and empowered to establish one or more committees which may have up to the same right, power and authority of the Association as permitted by the governing documents and the act with respect to specific categories of property; for example, a committee with jurisdiction over the office and institutional portions of the Subdivision, a committee with jurisdiction over the industrial portions of the Subdivision and a Committee over the Restricted Reserves.

SECTION 6. VOTING AND MEMBERSHIP LIMITATIONS The Association shall have two (2) classes of voting membership:

- (a) Class "A". CLASS "A" members shall be Owners, with the exception of the Declarant, and shall be entitled to one (1) vote for each Lot owned by such member in the Subdivision; provided, however, when more than one person holds an interest in any Lot, all such persons shall be members, and the single vote for such Lot shall be exercised by the one (1) natural person named by them as they among themselves determine from time to time by written notice executed by them, given to the Association in the manner prescribed by it from time to time, but in no event shall more than one (1) vote be cast with regard to any Lot. Any member failing to give the above prescribed notice shall not be entitled to vote and shall be disqualified in that respect unless waived by the Association by an instrument in writing duly executed by it.
- (b) Class "B". Class "B" members (the Declarant) members shall be allowed six (6) votes for each Lot in the Subdivision in which the Declarant qualifies as the Owner thereof. Class "B" membership shall cease and be converted to Class "A" membership when all Lots in the Subdivision have been sold to Owners other than Declarant.

No member, Class "A" or Class "B" shall be entitled to vote at any meeting of the Association unless member's assessments and other charges, if any, are paid current.

For purposes of this Declaration, a "member in good standing" shall mean an Owner which has, not less than seven days prior to the date established by the Association for casting of votes, fully paid all sums due by it to the Association.

SECTION 7. TITLE TO RESTRICTED OPEN SPACE RESERVES AND COMMON AREA AND AMENITIES The Declarant may retain title to the Restricted Reserves and Common Area and Amenities in the Subdivision until such time as improvements have been completed thereon and until such time as, in the judgment of the Declarant, the Association is able to operate and maintain the same. Until title to such Restricted Reserves and Common Area and Amenities has been conveyed to the Association by Declarant, Declarant shall be entitled to exercise all rights and privileges relating to such Restricted Reserves and Common Area and Amenities granted to the Association in this Declaration, and to use whatever portions of the Common Area and Amenities it deems necessary as a sales office.

The Declarant hereby covenants for itself its successors and assigns that it will transfer fee simple title to the Restricted Reserves and Common Area and Amenities to the Association subject to, at the option of Declarant, existing liens and encumbrances, if any. Title to the Common Area and Amenities shall remain undivided in the Association so as to preserve the rights of the Owners with respect to their use and enjoyment of the Common Area and Amenities. Such transfer shall be made at the Declarant's sole discretion. Portions of the Common Area and Amenities may be transferred separately and at different times.

**ARTICLE IV
COVENANT FOR MAINTENANCE ASSESSMENTS**

SECTION 1. CREATION OF THE LIEN AND PERSONAL OBLIGATION FOR ASSESSMENTS The Declarant, for each Lot within the Subdivision, hereby conveys, and each Owner of any Lot by acceptance of a Deed therefore, whether or not expressed in the Deed or other evidence of the Conveyance, and however acquired by a subsequent Owner, shall be deemed to convey and agree to pay the Association the following:

- (a) Annual assessments; and
- (b) Special assessments

Such assessments payable by the entire Membership shall be established and collected as hereinafter provided. The annual and special assessments, together with such interest thereon, cost of collection thereof, and Attorneys' fees, shall be a charge on the land and shall be secured by a continuing vendor's lien upon the Lot against which such assessments or charges are made. Each such assessment, together with such interest at the highest rate permitted by law, costs, and reasonable attorney's fees for collection thereof shall also be and remain the personal obligation of the Owner of the particular Lot at the time the assessment fell due. Each assessment shall be a charge on the Lot and a continuing lien upon the Lot against which each such assessment is made, and shall not be affected by any change of ownership thereof.

The City of Conroe is herein authorized (but not obligated) to exercise the maintenance assessments (both annual and special) in place of the Association and to secure the assessed cost with a Vendor's Lien against the Subdivision Lots as described above.

Furthermore, the City of Conroe must give the express consent to any change related to the maintenance of required improvements or the power to assess the costs of such maintenance.

SECTION 2. PURPOSE OF ASSESSMENTS The assessments levied by the Association shall be used exclusively for the purpose of promoting the health, safety, welfare and recreation of the residents of the Subdivision, and any other purpose authorized or permitted by this Declaration. Without limiting the foregoing, assessments may be used for the improvement and maintenance of the Property, services and facilities devoted to this purpose and related to the use and enjoyment of the Common Area and Amenities, and of the Townhomes located upon the Property. Such use shall include, but not be limited to, the cost to the Association of all costs and expenses of the Committee, maintenance of the private streets, contract security, taxes and insurance premiums on property of the Association, for repairs and maintenance of the exteriors of the Lots and/or Townhomes as may from time to time be authorized by the Board of Directors, lighting, maintenance of waterways and all Restricted Reserves, paths, parks, parkways, and esplanades in the Subdivision; collecting and disposing of garbage, rubbish and materials of a similar nature; payment of legal fees, bulkhead maintenance, fogging and furnishing other general insecticide services; providing for the planting and upkeep of trees and shrubbery, mowing of grass, in the Restricted Reserves as well as all exterior landscaping, easement maintenance; acquiring and maintaining any amenities, including recreational facilities, that are to be operated for the benefit of the Owners and residents; and the establishment of a maintenance reserve. Subject to the provisions of Sections 3 and 4 of this Article IV, the judgment of the Board of Directors of the Association in establishing annual assessments and special assessments, and with respect to the accumulation and expenditure of said funds, shall be final and conclusive unless said judgment is exercised in bad faith.

SECTION 3. BASIS AND MAXIMUM LEVEL OF ANNUAL ASSESSMENTS Until January 1 of the year immediately following the conveyance of the first Lot to an Owner other than the Declarant, the annual assessment shall be Two Thousand One Hundred Dollars (\$2,100.00) per Lot per year. Annual assessments for the year in which a Lot is sold by the Declarant to an Owner, as well as the monthly assessments due for next succeeding calendar year of annual assessment, shall be due and payable in advance upon the sale of such Lot. From and after January 1 of the year immediately following the conveyance of the first Lot to an Owner, the maximum monthly assessment may be increased each year above the maximum monthly assessment for the previous year without a vote of the membership by the percentage change by which the Consumer Price Index for the immediately preceding calendar year exceeds such Index for the calendar year prior thereto or by fifteen percent (15 %), whichever is greater.

As used herein, the "Consumer Price Index" shall mean the year end Consumer Price Index for all Urban Consumers, published by the U.S. Department of Labor (or a generally accepted replacement should such index no longer be published).

From and after January 1 of the year immediately following the conveyance of the first Lot, to an Owner the maximum annual assessment may be increased above the rates specified in this Section 3, by a vote of two-thirds (2/3) of each class of Members entitled to vote in person or by proxy, at a meeting duly called for this purpose. Such increase shall become effective on the date specified in the document evidencing such approval, and shall be filed for record in the Official Public Records of Real Property in Montgomery County, Texas.

Assessments for any year in which a Lot is sold by Declarant shall be prorated to the date of closing, and assessments shall be due from the Owner thereof from that date forward.

SECTION 4. SPECIAL ASSESSMENTS In addition to the annual assessments authorized above, the Association may levy, in any year a special assessment applicable to that year only, for the purpose of defraying, in whole or in part, the cost of any construction, reconstruction, or unexpected repair or replacement of a particular capital improvement located within the platted area of Bay Pointe Landing on Lake Conroe including the necessary fixtures and personal property related thereto or for any other purpose consistent with the provisions of this Article IV.

SECTION 5. RATES OF ASSESSMENT Both annual and special assessments on all Lots shall be fixed at uniform rates (i.e. the same for each Lot); provided, however, that such assessments shall not commence with regard to any Lot until such Lot is conveyed to an Owner other than Declarant, notwithstanding any provision contained in this Declaration to the contrary.

SECTION 6. EFFECT OF NONPAYMENT OF ASSESSMENT, REMEDIES OF THE ASSOCIATION Any assessments which are not paid when due shall be delinquent and bear interest at the highest non-usurious rate permitted by law, or if no limitation is imposed, then at the rate of eighteen percent (18 %) per annum from thirty (30) days after the due date until paid. If any assessment is not paid within thirty (30) days after the due date, the Association may bring an action at law against the Owner personally obligated to pay the same, and/or foreclose the vendor's lien herein retained against the Lot. Interest, costs of court, and reasonable Attorney's fees (when placed with an attorney for collection, whether with or without suit) incurred in any such action shall be added to the amount of such assessment or charge. Each such Owner, by his acceptance of a deed to a Lot, hereby expressly vests in the Association or its representative the right and power to institute and maintain an action against such Owner personally for the collection of such assessments and charges as a debt and to enforce the vendor's lien by any methods available for the enforcement of such liens at law and in equity, including, without limitation, foreclosure by non-judicial action as provided in Section 51.002 of the Real Property Code of the State of Texas, and such Owner expressly grants to the Association, the power of sale and judicial foreclosure in connection with the vendor's lien. No Owner may waive or otherwise escape said vendor's lien and liability for the assessments provided for herein by abandonment or divestiture of ownership of a Lot for any annual or special assessment which became due and payable during the time when such Owner owned the Lot.

SECTION 7. SUBORDINATION OF THE LIEN TO MORTGAGES The lien of the assessments provided for herein shall be subordinate to the lien of any first mortgage existing at any time upon the particular Lot involved. Sale or transfer of any Lot shall not affect the assessment lien; however, the sale or transfer of any Lot pursuant to mortgage foreclosure (whether by exercise of power of sale or otherwise), or any proceeding in lieu thereof, shall become due prior to such sale or transfer. No sale or transfer shall relieve such Lot from liability for any assessments thereafter becoming due or from the lien thereof, but such lien shall exist as, and constitute, a separate and distinct charge and lien on each Lot.

SECTION 8. EXEMPT PROPERTY All properties dedicated to, and accepted by a local public authority exempt from taxation by the laws of the State of Texas, and all Restricted Reserves and Common Area and Amenities shall be exempt from assessments and charges herein. Notwithstanding the foregoing, no Lot which is used as a residence shall be exempt from said assessment and charges and the vendor's lien herein securing payment hereof.

ARTICLE V **INSURANCE AND REPAIR OF DAMAGE CAUSED BY CASUALTY LOSSES**

SECTION 1. BLANKET PROPERTY INSURANCE The Association shall obtain and continue in effect blanket property insurance to insure the buildings and structures in the Common Areas and Amenities and the Association against risks of loss or damage by fire, and other hazards as are covered under standard extended coverage provision, and said insurance may include coverage against vandalism, in an amount equal to the maximum replacement value of said buildings and structures. The costs, charges and premiums for this insurance shall be a common expense of all Owners and be a part of the maintenance assessment.

SECTION 2. LIABILITY INSURANCE The Association shall obtain comprehensive public liability insurance in such limits as it shall deem desirable, insuring the Association, its Board of Directors, agents and employees, and each Owner, from and against liability in connection with the Common Area and Amenities. The costs, charges and premiums for this insurance shall be a common expense of all Owners and be a part of the maintenance assessment.

SECTION 3. PROPERTY INSURANCE – INDIVIDUAL TOWNHOMES Each Owner shall be held responsible at his own expense and cost for the fire and casualty insurance on his Townhome and for liability insurance. Such insurance must be for full replacement value along with a five hundred thousand dollar personal liability policy. The Association shall be named in said policy as an additional named insured. Proof of such insurance shall be provided

to the Association immediately upon purchase of a Townhome and on policy renewal date of each year thereafter. The Association may file suit against any Owner who fails to comply with this restriction and/or insure Townhomes whose Owners have failed to insure them and assess the Owner for the cost of the insurance. The Association shall have all the remedies to collect such assessment as are given to the Association for collection of the annual assessment.

SECTION 4. INSURANCE ON PERSONAL PROPERTY Each Owner is responsible, at his own expense and cost, for personal casualty and flood insurance on the contents of the Townhome including decorations, furnishings, and personal property therein; their personal property stored elsewhere on the Property and their boat slips, lifts, covers, docks and piers; and for personal liability not covered by the liability insurance for all Owners described in Section 2 above.

SECTION 5. REPAIRS, REBUILDING OR REPLACEMENT OF TOWNHOMES Each Owner is responsible for all repairs, rebuilding and replacement of the structure of his Townhome and or boat slip, lift, cover, dock or pier following damages from storm, fire, or other causes.

SECTION 6. GENERAL CRITERIA FOR REPAIRS All repairs, rebuilding or replacement shall be completed within a reasonable period of time following the incident which caused the damage. The reasonableness of the time required for completion of repairs, rebuilding or replacement shall be determined by the Association. All repairs, rebuilding or replacement shall be done in a manner, style and quality that returns the Townhome to a condition equal to or better than that existing immediately prior to the damaging incident. Any exterior variation from the original plans must be submitted for review by the Committee and approved by the Association prior to initiation of repair, rebuilding or replacement.

ARTICLE VI **PROPERTY RIGHTS**

SECTION 1. OWNER'S RIGHT TO ENJOYMENT – RESTRICTED OPEN SPACE RESERVES Every Member shall have the right to look at and enjoy the natural environment created by the designated Restricted Open Space Reserves (Restricted Reserves) as delineated on the final recorded plat of Bay Pointe Landing on Lake Conroe.

However, no Owner shall have the right of entry to these Restricted Reserves. Their purpose is to create a natural, undisturbed environment for the overall enhancement of the Subdivision. These rights shall be appurtenant to and shall pass with the title to every Lot, subject to the following:

The Board of Directors of the Association shall have the authority and power of keeping the natural integrity of the Restricted Reserves intact. The Association shall have the power to enforce the no entry provision as described in Article VI, Section 1. The Association will have the power to impose fines and/or bring legal action against violators of this provision whether or not the violators are members or nonmembers. The Association will have the right to give entry into the Restricted Reserves to any party it deems necessary for cleanup, care of trees or vegetation, or any and all other functions it deems necessary for the perpetual care and preservation of the Restricted Reserves.

SECTION 2. OWNER'S RIGHT TO ENJOYMENT – COMMON AREAS AND AMENITIES Every Member shall have the right to enjoy the Common Areas and Amenities, and such right shall be appurtenant to and shall pass with the title to every assessed Lot, subject to the following provisions:

- (a) The Association has the right to limit the number of guests of any Member using the Common Area and Amenities.

- (b) The Association has the right to charge reasonable fees for admission and other fees for use of any part of the Common Area and Amenities.
- (c) The Association has the right to suspend the right of use to the Common Area and Amenities by any Member who has unpaid assessments against their Lot.
- (d) The Association has the right to suspend the right of use to the Common Area and Amenities by any Member who, in the opinion of the Association, has acted in an unsafe or illegal manner while using the Common Area and Amenities.
- (e) The Association has the right, in accordance with its Articles of Incorporation and By-laws to borrow money for the purpose of improving the Common Area and Amenities and in aid thereof to mortgage said Property, and the rights of such mortgagee in said Properties shall be subordinated to the rights of the Owners.

SECTION 3. RIGHT TO TRANSFER Upon approval by the Board of Directors, the Association shall have the right to transfer, assign, or convey all or any part of the Restricted Reserves or Common Area and Amenities to any public authority for such purposes as it deems necessary for the enhancement of the Subdivision, however, this provision shall not be construed to limit the right of the Declarant or the Association to grant or dedicate public or private utility easements in portions of the Restricted Reserves or transfer title to any water line, wastewater line, lift station, or any other like facilities, situated on any part of the Restricted Reserves owned by the Association, to any utility company rendering or to render service to the Subdivision or any part thereof.

SECTION 4. DELEGATION OF USE Any Member may delegate, in accordance with the By-laws, his right to use the Common Area and Amenities to the members of his family, his tenants or contract purchasers who reside on the Property.

SECTION 5. PARKING No parking or storing of vehicles, trailers, boats, campers, machinery or equipment, or etc. is allowed on any part of any Lot, easement, right-of-way, Restricted Reserves, Common Area and Amenities, or parking spaces along Old Aqua Landing East, Old Aqua Landing West, or Marina Drive, or in the cul-de-sacs unless such vehicle or object is completely concealed from public view inside a garage or enclosure approved by the Committee, except that one and only one passenger automobile, or passenger van, or motorcycle, or pick-up truck that: (1) is in operating condition, (2) is attractively maintained, (3) has current license plates and inspections stickers, (4) is in daily use as a motor vehicle on the streets and highways of the State of Texas, (5) which does not exceed six feet six inches (6'6") in height, or eight feet (8') in width, or eighteen feet (18') in length, may be parked in the driveway accessing a Lot. The streets are reserved for short term parking. This restriction does not apply to any vehicle, machinery, or equipment temporarily parked and in use for the construction, repair or maintenance of a Townhome. Vehicles in violation of this regulation will be towed at Owner's expense at no liability to the Association whatsoever and will be strictly enforced.

It is the intent of this section that only one vehicle per Townhome will be parked in a driveway on a regular basis and that no vehicle that is an eyesore will be parked in public view. The Association, in its sole discretion, shall have the authority to decide whether or not a vehicle is an eyesore.

ARTICLE VII EXTERIOR MAINTENANCE

SECTION 1. COMMON AREA AND AMENITIES AND RESTRICTED RESERVES The Association shall provide maintenance of these areas including maintenance

and repairs of walks, driveways, parking areas, and other exterior improvements, including but not limited to the bulkhead.

SECTION 2. INDIVIDUAL LOTS The Association shall also provide maintenance on each Lot which is subject to assessment hereunder, as follows: mowing of grass, weeding of beds, and replacement of trees, shrubs, and grass when deemed necessary by the Association.

SECTION 3. TOWNHOME EXTERIOR Maintenance, painting, repair and replacement of the exterior of the Townhomes, including, but not limited to, repair and maintenance of roofs, exterior walls, and slabs shall be the responsibility of the Association. Damage to the exterior of any unit caused by an individual Owner shall be the responsibility of that Owner, and if such repairs are not made, the Association has the right to make such repairs and access the cost to the individual responsible Owner. All interior maintenance of individual units is the sole responsibility of the Owner. Any and all consequential or secondary damage caused by slab failure, leaks or other acts to the interior of any unit is the sole responsibility of the individual Townhome Owner.

ARTICLE VIII **USE RESTRICTIONS**

SECTION 1. RESIDENTIAL USE Each and every Lot is hereby restricted to a residential Townhome dwelling for single family use only, hereinafter referred to as "Residential Use". No commercial or manufacturing use, nor any other use except said Residential Use or home office use, as defined below, shall be made of any of said Lots, even though such commercial or manufacturing use be subordinate or incident to use of the premises for Residential Use. No structure other than one Townhome residence shall be constructed, placed or permitted to remain on any Lot in the Subdivision. As used herein, the term "Residential Use" shall be construed to prohibit the use of any Lot for garage apartments, or apartment houses for rental purposes.

Residences shall be allowed to have rooms designated as a home office. Home offices cannot be used as retail/consumer oriented businesses that would encourage or increase street traffic.

SECTION 2. LAND USE PERMITS A portion of the Lake Conroe shoreline is owned in fee simple title by the San Jacinto River Authority with the right to use such shoreline being granted back to the adjacent fee simple landowner. The use of such shoreline is subject to the terms and conditions stipulated by the San Jacinto River Authority and set forth as such in a Land Use Permit.

SECTION 3. LAND USE PERMIT AREA This area is shown on the Plat as Lots 1 "A" through 26 "A". This property is owned by the San Jacinto River Authority and no interest is being conveyed by the Declarant.

The purchaser (Owner) of each like numbered adjoining Lot shall have the right to and will obtain a Land Use Permit from the San Jacinto River Authority. This right may not be severed from the adjoining Lot and any conveyance of the Lot shall carry with it the exclusive right to acquire the Land Use Permit.

Any such Land Use Permits shall be issued upon the terms and conditions set out by the San Jacinto River Authority and at its sole discretion. The said Land Use Permit shall be personal to each Lot Owner and any change of ownership shall require a new Land Use Permit.

SECTION 4. ANIMALS AND LIVESTOCK No animals, livestock, or poultry of any kind such as, but not limited to, sheep, horses, cattle, swine, poultry, or dangerous animals (as determined to be such at the sole discretion of the Committee) shall be raised, bred, or kept on any Lot. Consistent with its use as a residence, domestic dogs and cats and other usual and common household pets may be kept on a Lot [which shall include in the aggregate not more

than three (3) such adult animals], provided that they are not kept, bred or maintained for business purpose and do not cause a nuisance. No Owner shall permit any dog to leave Owner's Lot unless leashed and accompanied by a member of Owner's household. Household pets shall be subject to the rules and regulations adopted by the Association through its Board of Directors which may by declaration impose stricter standards than those contained in this Section 4 of article VIII.

SECTION 5. NUISANCES No noxious or offensive trade or activity including, but not limited to, any trailer houses and trailer parks, junk or scrap metal yard, waste material business, any dumping, disposal, incineration or reduction of garbage or refuse, any fire, bankruptcy or auction sale or garage sale operation shall be carried out upon the Lot, nor shall anything be done thereon which may be or become an annoyance or nuisance to residents of the Subdivision. The Committee or the Board of Directors of the Association is hereby authorized to determine what constitutes a nuisance. Activities especially prohibited include, but are not limited to the following:

- (a) The performance of work on automobiles or other vehicles upon the Lot or in driveway or streets abutting Lots
- (b) The use or discharge of firearms, firecrackers or other fireworks within the subdivision
- (c) Storage of any type of flammable liquids in excess of five gallons.
- (d) Activities which may be offensive by reason of noise, odor, fumes, dust, smoke, vibration, or pollution which are hazardous by reason of excessive danger, fire, or explosion.

SECTION 6. STORAGE AND REPAIR OF VEHICLES No aircraft, boat, mobile home, tractor, trailer, motor home, marine craft, recreational vehicle, camping unit, boat rigging, truck larger than a three-quarter (3/4) ton pickup, bus, unused or inoperable automobile, towable or self-propelled machinery or equipment, or other offensive object of any kind shall be parked or kept in the street in front of, on the side of, or otherwise on any Lot, unless such vehicle is stored within a garage or totally screened, but in any event, completely out of sight from streets, waterfront or waterways, and all residences, except for marine craft in private boat slips owned by a resident of Bay Pointe Landing on Lake Conroe. No boats, canoes, personal watercraft or etc. can be stored in the backyards (out of the confines of private boat slips) of any Lot located in the Subdivision. No Owner of any Lot in the Subdivision or any visitor or guest shall be permitted to perform work on automobiles or other vehicles in driveways or streets other than work of a very temporary nature. As used in this Section 6, the term "temporary" shall mean that the vehicle shall not remain in the driveway for more than twenty-four (24) hours.

SECTION 7. BOATS All boats permanently or semi-permanently kept at individual boatdocks shall be for the personal, private, non-commercial use of Property Owners. No live aboards, nor occupancy of any boat as a residence, nor any use of toilet or washbasin facilities is permitted while at the waterfront structure. All boats must be maintained in a neat and clean manner and shall present an attractive appearance.

SECTION 8. PERMITTED HOURS FOR CONSTRUCTION AND CONSTRUCTION WORKER LIMITATIONS Except in an emergency, or when unusual circumstances exist, as determined by the Committee, outside construction work or other noisy construction work shall be permitted only between the hours of 7:00 a.m. and 7:00 p.m. No construction workers should be allowed to play loud music or use loud language in performing their particular job. No construction worker will be allowed to consume any type of alcoholic beverage at any time on the platted boundaries of the Subdivision. All construction workers are to use good judgment and prudent behavior so as not to offend in any way the residents of the Subdivision. The building contractor and his construction workers are to keep their particular construction site (and corresponding street frontage) neat, clean and orderly at all times.

SECTION 9. DISPOSAL OF TRASH No trash, rubbish, garbage, manure, debris or offensive material of any kind including, but not limited to grass cuttings, leaves and tree limbs, shall be kept or allowed on any Lot, nor shall any Lot be used or maintained as a dumping ground for such materials, nor shall any such material be buried on site or be placed or dumped into the storm sewer system. All such material shall be placed in sanitary refuse containers constructed of metal, plastic, or masonry materials with tight fitting covers or lids and placed in a designated area adequately screened, by landscaping and/or fencing, from the streets, waterfronts, other residences, and the Restricted Reserves.

No compost piles will be allowed to be maintained on any Lot, Reserve or Common Area and Amenities.

Equipment used for the temporary storage and/or disposal of such material prior to removal shall be kept in a clean and sanitary condition and shall comply with all current laws and regulations and those which may be promulgated in the future by any federal, state, county, municipal or other governmental body with regard to environmental quality and sanitary waste disposal. In a manner consistent with good housekeeping, the Owner shall remove such prohibited matter from his Lot at regular intervals, at his expense. No burning of leaves, brush, limbs, rubbish, or trash at any time. No storage area shall be permitted between any residence or building on Lot and the street.

All builders during the construction of homes will be required to use one centralized portable container for the containment of all non-usable building materials (scrap) and trash. All scrap and trash is to be placed in this container on as-needed basis so as not to allow any accumulation of these materials inside or outside the house being constructed at any time. These containers must be cleaned out at timely intervals so as not to allow for any overflow of trash.

SECTION 10. CONSTRUCTION USE No temporary or portable building or other structure shall be moved onto any Lot without written permission from the Committee, and any such building or structure (if allowed) will be promptly removed upon completion of construction work. No stumps, trees, underbrush, or any refuse of any kind or scrap material from improvements being erected on any Lot or building site shall be placed on any streets or easements or on other Lots or building sites. All such material, if not disposed of immediately, shall be removed from the property and disposed of immediately upon completion of said improvements. In order to receive permission from the Committee, temporary structures used as building offices or for other related purposes during the construction period must be inconspicuous and should be kept neat, clean, and orderly at all times. No portion of construction of one Lot shall encroach upon another Lot.

SECTION 11. STORAGE OF BUILDING MATERIALS No Lot shall be used for the storage of any building materials whatsoever, except that material to be used in construction of improvements erected upon a Lot may be placed upon such Lot at the time construction is commenced, and then such material shall be placed within the property lines of the Lot or building site upon which improvements are to be erected. Building materials may remain on Lots for a reasonable time, so long as the construction progresses without undue delay after which time such materials shall be removed from the Lot. Under no circumstances shall building materials be placed or stored on the street.

SECTION 12. MINERAL PRODUCTION No drilling of any type (including water wells), developing operations, refining, quarrying or mining operations of any kind shall be permitted upon any Lot or Restricted Reserves, nor shall oil and gas 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 permitted upon any Lot. Declarant waives its right to use of the surface of the Subdivision for the exploration, development or production of oil, gas or other minerals from the mineral estate, if any owned and retained by Declarant.

SECTION 13. INDUSTRIAL USE Industrial use of the properties is prohibited. No use shall be permitted which is offensive by reason of odor, fumes, dust, smoke, noise, pollution or other undesirable affect, or which is hazardous by reason of excessive danger of fire or explosion.

SECTION 14. EXCAVATIONS No excavations shall be made and no sand, gravel or soil shall be removed from the properties except in connection with a grading and/or building plan (as approved by the architectural Control Committee).

SECTION 15. TREES No live tree (above a four-inch caliper) shall be cut or felled except as required for construction work without the approval of the Committee. In order for the Committee to approve the loss of a tree or trees, another approved tree or trees shall be planted to replace same such loss.

SECTION 16. SATELLITE DISH AND ANTENNA USE No exterior television, radio, or other electronic antenna or device shall be erected, constructed, placed, or permitted on or to remain on any Lot or any of the residences, buildings, structures or other improvements constructed on any Lot in the Subdivision unless the same shall have been approved in writing by the Committee. All of the foregoing items shall be wholly concealed in the attic space of the residence. Small (24" maximum diameter) dish antennas are allowed.

SECTION 17. STORAGE No Lot shall be used for the storage of commercial products, liquid, or otherwise, except the "Building Materials" as described in Section 11 of this Article VIII.

SECTION 18. RESTRICTED OPEN SPACE RESERVES AND COMMON AREA AND AMENITIES These areas shall only be for the "aesthetics" or for the overall appearance and enjoyment of the subdivision. The Association, acting through the Board of Directors, shall have the right and power to enforce use restrictions in these areas.

SECTION 19. MISCELLANEOUS No privy, cesspool or septic tank shall be placed or maintained in the Subdivision. Whenever a residence is established on any Lot, all toilets and other sewage outlets shall be connected with the provided central sewer service. The outdoor drying of clothes or other materials is prohibited.

SECTION 20. WINDOW AIR CONDITIONERS OR HEATERS No window or wall type air conditioners or heaters shall be permitted to be used, erected or maintained on or in any building in any part of the Lot, except that the Committee may, at its discretion, permit window or wall type air conditioners or heaters to be installed if such units, when installed, shall not be visible from public view, such permission to be granted in writing.

SECTION 21. LOT USE Lots in the Subdivision may not be re-subdivided into smaller building sites. Whole Lots may be combined so as to create a single Townhome Lot. The entire area resulting from any such combination shall be treated as a single Townhome Lot, as if originally platted as such on said map or plat of this Subdivision.

SECTION 22. WINDOW COVERINGS All window coverings must be of a neutral color on the side facing the exterior. The use of window film is prohibited.

SECTION 23. FIREARMS No Owner shall use any portion of the Subdivision, or permit its Lot to be used, for hunting purposes, or discharge from any portion of the Subdivision, or permit to be discharged from its Lot, any rifle, shotgun, pistol or other firearm, or any bow and arrow, or any other device or weapon designed to fire or shoot any projectile for the purpose of injuring or killing.

SECTION 24. OPEN FIRES No Owner shall build in the Subdivision, or permit to be built on its Lot, any open fires; provided, however, that this Section 24 shall not prohibit the use by any Owner or Occupant of a residence of an interior fireplace or of a small and safe outdoor firepit, fireplace or outdoor cooking facility, but only (i) within the Owner's or Occupant's Lot or such areas as may, from time to time, be designated for such purpose by the Association, and (ii) in strict compliance with the instructions as may be provided in the manufacturer's or vendor's manuals for such cooking facilities.

ARTICLE IX
ARCHITECTURAL RESTRICTIONS

All architecture shall be contiguous with the design of the Subdivision. All architectural controls set forth in this Declaration or created by the Committee in Architectural Control Standards shall be enforced.

SECTION 1. TYPE OF RESIDENCE Only one townhome residence may be constructed on each Lot or combination thereof, but no more than three (3) stories above the flood plain elevation according to the Federal Flood Plain F.I.R.M. (Flood Insurance Rate Map) in existence at the time construction of such building commences. Nothing herein shall be construed to prohibit the use of the attic space in any residence for additional living area. All residences shall have a garage area for at least one (1) cars. Carports on Lots are prohibited unless approved in writing by the Committee in conjunction with an aforementioned garage. All structures shall be of new construction, and no structure shall be moved from another location onto any Lot. All residences must be kept in good repair and must be painted when necessary to preserve their attractiveness.

SECTION 2. GARAGES All residences shall have a garage area for at least one car. No porte-coheres will be allowed to be built in lieu of garages.

SECTION 3. OUTBUILDINGS Any structure other than the main Townhome or garage is herein defined as an outbuilding. No outbuildings will be allowed to be constructed on any Lot.

SECTION 4. LIVING AREA REQUIREMENTS The interior living area of the residential structure (exclusive of porches, decking, terraces, patios, driveways, or living quarters for bona fide domestic servants and garages) must satisfy the minimum square footage requirements of 1500 square feet for one Lot. Any area on the ground level of the residential structure shall be constructed in compliance with all federal, state and local regulations and standards. No area below the minimum elevation requirements may be used or occupied for habitable purposes.

SECTION 5. MINIMUM ELEVATION The buildings placed or erected on any Lot shall be constructed in compliance with all federal, state, and local regulations and standards, and satisfy all mandatory minimum elevation requirements as to the interior living area of the residential structure. Provided, however, in no event shall the elevation of the interior living area of the residential structure (exclusive of porches and decking), measured to the top of the lowest interior living area floor, be less than 207.5 feet above mean sea level.

SECTION 6. LOCATION OF RESIDENCE All setback lines and easements are recorded on the final plat. The Committee has the authority to require that all improvements on Lots be staked out and that such staking be approved by the Committee before any tree cutting is done or any construction site work is begun.

No building shall be located on any Lot nearer to the bulkhead, bank, or shoreline of Lake Conroe than the minimum building setback line shown on the recorded plat unless approved in writing by the Committee. No part of a permanent residence be closer than fifteen (15) feet from the bulkhead. Unless otherwise approved by the Committee in writing, all residences, especially those on corner Lots, shall face the street on which they front.

SECTION 7. WATERFRONT IMPROVEMENTS Are defined as any improvements performed on the lake side of the rear building line. Any waterfront improvements constructed hereof, must comply with all applicable rules, regulations, requirements (including, without limitation, such restrictions as health, safety or zoning codes or ordinances collectively, "Legal Requirements") of any special district, city, county, state, federal or other governmental or quasi-governmental agency, board, bureau, commission, court, department, or other authority ("Governmental Authority") having jurisdiction over the construction, ownership or operation of improvements on the Lots. Any and all necessary permits, governmental authority consents, qualifications, classifications, approvals, and other related matters including but not limited to

the San Jacinto River Authority, Army Corp of Engineers, U.S. Coast Guard, etc. must be presented to the Association for review ten (10) days prior to the commencement of construction.

Views to and from Lake Conroe are encouraged and are very protected by the Declarant throughout these Restrictions, so that each view can become a positive addition to the environment of the Properties in the entire Subdivision. Any improvement must be approved by the Committee in writing prior to beginning said improvements.

SECTION 8. DRIVEWAYS On each Lot, the Builder shall construct, after the construction of the slab the driveway from the garage to the front or the side street, including the portion of the driveway in the street easement, and the Builder shall repair at their own expense any damage occasioned by connecting the driveway, to the street. Maintenance of driveways is the responsibility of the Association except for damage caused by Owner.

SECTION 9. BULKHEADS As used in this Declaration, the term "bulkhead" shall mean the vertical retaining wall for erosion control installed along the Waterfront Lots. Notwithstanding the foregoing, the bulkhead shall be constructed uniformly along with the Waterfront Lots, and shall take such form or shape and be constructed of such materials as shall be acceptable to the area. The bulkheads located on the Lots and properties have been placed and constructed thereon for the purposes of creating, defining and protecting the waterfront boundaries of the Lots, all respectively being situated in, on, about, adjacent to or forming a part of the Subdivision.

The bulkheading is appurtenant to the Lots of the Subdivision to which they are adjoined or attached. Replacements and repairs must meet the approval of all necessary agencies and the Committee and shall be paid for by the Association.

An affirmative duty is imposed upon each Owner, for himself, his family members, his tenants, and his contract purchasers who reside upon the property, and for each of their guests and invitees on their property, to maintain a clean and safe area in, on and around the bulkhead on his Lot, to neither damage nor harm the bulkhead through intentional misuse, neglect, negligence or construction to, on or around the bulkhead and not to cut, split, divide, separate or detach any part of the bulkhead in any manner. Repair of damages to the bulkhead caused by Owner will be the sole responsibility of the Owner. Such repairs must return bulkhead to its original condition. Such repairs not made by Owner will be made by the Association and assessed to the individual Lot Owner.

SECTION 10. DOCKS, PIERS, BOATSLIPS, COVERS AND LIFTS No dock, boatslip, pier or other structure may be installed or constructed without the written approval of the Committee. Request to construct any such structure shall be in writing to the Committee and must be accompanied by a complete set of plans and specifications. No homemade type dock, boatslip, boat cover, or bulk heading will be allowed. Location, size and shape of boatdocks, slips and piers is at the sole discretion of the Committee. Only one dock system per residence, containing storage space for no more than one boat, will be permitted, unless approved by the Committee. All maintenance of docks, piers, cover, boatslips, lifts, etc. shall be the responsibility of the Lot Owner, and all such items must be properly maintained at all times. Failure to maintain such items in a timely manner shall result in maintenance being performed by the Association and the costs of such maintenance being assessed to the individual Lot Owner.

No docks, piers, or boatslips may be constructed until construction of the Townhome has started. Any boatslip, pier or dock to be constructed must first be permitted by the San Jacinto River Authority. Permit must accompany Owner's request for approval to the Committee.

To protect the view of adjoining Lots, only low profile boat covers may be placed over aforementioned boat slips. All boat covers to be of a green color as approved by the Committee and shall be no higher than 6 feet above the standard bulkhead height of 203' above mean sea level. Height of cover must be approved by the Committee.

No house boat may be semi-permanently or permanently moored adjacent to the rear of any Lot.

Any pier damaged or destroyed by a storm, Act of God or any other manner out of the control of the Lot Owner, must be repaired to its original condition or completely removed to the satisfaction of the Committee or the Committee shall have repairs made as deemed necessary and the cost of such repairs or removal of the pier shall be assessed to the individual Lot Owner. This repair or removal must occur within sixty (60) days of date of sustained damage.

Any waterfront improvement not conforming with the specifications outlined herein or all legal requirements will be removed by the Association and the cost of removal will be assessed against the Lot upon which the pier was located.

SECTION 11. FENCES The erection of chain link fence or wood fence is prohibited. All fences shall be wrought iron and built in accordance with the following regulations.

Each individual Lot will consist of two zones:

- (1) **Front Zone** - will be defined as that portion of the Lot that extends from the front property line (per the recorded subdivision plat of Bay Pointe Landing on Lake Conroe) to an imaginary line drawn parallel to the front of the residence. Any fence constructed in this zone must be wrought iron. The wrought iron must exactly match the shape, size, spacing, etc. of the wrought iron in the front of the subdivision. Any fence constructed in this zone must be a minimum of five feet high from the ground and a maximum of six feet from the ground. Only square iron support type posts (3 or 4 inches wide) on 8' centers are allowed for structural support.
- (2) **Back Zone** - will be defined as that portion of the Lot that extends from an imaginary line drawn parallel to the back of the residence to within 3' of the property termination at waters edge. Any fence constructed in this zone must be built of wrought iron only. Again, the wrought iron must exactly match the subdivision fence (with no masonry posts). This fence will be allowed to have square iron support type posts (3 or 4 inches wide) on 8 foot centers to provide structural integrity. The main body of any fence constructed in this zone must be a minimum of four feet high and a maximum of five feet high from the ground.

All fences in either zone must be approved by the Committee in writing prior to construction.

SECTION 12. GRASS, SHRUBBERY, AND FENCING Before and after construction, all Lots shall be kept at all times in a sanitary, healthful and attractive condition, and the Owner or Occupant of all Lots shall keep the outside premises free of litter and any other unsightly materials or objects. Dead or damaged trees on each Lot shall be promptly removed or repaired by the Association thereof upon written request from the Owner of any Lot. Declarant may designate fill areas into which materials specified by Declarant may be placed with approval of the Committee. The Committee may require plants or other screening devices around boxes, transformers and other above-ground utility equipment. The Builder shall install and the Association shall maintain any exterior landscaping placed on any Common Area and Amenities, Reserve, or on any Townhome Lot. The Association shall have the right to enter upon the Lots to plant, install, maintain and replace such shrubbery or other screening devices.

SECTION 13. SIGNS AND BILLBOARDS The right is reserved by the Declarant and its designated agent to construct and maintain such signs, billboards or advertising devices as is customary with the general sale of the property. The Declarant and the Association shall have the right to erect identifying signs at the entrance to the Subdivision, within the Subdivision, and on the waterfront. Also allowed are signs used by a general contractor (builder), real estate agent, or homeowner to advertise the property during construction and/or sale period. These signs are limited to one sign at the curb and one sign at the bulkhead. These signs may be no larger than three feet by three feet. Other signs may be allowed with the

approval of the Committee. The Committee shall have the right to remove any sign not complying with the above, and in so doing, shall not be liable and are expressly relieved from any liability for trespass or other tort in connection therewith or arising from such removal.

SECTION 14. SIDEWALKS No sidewalks can be placed parallel to the front curb. Only interior sidewalks will be allowed from drive to house or for the street to the house. Materials for construction of sidewalks must match the materials and surface treatment of the driveway and conform to overall appearance of the subdivision.

SECTION 15. SWIMMING POOLS No swimming pool may be constructed on any Lot unless approved in writing by the Committee.

SECTION 16. MAILBOXES AND ADDRESS NUMBERS Mailboxes and address numbers will be installed by the builder and maintained by the Association. Address numbers shall be displayed in a standard design approved by the Committee.

SECTION 17. PRIVATE UTILITY LINES All electrical, telephone, and other utility lines and facilities which are located on a Lot, and are not owned by a governmental entity or a public utility company, shall be installed in underground conduits or other underground facilities unless otherwise approved in writing by the Committee.

SECTION 18. VISUAL APPEARANCE Any part of a residence which abuts a corner or any street shall have an appearance as attractive as that of the front of the residence.

SECTION 19. TEMPORARY BUILDINGS Temporary buildings or structures shall not be permitted on any Lot, with the following exception: Declarant may permit temporary toilet facilities, sales and construction offices and storage areas to be used in connection with the construction and sale of residences. Builders in the Subdivision may use garages as sales offices for the time during which such Builders are marketing homes within the Subdivision. At the time of the sale of a residence by a Builder, any garage appurtenant to such residence used for sales purposes must have been reconverted to a garage.

SECTION 20. TRAFFIC SIGHT AREAS No fences, shrubs, or other obstructions shall be allowed on any Lot within the subdivision to impair proper safety of sight.

SECTION 21. MISCELLANEOUS Each kitchen in each residence shall be equipped with a garbage disposal unit in a serviceable condition. There shall be no decorative appurtenances placed on front lawns or wherever visible from the street or from the water including, but not limited to, landscape timbers, railroad ties, planter bed edging, sculptures, bird baths, birdhouses, fountains or other decorative embellishments, unless such specific items have been approved in writing by the Committee.

SECTION 22. LAWN SPRINKLER SYSTEMS Lawn sprinkler systems will be installed by the builder and maintained by the Association.

SECTION 23. ENFORCEMENT OF ARCHITECTURAL CONTROL STANDARDS AND ARCHITECTURAL RESTRICTIONS In the event of a violation of any covenant herein by any Owner, or his Builder, or Occupant of any Lot, and continuance of such violation after ten (10) days written notice thereof, which in the opinion of the Committee or the Association is detrimental to the enjoyment of the adjoining property or is unattractive or is a health or safety hazard, the necessity for repairing or painting improvements, or the doing of all other things necessary or desirable, in the opinion of the Committee or the Association, consistent with the Restrictions, or in the event the Owner or Occupant has not proceeded with due diligence to commence and thereafter complete appropriate repairs and maintenance to improvements after such notice, the Committee and the Association, or either one of them, shall have the right (but not the obligation) to repair, maintain, and restore the Lot and the exterior of the residence and any other improvement located thereon. To the extent necessary to prevent or to remedy rodent or insect infestation, diminish fire hazards or otherwise accomplish any of the above needed repairs, maintenance and restoration, the Committee or the Association shall have the right, through its representatives, to enter any residence or improvements located upon such Lot and may within its discretion remedy the same, rendering a statement to the Owner of such

Lot who shall be liable to the Committee or the Association for the cost of work with respect thereto, together with interest thereon from thirty (30) days after the due date until paid at the highest non-usurious rate permitted by law, or if no such limitation is imposed, then at the rate of eighteen percent (18%) per annum and reasonable Attorney's fees for the collection thereof regardless of whether suit is instituted. The Owner agrees by the purchase of the Lot to pay such statement immediately within thirty (30) days from notice thereof. If such Owner shall fail to reimburse the Declarant, Committee, or Association within thirty (30) days after receipt of a statement for such work, then the amount of such charge shall constitute a lien on the residence and Lot on which the work was performed. Such lien on the residence and Lot on which the work was performed shall be enforceable as any other assessment lien as provided in this Declaration. The Declarant, Committee, and Association, and their representatives, shall not be liable, and are hereby expressly relieved from any liability, for the performance of the foregoing.

ARTICLE X **EASEMENTS**

SECTION 1. EXISTING EASEMENTS The Subdivision Plat dedicates for use as such, subject to the limitations set forth therein, certain streets and easements shown thereon, and the Subdivision Plat also established dedications, limitations, reservations and restrictions applicable to the Lots. All dedications, limitations, restrictions and reservations shown on the Subdivision Plat and all grants and dedications of easements and related rights heretofore made by Declarant and Declarant's predecessors in title affecting the Lots are incorporated herein by reference and made a part of this Declaration for all purposes, as if fully set forth herein, and shall be construed as being adopted in each and every contract, deed or conveyance executed or to be executed by or on behalf of Declarant and each Owner conveying any part of the Lots.

SECTION 2. MAINTENANCE There is hereby created a blanket easement upon, across, over and under all of the property within the Subdivision for the ingress and egress for purpose of maintaining building exteriors and landscapes, shrubs and grass. The utility companies furnishing service shall have the right to remove all trees situated within the utility easements shown on the Subdivision Plat or herein granted, and to trim overhanging trees and shrubs located on of the Lot abutting such easement.

SECTION 3. EMERGENCY AND SERVICE VEHICLES An easement is hereby granted to all police, fire protection, ambulance and other emergency vehicles, and to garbage and trash collection in the performance of their duties. Further, an easement is hereby granted to Declarant, the Committee and the Association, and their respective officers, agents, employees and management personnel to enter the Lots to inspect and render any lawful service.

ARTICLE XI **GENERAL PROVISIONS**

SECTION 1. NO WAIVER The Declarant, Association, Committee and any Owner shall have the right to enforce, by any proceeding at law or in equity, the covenants, conditions and restrictions contained herein. Failure by any such party to enforce any of the provisions herein contained shall in no event be deemed a waiver of the right to do so thereafter.

SECTION 2. DURATION These covenants shall run with the land and shall be binding upon all parties and all persons claiming under them for a period of thirty (30) years from the date these covenants are recorded, after which time said covenants shall be automatically extended for successive periods of ten (10) years each, unless an instrument signed by a two-thirds (2/3) majority of the then Owners of the Lots has been recorded, agreeing to change or terminate the covenants herein, in whole or in part, prior to the respective renewal period and filed for record in the Office of the County Clerk of Montgomery County, Texas.

SECTION 3. SEVERABILITY Invalidation of any one of these covenants by judgment or other court order shall in no way affect any other provisions, which shall remain in full force and effect, except as to any terms and provisions which are invalidated.

SECTION 4. GENDER AND GRAMMAR The singular, wherever used herein, shall be construed to mean or include the plural when applicable, and the necessary grammatical changes required to the provisions hereof apply either to corporations (or other entities) or individuals, male or female, and shall in all cases be assumed as though in each case fully expressed.

SECTION 5. TITLES The titles of this Declaration contained herein are for convenience only and shall not be used to construe, interpret or limit the meaning of any term or provision contained in this Declaration.

SECTION 6. AMENDMENT This Declaration may be amended by an instrument executed by the Owners of two-thirds (2/3) of the Lots.

SECTION 7. EXECUTION BY THE ASSOCIATION The Association, by joining in the execution hereof, agrees to be bound by all of the terms and provisions of this Declaration.

SECTION 8. ENFORCEMENT The terms and provisions of this Declaration shall run with and bind the land in Bay Pointe Landing on Lake Conroe and shall inure to the benefit of and be enforceable by Declarant, the Association, the Committee, and the Owner of any Lot, and by their respective legal representatives, heirs, successors, and assigns, if qualifying as an Owner pursuant to Section 19 of Article I. This Declaration may be enforced in any proceeding at law or in equity against any person or entity violating or threatening to violate any provision hereof, to enjoin or restrain violation or to recover damages, and against the property to enforce any lien created by this Declaration. Failure of Declarant, the Association, and Committee or any Owner to enforce any term or provision of this Declaration shall never be deemed a waiver of the right to do so thereafter.

SECTION 9. INCORPORATION The terms and provisions of this Declaration shall be construed as being adopted in each and every contract, deed or conveyance hereafter executed by Declarant conveying all or any part of the land in the Subdivision, whether or not referred to herein, and all estates conveyed therein and warranties of the title contained therein shall be subject to the terms and provisions of this Declaration.

SECTION 10. INSURANCE The Association shall have the right, power and authority to obtain and maintain policies of insurance covering such risks, issued by such companies, upon such terms and with such deductibles as the Board may from time to time determine. Such insurance may include, but shall not be limited to, general liability insurance for bodily injury and property damage, contractual liability, host liquor liability and other coverages found in broad form liability endorsements, fidelity insurance, non-owned automobile insurance and officers and directors liability. The Association shall also have the right, power and authority to obtain and maintain fidelity bonds covering those Persons who have access to the funds of the Association. The Association shall have the right, power, and authority to adjust and settle any claim insured against under, and to receive and disburse any insurance proceeds payable pursuant to, any policy obtained by the Association in such manner as the Board may determine.

SECTION 11. LIABILITY Notwithstanding anything to the contrary, neither Declarant, the Committee or the Association, nor any person acting on their behalf with regard to the matters set forth in this instrument including, but not limited to, the Board of Directors of the Association, any of their Committee members or any person engaged by them to act hereunder, as well as their successors and assigns, shall have any liability hereunder to any third party, including the Owners, with respect to any act of commission or omission except for gross negligence or willful fraud. To the fullest extent permitted by law, each Owner and every person claiming by, through, or under them, waives rights of subrogation with respect to any policy of insurance to the fullest extent permitted by law, but only to the extent that the same does not invalidate the applicable insurance policy, such subrogation rights being waived as against

Declarant, the Committee and the Association, or any person acting on their behalf with regard to the matters set forth in this instrument including, but not limited to, the Board of Directors of the Association, any of their Committee members of any person engaged by them to act hereunder, as well as their respective successors and assigns.

SECTION 12. NOTICES Any notice to any member or Owner under the provisions of this Declaration shall be deemed to have been properly given when hand delivered or mailed, postpaid to the last known address of the person who appears as a member or Owner on the records of the Association at the time of such notice.

SECTION 13. INTERPRETATION If any disagreement shall arise between Members as to the interpretation or application of this Declaration or any other documents relating thereto, the disagreement shall be resolved by the Board and the determination of the Board shall be final and binding upon all Members unless the determination was fraudulently induced or arbitrarily or capriciously rendered.

SECTION 14. OMISSIONS If any punctuation, word, clause, sentence or provision necessary to give meaning, validity, or effect to any other word, clause, sentence, or provision appearing in this Declaration shall be omitted herefrom, then it is hereby declared that such omission was unintentional and that the omitted punctuation, word, clause, sentence or provision shall be supplied by inference.

SECTION 15. AMENDMENTS BY DECLARANT The Declarant shall have and reserves the right at any time and from time to time with the consent of the Committee to amend this Declaration by an instrument in writing duly signed acknowledged and filed for record for the purpose of correcting any typographical or grammatical error, ambiguity or inconsistency appearing herein, or other changes, provided that any such amendment shall be consistent with and in furtherance of the general plan and scheme of this Subdivision as evidenced throughout this Declaration and shall not impair or affect the vested property or other rights of any Owner or such Owner's mortgagee.

SECTION 16. DECLARANT'S USES Declarant may and hereby reserves the right to conduct its administrative activities and marketing program for the Subdivision from any location within the Subdivision, whether from permanent or temporary facilities.

SECTION 17. VARIANCES The Committee, at its sole discretion, is hereby permitted to approve deviations in all Use and architectural restrictions concerning building area, location of improvements on the Lots, and building materials used in construction on the Lots in instances where in The Committee's sole judgment and discretion, such deviation will result in a more common beneficial use and or provide more continuity to the overall character and aesthetics of the Subdivision. Such approvals will be granted on a case by case basis and must be granted in writing by the Committee and when granted will automatically amend such restrictions, only insofar as the restrictions apply to the Lot for which the variance was requested. The Committee is under no obligation to consider or grant variances. However, all variances shall comply with legal requirements.

Upon request by a Lot Owner, the Committee shall have thirty (30) days to consider such request and if the Committee does not respond within thirty (30) days of receipt of such written request, the Committee shall be deemed to have denied the request.

SECTION 18. PUBLIC DEDICATION The Association shall offer the streets for public dedication upon the affirmative vote of the Owners of a majority of the Lots located within the subdivision. Neither the City of Conroe nor any other public entity shall be required to accept the public dedication of such streets. If accepted, all access control facilities shall be removed and unrestricted public access to such streets shall be permitted. Private streets will be accepted in an "as is" condition and acceptance shall not be deemed to obligate the accepting public entity to improve such streets above their then existing condition, the method and manner of street maintenance or improvements being at the sole discretion of the accepting public entity.

ARTICLE XII
ANNEXATION AND ADDITIONS

SECTION 1. ANNEXATION OF AFFILIATED SECTIONS OR SUBDIVISIONS WITHOUT CONSENT OF CLASS "A" MEMBERSHIP As the Owner thereof, or if not the Owner, with the consent of the Owner thereof, Declarant shall have the unilateral right, privilege and option, from time to time at any time until thirty (30) years from the date this Declaration is recorded in Declaration and the jurisdiction of the Association, whether in fee simple or leasehold, by filing in the Montgomery County Real Property Records, a supplemental amendment annexing such property. Such supplemental amendment to this Declaration shall not require the vote of members or approval by any person. Any such annexation shall be effective upon the filing for record of such supplemental amendment, unless otherwise provided therein.

Declarant shall have the unilateral right to transfer to any other person the-said right, privilege, and option to annex additional property which is herein reserved to Declarant, provided that such transferee or assignee shall be the developer of at least a portion of said real property.

SECTION 2. ANNEXATION OF AFFILIATED SECTIONS OR SUBDIVISIONS WITH CONSENT OF CLASS "A" MEMBERSHIP Subject to the written consent of the Owner thereof, upon the written consent of affirmative vote of a majority of the number of the Class "A" votes of the Association present or represented by proxy at a meeting duly called such purpose, the Association may annex real property, and following the expiration of the right in Section 1 hereof, to the provisions of this Declaration and the jurisdiction of the Association by filing for record in the Montgomery County Real Property Records, a supplemental amendment shall be signed by the President and the Secretary of the Association, and any such annexation shall be effective upon filing, unless otherwise provided therein. The time within which and the manner in which notice of any such meeting of the Class "A" members of the Association, called for the purpose of determining whether additional property shall be annexed, and the quorum required for the transaction of business at any such meeting, shall be as specified in the By-Laws of the Association for regular or special meetings, as the case may be.

SECTION 3. ADDITIONS BY DECLARANT The Declarant, his successors and assigns, shall have the right to bring within the scheme of this Declaration additional properties in future stages of the development (including, without limitation, subsequent sections of Bay Pointe Landing on Lake Conroe).

SECTION 4. MERGERS Upon a merger or consolidation of the Association with another association, the Association's properties, rights and obligations may be transferred to another surviving or consolidated association or, alternatively, the properties, rights and obligations of another association may be added to the properties, rights and obligations of the Association as a surviving corporation pursuant to a merger. The surviving or consolidated association shall administer the covenants and restrictions applicable to the properties of the other association as one scheme. No such merger or consolidation, however, shall affect any revocation, change or addition to the covenants established by this Declaration or any Supplemental Declaration.

SECTION 5. OTHER ASSOCIATION PRIVILEGES The Declarant or the Board of Directors of the Association may negotiate and contract in the name of the Bay Pointe Landing on Lake Conroe Homeowners Association, Inc. for the use of properties or facilities of other Associations or Subdivisions including, but not limited to, swimming pools and tennis courts. All members shall abide by any such contract, and the rules and regulations of that Association or Subdivision as they relate to the properties or facilities to be used. Said contract shall not affect any revocation, change or addition to the covenants established by this Declaration or any Supplemental Declaration.

IN WITNESS HEREOF, this Declaration is executed as of the 6 day of December, 2000.

DECLARANT:

Southeast Texas Development Group, Inc.
dba Benchmark Development Co.

BY *Paul Ryan*
Paul Ryan, President

ASSOCIATION:

Bay Pointe Landing on Lake Conroe Homeowner's Association, Inc.

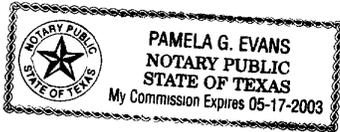
BY *Paul Ryan*
Paul Ryan, President

ACKNOWLEDGMENT

THE STATE OF TEXAS :
:
COUNTY OF MONTGOMERY :

This instrument was acknowledged before me this 6 day of December, 2000 by Paul Ryan, President of Southeast Texas Development Group, Inc., (dba Benchmark Development Co) a Texas Corporation, on behalf of said Corporation.

Pamela G. Evans



Notary Public in and for the
STATE OF TEXAS

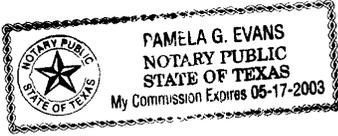
Notary's printed name

ACKNOWLEDGMENT

STATE OF TEXAS :

COUNTY OF MONTGOMERY :

This instrument was acknowledged before me this 6 day of December, 2000
by Paul Ryan, President of Bay Pointe Landing on Lake Conroe Homeowners Association, Inc.,
a Texas Non-Profit Corporation, on behalf of said Corporation.



Pamela G. Evans

NOTARY PUBLIC in and for
the STATE OF TEXAS

Notary's printed name

813-00-0055

EXHIBIT "A"

**THIS INSTRUMENT IS A LAND USE PERMIT ONLY
AND DOES NOT CONVEY AN INTEREST IN REAL PROPERTY**

**SAN JACINTO RIVER AUTHORITY
(the "Authority")**

**LAKE CONROE
DAM AND RESERVOIR**

PERMIT No. _____

Date _____

**LAND USE PERMIT
(the "Permit")**

TO:

In consideration of the cash payment by Permittee(s) to the Authority of the applicable Permit fee, and other good and valuable consideration, the receipt of which are hereby acknowledged, the Permittee(s) named above is hereby issued a Permit to maintain a land fill and to use and enjoy the surface thereof but subject to the rights of use thereof by the Authority and its employees, agents and authorized representatives, as hereinafter provided, and further subject to the hereinafter stated covenants, agreements, reservations, exceptions, conditions and rights, in, along, over and across certain lands of the Authority referred to herein as the "Permitted Area", and lying and being situated in Montgomery County, Texas, and being further described as follows:

Being

**See Exhibits
A and B**

This Permit is issued and accepted SUBJECT TO and in further consideration of the covenants, agreements, reservations, exceptions, conditions and rights hereinafter stated:

1. Any and all references herein to the Authority or to the Permittee (whether one or more) shall include and be binding upon their respective heirs, successors, assigns and transferees, except as otherwise specifically provided herein.

2. It is expressly agreed and understood by the parties hereto that this Permit shall in no way create any interest of any kind or nature in real property and shall be strictly confined to those Permit rights expressly set forth herein. The Permittee(s) covenants and agrees that this Permit shall not be sold, transferred or assigned, in whole or in part, and no such purported sale, transfer or assignment shall be valid or effective for any purpose, without the prior written consent of the Authority.

3. The Authority reserves the right to flood and inundate (together with any consequential siltation or erosion) all or any portions of the Permitted Area, and any appurtenances thereto or improvements thereon, with normal or flood waters created by the construction, maintenance and operation by the Authority of a dam and reservoir (known as Lake Conroe) across the San Jacinto River, together with any changes, modifications, improvements, enlargements, reconstructions or alterations of same, and Permittee(s) shall assume and does hereby acknowledge assumption of all risks of loss, injuries and damages to the said Permitted Area, and any appurtenances thereto or improvements now or hereafter situated thereon, that may ever be caused by or result from said flooding, inundation, siltation or erosion, or the existence, use, operation and maintenance of said dam and reservoir by the Authority.

4. Permittee(s) covenants and agrees to at all times perform any and all necessary works and take all necessary precautions to prevent pollution of the waters and water supply of the aforesaid dam and reservoir, and Permittee(s) shall be liable in damages to the Authority for any pollution, losses, damages or injury to the Authority and/or said reservoir and water supply resulting from the use, operation and maintenance of the aforesaid Permitted Area, or any appurtenances thereto or improvements thereon.

5. Permittee(s) further covenants and agrees to so operate, maintain and use the aforesaid Permitted Area, and appurtenances thereto or improvements thereon, in such manner as will not interfere with the use, maintenance and operation of the aforesaid dam and reservoir by the Authority, and Permittee(s) shall at all times comply with the rules and regulations prescribed by the Authority from time to time regarding the use, operation and maintenance of said dam and reservoir. The Authority, and its employees, agents and authorized representatives shall have the right (but neither the duty nor obligation) to enter upon the Permitted Area, and any appurtenances thereto and improvements thereon, at

any time, for any corporate purpose of the Authority including, but not limited to, the clearing, removal, destruction or disposal of any trash, obstructions, debris, construction or any other condition or matter that may, in the sole judgement and discretion of the Authority, in any way pollute or interfere with the use, operation and maintenance by the Authority of the said dam or reservoir, and the Authority shall specifically have the right to place equipment or material upon the Permitted Area for the use, maintenance or operation of such dam or reservoir as it deems reasonable and necessary under the circumstances. Provided, however, the Authority agrees to give Permittee(s) or as appropriate its assigns as to any portion of the Permitted Area to be affected by an action of the Authority) three (3) days' notice of the Authority's intention to place equipment or materials upon the Permitted Area unless such placing of equipment or materials shall need to be done in an emergency situation, the declaration of an emergency situation to be within the sole judgement of the Authority. In the event notice is required to be given and the current Permittee(s) is not readily and reasonably locatable in the sole judgement of the Authority, notice by actual posting upon the portion(s) of the Permitted Area to be affected shall be considered sufficient notice under this paragraph and the Authority's notice obligation hereunder shall be discharged.

6. If any improvements or appurtenances are constructed, installed upon or made a part of such Permitted Area by Permittee(s), they shall be so made, constructed or installed only upon and subject to compliance with all applicable laws, ordinances, rules and regulations, including all applicable building and zoning laws, ordinances and restrictions; provided, however, that no improvements, buildings, appurtenances or structures of any kind shall be erected, placed or constructed upon or within the Permitted Area, nor shall any mining, drilling or excavation be conducted or permitted thereon or thereunder by or through Permittee(s), without prior written consent and approval of the Authority, which consent and approval shall be granted or withheld in the sole judgement and discretion of the Authority.

7. Permittee(s) covenants and agrees to continuously maintain and repair the present bulkhead and related appurtenances adjacent to or along the shoreline of the Permitted Area in a sound, properly functioning condition.

8. Permittee(s) specifically covenants and agrees to at all times comply with all rules, regulations and requirements of the United States Army Corps of Engineers that pertain to the Permitted Area.

9. Permittee(s) hereby agrees to release, indemnify and hold harmless the Authority, and its officers, directors, employees, agents and authorized representatives from and against, and to reimburse the Authority and/or such officers, directors, employees,

agents and authorized representatives, with respect to, any and all claims, demands, causes of action, losses, damages, liabilities, costs and expenses (including attorney's fees and any administrative or court costs) of any and every kind or character, known or unknown, fixed or contingent, which may be asserted against or incurred by the Authority and/or its officers, directors, employees, agents and authorized representatives, at any time and from time to time, by reason of or arising, either directly or indirectly, out of Permittee's maintenance or use of the Permitted Area, or any appurtenances thereto or improvements thereon.

10. Unless terminated pursuant to the remaining provisions of this paragraph or the provisions of the following paragraph, this Permit shall remain in effect for a term of twenty (20) years from date hereof; provided however, that this Permit shall remain in effect only for so long as the Permitted Area, and any appurtenances thereto or improvements thereon, are maintained and used in full compliance with the terms, conditions and requirements described herein, and this Permit shall be subject to compliance by Permittee(s), at all times with all of the covenants, agreements, reservations, exceptions, conditions and rights hereinabove stated. In the event of any breach of or noncompliance with the terms and provisions of this Permit, the Authority may give written notice to Permittee(s) by first class mail to Permittee's last address known to the Authority of the circumstances constituting such breach or noncompliance and the actions to be taken by permittee(s) to remedy such default. Should Permittee(s) fail or refuse, within fifteen (15) days after mailing of such notice, to remedy such breach or event of noncompliance or demonstrate a plan and intent to remedy that is acceptable in the sole judgement of the Authority, the Authority may, without further notice to Permittee(s) (I) forthwith terminate this Permit and resume the full use, possession and enjoyment of the Permitted Area, and/or (ii) initiate legal or administrative proceedings for such relief as may be deemed appropriate by the Authority under the circumstances; provided, however, that the termination of this Permit shall not serve to terminate, curtail or alter the rights of the Authority hereunder to seek and obtain such legal and/or administrative relief; and provided further, that nothing herein shall be deemed or construed to limit or restrict the Authority's rights hereunder to institute and pursue legal or judicial proceedings for breach of or noncompliance with the provisions of the Permit without prior notice to Permittee(s) if, in the sole judgement and discretion of the Authority, such proceedings are necessary to prevent or eliminate imminent danger of pollution of the said dam and reservoir or water supply or destruction or irreparable damage to all or any portion of the Permitted Area and/or the bulkheading or shoreline protection adjacent thereto.

The Authority does, however, acknowledge that Permittee(s) and/or its assigns will probably request that this Permit be renewed or extended, and the Authority will consider such

request(s) if Permittee(s) and/or its assigns are not otherwise in default under the terms of this Permit. Following such consideration, the Authority may or may not grant the request in its sole discretion.

11. The Permit rights herein issued to Permittee(s) shall now and hereafter be subservient to any and all future uses the Authority may determine, in its sole judgement and discretion, to make of said dam and reservoir, and to any future changes, modifications, improvements, enlargements, extensions or alterations thereto which, in its sole discretion and judgement, the Authority may determine to make in said dam and reservoir or in the use, operation or maintenance of same. Accordingly the Authority reserves the right to terminate this Permit in the event that, in its sole judgement and discretion, (I) any such proposed changes or modifications may result in the temporary or permanent flooding or inundation of all or any of the Permitted Area (ii) all or any portion of the Permitted Area is required for corporate purposes of the Authority; provided, however, that the Permittee(s) shall first be given written notice by the Authority by first class mail to Permittee's last address known to the Authority of the Authority's intention to so terminate this Permit, which notice shall be effective for all purposes, whether or not actually received by Permittee(s), if mailed not less than ninety (90) days prior to the effective date of such termination.

12. Notwithstanding anything contained herein to the contrary, the Authority agrees that if _____ and _____ (as the original Permittee(s) should request assignment of its rights and obligations, that it be released from any and all obligations and liabilities imposed hereunder as and only as they relate to the various portion(s) of the Permitted Area assigned to third parties, provided (I) such assignee shall have assumed such rights, obligations and liabilities in writing and (ii) that the Authority shall have consented to such assignment. In such event the term "Permittee" hereunder shall thereafter mean the third party assignee as to and only as to the particular portion of the Permitted Area so assigned to the third party.

EXECUTED this _____ day of _____, 1999.

SAN JACINTO RIVER AUTHORITY

By _____
General Manager

ACCEPTED AND AGREED:

THE STATE OF TEXAS §

COUNTY OF MONTGOMERY §

This instrument was acknowledged before me on the _____ day of _____, 1999, by JAMES R. ADAMS, General Manager of the SAN JACINTO RIVER AUTHORITY, a political subdivision of the State of Texas, on behalf of said subdivision.

Notary Public, State of Texas

813-00-0061

THE STATE OF TEXAS §
COUNTY OF MONTGOMERY §

This instrument was acknowledged before me on the _____ day
of _____, 1999, by, _____,
and _____ Permittee(s).

Notary Public, State of Texas

THIS INSTRUMENT IS A LAND USE PERMIT ONLY
AND DOES NOT CONVEY AN INTEREST IN REAL PROPERTY.
HOWEVER, IT MAY BE RECORDED IN THE DEED
RECORDS OF MONTGOMERY COUNTY, TEXAS.

After Recording Return to:
City of Conroe
Community Development
PO Box 30666
Conroe, TX 77305

FILED FOR RECORD

00 DEC 21 AM 8:26

MARK TUMBLETT, COUNTY CLERK
MONTGOMERY COUNTY, TEXAS

DEPUTY

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 herein by me and was duly RECORDED in
the official Public Records of Real Property of
Montgomery County, Texas

DEC 21 2000



Mark Tumblett
COUNTY CLERK
MONTGOMERY COUNTY, TEXAS

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RESTATED DECLARATION OF
COVENANTS, CONDITIONS AND RESTRICTIONS FOR
BAY POINTE LANDING ON LAKE CONROE

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**RESTATED DECLARATION OF
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**RESTATED DECLARATION OF
COVENANTS, CONDITIONS AND RESTRICTIONS FOR
BAY POINTE LANDING ON LAKE CONROE**

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**RESTATED DECLARATION OF
COVENANTS, CONDITIONS AND RESTRICTIONS FOR
BAY POINTE LANDING ON LAKE CONROE**

STATE OF TEXAS:

COUNTY OF MONTGOMERY:

THIS RESTATED DECLARATION OF COVENANTS, CONDITIONS AND RESTRICTIONS ("DECLARATION") is made on the date hereafter set forth by Southeast Texas Development Group, Inc. (dba Benchmark Development Co.), hereinafter referred to as "Declarant".

WHEREAS, on December 6, 2000, Declarant and Bay Pointe Landing on Lake Conroe Homeowner's Association, Inc. (the "Association") executed that certain Declaration of Covenants, Conditions and Restrictions for Bay Pointe Landing on Lake Conroe (the "Initial Declaration");

WHEREAS, the Initial Declaration was filed of record on December 21, 2000 with the Office of the County Clerk of Montgomery County, Texas and recorded under Clerk's File No. 2000-107015.

WHEREAS, Declarant and the Association mutually desire to restate the Initial Declaration;

WHEREAS, the Initial Declaration is hereby superceded by the following Restated Declaration of Covenants, Conditions and Restrictions for Bay Pointe Landing on Lake Conroe (the "Declaration").

W I T N E S S E T H:

WHEREAS, the Declarant, is Owner of that certain real Property known as Lots One (1) through twenty six (26) and is the Owner of certain "Restricted Open Space Reserves" "A", "B", "C" and Reserve "E" Common Area and Amenities, as shown on the recorded plat of Bay Pointe Landing On Lake Conroe located in the Montgomery County, Texas map and plat records, file number 2001-004327, cabinet P, sheet 59.

WHEREAS, the San Jacinto River Authority is the Owner of certain real Property known as Lots One (1)"A" through twenty six (26)"A" which are adjacent to and on the water side of the above described Lots as shown on the recorded plat of Bay Pointe Landing on Lake Conroe located in the Montgomery County, Texas map and plat records. The San Jacinto River Authority is also the Owner of Restricted Open Space Reserves "A-1", "B-1", and "D".

WHEREAS, The San Jacinto River Authority is herein acting to joinder the plat as the fee simple title holder to Lots 1A through 26A, R.O.S.R. "A-1", R.O.S.R. "B-1", and R.O.S.R. "D", and does hereby pose certain conditions on the usage of these Properties. These conditions are contained in Exhibit A labeled "Land Use Permit" and is incorporated herein by reference.

WHEREAS, it is the desire of the Declarant to provide for the preservation of the values and amenities in such Subdivision, and provide for a uniform plan to develop the Subdivision, and provide for orderly maintenance of same, including the Community Properties located therein as hereafter defined; and for such purposes, to conditions and restrictions set forth below, hereafter called the "Declaration", for the benefit, use, and convenience of each and every Owner of Property within Bay Pointe Landing on Lake Conroe.

NOW, THEREFORE, Declarant hereby declares that the above described Properties shall be developed, held, transferred, improved, sold, conveyed, and occupied subject to the Easements, conditions, restrictions, and covenants hereinafter set forth; shall constitute covenants running with the Land, and shall be binding upon and inure to the benefit of all parties having or acquiring any right, title, or interest therein or any part thereof, their heirs, personal representatives, successors and assigns. Declarant also declares that this Subdivision shall be subject to the jurisdiction of the "Association" as herein defined.

ARTICLE I

DEFINITIONS

The following words, when used in this Declaration, shall have the following meanings:

SECTION 1. "**ARCHITECTURAL CONTROL COMMITTEE**" shall mean the "Committee" enforcing and maintaining the Architectural Control Standards as hereafter described, in Lots 1-26 and their adjacent "A" Lots of the final plat of Bay Pointe Landing on Lake Conroe Subdivision, hereafter referred to as the "Committee".

SECTION 2. "**ASSOCIATION**" shall refer to Bay Pointe Landing on Lake Conroe Homeowner's Association, Inc. a Texas non-profit corporation, its successors and assigns.

SECTION 3. "**BOARD OF DIRECTORS**" shall be the elected body of the "Association" having its normal meaning under Texas law.

SECTION 4. "**BUILDER**" shall refer to any person or entity undertaking construction on any Lot through a contractual obligation with the Owner (as herein defined) of that Lot.

SECTION 5. "**BY-LAWS**" shall mean the By-Laws of Bay Pointe Landing on Lake Conroe Homeowner's Association Inc. (a Texas non-profit corporation) incorporated herein by reference, as they may be amended from time to time.

SECTION 6. "COMMON AREA AND AMENITIES" shall be that portion of the Property owned by the Association for the common use and enjoyment of the Members of the Association including, but not limited to, all recreational facilities, bulkhead, trees, landscaping, sprinkler systems, Streets, but not including any portion of the Property described as Lots.

SECTION 7. "CORNER LOT" shall refer to a Lot which abuts on more than one Street.

SECTION 8. "DECLARANT" shall refer to Southeast Texas Development Group Inc. (dba Benchmark Development Co.), a Texas Corporation, for Lots One (1) through Twenty Six (26), and their adjacent "A" Lots and Restricted Open Space Reserves "A", "A-1", "B", "B-1", "C", "D", and Reserve "E" Common Area and Amenities, their successors or assigns, but shall not be construed in any way to mean any subsequent Owner (as herein defined) of any Lot and/or home in the Subdivision.

SECTION 9. "EASEMENT" shall mean a right granted for the purpose of limited public or semi-public use across, over or under private land.

SECTION 10. "FENCE" shall be defined as a structure built for the purpose of separating or enclosing Lots or parcels of land for reasons of security, privacy, ornamentation, or other reason. A Fence connotes a structure which may serve as a visual Screen or as a barrier.

SECTION 11. "HEDGEROW" shall be defined as row of shrubs, trees, bushes, or etc. which are planted and maintained to serve a function similar to a Fence or wall.

SECTION 12. "IMPROVEMENTS" shall mean all structures or other Improvements to any portion of the Properties of any kind whatsoever, whether above or below grade, including, but not limited to; structures, buildings, utility installations, storage, loading or parking facilities, walkways, driveways, landscaping, signs, site lighting, site grading, earth movement, and any exterior additions to homes or changes or alterations thereto.

SECTION 13. "LAND USE PERMIT" refers to the document which grants the use of the adjacent "A" Lots to each individual Owner.

SECTION 14. "LAND USE PERMIT AREA" refers to the areas of land shown on the recorded Plat of Bay Pointe Landing on Lake Conroe as the "A" portion of each Lot and R.O.S.R. "A-1", R.O.S.R. "B-1" and R.O.S.R. "D".

SECTION 15. "LOT" shall refer to that portion of the Property on which there is or will be constructed a single family Townhome which is to be individually and separately owned. It is understood that there will be twenty six (26) Lots upon which single family Townhomes are to be erected. Should additional land be annexed pursuant to Article II hereof, the number of Lots shall be increased by the number of single family Townhomes erected or to be erected on such Property when annexed. Declarant shall be the Owner of all the said 26 Lots, SAVE AND

EXCEPT those particular Lots which Declarant conveys in fee simple title by recordable deed from and after the date herein.

SECTION 16. “MEMBER” shall refer to the person or entity owning a Townhome and its Lot in the Subdivision.

SECTION 17. “MORTGAGE” shall refer to a Mortgage, a deed of trust, a deed of secured debt, or any other form of security deed.

SECTION 18. “OCCUPANT” shall mean any person legally entitled to occupancy and use of all or a portion of the Properties.

SECTION 19. “OWNER” shall refer to the one or more Persons or entities who possess or hold fee simple title to any Lot, but shall not, refer to anyone holding a lien, Easement, mineral interest or royalty interest burdening the title thereto.

SECTION 20. “PERSON” shall mean a natural Person, a corporation, a partnership, a trustee, or any other legal entity.

SECTION 21. “PROPERTY OR PROPERTIES” shall mean any land or water within the recorded final plat of Bay Pointe Landing on Lake Conroe.

SECTION 22. “RESIDENCE” shall be defined as a Townhome for occupancy by a single family, as well as by any servant(s) whom the family may retain.

SECTION 23. “RESTRICTED OPEN SPACE RESERVES” (herein referred to as Restricted Reserves.) Those areas shown on the recorded Plat of Bay Pointe Landing on Lake Conroe as R.O.S.R. “A”, “A-1”, B, “B-1”, “C” and “D”.

SECTION 24. “RULES AND REGULATIONS” shall mean such Rules and Regulations as the Association may promulgate from time to time with respect to the Subdivision, which may include reasonable provisions for violation of such Rules and Regulations.

SECTION 25. “SAN JACINTO RIVER AUTHORITY” refers to a body politic of the state of Texas.

SECTION 26. “SCREEN” shall mean any approved shrub, Hedgerow, Fence, or other device or Improvement which blocks an area of view from view from another area.

SECTION 27. “STREET” shall refer to any Street, drive, road, alley, lane or avenue located in the Subdivision as shown on the final recorded plat of Bay Pointe Landing on Lake Conroe.

SECTION 28. "SUBDIVISION" shall refer to the twenty six (26) Lots and their adjoining twenty six (26) "A" Lots and R.O.S.R. "A", "A-1", "B", "B-1", "C", "D", and Reserve "E" Common Area and Amenities shown on the final recorded plat of Bay Pointe Landing on Lake Conroe.

SECTION 29. "SUBDIVISION PLAT" shall refer to the final recorded plat of the twenty six (26) Lots and their respective adjacent twenty six (26) "A" Lots, R.O.S.R. "A", "A-1", "B", "B-1", "C", "D", and Reserve "E" Common Area and Amenities as shown on the final plat of Bay Pointe Landing on Lake Conroe recorded in the map and plat records in Montgomery County, Texas, Clerk's File Number 2000-107015.

SECTION 30. "TOWNHOME" shall mean a single family Residence with a common wall, or walls, roof and foundation.

SECTION 31. "WATERFRONT LOT" shall refer to any Lot which abuts, joins, or is adjacent to any portion of the Waterway of Lake Conroe.

SECTION 32. "WATERFRONT" shall mean the line as recorded on the final recorded plat of Bay Pointe Landing on Lake Conroe nearest to the Waterway.

SECTION 33. "WATERWAY" shall mean any water area which is included in the waters of Lake Conroe.

ARTICLE II

ARCHITECTURAL CONTROL COMMITTEE

SECTION 1. CREATION, PURPOSE, AND DUTIES There is hereby created an Architectural Control Committee (the Committee) which shall be composed of four (4) members and whose initial members shall be Paul Ryan, Doris Ryan, Louis Wernert and Don Wernert who shall serve until their resignation or removal in accordance with the terms hereof. The members shall have the responsibility and all necessary power and authority to approve or disapprove, in their sole discretion, the external design, size, quality and type of building materials, location on the site, finished grade elevation of any structure, and all other design or construction details, of any structure to be erected in the Subdivision. All decisions made by the Committee shall be final and absolute. The Committee is vested with the authority and responsibility to maintain strict architectural continuity and harmony within the Subdivision, to maintain suitable standards of construction consistent with the Declarant's intent to create a very exclusive residential Subdivision and to insure construction is completed in accordance with this Declaration.

No member of the Committee may be removed, except with the unanimous consent of the Declarant. Upon removal, resignation or death of any Committee member, the remaining Committee members shall within ninety (90) days after such removal, resignation or death,

designate a Person to fill that vacancy or vacancies. Provided, however, until the vacancy or vacancies shall have been filled, the remaining members of the Committee, whether one or more, shall have full authority to act and perform all the duties of the Committee. Any changes in the members of the Committee shall be designated by an instrument in writing, executed by Declarant, and filed for record in the Real Property Records of Montgomery County, Texas.

No Committee member, past or present, shall be entitled to compensation for services performed, but shall be entitled to reimbursement for any reasonable and necessary expenses incurred in furtherance of the duties of the Committee. The Committee may employ as it sees fit, one or more architects, engineers, accountants, designers, secretaries or such other Persons reasonably necessary to assist the Committee in carrying out its duties.

Notwithstanding the foregoing, in the event of actual or threatened litigation, administrative hearings, or other advisory proceedings, the Committee members, past or present, shall be entitled to reasonable compensation for their time and to be reimbursed or have paid directly their reasonable and necessary Attorney's fees and other related expenses. All the foregoing cost and expenses shall be the expense of and be paid by the Association.

The Association shall and herewith agrees to protect, indemnify, and save the Committee and Declarant harmless from liability, and reasonable and necessary expenses incurred by the Committee and Declarant in all matters related to the exercise of its functions hereunder and in the exercise of the broad discretionary powers vested in the Committee and Declarant; save and except for acts of willful fraud or gross negligence.

SECTION 2. POWERS OF THE COMMITTEE Absolutely no building or other Improvements shall be constructed in the Subdivision, and no exterior alteration of any building or Improvements shall be made until the site plan, schematic plan for landscaping and lighting, and final working plans and specifications have been submitted to and approved in writing by the Committee.

The Committee shall have the right to specify architectural and aesthetic requirements for building sites; minimum setback lines; the location, design, height and extent of all Fences or walls, the orientation, design, and size of all structures with respect to Streets, walks, paths, and structures on adjacent or nearby Property; and a limited number of acceptable exterior materials and finishes that may be utilized in the new construction or remodeling or repair of all Improvements. The Committee shall have full power and authority to reject any plans and specifications that do not comply with this Declaration that do not meet its minimum construction or architectural design requirements or that might not be compatible with the overall character and aesthetics of the Subdivision. The Committee may from time to time issue supplements to these deed restrictions to further guide the intent of the requirement. Such supplements will be referred to as the "Architectural Control Standards".

The Committee shall have the right, exercisable at its sole discretion, to grant or deny variance to the restrictions in specific instances where the Committee in good faith deems that such variance may or may not adversely effect the architectural and environmental integrity of the Subdivision, without liability on their part in the exercise of this discretion.

In the event that a controversy arises as a result of the meaning or interpretation of these restrictions as they may apply to maintain architectural harmony and exclusiveness of this Subdivision, then the Committee will have full power and authority to make a ruling at its sole discretion for resolution of the particular controversy.

Disapproval of plans and/or specifications, including location and placement of proposed Improvements, may be based by the Committee on any grounds including purely aesthetic conditions, which shall seem sufficient in the sole discretion of the Committee.

Any action taken by the Committee shall require a majority vote of the members of the Committee then sitting.

SECTION 3. APPROVAL OF PLANS AND SPECIFICATIONS The Committee must review and approve in writing all of the projects in the Subdivision, including, but not limited to:

- (a) Construction of any building, Fence, wall or any other structure
- (b) Any exterior addition, change, or alteration to any building, Fence, wall or structure
- (c) Any substantial landscaping or grading of any Lot or Lots
- (d) Any other change, addition, alteration, repair, replacement, or construction of any nature on the outside of any individual Townhome or building containing several Townhomes.

SECTION 4. FAILURE OF COMMITTEE TO ACT If the Committee fails either to approve or reject an application for proposed work within sixty days (60) days after submission, then such submission shall be deemed rejected.

SECTION 5. APPLICATION FOR APPROVAL To obtain approval to do any work described in Section 3, an Owner must submit an application to the Architectural Control Committee showing the plans and specifications for the proposed work. Such plans and specifications shall detail the nature, shape, height, materials, colors, and location of the proposed work.

SECTION 6. FAILURE TO SUBMIT PLANS OR PROCEEDING WITH CONSTRUCTION WITHOUT ARCHITECTURAL CONTROL COMMITTEE APPROVAL

Each Owner hereby grants to the Committee the right to inspect all construction in the Subdivision. Each Owner acknowledges that all construction that has not been pre-approved by the Committee or any construction that is not in compliance with the Committee's prior approval would damage the Subdivision, the Association, and each Owner in a way that would be difficult to ascertain. Therefore, the parties each agree that the Committee may (a) procure an injunctive order by a court of appropriate jurisdiction halting such construction and/or (b)

levy a special assessment on such Owner violating such approval requirements. The parties agree that if such special assessment is levied that such sum shall be considered as liquidated damages, and not as a penalty, in the event of any such breach. Failure by the Committee to enforce any such construction violation shall in no event be deemed a waiver of the right to do so thereafter.

SECTION 7. DISCLAIMER No review of plans, specifications, no publication or designation of architectural standards, plot plans, drainage plans, foundation plans, landscape and/or engineering plans or any other submittals to the Committee (whether approved or disapproved) shall ever be construed as representing or implying that such submittal will result in a properly designed structure or Improvement or satisfy any legal or other regulatory requirement promulgated by any agency, entity, or other authority (local, county, state, or federal) having jurisdiction over such matters.

SECTION 8. NON-LIABILITY FOR COMMITTEE ACTION No member of the Committee or any member of the Board of Directors of the Association, or Declarant shall be liable for any loss, damage, or injury arising out of, or in any way connected with, the performance of the duties of the Committee unless due to the willful misconduct or bad faith of the party to be held liable. In reviewing any matter submitted by an applicant, the Committee shall not be responsible for ascertaining whether or not the particular submission is in conformance with certain building codes and/or its conformance to any applicable safety codes.

SECTION 9. TRANSFER OF AUTHORITY TO THE ASSOCIATION The duties, powers, and authority of the Committee may be assigned to the Association by a vote of the majority of the members of the Committee, after 90 percent of the Lots in the Subdivision have been completed with a Townhome erected thereon, and acceptance thereof by the Association's Board of Directors, or in the event of the demise of all members of the Committee, or their disability to such degree as to prevent all of them from performing their duties for thirty (30) consecutive days, the Association's Board of Directors shall have the responsibility, authority and power to perform the functions of the Committee, upon transfer of the Committee's authority as provided herein.

ARTICLE III
BAY POINTE LANDING ON LAKE CONROE
HOMEOWNER'S ASSOCIATION, INC.

SECTION 1. ORGANIZATION Declarant has caused the Bay Pointe Landing on Lake Conroe Homeowner's Association (the Association) to be incorporated as a non-profit corporation under the laws of the State of Texas. The principal purpose of the Association shall be to enforce and act in accordance with the terms and conditions of this Declaration for the betterment, maintenance and promotion of the Subdivision and the health and welfare of the residents thereof.

If, for any reason, the Declarant shall fail to form the required non-profit Association within one (1) year of the date on which these covenants are recorded, any Lot Owner within the Subdivision may cause such Association to be formed and the initial Board of Directors shall be elected by the majority vote of the Lot Owners within the Subdivision.

The City of Conroe, Texas, shall be authorized, but not required, to exercise the powers of the Association, including the maintenance and assessment power authorized herein.

The Association may adopt such By-Laws, rules and regulation as it shall deem appropriate and that are consistent with these covenants and restrictions.

SECTION 2. OFFICERS AND BOARD OF DIRECTORS The Association shall act through its duly elected officers and Board of Directors whose duties and terms of office shall be as set forth in the Articles of Incorporation and By-Laws of the Association.

SECTION 3. ARTICLES OF INCORPORATION AND BY-LAWS The Articles of Incorporation and By-Laws of the Association, as from time to time amended and restated, are incorporated by this reference into this Declaration with the same force and effect as if they had been recited verbatim herein. Accordingly, the Articles of Incorporation and By-laws, as from time to time amended and restated, shall have the same force, effect and dignity as the provisions of this Declaration. Every reasonable effort shall be made to construe the Articles of Incorporation, the By-Laws and this Declaration, as from time to time amended, supplemented and restated, consistently. However, if any irreconcilable conflict shall arise among the documents, to the extent as provided by law the provisions of this Declaration shall control.

SECTION 4. MEMBERSHIP Subject to the provisions of the following Section 6, every Owner of a Lot in the Subdivision shall be a Member of the Association, until such ownership ceases. Membership shall be appurtenant to, and may not be separated from, ownership of the land which is subject to assessment by the Association and shall automatically pass with the title to any subsequent Owner of the Lot. Provided, however, that it shall be the duty of every Owner of a Lot to keep the Association informed of the name and Street address of each party qualifying as an Owner and any change thereto as may be specified in its By-Laws.

SECTION 5. COMMITTEE The Association shall have the authority to establish, at any time and on such terms as the Board in its discretion may adopt, such committees as the Board may desire to carry out the purposes of the Declaration. Each committee established by the Board shall have such membership, rights, powers, authorities and limitations, shall perform such functions and services, and shall exist for such period of time, as the Board in its discretion may determine consistent with the act.

Without in any way limiting the generality of the foregoing, the Board is expressly authorized and empowered to establish one or more committees which may have up to the same right, power and authority of the Association as permitted by the governing documents and the act with respect to specific categories of Property; for example, a committee with jurisdiction over the office and institutional portions of the Subdivision and a Committee over the Restricted Reserves.

SECTION 6. VOTING AND MEMBERSHIP LIMITATIONS The Association shall have two (2) classes of voting membership:

- (a) Class "A". CLASS "A" Members shall be Owners, with the exception of the Declarant, and shall be entitled to one (1) vote for each Lot owned by such Member in the Subdivision; provided, however, when more than one Person holds an interest in any Lot, all such Persons shall be Members, and the single vote for such Lot shall be exercised by the one (1) natural Person named by them as they among themselves determine from time to time by written notice executed by them, given to the Association in the manner prescribed by it from time to time, but in no event shall more than one (1) vote be cast with regard to any Lot. Any Member failing to give the above prescribed notice shall not be entitled to vote and shall be disqualified in that respect unless waived by the Association by an instrument in writing duly executed by it.
- (b) Class "B". Class "B" Members (the Declarant) Members shall be allowed six (6) votes for each Lot in the Subdivision in which the Declarant qualifies as the Owner thereof. Class "B" membership shall cease and be converted to Class "A" membership when all Lots in the Subdivision have been sold to Owners other than Declarant.

No Member, Class "A" or Class "B" shall be entitled to vote at any meeting of the Association unless Member's assessments and other charges, if any, are paid current.

For purposes of this Declaration, a "Member in good standing" shall mean an Owner which has, not less than seven days prior to the date established by the Association for casting of votes, fully paid all sums due by it to the Association.

SECTION 7. TITLE TO RESTRICTED OPEN SPACE RESERVES AND COMMON AREA AND AMENITIES The Declarant may retain title to the Restricted Reserves and Common Area and Amenities in the Subdivision until such time as Improvements have been completed thereon and until such time as, in the judgment of the Declarant, the Association is able to operate and maintain the same. Until title to such Restricted Reserves and Common Area and Amenities has been conveyed to the Association by Declarant, Declarant shall be entitled to exercise all rights and privileges relating to such Restricted Reserves and Common Area and Amenities granted to the Association in this Declaration, and to use whatever portions of the Common Area and Amenities it deems necessary as a sales office.

The Declarant hereby covenants for itself its successors and assigns that it will transfer fee simple title to the Restricted Reserves and Common Area and Amenities to the Association subject to, at the option of Declarant, existing liens and encumbrances, if any. Title to the Common Area and Amenities shall remain undivided in the Association so as to preserve the rights of the Owners with respect to their use and enjoyment of the Common Area and Amenities. Such transfer shall be made at the Declarant's sole discretion. Portions of the Common Area and Amenities may be transferred separately and at different times.

ARTICLE IV
COVENANT FOR MAINTENANCE ASSESSMENTS

SECTION 1. CREATION OF THE LIEN AND PERSONAL OBLIGATION FOR ASSESSMENTS The Declarant, for each Lot within the Subdivision, hereby conveys, and each Owner of any Lot by acceptance of a Deed therefore, whether or not expressed in the Deed or other evidence of the Conveyance, and however acquired by a subsequent Owner, shall be deemed to convey and agree to pay the Association the following:

- (a) Annual assessments; and
- (b) Special assessments

Such assessments payable by the entire membership shall be established and collected as hereinafter provided. The annual and special assessments, together with such interest thereon, cost of collection thereof, and Attorneys' fees, shall be a charge on the land and shall be secured by a continuing vendor's lien upon the Lot against which such assessments or charges are made. Each such assessment, together with such interest at the highest rate permitted by law, costs, and reasonable attorney's fees for collection thereof shall also be and remain the personal obligation of the Owner of the particular Lot at the time the assessment fell due. Each assessment shall be a charge on the Lot and a continuing lien upon the Lot against which each such assessment is made, and shall not be affected by any change of ownership thereof.

The City of Conroe is herein authorized (but not obligated) to exercise the maintenance assessments (both annual and special) in place of the Association and to secure the assessed cost with a vendor's lien against the Subdivision Lots as described above.

Furthermore, the City of Conroe must give the express consent to any change related to the maintenance of required Improvements or the power to assess the costs of such maintenance.

SECTION 2. PURPOSE OF ASSESSMENTS The assessments levied by the Association shall be used exclusively for the purpose of promoting the health, safety, welfare and recreation of the residents of the Subdivision, and any other purpose authorized or permitted by this Declaration. Without limiting the foregoing, assessments may be used for the improvement and maintenance of the Property, services and facilities devoted to this purpose and related to the use and enjoyment of the Common Area and Amenities, and of the Townhomes located upon the Property. Such use shall include, but not be limited to, the cost to the Association of all costs and expenses of the Committee, maintenance of the private Streets, contract security, taxes and insurance premiums on Property of the Association, for repairs and maintenance of the exteriors of the Lots and/or Townhomes as may from time to time be authorized by the Board of Directors, lighting, maintenance of waterways, driveways and all Restricted Reserves, paths, parks, parkways, and esplanades in the Subdivision, collecting and disposing of garbage, rubbish and materials of a similar nature, payment of legal fees, bulkhead maintenance, fogging and furnishing other general insecticide services including annual termite

inspections and treatments, if necessary, providing for the planting and upkeep of trees and shrubbery, mowing of grass, as well as all exterior landscaping, Easement maintenance, acquiring and maintaining any amenities, including recreational facilities, that are to be operated for the benefit of the Owners and residents, and the establishment of a maintenance reserve. Subject to the provisions of Sections 3 and 4 of this Article IV, the judgment of the Board of Directors of the Association in establishing annual assessments and special assessments, and with respect to the accumulation and expenditure of said funds, shall be final and conclusive unless said judgment is exercised in bad faith.

SECTION 3. MAXIMUM LEVEL OF ANNUAL ASSESSMENTS The maximum annual assessment per Lot for the calendar year 2001 is hereby set at \$2,100.00. Commencing in calendar year 2002 and annually thereafter, the maximum annual assessment may be increased by the Board of Directors of the Association, at its sole discretion and without a vote of the Member of the Association, by an amount not to exceed fifteen percent (15%) over the annual assessment for the previous year. On or before the 30th day of November in each year, the Board of Directors of the Association shall fix the amount of the annual assessment to be levied against each Lot in the next calendar year. Written notice of the figure at which the Board of Directors of the Association has set the annual assessment shall be sent to every Owner whose Lot is subject to the payment thereof. Each annual assessment shall be due and payable, in advance, on the first day of January of each calendar year.

Each calendar year after 2001, the annual assessment may be increased above fifteen percent (15%) of the previous years annual assessment only by an affirmative vote of two-thirds (2/3rds) of each class of Members of the Association who are voting in person or by proxy, at a meeting called for this purpose. Such increase shall become effective on the date specified in the document evidencing such approval, and shall be filed for record in the Official Public Records of Real Property in Montgomery County, Texas.

Assessments for any year in which a Lot is sold by Declarant shall be prorated to the date of closing and assessments shall be due from the Owner thereof from that date forward.

SECTION 4. SPECIAL ASSESSMENTS In addition to the annual assessments authorized above, the Association may levy, in any year a special assessment applicable to that year only, for the purpose of defraying, in whole or in part, the cost of any construction, reconstruction, or unexpected repair or replacement of a particular capital Improvement located within the platted area of the Subdivision including the necessary fixtures and personal property related thereto or for any other purpose consistent with the provisions of this Article IV.

SECTION 5. RATES OF ASSESSMENT Both annual and special assessments on all Lots, whether or not owned by Declarant, shall be fixed at uniform rates. No assessments of any type shall be charged or collected until the first Lot within the Subdivision is conveyed by Declarant to an Owner. Thereafter assessments shall be imposed on each Lot as set forth in this Article IV provided, however, the rate applicable to Lots that are owned by Declarant shall be equal to five percent (5%) of the full assessment as set forth by the Board of Directors of the Association. The rate of assessment for each Lot shall change as the character of ownership changes.

SECTION 6. EFFECT OF NONPAYMENT OF ASSESSMENT, REMEDIES OF THE ASSOCIATION Any assessments which are not paid when due shall be delinquent and bear interest at the highest non-usurious rate permitted by law, or if no limitation is imposed, then at the rate of eighteen percent (18 %) per annum from thirty (30) days after the due date until paid. If any assessment is not paid within thirty (30) days after the due date, the Association may bring an action at law against the Owner personally obligated to pay the same, and/or foreclose the vendor's lien herein retained against the Lot. Interest, costs of court, and reasonable Attorney's fees (when placed with an attorney for collection, whether with or without suit) incurred in any such action shall be added to the amount of such assessment or charge. Each such Owner, by his acceptance of a deed to a Lot, hereby expressly vests in the Association or its representative the right and power to institute and maintain an action against such Owner personally for the collection of such assessments and charges as a debt and to enforce the vendor's lien by any methods available for the enforcement of such liens at law and in equity, including, without limitation, foreclosure by non-judicial action as provided in Section 51.002 of the Real Property Code of the State of Texas, and such Owner expressly grants to the Association, the power of sale and judicial foreclosure in connection with the vendor's lien. No Owner may waive or otherwise escape said vendor's lien and liability for the assessments provided for herein by abandonment or divestiture of ownership of a Lot for any annual or special assessment which became due and payable during the time when such Owner owned the Lot.

SECTION 7. SUBORDINATION OF THE LIEN TO MORTGAGES The lien of the assessments provided for herein shall be subordinate to the lien of any first Mortgage existing at any time upon the particular Lot involved. Sale or transfer of any Lot shall not affect the assessment lien; however, the sale or transfer of any Lot pursuant to Mortgage foreclosure (whether by exercise of power of sale or otherwise), or any proceeding in lieu thereof, shall become due prior to such sale or transfer. No sale or transfer shall relieve such Lot from liability for any assessments thereafter becoming due or from the lien thereof, but such lien shall exist as, and constitute, a separate and distinct charge and lien on each Lot.

SECTION 8. EXEMPT PROPERTY All Properties dedicated to, and accepted by a local public authority exempt from taxation by the laws of the State of Texas, and all Restricted Reserves and Common Area and Amenities shall be exempt from assessments and charges herein. Notwithstanding the foregoing, no Lot which is used as a Residence shall be exempt from said assessment and charges and the vendor's lien herein securing payment hereof.

ARTICLE V **INSURANCE AND REPAIR OF DAMAGE CAUSED BY CASUALTY LOSSES**

SECTION 1. BLANKET PROPERTY INSURANCE The Association shall obtain and continue in effect blanket property insurance to insure the buildings and structures in the Common Area and Amenities and the Association against risks of loss or damage by fire, and other hazards as are covered under standard extended coverage provision, and said insurance

may include coverage against vandalism, in an amount equal to the maximum replacement value of said buildings and structures. The costs, charges and premiums for this insurance shall be a common expense of all Owners and be a part of the maintenance assessment.

SECTION 2. LIABILITY INSURANCE The Association shall obtain comprehensive public liability insurance in such limits as it shall deem desirable, insuring the Association, its Board of Directors, agents and employees, and each Owner, from and against liability in connection with the Common Area and Amenities. The Association is authorized to obtain in such limits as deemed desirable errors and omissions insurance for its Board of Directors, agents, and employees. The costs, charges and premiums for this insurance shall be a common expense of all Owners and be a part of the maintenance assessment.

SECTION 3. PROPERTY INSURANCE – INDIVIDUAL TOWNHOMES Each Owner shall obtain and be held responsible at his own expense and cost for the fire and casualty insurance on his Townhome and for liability insurance. Such insurance must be for full replacement value along with a three hundred thousand (\$300,000) dollar personal liability policy. Endorsement number HO-310 "Townhouse Loss Assessment Coverage", with a minimum of \$7,500.00 coverage, is also required on all Owner's policies. Proof of such insurance shall be provided to the Association immediately upon purchase of a Townhome and on policy renewal date of each year thereafter. The Association may file suit against any Owner who fails to comply with this restriction and/or insure Townhomes whose Owners have failed to insure them and assess the Owner for the cost of the insurance. The Association shall have all the remedies to collect such assessment as are given to the Association for collection of the annual assessment.

SECTION 4. INSURANCE ON PERSONAL PROPERTY Each Owner is responsible, at his own expense and cost, personal casualty and flood insurance on the contents of the Townhome including decorations, furnishings, and personal property therein; their personal property stored elsewhere on the Property and their boat slips, lifts, covers, docks and piers; and for personal liability not covered by the liability insurance for all Owners described in Section 2 above.

SECTION 5. REPAIRS, REBUILDING OR REPLACEMENT OF TOWNHOMES Each Owner is responsible, subject to the approval of the Committee, for all repairs, rebuilding and replacement of the structure of his Townhome and or boat slip, lift, cover, dock or pier following damages from storm, fire, or other causes.

SECTION 6. GENERAL CRITERIA FOR REPAIRS All repairs, rebuilding or replacement shall be completed within a reasonable period of time following the incident which caused the damage. The reasonableness of the time required for completion of repairs, rebuilding or replacement shall be determined by the Association. All repairs, rebuilding or replacement shall be done in a manner, style and quality that returns the Townhome to a condition equal to or better than that existing immediately prior to the damaging incident. All plans must be submitted for review by the Committee and approved by the Association prior to initiation of repair, rebuilding or replacement.

ARTICLE VI
PROPERTY RIGHTS

SECTION 1. OWNER'S RIGHT TO ENJOYMENT – RESTRICTED OPEN SPACE RESERVES Every Member shall have the right to look at and enjoy the natural environment created by the designated Restricted Reserves as delineated on the final recorded plat of the Subdivision.

However, no Owner shall have the right of entry to these Restricted Reserves. Their purpose is to create a natural, undisturbed environment for the overall enhancement of the Subdivision. These rights shall be appurtenant to and shall pass with the title to every Lot, subject to the following:

The Board of Directors of the Association shall have the authority and power of keeping the natural integrity of the Restricted Reserves intact. The Association shall have the power to enforce the no entry provision as described in Article VI, Section 1. The Association will have the power to impose fines and/or bring legal action against violators of this provision whether or not the violators are Members or nonmembers. The Association will have the right to give entry into the Restricted Reserves to any party it deems necessary for cleanup, care of trees or vegetation, or any and all other functions it deems necessary for the perpetual care and preservation of the Restricted Reserves.

SECTION 2. OWNER'S RIGHT TO ENJOYMENT – COMMON AREA AND AMENITIES Every Member shall have the right to enjoy the Common Area and Amenities, and such right shall be appurtenant to and shall pass with the title to every assessed Lot, subject to the following provisions:

- (a) The Association has the right to limit the number of guests of any Member using the Common Area and Amenities.
- (b) The Association has the right to charge reasonable fees for admission and other fees for use of any part of the Common Area and Amenities.
- (c) The Association has the right to suspend the right of use to the Common Area and Amenities by any Member who has unpaid assessments against their Lot.
- (d) The Association has the right to suspend the right of use to the Common Area and Amenities by any Member who, in the opinion of the Association, has acted in an unsafe or illegal manner while using the Common Area and Amenities.
- (e) The Association has the right, in accordance with its Articles of Incorporation and By-laws to borrow money for the purpose of improving the Common Area and Amenities and in aid thereof to Mortgage said Property, and the

rights of such Mortgagee in said Properties shall be subordinated to the rights of the Owners.

- (f) The Association has the right to issue regulations governing the use of the Common Area and Amenities.

SECTION 3. RIGHT TO TRANSFER Upon approval by the Board of Directors, the Association shall have the right to transfer, assign, or convey all or any part of the Restricted Reserves or Common Area and Amenities to any public authority for such purposes as it deems necessary for the enhancement of the Subdivision, however, this provision shall not be construed to limit the right of the Declarant or the Association to grant or dedicate public or private utility Easements in portions of the Restricted Reserves or transfer title to any water line, wastewater line, lift station, or any other like facilities, situated on any part of the Restricted Reserves owned by the Association, to any utility company rendering or to render service to the Subdivision or any part thereof.

SECTION 4. DELEGATION OF USE Any Member may delegate, in accordance with the By-laws, his right to use the Common Area and Amenities to the members of his family, his tenants or contract purchasers who reside on the Property.

SECTION 5. PARKING Only one (1) vehicle per Townhome will be parked in a driveway on a regular basis and no vehicle that is an eyesore, at the sole discretion of the Committee, will be parked in public view. All vehicles must have current tags and inspection. Streets are reserved for short term parking only except that guest parking for a period of one week is permitted in the Street, providing that parking in the Street does not block other driveways, gates, or mailboxes, and does not pose a safety hazard in the opinion of the Committee. This restriction does not apply to any vehicle, machinery, or equipment temporarily parked and in use for the construction, repair or maintenance of a Townhome. Vehicles in violation of this regulation will be towed at Owner's expense at no liability to the Association whatsoever. This regulation will be strictly enforced.

ARTICLE VII EXTERIOR MAINTENANCE

SECTION 1. COMMON AREA AND AMENITIES AND RESTRICTED RESERVES The Association shall provide maintenance of these areas including maintenance and repairs of walks, driveways, parking areas, and other exterior Improvements, including but not limited to the bulkhead.

SECTION 2. INDIVIDUAL LOTS The Association shall also provide maintenance on each Lot which is subject to assessment hereunder, as follows: mowing of grass, weeding of beds, and replacement of trees, shrubs, and grass when deemed necessary by the Association.

SECTION 3. TOWNHOME EXTERIOR Maintenance, painting, and repair of the exterior of the Townhomes, including, but not limited to, repair and maintenance of roofs, exterior siding, driveways, and decks shall be the responsibility of, and performed by the authorized representative of, the Association. In relation to the building foundation, if warranties are in effect, either those of individual Owners or of the Association, these warranties will be utilized. If no warranties may be applied, the Association will be responsible and such costs as are required will be assessed to all Owners equally. Items that are expressly excluded from the Association's responsibility include, but are not limited to, replacement of windows, replacement of broken glass, cleaning of windows, outside air conditioning units and pads, boatdocks, lifts, and covers, protection of pipes from freeze, and any items of personal property of the Owner. These items are the sole responsibility of the Owner. Exterior decks will be the Association's responsibility only as it applies to major repairs. Cleaning, power washing, sealing, and routine maintenance of the exterior deck are the individual Owner's responsibility. Damage to the exterior of any unit caused by an individual Owner or his agents or invitees shall be the responsibility of that Owner, and if such repairs are not made, the Association has the right, but not the obligation, to make such repairs and assess the cost to the individual responsible Owner. All interior maintenance of individual townhomes are the sole responsibility of the Owner. Any and all consequential or secondary damage caused by leaks, foundation failure or other acts to the interior of any unit is the sole responsibility of the individual Townhome Owner.

ARTICLE VIII **USE RESTRICTIONS**

SECTION 1. RESIDENTIAL USE Each and every Lot is hereby restricted to a residential Townhome dwelling for single family use only, hereinafter referred to as "Residential Use". No commercial or manufacturing use, nor any other use except said Residential Use or home office use, as defined below, shall be made of any of said Lots, even though such commercial or manufacturing use be subordinate or incident to use of the premises for Residential Use. No structure other than one Townhome Residence shall be constructed, placed or permitted to remain on any Lot in the Subdivision. As used herein, the term "Residential Use" shall be construed to prohibit the use of any Lot for garage apartments, or apartment houses for rental purposes. Residences shall be allowed to have rooms designated as a home office. Home offices cannot be used as retail/consumer oriented businesses that would encourage or increase Street traffic. Townhomes may be leased only for a minimum term of six (6) months, and a copy of executed lease must be provided to the Association upon execution. Timesharing is strictly prohibited.

SECTION 2. LAND USE PERMITS A portion of the Lake Conroe shoreline is owned in fee simple title by the San Jacinto River Authority with the right to use such shoreline being granted back to the adjacent fee simple landowner. The use of such shoreline is subject to the terms and conditions stipulated by the San Jacinto River Authority and set forth as such in a Land Use Permit, attached as Exhibit A.

SECTION 3. LAND USE PERMIT AREA The Land Use Permit Area is shown on the Plat as Lots 1 "A" through 26 "A". This property is owned by the San Jacinto River Authority and no fee simple title interest in this property is being conveyed to Owner by the Declarant.

The purchaser (Owner) of each like numbered adjoining Lot shall have the right to and must obtain a Land Use Permit from the San Jacinto River Authority. This right may not be severed from the adjoining Lot and any conveyance of the Lot shall carry with it the exclusive right to acquire the Land Use Permit.

Any such Land Use Permits shall be issued upon the terms and conditions set out by the San Jacinto River Authority and at its sole discretion. The said Land Use Permit shall be personal to each Lot Owner and any change of ownership shall require a new Land Use Permit.

SECTION 4. ANIMALS AND LIVESTOCK No animals, livestock, or poultry of any kind such as, but not limited to, sheep, horses, cattle, swine, poultry, or dangerous animals (as determined to be such at the sole discretion of the Board of Directors of the Association) shall be raised, bred, or kept on any Lot. Consistent with its use as a Residence, domestic dogs and cats and other usual and common household pets may be kept on a Lot [which shall include in the aggregate not more than three (3) such adult animals], provided that they are not kept, bred or maintained for business purpose and do not cause a nuisance. No Owner shall permit any dog to leave Owner's Lot unless leashed and accompanied by a member of Owner's household.

SECTION 5. NUISANCES No noxious or offensive trade or activity including, but not limited to, any trailer houses and trailer parks, junk or scrap metal yard, waste material business, any dumping, disposal, incineration or reduction of garbage or refuse, any fire, bankruptcy or auction sale or garage sale operation shall be carried out upon the Lot, nor shall anything be done thereon which may be or become an annoyance or nuisance to residents of the Subdivision. The Board of Directors of the Association is hereby authorized to determine what constitutes a nuisance. Activities especially prohibited include, but are not limited to the following:

- (a) The performance of work on automobiles or other vehicles upon the Lot or in driveway or Streets abutting Lots
- (b) The use or discharge of firearms, firecrackers or other fireworks within the Subdivision
- (c) Storage of any type of flammable liquids in excess of five gallons.
- (d) Activities which may be offensive, either inside the townhome or outside, by reason of noise, odor, fumes, dust, smoke, vibration, or pollution which are hazardous by reason of excessive danger, fire, or explosion.

SECTION 6. STORAGE AND REPAIR OF VEHICLES No aircraft, boat, mobile home, tractor, trailer, motor home, marine craft, recreational vehicle, camping unit, boat rigging, truck larger than a three-quarter (3/4) ton pickup, bus, unused or inoperable automobile, towable or self-propelled machinery or equipment, or other offensive object of any kind shall be parked or kept in the Street in front of, on the side of, or otherwise on any Lot, unless such vehicle is stored within a garage or totally screened, but in any event, completely out of sight from Streets, Waterfront or waterways, and all Residences, except for marine craft in private boat slips owned by a resident of the Subdivision. No boats, canoes, personal watercraft or etc. can be stored in the backyards (out of the confines of private boat slips) of any Lot located in the Subdivision. No Owner of any Lot in the Subdivision or any visitor or guest shall be permitted to perform work on automobiles or other vehicles in driveways or Streets other than work of a very temporary nature. As used in this Section 6, the term "temporary" shall mean that the vehicle shall not remain in the driveway for more than twenty-four (24) hours.

SECTION 7. BOATS All boats permanently or semi-permanently kept at individual boatdocks shall be for the personal, private, non-commercial use of Owners. No live aboards, nor occupancy of any boat as a Residence, nor any use of toilet or washbasin facilities is permitted while at the Waterfront. All boats must be maintained in a neat and clean manner and shall present an attractive appearance.

SECTION 8. PERMITTED HOURS FOR CONSTRUCTION AND CONSTRUCTION WORKER LIMITATIONS Except in an emergency, or when unusual circumstances exist, as determined by the Committee, outside construction work or other noisy construction work shall be permitted only between the hours of 7:00 a.m. and 7:00 p.m., Monday through Saturday. No construction workers should be allowed to play loud music or use loud language in performing their particular job. No construction worker will be allowed to consume any type of alcoholic beverage at any time on the platted boundaries of the Subdivision. All construction workers are to use good judgment and prudent behavior so as not to offend in any way the residents of the Subdivision. The building contractor and his construction workers are to keep their particular construction site (and corresponding Street frontage) neat, clean and orderly at all times.

SECTION 9. DISPOSAL OF TRASH No trash, rubbish, garbage, manure, debris or offensive material of any kind including, but not limited to grass cuttings, leaves and tree limbs, shall be kept or allowed on any Lot, nor shall any Lot be used or maintained as a dumping ground for such materials, nor shall any such material be buried on site or be placed or dumped into the storm sewer system. All such material shall be placed in sanitary refuse containers constructed of metal, plastic, or masonry materials with tight fitting covers or lids and placed in a designated area adequately screened, by landscaping and/or fencing, from the Streets, Waterfronts, other Residences, and the Restricted Reserves.

No compost piles will be allowed to be maintained on any Lot, Reserve or Common Area and Amenities.

Equipment used for the temporary storage and/or disposal of such material prior to removal shall be kept in a clean and sanitary condition and shall comply with all current laws and regulations and those which may be promulgated in the future by any federal, state, county, municipal or other governmental body with regard to environmental quality and sanitary waste disposal. In a manner consistent with good housekeeping, the Owner shall remove such prohibited matter from his Lot at regular intervals, at his expense. No burning of leaves, brush, limbs, rubbish, or trash at any time. No storage area shall be permitted between any Residence or building on Lot and the Street.

All Builders during the construction of homes will be required to use one centralized portable container for the containment of all non-usable building materials (scrap) and trash. All scrap and trash is to be placed in this container on as-needed basis so as not to allow any accumulation of these materials inside or outside the house being constructed at any time. These containers must be cleaned out at timely intervals so as not to allow for any overflow of trash.

SECTION 10. CONSTRUCTION USE No temporary or portable building or other structure shall be moved onto any Lot without written permission from the Committee, and any such building or structure (if allowed) will be promptly removed upon completion of construction work. No stumps, trees, underbrush, or any refuse of any kind or scrap material from Improvements being erected on any Lot or building site shall be placed on any Streets or Easements or on other Lots or building sites. All such material, if not disposed of immediately, shall be removed from the Property and disposed of immediately upon completion of said Improvements. In order to receive permission from the Committee, temporary structures used as building offices or for other related purposes during the construction period must be inconspicuous and should be kept neat, clean, and orderly at all times. No portion of construction of one Lot shall encroach upon another Lot.

SECTION 11. STORAGE OF BUILDING MATERIALS No Lot shall be used for the storage of any building materials whatsoever, except that material to be used in construction of Improvements erected upon a Lot may be placed upon such Lot at the time construction is commenced, and then such material shall be placed within the Property lines of the Lot or building site upon which Improvements are to be erected. Building materials may remain on Lots for a reasonable time, so long as the construction progresses without undue delay after which time such materials shall be removed from the Lot. Under no circumstances shall building materials be placed or stored on the Street.

SECTION 12. MINERAL PRODUCTION No drilling of any type (including water wells), developing operations, refining, quarrying or mining operations of any kind shall be permitted upon any Lot or Restricted Reserves, nor shall oil and gas 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 permitted upon any Lot. Declarant waives its right to use of the surface of the Subdivision for the exploration, development or production of oil, gas or other minerals from the mineral estate, if any owned and retained by Declarant.

SECTION 13. INDUSTRIAL USE Industrial use of the Properties is prohibited. No use shall be permitted which is offensive by reason of odor, fumes, dust, smoke, noise, pollution or other undesirable affect, or which is hazardous by reason of excessive danger of fire or explosion.

SECTION 14. EXCAVATIONS No excavations shall be made and no sand, gravel or soil shall be removed from the Properties except in connection with a grading and/or building plan (as approved by the Committee).

SECTION 15. TREES No live tree (above a four-inch caliper) shall be cut or felled without the approval of the Committee. In order for the Committee to approve the loss of a tree or trees, another approved tree or trees shall be planted to replace same such loss.

SECTION 16. SATELLITE DISH AND ANTENNA USE No exterior television, radio, or other electronic antenna or device shall be erected, constructed, placed, or permitted on or to remain on any Lot or any of the Residences, buildings, structures or other Improvements constructed on any Lot in the Subdivision unless the same shall have been approved in writing by the Committee. All of the foregoing items shall be wholly concealed in the attic space of the Residence. Small (24" maximum diameter) dish antennas are allowed.

SECTION 17. STORAGE No Lot shall be used for the storage of commercial products, liquid, or otherwise, except the "Building Materials" as described in Section 11 of this Article VIII.

SECTION 18. RESTRICTED OPEN SPACE RESERVES AND COMMON AREA AND AMENITIES These areas shall only be for the "aesthetics" or for the overall appearance and enjoyment of the Subdivision. The Association, acting through the Board of Directors, shall have the right and power to enforce use restrictions in these areas.

SECTION 19. WINDOW AIR CONDITIONERS OR HEATERS No window or wall type air conditioners or heaters shall be permitted to be used, erected or maintained on or in any building in any part of the Lot, except that the Committee may, at its discretion, permit window or wall type air conditioners or heaters to be installed if such units, when installed, shall not be visible from public view, such permission to be granted in writing.

SECTION 20. LOT USE Lots in the Subdivision may not be re-subdivided or merged without the consent of the Association.

SECTION 21. WINDOW COVERINGS All window coverings must be of a neutral color on the side facing the exterior. The use of window film is prohibited.

SECTION 22. FIREARMS No Owner shall use any portion of the Subdivision, or permit its Lot to be used, for hunting purposes, or discharge from any portion of the Subdivision, or permit to be discharged from its Lot, any rifle, shotgun, pistol or other firearm, or any bow and arrow, or any other device or weapon designed to fire or shoot any projectile.

SECTION 23. OPEN FIRES No Owner shall build in the Subdivision, or permit to be built on its Lot, any open fires; provided, however, that this Section 24 shall not prohibit the use by any Owner or Occupant of a Residence of an interior fireplace or an outdoor fireplace or outdoor cooking facility, but only (i) within the Owner's or Occupant's Lot or such areas as may, from time to time, be designated for such purpose by the Association, and (ii) in strict compliance with the instructions as may be provided in the manufacturer's or vendor's manuals for such cooking facilities.

SECTION 24. MISCELLANEOUS No privy, cesspool or septic tank shall be placed or maintained in the Subdivision. Whenever a Residence is established on any Lot, all toilets and other sewage outlets shall be connected with the provided central sewer service. The outdoor drying of clothes or other materials is prohibited.

ARTICLE IX **ARCHITECTURAL RESTRICTIONS**

All architecture shall be consistent with the design of the Subdivision. All architectural controls set forth in this Declaration or created by the Committee shall be enforced.

SECTION 1. TYPE OF RESIDENCE Only one Townhome Residence may be constructed on each Lot or combination thereof, but no more than three (3) stories. Nothing herein shall be construed to prohibit the use of the attic space in any Residence for additional living area. All Residences shall have a garage area for at least one (1) car. Carports on Lots are prohibited unless approved in writing by the Committee in conjunction with an aforementioned garage. All structures shall be of new construction, and no structure shall be moved from another location onto any Lot. All Residences must be kept in good repair and must be painted when necessary to preserve their attractiveness.

SECTION 2. GARAGES All Residences shall have a garage area for at least one car. No porte-cocheres will be allowed to be built in lieu of garages.

SECTION 3. OUTBUILDINGS Any structure other than the main Townhome or garage is herein defined as an outbuilding. No outbuildings will be allowed to be constructed on any Lot.

SECTION 4. LIVING AREA REQUIREMENTS The interior living area of the residential structure (exclusive of porches, decking, terraces, patios, driveways, or living quarters for bona fide domestic servants and garages) must satisfy the minimum square footage requirements of 1400 square feet for one Lot. Any area on the ground level of the residential structure shall be constructed in compliance with all federal, state and local regulations and

standards. No area below the minimum elevation requirements may be used or occupied for habitable purposes.

SECTION 5. MINIMUM ELEVATION The buildings placed or erected on any Lot shall be constructed in compliance with all federal, state, and local regulations and standards, and satisfy all mandatory minimum elevation requirements as to the interior living area of the residential structure. Provided, however, in no event shall the elevation of the interior living area of the residential structure (exclusive of porches and decking), measured to the top of the lowest interior living area floor, be less than 207.5 feet above mean sea level.

SECTION 6. LOCATION OF RESIDENCE All setback lines and Easements are recorded on the final plat. The Committee has the authority to require that all Improvements on Lots be staked out and that such staking be approved by the Committee before any tree cutting is done or any construction site work is begun.

No building shall be located on any Lot nearer to the bulkhead, bank, or shoreline of Lake Conroe than the minimum building setback line shown on the Subdivision plat unless approved in writing by the Committee.

SECTION 7. WATERFRONT IMPROVEMENTS Are defined as any Improvements performed on the lake side of the rear building line. Any Waterfront Improvements constructed hereof, must comply with all applicable rules, regulations, requirements (including, without limitation, such restrictions as health, safety or zoning codes or ordinances collectively, "Legal Requirements") of any special district, city, county, state, federal or other governmental or quasi-governmental agency, board, bureau, commission, court, department, or other authority ("Governmental Authority") having jurisdiction over the construction, ownership or operation of Improvements on the Lots. Any and all necessary permits, governmental authority consents, qualifications, classifications, approvals, and other related matters including but not limited to the San Jacinto River Authority, Army Corp of Engineers, U.S. Coast Guard, etc. must be presented to the Association for review ten (10) days prior to the commencement of construction.

Views to and from Lake Conroe are encouraged and are very protected by the Declarant throughout these Restrictions, so that each view can become a positive addition to the environment of the Properties in the entire Subdivision. Any Improvement must be approved by the Committee in writing prior to beginning said Improvements.

SECTION 8. DRIVEWAYS On each Lot the Builder shall construct the driveway from the garage to the front or the side Street, including the portion of the driveway in the Street Easement, Builder shall repair at its own expense any damage occasioned by connecting the driveway, to the Street. Maintenance of driveways is the responsibility of the Association except for damage caused by Owner.

SECTION 9. BULKHEADS As used in this Declaration, the term "bulkhead" shall mean the vertical retaining wall for erosion control installed along the Waterfront Lots. Notwithstanding the foregoing, the bulkhead shall be constructed uniformly along with the

Waterfront Lots, and shall take such form or shape and be constructed of such materials as shall be acceptable to the Association. The bulkheads located on the Lots and Properties have been placed and constructed thereon for the purposes of creating, defining and protecting the Waterfront boundaries of the Lots, all respectively being situated in, on, about, adjacent to or forming a part of the Subdivision.

The bulkheading is appurtenant to the Lots of the Subdivision to which they are adjoined or attached. Replacements and repairs must meet the approval of all necessary agencies and the Committee and shall be paid for by the Association.

An affirmative duty is imposed upon each Owner, for himself, his family members, his tenants, and his contract purchasers who reside upon the Property, and for each of their guests and invitees on their Property, to maintain a clean and safe area in, on and around the bulkhead on his Lot, to neither damage nor harm the bulkhead through intentional misuse, neglect, negligence or construction to, on or around the bulkhead and not to cut, split, divide, separate or detach any part of the bulkhead in any manner. Repair of damages to the bulkhead caused by Owner will be the sole responsibility of the Owner. Such repairs must return bulkhead to its original condition. Such repairs not made by Owner will be made by the Association and assessed to the individual Lot Owner.

SECTION 10. DOCKS, PIERS, BOATSLIPS, COVERS AND LIFTS No dock, boatslip, pier or other structure may be installed or constructed without the written approval of the Committee. Request to construct any such structure shall be in writing to the Committee and must be accompanied by a complete set of plans and specifications. No homemade type dock, boatslip, boat cover, or bulk heading will be allowed. Location, size and shape of boatdocks, slips and piers is at the sole discretion of the Committee, and has been established by the Committee as indicated in Exhibit B, entitled Master Boat Dock Plan, attached herein. Only one dock system per Residence, containing storage space for no more than one boat, will be permitted, unless approved by the Committee. Each individual boat dock must incorporate a type of "bumper" material, approved by the Committee. All maintenance of docks, piers, cover, boatslips, lifts, etc. shall be the responsibility of the Lot Owner, and all such items must be properly maintained at all times. Failure to maintain such items in a timely manner shall result in maintenance being performed by the Association and the costs of such maintenance being assessed to the individual Lot Owner.

No docks, piers, or boatslips may be constructed until construction of the Townhome has started. Any boatslip, pier or dock to be constructed must first be permitted by the San Jacinto River Authority. Permit must be presented to the Committee prior to construction.

To protect the view of adjoining Lots, only low profile boat covers may be placed over aforementioned boat slips. All boat covers to be of a green color as approved by the Committee and shall be no higher than 6 feet above the standard bulkhead height of 203' above mean sea level. Height of cover must be approved by the Committee.

No house boat may be semi-permanently or permanently moored adjacent to the rear of any Lot.

Any pier damaged or destroyed by a storm, Act of God or any other manner out of the control of the Lot Owner, must be repaired to its original condition or completely removed to the satisfaction of the Committee or the Committee shall have repairs made as deemed necessary and the cost of such repairs or removal of the pier shall be assessed to the individual Lot Owner. This repair or removal must occur within sixty (60) days of date of sustained damage.

Any Waterfront Improvement not conforming with the specifications outlined herein or all legal requirements will be removed by the Association and the cost of removal will be assessed against the Lot upon which the pier was located.

SECTION 11. FENCES All Fences shall be wrought iron only and built in accordance with the following regulations.

Each individual Lot will consist of four zones:

- (1) **Front Zone** – will be defined as that area from the curb to the front wall (nearest the Street) of the Townhome. No fencing will be allowed in this zone.
- (2) **Middle Zone** – will be defined as that area from the front wall (nearest the Street) of the Townhome to the front entrance of the Townhome. Any Fence constructed in this zone must be wrought iron. The wrought iron must exactly match the shape, size, spacing, etc. of the wrought iron in the front of the Subdivision. Any Fence constructed in this zone must be five (5) feet high from the ground. Only square iron support type posts (3 or 4 inches wide) on 8' centers are allowed for structural support. All fencing in this zone must be approved in writing by the Committee.
- (3) **Back Zone** – will be defined as that portion of the Lot that extends from an imaginary line drawn parallel to the back of the Residence to the bulkhead. Any Fence constructed in this zone must be built of wrought iron only. Again, the wrought iron must exactly match the Subdivision Fence. Only square iron support type posts (3 or 4 inches wide) on 8' centers are allowed for structural support. Any Fence constructed in this zone must be four (4) feet high. All fencing in this zone must be approved in writing by the Committee.
- (4) **Side Zone** – will be defined as that portion of the Lot on either end of a building, extending from the Street to the bulkhead. Fencing in this zone will be allowed only at the sole discretion of the Committee.

Fencing in any zone must contain access gates to allow maintenance to be performed by the Association. Any fencing that is constructed without the Committee's written approval or in violation of the above guidelines will be removed by the Committee and the costs of such removal assessed against that individual Owner.

SECTION 12. GRASS, SHRUBBERY, AND LANDSCAPING Before and after construction, all Lots shall be kept at all times in a sanitary, healthful and attractive condition,

repaired by the Association upon written request from the Owner of any Lot. Declarant may designate fill areas into which materials specified by Declarant may be placed with approval of the Committee. The Committee may require plants or other Screening devices around boxes, transformers and other above-ground utility equipment. The Builder shall install and the Association shall maintain any exterior landscaping placed on any Common Area and Amenities, Reserve, or on any Townhome Lot. The Association must approve any additions to landscaping made by any Owner. If no approval is obtained, the Association shall have the right to remove such landscaping. The Association shall have the right to enter upon the Lots to plant, install, maintain and replace such shrubbery or other Screening devices.

SECTION 13. SIGNS AND BILLBOARDS The right is reserved by the Declarant and its designated agent to construct and maintain such signs, billboards or advertising devices as is customary with the general sale of the Property. The Declarant and the Association shall have the right to erect identifying signs at the entrance to the Subdivision, within the Subdivision, and on the Waterfront. Also allowed are signs used by a general contractor (Builder), real estate agent, or homeowner to advertise the Property during construction and/or sale period. These signs are limited to one sign at the curb and one sign at the bulkhead. These signs may be no larger than three feet by three feet. Other signs may be allowed with the approval of the Committee. The Committee shall have the right to remove any sign not complying with the above, and in so doing, shall not be liable and are expressly relieved from any liability for trespass or other tort in connection therewith or rising from such removal.

SECTION 14. SIDEWALKS No sidewalks can be placed parallel to the front curb. Only interior sidewalks will be allowed from drive to house or for the Street to the house. Materials for construction of sidewalks must match the materials and surface treatment of the driveway and conform to overall appearance of the Subdivision.

SECTION 15. SWIMMING POOLS No swimming pool may be constructed on any Lot unless approved in writing by the Committee.

SECTION 16. MAILBOXES AND ADDRESS NUMBERS Mailboxes and address numbers will be installed by the Builder and maintained by the Association. Address numbers shall be displayed in a standard design approved by the Committee.

SECTION 17. PRIVATE UTILITY LINES All electrical, telephone, and other utility lines and facilities which are located on a Lot, and are not owned by a governmental entity or a public utility company, shall be installed in underground conduits or other underground facilities unless otherwise approved in writing by the Committee.

SECTION 18. VISUAL APPEARANCE Any part of a Residence which abuts a corner or any Street shall have an appearance as attractive as that of the front of the Residence.

SECTION 19. TEMPORARY BUILDINGS Temporary buildings or structures shall not be permitted on any Lot, with the following exception: Declarant may permit temporary toilet facilities, sales and construction offices and storage areas to be used in connection with the construction and sale of Residences. Builders in the Subdivision may use garages as sales

offices for the time during which such Builders are marketing homes within the Subdivision. At the time of the sale of a Residence by a Builder, any garage appurtenant to such Residence used for sales purposes must have been reconverted to a garage.

SECTION 20. TRAFFIC SIGHT AREAS No Fences, shrubs, or other obstructions shall be allowed on any Lot within the Subdivision to impair proper safety of sight.

SECTION 21. LAWN SPRINKLER SYSTEMS Lawn sprinkler systems will be installed by the Builder and maintained by the Association.

SECTION 22. ENFORCEMENT OF ARCHITECTURAL CONTROL STANDARDS AND ARCHITECTURAL RESTRICTIONS In the event of a violation of any covenant herein by any Owner, or his Builder, or Occupant of any Lot, and continuance of such violation after ten (10) days written notice thereof, which in the opinion of the Committee or the Association is detrimental to the enjoyment of the adjoining Property or is unattractive or is a health or safety hazard, the necessity for repairing or painting Improvements, or the doing of all other things necessary or desirable, in the opinion of the Committee or the Association, consistent with the Restrictions, or in the event the Owner or Occupant has not proceeded with due diligence to commence and thereafter complete appropriate repairs and maintenance to Improvements after such notice, the Committee and the Association, or either one of them, shall have the right (but not the obligation) to repair, maintain, and restore the Lot and the exterior of the Residence and any other Improvement located thereon. To the extent necessary to prevent or to remedy rodent or insect infestation, diminish fire hazards or otherwise accomplish any of the above needed repairs, maintenance and restoration, the Committee or the Association shall have the right, through its representatives, to enter any Residence or Improvements located upon such Lot and may within its discretion remedy the same, rendering a statement to the Owner of such Lot who shall be liable to the Committee or the Association for the cost of work with respect thereto, together with interest thereon from thirty (30) days after the due date until paid at the highest non-usurious rate permitted by law, or if no such limitation is imposed, then at the rate of eighteen percent (18%) per annum and reasonable Attorney's fees for the collection thereof regardless of whether suit is instituted. The Owner agrees by the purchase of the Lot to pay such statement immediately within thirty (30) days from notice thereof. If such Owner shall fail to reimburse the Declarant, Committee, or Association within thirty (30) days after receipt of a statement for such work, then the amount of such charge shall constitute a lien on the Residence and Lot on which the work was performed. Such lien on the Residence and Lot on which the work was performed shall be enforceable as any other assessment lien as provided in this Declaration. The Declarant, Committee, and Association, and their representatives, shall not be liable, and are hereby expressly relieved from any liability, for the performance of the foregoing.

SECTION 23. MISCELLANEOUS There shall be no decorative appurtenances placed on lawns or decks, or wherever visible from the Street or from the water including, but not limited to, landscape timbers, railroad ties, planter bed edging, sculptures, bird baths, birdhouses, fountains or other decorative embellishments, unless such specific items have been approved in writing by the Committee. No items may be placed or kept on lawns or decks which interfere with any view of any other Owner, at the sole discretion of the Committee.

ARTICLE X
EASEMENTS

SECTION 1. EXISTING EASEMENTS The Subdivision Plat dedicates for use as such, subject to the limitations set forth therein, certain Streets and Easements shown thereon, and the Subdivision Plat also established dedications, limitations, reservations and restrictions applicable to the Lots. All dedications, limitations, restrictions and reservations shown on the Subdivision Plat and all grants and dedications of Easements and related rights heretofore made by Declarant and Declarant's predecessors in title affecting the Lots are incorporated herein by reference and made a part of this Declaration for all purposes, as if fully set forth herein, and shall be construed as being adopted in each and every contract, deed or conveyance executed or to be executed by or on behalf of Declarant and each Owner conveying any part of the Lots.

SECTION 2. MAINTENANCE There is hereby created a blanket Easement upon, across, over and under all of the Property within the Subdivision for the ingress and egress for purpose of maintaining building exteriors and landscapes, shrubs and grass. The utility companies furnishing service shall have the right to remove all trees situated within the utility Easements shown on the Subdivision Plat or herein granted, and to trim overhanging trees and shrubs located on of the Lot abutting such Easement.

SECTION 3. EMERGENCY AND SERVICE VEHICLES An Easement is hereby granted to all police, fire protection, ambulance and other emergency vehicles, and to garbage and trash collection in the performance of their duties. Further, an Easement is hereby granted to Declarant, the Committee and the Association, and their respective officers, agents, employees and management personnel to enter the Lots to inspect and render any lawful service.

ARTICLE XI
GENERAL PROVISIONS

SECTION 1. NO WAIVER The Declarant, Association, Committee and any Owner shall have the right to enforce, by any proceeding at law or in equity, the covenants, conditions and restrictions contained herein. Failure by any such party to enforce any of the provisions herein contained shall in no event be deemed a waiver of the right to do so thereafter.

SECTION 2. DURATION These covenants shall run with the land and shall be binding upon all parties and all Persons claiming under them for a period of thirty (30) years from the date these covenants are recorded, after which time said covenants shall be automatically extended for successive periods of ten (10) years each, unless an instrument signed by a two-thirds (2/3) majority of the then Owners of the Lots has been recorded, agreeing to change or terminate the covenants herein, in whole or in part, prior to the respective renewal period and filed for record in the Office of the County Clerk of Montgomery County, Texas.

SECTION 3. SEVERABILITY Invalidation of any one of these covenants by judgment or other court order shall in no way affect any other provisions, which shall remain in full force and effect, except as to any terms and provisions which are invalidated.

SECTION 4. GENDER AND GRAMMAR The singular, wherever used herein, shall be construed to mean or include the plural when applicable, and the necessary grammatical changes required to the provisions hereof apply either to corporations (or other entities) or individuals, male or female, and shall in all cases be assumed as though in each case fully expressed.

SECTION 5. TITLES The titles of this Declaration contained herein are for convenience only and shall not be used to construe, interpret or limit the meaning of any term or provision contained in this Declaration.

SECTION 6. AMENDMENT This Declaration may be amended by an instrument executed by 2/3 of the Class A Members and, if applicable, 2/3 of the Class B Members.

SECTION 7. EXECUTION BY THE ASSOCIATION The Association, by joining in the execution hereof, agrees to be bound by all of the terms and provisions of this Declaration.

SECTION 8. ENFORCEMENT The terms and provisions of this Declaration shall run with and bind the land in Bay Pointe Landing on Lake Conroe and shall inure to the benefit of and be enforceable by Declarant, the Association, the Committee, and the Owner of any Lot, and by their respective legal representatives, heirs, successors, and assigns, if qualifying as an Owner pursuant to Section 19 of Article I. This Declaration may be enforced in any proceeding at law or in equity against any Person or entity violating or threatening to violate any provision hereof, to enjoin or restrain violation or to recover damages, and against the Property to enforce any lien created by this Declaration. Failure of Declarant, the Association, and Committee or any Owner to enforce any term or provision of this Declaration shall never be deemed a waiver of the right to do so thereafter.

SECTION 9. INCORPORATION The terms and provisions of this Declaration shall be construed as being adopted in each and every contract, deed or conveyance hereafter executed by Declarant conveying all or any part of the land in the Subdivision, whether or not referred to herein, and all estates conveyed therein and warranties of the title contained therein shall be subject to the terms and provisions of this Declaration.

SECTION 10. INSURANCE The Association shall have the right, power and authority to obtain and maintain policies of insurance covering such risks, issued by such companies, upon such terms and with such deductibles as the Board may from time to time determine. Such insurance may include, but shall not be limited to, general liability insurance for bodily injury and Property damage, contractual liability, host liquor liability and other coverages as found in broad form liability endorsements, fidelity insurance, non-owned automobile insurance and officers and directors errors and omissions and liability. The Association shall also have the right, power and authority to obtain and maintain fidelity bonds covering those

Persons who have access to the funds of the Association. The Association shall have the right, power, and authority to adjust and settle any claim insured against under, and to receive and disburse any insurance proceeds payable pursuant to, any policy obtained by the Association in such manner as the Board may determine.

SECTION 11. LIABILITY Notwithstanding anything to the contrary, neither Declarant, the Committee or the Association, nor any Person acting on their behalf with regard to the matters set forth in this instrument including, but not limited to, the Board of Directors of the Association, any of their Committee members or any Person engaged by them to act hereunder, as well as their successors and assigns, shall have any liability hereunder to any third party, including the Owners, with respect to any act of commission or omission except for gross negligence and willful fraud. To the fullest extent permitted by law, each Owner and every Person claiming by, through, or under them, waives rights of subrogation with respect to any policy of insurance to the fullest extent permitted by law, but only to the extent that the same does not invalidate the applicable insurance policy, such subrogation rights being waived as against Declarant, the Committee and the Association, or any Person acting on their behalf with regard to the matters set forth in this instrument including, but not limited to, the Board of Directors of the Association, any of their Committee members of any Person engaged by them to act hereunder, as well as their respective successors and assigns.

SECTION 12. NOTICES Any notice to any Member or Owner under the provisions of this Declaration shall be deemed to have been properly given when hand delivered or mailed, postpaid to the last known address of the Person who appears as a Member or Owner on the records of the Association at the time of such notice.

SECTION 13. INTERPRETATION If any disagreement shall arise between Members as to the interpretation or application of this Declaration or any other documents relating thereto, the disagreement shall be resolved by the Board and the determination of the Board shall be final and binding upon all Members unless the determination was fraudulently induced or arbitrarily or capriciously rendered.

SECTION 14. OMISSIONS If any punctuation, word, clause, sentence or provision necessary to give meaning, validity, or effect to any other word, clause, sentence, or provision appearing in this Declaration shall be omitted herefrom, then it is hereby declared that such omission was unintentional and that the omitted punctuation, word, clause, sentence or provision shall be supplied by inference.

SECTION 15. AMENDMENTS BY DECLARANT The Declarant shall have and reserves the right at any time and from time to time to amend this Declaration by an instrument in writing duly signed acknowledged and filed for record for the purpose of correcting any typographical or grammatical error, ambiguity or inconsistency appearing herein, or other changes, provided that any such amendment shall be consistent with and in furtherance of the general plan and scheme of this Subdivision as evidenced throughout this Declaration and shall not impair or affect the vested Property or other rights of any Owner or such Owner's mortgagee.

SECTION 16. DECLARANT'S USES Declarant may and hereby reserves the right to conduct its administrative activities and marketing program for the Subdivision from any location within the Subdivision, whether from permanent or temporary facilities.

SECTION 17. VARIANCES The Committee, at its sole discretion, is hereby permitted to approve deviations in all use and architectural restrictions concerning building area, location of Improvements on the Lots, and building materials used in construction on the Lots in instances where in The Committee's sole judgment and discretion, such deviation will result in a more common beneficial use and or provide more continuity to the overall character and aesthetics of the Subdivision. Such approvals will be granted on a case by case basis and must be granted in writing by the Committee and when granted will automatically amend such restrictions, only insofar as the restrictions apply to the Lot for which the variance was requested. The Committee is under no obligation to consider or grant variances. However, all variances shall comply with legal requirements.

Upon request by a Lot Owner, the Committee shall have thirty (30) days to consider such request and if the Committee does not respond within thirty (30) days of receipt of such written request, the Committee shall be deemed to have denied the request.

SECTION 18. PUBLIC DEDICATION The Association shall offer the Streets for public dedication upon the affirmative vote of the Owners of a majority of the Lots located within the Subdivision. Neither the City of Conroe nor any other public entity shall be required to accept the public dedication of such Streets. If accepted, all access control facilities shall be removed and unrestricted public access to such Streets shall be permitted. Private Streets will be accepted in an "as is" condition and acceptance shall not be deemed to obligate the accepting public entity to improve such Streets above their then existing condition, the method and manner of Street maintenance or Improvements being at the sole discretion of the accepting public entity.

ARTICLE XII **ANNEXATION AND ADDITIONS**

SECTION 1. ANNEXATION OF AFFILIATED SECTIONS OR SUBDIVISIONS WITHOUT CONSENT OF CLASS "A" MEMBERSHIP Declarant shall have the unilateral right, privilege and option, from time to time without consent of Class A membership at any time until thirty (30) years from the date this Declaration is recorded to annex affiliated sections of Subdivision into the jurisdiction of the Association, whether in fee simple or leasehold, by filing in the Montgomery County Real Property Records, a supplemental amendment annexing such Property. Such annexation and supplemental amendment to this Declaration shall not require the vote of Members or approval by any Person. Any such annexation shall be effective upon the filing for record of such supplemental amendment, unless otherwise provided therein. The Declarant, its successors and assigns, shall have the right to bring within the scheme of this

Declaration additional Properties in future stages of the development (including, without limitation, subsequent sections of Bay Pointe Landing on Lake Conroe).

Declarant shall have the unilateral right to transfer to any other Person the-said right, privilege, and option to annex additional Property which is herein reserved to Declarant, provided that such transferee or assignee shall be the developer of at least a portion of said real Property.

SECTION 2. ANNEXATION OF AFFILIATED SECTIONS OR SUBDIVISIONS WITH CONSENT OF CLASS "A" MEMBERSHIP Subject to the written consent of the Declarant, upon the written consent of affirmative vote of a majority of the number of the Class "A" votes of the Association present or represented by proxy at a meeting duly called such purpose, the Association may, following the expiration of the rights of Declarant in Sections 1 hereof, annex other property into the Association subject to the provisions of this Declaration and the jurisdiction of the Association by filing for record in the Montgomery County Real Property Records, a supplemental amendment signed by the President and the Secretary of the Association, and any such annexation shall be effective upon filing, unless otherwise provided therein. The time within which and the manner in which notice of any such meeting of the Class "A" Members of the Association, called for the purpose of determining whether additional Property shall be annexed, and the quorum required for the transaction of business at any such meeting, shall be as specified in the By-Laws of the Association for regular or special meetings, as the case may be.

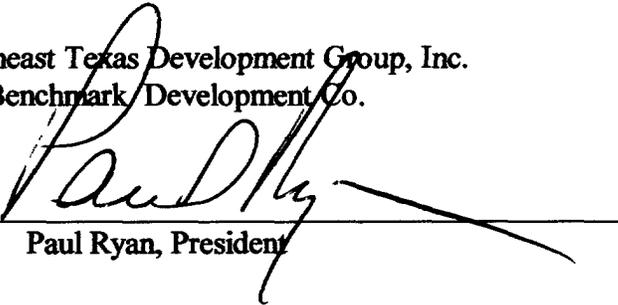
SECTION 3. MERGERS Upon a merger or consolidation of the Association with another association, the Association's Properties, rights and obligations may be transferred to another surviving or consolidated association or, alternatively, the Properties, rights and obligations of another association may be added to the Properties, rights and obligations of the Association as a surviving corporation pursuant to a merger. The surviving or consolidated association shall administer the covenants and restrictions applicable to the Properties of the other association as one scheme. No such merger or consolidation, however, shall affect any revocation, change or addition to the covenants established by this Declaration or any Supplemental Declaration.

SECTION 4. OTHER ASSOCIATION PRIVILEGES The Declarant or the Board of Directors of the Association may negotiate and contract in the name of the Bay Pointe Landing on Lake Conroe Homeowner's Association, Inc. for the use of Properties or facilities of other Associations or Subdivisions including, but not limited to, swimming pools and tennis courts. All Members shall abide by any such contract, and the Rules and Regulations of that Association or Subdivision as they relate to the Properties or facilities to be used. Said contract shall not affect any revocation, change or addition to the covenants established by this Declaration or any Supplemental Declaration.

IN WITNESS HEREOF, this Declaration is executed as of the 29th day of June,
2001.

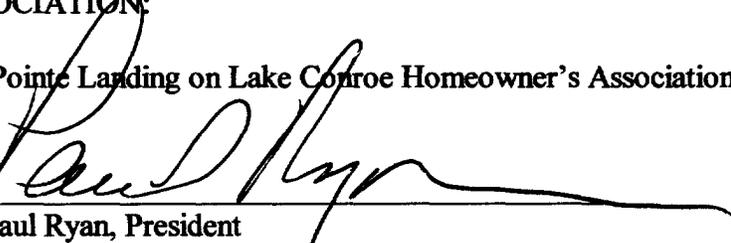
DECLARANT:

Southeast Texas Development Group, Inc.
dba Benchmark Development Co.

BY: 
Paul Ryan, President

ASSOCIATION:

Bay Pointe Landing on Lake Conroe Homeowner's Association, Inc.

BY: 
Paul Ryan, President

Agreed to:

Woodforest National Bank

BY: 

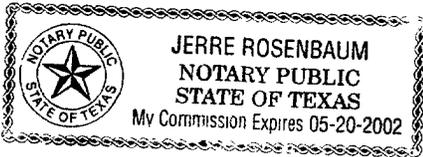
NAME: LISA D. McCONNELL

TITLE: ASST. VICE PRESIDENT

ACKNOWLEDGMENT

THE STATE OF TEXAS :
:
COUNTY OF MONTGOMERY :

This instrument was acknowledged before me this 29th day of June, 2001
by Paul Ryan, President of Southeast Texas Development Group, Inc., (dba Benchmark
Development Co.) a Texas Corporation, on behalf of said Corporation.



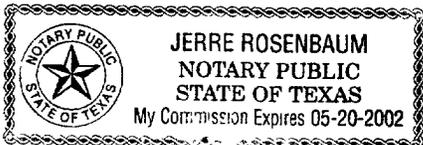
Jerre Rosenbaum
Notary Public in and for the
STATE OF TEXAS

JERRE ROSENBAUM
Notary's printed name

ACKNOWLEDGMENT

STATE OF TEXAS :
:
COUNTY OF MONTGOMERY :

This instrument was acknowledged before me this 29th day of June, 2001
by Paul Ryan, President of Bay Pointe Landing on Lake Conroe Homeowner's Association,
Inc., a Texas Non-Profit Corporation, on behalf of said Corporation.



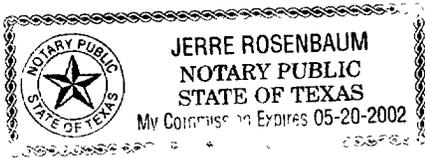
Jerre Rosenbaum
NOTARY PUBLIC in and for
the STATE OF TEXAS

JERRE ROSENBAUM
Notary's printed name

ACKNOWLEDGMENT

THE STATE OF TEXAS :
:
COUNTY OF MONTGOMERY :

This instrument was acknowledged before me this 29th day of June, 2001
by Lisa D. McConnell, Asst. Vice President
of Woodforest National Bank, on behalf of said bank.



Jerre Rosenbaum
Notary Public in and for the
STATE OF TEXAS
Jerre Rosenbaum
Notary's printed name

RETURN TO:

BENCHMARK DEVELOPMENT CO.
14859 MADINA DR.
MONTGOMERY, TEXAS 77356

**THIS INSTRUMENT IS A LAND USE PERMIT ONLY
AND DOES NOT CONVEY AN INTEREST IN REAL PROPERTY**

**SAN JACINTO RIVER AUTHORITY
(the "Authority")**

**LAKE CONROE
DAM AND RESERVOIR**

PERMIT No. _____

Date _____

**LAND USE PERMIT
(the "Permit")**

TO:

In consideration of the cash payment by Permittee(s) to the Authority of the applicable Permit fee, and other good and valuable consideration, the receipt of which are hereby acknowledged, the Permittee(s) named above is hereby issued a Permit to maintain a land fill and to use and enjoy the surface thereof but subject to the rights of use thereof by the Authority and its employees, agents and authorized representatives, as hereinafter provided, and further subject to the hereinafter stated covenants, agreements, reservations, exceptions, conditions and rights, in, along, over and across certain lands of the Authority referred to herein as the "Permitted Area", and lying and being situated in Montgomery County, Texas, and being further described as follows:

Being

**See Exhibits
A and B**

This Permit is issued and accepted SUBJECT TO and in further consideration of the covenants, agreements, reservations, exceptions, conditions and rights hereinafter stated:

1. Any and all references herein to the Authority or to the Permittee (whether one or more) shall include and be binding upon their respective heirs, successors, assigns and transferees, except as otherwise specifically provided herein.

2. It is expressly agreed and understood by the parties hereto that this Permit shall in no way create any interest of any kind or nature in real property and shall be strictly confined to those Permit rights expressly set forth herein. The Permittee(s) covenants and agrees that this Permit shall not be sold, transferred or assigned, in whole or in part, and no such purported sale, transfer or assignment shall be valid or effective for any purpose, without the prior written consent of the Authority.

3. The Authority reserves the right to flood and inundate (together with any consequential siltation or erosion) all or any portions of the Permitted Area, and any appurtenances thereto or improvements thereon, with normal or flood waters created by the construction, maintenance and operation by the Authority of a dam and reservoir (known as Lake Conroe) across the San Jacinto River, together with any changes, modifications, improvements, enlargements, reconstructions or alterations of same, and Permittee(s) shall assume and does hereby acknowledge assumption of all risks of loss, injuries and damages to the said Permitted Area, and any appurtenances thereto or improvements now or hereafter situated thereon, that may ever be caused by or result from said flooding, inundation, siltation or erosion, or the existence, use, operation and maintenance of said dam and reservoir by the Authority.

4. Permittee(s) covenants and agrees to at all times perform any and all necessary works and take all necessary precautions to prevent pollution of the waters and water supply of the aforesaid dam and reservoir, and Permittee(s) shall be liable in damages to the Authority for any pollution, losses, damages or injury to the Authority and/or said reservoir and water supply resulting from the use, operation and maintenance of the aforesaid Permitted Area, or any appurtenances thereto or improvements thereon.

5. Permittee(s) further covenants and agrees to so operate, maintain and use the aforesaid Permitted Area, and appurtenances thereto or improvements thereon, in such manner as will not interfere with the use, maintenance and operation of the aforesaid dam and reservoir by the Authority, and Permittee(s) shall at all times comply with the rules and regulations prescribed by the Authority from time to time regarding the use, operation and maintenance of said dam and reservoir. The Authority, and its employees, agents and authorized representatives shall have the right (but neither the duty nor obligation) to enter upon the Permitted Area, and any appurtenances thereto and improvements thereon, at

any time, for any corporate purpose of the Authority including, but not limited to, the clearing, removal, destruction or disposal of any trash, obstructions, debris, construction or any other condition or matter that may, in the sole judgement and discretion of the Authority, in any way pollute or interfere with the use, operation and maintenance by the Authority of the said dam or reservoir, and the Authority shall specifically have the right to place equipment or material upon the Permitted Area for the use, maintenance or operation of such dam or reservoir as it deems reasonable and necessary under the circumstances. Provided, however, the Authority agrees to give Permittee(s) or as appropriate its assigns as to any portion of the Permitted Area to be affected by an action of the Authority) three (3) days' notice of the Authority's intention to place equipment or materials upon the Permitted Area unless such placing of equipment or materials shall need to be done in an emergency situation, the declaration of an emergency situation to be within the sole judgement of the Authority. In the event notice is required to be given and the current Permittee(s) is not readily and reasonably locatable in the sole judgement of the Authority, notice by actual posting upon the portion(s) of the Permitted Area to be affected shall be considered sufficient notice under this paragraph and the Authority's notice obligation hereunder shall be discharged.

6. If any improvements or appurtenances are constructed, installed upon or made a part of such Permitted Area by Permittee(s), they shall be so made, constructed or installed only upon and subject to compliance with all applicable laws, ordinances, rules and regulations, including all applicable building and zoning laws, ordinances and restrictions; provided, however, that no improvements, buildings, appurtenances or structures of any kind shall be erected, placed or constructed upon or within the Permitted Area, nor shall any mining, drilling or excavation be conducted or permitted thereon or thereunder by or through Permittee(s), without prior written consent and approval of the Authority, which consent and approval shall be granted or withheld in the sole judgement and discretion of the Authority.

7. Permittee(s) covenants and agrees to continuously maintain and repair the present bulkhead and related appurtenances adjacent to or along the shoreline of the Permitted Area in a sound, properly functioning condition.

8. Permittee(s) specifically covenants and agrees to at all times comply with all rules, regulations and requirements of the United States Army Corps of Engineers that pertain to the Permitted Area.

9. Permittee(s) hereby agrees to release, indemnify and hold harmless the Authority, and its officers, directors, employees, agents and authorized representatives from and against, and to reimburse the Authority and/or such officers, directors, employees,

agents and authorized representatives, with respect to, any and all claims, demands, causes of action, losses, damages, liabilities, costs and expenses (including attorney's fees and any administrative or court costs) of any and every kind or character, known or unknown, fixed or contingent, which may be asserted against or incurred by the Authority and/or its officers, directors, employees, agents and authorized representatives, at any time and from time to time, by reason of or arising, either directly or indirectly, out of Permittee's maintenance or use of the Permitted Area, or any appurtenances thereto or improvements thereon.

10. Unless terminated pursuant to the remaining provisions of this paragraph or the provisions of the following paragraph, this Permit shall remain in effect for a term of twenty (20) years from date hereof; provided however, that this Permit shall remain in effect only for so long as the Permitted Area, and any appurtenances thereto or improvements thereon, are maintained and used in full compliance with the terms, conditions and requirements described herein, and this Permit shall be subject to compliance by Permittee(s), at all times with all of the covenants, agreements, reservations, exceptions, conditions and rights hereinabove stated. In the event of any breach of or noncompliance with the terms and provisions of this Permit, the Authority may give written notice to Permittee(s) by first class mail to Permittee's last address known to the Authority of the circumstances constituting such breach or noncompliance and the actions to be taken by permittee(s) to remedy such default. Should Permittee(s) fail or refuse, within fifteen (15) days after mailing of such notice, to remedy such breach or event of noncompliance or demonstrate a plan and intent to remedy that is acceptable in the sole judgement of the Authority, the Authority may, without further notice to Permittee(s) (I) forthwith terminate this Permit and resume the full use, possession and enjoyment of the Permitted Area, and/or (ii) initiate legal or administrative proceedings for such relief as may be deemed appropriate by the Authority under the circumstances; provided, however, that the termination of this Permit shall not serve to terminate, curtail or alter the rights of the Authority hereunder to seek and obtain such legal and/or administrative relief; and provided further, that nothing herein shall be deemed or construed to limit or restrict the Authority's rights hereunder to institute and pursue legal or judicial proceedings for breach of or noncompliance with the provisions of the Permit without prior notice to Permittee(s) if, in the sole judgement and discretion of the Authority, such proceedings are necessary to prevent or eliminate imminent danger of pollution of the said dam and reservoir or water supply or destruction or irreparable damage to all or any portion of the Permitted Area and/or the bulkheading or shoreline protection adjacent thereto.

The Authority does, however, acknowledge that Permittee(s) and/or its assigns will probably request that this Permit be renewed or extended, and the Authority will consider such

request(s) if Permittee(s) and/or its assigns are not otherwise in default under the terms of this Permit. Following such consideration, the Authority may or may not grant the request in its sole discretion.

11. The Permit rights herein issued to Permittee(s) shall now and hereafter be subservient to any and all future uses the Authority may determine, in its sole judgement and discretion, to make of said dam and reservoir, and to any future changes, modifications, improvements, enlargements, extensions or alterations thereto which, in its sole discretion and judgement, the Authority may determine to make in said dam and reservoir or in the use, operation or maintenance of same. Accordingly the Authority reserves the right to terminate this Permit in the event that, in its sole judgement and discretion, (I) any such proposed changes or modifications may result in the temporary or permanent flooding or inundation of all or any of the Permitted Area (ii) all or any portion of the Permitted Area is required for corporate purposes of the Authority; provided, however, that the Permittee(s) shall first be given written notice by the Authority by first class mail to Permittee's last address known to the Authority of the Authority's intention to so terminate this Permit, which notice shall be effective for all purposes, whether or not actually received by Permittee(s), if mailed not less than ninety (90) days prior to the effective date of such termination.

12. Notwithstanding anything contained herein to the contrary, the Authority agrees that if _____ and _____ (as the original Permittee(s) should request assignment of its rights and obligations, that it be released from any and all obligations and liabilities imposed hereunder as and only as they relate to the various portion(s) of the Permitted Area assigned to third parties, provided (I) such assignee shall have assumed such rights, obligations and liabilities in writing and (ii) that the Authority shall have consented to such assignment. In such event the term "Permittee" hereunder shall thereafter mean the third party assignee as to and only as to the particular portion of the Permitted Area so assigned to the third party.

EXECUTED this _____ day of _____, 1999.

SAN JACINTO RIVER AUTHORITY

By _____
General Manager

ACCEPTED AND AGREED:

THE STATE OF TEXAS §

COUNTY OF MONTGOMERY §

This instrument was acknowledged before me on the _____ day of _____, 1999, by JAMES R. ADAMS, General Manager of the SAN JACINTO RIVER AUTHORITY, a political subdivision of the State of Texas, on behalf of said subdivision.

Notary Public, State of Texas

THE STATE OF TEXAS §

COUNTY OF MONTGOMERY §

This instrument was acknowledged before me on the _____ day
of _____, 1999, by, _____,
and _____ Permittee(s).

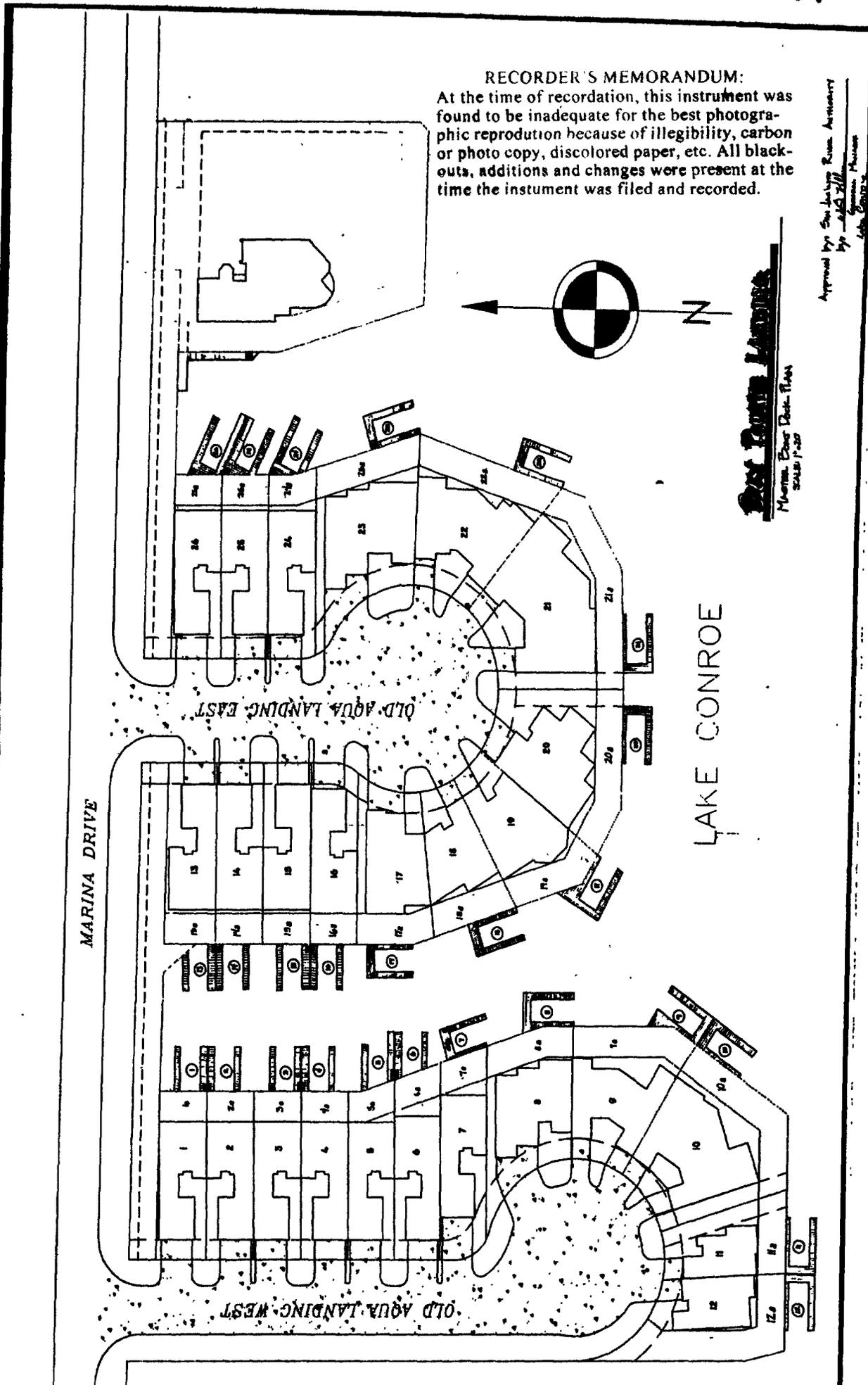
Notary Public, State of Texas

THIS INSTRUMENT IS A LAND USE PERMIT ONLY
AND DOES NOT CONVEY AN INTEREST IN REAL PROPERTY.
HOWEVER, IT MAY BE RECORDED IN THE DEED
RECORDS OF MONTGOMERY COUNTY, TEXAS.

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

Approved by: *[Signature]*
 My Comm. Expires: *[Date]*
 License No.: *[Number]*

OLD AQUA LANDING
 Marina, East Lake Tahoe
 SCALE 1"=25'



909-00-0607

FILED FOR RECORD

2001 JUL 18 PM 3:08

Mark Turnbull
COUNTY CLERK
MONTGOMERY COUNTY, TEXAS

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

JUL 18 2001



Mark Turnbull
COUNTY CLERK
MONTGOMERY COUNTY, TEXAS

16
11 names

AMENDMENT TO RESTATED DECLARATION OF COVENANTS, CONDITIONS AND RESTRICTIONS FOR BAY POINTE LANDING ON LAKE CONROE

STATE OF TEXAS §
 §
COUNTY OF MONTGOMERY §

THIS AMENDMENT TO THE RESTATED DECLARATION OF COVENANTS, CONDITIONS AND RESTRICTIONS ("DECLARATION") is made on the date hereafter set forth by:

- (1) Woodforest National Bank, successor to and assign of Southeast Texas Development Group, Inc. (dba Benchmark Development Co.), as "Declarant", and as owner of Lots 1, 2, 3, 4, 8, 9, 10, 13, 14, 15, 16, 17, 18, 19, 20, 21, 22, 23, and Reserve E, along with easements rights with regard to Lots 1A, 2A, 3A, 4A, 8A, 9A, 10A, 13A, 14A, 15A, 16A, 17A, 18A, 19A, 20A, 21A, 22A and 23A.
- (2) Randall J. Harbaugh and Pamela Harbaugh, owners of Lot 5 along with easements rights with regard to Lot 5A:
- (3) Christine Richardson, owner of Lot 6 along with easements rights with regard to Lot 6A;
- (4) Michel Hazlewood, owner of Lot 7 along with easements rights with regard to Lot 7A;
- (5) Kenneth W. Tate, owner of Lot 11 along with easements rights with regard to Lot 11A;
- (6) David W. Houston, owner of Lot 12 along with easements rights with regard to Lot 12A;
- (7) John R. Montgomery, owner of Lot 24 along with easements rights with regard to Lot 24A;
- (8) David C. Edgar, owner of Lot 25 along with easements rights with regard to Lot 25A;
- (9) Louie Gonzalez, owner of Lot 26 along with easements rights with regard to Lot 26A; and

- (10) Bay Pointe Landing on Lake Conroe Homeowner's Association, Inc., owner of Lots 4, 4A, 13, 13A, and Restricted Open Space Reserves "A", "A-1", "B", and "B-1", except the East 25 feet of "B".

WHEREAS, on December 6, 2000, Southeast Texas Development Group, Inc., as Declarant, and Bay Pointe Landing on Lake Conroe Homeowner's Association, Inc. (the "Association") executed that certain Declaration of Covenants, Conditions and Restrictions for Bay Pointe Landing on Lake Conroe (the "Initial Declaration");

WHEREAS, the Initial Declaration was filed of record on December 21, 2000 with the Office of the County Clerk of Montgomery County, Texas and recorded under Clerk's File No. 2000-107015;

WHEREAS, on June 29, 2001, Southeast Texas Development Group, Inc., as Declarant and the Association executed that certain Restated Declaration of Covenants, Conditions and Restrictions for Bay Point Landing on Lake Conroe (the "Restated Declaration");

WHEREAS, the Restated Declaration was filed of record July 18, 2001 with the Office of the County Clerk of Montgomery County, Texas and recorded under Clerk's File No. 2001-061403;

WHEREAS, Declarant, all current lot owners, and the Association mutually desire to amend the Restated Declaration;

NOW THEREFORE, the Restated Declaration is hereby amended by the following Amendments to the Restated Declaration of Covenants, Conditions and Restrictions for Bay Pointe Landing on Lake Conroe.

FIRST AMENDMENT

Certain sections of Article I, Definitions, are hereby amended, and, as amended, such sections shall be as set forth below. Any section of Article I not specifically amended or repealed by this these amendments shall remain unchanged.

**ARTICLE I
DEFINITIONS**

The following words, when used in this Declaration, shall have the following meaning:

SECTION 8. "DECLARANT" shall refer to Woodforest National Bank, as successor to and assign of Southeast Texas Development Group, Inc. (d.b.a. Benchmark Development Co.), a Texas Corporation, for Lots One (1), Two (2), Three (3), Eight (8), Nine (9), Ten (10), Fourteen (14), Fifteen (15), Sixteen (16), Seventeen (17), Eighteen (18), Nineteen (19), Twenty (20), Twenty-One (21), Twenty-Two (22), Twenty-Three (23) and their adjacent "A" Lots, its successors or assigns, but shall not be construed in any way to mean any subsequent Owner (as herein defined) of any Lot and/or home in the Subdivision.

SECTION 21. "PROPERTY OR PROPERTIES" shall mean any land or water within the recorded final plat of Bay Pointe Landing on Lake Conroe, save and except Reserve E, Restricted Open Space Reserves C and D, and the East 25 feet of Restricted Open Space Reserve B.

SECTION 23. "RESTRICTED OPEN SPACE RESERVES" (herein referred to as Restricted Reserves.) Those areas shown on the recorded Plat of Bay Pointe Landing on Lake Conroe as R. O. S . R. "A", "A-1", "B" and "B-1", save and except the East 25 feet of R.O.S.R. "B".

SECTION 28. "SUBDIVISION" shall refer to the twenty six (26) Lots and their adjoining twenty six. (26) "A" Lots and R. O. S . R. "A", "A-1", "B" and "B-1", save and except the East 25 feet of R.O.S.R. "B", as shown on the final recorded plat of Bay Pointe Landing on Lake Conroe.

SECTION 29. "SUBDIVISION PLAT" shall refer to the final recorded plat of the twenty six (26) Lots and their adjacent twenty six (26) "A" Lots, R. O. S . R. "A", "A-1", "B" and "B-1", save and except the East 25 feet of R.O.S.R. "B", as shown on the final plat of Bay Pointe Landing on Lake Conroe recorded in the map and plat records in Montgomery County, Texas, Clerk's File Number 2000-107015, as modified by that certain plat of Bay Pointe Landing on Lake Conroe, Section Two (2) according to that certain plat recorded in Cabinet Z, Sheet 22 of the Map Records of Montgomery County, Texas

SECOND AMENDMENT

Certain sections of Article IV, Property Rights, are hereby amended, and, as amended, such sections shall be as set forth below. Any section of Article IV not specifically amended or repealed by this these amendments shall remain unchanged.

ARTICLE VI
PROPERTY RIGHTS

SECTION 1. OWNER'S RIGHT TO ENJOYMENT - RESTRICTED OPEN SPACE RESERVES Every Member shall have the right to look at and enjoy the natural environment created by the designated Restricted Reserves as delineated on the final recorded plat of the Subdivision, save and except Restricted Open Space Reserves C and D, and the Eastern 25 feet of Open Space Reserve B.

However, no Owner shall have the right of entry to these Restricted Reserves. Their purpose is to create a natural, undisturbed environment for the overall enhancement of the Subdivision. These rights shall be appurtenant to and shall pass with the title to every Lot, subject to the following:

The Board of Directors of the Association shall have the authority and power of keeping the natural integrity of the Restricted Reserves intact. The Association shall have the power to enforce the no entry provision as described in Article VI, Section 1. The Association will have the power to impose fines and/or bring legal action against violators of this provision whether or not the violators are Members or nonmembers. The Association will have the right to give entry into the Restricted Reserves to any party it deems necessary for cleanup, care of trees or vegetation, or any and all other functions it deems necessary for the perpetual care and preservation of the Restricted Reserves.

SECTION 3. RIGHT TO TRANSFER Upon approval by the Board of Directors, the Association shall have the right to transfer, assign, or convey all or any part of the Restricted Reserves, Common Area and Amenities, or any other property within the Subdivision owned by the Association to any public authority for such purposes as it deems necessary for the enhancement of the Subdivision, however, this provision shall not be construed to limit the right of the Declarant or the Association to grant or dedicate public or private utility Easements in portions of the Restricted Reserves or transfer title to any water line, wastewater line, lift station, or any other like facilities, situated on any part of the Restricted Reserves owned by the Association, to any utility company rendering or to render service to the Subdivision or any part thereof. Upon written approval of the owners of three-fourths of the Lots within the Subdivision, excluding any lot that may be owned by the Association, and upon further approval by the Board of Directors, the Association shall have the right to transfer, assign, or convey any lot owned by the Association to any third party, including the owner of another Lot within the Subdivision, or to make other disposition of such lot Lot for the benefit of the owners of Lots within the Subdivision.

THIRD AMENDMENT

Certain sections of Article IX, Architectural Restrictions, are hereby amended, and, as amended, such sections shall be as set forth below. Any section of Article IX not specifically amended or repealed by these amendments shall remain unchanged.

**ARTICLE IX
ARCHITECTURAL RESTRICTIONS**

All architecture shall be consistent with the design of the Subdivision. All architectural controls set forth in this Declaration or created by the Committee shall be enforced.

SECTION 10. DOCKS, PIERS, BOATSLIPS, COVERS AND LIFTS No dock, boatslip, pier or other structure may be installed or constructed without the written approval of the Committee. Request to construct any such structure shall be in writing to the Committee and must be accompanied by a complete set of plans and specifications. No homemade type dock, boatslip, boat cover, or bulkheading will be allowed. Location, size and shape of boatdocks, slips and piers is at the sole discretion of the Committee, and has been established by the Committee as indicated in Exhibit B, entitled Master Boat Dock Plan, attached herein. [Exhibit B is attached to the Restated Restrictions, and appears at File No. 909-00-0606 of the Montgomery County Public Records.] Only one dock system per Residence, containing storage space for no more than one boat, will be permitted, unless approved by the Committee. The Committee will not unreasonably withhold approval of a second dock system, containing storage for a second boat, provided that the lot size and configuration can accommodate same without unreasonably limiting access or views of other Lot Owners. In the event of approval by the Committee of a second dock system, the Committee shall cause to be filed in the Montgomery County Real Property Records an amendment to the afore-referenced Master Boat Dock Plan, Exhibit B. Such amendment shall not be considered an amendment to the Declaration and may be made upon certification of the Committee, notwithstanding any other provision hereof. Each individual boat dock must incorporate a type of "bumper" material, approved by the Committee. All maintenance of docks, piers, cover, boatslips, lifts, etc. shall be the responsibility of the Lot Owner, and all such items must be properly maintained at all times. Failure to maintain such items in a timely manner shall result in maintenance being performed by the Association and the costs of such maintenance being assessed to the individual Lot Owner.

No docks, piers, or boat slips may be constructed until construction of the Townhome has started. Any boat slip, pier or dock to be constructed must first be permitted by the San Jacinto River Authority. Such permit must be presented to the Committee prior to construction.

To protect the view of adjoining Lots, only low profile boat covers may be placed over the aforementioned boat slips. All boat covers on the boat slips of Lots 1 through 12 shall be of a brown color as approved by the Committee and shall be no higher than 6 feet above the standard bulkhead height of 203' above mean sea level. All boat covers on the boat slips of Lots 13 through 26 shall be of a green color as approved by the Committee and shall be no higher than 6 feet above the standard bulkhead height of 203' above mean sea level. The Height of the cover for all lots must be approved by the Committee. Notwithstanding the above, the owners of Lots 13 through 26 may unanimously agree to use brown, rather than green, boat covers for the boat slips appurtenant to such lots. Such approval must be reflected by an instrument in writing submitted to the Committee, signed by the owners of each of such lots. In the event that such election is made, no lot owner shall be required to replace an existing green boat cover until such cover is worn out or becomes unsightly to the extent as to cause a violation this Declaration. The specific brown color is subject to approval by the Committee.

No houseboat may be semi-permanently or permanently moored adjacent to the rear of any Lot.

Any pier damaged or destroyed by a storm, Act of God or any other manner out of the control of the Lot Owner, must be repaired to its original condition or completely removed to the satisfaction of the Committee, or the Committee shall have repairs made as deemed necessary and the cost of such repairs or removal of the pier shall be assessed to the individual Lot Owner. This repair or removal must occur within sixty (60) days of date of sustained damage. Any Waterfront Improvement not conforming with the specifications outlined herein or all legal requirements will be removed by the Association and the cost of removal will be assessed against the Lot upon which the pier was located.

EFFECT OF AMENDMENTS

In accordance with the provisions of the Declaration, these amendments shall become binding upon the Association and each Lot Owner upon being executed by Woodforest and at least two-thirds of the Lot Owners not including Woodforest.

EXECUTED effective this 1 day of MARCH, ²⁰⁰⁷~~2000~~.

Owner of Lots 1, 2, 3, 4, 8, 9, 10, 13, 14, 15, 16, 17, 18, 19, 20, 21, 22, 23, and Reserve E, along with easements rights with regard to Lots 1A, 2A, 3A, 4A, 8A, 9A, 10A, 13A, 14A, 15A, 16A, 17A, 18A, 19A, 20A, 21A, 22A and 23A.

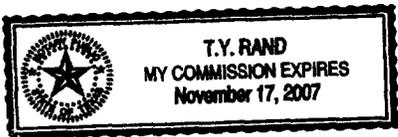
WOODFOREST NATIONAL BANK
By: [Signature]

MICHAEL H. RICHMOND
Position: Vice Chairman

Address:
1330 Lake Robbins Dr.
The Woodlands, TX 77380

STATE OF TEXAS §
 §
COUNTY OF MONTGOMERY §

This instrument was acknowledged before me on the 1 day of March, 2007 by MICHAEL H. RICHMOND of WOODFOREST NATIONAL BANK, on behalf or same.



[Signature]
NOTARY PUBLIC, STATE OF TEXAS
Notary's name: T.Y. Rand
Commission Exp: 11-17-2007

Owner(s) of Lot 5 along with easements rights with regard to Lot 5A, whose signature (s) appear below, consent to and join with the annexed Agreement for Exchange of Common Areas and Amendments of Restated Declaration of Covenants, Conditions and Restrictions for Bay Pointe Landing on Lake Conroe, and agree that this signature page may be affixed to the original document executed by Woodforest National Bank and recorded in the real property records of Montgomery County, Texas:

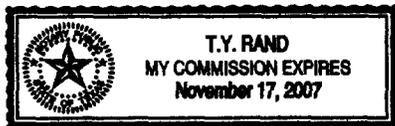
Randall J. Harbaugh
RANDALL J. HARBAUGH

Pamela A. Harbaugh
PAMELA A. HARBAUGH

Address:
8331 HIDDEN TRAIL LN.
SPRING, TEXAS 78779

STATE OF TEXAS §
 §
COUNTY OF MONTGOMERY §

This instrument was acknowledged before me on the 28 day of February, ~~2006~~ 2007 by RANDALL J. HARBAUGH and wife, PAMELA A. HARBAUGH.



T.Y. Rand
NOTARY PUBLIC, STATE OF TEXAS
Notary's name: T. Y. Rand
Commission Exp: 11-17-2007

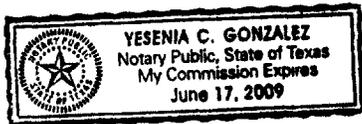
Owner(s) of Lot 6 along with easements rights with regard to Lot 6A, whose signature (s) appear below, consent to and join with the annexed Agreement for Exchange of Common Areas and Amendments of Restated Declaration of Covenants, Conditions and Restrictions for Bay Pointe Landing on Lake Conroe, and agree that this signature page may be affixed to the original document executed by Woodforest National Bank and recorded in the real property records of Montgomery County, Texas:

Christine Richardson
CHRISTINE RICHARDSON

Address: 358 OLD ADAM LANDING E.
MONTGOMERY, TX 77356

STATE OF TEXAS §
 §
COUNTY OF MONTGOMERY §

This instrument was acknowledged before me on the 21st day of December, 2006 by CHRISTINE RICHARDSON.



Yesenia C Gonzalez
NOTARY PUBLIC, STATE OF TEXAS
Notary's name:
Commission Exp:

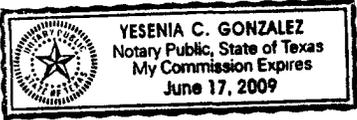
Owner(s) of Lot 7 along with easements rights with regard to Lot 7A, whose signature (s) appear below, consent to and join with the annexed Agreement for Exchange of Common Areas and Amendments of Restated Declaration of Covenants, Conditions and Restrictions for Bay Pointe Landing on Lake Conroe, and agree that this signature page may be affixed to the original document executed by Woodforest National Bank and recorded in the real property records of Montgomery County, Texas:

Michel Hazlewood
MICHEL HAZLEWOOD

Address:
338 OLD AQUA LANDING WEST
MONTGOMERY, TX 77356

STATE OF TEXAS §
 §
COUNTY OF MONTGOMERY §

This instrument was acknowledged before me on the 21st day of December, 2006 by MICHEL HAZLEWOOD.



Yesenia C. Gonzalez
NOTARY PUBLIC, STATE OF TEXAS
Notary's name:
Commission Exp:

Owner(s) of Lot 11 along with easements rights with regard to Lot 11A, whose signature (s) appear below, consent to and join with the annexed Agreement for Exchange of Common Areas and Amendments of Restated Declaration of Covenants, Conditions and Restrictions for Bay Pointe Landing on Lake Conroe, and agree that this signature page may be affixed to the original document executed by Woodforest National Bank and recorded in the real property records of Montgomery County, Texas:

Kenneth W Tate

KENNETH W. TATE

Address:

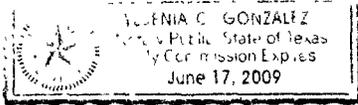
325 OLD AQUA LANDING WEST
MONTGOMERY, TX 77356

STATE OF TEXAS

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COUNTY OF MONTGOMERY

This instrument was acknowledged before me on the 21st day of December, 2006 by KENNETH W. TATE.

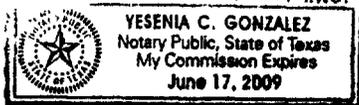


Yesenia C Gonzalez

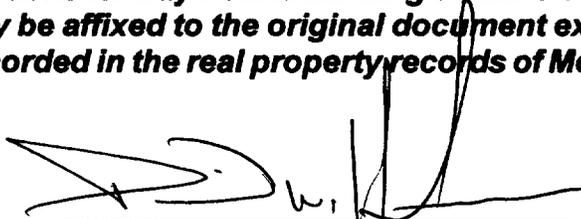
NOTARY PUBLIC, STATE OF TEXAS

Notary's name:

Commission Exp:



Owner(s) of Lot 12 along with easements rights with regard to Lot 12A, whose signature (s) appear below, consent to and join with the annexed Agreement for Exchange of Common Areas and Amendments of Restated Declaration of Covenants, Conditions and Restrictions for Bay Pointe Landing on Lake Conroe, and agree that this signature page may be affixed to the original document executed by Woodforest National Bank and recorded in the real property records of Montgomery County, Texas:



DAVID W. HOUSTON

Address:

329 OLD AQUA LANDING W.

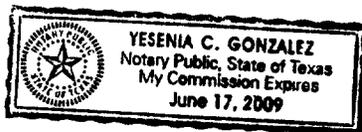
Montgomery, Tx. 77356

STATE OF TEXAS

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COUNTY OF MONTGOMERY

This instrument was acknowledged before me on the 21st day of December, 2006 by DAVID W. HOUSTON.



NOTARY PUBLIC, STATE OF TEXAS

Notary's name:

Commission Exp:

Owner(s) of Lot 24 along with easements rights with regard to Lot 24A, whose signature (s) appear below, consent to and join with the annexed Agreement for Exchange of Common Areas and Amendments of Restated Declaration of Covenants, Conditions and Restrictions for Bay Pointe Landing on Lake Conroe, and agree that this signature page may be affixed to the original document executed by Woodforest National Bank and recorded in the real property records of Montgomery County, Texas:

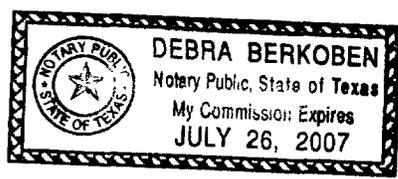
John R. Montgomery
JOHN R. MONTGOMERY

Address: 350 OLD AQUA Landing E
Montgomery TX 77356

STATE OF TEXAS §
 §
COUNTY OF MONTGOMERY §

This instrument was acknowledged before me on the 29 day of December, 2006 by JOHN R. MONTGOMERY.

Debra Berkoben
NOTARY PUBLIC, STATE OF TEXAS
Notary's name:
Commission Exp:



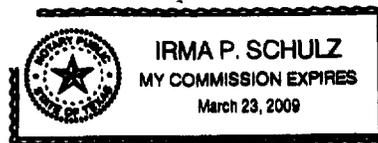
Owner(s) of Lot 25 along with easements rights with regard to Lot 25A, whose signature (s) appear below, consent to and join with the annexed Agreement for Exchange of Common Areas and Amendments of Restated Declaration of Covenants, Conditions and Restrictions for Bay Pointe Landing on Lake Conroe, and agree that this signature page may be affixed to the original document executed by Woodforest National Bank and recorded in the real property records of Montgomery County, Texas:

MacKeffy, Edgar
David Edgar

DAVID C. EDGAR

Address:
354 OLD HAVEN LANDING EAST
MONTGOMERY, TX 77356

STATE OF TEXAS §
 §
COUNTY OF MONTGOMERY §



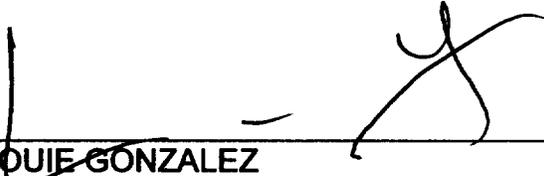
This instrument was acknowledged before me on the 1 day of MARCH, 2008 by DAVID C. EDGAR.

13.

Irma P. Schulz

NOTARY PUBLIC, STATE OF TEXAS
Notary's name:
Commission Exp: 3-23-09

Owner(s) of Lot 26 along with easements rights with regard to Lot 26A, whose signature (s) appear below, consent to and join with the annexed Agreement for Exchange of Common Areas and Amendments of Restated Declaration of Covenants, Conditions and Restrictions for Bay Pointe Landing on Lake Conroe, and agree that this signature page may be affixed to the original document executed by Woodforest National Bank and recorded in the real property records of Montgomery County, Texas:

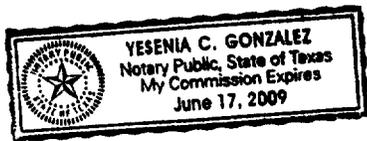


LOUIE GONZALEZ

Address:
342 OLD AQUA LANDING WEST
MONTGOMERY, TX 77356

STATE OF TEXAS §
 §
COUNTY OF MONTGOMERY §

This instrument was acknowledged before me on the 21st day of December, 2006 by LOUIE GONZALEZ.





NOTARY PUBLIC, STATE OF TEXAS
Notary's name:
Commission Exp:

Bay Pointe Landing on Lake Conroe Homeowner's Association consents to and joins with the annexed Agreement for Exchange of Common Areas and Amendments of Restated Declaration of Covenants, Conditions and Restrictions for Bay Pointe Landing on Lake Conroe, and agrees that this signature page may be affixed to the original document executed by Woodforest National Bank and recorded in the real property records of Montgomery County, Texas

STATE OF TEXAS
COUNTY OF MONTGOMERY

I hereby certify this instrument was filed in File Number Sequence on the date and at the time stamped herein by me and was duly RECORDED in the Official Public Records of Real Property at Montgomery County, Texas.



FEB 28 2007
MAR 01

Mark Turnbull
County Clerk
Montgomery County, Texas

**BAY POINTE LANDING ON LAKE CONROE
HOMEOWNER'S ASSOCIATION**

By: *Hugh S. Callander*
Name: HUGH S. CALLANDER
Position: TREASURER

STATE OF TEXAS

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§

COUNTY OF MONTGOMERY

This instrument was acknowledged before me on the 1st day of March, 2007 by HUGH S. CALLANDER, TREASURER of BAY POINTE LANDING ON LAKE CONROE HOMEOWNER'S ASSOCIATION, on behalf or same.



Scheron Armstrong
NOTARY PUBLIC, STATE OF TEXAS
Notary's name:
Commission Exp:

Owner(s) of Lot 5 along with easements rights with regard to Lot 5A, agree(s) and consent(s) to the Amendment to Restated Declaration of Covenants, Conditions and Restrictions for Bay Pointe Landing on Lake Conroe, and agree(s) that this signature page may be affixed to the original document executed by Woodforest National Bank and recorded in the real property records of Montgomery County, Texas:

RECORDER'S MEMORANDUM:

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

FILED FOR RECORD

07 MAR -1 PM 2:23

Mark Turnbull
COUNTY CLERK
MONTGOMERY COUNTY, TEXAS

14
11/1/07

NOTICE OF CONFIDENTIALITY RIGHTS: IF YOU ARE A NATURAL PERSON, YOU MAY REMOVE OR STRIKE ANY OR ALL OF THE FOLLOWING INFORMATION FROM THIS INSTRUMENT BEFORE IT IS FILED FOR RECORD IN THE PUBLIC RECORDS: YOUR SOCIAL SECURITY NUMBER OR YOUR DRIVER'S LICENSE NUMBER.

AGREEMENT FOR EXCHANGE OF COMMON AREAS AND AMENDMENT OF RESTATED DECLARATION OF COVENANTS, CONDITIONS AND RESTRICTIONS FOR BAY POINTE LANDING ON LAKE CONROE

THE STATE OF TEXAS §
 § KNOW ALL MEN BY THESE PRESENTS:
COUNTY OF MONTGOMERY §

This is an agreement made by and among the owners of Lots 1 through 26 (the "Lot Owners") of Bay Point Landing on Lake Conroe ("Bay Pointe"), a subdivision in Montgomery County, Texas, Bay Pointe Landing on Lake Conroe Homeowner's Association, Inc. (the "Association"), and Woodforest National Bank ("Woodforest") for the purpose of exchanging between such parties certain real property and real property rights and claims pertaining to the common areas and amenities as defined by the Restated Declaration of Covenants, Conditions and Restrictions for Bay Pointe Landing on Lake Conroe (the "Deed Restrictions"), recorded at File No. 2001-061403 of the Real Property Records of Montgomery County, Texas, and the subdivision plat of Bay Pointe (the "Subdivision Plat") recorded at File No. 2001-004327 of such records and filed in Cabinet P, Sheet 59 of the Map Records of Montgomery County, Texas, as follows:

WHEREAS the Subdivision Plat designates a certain 0.3281 acre tract called Reserve E ("Reserve E"), along with tracts designated as Restricted Open Space Reserves B, C and D as common areas and amenities, within the meaning of the Deed Restrictions; and

WHEREAS Woodforest is the owner of Reserve E, and has re-subdivided it as Bay Pointe Landing on Lake Conroe, Section Two (2) ("Bay Pointe Section Two"), as shown in the plat filed in Cabinet Z, Sheet 22 of the Map Records of Montgomery County, Texas; and

WHEREAS Woodforest also owns Lots 4 and 13 of Bay Pointe; and

WHEREAS Woodforest and the Lot Owners make up all of the members of the Association, as well as its officers and directors, to the extent that the same are currently serving; and

WHEREAS Woodforest and the Lot Owners constitute all of the voting members of the Association under the terms of the Deed Restrictions; and

WHEREAS Woodforest and the Lot Owners have agreed to release any of the right, title and interest of the Lot Owners and of the Association in and to Reserve E and Restricted Open Space Reserves C and D, and the Eastern 25 feet of Open Space Reserve B, to Woodforest, in exchange for Woodforest conveying to the Association its right, title and interest in and to Lots 4 and 13 of Bay Pointe; and

WHEREAS Woodforest and the Lot Owners desire to amend the Deed Restrictions to exclude any reference to Reserve E and Restricted Open Space Reserves C and D and the Eastern 25 feet of Open Space Reserve B as common area or amenities;

IT IS AGREED between the Lot Owners, Woodforest and the Association as follows:

1. Woodforest agrees to convey to the Association, by special warranty deed in the form attached hereto as Exhibit "A", all of its right, title and interest in and to the following real property located in Montgomery County, Texas:

NO EXHIBIT ATTACHED

Lots Four (4) and Thirteen (13), together with those certain easement rights to Lots 4A and 13A, Block One (1), BAY POINTE LANDING ON LAKE CONROE, a subdivision of 2.9860 acres located in the James Smith Survey, Abstract No. 37, of Montgomery County, Texas, according to the map or plat thereof recorded in Cabinet P, Sheet 59 of the Map Records of Montgomery County, Texas, as revised by the exclusion of Reserve E there from in that certain plat recorded in Cabinet Z, Sheet 22 of the Map Records of Montgomery County, Texas.

2. The Lot owners, for themselves as well as on behalf or the Association, agrees to quitclaim, and by these presents do quitclaim, unto Woodforest all of their right, title and interest in and to the following real property located in Montgomery County, Texas:

- (1) That certain 0.3281 acres referred to as Reserve E, Block One (1), BAY POINTE LANDING ON LAKE CONROE, a subdivision of 2.9860 acres located in the James Smith Survey, Abstract No. 37, of Montgomery County, Texas, according to the map or plat thereof recorded in Cabinet P, Sheet 59 of the Map Records of Montgomery County, Texas, part or all of which was replatted at BAY POINTE LANDING ON LAKE CONROE, SECTION TWO (2) according to that certain plat recorded in Cabinet Z, Sheet 22 of the Map Records of Montgomery County, Texas; and**
- (2) Those certain tracts shown as Restricted Open Space Reserves C and D, and the Eastern 25 feet of Open Space Reserve B on the subdivision plat of BAY POINTE LANDING ON LAKE CONROE, a subdivision of 2.9860 acres located in the James Smith Survey, Abstract No. 37, of Montgomery County, Texas, according to the map or plat thereof recorded in Cabinet P, Sheet 59 of the Map Records of Montgomery County, Texas.**

3. The Lot Owners agree that the Deed Restrictions and Subdivision Plat are hereby amended so that Reserve E, Restricted Open Space Reserves C and D, and the Eastern 25 feet of Open Space Reserve B are no longer common areas or amenities of Bay Point.

4. Each party to this agreement agrees and stipulates that the mutual promises and conveyances contained herein constitute good and sufficient consideration for this agreement.

5. Each party to this agreement agrees to execute any document called for by this agreement, or reasonably necessary to give effect to this agreement, within fourteen (14) days of being presented with such document by the other party. Such presentation may be made in person or by certified mail, return receipt requested, to the address provided for herein, in which case presentation shall be considered complete upon deposit in the U. S. Mail, properly addressed and with sufficient postage.

5. In accordance with the provisions of the Deed Restrictions, this agreement shall become binding upon the Association and each signatory hereto upon being executed by Woodforest and at least two-thirds of the Lot Owners not including Woodforest.

6. For the purpose of any notice required or permitted to be given hereunder or otherwise at law, Woodforest and each Lot Owner designates the address set forth below his, her or its signature below. Any signing party may change his, her or its address for notice by giving notice to each other signing party, by certified mail, return receipt requested.

7. This agreement is binding upon each signatory hereto, along with such signatory's heirs, administrators, successors and assigns.

8. The parties agree and stipulate that this agreement may be recorded in the real property records of Montgomery County, Texas.

EXECUTED effective this 1 day of MARCH, 2009.

Owner of Lots 1, 2, 3, 4, 8, 9, 10, 13, 14, 15, 16, 17, 18, 19, 20, 21, 22, 23, and Reserve E, along with easements rights with regard to Lots 1A, 2A, 3A, 4A, 8A, 9A, 10A, 13A, 14A, 15A, 16A, 17A, 18A, 19A, 20A, 21A, 22A and 23A..

WOODFOREST NATIONAL BANK

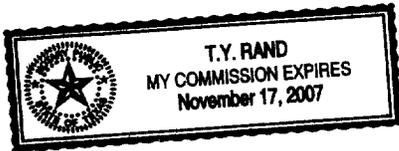
By: Michael H. Richmond

MICHAEL H. RICHMOND
Position: Vice Chairman

Address:
1330 Lake Robbins Dr.
The Woodlands, TX 77380

STATE OF TEXAS §
 §
COUNTY OF MONTGOMERY §

This instrument was acknowledged before me on the 1 day of March, 2007 by MICHAEL H. RICHMOND of WOODFOREST NATIONAL BANK, on behalf or same.



T.Y. Rand
NOTARY PUBLIC, STATE OF TEXAS
Notary's name: T.Y. Rand
Commission Exp: 11-17-2007

Owner(s) of Lot 5 along with easements rights with regard to Lot 5A, whose signature (s) appear below, consent to and join with the annexed Agreement for Exchange of Common Areas and Amendments of Restated Declaration of Covenants, Conditions and Restrictions for Bay Pointe Landing on Lake Conroe, and agree that this signature page may be affixed to the original document executed by Woodforest National Bank and recorded in the real property records of Montgomery County, Texas:

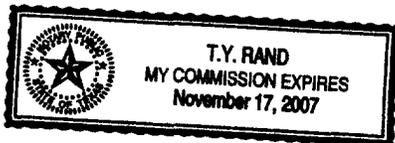
Randall J. Harbaugh
RANDALL J. HARBAUGH

Pamela A. Harbaugh
PAMELA A. HARBAUGH

Address:
8331 HIDDEN TRAIL LN.
SPRING TX 77379

STATE OF TEXAS §
 §
COUNTY OF MONTGOMERY §

This instrument was acknowledged before me on the 28 day of February, ~~2006~~ by RANDALL J. HARBAUGH and wife, PAMELA A. HARBAUGH. 2007



T.Y. Rand
NOTARY PUBLIC, STATE OF TEXAS
Notary's name: T.Y. Rand
Commission Exp: 11-17-2007

Owner(s) of Lot 6 along with easements rights with regard to Lot 6A, whose signature (s) appear below, consent to and join with the annexed Agreement for Exchange of Common Areas and Amendments of Restated Declaration of Covenants, Conditions and Restrictions for Bay Pointe Landing on Lake Conroe, and agree that this signature page may be affixed to the original document executed by Woodforest National Bank and recorded in the real property records of Montgomery County, Texas:

Christine Richardson
CHRISTINE RICHARDSON

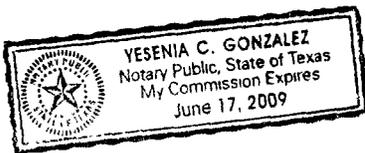
Address: 358 OLD AQUA LANDING ^{EAST}
MONTGOMERY, TX 77356

STATE OF TEXAS

§
§
§

COUNTY OF MONTGOMERY

This instrument was acknowledged before me on the 3 day of December, 2006 by CHRISTINE RICHARDSON.



Yesenia C. Gonzalez
NOTARY PUBLIC, STATE OF TEXAS
Notary's name:
Commission Exp:

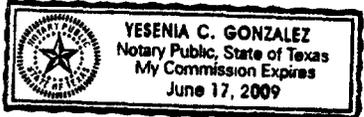
Owner(s) of Lot 7 along with easements rights with regard to Lot 7A, whose signature (s) appear below, consent to and join with the annexed Agreement for Exchange of Common Areas and Amendments of Restated Declaration of Covenants, Conditions and Restrictions for Bay Pointe Landing on Lake Conroe, and agree that this signature page may be affixed to the original document executed by Woodforest National Bank and recorded in the real property records of Montgomery County, Texas:

X Michel Hazlewood
MICHEL HAZLEWOOD

Address: 338 OLD AQUA LANDING WEST
MONTGOMERY, TX 77356

STATE OF TEXAS §
 §
COUNTY OF MONTGOMERY §

This instrument was acknowledged before me on the 3 day of December, 2006 by MICHEL HAZLEWOOD.



Yesenia C. Gonzalez
NOTARY PUBLIC, STATE OF TEXAS
Notary's name:
Commission Exp:

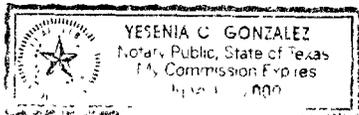
Owner(s) of Lot 11 along with easements rights with regard to Lot 11A, whose signature (s) appear below, consent to and join with the annexed Agreement for Exchange of Common Areas and Amendments of Restated Declaration of Covenants, Conditions and Restrictions for Bay Pointe Landing on Lake Conroe, and agree that this signature page may be affixed to the original document executed by Woodforest National Bank and recorded in the real property records of Montgomery County, Texas:

X Kenneth W. Tate
KENNETH W. TATE

Address: 325 OLD AQUA LANDING WEST
MONTGOMERY, TX 77356

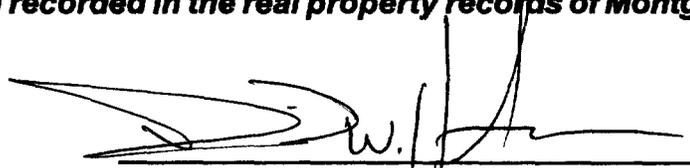
STATE OF TEXAS §
 §
COUNTY OF MONTGOMERY §

This instrument was acknowledged before me on the 3 day of December, 2006 by KENNETH W. TATE.



Yesenia C. Gonzalez
NOTARY PUBLIC, STATE OF TEXAS
Notary's name:
Commission Exp:

Owner(s) of Lot 12 along with easements rights with regard to Lot 12A, whose signature (s) appear below, consent to and join with the annexed Agreement for Exchange of Common Areas and Amendments of Restated Declaration of Covenants, Conditions and Restrictions for Bay Pointe Landing on Lake Conroe, and agree that this signature page may be affixed to the original document executed by Woodforest National Bank and recorded in the real property records of Montgomery County, Texas:

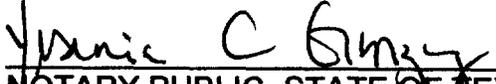


DAVID W. HOUSTON

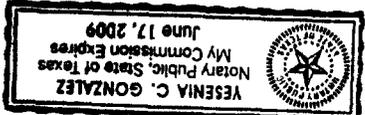
Address:
329 OLD AQUA LANDING W
Montgomery, Tx 77356

STATE OF TEXAS §
 §
COUNTY OF MONTGOMERY §

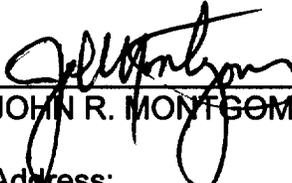
This instrument was acknowledged before me on the 3 day of December, 2006 by DAVID W. HOUSTON.



NOTARY PUBLIC, STATE OF TEXAS
Notary's name:
Commission Exp:



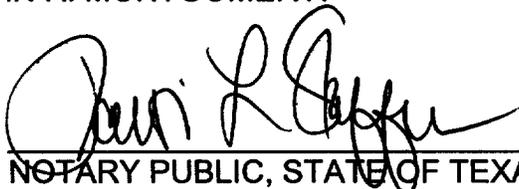
Owner(s) of Lot 24 along with easements rights with regard to Lot 24A, whose signature (s) appear below, consent to and join with the annexed Agreement for Exchange of Common Areas and Amendments of Restated Declaration of Covenants, Conditions and Restrictions for Bay Pointe Landing on Lake Conroe, and agree that this signature page may be affixed to the original document executed by Woodforest National Bank and recorded in the real property records of Montgomery County, Texas:



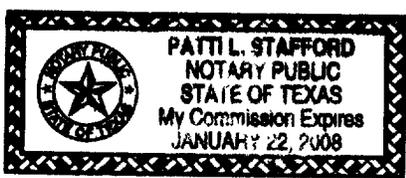
JOHN R. MONTGOMERY
Address: 350 Old Aqua Landing E
Montgomery, Texas 77356

STATE OF TEXAS §
 §
COUNTY OF MONTGOMERY §

This instrument was acknowledged before me on the 2nd day of Jan, 2006 by JOHN R. MONTGOMERY.



NOTARY PUBLIC, STATE OF TEXAS
Notary's name:
Commission Exp:



Owner(s) of Lot 25 along with easements rights with regard to Lot 25A, whose signature (s) appear below, consent to and join with the annexed Agreement for Exchange of Common Areas and Amendments of Restated Declaration of Covenants, Conditions and Restrictions for Bay Pointe Landing on Lake Conroe, and agree that this signature page may be affixed to the original document executed by Woodforest National Bank and recorded in the real property records of Montgomery County, Texas:

Michelle Edgar
David Edgar

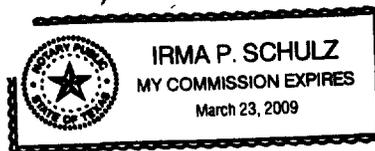
DAVID C. EDGAR

Address: 354 OLD AQUA LANDING ^{EAST} ~~EST~~
MONTGOMERY, TX 77356

STATE OF TEXAS

§
§
§

COUNTY OF MONTGOMERY



This instrument was acknowledged before me on the 1 day of MARCH, 2008 by DAVID C. EDGAR.

7
118.

Irma P. Schulz

NOTARY PUBLIC, STATE OF TEXAS

Notary's name:

Commission Exp: 3-23-09

Owner(s) of Lot 26 along with easements rights with regard to Lot 26A, whose signature (s) appear below, consent to and join with the annexed Agreement for Exchange of Common Areas and Amendments of Restated Declaration of Covenants, Conditions and Restrictions for Bay Pointe Landing on Lake Conroe, and agree that this signature page may be affixed to the original document executed by Woodforest National Bank and recorded in the real property records of Montgomery County, Texas:

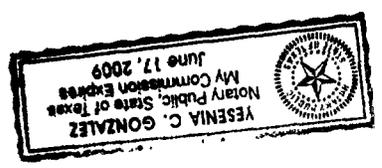
[Handwritten Signature]

LOUIE GONZALEZ

Address:
342 OLD AQUA LANDING WEST
MONTGOMERY, TX 77356

STATE OF TEXAS §
 §
COUNTY OF MONTGOMERY §

This instrument was acknowledged before me on the 3 day of December, 2006 by LUIS GONZALEZ.



[Handwritten Signature]

NOTARY PUBLIC, STATE OF TEXAS
Notary's name:
Commission Exp:

Bay Pointe Landing on Lake Conroe Homeowner's Association consents to and joins with the annexed Agreement for Exchange of Common Areas and Amendments of Restated Declaration of Covenants, Conditions and Restrictions for Bay Pointe Landing on Lake Conroe, and agrees that this signature page may be affixed to the original document executed by Woodforest National Bank and recorded in the real property records of Montgomery County, Texas

**BAY POINTE LANDING ON LAKE CONROE
HOMEOWNER'S ASSOCIATION**

By: *Hugh S. Callander*

Name: HUGH S. CALLANDER

Position: TREASURER

STATE OF TEXAS §
 §
COUNTY OF MONTGOMERY §

This instrument was acknowledged before me on the 1st day of March, 2007 by HUGH S. CALLANDER, TREASURER of BAY POINTE LANDING ON LAKE CONROE HOMEOWNER'S ASSOCIATION, on behalf or same.



Scheron Armstrong
NOTARY PUBLIC, STATE OF TEXAS
Notary's name:
Commission Exp:

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

FEB 28 2007
MAR 01
Mark Turnbull
County Clerk
Montgomery County, Texas

FILED FOR RECORD
07 MAR -1 PM 2:24

Mark Turnbull
COUNTY CLERK
MONTGOMERY COUNTY, TEXAS

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

10
10 NAME

NOTICE OF CONFIDENTIALITY RIGHTS: IF YOU ARE A NATURAL PERSON, YOU MAY REMOVE OR STRIKE ANY OR ALL OF THE FOLLOWING INFORMATION FROM THIS INSTRUMENT BEFORE IT IS FILED FOR RECORD IN THE PUBLIC RECORDS: YOUR SOCIAL SECURITY NUMBER OR YOUR DRIVER'S LICENSE NUMBER.

AGREEMENT REMOVING COVENANTS, CONDITIONS AND RESTRICTIONS FROM BAY POINTE LANDING LANDING ON LAKE CONROE, SECTION TWO

THE STATE OF TEXAS §
 § KNOW ALL MEN BY THESE PRESENTS:
COUNTY OF MONTGOMERY §

This is an agreement made by and among the owners of Lots 1 through 26 (the "Lot Owners") of Bay Point Landing on Lake Conroe ("Bay Pointe"), a subdivision in Montgomery County, Texas, and Woodforest National Bank ("Woodforest") for the purpose of resolving and clarifying that the Restated Declaration of Covenants, Conditions and Restrictions for Bay Pointe Landing on Lake Conroe (the "Deed Restrictions"), recorded at File No. 2001-061403, which modify the instrument recorded at File No. 2000-107015, of the Real Property Records of Montgomery County, Texas, do not apply to, and shall have no force and effect with regard to, Lots One (1) and Two (2) of Block One (1) of Bay Pointe Landing on Lake Conroe Section Two ("Bay Pointe Section Two"), as shown by the map or plat thereof recorded in Cabinet "Z", Sheet 22 of the Map Records of Montgomery County, Texas, or Reserve E and Restricted Open Space Reserves C and D, and the Eastern 25 feet of Open Space Reserve B as shown in the subdivision plat of Bay Pointe Landing on Lake Conroe Subdivision filed in Cabinet P, Sheet 59 of the Map Records of Montgomery County, Texas.

WHEREAS by separate agreement Woodforest and the Lot Owners have agreed to release any of the right, title and interest of the Lot Owners and of the Association in and to Reserve E and

Restricted Open Space Reserves C and D, and the Eastern 25 feet of Open Space Reserve B, to Woodforest, in exchange for Woodforest conveying to the Association its right, title and interest in and to Lots 4 and 13 of Bay Pointe; and

WHEREAS Woodforest caused to be recorded and approved the subdivision plat of Bay Pointe, Section Two, consisting of Lots 1 and 2, which Woodforest owns; and

WHEREAS it appears from the plat of Bay Pointe Section Two that the Deed Restrictions of Bay Pointe apply to such subdivision; and

WHEREAS Woodforest and the Lot Owners do not intend that the Deed Restrictions apply to Bay Pointe Section Two, or to Reserve E and Restricted Open Space Reserves C and D, and the Eastern 25 feet of Open Space Reserve B;

WHEREAS Woodforest and the Lot Owners constitute all of owners of property within Bay Pointe and all of the voting members of the Bay Pointe Landing on Lake Conroe Homeowners Association under the terms of the Deed Restrictions, and Woodforest is the owner of all of the lots constituting Bay Pointe Section Two; and

IT IS AGREED by and between the Lot Owners and Woodforest that:

1. The Restated Declaration of Covenants, Conditions and Restrictions for Bay Pointe Landing on Lake Conroe, recorded at File No. 2001-061403, which modify the instrument recorded at File No. 2000-107015, of the Real Property Records of Montgomery County, Texas, do not apply to, shall have no force and effect with regard to, and are declared removed from:

Lots One (1) and Two (2) of Block One (1) of Bay Pointe Landing on Lake Conroe Section Two (Bay Pointe Section Two), as shown by the map or plat thereof recorded in Cabinet "Z", Sheet 22 of the Map Records of Montgomery County, Texas, and

Reserve E and Restricted Open Space Reserves C and D, and the Eastern 25 feet of Open Space Reserve B as shown in the subdivision plat of Bay Pointe Landing on Lake Conroe Subdivision filed in Cabinet P, Sheet 59 of the Map Records of Montgomery County, Texas

2. This agreement shall become binding and effective upon being executed by Woodforest and at least two-thirds of the Lot Owners not including Woodforest.

3. This agreement is binding upon each signatory hereto, along with such signatory's heirs, administrators, successors and assigns.

4. The parties agree and stipulate that this agreement may be recorded in the real property records of Montgomery County, Texas.

EXECUTED effective this 1st day of March, 2007.

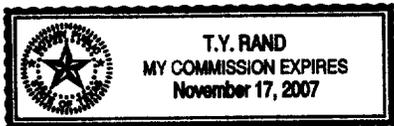
Owner of Lots 1, 2, 3, 4, 8, 9, 10, 13, 14, 15, 16, 17, 18, 19, 20, 21, 22, and Reserve E, along with easements rights with regard to Lots 1A, 2A, 3A, 4A, 8A, 9A, 10A, 13A, 14A, 15A, 16A, 17A, 18A, 19A, 20A, 21A and 22A..

WOODFOREST NATIONAL BANK

By: *Michael H. Richmond*
MICHAEL H. RICHMOND, Vice Chairman
1330 Lake Robbins Dr.
The Woodlands, Texas 77380

STATE OF TEXAS §
 §
COUNTY OF MONTGOMERY §

This instrument was acknowledged before me on the 1 day of March, 2007 by MICHAEL H. RICHMOND, Vice Chairman of WOODFOREST NATIONAL BANK, on behalf of same.



T.Y. Rand
NOTARY PUBLIC, STATE OF TEXAS
Notary's name: *T.Y. Rand*
Commission Exp: *11-17-2007*

Owner(s) of Lot 5 along with easements rights with regard to Lot 5A, whose signature (s) appear below, consent to and join with the annexed Agreement for Exchange of Common Areas and Amendments of Restated Declaration of Covenants, Conditions and Restrictions for Bay Pointe Landing on Lake Conroe, and agree that this signature page may be affixed to the original document executed by Woodforest National Bank and recorded in the real property records of Montgomery County, Texas:

Randall J. Harbaugh
RANDALL J. HARBAUGH

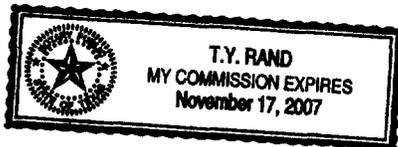
Pamela A. Harbaugh
PAMELA A. HARBAUGH

Address:
8331 HIDDEN TRAIL LN
SPRING TEXAS 77379

STATE OF TEXAS §
 §
COUNTY OF MONTGOMERY §

This instrument was acknowledged before me on the 28 day of February, 2007 by RANDALL J. HARBAUGH and wife, PAMELA A. HARBAUGH.

T.Y. Rand
NOTARY PUBLIC, STATE OF TEXAS
Notary's name: T.Y. Rand
Commission Exp: 11-17-2007



Owner(s) of Lot 6 and Lot 26 along with easements rights with regard to Lot 6A and 26A, whose signature (s) appear below, consent to and join with the annexed Agreement for Exchange of Common Areas and Amendments of Restated Declaration of Covenants, Conditions and Restrictions for Bay Pointe Landing on Lake Conroe, and agree that this signature page may be affixed to the original document executed by Woodforest National Bank and recorded in the real property records of Montgomery County, Texas:

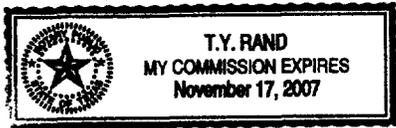


LOUIE GONZALEZ

Address:
13241 Autumn Ash
Conroe TX 77302

STATE OF TEXAS §
 §
COUNTY OF MONTGOMERY §

This instrument was acknowledged before me on the 28 day of February, 2007 by LOUIE GONZALEZ



T.Y. Rand
NOTARY PUBLIC, STATE OF TEXAS
Notary's name: T. Y. Rand
Commission Exp: 11-17-2007

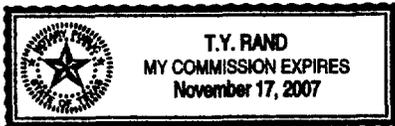
Owner(s) of Lot 7 along with easements rights with regard to Lot 7A, whose signature (s) appear below, consent to and join with the annexed Agreement for Exchange of Common Areas and Amendments of Restated Declaration of Covenants, Conditions and Restrictions for Bay Pointe Landing on Lake Conroe, and agree that this signature page may be affixed to the original document executed by Woodforest National Bank and recorded in the real property records of Montgomery County, Texas:

Michel Hazlewood
MICHEL HAZLEWOOD

Address:
338 OLD AQUA LANDING
MONTGOMERY, TX 77356

STATE OF TEXAS §
 §
COUNTY OF MONTGOMERY §

This instrument was acknowledged before me on the 1 day of March, 2007 by MICHEL HAZLEWOOD.



T.Y. Rand
NOTARY PUBLIC, STATE OF TEXAS
Notary's name: T.Y. Rand
Commission Exp: 11-17-2007

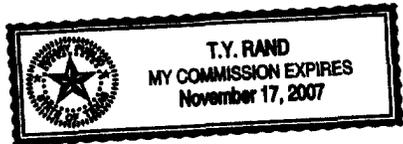
Owner(s) of Lot 11 along with easements rights with regard to Lot 11A, whose signature (s) appear below, consent to and join with the annexed Agreement for Exchange of Common Areas and Amendments of Restated Declaration of Covenants, Conditions and Restrictions for Bay Pointe Landing on Lake Conroe, and agree that this signature page may be affixed to the original document executed by Woodforest National Bank and recorded in the real property records of Montgomery County, Texas:

Kenneth W. Tate
KENNETH W. TATE

Address:
325 Old Aqua Landing
Montgomery, TX 77356

STATE OF TEXAS §
 §
COUNTY OF MONTGOMERY §

This instrument was acknowledged before me on the 28 day of February, 2007 by KENNETH W. TATE.



T.Y. Rand
NOTARY PUBLIC, STATE OF TEXAS
Notary's name: T. Y. Rand
Commission Exp: 11-17-2007

Owner(s) of Lot 12 along with easements rights with regard to Lot 12A, whose signature (s) appear below, consent to and join with the annexed Agreement for Exchange of Common Areas and Amendments of Restated Declaration of Covenants, Conditions and Restrictions for Bay Pointe Landing on Lake Conroe, and agree that this signature page may be affixed to the original document executed by Woodforest National Bank and recorded in the real property records of Montgomery County, Texas:

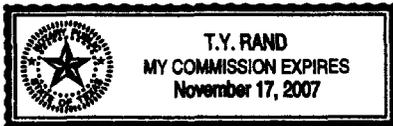


DAVID W. HOUSTON

Address:
329 OLD AQUA LANDING W.
MONTGOMERY TX 77354

STATE OF TEXAS §
 §
COUNTY OF MONTGOMERY §

This instrument was acknowledged before me on the 1 day of March, 2007 by DAVID W. HOUSTON.





NOTARY PUBLIC STATE OF TEXAS
Notary's name: T.Y. Rand
Commission Exp: 11-17-2007

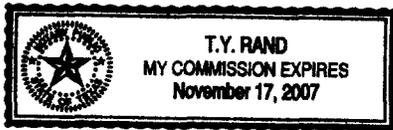
Owner(s) of Lot 24 along with easements rights with regard to Lot 24A, whose signature (s) appear below, consent to and join with the annexed Agreement for Exchange of Common Areas and Amendments of Restated Declaration of Covenants, Conditions and Restrictions for Bay Pointe Landing on Lake Conroe, and agree that this signature page may be affixed to the original document executed by Woodforest National Bank and recorded in the real property records of Montgomery County, Texas:

John R. Montgomery
JOHN R. MONTGOMERY

Address:
350 OLD AQUA LANDING E
MONTGOMERY, TX 77356

STATE OF TEXAS §
 §
COUNTY OF MONTGOMERY §

This instrument was acknowledged before me on the 28 day of February, 2007 by JOHN R. MONTGOMERY.



T.Y. Rand
NOTARY PUBLIC, STATE OF TEXAS
Notary's name: T.Y. Rand
Commission Exp: 11-17-2007

Owner(s) of Lot 25 along with easements rights with regard to Lot 25A, whose signature (s) appear below, consent to and join with the annexed Agreement for Exchange of Common Areas and Amendments of Restated Declaration of Covenants, Conditions and Restrictions for Bay Pointe Landing on Lake Conroe, and agree that this signature page may be affixed to the original document executed by Woodforest National Bank and recorded in the real property records of Montgomery County, Texas:

David C. Edgar

DAVID C. EDGAR

Michelle Edgar

MICHELLE EDGAR

Address:

354 OLD AQUA EAST
MONTGOMERY, TX 72356

STATE OF TEXAS

§
§
§

COUNTY OF MONTGOMERY



This instrument was acknowledged before me on the 1 day of MARCH, 2007 by DAVID C. EDGAR and MICHELLE EDGAR.

Irma P. Schulz

NOTARY PUBLIC, STATE OF TEXAS

Notary's name:

Commission Exp: 3-23-09

STATE OF TEXAS
COUNTY OF MONTGOMERY

I hereby certify this instrument was filed in File Number Sequence on the date and at the time stamped herein by me and was duly RECORDED in the Official Public Records of Real Property at Montgomery County, Texas.

~~FEB 28~~ 2007
MARDI



Mark Turnbull

County Clerk
Montgomery County, Texas

FILED FOR RECORD

07 MAR -1 PM 2: 24

Mark Turnbull

COUNTY CLERK
MONTGOMERY COUNTY, TEXAS
RECORDED BY INSTRUMENT:

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

**REMOVAL and APPOINTMENT OF MEMBER OF THE
ARCHITECTURAL CONTROL COMMITTEE of
BAY POINTE LANDING ON LAKE CONROE**

WHEREAS, on the 6th day of December 2000, Southeast Texas Development Group, Inc., dba Benchmark Development Company, described as "Declarant", filed a certain Declaration of Covenants, Conditions and Restrictions (the "Declarations") more fully described in that one certain instrument recorded at **Montgomery County Clerk's File No. 2000-107015**;

WHEREAS, the property encumbered by the said Declaration of Covenants, Conditions and Restrictions in that one certain subdivision known as Bay Pointe Landing on Lake Conroe, and which subdivision is more fully described in the said instrument recorded at **Montgomery County Clerk's File No. 2000-107015**;

WHEREAS, Bay Pointe Landing on Lake Conroe was also encumbered by certain purchase money liens and development liens held by Woodforest National Bank;

WHEREAS, on the 2nd day of March 2004, Woodforest National Bank, as Lienholder, foreclosed on the property described as Bay Pointe Landing on Lake Conroe, which is the same property described in the said Declarations;

WHEREAS, by virtue of the said foreclosure, Woodforest National Bank acquired the rights of the Declarant originally described in the said Declarations;

WHEREAS, Woodforest National Bank, as the successor Declarant, now desires to remove the members of the current member of the Architectural Control Committee described in the said Declaration of Covenants, Conditions and Restrictions and exercise its right to appoint new members;

NOW THEREFORE, Woodforest National Bank, as the undersigned, does hereby remove

PAUL RYAN,
DORIS RYAN,
LOUIS WERNERT AND
DON WERNERT,

who are the current members of the Architectural Control Committee.

FURTHER, and pursuant to the terms and conditions of the said of Article II of the said Declaration of Covenants, Conditions and Restrictions more fully described in the said instrument recorded at **Montgomery County Clerk's File No. 2000-107015**, Woodforest National Bank hereby appoints

RANDY HARBAUGH,
CASEY WARD, and
HUGH CALLANDER

to serve as members of the Architectural Control Committee of Bay Pointe Landing on Lake Conroe, which members shall serve in that capacity until further notice or action by the Declarant and/or the Homeowner's Association.

EXECUTED EFFECTIVE 1 August 2004.

STATE OF TEXAS
COUNTY OF MONTGOMERY

I hereby certify this instrument was filed in File Number Sequence on the date and at the time stamped herein by me and was duly RECORDED in the Official Public Records of Real Property at Montgomery County, Texas.

MAY 31 2007



Mark Turnbull
County Clerk
Montgomery County, Texas

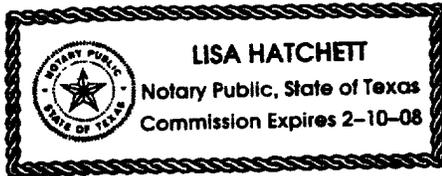
WOODFOREST NATIONAL BANK,
a national banking association

BY: *Michael Richmond*
MICHAEL RICHMOND, Vice Chairman

THE STATE OF TEXAS

COUNTY OF MONTGOMERY

THIS INSTRUMENT WAS ACKNOWLEDGED BEFORE ME on this 13th day of October 2004 by MICHAEL RICHMOND, the Vice Chairman of Woodforest National Bank, a national banking association, and on its behalf.



Lisa Hatchett
Notary Public - STATE OF TEXAS

My Commission Expires: 2008

FILED FOR RECORD

07 MAY 31 PM 2: 18

Mark Turnbull
COUNTY CLERK
MONTGOMERY COUNTY, TEXAS

AFTER RECORDING RETURN TO:

WOODFOREST NATIONAL BANK
P.O. Box 2868
Conroe, Texas 77305



2

**MANAGEMENT CERTIFICATE
BAY POINTE LANDING ON LAKE CONROE
HOMEOWNER'S ASSOCIATION, INC.**

The undersigned certifies that it is the Managing Agent for Bay Pointe Landing on Lake Conroe Homeowner's Association, Inc. (the "Association"). The Association is the property owners' association for Bay Pointe Landing on Lake Conroe Subdivision, a subdivision in Montgomery County, Texas. This Management Certificate is filed by the Association pursuant to Section 209.004 of the Texas Property Code.

Name of Subdivisions: Bay Pointe Landing on Lake Conroe Subdivision

Name of Association: Bay Pointe Landing on Lake Conroe Homeowner's Association, Inc.

Recording Data for the Subdivision:

- *Final Plat* – Cabinet P, Sheets 59, of the Map Records of Montgomery County, Texas
- *Section Two* – Cabinet Z, Sheets 22-23, of the Map Records of Montgomery County, Texas

Recording Data for the Restrictions:

- *Restated Declaration* – Clerk's File No. 2001-061403, Film Code No. 909-00-0559, *et seq.*; Official Public Records of Real Property of Montgomery County, Texas
- *Amendment to Restated Declaration* – Clerk's File No. 2007-023882, Film Code No. 292-11-1285, *et seq.*; Official Public Records of Real Property of Montgomery County, Texas
- *Agreement for Exchange of Common Areas and Amendment to Restated Declaration* – Clerk's File No. 2007-023883, Film Code No. 292-11-1301, *et seq.*; Official Public Records of Real Property of Montgomery County, Texas
- *Agreement Removing Restrictions from Bay Pointe Landing on Lake Conroe, Section Two* – Clerk's File No. 2007-023884, Film Code No. 292-11-1315, *et seq.*; Official Public Records of Real Property of Montgomery County, Texas

Mailing Address of the Association: 3500 West Davis, Suite 190
Conroe, Texas 77304



**Name and Mailing Address of
Person Managing the Association
or Designated Representative:**

Steve Durham
Investment Management Company
3500 West Davis, Suite 190
Conroe, Texas 77304
(936) 756-0032

Signed this 1st day of May, 2010.

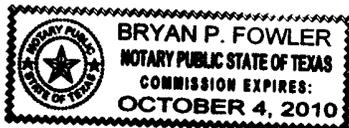
INVESTMENT MANAGEMENT COMPANY

By: 
Steve Durham, President

STATE OF TEXAS §

COUNTY OF MONTGOMERY §

This instrument was acknowledged before me on the 1st day of May, 2010, by STEVE DURHAM, President of Investment Management Company, the Managing Agent for BAY POINTE LANDING ON LAKE CONROE HOMEOWNER'S ASSOCIATION, INC., a Texas non-profit corporation, on behalf of said corporation.




NOTARY PUBLIC, State of Texas

AFTER RECORDING RETURN TO:
BAY POINTE LANDING ON LAKE CONROE HOMEOWNER'S ASSOCIATION, INC.
c/o The Fowler Law Firm
300 West Davis, Suite 510
Conroe, Texas 77301

FILED FOR RECORD

05/26/2010 2:21PM

Mark Turnbull

COUNTY CLERK
MONTGOMERY COUNTY, TEXAS

STATE OF TEXAS
COUNTY OF MONTGOMERY

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

05/26/2010



Mark Turnbull

County Clerk
Montgomery County, Texas



17

**CORPORATE CERTIFICATE
BAY POINTE LANDING ON LAKE CONROE
HOMEOWNER'S ASSOCIATION, INC.**

The undersigned certifies that he is the President of Investment Management Company, the Managing Agent for Bay Pointe Landing on Lake Conroe Homeowner's Association, Inc. (the "Association"). The Association is the property owners' association for Bay Pointe Landing on Lake Conroe Subdivision, which is a subdivision in Montgomery County, Texas, according to the maps or plats thereof recorded in the Map Records of Montgomery County, Texas (the "Subdivision").

The Association is a Texas non-profit corporation, and a true and correct copy of (1) the Articles of Incorporation of the Association's Articles of Incorporation Bay Pointe Landing on Lake Conroe Homeowner's Association, Inc. and (2) the Bylaws of Bay Pointe Landing on Lake Conroe Homeowner's Association, Inc. are attached to this certificate as Exhibit "A."

Signed this 1st day of May, 2010.

INVESTMENT MANAGEMENT COMPANY

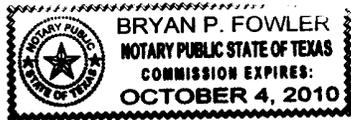
By: 
Steve Durham, President

STATE OF TEXAS §

COUNTY OF MONTGOMERY §

Sworn to and subscribed to before me on the ___ day of May, 2010, by **STEVE DURHAM**, President of Investment Management Company, the Managing Agent for **BAY POINTE LANDING ON LAKE CONROE HOMEOWNER'S ASSOCIATION, INC.**, a Texas non-profit corporation, on behalf of said corporation.

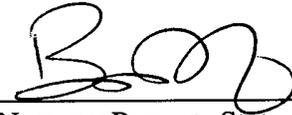

NOTARY PUBLIC, State of Texas



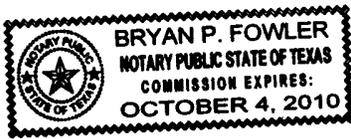
THE STATE OF TEXAS §

COUNTY OF MONTGOMERY §

This instrument was acknowledged before me on the 15th day of May, 2010, by **STEVE DURHAM**, President of Investment Management Company, the Managing Agent for BAY POINTE LANDING ON LAKE CONROE HOMEOWNER'S ASSOCIATION, INC., a Texas non-profit corporation, on behalf of said corporation.



NOTARY PUBLIC, State of Texas



AFTER RECORDING RETURN TO:
Bay Pointe Landing on Lake Conroe
Homeowner's Association, Inc.
c/o Bryan P. Fowler
The Fowler Law Firm
300 West Davis, Suite 510
Conroe, Texas 77301

EXHIBIT “A”

BAY POINTE LANDING ON LAKE CONROE HOMEOWNER’S ASSOCIATION, INC.

- *Articles of Incorporation*
- *Bylaws*

ARTICLES OF INCORPORATION
OF
BAY POINTE LANDING ON LAKE CONROE
HOMEOWNER'S ASSOCIATION, INC.

FILED
In the Office of the
Secretary of State of Texas

NOV 12 1999

Corporations Section

We, the undersigned natural persons of the age of 21 years or more, acting as incorporators of a corporation under the Texas Non-Profit Corporation Act, do hereby adopt the following Articles of Incorporation for such corporation.

ARTICLE ONE

The name of the corporation is Bay Pointe Landing on Lake Conroe Homeowner's Association, Inc.

ARTICLE TWO

The corporation is a non-profit corporation.

ARTICLE THREE

The period of its duration is perpetual.

ARTICLE FOUR

The purpose or purposes for which the corporation is organized are to enforce and act in accordance with the terms and conditions of the Declaration of Covenants, Conditions and Restrictions for Bay Pointe Landing on Lake Conroe a subdivision located in Montgomery County, Texas and to maintain the common areas and common facilities in Bay Pointe Landing, a subdivision in Montgomery County, Texas; and insofar as permitted by law, to do any other thing that, in the opinion of the Board of Directors, will promote the common benefit and enjoyment of the owners of all or any portion of Bay Pointe Landing.

In general, to carry out any other activity in connection with the foregoing and to have and exercise all of the powers conferred by the laws of Texas upon non-profit corporations formed under the Texas Non-Profit Corporation Act and to do any and all other things hereinbefore set forth to the same extent as natural persons might or could do, subject to the provisions of Part Four of the Texas Miscellaneous Corporation Laws Act.

UNFILED

ARTICLE FIVE

The street address of the initial registered office of the corporation is Southeast Texas Development Group, Inc., 2204 Timberloch Place, Suite 285, The Woodlands, Texas 77380 and the name of its initial registered agent at such address is Paul Ryan.

ARTICLE SIX

The number of directors constituting the Board of Directors of the corporation is three, and the names and addresses of the persons who are to serve as the initial directors are:

Paul D. Ryan	Texas Pools 2204 Timberloch Place, Suite 285 The Woodlands, TX 77380
Doris Ryan	Ryan & Wernert Custom Homes 4747 Research Forest Dr., Ste. 180 PMB 222 The Woodlands, Texas 77381
E. C. Medley	Texas Pools 17423 Stuebner Airline Rd., Suite E Spring, Texas 77379

ARTICLE SEVEN

The name and street addresses of each incorporator is:

Paul D. Ryan	Texas Pools 2204 Timberloch Place, Suite 285 The Woodlands, Texas 77380
Doris Ryan	Ryan & Wernert Custom Homes 4747 Research Forest Dr., Ste. 180 PMB 222 The Woodlands, Texas 77381
E. C. Medley	Texas Pools 17423 Stuebner Airline Rd., Suite E Spring, Texas 77379

BY-LAWS
OF
BAY POINTE LANDING ON LAKE CONROE
HOMEOWNER'S ASSOCIATION, INC.

ARTICLE I

NAME AND LOCATION

The name of the corporation is BAY POINTE LANDING ON LAKE CONROE HOMEOWNER'S ASSOCIATION, INC., hereinafter referred to as the "Association". The principal office of the "Association" shall be located at 2204 Timberloch Place, Suite 285, The Woodlands, Texas 77380 but meetings of Members and Directors may be held at such places within the State of Texas, County of Montgomery, as may be designated by the Board of Directors.

ARTICLE II

DEFINITIONS

SECTION 1. All terms used herein shall have the meanings given thereto in the Declaration unless otherwise expressly stated to the contrary herein.

SECTION 2. "ARTICLES OF INCORPORATION" shall mean the Articles of Incorporation, as amended from time to time.

SECTION 3. "BY-LAWS" shall mean the By-Laws of the Association, as amended from time to time.

SECTION 4. "DECLARATION" shall mean and refer collectively to the Declarations of protective covenants applicable to the Property which are recorded and which may be recorded in the future in the Official Public Records of Real Property of Montgomery County, Texas, as amended from time to time.

SECTION 5. "DIRECTOR" shall mean a Member of the Association's Board of Director's.

SECTION 6. "MEMBER" shall mean those persons entitled to Membership in the Association as provided in the Declaration.

SECTION 7. "PROPERTY" shall mean that real Property in Bay Pointe Landing on Lake Conroe subdivision in Montgomery County, Texas.

SECTION 8. "OWNER" shall mean the record Owner, whether one or more persons or entities, of the fee simple title to any Lot (hereinafter defined) which is a part of the Property, including contract sellers but excluding those having such an interest merely as security for the performance of an obligation. However, the term "Owner" shall include any mortgagee or lien holder who acquires fee simple title to any building site which is a part of the Property, through judicial or non-judicial foreclosure or other means in lieu of foreclosure, while such mortgagee or lien holder continues to hold record title.

SECTION 9. "LOT" shall mean any Lot situated in the Property which is owned, sold or leased by Declarant for one of the uses permitted in the Declaration, but excluding all streets and common areas.

SECTION 10. "DECLARANT" shall mean Southeast Texas Development Group, Inc. its successors and assigns (but not the purchasers of Lots).

ARTICLE III

MEMBERS MEETINGS AND VOTING RIGHTS

SECTION 1. COMPOSITION AND POWERS. Every person or entity who is an Owner shall be a Member of the Association and shall continue to be a Member for so long as he owns a Building site. No Owner shall have more than one Membership for each Lot owned. Membership shall be appurtenant to and may not be separated from the ownership of any Building site. Ownership of such Lot shall be the sole qualification for Membership. Except as otherwise provided in these By-Laws or in the Declaration, all action to be taken or authorized by the Members shall be deemed validly taken or authorized upon adoption by vote of a majority of each class of Members at a meeting of the Members at which a quorum is present or by unanimous consent of the Members.

SECTION 2. ANNUAL MEETINGS. The annual meeting of the Members shall be held on the first Tuesday of October each year at 7:00 p.m. If the day for the annual meeting of the Members is a legal holiday, the meeting will be held at the same hour on the first day following which is not a legal holiday.

SECTION 3. SPECIAL MEETINGS. Special meetings of the Members may be called at any time by the President or by the Board of Directors, or upon written request of the Members who are entitled to vote 25% of all of the votes of the Class A Membership, as defined in Section 7 or this Article.

SECTION 4. NOTICE OF MEETINGS. Written notice of each meeting of the Members shall be given by, or at the direction of the Secretary or person authorized to call the meeting, by mailing a copy of such notice, postage prepaid, not less than ten (10) nor more than fifty (50) days in advance of such meeting to each Member entitled to vote thereat, addressed to the Member's address last appearing on the books of the Association, or supplied in writing by such Member to the Association for the purpose of notice. Such notice shall specify the place, date and hour of the meeting, and, in the case of a special meeting, the purpose of the meeting.

SECTION 5. QUORUM AND ADJOURNMENT The presence at any meeting, in person or proxy, of Members entitled to cast at least 25% of the votes of each class of Members shall constitute a quorum for any action, except as otherwise provided in the Articles of Incorporation, the Declaration, or these By-Laws. Any meeting of the Association, whether annual or special may be adjourned from time to time, whether a quorum be present or not, without notice other than the announcement at the meeting, and such adjournment may be to such time, date and place as may be determined by a majority of the votes cast at such meeting. At any such adjourned meeting at which a quorum shall be present, any business may be transacted which might have been transacted at the original meeting as originally called.

SECTION 6. PROXIES At all meetings of Members, each Member may vote in person or by proxy. All proxies shall be in writing and filed with the Secretary before or at the time of the meeting. No proxy shall be valid after eleven (11) months from the date of its execution unless otherwise provided in the proxy, and every proxy shall be revocable unless expressly provided therein to be irrevocable or unless otherwise made irrevocable by law. Every proxy shall automatically cease upon the disposition, whether voluntarily or involuntarily, by the Member of his Lot.

SECTION 7. VOTING. The Association shall have two classes of voting Membership:

Class A. Class A Members shall be all Owners. Each Class A Member shall be entitled to one vote for each Lot owned by such Member. When more than one person or entity holds record fee simple title to any Lot, all such persons or entities shall be Members; the vote for such Lot shall be exercised as they among themselves determine from time to time by written notice executed by them, given to the Association in the manner prescribed by it from time to time, but in no event shall more votes be cast with respect to such Lot than if only one person or entity was the record Owner of such Lot. Any Members failing to give the above prescribed notice shall not be entitled to vote and shall be disqualified in that respect unless waived by the Association by an instrument in writing duly executed by it.

Class B. The sole Class B Member shall be the Declarant and shall be entitled to six (6) votes in the Association for each Lot in which the Declarant qualifies as the Owner thereof. The Class B Membership shall terminate and be converted to Class "A" Members at the time when all Lots have been sold to Owners other than Declarant.

ARTICLE IV

BOARD OF DIRECTORS

SECTION 1. COMPOSITION. The property and affairs of the Association shall be managed and controlled by a Board of three (3) Directors, who need not be Members of the Association. The Directors constituting the initial Board of Directors shall be those Directors named in The Articles of Incorporation, who shall hold office until the first annual meeting of Members and until their successors have been elected and qualified or until their resignation or removal as hereinafter provided. At the first annual meeting, the Members shall elect one Director for a term of one year, one Director for a term of two years, and one Director for a term of three years; and at each annual meeting thereafter the Members shall elect one Director for a term of three years.

SECTION 2. ELECTION. Election to the Board of Directors shall be by written ballot. At such election, the Members or their proxies may cast, in respect to each vacancy, as many votes as they are entitled to exercise under the provisions of the Declaration and these By-Laws. The persons receiving the largest number of votes (considering both classes of Membership) shall be elected. Cumulative voting is not permitted.

SECTION 3. REMOVAL. Any Director may be removed from the Board of Directors, with or without cause, by a majority of all the Directors, or by a majority vote of the Members at any meeting at which a quorum is present. In the event of a death, resignation, or removal of a Director, his successor may be elected by the affirmative vote of a majority of the Directors still in office, though less than a quorum of the Board of Directors, and such successor Director shall serve for the unexpired term of his predecessor.

SECTION 4. COMPENSATION. No Director shall receive compensation for any service he may render to the Association; however, any Director may be reimbursed for his actual expenses incurred in the performance of his duties.

SECTION 5. QUORUM. A majority of Members of the Board of Directors shall constitute a quorum for the transaction of business at any meeting of such Board of Directors. A vote of the Directors shall be valid if concurred in by a majority present at a meeting at which a quorum is present.

SECTION 6. ACTION TAKEN WITHOUT A MEETING. The Directors shall have the right to take any action without a meeting which they could take at a meeting by obtaining the written approval of all the Directors. Any action so approved shall have the same effect as though taken at a meeting of the Directors.

SECTION 7. MEETINGS. Regular meetings of the Board of Directors shall be held annually without notice, at such place and hour as may be fixed from time to time by resolution of the Board of Directors. Should any regular meeting date fall upon a legal holiday, then that meeting shall be held at the same time on the next day which is not a legal holiday. Special meetings of the Board of Directors shall be held when called by the President of the Association, or by a majority of the Directors, after not less than three (3) days notice to each Director, which notice may be waived by attendance at the meeting or by written waiver.

SECTION 8. POWERS. The Board of Directors, for the benefit of the Members, shall have the following powers:

(a) To exercise for the Association all powers, duties and authority vested in or delegated to this Association and not reserved to the Membership by other provisions of these By-Laws, Articles of Incorporation, or the Declaration.

(b) To take all such lawful action as the Board of Directors may determine to be necessary, advisable or convenient to effectuate the purposes and provisions of the Declaration, the Articles of Incorporation and the By-Laws.

(c) To perform any and all duties imposed on or powers allowed to the Board of Directors by applicable law.

(d) To suspend the voting rights of any Member during any period in which the Member shall be in default in the payment of any maintenance or assessment fee levied by the Association.

(e) To take all such lawful action as the Board of Directors determines to be necessary, advisable or convenient to assure that the requirements of the Declaration are complied with by the Owners or lessees of Lots. Such action may include by way of illustration, and not by way of limitation or requirement, filing suit for injunctive or other relief against such violating Owner or lessee.

(f) To employ and prescribe the duties of independent contractors, and such other agents and employees as it deems necessary to exercise the powers conferred by these By-Laws or the Declaration, or which the Board of Directors, in its discretion, deems necessary, advisable or

convenient for the proper operation of the Property, or for the maintenance, repair, and replacement of the common areas, common facilities, streets, roads, street lighting and vacant tracts located in the Property.

(g) To cause to be kept a complete record of all its acts and corporate affairs and to present a statement thereof to the Members at the annual meeting of Members, or at any special meeting when such statement is requested in writing by one-fourth (1/4th) of the Class A Members who are entitled to vote.

(h) To supervise all officers, agents and employees of the Association, and to see that their duties are properly performed.

(i) As more fully provided in the Declaration, to:

1. fix the amount of the annual maintenance charge against each Lot;

2. deposit such maintenance charges in a maintenance fund bank account, which may be held, managed, invested and expended by the Board of Directors at its discretion for the benefit of the Owners in accordance with the Declaration;

3. foreclose the lien against any Lot for which an annual maintenance charge is not paid within thirty (30) days after due date or to bring such legal action against the Owner and/or any other party or parties personally obligated to pay the same, as the Board may deem appropriate.

(j) To issue, or to cause an officer of the Association to issue, upon demand by any person, a certificate setting forth whether or not any assessment has been paid. A reasonable charge may be made by the Board of Directors for the issuance of these certificates. A properly executed certificate of the Association as to the status of assessments on a Lot is binding upon the Association as of the date of its issuance.

(k) To cause all officers or employees having fiscal responsibilities to be bonded, as it may deem appropriate.

ARTICLE V

OFFICERS AND THEIR DUTIES

SECTION 1. ELECTION OF OFFICERS. President, one or more Vice-Presidents, Secretary, and Treasurer, and, in addition thereto, in the discretion of the Board of Directors, such other officers with such duties as the Board of Directors shall from time to time determine. All officers shall be elected annually by the Board of Directors as the Board of Directors may determine. All officers shall serve until their successors shall have been elected or until they have been removed or have resigned. All officers shall be subject to removal at any time by the Board of Directors, with or without cause. The Board of Directors, may in its discretion, elect acting or temporary officers and elect officers to fill vacancies occurring for any reason whatsoever, and may, in its discretion, limit or enlarge the duties and powers of any officer elected by it. Any person may simultaneously hold more than one of any of the offices, except the offices of President and Secretary.

SECTION 2. THE PRESIDENT. The President shall preside at all meetings of the Board of Directors and the Members; see that orders and resolutions of the Board of Directors are carried out; and, unless otherwise provided by the Board of Directors, sign all leases, mortgages, deeds and other written instruments that have been approved by the Board of Directors or pursuant to the authority granted by the Board of Directors.

SECTION 3. THE VICE PRESIDENTS. Each Vice President shall have such power and duties as may be assigned to him by the Board of Directors. If more than one Vice President is elected, the Board of Directors shall designate who is the First Vice President, who is the Second Vice President, etc. In the absence of the President, the First Vice-President shall perform the duties of the President. Such authority to act for the, President shall vest to the Vice Presidents in the order of their numerical designation by the Board of Directors.

SECTION 4. THE SECRETARY. The Secretary shall record the votes and keep the minutes of all meetings and proceedings of the Board of Directors and of the Members; keep the corporate seal of the Association and affix it on all papers requiring said seal; serve notice of meetings in conformity with these By-Laws; keep appropriate current records showing the Members of the Association together with their addresses; and perform such other duties assigned by the Board of Directors.

SECTION 5. THE TREASURER. The Treasurer shall receive and deposit in appropriate bank accounts all money of the Association and shall disburse such funds as directed by resolution of the Board of Directors, provided, however, that a resolution of the Board of Directors, shall not be necessary for disbursements made in the ordinary course of business conducted within the limits of a budget adopted by the Board of Directors; sign all checks of the Association; keep proper books of account; cause an annual audit of the Association's books to be made at the completion of each fiscal year if requested by the Board of Directors; prepare an annual budget and a statement of

income and expenditures to be presented to the Board of Directors each year; and perform all other duties assigned to him by the Board of Directors.

ARTICLE VI
COMMITTEES

The Board of Directors may appoint such committees as may be deemed appropriate by the Board.

ARTICLE VII
BOOKS AND RECORDS

The books, records and papers of the Association, including the Articles of Incorporation and the By-Laws, shall at all times, during reasonable business hours, be subject to inspection by any Member and any first mortgagee of a Lot at the principal office of the Association.

ARTICLE VIII
CORPORATE SEAL

The Association may have a seal in the form prescribed by the Board of Directors, but the seal need not be affixed to any documents.

ARTICLE IX
MISCELLANEOUS

SECTION 1. COVENANT TO OBEY LAWS, RULES AND REGULATIONS.

Each Member shall abide by the By-Laws and shall be subject to those requirements of the Declaration which are imposed upon that portion of the Property owned by such Member. Each Member shall observe, comply with, and perform all rules, regulations, ordinances, and laws made by any governmental authority of the municipal state and federal government, applicable to the Property, or any Lot or building erected thereon.

SECTION 2. FISCAL YEAR. The fiscal year of the Association shall begin on the 1st day of January and end on the 31st day of December of every year, except that the first fiscal year shall begin on the date of incorporation.

SECTION 3. AMENDMENT. These By-Laws may be adhered, amended, or repealed by the affirmative vote of the holders of a majority of the voting power of all the Members at any annual meeting, or at any special meeting of Members if notice of the proposed amendment be contained in the notice of said special meeting.

SECTION 4. CONFLICTS. In the case of any conflict between the Articles of Incorporation and these By-Laws, the Articles of Incorporation shall control; and in the case of any conflict between the Declaration and these By-Laws or the Articles of Incorporation, the Declaration shall control.

SECTION 5. ACTION IN LIEU OF MEETING. Any action required by these By-Laws, Articles of Incorporation or Declaration to be taken at a meeting of the Members or Directors of the Association, or any action which may be taken at a meeting of the Members or Directors or of any committee, may be taken without a meeting if a consent in writing, setting forth the action to be taken, shall be signed by all the Members entitled to vote with respect to the subject matter thereof, or all of the Directors, or all of the Members of the committee, as the case may be. Such consent shall have the same force and effect as a unanimous vote.

FILED FOR RECORD

05/26/2010 2:21PM



COUNTY CLERK
MONTGOMERY COUNTY, TEXAS

STATE OF TEXAS
COUNTY OF MONTGOMERY

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

05/26/2010



County Clerk
Montgomery County, Texas

**PAYMENT PLAN POLICY OF
BAY POINTE LANDING HOMEOWNERS ASSOCIATION, INC.**

WHEREAS, the property affected by this Payment Plan Policy is subject to certain dedications, covenants and restrictions (the "Declaration") set out in instruments recorded in the Official Public Records of Real Property at Montgomery County, Texas as follows:

- *BAY POINTE LANDING ON LAKE CONROE, a subdivision situated in the James Smith Survey, A-37, Montgomery County, Texas, according to the map or plat thereof, recorded in Cabi9net P, Sheet(s) 59 of the Map Records of Montgomery County, Texas.*

WHEREAS, pursuant to the authority vested in BAY POINTE LANDING HOMEOWNERS ASSOCIATION INC.. (the "Association") in the Declaration and as required by the TEXAS PROPERTY CODE, the Board of Directors of the Association (the "Board") hereby promulgates the following Payment Plan Policy.

NOW, THEREFORE, BE IT RESOLVED that the following conditions and requirements are hereby established for Association Payment Plans:

1. Subject to Section 12 below, owners are entitled to make partial payments for delinquent amounts owed to the Association under a Payment Plan in compliance with this Policy.
2. Late fees, penalties and delinquent collection related fees will be not be added to the owner's account while the Payment Plan is active. The Association may impose a fee for administering a Payment Plan. Such fee, if any, will be listed on the Payment Plan form and may change from time-to-time. Interest will continue to accrue during a Payment Plan as allowed under the Declarations. The Association can provide an estimate of the amount of interest that will accrue under any proposed plan.
3. All Payment Plans must be in writing on the form provided by the Association and signed by the owner.
4. The Payment Plan becomes effective and is designated as "active" upon:
 - a. receipt of a fully completed and signed Payment Plan form; and
 - b. receipt of the first payment under the plan; and
 - c. acceptance by the Association as compliant with this Policy.
5. A Payment Plan may be as short as three (3) months and as long as eighteen (18) months based on the guidelines below. The durations listed below are provided as guidelines to assist owners in submitting a Payment Plan.

- a. Total balance up to 2 times annual assessment.....up to 6 months;
 - b. Total balance up to 3 times annual assessment..... up to 12 months;
 - c. Total balance greater than 3 times annual assessment ... up to 18 months.
6. On a case-by-case basis and upon request of the owner, the Board may approve more than one Payment Plan to be executed in sequence to assist the owner in paying the amount owed. The individual Payment Plans may not exceed eighteen (18) months.
7. A Payment Plan must include sequential monthly payments. The total of all proposed payments must equal the current balance plus Payment Plan administrative fees, if any, plus the estimated accrued interest.
8. If an owner requests a Payment Plan that will extend into the next assessment cycle, the owner will be required to pay future assessments by the due date in addition to the payments specified in the Payment Plan.
9. If an owner defaults on the terms of the Payment Plan, the Payment Plan will be voided. The Association will provide written notice to the owner that the Payment Plan has been voided. It is considered a default of the Payment Plan, if the owner:
- a. fails to return a signed Payment Plan form with the initial payment; or
 - b. misses a payment due in a calendar month; or
 - c. makes a payment for less than the agreed upon amount; or
 - d. fails to pay a future assessment by the due date in a Payment Plan which spans additional assessment cycles.

In the absolute discretion of the Association, the Association may waive default under item b, c or d above if the owner makes up the missed or short payment on the immediate next calendar month payment. The Association may, but has no obligation to, provide a courtesy notice to the owner of the missed or short payment.

10. On a case-by-case basis, the Association may agree, but has no obligation, to reinstate a voided Payment Plan once during the original duration of the Payment Plan if all missed payments are made up at the time the owner submits a written request for reinstatement.
11. If a Payment Plan is voided, the full amount due by the owner shall immediately become due. The Association will resume the process for collecting amounts owed using all remedies available under the Declarations and the law.
12. The Association has no obligation to accept a Payment Plan from any owner who has defaulted on the terms of a Payment Plan within the last two (2) years.

This Policy is effective upon recordation in the Public Records of Montgomery County, Texas, and supersedes any policy regarding alternative payment schedules which may have previously been in effect. Except as affected by the TEXASPROPERTYCODE and/or by this Policy, all other provisions contained in the Declarations or any other dedicatory instruments of the Association shall remain in full force and effect.

This is to certify that the foregoing Payment Plan Policy was adopted by the Board of Directors by unanimous consent, effective as of the 28 day of Dec. 2012, until such date as it may be modified, rescinded or revoked.

The Board of Directors hereby approves and authorizes the above Policy.

Signed this 28 day of Dec., 2012.

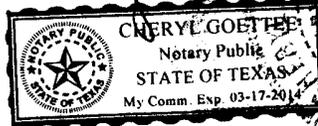
BAY POINTE LANDING
HOMEOWNERS ASSOCIATION

By: _____

Name:

Title:

Sworn to and subscribed before me,
Notary Public, this 28th day of December, 2012.



IMC
3500 W. Davis, S. 190
Conroe, Tx. 77304

FILED FOR RECORD

01/14/2013 3:53PM



COUNTY CLERK
MONTGOMERY COUNTY, TEXAS

STATE OF TEXAS
COUNTY OF MONTGOMERY

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

01/14/2013



County Clerk
Montgomery County, Texas

RECORDS PRODUCTION POLICY OF BAY POINTE LANDING HOMEOWNERS ASSOCIATION

WHEREAS, the property affected by this Records Production is as follows:

• *BAY POINTE LANDING ON LAKE CONROE, a subdivision situated in the James Smith Survey, A-37, Montgomery County, Texas, according to the map or plat thereof, recorded in Cabi9net P, Sheet(s) 59 of the Map Records of Montgomery County, Texas.*

WHEREAS, pursuant to the authority vested in BAY POINTE LANDING HOMEOWNERS ASSOCIATION, INC. (the "Association") in the Declaration and as required by the TEXAS PROPERTY CODE, the Board of Directors of the Association (the "Board") hereby promulgates the following Records Production Policy; and

WHEREAS, the Association keeps books and records of account and Minutes of the proceedings of its members and Board of Directors; and

WHEREAS, the Board desires to set the procedure for owners, during reasonable business hours, to inspect, and/or copy the books and records of the Association; and

WHEREAS, it is desirable to impose certain reasonable restrictions to maintain control and minimize the disruption of normal business.

NOW, THEREFORE, BE IT RESOLVED that the following requirements are hereby established for the inspection and/or copying of the records of the Association:

1. Association Records shall be reasonably available to every owner. An owner may also provide access to Records to any other person (such as an attorney, CPA or agent) they designate in writing as their proxy for this purpose. To ensure a written proxy is actually from the owner, the owner must include a copy of his/her photo ID or have the proxy notarized.
2. An owner, or their proxy as described in section 1, must submit a written request for access to or copies of Records. The letter must:
 - a. be sent by certified mail to the Association's address as reflected in its most recent Management Certificate filed in the County public records; and
 - b. contain sufficient detail to identify the specific Records being requested; and
 - c. indicate whether the owner or proxy would like to inspect the Records before possibly obtaining copies or if the specified Records should be forwarded. If forwarded, the letter must indicate the format, delivery method and address:

(1) *format*: electronic files, compact disk or paper copies

(2) *delivery method*: email, certified mail or pick-up

3. Within ten (10) business days of receipt of the request specified in section 2 above, the Association shall provide:

- a. the requested Records, if copies were requested and any required advance payment had been made; or
- b. a written notice that the Records are available and offer dates and times when the Records may be inspected by the owner or their proxy during normal business hours at the office of the Association; or
- c. a written notice that the requested Records are available for delivery once a payment of the cost to produce the records is made and stating the cost thereof; or
- d. a written notice that a request for delivery does not contain sufficient information to specify the Records desired, the format, the delivery method and the delivery address; or
- e. a written notice that the requested Records cannot be produced within ten (10) business days but will be available within fifteen (15) additional business days from the date of the notice and payment of the cost to produce the records is made and stating the cost thereof.

4. The following Association Records are not available for inspection by owners or their proxies:

- a. the financial records associated with an individual owner; and
- b. deed restriction violation details for an individual owner; and
- c. personal information, including contact information other than an address for an individual owner; and
- d. attorney files and records in the possession of the attorney; and
- e. attorney-TeasWood Community Improvement Association, Inc. privileged information in the possession of the Association.

The information in a, b and c above will be released if the Association receives express written approval from the owner whose records are the subject of the request for inspection.

5. Association Records may be maintained in paper format or in an electronic format. If a request is made to inspect Records and certain Records are maintained in electronic format, the owner or their proxy will be given access to equipment to view the electronic records. Association shall not be required to transfer such electronic records to paper format unless the owner or their proxy agrees to pay the cost of producing such copies.

6. If an owner or their proxy inspecting Records requests copies of certain Records during the inspection, Association shall provide them promptly, if possible, but no later than ten (10) business days after the inspection or payment of costs, whichever is later.

7. The owner is responsible for all costs associated with a request under this Policy, including but not limited to copies, postage, supplies, labor, overhead and third party fees (such as archive document retrieval fees from off-site storage locations) as listed below:

- a. black and white 8½"x11" single sided copies \$0.10 each
- b. black and white 8½"x11" double sided copies \$0.20 each
- c. color 8½"x11" single sided copies \$0.50 each
- d. color 8½"x11" double sided copies \$1.00 each
- e. PDF images of documents \$.10 per page
- f. compact disk \$1.00 each
- g. labor and overhead \$18.00 per hour
- h. mailing supplies \$1.00 per mailing
- i. postage at cost
- j. other supplies at cost
- k. third party fees at cost

8. Any costs associated with a Records request must be paid in advance of delivery by the owner or their proxy. An owner who makes a request for Records and subsequently declines to accept delivery will be liable for payment of all costs under this Policy.

9. On a case-by-case basis, in the absolute discretion of the Association, and with concurrence of the owner, the Association may agree to invoice the cost of the Records request to the owner's account. Owner agrees to pay the total amount invoiced within thirty (30) days after the date a statement is mailed to the Owner. Any unpaid balance will accrue interest as an assessment as allowed under the Declarations.

10. On a case-by-case basis where an owner request for Records is deemed to be minimal, the Association or its managing agent reserves the right to waive notice under section 2 and/or fees under section 7.

11. All costs associated with fulfilling the request under this Policy will be paid by the Association's Managing Agent. All fees paid to the Association under this Policy will be reimbursed to the Association's Managing Agent, or paid directly to the Association's Managing Agent.

This Policy is effective upon recordation in the Public Records of Montgomery County, Texas, and supersedes any policy regarding records production which may have previously been in effect. Except as affected by the Texas Property Code and/or by this Policy, all other provisions contained in the Declarations or any other dedicatory instruments of the Association shall remain in full force and effect.

This is to certify that the foregoing policy was adopted by the Board of Directors by unanimous consent, effective as of 12-28-, 2012, until such date as it may be modified, rescinded or revoked.

The Board of Directors hereby approves and authorizes the above Policy.

Signed this 28 day of Dec., 2012.

BAY POINTE LANDING
HOMEOWNERS ASSOCIATION

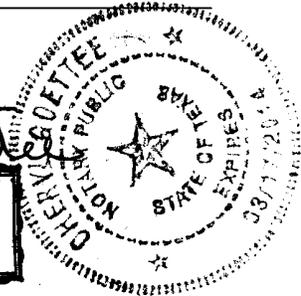
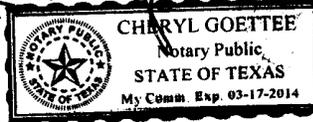
By: 

Name:

Title:

Sworn to and subscribed before me,
Notary Public, this 28th day of December, 2012.





IMC
3500 W. Davis S. 190
Conroe, TX 77304

FILED FOR RECORD

01/14/2013 3:53PM

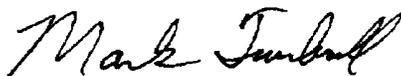


COUNTY CLERK
MONTGOMERY COUNTY, TEXAS

STATE OF TEXAS
COUNTY OF MONTGOMERY

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

01/14/2013



County Clerk
Montgomery County, Texas



**RECORDS RETENTION SCHEDULE OF
BAY POINTE LANDING HOMEOWNERS ASSOCIATION, INC.**

WHEREAS, the property affected by this Records Retention Schedule is subject to certain dedications, covenants and restrictions (the "Declaration") set out in instruments recorded in the Official Public Records of Real Property at Montgomery County, Texas as follows:

- *BAY POINTE LANDING ON LAKE CONROE, a subdivision situated in the James Smith Survey, A-37, Montgomery County, Texas, according to the map or plat thereof, recorded in Cabinet P, Sheet(s) 59 of the Map Records of Montgomery County, Texas.*

WHEREAS, pursuant to the authority vested in the TeasWood Community Improvement Association, Inc. (the "Association") in the Declaration and as required by the TEXAS PROPERTY CODE, the Board of Directors of the Association (the "Board") hereby promulgates the following Records Retention Schedule; and

WHEREAS, the Association keeps books, records of account, minutes, bank records, tax information, insurance records, real estate records, and other information, in the regular course of its business; and

WHEREAS, the Board desires to set a schedule for retaining such records and other information maintained by the Association; and

WHEREAS, it is desirable to set a reasonable records retention schedule to maintain control, effective record keeping, and to effectively conduct the Association's normal business.

NOW, THEREFORE, BE IT RESOLVED that the following records retention schedule is established by the Association:

I. CORPORATE "LEGAL" DOCUMENTS & RECORDS

The following records are to be retained permanently:

- Articles of Incorporation / Certificate of Formation
- Bylaws
- Restrictive Covenants / Declaration
- Amendments to the Articles of Incorporation / Certificate of Formation
- Amendments to the Bylaws
- Amendments to the Restrictive Covenants / Certificate of Formation
- Deeds for Association Property
- Annexation Records
- Plats

- Management Certificates

II. CORPORATE FINANCIAL RECORDS

The following Financial Records and Reports shall be kept for seven (7) years

- Check Register
- Trail Balance
- Prepaid Accounts Receivable
- Income Statements
- Detailed General Ledger
- Accounts Payable
- Bank Statements/Bank Reconciliations / Cancelled Checks
- Approved Annual Budget
- Annual Assessment Roll and sample of a typical assessment statement
- Year End Audits / Tax Returns

III. MINUTES OR MEETINGS

The following records are to be retained for seven (7) years:

- Approved Minutes of Board Meetings
- Approved Minutes and Records of ACC Meetings
- Approved Minutes of Committee Meetings
- Approved Minutes of Annual and Special Meetings of Members

IV. ACCOUNT RECORDS OF CURRENT OWNERS:

Account records shall be kept for five (5) years.

V. CONTRACTS:

Contracts with a term of more than one (1) year are to be retained for four (4) years after contract expires.

VI. RECOMMENDED RETENTION FOR OTHER CORPORATE RECORDS (in alphabetical order):

Bids/Proposals: Information related to solicitations for bids or proposals shall be retained for three (3) years after the origination date or for as long as the information is deemed useful.

Board Files/Packages from board meetings: Other documents included in the Board package shall be retained for three (3) years.

Budget Support files: Financial reports associated with the development of the annual budget shall be kept for three (3) years after the year for which they were prepared.

Committee Files (agendas, meeting notes, etc.): Minutes of committee meetings shall be permanently retained. Other documents need only be retained for three years or as long as deemed useful to the Committee with respect to an on-going project.

Contracts With a Term of Less Than One Year: Four (4) years after the date the contract is terminated. If a warranty is expressly provided in the contract, the contract shall be retained for a period of five (5) years after the date the warranty expires.

Correspondence: General Correspondence, not in relation to particular property or property owner shall be retained for five (5) years after the origination date or for as long as the information is deemed useful, whichever is longer.

Insurance Claims (Settled): Settled insurance claims shall be retained for five (5) years after the date the claim is settled.

Insurance Policies (Expired): Expired insurance policies shall be retained for five (5) years after the date the policy terminates.

Litigation Files (Settled): Settled litigation files shall be retained for five (5) years after the date the matter is finally concluded; however, if the suit is in regard to a deed restriction suit in which a permanent injunction was obtained, the judgment shall be retained as long as it is in effect (which will usually be as long as the owner who was sued owns or occupies the property).

Legal Opinions: Opinions rendered by the Association's attorney shall be retained permanently.

Legal Status Reports: Routine monthly or quarterly status reports from the Association's attorney shall be retained for three (3) years.

Newsletter / Directories / Inserts / Website Information or other electronic publications of the Association: One (1) copy of each newsletter, directory, etc., shall be permanently retained. Other copies of a newsletter, etc. need not be retained for any length of time.

Personnel Records (if any); Personnel files, if any, (including wage rates, job description, etc.) shall be permanently retained and payroll records on a particular employee shall be retained for five (5) years after the date of termination.

Procedures/Policies/Resolutions of the Board: Procedures, policies, and resolutions of the Board shall be retained for as long as they are in effect. If a Procedure, Policy, or Resolution of the Board is changed, a copy of the original Procedure shall be retained for five (5) years beyond the date that the procedure was adopted or the date the procedure was changed, whichever is longer.

Reserve Studies: A copy of the Association's Reserve Study shall be retained for the period of time covered by the study plus three (3) years.

Special Projects: Records relating to a special project shall be retained for the duration of the special project, plus three (3) (except to the extent that documents relating to a special project may be addressed under a different category such as contracts).

Work Orders/Facility Inspection Reports/ Building Repair Information: Records relating to work orders, etc. shall be retained for a period of three (3) years beyond the date of completion of the work, inspection, etc.

VII. RECOMMENDED RETENTION FOR RECORDS RELATING TO INDIVIDUAL MEMBERS OR MEMBER PROPERTY:

Applications for Improvements and New Construction Files (Plans): Applications and plans related to improvements to members' properties shall be retained for five (5) years from the date of completion of the proposed improvement. Record that a particular improvement has been approved by the association should be retained permanently.

Correspondence: Correspondence to, from, or relating to a member account that is not in connection with a deed restriction violation or accounts receivable activity shall be retained for five (5) years past the origination date or as long as it is deemed useful to the association. Ex. - Title, ownership, or closing information (three years after an ownership change), or a letter from homeowner requesting information on the MUD ditch that abuts the property (three years from date of letter.)

Deed Restriction Activity for Member Properties: Records relating to deed restriction violation activity for members shall be retained for five (5) years after the violation is corrected. If the violation resulted in a suit, any judgment obtained should be retained as long as it is in effect.

This is to certify that the foregoing Schedule was adopted by the Board of Directors by unanimous consent, effective as of the 28 day of Dec, 2012 until such date as it may be modified, rescinded or revoked.

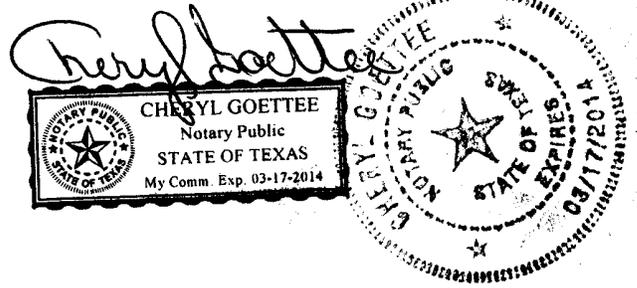
The Board of Directors hereby approves and authorizes the above Schedule.

Signed this 28 day of Dec, 2012.

BAY POINTE LANDING
HOMEOWNERS ASSOCIATION

By: [Signature] [Signature]
Name:
Title:

Sworn to and subscribed before me,
Notary Public, this 28th day of December, 2012.



TMC
3500 W. Davis, S. 190
Conroe, TX. 77304

FILED FOR RECORD

01/14/2013 3:53PM



COUNTY CLERK
MONTGOMERY COUNTY, TEXAS

STATE OF TEXAS
COUNTY OF MONTGOMERY

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

01/14/2013



County Clerk
Montgomery County, Texas

**RECORDS RETENTION POLICY OF
BAY POINTE LANDING HOMEOWNERS ASSOCIATION**

WHEREAS, the property affected by this Records Retention Policy is as follows:

- *BAY POINTE LANDING ON LAKE CONROE, a subdivision situated in the James Smith Survey, A-37, Montgomery County, Texas, according to the map or plat thereof, recorded in Cabinet P, Sheet(s) 59 of the Map Records of Montgomery County, Texas.*

WHEREAS, pursuant to the authority vested in BAY POINTE LANDING HOMEOWNERS ASSOCIATION, INC. ("the Association") in the covenants, conditions and restrictions applicable to said properties and as required by the Texas Property Code, the Board of Directors of the Association (the "Board") hereby promulgates the following Records Retention Policy; and

WHEREAS, the Association keeps books, records of account, minutes, bank records, tax information, insurance records, real estate records, and other information, in the regular course of its business; and

WHEREAS, the Board desires to set a schedule for retaining such records and other information maintained by the Association; and

WHEREAS, it is desirable to set a reasonable records retention schedule to maintain control, effective record keeping, and to effectively conduct the Association's normal business

NOW, THEREFORE, BE IT RESOLVED that the following records retention schedule is established by the Association:

1. CORPORATE "LEGAL" DOCUMENTS & RECORDS

The following records are to be retained permanently:

- Articles of Incorporation / Certificate of Formation
- Bylaws
- Restrictive Covenants / Declaration
- Amendments to the Articles of Incorporation / Certificate of Formation
- Amendments to the Bylaws
- Amendments to the Restrictive Covenants I Certificate of Formation
- Deeds for Association Property
- Annexation Records
- Plats
- Management Certificates

II. CORPORATE FINANCIAL RECORDS

The following Financial Records and Reports shall be kept for seven (7) years:

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~~Trail-Balance~~

Prepaid/Accounts Receivable

Income Statements

Detailed General Ledger

Accounts Payable

Bank statements/Bank Reconciliations / cancelled Checks

Approved Annual Budget

Annual Assessment Roll and sample of a typical assessment statement

Year End Audits / Tax Returns

III. MINUTES OF MEETINGS

The following records are to be retained for seven (7) years:

Approved Minutes of Board Meetings

Approved Minutes and Records of ACC Meetings

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Correspondence: General Correspondence, not in relation to particular property or property owner shall be retained for five (5) years after the origination date or for as long as the information is deemed useful, whichever is longer.

Insurance Claims (Settled): Settled insurance claims shall be retained for five (5) years after the date the claim is settled.

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Litigation Files (Settled): Settled litigation files shall be retained for five (5) years after the date the matter is finally concluded; however, if the suit is in regard to a deed restriction suit in which a permanent injunction was obtained, the judgment shall be retained as long as it is in effect (which will usually be as long as the owner who was sued owns or occupies the property).

Legal Opinions: Opinions rendered by the Association's attorney shall be retained permanently.

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Newsletter / Directories / Inserts /Website Information or other electronic publications of the Association: One (1) copy of each newsletter, directory, etc, shall be permanently retained. Other copies of a newsletter, etc. need not be retained for any length of time.

Personnel Records (if any): Personnel files, if any, (including wage rates, job description, etc.) shall be permanently retained and payroll records on

a particular employee shall be retained for five (5) years after the date of termination.

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Deed Restriction Activity for Member Properties: Records relating to deed restriction violation activity for members shall be retained for five (5) years after the violation is corrected. If the violation resulted in a suit, any judgment obtained should be retained as long as it is in effect.

This is to certify that the foregoing Policy was adopted by the Board of Directors by unanimous consent, effective as of 12-28-, 2012, until such date as it may be modified, rescinded or revoked.

The Board of Directors hereby approves and authorizes the above Policy.

Signed this 28 day of Dec., 2012.

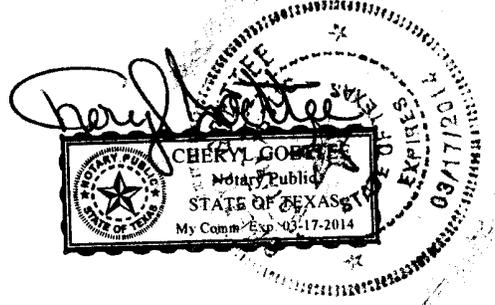
BAY POINTE LANDING
HOMEOWNERS ASSOCIATION

By: _____

Name:

Title:

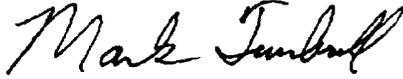
Sworn to and subscribed before me,
Notary Public, this 28th day of December, 2012.



IME
3500 W. Davis, S. 190
Cenoco, Tx. 77304

FILED FOR RECORD

01/14/2013 3:53PM



COUNTY CLERK
MONTGOMERY COUNTY, TEXAS

STATE OF TEXAS
COUNTY OF MONTGOMERY

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

01/14/2013



County Clerk
Montgomery County, Texas



**CORPORATE CERTIFICATE
BAY POINTE LANDING ON LAKE CONROE
HOMEOWNER'S ASSOCIATION, INC.**

The undersigned certifies that he is the President of Bay Pointe Landing on Lake Conroe Homeowner's Association, Inc. (the "Association"). The Association is the property owners' association for Bay Pointe Landing on Lake Conroe Subdivision, which is a subdivision in Montgomery County, Texas, according to the maps or plats thereof recorded in the Map Records of Montgomery County, Texas.

The Association is a Texas non-profit corporation, and attached to this certificate is a true and correct copy of the **Fine Schedule of Bay Pointe Landing on Lake Conroe Homeowner's Association, Inc.**

Signed this 23rd day of January, 2014.

**BAY POINTE LANDING ON LAKE CONROE
HOMEOWNER'S ASSOCIATION, INC.**

By: [Signature]
Robert Sutak, President

STATE OF TEXAS §

COUNTY OF MONTGOMERY §

SWORN TO AND SUBSCRIBED BEFORE ME on the 23rd day of January, 2014, by Robert Sutak, President of BAY POINTE LANDING ON LAKE CONROE HOMEOWNER'S ASSOCIATION, INC., a Texas non-profit corporation, on behalf of said corporation.

RECORDER'S MEMO - LINDUN
Notary Seal is Missing

[Signature]
NOTARY PUBLIC, State of Texas

THE STATE OF TEXAS §

COUNTY OF MONTGOMERY §

This instrument was acknowledged before me on the 23rd day of January, 2014, by Robert Sutak, President of BAY POINTE LANDING ON LAKE CONROE HOMEOWNER'S ASSOCIATION, INC., a Texas non-profit corporation, on behalf of said corporation.

[Signature]
NOTARY PUBLIC, State of Texas

AFTER RECORDING RETURN TO:

Bryan P. Fowler
The Fowler Law Firm
300 West Davis, Suite 510
Conroe, Texas 77301

**FINE SCHEDULE OF
BAY POINTE LANDING ON LAKE CONROE
HOMEOWNER'S ASSOCIATION, INC.**

WHEREAS, the property affected by this Fine Schedule is subject to certain dedications, covenants and restrictions (the "Declaration") which are of record in the Official Public Records of Real Property at Montgomery County, Texas, as follows:

Restated Declaration – Clerk's File No. 2001-061403; Amendment to Restated Declaration – Clerk's File No. 2007-023882; and Agreement for Exchange of Common Areas and Amendment to Restated Declaration – Clerk's File No. 2007-023883.

WHEREAS, pursuant to the authority vested in Bay Pointe Landing on Lake Conroe Homeowner's Association, Inc. (the "Association") under the Declaration and the Association's By-Laws (the "By-Laws"), and pursuant to the express authority of the TEXAS PROPERTY CODE, the Board of Directors of the Association (the "Board") hereby promulgates the following Fine Schedule; and

WHEREAS, pursuant to Section 8(b) of the By-Laws, the Board of Directors of the Association is authorized to take all such lawful action as the Board of Directors may determine to be necessary, advisable or convenient to effectuate the purposes and provisions of the Declaration, the Articles of Incorporation and the By-Laws; and

WHEREAS, the Association desires, pursuant to the authority set out in the By-Laws and the Declaration, and as set out in Chapter 204.010 of the TEXAS PROPERTY CODE, to adopt a Fine Schedule and to impose, implement and levy fines as set out in the Fine Schedule, as may be deemed necessary, advisable or convenient to effectuate the purposes and provisions of the Declaration, the Articles of Incorporation and the By-Laws.

NOW, THEREFORE, for the purpose of adopting a Fine Schedule for the implementation and enforcement of the By-Laws and the Declaration; be it

RESOLVED by the Board of Directors of Bay Pointe Landing on Lake Conroe Homeowner's Association, Inc., that the following Fine Schedule be adopted.

FINE SCHEDULE

1. **Violation Policy and Penalties.** Any violation of any of the and Declaration, which are applicable to the Subdivision or the Association, by an individual owner, or resident, shall result in the following actions and penalties.
 - a. **First Violation** – a warning will be issued in writing to the owner and, if known to the Association, to the resident of the property. The warning, which may be in the

form of a letter, shall contain all required statutory notices, including, without limitation, the notice required under the Texas Residential Property Owners Protection Act, Texas Property Code Section 209.006, as it may be amended from time to time.

b. Subsequent Violations – owners and residents will be subject to the following penalties for any subsequent violations:

(1) Non-Continuing Violations. For all non-continuing violations re-occurring within six (6) months of the First Violation:

- (a) \$50.00 for the second occurrence.
- (b) \$100.00 for the third occurrence.
- (c) \$200.00 for each additional occurrence thereafter.

(2) Grass and Shrubbery. For failure to mow, trim and weed the yard:

- (a) \$50.00 per thirty (30) day period of continuing violation.

(3) Continuing Violations. For failure to obtain Architectural Control Committee approval, failure to maintain improvements as required, failure to abide by use restrictions as set out in Article VIII of the Declaration, failure to abide by architectural restrictions as set out in Article IX of the Declaration, and other continuing violations:

- (a) \$150.00 per thirty (30) day period of continuing violation.

2. **Penalties Responsibility of Owner**. All monetary penalties will be billed to the owner's account and will be payable by the owner to the Association within 30 days of the date of billing.

3. **Penalties Cumulative**. All penalties shall be cumulative but the total amount fined will not exceed \$1,000.00 during the six (6) month period following the First Violation. If the violation continues for more than six (6) months or reoccurs after the end of a six (6) month period, such violation shall be subject to an additional \$1,000.00 cap for each subsequent six (6) month period.

4. **Non-Exclusive Remedies**. The imposition of the monetary penalties provided herein shall not be construed to be an exclusive remedy, and shall be in addition to all other rights and remedies to which the Association may otherwise be entitled, including, without limitation, the filing of an Affidavit of Non-Compliance in the Real Property Records of Montgomery County, Texas, and/or the initiation of legal proceedings seeking injunctive relief and/or damages, attorneys fees, costs of court and all other remedies, at law or in equity, to which the Association may be entitled.

5. **Violation by Resident, Tenant, or Agent.** A violation by a resident, tenant, guest, or agent of the owner shall be treated as a violation of the owner of the property. All monetary penalties shall be billed to the owner.

6. **Courtesy Notice.** For less severe violations, the Association may provide the owner and, if known by the Association, the resident, a courtesy notice and request for compliance within a specified time prior to initiating the notice procedure contained in paragraph 3.

This policy was duly adopted by the Board of Directors of Bay Pointe Landing on Lake Conroe Homeowner's Association, Inc., on the 3rd day of January, 2014.

The Board of Directors hereby approves and authorizes the Fine Schedule.

Signed this 3rd day of January, 2014.

BAY POINTE LANDING ON LAKE CONROE
HOMEOWNER'S ASSOCIATION, INC.

By: [Signature]
Name: ROBERT SUTAK
Title: President

FILED FOR RECORD

01/27/2014 4:18PM



COUNTY CLERK
MONTGOMERY COUNTY, TEXAS

STATE OF TEXAS

COUNTY OF MONTGOMERY

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

01/27/2014



County Clerk
Montgomery County, Texas



**PROPERTY OWNERS' ASSOCIATION
MANAGEMENT CERTIFICATE
BAY POINTE LANDING ON LAKE CONROE
HOMEOWNER'S ASSOCIATION, INC.**

The undersigned certifies that Investment Management Company is the duly appointed and acting management company for Bay Pointe Landing on Lake Conroe Homeowner's Association, Inc. (the "Association"). The Association is the property owners' association for Bay Pointe Landing on Lake Conroe Subdivision, a subdivision in Montgomery County, Texas. This Management Certificate is filed by the Association pursuant to Section 209.004 of the TEXAS PROPERTY CODE.

Name of Subdivisions: Bay Pointe Landing on Lake Conroe Subdivision

Name of Association: Bay Pointe Landing on Lake Conroe Homeowner's Association, Inc.

Recording Data for the Subdivision:

- *Final Plat* – Cabinet P, Sheets 59, of the Map Records of Montgomery County, Texas
- *Section Two* – Cabinet Z, Sheets 22-23, of the Map Records of Montgomery County, Texas

Recording Data for the Restrictions:

- *Restated Declaration* – Clerk's File No. 2001-061403; Official Public Records of Real Property of Montgomery County, Texas
- *Amendment to Restated Declaration* – Clerk's File No. 2007-023882; Official Public Records of Real Property of Montgomery County, Texas
- *Agreement for Exchange of Common Areas and Amendment to Restated Declaration* – Clerk's File No. 2007-023883; Official Public Records of Real Property of Montgomery County, Texas
- *Agreement Removing Restrictions from Bay Pointe Landing on Lake Conroe, Section Two* – Clerk's File No. 2007-023884; Official Public Records of Real Property of Montgomery County, Texas

Mailing Address of the Association: 3500 West Davis, Suite 190
Conroe, Texas 77304

**Name and Mailing Address of
Person Managing the Association or
Designated Representative:**

Steve Durham
Investment Management Company
3500 West Davis, Suite 190
Conroe, Texas 77304
(936) 756-0032

Signed this 29th day of Jan., 2014.

INVESTMENT MANAGEMENT COMPANY

By:

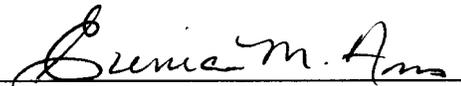


STEVE DURHAM, President

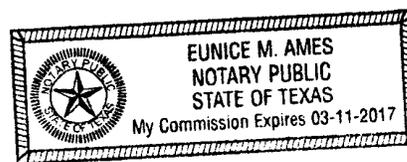
STATE OF TEXAS §

COUNTY OF MONTGOMERY §

This instrument was acknowledged before me on the 29th day of Jan., 2014, by STEVE DURHAM, President of Investment Management Company, the management company for BAY POINTE LANDING ON LAKE CONROE HOMEOWNER'S ASSOCIATION, INC., a Texas non-profit corporation, on behalf of said corporation.



NOTARY PUBLIC, State of Texas



AFTER RECORDING RETURN TO:

The Fowler Law Firm
300 West Davis, Suite 510
Conroe, Texas 77301

FILED FOR RECORD

01/30/2014 3:40PM

Mark Tumbull

COUNTY CLERK
MONTGOMERY COUNTY, TEXAS

STATE OF TEXAS

COUNTY OF MONTGOMERY

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

01/30/2014



Mark Tumbull

County Clerk
Montgomery County, Texas