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087-01-1688

REAL PROPERTY RECORDS

8130828 DECLARATION OF COVENANTS, CONDITIONS,
RESTRICTIONS, RESERVATIONS AND EASEMENTS
DEL LAGO SECTION NO. 1 (PATIO LOTS)

THIS DECLARATION of Covenants, Conditions, Restrictions, Reservations and Easements (herein called the "Declaration") is made as of the 17th day of August, 1981, by LAKE CONROE INTERESTS, INC., a Texas corporation (herein called "Declarant").

W I T N E S S E T H:

WHEREAS, Declarant owns and desires to develop the "Property", as hereinafter defined; and

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

WHEREAS, Declarant has placed of record with respect to the Property a Reservation of Architectural Control which has been recorded in the Real Property Records of Montgomery County, Texas, under County Clerk's File No. 8130825 and

WHEREAS, Declarant has placed of record with respect to the Property a Declaration of Covenants, Conditions, Assessments, Charges, Servitudes, Liens, Reservations and Easements, which Declaration has been recorded in the Real Property Records of Montgomery County, Texas, under County Clerk's File No. 8130826; and

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

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

ARTICLE I

DEFINITIONS

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

A. "Architectural Control Committee" shall mean the Declarant or, if and when applicable, a committee appointed by Declarant, all as set forth in that certain Reservation of Architectural Control executed by Declarant and recorded under County Clerk's File No. 8130825 in the Real Property Records of Montgomery County, Texas.

B. "Covenants" shall mean the covenants, conditions, restrictions, reservations, easements and other provisions set forth herein.

C. "Declarant" shall mean Lake Conroe Interests, Inc., a Texas corporation, and the successors and assigns of Declarant's rights and powers hereunder.

D. "Declaration" shall mean this Declaration of Covenants, Conditions, Restrictions, Reservations and Easements.

E. "Declaration of Covenants" shall mean the above described Declaration of Covenants, Conditions, Assessments, Charges, Servitudes, Liens, Reservations and Easements.

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

G. "Property" shall mean:

(1) At the time of recordation of this Declaration, the land described on Exhibit "A" attached hereto and made a part hereof for all purposes; and

(2) From and after the addition of each parcel of land subjected to this Declaration pursuant to Article X hereof, each such new parcel of land.

H. "Subdivision" shall mean the residential subdivision located in Montgomery County, Texas, and known as "del Lago, Section One," according to the plat of said subdivision recorded under County Clerk's File No. 8130629 in the Map and Plat Records of Montgomery, Texas, as the same may be amended or supplemented from time to time.

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

ARTICLE II

COVENANTS BINDING ON PROPERTY, OWNERS, AND ASSOCIATION

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

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

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

ARTICLE III

DESIGNATION OF TYPES OF LOTS

3.01 Golf Course Lots. All Lots in the Property having a common boundary with the golf course as shown on the Plat are hereby designated as "Golf Course Lots".

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

3.03 Determination of Designation. The Architectural Control Committee shall have the exclusive and final right and authority to classify or designate any Lot as being any one of the above described

designations in the event of any reasonable doubt as to the classification of such Lot.

ARTICLE IV

GENERAL RESTRICTIONS

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

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

4.03 Minimum Square Footage. The living area of the main residential structure (exclusive of porches, whether open or screened, garage or other car parking facility, terraces, driveways and servants' quarters) on each Lot shall be not less than 1,400 square feet for a one-story Dwelling Unit and not less than 1,600 square feet for a one and one-half or two story Dwelling Unit.

4.04 Setbacks. One side of each Lot shall be designated by the Architectural Control Committee as the zero lot line. Dwelling Units may be constructed flush with the zero lot line. The side of a Dwelling Unit adjacent to or facing the zero lot line may not contain windows or doors unless otherwise approved by the Architectural Control Committee. No Permanent Improvement or any part thereof, including roof overhang, may be nearer than five (5) feet to the lot line opposite the zero lot line. No Dwelling Unit may be located nearer than fifteen (15) feet to the rear property line of the Lot, and no Permanent Improvement may be located on any Lot nearer to the front street line of such Lot than the setback established on the Plat. Where any setback line established on the Plat is more restrictive than the foregoing, such setback line shall control.

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

4.06 Bulk Heading. Lakefront Lots may be bulk headed at the Owner's expense. All plans for such bulk heading must be approved by the Architectural Control Committee, the San Jacinto River Authority and any other applicable governmental authority. All bulk heads must be constructed strictly in accordance with the approved plans and specifications.

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

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

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

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

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

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

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

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

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

4.16 Drying Yard. The drying of clothes in public view is prohibited, and each Owner of a Lot at the intersection of streets or adjacent to parks, playgrounds or other facilities where the rear

yard or portion of such Lot is visible to the public, shall construct and maintain a drying yard or other suitable enclosure to screen drying clothes from public view.

ARTICLE V

SPECIAL RESTRICTIONS

5.01 Golf Course Lots. In addition to the General Restrictions set forth in Article IV, the following restrictions shall apply to Golf Course Lots:

(a) No wall, fence, planter, hedge or other screening device shall be constructed or permitted without the prior written consent of the Architectural Control Committee.

(b) Any garage or other structure must be attached to the main residence and must not be nearer than fifteen (15) feet to the common boundary separating such Lot from the golf course without the prior written approval of the Architectural Control Committee.

(c) No Owner of any Golf Course Lot shall grow or permit the growth of any variety of grass or other vegetation which is inimical to standard golf course grasses or vegetation.

ARTICLE VI

IMPROPER MAINTENANCE BY OWNER

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

ARTICLE VII

PARTY WALLS

7.01 General Rules of Law to Apply. Any wall which is built as a part of the original construction of two Dwelling Units and placed on the dividing line between two Lots shall constitute a party wall, and, to the extent not inconsistent with the provisions of this Article, the general rules of law regarding party walls and liability for property damage due to negligence or willful acts or omissions shall apply thereto.

7.02 Sharing of Repair and Maintenance. The cost of reasonable repair and maintenance of a party wall shall be shared by the Owners who make use of the wall in proportion to such use.

7.03 Destruction by Fire or Other Casualty. If a party wall is destroyed or damaged by fire or other casualty, any Owner who has used the wall may restore it, and if the other Owners thereafter make use of the wall, they shall contribute to the cost of restoration thereof in proportion to such use without prejudice, however, to the right of any such Owner to call for a larger contribution from the others under rules of law regarding liability for negligence or willful acts or omissions.

7.04 Weather Proofing. Notwithstanding any other provision of this Article, an Owner who by his negligence or willful act causes the party wall to be exposed to the elements shall bear the whole cost of furnishing the necessary protection against such elements.

7.05 Right to Contribution Runs with the Land. The right of any Owner to contributions from any other Owner under this Article shall be appurtenant to the land and shall pass to such Owner's successors in title.

7.06 Architectural Control Committee Approval. No party walls shall be constructed on any Lot without the prior written approval of the Architectural Control Committee. The inclusion in this Declaration of this Article VII and Article VIII shall not imply any obligation to approve party walls, it being expressly provided that the Architectural Control Committee may approve or disapprove any party wall as it deems proper in its sole discretion.

ARTICLE VIII

INSURANCE

8.01 Applicability. The provisions of this Article VIII shall apply only to those Lots (if any), and the Owners thereof, on which are constructed Dwelling Units having one or more party walls as defined in Section 7.01.

8.02 Fire Insurance - Dwelling Unit Improvements on Lots. Each Owner shall purchase at his expense and maintain fire and hazard insurance coverage with respect to the Dwelling Unit on his Lot. Any such insurance shall be for the highest insurable value of such Dwelling Unit and shall contain a replacement cost endorsement. Such insurance shall contain a loss payable endorsement in favor of the Trustee hereinafter described. Upon the request of the Association, each Owner shall furnish to the Association, immediately, evidence of such insurability.

8.03 Trustee. All available insurance proceeds, payable under insurance policies described in Section 8.01 hereof, and subject to the rights of the mortgagees under Section 8.03 hereof, shall be paid to the Trustee, to be held and expended for the benefit of the Owners, mortgagees, and others as their respective interests shall appear. The Trustee shall be a commercial bank, savings and loan association, title company or other entity in Harris County or Montgomery County, Texas, designated by the Association which, at the request of the Association, has agreed in writing to accept such trust. In the event repair or reconstruction is authorized, the Association shall have the duty to contract for such work as provided for herein.

8.04 Mortgagee's Rights. With respect to insurance coverage under Section 8.01 of this Article, any mortgagee of record shall have the option to apply insurance proceeds payable to it in reduction of the obligations secured by its mortgage. For purposes hereof a "mortgagee" shall mean a person or entity to whom a mortgage is made or who is the beneficiary of a deed of trust. For purposes hereof, "available insurance proceeds" shall mean the net insurance proceeds to be paid to the Owner or the Trustee after the mortgagee has made his election hereunder.

8.05 Owner's Additional Insurance. An Owner may carry such additional personal liability and property damage insurance respecting his individual Dwelling Unit as he may desire.

8.06 Damage and Destruction; Reconstruction. If any Dwelling Unit is damaged by fire or other casualty, the Owner of such Dwelling Unit shall immediately take all actions consistent herewith to rebuild such Dwelling Unit (with insurance proceeds, if available, or at his own cost) pursuant to the original plans and specifications for such Dwelling Unit. If said damage is limited to a single Lot or Dwelling Unit, all available insurance proceeds shall be paid by the Trustee to the Owner of such Lot or Dwelling Unit and the Owner shall use the same to rebuild or repair such Dwelling Unit in accordance with the original plans and specifications therefor. If such damage extends to two or more Lots or Dwelling Units, then:

(a) Reconstruction or Repair by Association. If the available insurance proceeds initially offered or paid by the insurer do not exceed the sum of Twenty Thousand and no/100 Dollars (\$20,000.00) and the cost of repairing or rebuilding does not exceed the amount of available insurance proceeds by more than Three Thousand and no/100 Dollars (\$3,000.00), such insurance proceeds shall be paid to the Trustee hereinbefore designated in Section 8.02 hereof. The Association shall thereupon contract to repair or rebuild the damaged portions of the Dwelling Units in accordance with the original plans and specifications therefor and the funds held in the insurance trust fund shall be used for this purpose. If the available insurance proceeds are insufficient to pay all the costs of repairing or rebuilding, the Association in order to make up any deficiency shall levy a special assessment on all Owners of the Dwelling Units so damaged and their Dwelling Units on a pro rata basis determined in accordance with the amount of damage done to each of the Dwelling Units (which determination shall be made by Board in its sole discretion);

(b) Other Situations. If subparagraph (a) is inapplicable, then:

(1) Payment to Trustees. All available insurance proceeds shall be paid to the Trustee designated by the Association to be held for the benefit of the Owners of the damaged Dwelling Units as their respective interests may appear. The Association is authorized to enter on behalf of such Owners into a construction agreement, consistent with these restrictions, with such Trustee and a contractor relating to the rebuilding of such damaged Dwelling Units, all in accordance with the following procedure;

(2) Procedure. The Association shall obtain firm bids (including the right but not the obligation to obtain payment and performance bonds) from three (3) or more responsible contractors to rebuild the damaged Dwelling Units in accordance with their original plans and specifications and shall, as soon as possible thereafter, call a special meeting of the Owners of such damaged Dwelling Units to consider such bids. Each such bid shall be itemized so that the total cost in rebuilding the damaged Dwelling Unit of such Owner will be set forth separately. At the meeting, such Owners shall accept the lowest bid as to rebuilding all of the damaged Dwelling Units, unless by 100% vote such Owners elect to accept a higher bid for such work. Upon acceptance of such bid, if the available insurance proceeds are insufficient to pay all the costs of repairing or rebuilding, the Association in order to make up any deficiency shall levy a special assessment on all Owners of the Dwelling Units so damaged and their Dwelling

Units on a pro rata basis determined in accordance with the amount of damage done to each of the Dwelling Units (which determination shall be made by the Board in its sole discretion).

If any Owner shall fail to pay any special assessment made pursuant to subparagraphs (a) or (b) of this Section 8.05 within thirty (30) days after the levy thereof, the Association may make up the deficiency by payment thereof, but said deficiency shall be replenished from the Owner of the damaged Dwelling Unit whether such Dwelling Unit is or is not so reconstructed. Any such deficiency shall be deemed to be a Maintenance Charge as defined in Article VI. Upon payment by such Owners or by the Association for the benefit of such Owners (as provided herein), the Association shall let the contract to the successful bidder.

ARTICLE IX

TERM; AMENDMENTS; TERMINATIONS

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

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

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

ARTICLE X

SUBJECTING ADDITIONAL LANDS TO THE DECLARATION

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

(a) describe the land to be included as a part of the Property;

(b) state that such land and the Permanent Improvements thereon are expressly subjected to all of the Covenants set forth in this Declaration; and

(c) state that the Owner, for and on behalf of his heirs, executors, administrators, successors, and assigns, agrees that he shall be personally liable for the Annual and Special Assessments and Maintenance Charges imposed hereunder and shall be personally bound by all Covenants set forth in this Declaration.

ARTICLE XI

MISCELLANEOUS

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

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

11.03 Rule Against Perpetuities. If any interest purported to be created by this Declaration is challenged under the Rule against Perpetuities or any related rule, the interest shall be construed as becoming void and of no effect as of the end of the applicable period of perpetuities computed from the date when the period of perpetuities starts to run on the challenged interest; the "lives in being" for computing the period of perpetuities shall be (a) those which would be used in determining the validity of the challenged interest, plus (b) those of the issue of the Board who are living at the time the period of perpetuities starts to run on the challenged interest.

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

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

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

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

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

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

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

11.11 Prior Recorded Instruments. This Declaration and all of the provisions hereof are expressly subject to all prior recorded documents affecting the Property, including without limitation the Declaration of Covenants and that certain Reservation of Architectural Control executed by Declarant and recorded in the Real Property Records of Montgomery County, Texas.

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

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

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

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

LAKE CONROE INTERESTS, INC.

By L. H. Homan, V.P.
L. H. Homan, Vice President

THE STATE OF TEXAS)
COUNTY OF MONTGOMERY

BEFORE ME, the undersigned authority, on this day personally appeared L. H. HOMAN, Vice President of LAKE CONROE INTERESTS, INC., a Texas corporation, known to me to be the person and officer whose name is subscribed to the foregoing instrument and acknowledged to me that he executed the same as the act and deed of said corporation for the purposes and consideration therein expressed and in the capacity therein stated.

GIVEN UNDER MY HAND AND SEAL OF OFFICE this the 17th day of August, 1981.



My Commission Expires: 2-29-81

Stanley Hall
Notary Public in and for
The State of Texas.

087-01-1699

EXHIBIT "A"

All of Lots 1 through 58 (inclusive) in Block 4 and all of the land constituting same as shown on a plat of del Lago Section No. 1, a subdivision of Montgomery County, Texas, as recorded in Volume C, Page 1688 of the Map and Plat Records of Montgomery County, Texas.

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

AUG 17 1991



Roy Harris

COUNTY CLERK,
MONTGOMERY COUNTY, TEXAS

FILED FOR RECORD

1991 AUG 17 PM 2:06

Roy Harris
COUNTY CLERK
MONTGOMERY COUNTY, TEXAS