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THE STATE OF TEXAS 00998

KNOW ALL MEN BY THESE PRESENTS:

COUNTY OF WALKER

That Lakewood Hills, a joint venture consisting of Statewide Lumber Company, First General Realty Corporation, and Clear Lake Savings Association, each a Texas corporation, having its principal place of business in Houston, Harris County, Texas (hereinafter called the "Developer"), being the owner of that certain tract of land which has heretofore been platted into that certain subdivision known as "Elkins Lake, Section Three A", according to the plat of said subdivision recorded in the Office of the County Clerk of Walker County, Texas, on MARCH 21, 1973, after having been approved as provided by law, and being recorded in Volume I, Pages 3 of the Deed and Plat Records of Walker County, Texas, and desiring to create and carry out a uniform plan and scheme for the improvement, development and sale of property in said Elkins Lake, Section Three A (herein referred to as "the Subdivision") does hereby adopt, establish, promulgate and impress the following Reservations, Restrictions and Covenants, which shall be and are hereby made applicable to the Subdivision:

1.

GENERAL PROVISIONS

Applicability

1. Each Contract, Deed or Deed of Trust which may hereafter executed with respect to any property in the Subdivision shall be deemed and held to have been executed, delivered and accepted subject to all of the provisions of this instrument, including, without limitation, the Reservations, Restrictions and Covenants herein set forth, regardless of whether or not any of such provisions are set forth in said Contract, Deed or Deed of Trust, and whether or not referred to in any such instrument.

Dedication

2. The streets and roads shown on said recorded plat are dedicated to the use of the public. The utility easements shown thereon are dedicated subject to the reservations hereinafter set forth.

Reservations

3. a. The utility easements shown on the recorded plat are dedicated with the reservation that such utility easements are for the use and benefit of any public utility operating in Walker County, Texas, as well as for the benefit of the Developer and the property owners in the Subdivision to allow for the construction, repair, maintenance and operation of a system or systems of electric light and power, telephone lines, gas, water, sanitary sewers, storm sewers and any other utility or service which the Developer may find necessary or proper.

b. The title conveyed to any property in the Subdivision shall not be held or construed to include the title to the water, gas, electricity, telephone, storm sewer or sanitary sewer lines, poles, pipes, conduits or other appurtenances or facilities constructed by the Developer or public utility companies upon, under, along, across or through such public utility easements; and the right (but no obligation) to construct, maintain, repair and operate such systems, utilities, appurtenances and facilities is reserved to the Developer, its successors and assigns.

c. The right to sell or lease such lines, utilities, appurtenances or other facilities to any municipality, governmental agency, public service corporation or other party is hereby expressly reserved to the Developer.

d. The Developer reserves the right to make minor changes in and minor additions to such utility easements for the purpose of more efficiently serving the Subdivision or any property therein.

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e. Neither the Developer, nor its successors or assigns, using said utility easements shall be liable for any damage done by any of such parties or any of their agents or employees to shrubbery, trees, flowers or other property of the land owner situated on the land covered by said utility easements.

f. The Developer reserves the right to construct one or more esplanades in the areas where esplanades are shown on the recorded plat. The Developer further reserves the right to improve, landscape, alter, modify and eliminate any one or more of such esplanades (or reinstall one or more of such esplanades) at any time, and from time to time, hereafter.

g. The Developer reserves the right at any time, and from time to time, hereafter to promulgate and impose restrictions (as well as vary and amend any such restrictions) as to all or any portion of the unrestricted reserve areas of the Subdivision identified on the aforesaid plat as "reserve". Any such action by the Developer shall not, in order to be fully binding, require the joinder of any other person, whether such person be an owner of property in the Subdivision, a lienholder, a mortgagee, a Deed of Trust beneficiary or any other person. This Instrument does not affect or restrict any of the aforesaid reserves.

Duration

4. The provisions hereof, including the Reservations, Restrictions and Covenants herein set forth, shall run with the land and shall be binding upon the Developer, its successors and assigns, and all persons or parties claiming under it or them for a period of thirty-five (35) years from the date hereof, at which time all of such provisions shall be automatically extended for successive periods of ten (10) years, each, unless prior to the expiration of any such period of thirty-five (35) years or ten (10) years, the then owners of a majority of lots in the Subdivision shall have executed and recorded an instrument changing the provisions hereof, in whole or in part, the provisions of said instrument to become operative at the expiration of the particular period in which such instrument is executed and recorded, whether such particular period be the aforesaid thirty-five (35) year period or any successive ten (10) year period thereafter.

Enforcement

5. In the event of any violation or attempted violation of any of the provisions hereof, including any of the Reservations, Restrictions or Covenants herein contained, 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 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. It shall be lawful for the Developer or for any person or persons owning property in the Subdivision (or in any other Section of Elkins Lake) to prosecute any proceedings at law or in equity against the person or persons violating or attempting to violate any of such provisions.

Partial Invalidity

6. In the event that any portion of the provisions hereof shall become or be held invalid, whether by reason of abandonment, waiver, estoppel, judicial decision or otherwise, such partial invalidity shall not affect, alter or impair any other provision hereof which was not thereby held invalid; and such other provisions, including Restrictions, Reservations and Covenants shall remain in full force and effect, binding in accordance with their terms.

Effect of Violations on Mortgages

7. No violation of the provisions herein contained, on any portion thereof, shall affect the lien of any Mortgage of Deed of Trust presently or hereafter placed of record or other wise affect the rights of the Mortgagee under any such Mortgage, holder of any such lien or beneficiary of any such Deed of Trust; and any such Mortgage, lien or Deed of Trust may, nevertheless, be enforced in accordance with its terms, subject, nevertheless to the provisions herein contained, including said Reservations, Restrictions and Covenants.

II.

ARCHITECTURAL CONTROL

Basic Rule

8. No building or other improvements of any character shall be erected or placed, or the erection or placing thereof commenced, or changes made in the design thereof or any addition made thereto or exterior alteration made therein after original construction, on any property in the Subdivision until the obtaining of the necessary approval (as hereinafter provided) of the construction plans and specifications and a plat showing the location of such building or other improvements. Such plans and specifications shall also include and cover all landscaping work which is proposed to be done on the property. Approval shall be granted or withheld based on matters of compliance with the provisions of this instrument, quality of materials, harmony of external design with existing and proposed structures and location with respect to topography and finished grade elevation.

Architectural Control Authority

9. a. The authority to grant or withhold architectural control approval as referred to above is vested in the Developer; except, however, that such authority of the Developer shall cease and terminate upon the election of the Elkins Lake Architectural Control Committee, in which event such authority shall be vested in and exercised by the Elkins Lake Architectural Control Committee (as provided in b. below), hereinafter referred to, except as to plans and specifications and plats theretofore submitted to the Developer which shall continue to exercise such authority over all such plans, specifications and plats.

b. At such time as all of the lots in the Subdivision and in all other Sections of Elkins Lake (as platted, from time to time, hereafter) shall have been sold by the Developer, then the Developer shall cause a statement of such circumstances to be placed of record in the Deed Records of Walker County, Texas. Thereupon, the lot owners in Elkins Lake may by vote, as hereinafter provided, elect a committee of three (3) members to be known as the Elkins Lake Architectural Control Committee (herein referred to as the "Committee"). Each member of the Committee must be an owner of property in some section of Elkins Lake. Each lot owner shall be entitled to one (1) vote for each whole lot or building site owned by that owner. In the case of any building site composed of more than one (1) whole lot, such building site owner shall be entitled to one (1) vote for each whole lot contained within such building site.

The Developer shall be obligated to arrange for the holding of such election within sixty (60) days following the filing of the aforesaid Statement by the Developer in the Deed Records of Walker County, Texas, and give notice of the time and place of such election (which shall be in Walker County, Texas) not less than five (5) days prior to the holding thereof. Nothing herein shall be interpreted to require that the Developer actually file any such Statement so long as it has not subdivided and sold the entirety of the property described on attached Exhibit "A", nor to affect the time at which the Developer might take such action if, in fact, the Developer does take such action.

Votes of owners shall be evidenced by written ballot furnished by the Developer (or the Committee, after the initial election) and the Developer (or the Committee, after the initial election) shall maintain said ballots as a permanent record of such election for a period of not less than four (4) years after such election. Any owner may appoint a proxy to cast his ballot in such election, provided that his written appointment of such proxy is attached to the ballot as a part thereof.

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The results of each such election shall promptly be determined on the basis of the majority of those owners then voting in such election.

The results of any such election and of any removal or replacement of any member of the Committee may be evidenced by the recording of an appropriate instrument properly signed and acknowledged in behalf of the Developer or by a majority of the then property owners voting in such election.

After the first such election shall have been held, thereafter the Committee shall be obligated to arrange for elections (in the manner and after notice as set forth above) for the removal and/or replacement of Committee members when so requested in writing by thirty (30) or more lot owners in the Subdivision. Members of the Committee may, at any time, be relieved of their position and substitute members therefor designated by vote as set forth above.

Upon the death, resignation, refusal or inability of any member of the Committee to serve, the remaining members of the Committee shall fill the vacancy by appointment, pending an election as hereinabove provided for.

If the Committee should fail or refuse to take any action herein provided to be taken by the Committee with respect to setting elections, conducting elections, counting votes, determining results and evidencing such results, or naming successor Committee members, and such failure or refusal continues for a period which is unreasonably long (in the exclusive judgment of the Developer, then the Developer may validly perform such function).

c. The members of the Committee shall be entitled to such compensation for services rendered and reimbursement for reasonable expenses incurred as may, from time to time, be authorized or approved by the Developer. All such sums payable as compensation and/or reimbursement shall be payable only out of the "Maintenance Fund", hereinafter referred to.

Effect of Inaction

10. Approval or disapproval as to architectural control matters as set forth in the preceding provisions shall be in writing. In the event that the authority exercising the prerogative of approval or disapproval (whether the Developer or the Committee) fails to approve or disapprove in writing any plans and specifications and plat submitted to it in compliance with the preceding provisions within thirty (30) days following such submission, such plans and specifications and plat shall be deemed approved and the construction of any such building and other improvements may be commenced and proceeded with in compliance with all such plans and specifications and plat and all of the other terms and provisions hereof.

Effect of Approval

11. The granting of the aforesaid approval shall constitute only an expression of opinion, whether by the Developer or the Committee, that the terms and provisions hereof shall be complied with if the building and/or other improvements are erected in accordance with said plans and specifications and plat; and such approval shall not constitute any nature of waiver or estoppel either as to the persons expressing such approval or any other person in the event that such building and/or improvements are not constructed in accordance with such plans and specifications and plat, or in the event that such building and/or improvements are constructed in accordance with such plans and specifications and plat, but, nevertheless, fail to comply with the provisions hereof. Further, no person exercising any prerogative of approval or disapproval shall incur any liability by reason of the good faith exercise thereof. Exercise of any such prerogative by one (1) or more members of the Committee in their capacity as such shall not constitute action by the Developer after the election of such Committee members, notwithstanding that any such Committee member may be a Director of the Developer.

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BY R. HAMMOND DEPUTY

III.

DESIGNATION OF TYPES OF LOTS

12. a. All lots in the Subdivision having a common boundary with any portion of Azalea Lake (Reserve "G") as shown on the recorded plat, (including lots 1 through 17 inclusive, Block 38), and Lot 1, Lot 22 through 38, inclusive, Block 35) are hereby designated as "Lakefront Lots".

b. All lots in the Subdivision having a common boundary with any portion of Camellia Lake (Reserve "F") as shown on the recorded plat, (including lots 64 through 80 inclusive, Block 25 and lots 1, 7 through 9 inclusive, 14 through 16 inclusive, 19 through 29 inclusive, Block 33) are hereby designated as "Lakefront Lots".

c. Lots 1 through 3, inclusive, Block 39, are hereby designated as "Parkfront Lots". Lot 3, Block 40 is designated as a "Parkfront Lot".

13. All lots in the Subdivision which are not either Lakefront Lots as defined in paragraph 12a and 12b or Parkfront Lots as defined in Paragraph 12c, are hereby designated as "Town and Country Lots".

14. The "General Restrictions" set forth in IV below shall be applicable to all types of lots in the Subdivision hereinabove enumerated and designated. The "Special Restrictions" set forth in V below shall, in addition to the General Restrictions, apply to the particular type of lots in the Subdivision so indicated.

IV.

GENERAL RESTRICTIONS

15. No building shall be erected, altered or permitted to remain on any lot other than one (1) detached single-family residential dwelling not to exceed two (2) stories in height and a private garage (or other covered car parking facility) for not more than three (3) automobiles and other than bona fide servants' quarters; provided however, that the servants quarters structure shall not exceed the main dwelling in area, height or number of stories. For purposes of this instrument, the word "lot" shall not be deemed to include any portion of the following areas shown on the recorded plat: the golf course; any esplanade; any unrestricted area shown on the plat.

16. 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) shall be not less than the following respective amounts for each of the designated particular types of lots:

Lakefront lots and Parkfront lots: 1,800 sq. ft. for a one-story dwelling; 2,400 sq. ft. for a two-story dwelling, with 1,400 sq. ft. thereof on the first floor;

Town and Country lots: 1,500 sq. ft. for a one-story dwelling; 2,000 sq. ft. for a two-story dwelling, with 1,200 sq. ft. thereof on the first floor.

The exterior materials of the main residential structure and any attached garage (or other attached car parking facility) on all lots shall be not less than fifty-one percent (51%) masonry. A detached garage (or other detached car parking facility) may be of wood.

17. No building shall be located on any lot nearer to the front street line or nearer to the street side line than the minimum building set-back lines shown on the aforesaid plat (designated thereon as "B.L."). Subject to the provisions of Paragraph 18 no building shall be located nearer than five (5) feet to an interior side lot line, except that a garage or other permitted building located forty (40) feet or more from the front lot line may be a minimum distance of three (3) feet from an interior side lot line. For the purpose of this covenant, eaves, steps and unroofed terraces shall not be considered as part of a building, provided, however, that this shall not be

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construed to permit any portion of the construction on a lot to encroach upon another lot.

18. Any owner of one or more adjoining lots (or portions thereof) may consolidate such lots or portions into one building site, with the privilege of placing or constructing improvements on such resulting site, in which case side set-back lines shall be measured from the resulting side property lines rather than from the lot lines as indicated on the recorded plat. Any such composite building site must have a frontage at the building set-back line of not less than the minimum frontage of lots in the same block. Any such composite building site (or building site resulting from the remainder of one or more lots having been consolidated into a composite building site) must be of not less than nine thousand (9,000) square feet in area (and this shall supersede any contrary provision in the Subdivision plat). Any modification of a building site (changing such building site from either a single lot building site or from a multiple whole lot building site), whether as to size or configuration, may be made only with the prior written approval of the Developer until the Committee is selected and thereafter, only with the prior written approval of the Committee. Upon any such required approval having been obtained, such composite building site shall thereupon be regarded as a "lot" for all purposes hereunder, except, however, that for purposes of voting for the Committee (as provided under Paragraph 9.b. above), an owner shall be entitled to one (1) vote for each whole lot within such owner's building site.

19. All lots in the Subdivision 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 Subdivision shall be used for any commercial, business or professional purpose nor for church purposes. The renting or leasing of any improvements thereon or portion thereof, without the prior written consent of Developer, is prohibited. No house trailer, camper trailer, camper vehicle or motor vehicle (or portion thereof) shall be lived in on any lot.

20. At the time of initial construction of improvements on any lot in the Subdivision, the owner of each lot shall expend not less than \$500.00 for planting of grass and shrubbery and other landscaping work; and such grass, shrubbery, and landscaping shall be maintained in an attractive condition at all times.

21. No structure of a temporary character, trailer, basement, tent, shack, garage, barn or other outbuilding shall be used on any lot at any time as a residence, except, however, that a garage may contain living quarters for bona fide servants and except also that a field office, as hereinafter provided, may be established.

Until the Developer has sold all other lots in Elkins Lake (and during the progress of construction of residences in the Subdivision), a temporary field office for sales and related purposes may be located and maintained by the Developer (and/or its sales agents). The location of such field office may be changed, from time to time, as lots are sold. The Developer's right to maintain such field office (or permit such field office to be maintained) shall cease when all lots in Elkins Lake, except the lot upon which such field office is located, have been sold.

22. No animals, livestock or poultry of any kind shall be raised, bred or kept on any lot, except that dogs, cats or other common household pets may be kept as household pets provided they are not kept, bred or maintained for commercial purposes and provided they do not constitute a nuisance and do not, in the sole judgment of the Developer constitute a danger or potential or actual disruption of other lot owners, their families or guests.

23. Where a wall, fence, planter or hedge is not specifically prohibited under the Special Restrictions set forth in V below, the following (as to any permitted wall, fence, planter or hedge) shall apply: No wall, fence, planter or hedge in excess of two (2) feet high shall be erected or maintained nearer to the front lot line than the front building set-back line, nor on corner lots nearer to the side lot line than the building set-back line parallel to the side street. No rear fence, wall or hedge and no side fence, wall or hedge located between the side building line and the interior lot line (or located on the interior lot line) shall be more than six (6) feet high.

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In order to avoid obstructing lines-of-sight at street intersections, no object in excess of two (2) feet in height above the grade level of the curb at that location shall be permitted on corner lots within a triangular area which is formed by drawing a line which connects a point twenty-five (25) feet back from the intersection along the front boundary of such lot on the street it faces with another point twenty-five (25) feet back from the intersection along the side boundary of such lot on the street which runs along such side.

24. The drying of clothes in public view is prohibited, and the owners or occupants of any lots at the intersection of streets or adjacent to parks, playgrounds or other facilities where the rear yard or portion of the lot is visible to the public, shall construct and maintain a drying yard or other suitable enclosure to screen drying clothes from public view.

25. 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 all weeds and grass thereon cut and shall in no event use any lot for storage of material or equipment except for normal residential requirements or incident to construction of improvements thereon as herein permitted, or permit the accumulation of garbage, trash or rubbish of any kind thereon, and shall not burn any garbage, trash or rubbish. All clothes lines, yard equipment or storage piles shall be kept screened by a service yard, drying yard or other similar facility as herein otherwise provided, so as to conceal them from view of neighboring lots, streets or other property. Boats, trailers and other parked vehicles are to be stored in a location no closer to the street than the front building set-back line, or in the case of a corner lot the side building line facing the street.

In the event of default on the part of the owner or occupant of any lot in observing the above requirements or any of them, such default continuing after ten (10) days written notice thereof, the Developer (until the Committee is selected, and thereafter, the Committee) may, without liability to the owner or occupant in trespass or otherwise, enter upon (or authorize one or more others to enter upon) said lot, and cause to be cut, such weeds and grass, and remove or cause to be removed such garbage, trash and rubbish or do any other thing necessary to secure compliance with these restrictions, so as to place said lot in a neat, attractive, healthful and sanitary condition, and may charge the owner or occupant of such lot for the reasonable cost of such work and associated materials. The owner or occupant, as the case may be, agrees by the purchase or occupation of the property to pay such statement immediately upon receipt thereof; however, the payment of such charge is not secured by any nature of lien on the property.

26. Before initial residential occupancy, no sign, advertisement, billboard or advertising structure of any kind may be erected or maintained on any lot in the Subdivision without the prior approval of the Developer; and any such approval which is granted by the Developer may be withdrawn at any time by the Developer, in which event, the party granted such permission shall, within the period designated by the Developer (which in no event shall be less than five (5) days), thereupon remove same. After initial residential occupancy of improvements on any particular lot in the Subdivision, no sign, advertisement, billboard or advertising structure of any kind other than a normal for-sale sign approved by the Developer as to design, not exceeding two feet by three feet (2' x 3') erected on a post in the ground, and applicable to such lot alone, may be erected or maintained on such lot.

The Developer until the Committee is selected, and thereafter, the Committee, shall have the right to remove and dispose of any such prohibited sign, advertisement, billboard or advertising structure which is placed on any lot, and in so doing shall not be subject to any liability for trespass or other tort in connection therewith or arising from such removal nor in any way be liable for any accounting or other claim by reason of the disposition thereof.

27. The digging of dirt or the removal of any dirt from any lot is expressly prohibited except as necessary in conjunction with the landscaping of or construction on such lot. No trees shall be cut or removed except to provide room for construction of improvements or to remove dead or unsightly trees.

28. No outside aerial, pole or other device shall project above the highest ridge of the house by more than fifteen (15) feet.

29. No lot or other portion of Elkins Lake shall be used or permitted for hunting or for the discharge of any pistol, rifle, shotgun, or any other firearm, or any bow and arrow or any other device capable of killing or injuring.

30. Driveways shall be entirely of concrete (except however, some other material may be used with the prior permission of the Developer) and shall be constructed with a minimum width of nine (9) feet with expansion joints not more than twenty (20) feet apart, with one joint at the back of the street curb. The width of each driveway shall flair to a minimum of sixteen (16) feet and the curb shall be broken in such manner that the driveway may be at least four (4) inches thick at its end toward the street paving, and this extreme shall be poured against a horizontal form board to reduce the unsightly appearance of a raveling driveway.

31. Walks from the street curb to the residence shall have a minimum width of four (4) feet and shall be constructed entirely of concrete (except however, that some other material may be used with the prior consent of the Developer).

32. No outside toilets will be permitted, and no installation of any type of device for disposal of sewage shall be allowed which would result in raw or untreated or unsanitary sewage being carried into any water body. No septic tank or other means of sewage disposal may be installed unless approved by the proper governmental authorities having jurisdiction with respect thereto and the Developer.

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

V.

SPECIAL RESTRICTIONS

34. In addition to the General Restrictions set forth in IV above, the following restrictions shall apply to Lakefront and Parkfront Lots:

a. Only underground electric service shall be available for said lots and no above surface electric service wires will be installed outside of any structure. Underground electric service lines shall extend through and under said lots in order to serve any structure thereon, and the area above said underground lines and extending 2½ feet to each side of said underground line shall be subject to excavation, refilling and ingress and egress for the installation, inspection, repair, replacing and removing of said underground facilities by such utility company, and owners of said lots shall ascertain the location of said lines and keep the area over the route of said lines free of excavation and clear of structures, trees or other obstructions.

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b. No wall, fence, planter, hedge (or other improvement or object serving a like or similar purpose) shall be constructed or permitted without the prior written consent of the Developer. In no event shall the Developer approve any of the aforesaid along any lot line.

c. Any garage must be attached to the main residence and must be not nearer to the common boundary separating such lot from the reserve bordering such lot (in the case of Parkfront Lots) or the Lake Shore (in the case of Lakefront Lots), than the rear setback line shown on the aforesaid plat. This requirement for an attached garage supersedes any contrary requirements in IV above.

35. In addition to the general restrictions set forth in IV above and the special restrictions set forth in Paragraph 34 above, the following additional restrictions shall also apply to Lakefront Lots:

a. No pier or other structure (other than a bulkhead, as hereinafter referred to) shall be permitted which projects beyond the lot line or into the water (whether within or outside of the lot line).

b. A bulkhead may be constructed at the water's edge with or without a dock, which dock, if constructed, may extend not more than four(4') feet beyond the bulkhead (and dock, if any) have been approved by the Developer (or Architectural Control Committee, if selected) and such bulkhead (and dock, if any) is thereafter constructed in strict compliance with such plans and specifications.

c. A boat slip or place of mooring which is constructed at an indentation into such lot shall be permitted.

d. No wall, fence, planter, hedge or other improvement extending over four feet (4') above grade level shall be constructed or permitted closer to the lake shore than the rear setback line shown on the aforesaid plat.

36. In addition to the general restrictions set forth in IV above and the special restrictions applicable to such lots as set forth herein, the following additional restrictions shall also apply to the particular lots so indicated:

a. No improvements shall be erected upon any lot having a common boundary with any portion of the proposed Camilla Lake (designated as Reserve F on the plat) and also Lots 10 through 13 inclusive, Block 33 and Lots 18 and 19, Block 34 unless the foundation slab is not less than three hundred sixteen (316') feet above sea level.

b. No improvements shall be erected upon any lot having a common boundary with any portion of the proposed Azalea Lake (designated Reserve G on the plat) and also Lots 39, 40, and 53, Block 35, Lots 17 through 19 inclusive, Block 37, Lots 18 and 19, Block 38, and Lots 1 through 3 inclusive, Block 39 unless the foundation slab is not less than three hundred twenty-six (326') feet above sea level.

The Developer does not, by inclusion of these provisions in these provisions in these restrictions, make any representation as to the maximum height to which the proposed Camilla Lake, the proposed Azalea Lake or any other waters might rise or guarantee of protection against or assume any liability with respect to floods or other rising water nor shall Developer have any liability with respect to such matters.

VI

MAINTENANCE FUND

37. Each lot (or residential building site) in the Subdivision shall be and is hereby made subject to an annual maintenance charge, except as otherwise hereinafter provided.

38. The maintenance charge referred to shall be used to create a fund to be known as the "Maintenance Fund", and each such maintenance charge shall (except as otherwise hereinafter provided) be paid by the owner of each lot (or residential building site) annually, in advance, on or before January 1 st of each year, beginning 1972.

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COUNTY CLERK WALKER COUNTY
BY R. H. HARRIS DEPUTY

39. The exact amount of each maintenance charge will be determined by the Developer during the month preceding the due date of said maintenance charge. All other matters relating to the assessment, collection, expenditure and administration of the Maintenance Fund shall be determined by the Developer.

In addition to the maintenance charge herein referred to, each lot shall be subject to a monthly charge of \$.50 for street lighting services; such charge will be included in the monthly bill from Gulf States Utilities Company to such lot owner and shall be in addition to all other charges which such lot owner may incur for electric service.

40. The maintenance charge shall not, without the consent of the Developer, apply to lots owned by the Developer or owned by any person, firm, association or corporation engaged primarily in the building and construction business which has acquired title to any such lots for the sole purpose of constructing improvements thereon and thereafter selling such lots; however, upon any such sale of such lots by such person, firm, association or corporation to a purchaser whose primary purpose is to occupy and/or rent and/or lease such lot (and improvements thereon, if any) to some other occupant, then the maintenance charge shall thereupon be applicable to such lot; and the Developer hereby consents to the applicability of the maintenance charge to each such lot under the circumstances herein stated. Any transfer of title to any lot by any such person, firm, association or corporation engaged primarily in the building and construction business to a transferee engaged primarily in the building and construction business shall not result in the applicability of the maintenance charge to such lot owned by the transferee or any succeeding transferee primarily engaged in the building and construction business without the consent of the Developer. The Developer reserves the right at all times, in its own judgment and discretion, to exempt any lot in the Subdivision from the maintenance charge, and exercise of such judgment and discretion when made in good faith shall be binding and conclusive on all persons and interests. The Developer shall have the further right at any time, and from time to time; to adjust, alter or waive said maintenance charge from year to year as it deems proper; and the Developer shall have the right at any time to discontinue or abandon such maintenance charge, without incurring liability to any person whomsoever by filing a written instrument in the office of the County Clerk of Walker County, Texas, declaring any such discontinuance or abandonment.

41. The maintenance charges collected shall be paid into the Maintenance Fund to be held and used for the benefit, directly or indirectly, of the Subdivision; and such Maintenance Fund may be expended by the Developer for any purposes which, in the judgment of the Developer will tend to maintain the property values in the Subdivision, including, but not by way of limitation: Providing for the enforcement of the provisions of this instrument, including the aforesaid Reservations, Restrictions and Covenants; reasonable compensation and reimbursement to the Developer and members of the Committee with respect to services performed by such Developer and Committee members incident to their duties hereunder; for the maintenance, operation, repair, benefit and welfare of any recreational facilities which might hereafter be established in Elkins Lake; and generally for doing any other thing necessary or desirable in the opinion of the Developer to maintain or improve the property or the Subdivision. The use of the Maintenance Fund for any of these purposes is permissive and not mandatory, and the decision of the Developer with respect thereto shall be final, so long as made in good faith.

42. In order to secure the payment of the maintenance charge hereby levied, a vendor's lien shall be and is hereby reserved in the Deed from the Developer to the purchaser of each lot or portion thereof, which lien shall be enforceable through appropriate judicial proceedings by the Developer. Said lien shall be deemed subordinate to the lien or liens of any bank, insurance company or savings and loan association ("Institutional Lender") which hereafter lends money for the purchase of any property in the Subdivision, and/or for construction (including improvement) and/or permanent financing of improvements on any such property. All maintenance charges shall be due and payable thirty (30) days after the date of the invoice therefor. Such maintenance charges which

VOL. 254, PAGE 441

A TRUE COPY
I HEREBY CERTIFY, JAMES D. PATTON
COUNTY CLERK WALKER COUNTY
BY R. H. HARRIS DEPUTY

VOL. 254 PAGE 442

are not paid promptly when due, shall bear interest from and after the due-date at the rate of ten percent (10%) per annum, and the Developer shall be entitled to collect reasonable collection charges, including attorney's fees, with respect to any maintenance charge which is not paid promptly when due. Such interest, collection charges and attorney's fees shall be secured in like manner as the maintenance charge.

43. These provisions as to the maintenance charge and Maintenance Fund shall continue in effect unless changed in the manner and at the time or times hereinabove provided for effecting changes in the restrictive covenants hereinabove set forth.

VII.

TRANSFER OF FUNCTIONS OF THE DEVELOPER

44. The Developer may at any time hereafter cause a non-profit corporation to be organized under the laws of the State of Texas for the purpose of exercising all or any of the duties and prerogatives of the Developer hereunder (including the matters relating to maintenance charges and the Maintenance Fund). Any such delegation of authority and duties shall serve to automatically release the Developer from further liability with respect thereto and vest such duties and prerogatives in such non-profit corporation. Any such delegation shall be evidenced by an instrument amending this instrument, placed of record in the Deed Records of Walker County, Texas, and joined in by the Developer and the aforesaid non-profit corporation but not, however, requiring the joinder of any other person in order to be fully binding, whether such other person be an owner of property in the Subdivision, a lienholder, mortgagee, Deed of Trust beneficiary or any other person.

VIII.

BINDING EFFECT

45. All of the provisions hereof shall be covenants running with the land thereby affected. The provisions hereof shall be binding upon and inure to the benefit of the owners of the land affected and the Developer and their respective heirs, executors, administrators, successors and assigns.

WITNESS OUR HANDS at Houston, Texas, on this the 19th day of March, 1978.

LAKWOOD HILLS, a Joint Venture,
Consisting Of:

STATEWIDE LUMBER COMPANY

By [Signature]
Attest: [Signature]
Asst. Secretary

FIRST GENERAL REALTY CORPORATION

By [Signature]
SR. VICE PRESIDENT
Attest: [Signature]
Asst. Secretary



A TRUE COPY
HEREBY CERTIFY, JAMES D. PATTON
COUNTY CLERK WALKER COUNTY
BY [Signature] DEPUTY

CLEAR LAKE SAVINGS ASSOCIATION

BY [Signature]

Attest: Patricia H. Daykin
Asst. Secretary

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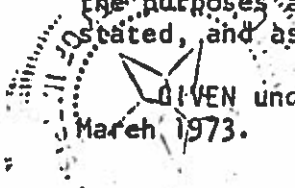
A TRUE COPY
I HEREBY CERTIFY, JAMES D. PATTON
COUNTY CLERK WALKER COUNTY
BY K. Hargrave DEPUTY

THE STATE OF TEXAS)

COUNTY OF HARRIS)

BEFORE ME, the undersigned authority, on this day personally appeared of STATEWIDE LUMBER COMPANY, INC. J. B. BELIN, Jr. - a corporation, known to me to be the person whose name is subscribed to the foregoing instrument, and acknowledged to me that he executed the same for the purposes and consideration therein expressed, in the capacity therein stated, and as the act and deed of said corporation.

GIVEN under my hand and seal of office, this the 19th day of March, 1973.



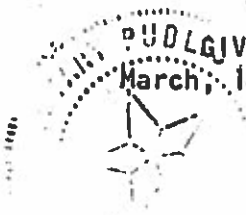
Mary E. Sappoport
Notary Public in and for
Harris County, Texas

THE STATE OF TEXAS)

COUNTY OF HARRIS)

BEFORE ME, the undersigned authority, on this day personally appeared of J. K. Ousey, Senior Vice President FIRST GENERAL REALTY CORPORATION a corporation, known to me to be the person whose name is subscribed to the foregoing instrument, and acknowledged to me that he executed the same for the purposes and consideration therein expressed, in the capacity therein stated, and as the act and deed of said corporation.

GIVEN under my hand and seal of office, this the 19th day of March, 1973.



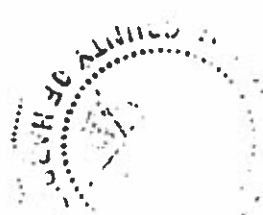
Mary Potter
Notary Public in and for
Harris County, Texas

THE STATE OF TEXAS)

COUNTY OF HARRIS)

BEFORE ME, the undersigned authority, on this day personally appeared Richard Allen of CLEAR LAKE SAVINGS ASSOCIATION a corporation, known to me to be the person whose name is subscribed to the foregoing instrument, and acknowledged to me that he executed for the the same for the purposes and consideration therein expressed, in the capacity therein stated, and as the act and deed of said corporation.

GIVEN under my hand and seal of office, this the 19th day of March, 1973.



Patricia H. Boykin
Notary Public in and for
Harris County, Texas
Patricia H. Boykin

THE STATE OF TEXAS,)
COUNTY OF WALKER) I, J. L. FERGUSON, CLERK OF THE COUNTY COURT, CERTIFY THAT THE FOREGOING INSTRUMENT WAS FILED FOR RECORD IN MY OFFICE THE 21 DAY OF March, 1973 AT 11:42 O'CLOCK A M., RECORDED ON THE 26 DAY OF March, 1973 AT 8:14 O'CLOCK a M.

BY Eva Carroll DEPUTY

J. L. Ferguson
COUNTY COURT, WALKER COUNTY, TEXAS

A TRUE COPY
HEREBY CERTIFY, JAMES D. PATTON
COUNTY CLERK WALKER COUNTY
BY [Signature]

01375

AMENDMENT TO
ELKINS LAKE, SECTION THREE A
RESERVATIONS, RESTRICTIONS
AND COVENANTS

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

WHEREAS, Statewide Lumber Company, First General Realty Corporation and Clear Lake Savings Association, each a Texas corporation, Joint Venturers in the Joint Venture known as Lakewood Hills (the "Developer") has caused Elkins Lake Recreation Corporation, a non-profit corporation, to be organized under the laws of the State of Texas for the purpose of exercising all of the duties of the Developer (including matters relating to maintenance charges, the Maintenance Fund, common area charges and the Common Area Fund and architectural control) under the Reservations, Restrictions and Covenants dated March 26, 1973 and duly recorded at Volume 254, Page 432 of the Deed Records of Walker County, Texas, hereinafter called the "Declaration";

WHEREAS, J.B. Belin, Jr., M.D. Belin and J.B. Belin, Jr. and M.D. Belin, as the Independent Co-Executors of the Estate of J.B. Belin, Sr., have succeeded to the interest of Statewide Lumber Company in Lakewood Hills; and Ameriway Service Corporation has succeeded to the interest of Clear Lake Savings Association in Lakewood Hills; and First Mortgage Company of Texas, Inc. has succeeded to the interest of First General Realty Corporation in Lakewood Hills;

WHEREAS, pursuant to Section VII of the Declaration, such delegation of authority and duties from the Developer to the Elkins Lake Recreation Corporation shall serve to automatically release the Developer from further liability with respect thereto and vest such duties in such non-profit corporation.

WHEREAS, pursuant to Section VII of the Declaration, such delegation shall be evidenced by an instrument amending the Declaration, placed of record in the Deed Records of Walker County, Texas and joined in by the Developer and Elkins Lake Recreation Corporation, without the joinder of any other property owner, and the Developer and Elkins Lake Recreation Corporation desire and agree it will be in the best interest of the subdivision to so amend the Declaration;

NOW THEREFORE, the Developer and Elkins Lake Recreation Corporation agree that the Declaration is hereby amended by adding the following paragraph thereto as the second paragraph to Section VII, to-wit:

The Developer and Elkins Lake Recreation Corporation agree that, except as provided below, all duties and prerogatives of the Developer hereunder (including matters relating to maintenance charges, the Maintenance Fund, common area charges and the Common Area Fund and architectural control) have been delegated by the Developer to the Elkins Lake Recreation Corporation and shall be exercised by the Elkins Lake Recreation Corporation. However, the Developer hereby reserves the right to exercise all architectural control privileges solely with respect to the lots ("Developer's Lots") in the Subdivision subject to the Declaration which are now owned by the Developer or hereafter acquired by Developer as to which the Developer currently is the beneficiary of a lien, Developer acknowledging that the Developer's exercise of architectural control privileges with respect to the Developer's Lots shall conform with the provisions of the Declaration relating thereto. Elkins Lake Recreation Corporation

A TRUE COPY
HEREBY CERTIFY, JAMES D. PATTON
COUNTY CLERK WALKER COUNTY
BY *Mella* Deputy

RECORDED

APR 4 1989

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JAMES D. PATTON - County Clerk

acknowledges that the maintenance charge described in Article VI of the Declaration shall not, without the consent of the Developer, apply to the Developer's Lots or the lots now or hereafter acquired by a builder, as more particularly described in the Declaration.

EXECUTED this 28th day of FEBRUARY, 1988.

LAKWOOD HILLS, a Texas joint venture, by its undersigned Venturers:

By: Ameriway Service Corporation

By: W. Leroy Land
Name: W. LEROY LAND
Title: PRESIDENT

By: First Mortgage Company of Texas

By: James R. Moore
Name: JAMES R. MOORE
Title: VICE PRESIDENT

By: J.B. Belin, Jr.
Name: J.B. Belin, Jr.

By: M.D. Belin
Name: M.D. Belin

By: Independent Co-Executors of the Estate of J.B. Belin, Sr.

By: J.B. Belin, Jr.
Name: J.B. Belin, Jr.

By: M.D. Belin
Name: M.D. Belin

ELKINS LAKE RECREATION CORPORATION

By: John C. Kraus
Name: JOHN C. KRAUS
Title: VICE PRESIDENT

ELKINS LAKE RECREATION CORPORATION

By: Lester L. Groce
Name: LESTER L. GROCE
Title: PRESIDENT

RECORDED

APR 4 1989

JAMES D. PATTON - County Clerk

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TRUE COPY
HEREBY CERTIFY, JAMES D. PATTON
COUNTY CLERK WALKER COUNTY
BY M. J. [Signature] DEPUTY

STATE OF TEXAS §
COUNTY OF Harris §

This instrument was acknowledged before me on this 28th day of February, 1989, by W. Leroy Land, President of Ameriway Service Corporation, venturer of Lakewood Hills, a Texas joint venture, on behalf of said venture.

Paul R. Stone
NOTARY PUBLIC, STATE OF TEXAS

STATE OF TEXAS §
COUNTY OF HARRIS §

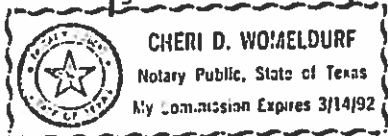
This instrument was acknowledged before me on this 15th day of February, 1989, by James R. Moore, Vice President of First Mortgage Company of Texas, venturer of Lakewood Hills, a Texas joint venture, on behalf of said venture.

Barbara J. Puckett
NOTARY PUBLIC, STATE OF TEXAS

STATE OF TEXAS §
COUNTY OF Fort Bend §

BARBARA J. PUCKETT
Notary Public - State of Texas
My Commission Expires 11-17-89

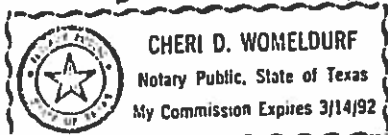
This instrument was acknowledged before me on this 2nd day of February, 1988, by J.B. Belin, Jr., venturer of Lakewood Hills, a Texas joint venture, on behalf of said venture.



Cheri D. Womeldurf
NOTARY PUBLIC, STATE OF TEXAS

STATE OF TEXAS §
COUNTY OF Fort Bend §

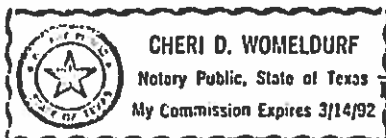
This instrument was acknowledged before me on this 2nd day of February, 1988, by M.D. Belin, venturer of Lakewood Hills, a Texas joint venture, on behalf of said venture.



Cheri D. Womeldurf
NOTARY PUBLIC, STATE OF TEXAS

STATE OF TEXAS §
COUNTY OF Fort Bend §

This instrument was acknowledged before me on this 2nd day of February, 1988, by J.B. Belin, Jr. as Independent Co-Executor of the Estate of J.B. Belin, Sr., venturer of Lakewood Hills, a Texas joint venture, on behalf of said venture.



Cheri D. Womeldurf
NOTARY PUBLIC, STATE OF TEXAS

RECORDED

APR 4 1989

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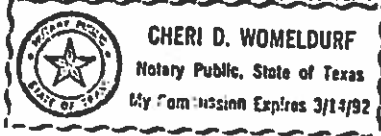
JAMES D. PATTON - County Clerk

-3-

A TRUE COPY
I HEREBY CERTIFY, JAMES D. PATTON
COUNTY CLERK WALKER COUNTY
BY Thelma H. Hays Deputy

STATE OF TEXAS §
COUNTY OF Fort Bend §

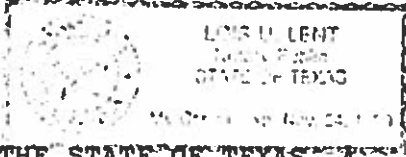
This instrument was acknowledged before me on this 2nd day of February, 1989 by M.D. Belin as Independent Co-Executor of the Estate of J.B. Belin, Sr., venturer of Lakewood Hills, a Texas Joint venture, on behalf of said venture.



Cheri D. Womeldurf
NOTARY PUBLIC, STATE OF TEXAS

THE STATE OF TEXAS §
COUNTY OF Walker §

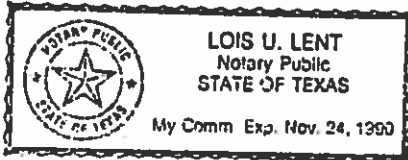
This instrument was acknowledged before me on November 28, 1988, by JOHN C. RAINWATER, VIC. PRESIDENT of Elkins Lake Recreation Corporation on behalf of said corporation.



Lois U. Lent
NOTARY PUBLIC, STATE OF TEXAS

THE STATE OF TEXAS §
COUNTY OF Walker §

This instrument was acknowledged before me on November 28, 1988, by LESTER L. FROE, PRESIDENT of Elkins Lake Recreation Corporation on behalf of said corporation.



Lois U. Lent
NOTARY PUBLIC, STATE OF TEXAS

FILED FOR RECORD
AT 11:50 clock AM

APR 27 1989

J.D. PATTON, WALKER COUNTY, TEXA.
[Signature]

I, James D. Patton, County Clerk of Walker County, Texas, do hereby certify that the foregoing is a true and correct copy of the original record and as same appears on record in Vol. 92 Page 409-410 of the OFFICIAL PUBLIC RECORDS of Walker County, Texas, as shown under my hand and seal of office this the 27th day of APR, 1989.



JAMES D. PATTON, CLERK
WALKER COUNTY, TEXAS

By Melba Kaye DePuy
James D. Patton, County Clerk
Walker County, Texas

OFFICIAL PUBLIC RECORDS

188/063

RECORDED

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JAMES D. PATTON - County Clerk