

LAKWOOD HILLS TO THE PUBLIC - WATER'S EDGE AT THE EIGHTEENTH RESERVATION  
RESTRICTIONS AND COVENANTS

02351

WATER'S EDGE AT THE EIGHTEENTH  
RESERVATIONS, RESTRICTIONS AND COVENANTS

THE STATE OF TEXAS }  
                                  }  
COUNTY OF WALKER    }

KNOW ALL MEN BY THESE PRESENTS:

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 "Water's Edge at the Eighteenth", according to the Plat of said subdivision recorded in the office of the County Clerk of Walker County, Texas, on June 29, 1972, after having been approved as provided by law, and being recorded in Volume 174, Page 62, through \_\_\_\_\_, inclusive, of the Map 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 Water's Edge at the Eighteenth (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:

I.

General Provisions

Applicability

1. Each Contract, Deed or Deed of Trust which may be 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. Developer reserves title to South Reserve "B" (2.4107 acres) and West Reserve "B" (3.2024 acres) of the Subdivision, as shown on said plat, and none of the provisions of this instrument restrict or affect either of said Reserves.

Dedication

2. a. There are two streets shown on the aforesaid plat, designated respectively by the names "Waters Edge" and "At the Eighteenth". Said streets are dedicated to the use of the public for street and road purposes.

VOL. 246 PAGE 483

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b. The utility easements shown thereon are dedicated subject to the reservations hereinafter set forth.

VOL. 246 PAGE 484

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, the property owners in the Subdivision and Water's Edge at the Eighteenth Property Owners' Association, Inc., a Texas non-profit corporation (herein sometimes called the "Association") to which corporation the Green Belt areas and certain other portions of the Subdivision are being conveyed immediately after recordation of these Restrictions, which easements are dedicated 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 or the Association 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 the Association 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 and the Association, 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; any such change or addition to be effected by appropriate instrument recorded in the office of the County Clerk of Walker County, Texas.

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 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 areas of the Subdivision identified on the aforesaid plat. 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.

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g. There is hereby dedicated to the Association rights-of-way and easements, over the property hereinafter described, for the purpose of constructing, inspecting, repairing, maintaining and removing:

(i) A landscape irrigation system including lateral and main pipelines and control devices and appurtenant electric power lines; and/or

(ii) A landscape lighting system including lights, lateral and main electric supply lines and appurtenant control devices; and/or

(iii) A cable TV and/or master TV antenna system including lateral and main cables and appurtenant control systems; and/or

(iv) A storm water collection system including lateral and main line;

together with the right of ingress and egress across, over and under the following described property in Walker County, Texas, to-wit:

(1) The front five (5) feet of each lot hereinafter described from side lot line to side lot line, the front of each lot being that line which is a common boundary with a street (either "Water's Edge" or "At the Eighteenth"); and/or

(2) The back three (3) feet of each lot hereinafter described from side lot line to side lot line, the back of each lot being the line directly opposite the front as herein defined; and/or

(3) Such portions of each lot hereinafter described as are deemed necessary by the Association for (A) spinkler lines serving any individual lot and/or (B) landscape lights and appurtenant electric supply lines for landscape lighting located on any individual lot; and/or (C) storm water collection lines from improvements on any individual lot; and/or (D) cable TV or TV antenna lines serving any individual lot

such easements and rights-of-way being located upon and apply to: all lots in all blocks in the Subdivision.

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

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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 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. 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 Mortgagees

7. No violation of the provisions herein contained, or any portion thereof, shall affect the lien of any Mortgage or Deed of Trust presently or hereafter placed of record or otherwise 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

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building or other improvements. 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. The authority to grant or withhold architectural control approval as referred to herein is vested in an Architectural Control Committee (herein sometimes called the "Committee"), which shall consist of four (4) members. The names and addresses of the members of the initial Committee are as follows:

J. B. Belin, Jr.  
102 Lamar Tower Building  
2929 Buffalo Speedway  
Houston, Texas 77006

Frank Stewart  
300 Tealwood Drive  
Houston, Texas 77024

Benson Ford  
300 Tealwood Drive  
Houston, Texas 77024

Richard Allen  
102 Lamar Tower Building  
2929 Buffalo Speedway  
Houston, Texas 77006

The members of the initial Committee shall serve until their successors are elected by the Board of Directors of the Association. Thereafter, members of the Committee shall serve for such term as may from time to time be designated by the Board of Directors of the Association. The members of the Committee shall be entitled to such compensation (if any) for services rendered and such reimbursement (if any) for reasonable services incurred as may, from time to time, be authorized and approved by the Association. All such sums payable as compensation and/or reimbursement shall be payable only out of the "Special Fund" hereinafter referred.

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.

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VOL. 246 PAGE 427

11. The granting of the aforesaid approval shall constitute only an expression of opinion by 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 Association after the election of such Committee members, notwithstanding that any such Committee member may be a Director of the Association.

III

General Restrictions

12. No building shall be erected, altered or permitted to remain on any lot other than one (1) single-family residential dwelling 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: any esplanade; any "Green Belt"; or any reserve shown on the plat.

13. 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 1,000 square feet. The exterior materials of all improvements shall be subject to the approval of the Committee.

14. No building shall be located on any lot nearer to the front street line or nearer to the side street line than the minimum building set-back lines shown on the aforesaid plat (designated thereon as "B.L."). There shall be no setback line from any interior side lot-line which is a common boundary of any given lot with any other lot (as distinguished from a side lot-line which faces on a street, as to which the building setback lines shown on the plat shall be applicable, as aforesaid). For the purposes of this covenant, eaves, steps and unroofed terraces shall not be considered as part of a building provided, however, that this shall not be construed to permit any portion of the construction on a lot to encroach upon another lot.

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15. Simultaneously with or prior to completion of construction of any improvements on any lot, the owner or builder erecting such improvements shall be required to construct and maintain, at his sole cost and expense, exterior lighting in and around such improvements, as approved by the Architectural Control Committee.

16. In the event that any two (2) buildings in the subdivision share a common wall ("Party Wall") then the following provisions shall apply with respect thereto:

(a) Each wall or fence which is built as part of the construction of the homes upon the building sites and placed on or adjacent to the dividing line between the building sites 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.

(b) In the event of damage or destruction of a Party Wall, the cost of reasonable repair and maintenance shall be shared equally by the owners who own the wall; and each party, his successors and assigns, shall have the right to the full use of said wall so repaired or rebuilt. If either party's negligence or willful acts shall cause damage to or destruction of said Wall, such negligent party shall bear the entire cost of repair or reconstruction. If either party shall neglect or refuse to pay his share, or all of such cost in case of negligence, the other party may have such Wall repaired or restored and shall be entitled to have a mechanic's lien on the premises of the party so failing to pay, for the amount of such defaulting party's share of the repair or replacement cost.

(c) The right of any owner to contribution from any other owner under this Article shall be appurtenant to the land and shall pass to such owner's successors in title.

(d) Neither party shall alter or change said Party Walls in any manner, interior decoration excepted, and said Party Wall shall always remain in the same location as when erected, and each party to said common or division wall shall have a perpetual easement in that portion of the premises of the abutting owner on which said Party Wall is located, for Party Wall purposes.

(e) The easements hereby created are and shall be perpetual and construed as covenants running with the land and each and every person accepting a deed to any building site in said multiple unit shall be deemed to accept said deed with the understanding that each and every purchaser is also bound by the provisions herein contained, and each and every purchaser, by accepting a deed to any building site, shall thereby consent and agree to be bound by the covenants herein contained to the same extent as though he had executed this instrument.

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VOL. 246 PAGE 489

(f) In the event of any dispute arising concerning a Party Wall, or under the provisions of this Article, each party shall upon three (3) days notice choose one arbitrator, and such arbitrators shall within three (3) days choose one (1) additional arbitrator, and the decision shall be by a majority of all the arbitrators.

17. 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 the Association, is prohibited. No house trailer, camper trailer, camper vehicle or other motor vehicle (or portion thereof) shall be lived in on any lot.

18. 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.

19. Until the Developer has deeded to third parties all lots in the Subdivision (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 the Subdivision, except the lot upon which such field office is located, have been deeded to third parties, as aforesaid. Builders shall have the right to erect and maintain construction offices, storage sheds and portable chemical toilet facilities on lots within the Subdivision during the time that such builders are in the process of constructing permanent improvements on one or more lots within the Subdivision; provided, that (i) the design and location of each such office, shed and toilet facility shall have first been approved in writing by the Committee and (ii) upon completion of construction work by each such builder, such builder shall be responsible for removing, at his own expense, all such offices, sheds and facilities erected by him.



20. 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 Committee constitute a danger or potential or actual disruption of other lot owners, their families or guests.

21. No wall, fence, planter or hedge in excess of two (2) feet in height shall be erected or maintained nearer to the front lot line than the front building set-back line. No fence, wall or hedge along the rear line or side line of any lot or along or near the common boundary of any lot and any Green Belt shall be erected or permitted without the written approval of the Architectural Control Committee.

22. 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 Green Belts, the lake 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.

23. All lots shall be kept at all times in a sanitary, healthful and attractive condition, and the owner or occupant of all lots 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, 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 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 do any 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.

VOL. 246 PAGE 491

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VOL. 946 PAGE 982

24. 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 Committee; and any such approval which is granted by the Committee may be withdrawn at any time by the Committee, in which event, the party granted such permission shall, within the period designated by the Committee (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 Committee 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 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.

25. 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.

26. Prior to the date upon which the Association commences to construct a master television antenna to serve the Subdivision (if the Association, in its discretion, takes such action), any Lot Owner may construct an outside radio or television aerial serving such Owner's house; provided, that no such outside aerial, pole or similar device shall project above the highest ridge of the house by more than fifteen (15) feet. If the Association commences to construct a master television antenna, in its discretion, then thereafter no outside radio or television antenna aerial, pole or similar device shall be erected; however, any such aerial, antenna, pole or similar device erected prior to commencement of construction of such master television antenna need not be removed; provided, that such individual antenna, aerial, pole or similar device complies with the height limitation set forth in the first sentence of this Paragraph.

27. No lot or other portion of the Subdivision 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.

28. Driveways shall be entirely of concrete (except however, some other material may be used with the prior written permission of the Committee) 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 thirteen (13) 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,

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and this extreme shall be poured against a horizontal form board to reduce the unsightly appearance of a raveling driveway.

29. 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 written consent of the Committee).

30. 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.

31. 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.

32. In the case of any lot or building site which adjoins or touches the shore line of Elkins Lake (to-wit, the body of water and the bed of such lake which is referred to as Tract 2 or the "Lake Tract" in Correction Deed dated June \_\_, 1972 from Lakewood Hills, as grantor, to Elkins Lake Recreation Corporation, as grantee, recorded in the Deed Records of Walker County, Texas): 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). A bulkhead may be constructed at the water's edge, without a dock, provided that the plans and specifications for such bulkhead have been approved by the Committee, and such bulkhead is thereafter constructed in strict compliance with such approved plans and specifications. No boat-slip or other mooring indentation into any lot shall be permitted.

33. Only underground electric service shall be available to any lot or building site, and no above-surface electrical 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 two and one-half (2-1/2) feet to each side thereof shall be subject to excavation, refilling and ingress and egress for the installation, inspection, repair, replacement and removal of said underground facilities by the utility company providing such service. Owners of said lots and building sites 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.

VOL. 246 PAGE 493

## IV

General Maintenance Fund

34. Except as otherwise hereinafter provided, each lot (or residential building site) in the Subdivision shall be and is hereby made subject to an annual maintenance charge (herein called the "General Maintenance Charge").

35. The General Maintenance Charge shall be used to create a fund to be known as the "General Maintenance Fund"; and such General 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 1st of each year, beginning 1973.

36. For the year 1973, the General Maintenance Charge shall be \$150.00 per lot, per year. Thereafter, the exact amount of the General Maintenance Charge will be determined each year 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 General Maintenance Fund shall be determined by the Developer.

37. The General 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 General 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 General 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 the General 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 General 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. The General Maintenance Charge shall not, without the consent of the Association, apply to the Common Property (as herein defined) which is, from time to time, owned by the Association.

38. The General Maintenance Charges collected shall be paid into the General Maintenance Fund to be held and used for the benefit, directly or indirectly, of the "Elkins Lake Development" (which term includes the Subdivision, Elkins Lake Section 1, Elkins Lake Section 2, Elkins Lake, Patio Homes Section [each of which is a subdivision in Walker County, Texas according to the map or plat thereof of record in the office of the County Clerk of Walker County, Texas] together with any other subdivisions which may hereafter be platted by Developer, its successors or assigns, out of the tract of land conveyed by J. A. Elkins, et ux, to J. B. Belin, Jr., by Deed recorded in Volume 215, Page 580, Deed Records of Walker County, Texas and any additional land which, from time to time, is developed as a part of such development). The General 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 Elkins Lake Development, 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 with respect to services performed by such Developer incident to its duties hereunder; for the maintenance, operation, repair, benefit and welfare of any recreational facilities which might hereafter be established in the Elkins Lake Development; and generally for doing any other thing necessary or desirable in the opinion of the Developer to maintain or improve the Elkins Lake Development. The use of the General 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; and the Developer shall have the right to use such funds for any one or more of the above designated general purposes, in such order or priority as the Developer may, in its discretion, deem desirable. The Developer shall have the right of reasonable ingress and egress over and across lots and building sites for the purposes of performing its maintenance functions as described above.

VOL. 246 PAGE 425

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COUNTY CLERK WALKER COUNTY  
BY *K. Hargrave* DEPUTY

In order to secure the payment of the General 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. In addition, each owner of any building site is deemed to covenant and agree to pay the General Maintenance Charge applicable to his lot or building site. The obligation to pay such charge shall be the personal obligation of such owner who holds title to the lot or building site involved at the time the General Maintenance Charge becomes payable. The personal liability for delinquent General Maintenance Charges shall not pass to successors in title, unless expressly assumed by them; however, the liens securing any such delinquent General Maintenance Charge shall remain in effect, notwithstanding any conveyance.

These provisions as to the General Maintenance Charge and General 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.

## V.

Water's Edge at the Eighteenth Special Fund

39. Except as otherwise hereinafter provided, each lot in the Subdivision shall, in addition to the General Maintenance Charge referred to in IV above, also be and is hereby made subject to an annual charge (herein designated the "Water's Edge at the Eighteenth Special Charge" or, for brevity, called the "Special Charge").

40. The Special Charge shall be used to create a fund to be known as the "Water's Edge at the Eighteenth Special Fund" (for brevity called the "Special Fund"); and each Special Charge shall (except as otherwise hereinafter provided) be paid by the owner of each lot or building site in the Subdivision, annually in advance, on or before January 1st of each year, beginning 1973.

41. The Special Charge for the year 1973 shall be \$300.00; thereafter, the exact amount of each such charge will be determined by the Association during the month preceding the due date of said charge. All other matters relating to the assessment, collection, expenditures and administration of the Special Fund shall be determined by the Association.

42. The Special Fund 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 thereof, if any) to some other occupant, then the Special Fund charge shall thereupon be applicable to such lot; and the Developer hereby consents to the applicability of said 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 said 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 said 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 Special Charge from year to year as it deems proper; and the Developer shall have the right at any time to discontinue or abandon said Special 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. The Special Charge shall not, without the consent of the Association, apply to any Common Property (as herein defined) which is from time to time owned by the Association.

43. The Special Charges which are collected shall be paid into the Special Fund, to be held by the Association and used for the benefit of the Subdivision, so far as such funds may be sufficient, for any or all of the following purposes:

- (a) For the payment of any ad valorem taxes and other assessments levied or imposed against the Common Property (which term, as used herein, means the aforesaid private streets, the "Green Belt" areas, designated as such on the aforesaid plat of the Subdivision, and all other areas within the Subdivision which are being conveyed to the Association by Deed dated June \_\_, 1972, recorded or to be recorded in the Deed records of Walker County, Texas);
- (b) For the construction and maintenance of rights-of-way and easements;
- (c) For the upkeep, repair and maintenance of all Common Property and the placement of improvements, including but not limited to the fixtures and equipment thereon, including the replacement of obsolete or damaged improvements, fixtures and equipment;
- (d) To provide for the landscaping of the Common Property and portions of the building

A TRUE COPY  
HEREBY CERTIFY, JAMES D. PATTON  
COUNTY CLERK WALKER COUNTY  
BY L. H. HARRISON DEPUTY

sites necessary to provide a uniform scheme of landscaping for the whole Sub-division;

(e) For the payment of legal and other expenses incurred in connection with the enforcement of all recorded charges, covenants, restrictions and conditions affecting said property to which the Special Charges apply;

(f) For the payment of all reasonable and necessary expenses in connection with the collection and administration of the Special Charge;

(g) For caring for vacant building sites;

(h) For the employment of policemen and watchmen;

(i) For the exterior maintenance of all residences, which exterior maintenance shall include, but not be limited to, the maintenance of:

(i) All roofing and sheet metal work;

(ii) All building exterior surfaces, including but not limited to, the pointing of masonry and the staining and/or painting of painted surfaces;

(iii) Repair and replacement of exterior doors and windows (including glass breakage);

(iv) Building siding;

(v) Walk and parking covers;

(vi) All planting visible from the lot lines; and

(vii) Whatever other exterior maintenance is required in the opinion of Association, which opinion shall be final and conclusive; and

(j) And doing any other thing necessary or desirable in the opinion of the Association to keep the property in the Subdivision in neat and good order, or which it considers of general benefit to the owners or occupants of the building sites, it being understood that the judgment of the Association



in the expenditure of said funds shall be final and conclusive so long as such judgment is exercised in good faith.

The use of the Special Fund for any of the foregoing purposes is permissive and not mandatory; the decision of the Association with respect thereto shall be final, so long as made in good faith; the Association shall have the right to use such funds for any one or more of the above designated general purposes, in such order of priority as the Association may, in its discretion, deem desirable. The Association shall have the right of reasonable ingress and egress over and across lots and building sites for the purposes of performing its maintenance functions as described above.

44. In order to secure the payment of the Special Fund 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 exist in addition to the lien for General Maintenance Charges referred to in IV above and shall be of equal dignity and standing therewith. Said lien shall be deemed subordinate to the lien or liens of any Institutional Lender which hereafter lends money for the purchase of any property in the Subdivision, and/or for construction (including improvements) and/or permanent financing of improvements on any such property. In addition, each owner of any building site is deemed to covenant and agree to pay the Special Charge applicable to his lot or building site. The obligation to pay such charge shall be the personal obligation of such owner who holds title to the lot or building site involved at the time the Special Charge becomes payable. The personal liability for delinquent Special Charges shall not pass to successors in title, unless expressly assumed by them; however, the lien securing any such delinquent Special Charge shall remain in effect, notwithstanding any conveyance.

45. These provisions as to the Special Charge 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.

## VI.

### Common Property

46. As aforesaid, all Common Property (consisting, as aforesaid, of the private streets and Green Belts shown on the aforesaid plat of the Subdivision and other areas conveyed to the Association by the aforesaid Deed) are owned by the Association; no conveyance of any lot in the Subdivision shall be held or construed to include title or any right or interest in any such Common Property. The Association shall have the right, as owner of the Common Property, to plant, clear and landscape portions thereof; to construct and maintain pathways, streets, pedestrian routes thereon and to utilize such Common Property generally for anything necessary or desirable, in the opinion of the Association, directly or indirectly, to maintain, beautify or improve the Subdivision or

VOL. 2500 PAGE 500

to contribute to the enjoyment thereof by the owners of lots therein. The decision of the Association with respect to all matters relating to the Common Property shall be final and binding, so long as made in good faith. The Association may, from time to time, whenever in its discretion same is desirable, promulgate or publish rules or regulations applicable to the use of the Common Property by the owners of lots in the Sub-division, and such other parties as the Association may, in its discretion, from time to time, authorize to use such Common Property.

VII.

Transfer of Functions of the Developer

47. The Developer may, in its discretion, at any time hereafter transfer all or any of the duties and prerogatives of the Developer hereunder to the Association or any other non-profit corporation which may then exist and have for its purpose any functions relating to the maintenance or improvement of the Elkins Lake Development.

Any such delegation of authority and duties shall serve automatically to release the Developer from further liability with respect thereto and vest such duties and prerogatives in such transferee 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 transferee 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. If not sooner transferred, the Developer shall transfer all of its duties and prerogatives hereunder to the Association within thirty (30) days after the Developer has deeded to third parties all lots in the Subdivision and all property in West Reserve B and South Reserve B.

VIII.



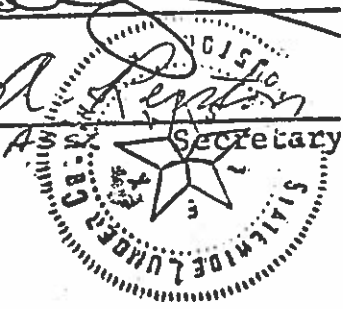
Binding Effect


48. 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.

28<sup>th</sup> WITNESS OUR HANDS at Houston, Texas, on this the day of June, 1972.

LAKEWOOD HILLS, a Joint Venture consisting of:

STATEWIDE LUMBER COMPANY, INC.

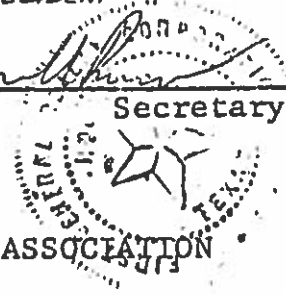
By   
Attest:  Secretary  


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

FIRST GENERAL REALTY CORPORATION

By *J. H. [Signature]*  
VICE PRESIDENT

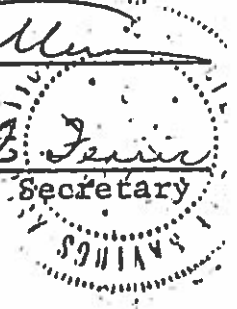
Attest: *[Signature]*  
Secretary



CLEAR LAKE SAVINGS ASSOCIATION

By *[Signature]*

Attest: *Maiden B. [Signature]*  
Secretary



VOL. 246 PAGE 501

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

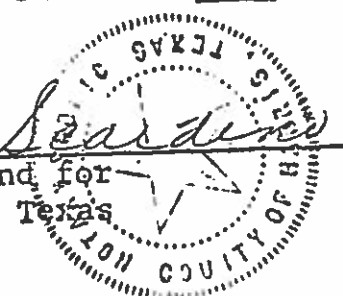
THE STATE OF TEXAS §  
COUNTY OF HARRIS §

VOL. 246 PAGE 502

BEFORE ME, the undersigned authority, on this day personally appeared J. B. Belin, Jr. of STATEWIDE LUMBER COMPANY, INC. 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 28<sup>th</sup> day of June, 1972.

Sylvia Scardino  
Notary Public in and for Harris County, Texas



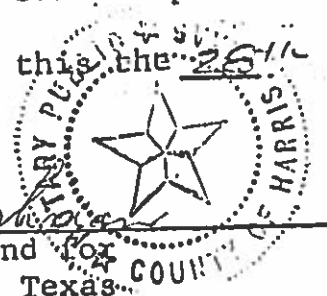
SYLVIA SCARDINO  
Notary Public in and for Harris County, Texas  
My Commission Expires June 1, 1973

THE STATE OF TEXAS §  
COUNTY OF HARRIS §

BEFORE ME, the undersigned authority, on this day personally appeared J. R. Dupuy, Vice President of 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 28<sup>th</sup> day of June, 1972.

Carla Baughman  
Notary Public in and for Harris County, Texas

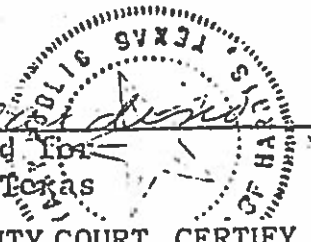


THE STATE OF TEXAS §  
COUNTY OF HARRIS §

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 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 28<sup>th</sup> day of June, 1972.

Sylvia Scardino  
Notary Public in and for Harris County, Texas



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 29 DAY OF June, 1972 AT 4:15 O'CLOCK P M., RECORDED ON THE 10 DAY OF July, 1972 AT 8-20 O'CLOCK A.M.

BY Eva Carroll DEPUTY

J. L. Ferguson  
COUNTY COURT WALKER COUNTY TEXAS

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

ADDITIONAL RESERVATIONS,  
RESTRICTIONS AND COVENANTS

STATE OF TEXAS }  
COUNTY OF WALKER }

KNOW ALL MEN BY THESE PRESENTS:

THAT, LAKEWOOD HILLS, a Texas Joint Venture consisting of STATEWIDE LUMBER COMPANY, FIRST GENERAL REALTY CORPORATION and C.L.S.A. CORPORATION, each a Texas corporation having its principal place of business in Houston, Harris County, Texas (hereinafter called "Developer"), being the owner of Lots 1 through 22, inclusive, all of Block 48 and Lots 1 through 21, inclusive, all of Block 47 of Water's Edge at the Eighteenth, a subdivision of Walker County, Texas and according to the map and plat thereof recorded in Volume 174, Page 621 of the Deed and Plat Records of Walker County, Texas, desiring to add these additional Reservations, Restrictions and Covenants (hereinafter referred to as the "Additional Restrictions"), in addition to those Reservations, Restrictions and Covenants previously imposed upon Water's Edge at the Eighteenth pursuant to the terms of that instrument recorded at Volume 246, Page 483 of the Deed Records of Walker County, Texas (hereinafter referred to as the "Original Restrictions"), in order to carry out a uniform plan and scheme for the improvement, development and sale of property in the Development, does hereby adopt, establish, promulgate and impress the following Reservations, Restrictions and Covenants upon the property hereinabove described, in addition to the Original Restrictions:

1. Designation of Types of Lots. Lots 1 through 22, inclusive of Block 48 of the subdivision are hereby designated as "Golf Course Lots". Lots 1 through 21, inclusive, of Block 47 of the subdivision are hereby designated as "Retreat Lots".

A TRUE COPY  
I HEREBY CERTIFY, JAMES D. PATTON  
COUNTY CLERK WALKER COUNTY  
BY: P. Hampton DEPUTY

2. Common Walls. No dwelling or improvement erected on a Retreat Lot or Golf Course Lot shall share a common wall or party wall with any other dwelling or improvement on any other Lot; except that the Architectural Control Committee may allow dwellings or improvements to share common walls or party walls in the event that the structures or dwellings sharing such common walls or party walls are constructed simultaneously.

3. Special Restrictions - Golf Course Lots. In addition to the Original Restrictions, the following restrictions shall be applicable to all Golf Course Lots:

(a) All buildings erected on Golf Course Lots shall face the front of such lot as the term "front" is defined in Section 3 of the Original Restrictions.

(b) The exterior front wall of the main residential structure built on all Golf Course Lots must be contiguous with a line parallel to the front line of each such Lot and 10 feet toward the rear of each such Lot (being the easterly line of the utility easement of 10 feet in width across each of such Golf Course Lots). This Restriction shall not be construed to require that the front wall of each such structure be contiguous across the entire width of such Lot, but only that the front of such structure be contiguous with such line at some point.

(c) No permanent structure shall be placed or constructed within the utility easement across the front of each such lot of 10 feet in width shown on the recorded plat.

(d) No building erected on any Golf Course Lot shall exceed two stories in height and in the event that any such structure is in excess of one story in height,

VOL. 272 PAGE 715

the living area of such structure (exclusive of porches, garages, terraces, driveways and servants' quarters) located on the first floor thereof shall be not less than 675 square feet.

4. Special Restrictions - Retreats. In addition to the terms of the Original Restrictions and the restrictions herein set forth, the following restrictions shall be applicable to all Retreat Lots:

(a) All dwellings or structures built on Retreat Lots shall face the front of the lot on which such dwelling or structure is built as the term "front" of each such lot is defined in Section 3 of the Original Restrictions.

(b) No building or other improvements of any character shall be erected or placed within the utility easement of 5 feet in width located on each Retreat Lot as shown on the recorded plat.

(c) No dwelling erected on any Retreat Lot shall be more than one story in height.

(d) A fence or wall constructed out of the same or similar material as the front wall of the main dwelling structure on each Retreat Lot shall be erected simultaneously with the erection of the main dwelling structure from the side of the main dwelling structure to the side lot line on each side of the main dwelling structure at a location to be designated by the Patio Architect and approved by the Architectural Control Committee.

4. Concept Approval. No structure or dwelling shall be erected on any Retreat Lot or Golf Course Lot until the design thereof and the plans and specifications therefor have been approved by the Patio Architect. Developer will designate an architect (hereinafter referred to as the "Patio Architect") who will have full authority to grant or deny preliminary approval of designs, plans and specifications of all structures to be erected, constructed or altered on Golf Course or Retreat Lots and who will make available to owners of lots sketches and elevations illustrating the design concept to which improvements on Lots are to conform. Any property owner may have his building designed by any architect of his choice, provided, however, that the plans and specifications developed by the property owners' architect shall, prior to any construction work, be submitted for approval to the Patio Architect and the Patio Architect shall have final authority to alter, amend or redesign Owner's structure if necessary in order to conform to the provisions hereof or to provide a harmonious development of the Development. Each property owner shall bear the Patio Architect's fee, and the Developer shall in no way be responsible therefor. Developer shall have the power, from time to time, to discharge any architect or architects which have been appointed Patio Architect and to appoint successors who shall succeed to all the authority of the Patio Architect previously serving. Each lot owner shall submit to the Patio Architect for preliminary approval

VOL. 272 PAGE 717

-4-

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



of the design concept of the dwelling which the lot owner proposes to construct, a land layout and a rough elevation of the front and rear of such proposed improvements showing the relation of such improvements to existing structures, if any, on adjacent lots. The Patio Architect shall consider such layouts and elevations and make a tentative approval or disapproval of the design concept within a period of 30 days. Failure of the Patio Architect to give approval or disapproval within such period shall be deemed to be approval of such preliminary plans and the preliminary design concept shown thereon. As soon as reasonably possible after the preliminary approval of the design concept by the Patio Architect, final plans and specifications shall be prepared and submitted to the Patio Architect for preliminary approval. The Patio Architect shall consider such plans and specifications and approve or disapprove such plans and specifications within a period of 30 days after they are submitted to him. Failure to approve or disapprove such plans within such period shall be deemed to be preliminary approval thereof. In the event that such plans and specifications have been approved by the Patio Architect, such plans and specifications shall be submitted to the Architectural Control Authority in the manner provided for in the Original Restrictions. Without limiting the authority of the Architectural Control Committee or waiving the necessity for approval by the Patio Architect or the Architectural Control Authority, it is the intent of the Developer that the approval of plans and specifications by the Patio Architect shall be tantamount to approval of plans and specifications by the Architectural Control Authority, except in the exceptional case in which good cause exists for disapproval of such plans and specifications.

5. Enforcement, Term and Validity. These Additional Restrictions shall be enforced in the same manner and upon the same terms provided in the Original Restrictions and the provisions of Section 5 of the Original Restrictions are hereby incorporated herein and made applicable hereto by reference as fully as if set out herein. These Additional Restrictions shall bind and run with the land effected for a term commencing upon the date of recordation of this instrument and terminating upon the termination of the Original Restrictions as provided therein. Violations of the provisions of these additional restrictions or any portion thereof shall effect the liens of any mortgage or deed of trust presently or hereafter placed of record in the same manner and upon the same provisions as set forth in Section 7 of the Original Restrictions. In the event that any portion of the Additional Restrictions herein set out shall become or be held invalid, whether by reason of abandonment, waiver, estoppel, judicial decision or otherwise, such partial invalidity shall not effect, alter or impair any other provisions hereof which was not thereby held invalid; and such other provisions shall remain in full force and effect, binding in accordance with their terms.

EXECUTED this 18th day of September, 1974.

LAKWOOD HILLS, A JOINT VENTURE

STATEWIDE LUMBER COMPANY

By [Signature]  
President

FIRST GENERAL REALTY CORPORATION

By [Signature]  
Vice President

C.L.S.A. CORPORATION

By [Signature]  
President

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

VOL. 272 PAGE 720

STATE OF TEXAS X

COUNTY OF HARRIS X

BEFORE ME, the undersigned authority, on this day personally appeared J. B. Belin, Jr., President of STATEWIDE LUMBER COMPANY 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 18th day of September, 1974.



Mary Ann Creswell  
Notary Public in and for  
Harris County, Texas

STATE OF TEXAS X

COUNTY OF HARRIS X

BEFORE ME, the undersigned authority, on this day personally appeared J. R. Dupuy, Vice President of 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 18th day of September, 1974.



Sam Batche  
Notary Public in and for  
Harris County, Texas

STATE OF TEXAS X

COUNTY OF HARRIS X

BEFORE ME, the undersigned authority, on this day personally appeared Richard Allen, President of C.L.S.A. 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 18th day of September, 1974.



Lynne Baland  
Notary Public in and for  
Harris County, Texas

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 15 DAY OF Oct., 1974 AT 11:50 O'CLOCK A. M., RECORDED ON THE 21 DAY OF October, 1974 AT 8:44 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

01370

AMENDMENT TO  
WATER'S EDGE AT THE EIGHTEENTH  
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 and Tom Donoho (collectively, 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 July 10, 1972 and duly recorded at Volume 246, Page 483, and as amended by instrument dated October 21, 1974 and duly recorded at Volume 272, Page 714, all 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; and J.B. Belin, Jr. has succeeded to the interest of Tom Donoho;

WHEREAS, pursuant to Section VII, Paragraph 47 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, Paragraph 47, 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 Paragraph 47A, to-wit:

47A. 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

**RECORDED**

APR 4 1989

VOL 0092 PAGE 386

JAMES U. PATTON - County Clerk

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

Developer's Lots shall conform with the provisions of the Declaration relating thereto. Elkins Lake Recreation Corporation acknowledges that the maintenance charge and special fund charge described in Articles IV and V, respectively, 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. Elkins Lake Recreation Corporation acknowledges that the Developer (sometimes herein referred to as Lakewood Hills) currently owns "South Reserve B" and "West Reserve B" in the Subdivision ("Reserves"), as described and created by the plat of the Subdivision, and that the Declaration does not restrict or affect either of the Reserves, as described in Paragraph 1 of Article I of the Declaration. Lakewood Hills and Elkins Lake Recreation Corporation hereby ratify and confirm Lakewood Hills' reservation of 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 the Reserves. Such action by Lakewood Hills shall not, in order to be fully binding, require the joinder of any other person, whether such person being an owner of property in the Subdivision, a lienholder, a mortgagee, a deed of trust beneficiary or any other person.

Developer shall have the right, without the joinder of any other person or entity, including Elkins Lake Recreation Corporation, to incorporate platted lots (the "Reserve Lots") in either or both of the Reserves into the Subdivision, by filing for record an instrument imposing single family residential restrictions, similar in scope and concept to the Declaration, against the Reserve Lots. Provided that the owners of the Reserve Lots become subject to the same General Maintenance Charge and Special Fund Charge as other owners of lots in the Subdivision, the owners of the Reserve Lots shall be entitled to the use and benefit of all "Common Property" (as defined in the Declaration) and all other rights and benefits of owners of the Subdivision. Developer shall be entitled to exercise all architectural control privileges with respect to the Reserve Lots which are owned by the Developer from time to time, Developer acknowledging that the Developer's exercise of such architectural control privileges shall conform with the provisions of the Declaration relating to architectural control. Elkins Lake Recreation also acknowledges that the Maintenance Charge and Special Fund Charge shall not, without the consent of the Developer, apply to the Reserve Lots owned by the Developer or by a builder.

EXECUTED this 28<sup>th</sup> day of FEBRUARY, 1989.

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

By: [Signature]  
J. B. Belin, Jr.

By: Ameriway Service Corporation

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

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

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

By: First Mortgage Company of Texas

By: [Signature]  
J. B. Belin, Jr.

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

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

**RECORDED**

APR 4 1989

VOL 0092 PAGE 387

JAMES D. PATTON - County Clerk

"A TRUE COPY"  
HEREBY CERTIFY, JAMES D. PATTON  
COUNTY CLERK WALKER COUNTY  
BY Melba Leigh DEPUTY

ELKINS LAKE RECREATION CORPORATION

ELKINS LAKE RECREATION CORPORATION

By: [Signature]  
Name: JOHN C. KAINWATER  
Title: VICE PRESIDENT

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

STATE OF TEXAS §  
COUNTY OF HARRIS §

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

Gail S. Stone  
NOTARY PUBLIC, STATE OF TEXAS

STATE OF TEXAS §  
COUNTY OF HARRIS §

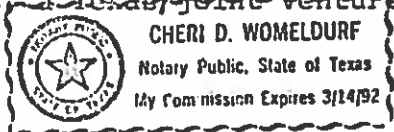
This instrument was acknowledged before me on this 15<sup>th</sup> day of February, 1989, by James R. Moore, Vice President of First Mortgage Company of Texas, venturer of Lakewood Hills, a Texas joint venture, on behalf of said venture.

Barbara J. Puckett  
NOTARY PUBLIC, STATE OF TEXAS

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

STATE OF TEXAS §  
COUNTY OF Fort Bend §

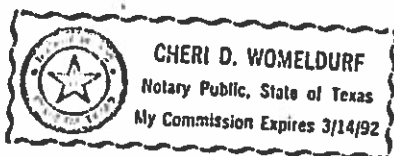
This instrument was acknowledged before me on this 2nd day of February, 1989, by J.B. Belin, Jr., venturer of Lakewood Hills, a Texas joint venture, on behalf of said venture.



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, 1989, 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

RECORDED

APR 4 1989

VOL 0092 PAGE 388

JAMES D. PATTON - County Clerk

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

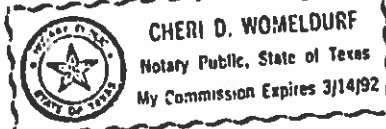
STATE OF TEXAS  
COUNTY OF WALKER  
I, James D. Patton, County Clerk of Walker County Texas,  
do hereby certify that the foregoing is a true and correct  
copy of the original record and as same appears on record  
in Vol. 92 Page 386-389  
of the Official Public Records of Walker County, Texas  
Given under my hand and seal of office this the 21st  
day of April, 20, 89

James D. Patton, County Clerk  
Walker County, Texas

By Melba High Deputy

STATE OF TEXAS §  
COUNTY OF Fort Bend §

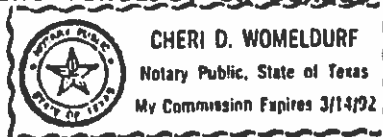
This instrument was acknowledged before me on this 2nd day  
of February, 1988 by J.B. Belin, Jr. as Independent  
Co-Executor of the Estate of J.B. Belin, Sr., venturer of  
Lakewood Hills, a Texas joint venture, on behalf of said venture.



Cheri D. Womeldurf  
NOTARY PUBLIC, STATE OF TEXAS

STATE OF TEXAS §  
COUNTY OF Fort Bend §

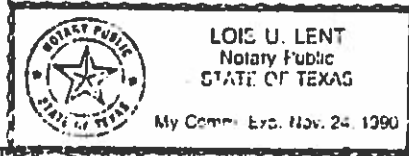
This instrument was acknowledged before me on this 2nd day  
of February, 1988 by M.D. Belin as Independent Co-Executor  
of the Estate of J.B. Belin, Sr., venturer of Lakewood Hills, a  
Texas Joint venture, on behalf of said venture.



Cheri D. Womeldurf  
NOTARY PUBLIC, STATE OF TEXAS

THE STATE OF TEXAS §  
COUNTY OF Walker §

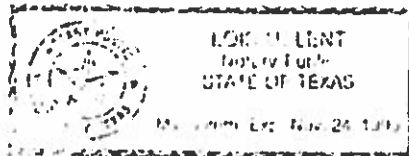
This instrument was acknowledged before me on November 28<sup>th</sup>  
1988, by JOHN C. KIRKWATER, VICE PRESIDENT of  
Elkins Lake Recreation Corporation on behalf of said corporation.



Lois U. Lent  
NOTARY PUBLIC, STATE OF TEXAS

THE STATE OF TEXAS §  
COUNTY OF Walker §

This instrument was acknowledged before me on November 28<sup>th</sup>,  
1988, by LESTER L. GROLE, PRESIDENT of  
Elkins Lake Recreation Corporation on behalf of said corporation.



Lois U. Lent  
NOTARY PUBLIC, STATE OF TEXAS

FILED FOR RECORD  
AT 4:30 o'clock A M

MAR 27 1989

J.D. PATTON, WALKER COUNTY, TEXAS  
by Melba High Deputy

188/066

I, James D. Patton, County Clerk in and for Walker  
County, Texas do hereby certify that this instrument  
was filed for record in the volume and page of the  
public record and at the time and date as stated and  
returned by me.



JAMES D. PATTON, CLERK  
WALKER COUNTY, TEXAS

OFFICIAL PUBLIC RECORDS

RECORDED

VOL 0092 PAGE 389

APR 4 1989

-4-

JAMES D. PATTON - County Clerk