

THE STATE OF TEXAS X
COUNTY OF WALKER X

KNOW ALL MEN BY THESE PRESENTS:

That Elkins Lake Development Corporation, a Texas corporation, having its principal place of business in Huntsville, Walker 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 "West Lake Shores," according to the Plat of said subdivision, recorded in the office of the County Clerk of Walker County, Texas, on June 24, 1978, after having been approved as provided by law, and being recorded in Volume 1, at Page 52, 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 West Lake Shores (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 Reserve "A" (1.2367 acres) of the Subdivision, as shown on said plat, and none of the provisions of this instrument restrict or affect said Reserve.

Dedication

2.a. There being a street shown on the aforesaid plat, designated by the name "Wimbledon," said street is dedicated to the use of the public for street and road purposes.

b. 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, 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 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 public utility companies or other entity serving the property owners within the Subdivision, 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; 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.

g. There is hereby dedicated to the Elkins Lake Municipal Utility District, the City of Huntsville, Texas, Walker County, Texas, and the property owners within the Subdivision, acting through an entity to be hereafter designated by the Developer, 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

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 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 Mortgages

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, lien or Deed of Trust, or of the holder of any such lien or beneficiary under such Deed of Trust; and any such Mortgage, lien or Deed of Trust may, nevertheless, be enforced in accordance with the terms thereof, subject, nevertheless, to the provisions herein contained, including said Reservations, Restrictions and Covenants.

II

ARCHITECTURAL CONTROL

Basic Rule

8. No building or other improvement 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. 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. Such approval shall not unreasonably be withheld.

Architectural Control Authority

9. The authority to grant or withhold architectural control approval as referred to herein is vested in Lakewood Hills, a joint venture, functioning as an Architectural Control Committee, and sometimes hereinafter called the "Committee," reference being hereby made to the restrictive covenants per-

taining to the various sections of Elkins Lake Subdivision, as the same appear of record in the Deed Records of Walker County, Texas.

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 items and provisions hereof.

Effect of Approval

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, 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.

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 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 the purposes of this instrument, the word "lot" shall not be deemed to include any portion of any reserve shown on the plat of the Subdivision.

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 not be less than one thousand (1,000) square feet. The exterior materials of all improvements shall be subject to the approval of the Committee, but shall for walls be either wood or masonry or a combination of the two, and for roofs, wooden shingles.

14. No building shall be located on any lot nearer to the front street line than 20 feet from the front property line. On corner lots, the side of the building may be constructed even with the side property line. There shall be no setback line from any interior side lot-line which is the common boundary of any given lot with any other lot, except that, if a common wall is not used, then adjoining houses shall be built no closer than two and one-half (2-1/2) feet from side lot-lines. 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.

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 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:

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(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 wilful 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 abut the wall; and each party, his successors or assigns, shall have the right to the full use of said Wall so repaired or rebuilt. If either party's negligence or wilful 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 Walls 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.

(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 Committee, 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; providing, 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 said 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 except for material or equipment stored 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 requirement 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 anything 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. The payment of such charge is secured by a vendor's lien upon the subject property, which lien is hereby reserved and shall be reserved in the deed from the Developer to the purchaser of each lot in the Subdivision, under the same terms and enforceable in the same manner as the maintenance fund lien described in Paragraph 38 hereunder, the provisions of which are incorporated hereat by reference to the extent applicable to such lien.

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'x3') 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 property owners commence to construct a master television antenna to serve the Subdivision (if the property owners, in their discretion, take 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 owners of at least fifty one per cent (51%) of the lots in

the Subdivision commence to construct a master television antenna, or cause such construction to commence, in their 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. The site for such master antenna shall be designated by the Developer, and use thereof shall be available to all Lot Owners in the Subdivision upon such charges and fees as may be prescribed by the Developer or such other entity as may be designated by the Developer to stand in its stead and place for such purpose.

27. No lot or other portion of the Subdivision shall be used or permitted for hunting or for 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, 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 as well as by the Developer and by Lakewood Hills functioning as an Architectural Control Committee, or the Committee as described in Paragraph 9 hereof.

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 services. 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.

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 1970.

36. For the year 1970, the General Maintenance Charge shall be \$270.00 per lot per year. Thereafter, the exact amount of the General Maintenance Charge will be determined each year by the Manager of Lakewood Hills and/or the Elkins Lake Recreation Corporation 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 Manager of Lakewood Hills and/or the Elkins Lake Recreation Corporation.

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 Manager of Lakewood Hills and/or the Elkins Lake Recreation Corporation 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 Manager of Lakewood Hills and/or the Elkins Lake Recreation Corporation 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 Developer, apply to the Common Property (as herein defined), which is, from time to time, owned by all the property owners in the Subdivision.

The obligation of Lot Owners to pay the General Maintenance Charge aforesaid is a continuing obligation in the nature of a covenant running with the land. In order to secure the payment of the said 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 by 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 improvements) 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 are not paid promptly when due, shall bear interest from and after the due-date at the rate of ten per cent (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. Each owner of any building site is deemed to covenant and agree to pay the said maintenance charges, as well as reasonable collection charges including attorney's fees, applicable to his lot or building site.

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 and all other Elkins Lake sections (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 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 Manager of Lakewood Hills and/or the Elkins Lake Recreation Corporation for any purposes which, in the judgment of the same, will tend to maintain the property values in the Subdivision and 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 Manager of Lakewood Hills and/or the Elkins Lake Recreation Corporation with respect to services performed by them incident to their duties hereunder; for the maintenance, operation, repair, benefit and welfare of any recreational facilities which might now be or might hereafter be established in the Elkins Lake Development; and generally for doing any other thing necessary or desirable in the opinion of the Manager of Lakewood Hills and/or the Elkins Lake Recreation Corporation to maintain or improve the Elkins Lake Development and/or this Subdivision. The use of the General Maintenance Fund for any of these purposes is permissive and not mandatory, and the decision of the Manager of Lakewood Hills and/or the Elkins Lake Recreation Corporation with respect thereto shall be final, so long as made in good faith; and the Manager of Lakewood Hills and/or the Elkins Lake Recreation Corporation shall have the right to use such funds for any one or more of the above designated general purposes, in such order as said Manager and/or the said Corporation may in their discretion deem desirable. The Manager of Lakewood Hills and/or the Elkins Lake Recreation Corporation shall have the right of reasonable ingress and egress over and across lots and building sites for the purpose of performing the maintenance functions described above.

These provisions as to the General Maintenance Charge and the 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

WEST LAKE SHORES SPECIAL FUND

39. Each improved lot in West Lake Shores, having a structure thereon, shall in addition to the maintenance charge referred to in IV above, be and is hereby made subject to an annual "West Lake Shores Special Fund" charge, beginning January 1, 1979, except as hereinafter otherwise provided.

40. The West Lake Shores Special Fund charge referred to shall be used to create a fund to be known as the "West Lake Shores Special Fund"; and each such charge shall (except as otherwise hereinafter provided), be paid by the owner of each lot in the Subdivision, which has been improved and built upon, monthly in advance, on or before the first day of each month, beginning January 1, 1979.

41. The exact amount of each such charge, not less than \$16.50 per month, will be determined by the Developer during the month preceding the due date of said charge. All other matters relating to the assessment, collection, expenditure and administration of the West Lake Shores Special Fund shall be determined by the Developer.

42. The West Lake Shores 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

thereon, if any) to some other occupant, then the West Lake Shores 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 set forth. 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 West Lake Shores Special Fund charge from month to month, as it deems proper; and the Developer shall have the right at any time to discontinue or abandon said 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.

43. The West Lake Shores Special Fund charges which are collected shall be paid into the West Lake Shores Special Fund to be held and used for the benefit of the Subdivision including, by way of example but not by way of limitation, planting and clearing, landscaping, construction and maintenance of pathways and access routes for pedestrians and vehicles; and such West Lake Shores Special Fund may be utilized generally for doing any other thing necessary or desirable in the opinion of the Developer to maintain or improve, directly or indirectly, the West Lake Shores Subdivision. The use of the West Lake Shores Special Fund for any

property owners shall have the right, as owner of the Common Property, to plant, clear and landscape portions thereof and 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 said owners, directly or indirectly, to maintain, beautify or improve the Subdivision or to contribute to the enjoyment thereof by the Owners of lots therein, subject, however, in all instances, to approval by the Developer. The decision of the Developer with respect to all matters relating to the Common Property shall be final and binding, so long as made in good faith. The Common Property shall not be subject to partition. The Developer may, from time to time, whenever in its discretion the same is desirable, promulgate or publish rules or regulations applicable to the use of the Common Property by the owners of lots in the Subdivision, and such other parties as the Developer may, in its sole discretion, from time to time, authorize to use such Common Property. Upon sale of all lots within the Subdivision, the control of such Common Property shall become vested in a majority of the then record owners of lots within the Subdivision.

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 any non-profit corporation which may then exist and have for its purpose any functions relating to the maintenance or improvement of the Subdivision; subject, however, to the requirement that any such transfer shall require the joinder of Lakewood Hills therein, which joinder or consent, if requested by Developer, shall not unreasonably be withheld. 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 said transferee corporation, if then existing, or to all property owners in the Subdivision, within thirty (30) days after the Developer has deeded to third parties all lots in the Subdivision and all property in Reserve A.

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 (including successor corporations) and assigns.

WITNESS OUR HANDS this the 15 day of June, 1978.

ELKINS LAKE DEVELOPMENT CORPORATION

By: Tom D. Bruck
PRESIDENT

ATTEST:

Wayne Smith
SECRETARY

APPROVED ON THE ABOVE STATED DATE BY:

LAKWOOD HILLS, a JOINT VENTURE

By: J.B. Belin, Jr.
MANAGER

WEST LAKE SHORES-----TO THE PUBLIC-----RESERVATIONS, RESTRICTIONS, AND COVENANTS

WEST LAKE SHORES
AMENDED
RESERVATIONS, RESTRICTIONS, AND COVENANTS

(Previously Recorded in Volume 323/310,
Deed Records of Walker County, Texas)

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

That Interstate Promotional Printing Co., Inc., a Texas corporation, and Elkins Lake Joint Venture, having their principal place of business in Huntsville, Texas (hereinafter called the "Developer"), being the owners of the lots in that certain tract of land which has heretofore been platted into that certain subdivision known as "West Lake Shores", according to the plat of said subdivision, recorded in the office of the County Clerk of Walker County, Texas on June 24, 1978, after having been approved as provided by law, and being recorded in Volume 1, Page 52 of the Map of Records of Walker County, Texas, and has now been re-platted as shown by Plat Recorded in Volume 1, at Page 144, and desiring to create and carry out a uniform plan and scheme for the improvement, development and sale of property in said West Lake Shores (herein referred to as "the Subdivision"), does hereby adopt, establish, promulgate and impress the following AMENDED Reservations, Restrictions and Covenants, which shall be and are hereby made applicable to the Subdivision.

I.

Reservations

3.g. is hereby amended to include the following which were omitted through error from the original recording:

(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 Wimbleton Street;

(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 Developer for (A) Sprinkler 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 line from improvements or any 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 applying to all lots in all blocks in the Subdivision.

II.

Duration

4. is hereby amended to include the following, which was omitted through error from the original recording:

(4) The provisions hereof, including the Reservations, Restrictions and Covenants herein set forth, 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 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....(the balance of this paragraph being found in the Deed Records of Walker County, Texas, in Volume 323, at the top of Page 313, being the originally recorded Reservations, Restrictions and Covenants).

III.

GENERAL RESTRICTIONS

13. is hereby amended to include the following: "...and for the roofs, the following materials may be used:

1. Number 1 Wood Shingles (already approved and in use).
2. Bird and Son - Architect 70 345 lb. - Ebonywood color.
3. Celotex - Dimensional 355 lb. - Desertwood or Shadow Gray Colors.
4. Flintkote - Sierra 340 lb. - Charwood color.
5. GAF Timberline - 345 lb. - Weatherwood color.
6. Certainteed Corporation - Halmark 350 lb. - Weathered shakes Color.
7. In addition to the above designated materials, there is specifically reserved in favor of the Architectural Control Committee, the right to approve additional types of asphalt composition shingles and/or other types of shingles which in the opinion of the Architectural Control Committee will be an asset to the residents and community.

15. Is hereby deleted in its entirety.

The following Restrictions are hereby added:

34. Common Property: Subject to rules and conditions to be set by the Architectural Control Committee, all "common property" as designated on the plat of the Subdivision is defined as property to be used for the common benefit of all owners of lots in the subdivision.
35. All common property is further dedicated for use as public utility easements.

WITNESS OUR HANDS this the 16th day of March, 1983.

INTERSTATE PROMOTIONAL PRINTING CO., INC.

BY: [Signature]
LARRY W. SMITH, PRESIDENT

ELKINS LAKE JOINT VENTURE

BY: [Signature]
BOB DENIGER, MANAGER

Approved on the above stated date by:
LAKEWOOD HILLS, A JOINT VENTURE

BY: [Signature]
J.B. BELIN, JR., MANAGER

THE STATE OF TEXAS §
COUNTY OF Walker §

This instrument was acknowledged before me on February _____ 1983, by LARRY W. SMITH, PRESIDENT of INTERSTATE PROMOTIONAL PRINTING CO., INC., a state corporation, on behalf of said corporation.

[Signature]
NOTARY PUBLIC IN AND FOR
THE STATE OF TEXAS
MY COMM. EXP.: 11-05-86
TYPED OR PRINTED NAME OF NOTARY:
M. Theresa Cassan

THE STATE OF TEXAS §
COUNTY OF WALKER §

This instrument was acknowledged before me on February _____ 1983, by BOB DENIGER, MANAGER of ELKINS LAKE JOINT VENTURE, on behalf of said joint venture.

[Signature]
NOTARY PUBLIC IN AND FOR
THE STATE OF TEXAS
MY COMM. EXP.: 11-05-86
TYPED OR PRINTED NAME OF NOTARY:
M. Theresa Cassan

THE STATE OF TEXAS §
COUNTY OF Walker §

This instrument was acknowledged before me on February _____ 1983, by J.B. BELIN, JR., MANAGER of LAKEWOOD HILLS, a JOINT VENTURE on behalf of said joint venture.

[Signature]
NOTARY PUBLIC IN AND FOR
THE STATE OF TEXAS
MY COMM. EXP.: 11-05-86
TYPED OR PRINTED NAME OF NOTARY:
M. Theresa Cassan

AMENDMENT TO
WEST LAKE SHORES
RESERVATIONS, RESTRICTIONS
AND COVENANTS

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

WHEREAS, Elkins Lake Development Corporation, a Texas corporation (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 August 11, 1978 and duly recorded at Volume 323, Page 310, and amended by instrument dated March 16, 1983 and duly recorded at Volume 414, Page 61, all of the Deed Records of Walker County, Texas, hereinafter called the "Declaration";

WHEREAS, pursuant to Section VII, Paragraph 47 of the Declaration, such delegation of authority and duties from the Developer (or its successor in interest) 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 (or its successor in interest) and Elkins Lake Recreation Corporation, without the joinder of any other property owner, and the Developer (or its successor in interest) 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 (or its successor in interest) 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 (or its successor in interest) and Elkins Lake Recreation Corporation agree that all duties and prerogatives of the Developer (or its successor in interest) hereunder (except as set forth below) (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 acknowledges that the maintenance charge and Cottage Cluster Common Area charge described in Articles VI and VII, respectively, of the Declaration shall not, without the consent of the Developer, apply to the Developer's Lots or the lots now

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

