

SECTION IIRESERVATIONS, RESTRICTIONS AND COVENANTS

THE STATE OF TEXAS X
 COUNTY OF WALKER X

KNOW ALL MEN BY THESE PRESENTS:

That INTERSTATE PROMOTIONAL PRINTING COMPANY, a Texas corporation, having its principal place of business in Bryan, Brazos 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 February 11, 1980, after having been approved as provided by law, and being recorded in Volume 1, page 69, 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, Section II (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 ProvisionsApplicability

1.01. 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" (11.714 acres) of the Subdivision, as shown on said plat, and none of the provisions of this instrument restrict or affect said Reserve.

Reservations

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

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

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

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

E. When necessary or convenient for the installation of any utility system or systems, the Developer or any utility company making such installation and utility easements dedicated on the above-mentioned plat or dedicated herein or hereafter created in the Subdivision, may, without liability to the owner of the land encumbered by such utility easement, remove all or any trees and other vegetation within the utility easements. When necessary or desirable for the maintenance of such utility system or systems, Developer or a utility company may trim trees and shrubbery or roots thereof which overhang or encroach into such easements, without liability to the owner of such trees or shrubbery.

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 areas of the Subdivision identified on the aforesaid plat, as "reserve". Any such action by the Developer shall not, in order to be fully binding, require the joinder of any other person, whether such person be an owner of the property in the Subdivision, a lien holder, a mortgagee, a Deed of Trust beneficiary, or any other person. This instrument does not affect or restrict any of the aforesaid "reserve".

Duration

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

Enforcement

1.04. 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

.VOL 354 PAGE 200

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

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 or West Lake Shores) 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

1.05. In the event that any portion of the provisions hereof shall become or be held invalid, whether by reason of abandonment, waiver, estoppel, judicial decisions or otherwise, such partial invalidity shall not affect, alter or impair any other provisions 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

1.06. 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

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

B. Each application made to Lakewood Hills, a Joint Venture, or Elkins Lake Architectural Control Committee (as defined below) shall be accompanied by two sets of plans and specifications for all proposed construction to be done on such lot including plot plans showing the location on the lot and dimensions of all proposed walls, driveways, curb cuts and other matters relevant to architectural approval.

C. Lakewood Hills, a Joint Venture, until the Elkins Lake Architectural Control Committee is selected, and thereafter, the Elkins Lake Architectural Control Committee, shall have the power and authority to create, alter or amend building setback lines, utility easement lines, and requirements as to design of buildings and materials to be used in the construction thereof for any lot or lots within the Subdivision, provided that

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

.VOL 354 PAGE 201

such authority shall be exercised for the purpose of making the lot or lots so affected useful for the purpose for which they were designed and for the purpose of harmonizing and making aesthetically attractive the Subdivision or the neighborhood of the Subdivision in which the lot so affected is located, as such matters may be determined in the good-faith judgment of Lakewood Hills, a Joint Venture, or the Elkins Lake Architectural Control Committee.

Architectural
Control Authority

2.02 A. 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 referred to as the "Committee", reference being hereby made to the restrictive covenants pertaining 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

2.03. 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 Lakewood Hills or the Committee) fails to approve or disapprove in writing any plans and specifications and plat submitted to it in compliance with the preceding provisions within thirty (30) days following such submission, such plans and specifications and plat shall be deemed approved and the construction of any such building and other improvements may be commenced and proceeded with in compliance with all such plans and specifications and plat and all of the other terms and provisions hereof.

Effect of
Approval

2.04. The granting of the aforesaid approval shall constitute only an expression of opinion, whether by Lakewood Hills, a Joint Venture, or the Committee, that the terms and provisions hereof shall be complied with if the building and/or other improvements are erected in accordance with said plans and specifications and plat; and such approval shall not constitute any nature of waiver or estoppel either as to the persons expressing such approval or any other person in the event that such building and/or improvements are not constructed in accordance with such plans and specifications and plat or in the event that such building and/or improvements are constructed in accordance with such plans and specifications and plat, but, nevertheless, fail to comply with the provisions hereof. Further, no person exercising any prerogative of approval or disapproval shall incur any liability by reason of the good faith exercise thereof.

VOL 354 PAGE 202

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

III.

Designation of Types of Lots

3.01. A. All lots in the Subdivision having a common boundary with any portion of Elkins Lake as shown on the recorded plat are hereby designated as "Lakefront Lots".

B. All lots in the Subdivision that are not Lakefront Lots are hereby designated as "Town and Country Lots".

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

IV.

General Restrictions

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

4.02. The living area of the main residential structure (exclusive of porches, whether open or screened, garage or other car-parking facility, terraces, driveways and servants' quarters) shall be not less than the following respective amounts for each of the designated particular types of lots:

Lakefront Lots and Parkfront Lots: 1,800 square feet for a one-story dwelling; 2,400 square feet for a two-story dwelling.

Town and Country Lots: 1,500 square feet for a one-story dwelling; 2,000 square feet for a two-story dwelling.

The exterior materials of the main residential structure and any attached garage (or other attached car-parking facility) on all lots shall be not less than fifty-one percent (51%) masonry. A detached garage (or other detached car-parking facility) may be of wood. The exterior roofing material of the main residential structure and any attached garage (or other attached car-parking facility) on all lots shall be wood shakes unless a deviation from this requirement is approved by the Developer (or Architectural Control Committee after its appointment).

4.03. No building shall be located on any lot nearer to the front street line or nearer to the street side line than the minimum building setback lines shown on the aforesaid plat (designated thereon as "B.L."). Subject to the provisions of Section 4.04 hereof, no building shall be located nearer than

VOL 354 PAGE 203

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

five (5) feet to an interior side lot line, except that a garage or other permitted accessory building located forty (40) feet or more from the front lot line may be a minimum distance of three (3) feet from an interior side lot line. For the purpose of the 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.

4.04. Any owner of one or more adjoining lots (or portions thereof) may consolidate such lots or portions into one building site, with the privilege of placing or constructing improvements on such resulting site, in which case side setback lines shall be measured from the resulting side property lines rather than from the lot lines as indicated on the recorded plat. Any such composite building site must have a frontage at the building setback line of not less than the minimum frontage of lots in the same block. Any such composite building site (or building site resulting from the remainder of one or more lots having been consolidated into a composite building site) must be of not less than nine thousand (9,000) square feet in area (and this shall supersede any contrary provisions in the Subdivision plat). Any modification of a building site (changing such building site from either a single lot building site or from a multiple whole lot building site), whether as to size or configuration, may be made only with the prior written approval of Lakewood Hills until the Committee is selected and thereafter, only with the prior written approval of the Committee. Upon any such required approval having been obtained, such composite building site shall thereupon be regarded as a "lot" for all purposes hereunder, except, however, that for purposes of voting for the Committee (as provided under Section 2.02. B above), an owner shall be entitled to one (1) vote for each whole lot within such owner's building site.

4.05 All lots in the Subdivision shall be used only for single-family residential purposes. No noxious or offensive activity of any sort shall be permitted, nor shall anything be done on any lot which may be or become an annoyance or nuisance to the neighborhood. No lot in the Subdivision shall be used for any commercial, business or professional purpose nor for church purposes. The renting or leasing of any improvements thereon or portion thereof, without the prior written consent of Developer is prohibited. No house trailer, camper trailer, camper vehicle or motor vehicle (or portion thereof) shall be lived in on any lot.

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

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

Until the Developer has sold all other lots in West Lake Shores, Section II (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 West Lake Shores, Section II, except the lot upon which such field office is located, have been sold.

VOL 354 PAGE 204

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

4.08. 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 Lakewood Hills constitute a danger or potential or actual disruption of other lot owners, their families or guests.

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

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

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

4.11. All lots shall be kept at all times in a sanitary, healthful and attractive condition, and the owner or occupant of all lots shall keep all weeds and grass thereon cut and shall in no event use any lot for storage of material or equipment except for normal residential requirements or incident to construction of improvements thereon as herein permitted, or permit the accumulation of garbage, trash or rubbish of any kind thereon, and shall not burn any garbage, trash or rubbish. All clothes lines, yard equipment or storage piles shall be kept screened by a service yard, drying yard or other similar facility as herein otherwise provided, so as to conceal them from view of neighboring lots, streets or other property. Boats, trailers and other parked vehicles are to be stored in a location no closer to the street than the front building setback 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, Lakewood Hills (until the Committee is selected, and thereafter, the Committee) may, without liability to the owner or occupant in trespass or otherwise, enter upon (or authorize one or more others to enter upon) said lot, and cause to be cut, such weeds and grass, and remove or cause to be removed such garbage, trash and rubbish or do any other thing necessary to secure compliance with these restrictions, so as to place said lot in a neat, attractive, healthful and sanitary condition, and may charge the owner or occupant of such lot for the reasonable cost of such work and associated materials. The owner or occupant, as

the case may be, agrees by the purchase or occupation of the property to pay such statement immediately upon receipt thereof; however, the payment of such charge is not secured by any nature of lien on the property.

4.12. 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 Lakewood Hills; and any such approval which is granted by Lakewood Hills may be withdrawn at any time by Lakewood Hills, in which event, the party granted such permission shall, within the period designated by the Developer (which in no event shall be less than five (5) days), thereupon remove same. After initial residential occupancy of improvements on any particular lot in the Subdivision, no sign, advertisement, billboard or advertising structure of any kind other than a normal for-sale sign approved by Lakewood Hills 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.

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

4.13. 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.

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

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

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

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

4.18. 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 Lakewood Hills.

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

V.

Special Restrictions

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

A. Only underground electric service shall be available for said lots and no above surface electric service wires shall 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 of said underground line shall be subject to excavation, refilling and ingress and egress for the installation, inspection, repair, replacing and removing of said underground facilities by such utility company; and owners of said lots shall ascertain the location of said lines and keep the area over the route of said lines free of excavation and clear of structures, trees or other obstructions.

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

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

D. 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).

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

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

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

VOL 354 PAGE 207

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

5.02 In addition to the General Restrictions set forth in Article IV above and the Special Restrictions applicable to such lots as set forth herein, the following additional restrictions shall apply to all Lakefront and Parkfront lots:

A. No improvements shall be erected upon any such lot unless the top of the foundation slab or other foundation is not less than three hundred fifty-three (353) feet above sea level. The Developer does not, by inclusion of this provision in these restrictions, make any representation as to the maximum height to which Elkins Lake or other waters might rise.

B. The one hundred year flood plain level applicable to the Subdivision as determined at the time of the execution of these Restrictions is three hundred fifty-three (353) feet above mean sea level. By acceptance of a deed to any lot subject to these restrictions, the purchase thereof acknowledges that he has been notified that part or all of Lakefront Lots and Parkfront Lots may lie within the one hundred year flood plain and agrees that neither the Developer, nor its successors or assigns, shall be liable for any loss of use of or damage done to any shrubbery, trees, flowers, improvements, bulkheads, piers (or any vessels attached thereto), fences, walls or buildings of any type or the contents thereof on any lot whatsoever in the Subdivision caused by changes in the water level of Elkins Lake, Camellia Lake or Azalea Lake.

VI.

Maintenance Funds

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

6.02. The maintenance charge referred to shall be used to create a fund to be known as the "Maintenance Fund"; and each such maintenance charge shall (except as otherwise hereinafter provided) be paid by the owner of each lot (or residential building site) annually, in advance, on or before January 1st of each year, beginning 1980. At the option of the General Manager of Lakewood Hills and/or Elkins Lake Recreation Corporation, the maintenance charge herein imposed may be paid in twelve monthly installments, monthly in advance. The Manager of Lakewood Hills and/or the Elkins Lake Recreational Corporation's election to allow such monthly payment of the maintenance charge may be terminated at any time.

6.03 For the year 1978, the General Maintenance Charge shall be \$270.00 per lot per year. Thereafter the exact amount of each maintenance charge will be determined by the General Manager of Lakewood Hills and/or Elkins Lake Recreation Corporation during the month preceeding the due date of said maintenance charge. All other matters relating to the assessment, collection, expenditure and administration of the Maintenance Fund shall be determined by the Manager of Lakewood Hills and/or the Elkins Lake Recreation Corporation.

In addition to the maintenance charge herein referred to, each lot shall be subject to a monthly charge for street lighting services; such charge will be included in the monthly bill from Gulf States Utilities Company to such lot owner and shall be in addition to all other charges which such lot owner may incur for electric service. The amount of such monthly charge shall be determined by Gulf States Utilities Company and without limiting, the right of such company to assess a different figure in the future, the initial monthly charge shall be \$0.50 per month.

In the event that Developer and Elkins Lake Municipal District should so contract for the benefit of the said Utility District, in addition to the maintenance charge herein referred to, each lot shall also be subject to a monthly utility charge of SIX DOLLARS AND NO/100THS Dollars (\$6.00) payable to the Elkins Lake Municipal Utility District commencing on the first day of the first full calendar month following the month in which a water line and a sanitary sewer line is extended by such Municipal Utility District to a property line of the subject lot and terminating upon the completion of the construction of a residence on such lot and the connection of such residence to such water line and sanitary sewer line. Developer, at its election, may require the payment of such utility charge annually in advance, subject to a pro rata rebate in the event that a residence is completed during such year. The payment of the aforesaid street lighting charge and the aforesaid utility charge are and shall be secured by the same lien which secures the maintenance charge. The Developer shall have the right, at its option, to contract with Gulf States Utilities Company of Elkins Lake Municipal Utility District or both to collect the maintenance charges, street lighting charges and/or utility charges herein imposed and in connection therewith, may assign the lien securing payment thereof to either or both of said entities for the period of said contract.

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

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

VOL 354 PAGE 209

6.05. The Maintenance Charges collected shall be paid into the 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 part of such development), The 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 Development and/or this Subdivision. The use of the 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 Maintenance Charge and the 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.

6.06. 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 maintenance charge hereby levied, a vendor's lien shall be and is hereby reserved in the Deed from the Developer to the purchaser of each lot or portion thereof, which lien shall be enforceable through appropriate judicial proceedings by the Developer. Said lien shall be deemed subordinate to the lien or liens of any bank, insurance company or savings and loan association ("Institutional Lender") which hereafter lends money for the purchase of any property in the Subdivision, and/or for construction (including improvement) and/or permanent financing of improvements on any such property. All maintenance charges shall be due and payable thirty (30) days after the date of the invoice therefor. Such maintenance charges which are not paid promptly when due, shall bear interest from and after the due-date at the rate of ten percent (10%) per annum, and the Developer shall be entitled to collect reasonable collection charges, including attorney's fees, with respect to any maintenance charge which is not paid promptly when due. Such interest, collection charges and attorney's fees shall be secured in like manner as the maintenance charge. Each owner of any building site is deemed to covenant and agreed to pay the said maintenance charges as well

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

VOL 354 PAGE 210

as well as reasonable collection charges including attorney's fees, applicable to his lot or building site.

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

VII

TRANSFER OF FUNCTIONS OF THE DEVELOPER

7.01 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.

VII

BINDING EFFECT

8.01 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 11 day of FEBRUARY, 1980.

INTERSTATE PROMOTIONAL PRINTING
COMPANY

BY: Larry W. Smith
LARRY W. SMITH, President

ATTEST:

Annette D. Smith
ANNETTE D. SMITH, Secretary

APPROVED ON THE ABOVE STATED DATE BY:

LAKWOOD HILLS, A JOINT VENTURE

BY: J. B. Belin, Jr.
J. B. BELIN, JR. Manager

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

VOL 354 PAGE 211

STATE OF TEXAS

X

COUNTY OF Walker X Before me, the undersigned notary public in and for said State and County, on this date personally appeared Larry W. Smith, known to me to be the person and officer whose name is subscribed to the foregoing instrument, who, being by me duly sworn, on oath stated and acknowledged that he had signed the same for the purposes and consideration therein expressed, in the capacity therein stated, and as the act and deed of Interstate Promotional Printing Company, a corporation, of which he is President.

Given under my hand and seal of office this the 11 day of ~~January~~ ^{February}, A.D. 1980, and subscribed and sworn to by the said Larry W. Smith before me on said date, to certify which witness my official seal and signature.

Nan E. Lawson
Notary Public in and for
Walker County, Texas

NAN E. LAWSON
Notary Public, Walker County
Texas—My Commission Expires 11-30-80

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. 354 Page 199-212 of the Deed records of Walker County, Texas Given under my hand and seal of office this the 21st day of April 20, 08
James D. Patton, County Clerk
Walker County, Texas
By R. Hargrove, Deputy

THE STATE OF TEXAS
COUNTY OF WALKER

VOL 354 PAGE 212

I, JAMES D. PATTON, Clerk of the County Court in and for Walker County, Texas, do hereby certify that this instrument was FILED FOR RECORD and RECORDED in the volume and page of the named record and at the time and date as stamped hereon by me.

FILED FOR RECORD
At 10:30 o'clock A M

FEB 11 1980

J.D. PATTON, WALKER COUNTY, TEXAS
By J. Hargrove deputy

County Clerk of Walker County, Texas



FEB 25 1980

RECORDED

01740

AMENDMENT TO
WEST LAKE SHORES, SECTION II
RESERVATIONS, RESTRICTIONS
AND COVENANTS

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

WHEREAS, Interstate Promotional Printing Company, a Texas corporation and Lakewood Hills, a Joint Venture (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 February 11, 1980 and duly recorded at Volume 354, Page 199 of the Deed Records of Walker County, Texas, hereinafter called the "Declaration";

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

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

NOW THEREFORE, the Developer and Elkins Lake Recreation Corporation agree that the Declaration is hereby amended by adding the following paragraph thereto as Section 7.02, to-wit:

7.02. The Developer and Elkins Lake Recreation Corporation agree that all duties and prerogatives of the Developer 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

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

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

This instrument may be executed in any number of counterparts and may be recorded by attaching only the signature page and the appropriate notarization of each counterpart to the body of this instrument.

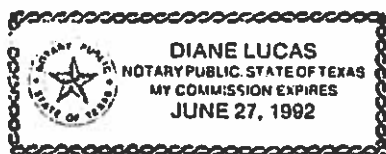
EXECUTED this 10 day of June, 1992.

INTERSTATE PROMOTIONAL PRINTING
COMPANY

By: Wayne Smith
Name: Interstate Promotional Printing Co
Title: President

THE STATE OF TEXAS §
§
COUNTY OF Montgomery §

This instrument was acknowledged before me on this 10~~th~~ day of June 1992,
by Wayne Smith, President of Interstate
Promotional Printing Company, on behalf of said corporation.

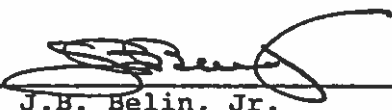


Diane Lucas
NOTARY PUBLIC, STATE OF TEXAS

[SEPARATE SIGNATURE PAGES FOR LAKEWOOD HILLS AND ELKINS
LAKE RECREATION CORPORATION ARE ATTACHED]

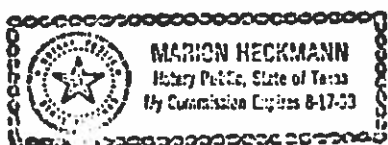
[SIGNATURE PAGE FOR LAKEWOOD HILLS TO AMENDMENT TO WEST LAKE SHORES, SECTION II, RESERVATIONS, RESTRICTIONS AND COVENANTS]

LAKWOOD HILLS, A JOINT VENTURE

By: 
Name: J.B. Belin, Jr.
Title: Attorney-in-Fact

THE STATE OF TEXAS §
 §
COUNTY OF FORT BEND§

This instrument was acknowledged before me on this 22 day of March 1993,
by J.B. Belin, Jr., Attorney-in-Fact of Lakewood Hills,
a Joint Venture, on behalf of said joint venture.




NOTARY PUBLIC, STATE OF TEXAS

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

[SIGNATURE PAGE FOR ELKINS LAKE RECREATION CORPORATION TO AMENDMENT TO WEST LAKE SHORES, SECTION II, RESERVATIONS, RESTRICTIONS AND COVENANTS]

ELKINS LAKE RECREATION CORPORATION

By: J. A. Cunningham
 Name: J. A. Cunningham
 Title: President

THE STATE OF TEXAS §
 COUNTY OF WALKER §

This instrument was acknowledged before me on this 2nd day of April ¹⁹⁹³ ~~1994~~ by JOHN A CUNNINGHAM, _____ of Elkins Lake Recreation Corporation, on behalf of said corporation.

David G. Hunt
 NOTARY PUBLIC, STATE OF TEXAS

0029411.01
 04920771828

THE STATE OF TEXAS
 COUNTY OF WALKER

APR 7 1993

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 named record and of the time and date as stamped hereon by me.



JAMES D. PATTON, CLERK
 WALKER COUNTY, TEXAS

OFFICIAL PUBLIC RECORDS

-4-

VOL 0190 PAGE 723

FILED FOR RECORD
 JAMES D. PATTON
 COUNTY CLERK
 '93 APR -7 P1:16
 WALKER COUNTY, TX
 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. 190 Pages 720-723 of the Official Public Records of Walker County, Texas. Given under my hand and seal of office this the 21st day of April 1993.
 James D. Patton, County Clerk
 Walker County, Texas
 By: Melba Leigh, Deputy