WLS-SEC. III

DAVIS, DURHAM, DURHAM & PARK
ATTORNEYS AT LAW
POST OFFICE BOX 671
HUNTSVILLE, TEXAS 77340

DECLARATION OF RESERVATIONS, EASEMENTS, COVENANTS, CONDITIONS AND RESTRICTIONS

1437

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

That First National Bank of Huntsville, a national banking association, acting by and through its officers hereunto duly authorized, 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, SECTION 3, according to the plat of said subdivision duly recorded, after having been first approved as provided by law, in Volume 2, Page 13, of the Plat Records of Walker County, Texas, hereinafter called plat, and desiring to create and carry out a uniform plan and scheme for the improvement, development and sale of property in said subdivision known as WEST LAKE SHORES, SECTION 3, hereinafter called subdivision, does hereby adopt, establish, promulgate, and impress the following reservations, easements, covenants, conditions and restrictions which shall be and are hereby made applicable to the subdivision and all real property situated therein, to-wit:

1. Each contract, deed, deed of trust, or other instrument which may be hereafter executed with respect to any property situated within the subdivision shall be deemed and held to have been executed, delivered and accepted subject to all the terms and provisions contained herein, regardless of whether or not any of such terms and provisions are set forth therein or referred to therein.

2. The streets shown on the plat are private streets, are not intended for public use and are not dedicated to the public. Such private streets are reserved as private easements and shall be used only by: (a) present owners and future owners of real property within the subdivision and their invitees; (b) persons duly licensed and/or authorized to render emergency services within Walker County, Texas, including, but not limited to, emergency medical technicians, fireman, and law enforcement officers, as emergency access easements; and (c) persons performing services for public utilities serving the subdivision. Developer shall maintain such private streets until it conveys the real property situated within the rights-of-way of such private streets to the hereinafter mentioned non-profit corporation, subject to the terms and provisions of this paragraph 2. Notwithstanding anything herein contained to the contrary, such non-profit corporation shall then have the right, but not the obligation, to dedicate such private streets to the public. Such non-profit corporation shall have the duty to maintain such private streets until the same have been dedicated to and accepted for maintenance by the appropriate political subdivision of the State of Texas.

3. Easements for the installation and maintenance of utilities are reserved as shown and reserved on the plat for the use and benefit of any public utility operating in Walker County, Texas,

and for Developer and its successors and assigns. Right of use for ingress and egress shall be had at all times over any such utility easement and for the installation, operation, maintenance, repair or removal of any utility together with the right to remove any obstruction that may be placed in any such utility easement which would constitute interference with the use, maintenance, operation or installation of such utility. No public utility, water district, political subdivision, or any other authorized entity using the utility easements herein referred to shall be liable for any damage done by them or their assigns, agents, employees, or servants, to shrubbery, trees or flowers, unroofed porches, unroofed decks, unroofed terraces, piers, eaves, steps and air-conditioning and heating systems, or to other property of a lot owner situated within any such utility easement. 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 or sanitary sewer lines, conduits or other appurtenances or facilities constructed by the Developer or by a public utility upon, under, along, across or through such utility easements.

4. The provisions hereof, including the reservations, easements, covenants, conditions and restrictions herein set forth, shall run with the land and shall be binding upon the Developer, and all persons or parties claiming under them for a period of thirty (30) years from the date hereof, at which time all 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 (30) years or ten (10) years, the then owners of a majority of the 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 (30) year period or any successive ten (10) year period thereafter.

5. In the event of any violation or attempted violation of any of the provisions hereof, including any of the reservations, easements, covenants, conditions, or restrictions herein contained, enforcement shall be authorized by any proceeding at law or in equity against any person or persons violating or attempting to violate any of such provisions, including, but not limited to, a proceeding 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 provision. Any person found to have violated or to have attempted to violate any of the provisions hereof in any proceeding at law or in equity hereby agrees to pay the opposite party's attorney's fees in the action or proceeding, such fees to be fixed by the Court. It shall be lawful for the Developer or for any person or persons owning property in the subdivision to bring any proceeding at law or in equity against the person or persons violating or attempting to violate any of the provisions of this instrument. Failure by any person entitled to enforce the provisions hereof shall in no event be deemed a waiver of the right to do so thereafter.

6. Invalidation of any one of these reservations, easements, covenants, conditions or restrictions by judgment or court order shall in no way affect any other provisions, and all other provisions shall remain in full force and effect.

7. No violation of the provisions herein contained, or any portion thereof, shall affect the liens created by any mortgage, deed of trust or other instrument presently of record or hereinafter placed of record or otherwise affect the rights of any person holding under the same; and the liens created by any of such instruments may, nevertheless, be enforced in accordance with its terms; provided, however, that the provisions hereof shall be binding on any owner whose title is acquired by judicial or other foreclosure, by trustee's sale or by other means.

8. No building, or other improvements of any character shall be erected or placed, or the erection or placing thereof commenced, or changes made in the design thereof or any addition made thereto or exterior alteration made therein, including, without limitation, the exterior color thereof, after original construction, on any property in the subdivision until the obtaining of the necessary approvals (as hereinafter provided) of the construction plans and specifications and a plat showing the locations 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 locations with respect to topography and finished grade elevation.

9. The authority to grant or withhold architectural control approvals as referred to above are vested in the Developer and in the Architectural Control Authority provided for in the instrument duly recorded in Volume 254, Page 432, of the Deed Records of Walker County, Texas, hereinafter called Elkins Lake Architectural Control Authority. Each application for approval of the above mentioned construction plans and specifications and plat shall be submitted to the Developer and shall be accompanied by three (3) 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 the dimensions of all proposed walls, driveways, curb cuts and other matters relevant to architectural control approval and these three (3) sets of plans and specifications and plot plans shall be hereinafter called construction drawings.

10. Within ten (10) days after receipt of construction drawings submitted to it by an applicant in compliance with the terms and provisions of the preceding paragraph, the Developer shall either preliminarily approve or disapprove of the same. If the Developer gives its preliminary approval to such construction drawings, it shall notify the applicant in writing of such approval and shall also within such ten (10) day period of time submit such construction drawings to the Elkins Lake Architectural Control Authority for its approval or disapproval, with instructions to the Elkins Lake Architectural Control Authority to notify both the Developer and the applicant in writing of either its approval or disapproval of such constructions drawings. In the event the Developer fails to give its preliminary approval or disapproval in writing to such construction drawings within such ten (10) day period of time, such construction drawings shall be deemed preliminarily approved by the Developer and the applicant shall have the right to submit the same to the Elkins Lake Architectural Control Authority for its approval or disapproval, with instructions to the Elkins Lake Architectural Control Authority to notify both

the Developer and the applicant in writing of either its approval or disapproval of such construction drawings.

11. Final approval or disapproval as to architectural control matters by the Developer as set forth in this instrument shall be in writing. In the event the Developer fails to finally approve or disapprove in writing any construction drawings submitted to it in compliance with terms of this instrument within thirty (30) days after it has been notified in writing that the same have been approved by the Elkins Lake Architectural Control Authority, such construction drawings shall be deemed approved and the construction of any building and other improvements may be commenced and proceeded with in compliance with such construction drawings and all of the other terms and provisions hereof.

12. The granting of the aforesaid approval shall constitute only an expression of opinion by the Developer 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 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, neither the Developer nor its officers and employees exercising any prerogative of approval or disapproval shall incur any liability by reason of the good faith exercise thereof.

13. No building shall be erected, altered or permitted to remain on any lot in the subdivision other than one (1) detached, or attached in the case of those lots upon which the zero lot line adjoins the zero lot line of the neighboring lot, single-family residential dwelling and a private garage (or other covered car parking facility) for not more than three (3) automobiles and other than bona fide servants' quarters; provided, however, that the servants' quarters structure shall not exceed the main dwelling in area, height or number of stories. For purposes of this instrument the word "lot" shall not be deemed to include any portion of the private streets or common open spaces shown on the plat.

14. The living area of the main residential structure (exclusive of porches, whether opened or screened, garage or other car parking facility, terraces, driveways and servants' quarters) shall be not less than the amount of square feet per lot as set forth below:

Lots 1 through 26 of Block 1	-	1500 square feet
Lots 1 through 4 of Block 2	-	1200 square feet
Lots 8 through 11 of Block 5	-	1200 square feet
Lots 1 through 3 of Block 6	-	1200 square feet
Lots 1 through 8 of Block 7	-	1200 square feet
Lots 1 through 6 of Block 3	-	1000 square feet
Lots 1 through 6 of Block 4	-	1000 square feet
Lots 1 through 7 of Block 5	-	1000 square feet
Lots 1 through 12 of Block 8	-	1000 square feet

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

15. The broken line drawn on each lot on the plat which runs parallel to a non-street side lot line is hereby deemed to be located ten (10) feet from the nearest side lot line of the lot upon which it is drawn and is hereinafter called a side building setback line. Some, but not all, of the side building setback lines are designated on the plat as "10 Ft B. L." The side lot line farthest from the side building setback line shall be hereinafter called the zero lot line and the side lot line closest to the side building setback line shall be hereinafter called the non-zero lot line. No building of any character shall be located on any lot in the subdivision within the area between the side building setback line and the non-zero lot line or within an area reserved as a utility easement or nearer than fifteen (15) feet to a front or side street line. For purposes of this instrument, unroofed porches, unroofed decks, unroofed terraces, piers, eaves, steps and air-conditioning and heating systems shall not be considered as a part of a building if located upon a portion of a lot in the subdivision situated between the non-zero lot line and the building setback line or reserved as a utility easement; provided, however, and as set forth in paragraph 3 hereof, no public utility, water district, political subdivision, or any other authorized entity using the utility easement herein referred to shall be liable for any damage done by them or their assigns, agents, employees, or servants, to shrubbery, trees or flowers, unroofed porches, unroofed decks, unroofed terraces, piers, eaves, steps and air-conditioning and heating systems, or to other property of a lot owner situated within any such utility easement. There is hereby reserved a six (6) foot maintenance easement on each lot in the subdivision running the entire length of the lot adjacent to the non-zero lot line to be used by the owner of the lot next to the non-zero lot line for the purpose of maintaining the improvements located on such user's lot. The person using the maintenance easement shall use his best efforts not to disturb the area reserved as such and shall restore the same to the same condition it was in prior to the commencement of such use. No residential structure constructed on any lot in the subdivision shall encroach upon another lot; provided, however, the Developer may permit the construction of a residence with eaves which encroach not more than sixteen (16) inches upon an adjacent lot, provided that said eaves are equipped with gutters sufficient to limit the discharge of rain water on the adjacent lot. The exterior construction of walls built on a zero lot line shall be typical stud wall construction with brick veneer or other approved masonry veneer over the entire wall surface. No windows, vents, or other penetration of a wall constructed on the zero lot line shall be permitted. If a wall constructed on a zero lot line comprises a portion of a party wall joining two structures on contiguous lots with adjoining zero lot lines, the same shall be constructed so as to meet the applicable requirements of the City of Huntsville, Texas, and all other applicable laws. Any garage fronting towards a street shall not be located nearer than twenty (20) feet to the closest curb line of the street that it fronts.

16. 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 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 four thousand (4,000) square feet in area (and this shall supersede any contrary provision in the plat). Any modification of a building site (changing such building site from either a single lot building site or from a multiple whole lot building site), whether as to size or configuration, may be made only with the prior written approval of the Developer. 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 voting purposes provided for in this instrument an owner shall be entitled to one (1) vote for each whole lot within such owner's building site.

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. No house trailer, camper trailer, camper vehicle or 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. Until the Developer has sold all other 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 sold.

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

20. 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 setback line, nor on corner lots nearer to the side lot line than the building setback line parallel to the side street. No fence, wall or hedge along the rear line or side line of any lot shall be erected or permitted without the written approval of the Developer. 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 each 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.

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

22. 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, the Developer 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 reservations, easements, covenants, conditions and 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.

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

24. 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.

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

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

27. Driveways shall be entirely of concrete (except, however, some other material may be used with the prior written 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 not be broken. The driveway shall be poured against a horizontal form board to reduce the unsightly appearance of a ravelling driveway.

28. 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 Developer).

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

30. 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.

31. Each lot in the subdivision shall be and is hereby made subject to an annual maintenance charge, except as otherwise hereinafter provided. The annual maintenance charge referred to shall be used to create a fund to be known as the "Maintenance Fund." Each such annual maintenance charge shall (except as otherwise hereinafter provided) be paid by the owner of each lot annually, in advance, with the first payment being due and payable on the date each owner acquires title to a lot (and being only for the remaining portion of the calendar year in which he acquires such title); thereafter, the same shall be due and payable on or before January 1 of each year beginning the January 1 next after each owner acquired title to his lot. The exact amount of the annual maintenance charge shall be determined by the Developer during the month of December of each calendar year, commencing in December, 1986; no annual maintenance charge shall be charged in calendar year 1986. The annual maintenance charge shall not 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 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 annual maintenance charge shall thereupon be applicable to such lots; and the Developer hereby covenants for each lot

within the subdivision, and each owner of a lot is hereby deemed to covenant by the acceptance of his deed for such lot, whether or not it shall be so expressed in his deed, to the applicability of the annual maintenance charge to each such lot within the subdivision under the circumstances herein stated. The annual maintenance charge shall be in addition to the maintenance charge applicable to lots in the subdivision provided for in that one certain General Warranty Deed from Lakewood Hills to Elkins Lake Development Corporation dated September 16, 1977, and duly recorded in Volume 308, Page 723, of the Deed Records of Walker County, Texas.

32. The Maintenance Fund charges collected shall be paid into the Maintenance Fund to be held and used exclusively for the benefit, directly or indirectly, of the subdivision; and such Maintenance Fund may be expended by the Developer for any purpose or purposes which, in the sole judgment of the Developer, will tend to maintain the property values in the subdivision, including, but not by way of limitation: providing for the maintenance and repair of the private streets and common open spaces shown on the plat; enforcement of the provisions of this instrument; and, for the maintenance, operation, repair, benefit and welfare of any recreational facilities which might be hereafter established in the subdivision. The use of the maintenance fund for any of these purposes is permissive and not mandatory, and the decision of the Developer with respect thereto shall be final, so long as made in good faith. 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, savings and loan institution or any other person which hereafter lends money for the purchase of any property within the subdivision, and/or for construction (including improvement) and/or permanent financing of improvements on any such property. Such maintenance charges which are not paid promptly when due, shall bear interest from and after the due date at the rate of eighteen (18%) percent per annum, and the Developer shall be entitled to collect reasonable collection charges, including attorneys' fees, with respect to any maintenance charge which is not paid promptly when due. Such interest, collection charges and attorneys' fees shall be secured in like manner as the maintenance charge.

33. The provisions of this instrument relating to the annual maintenance charge and to the Maintenance Fund shall continue in effect unless changed in the manner and at the time or times provided for herein, specifically paragraph 4 hereof, for changing other provisions set forth in this instrument.

34. Owners of lots in the subdivision shall be subject to a one-time non-utilization Gas Facility Demand Charge in the amount of Two Hundred Fifty and no/100 ($250.00) Dollars for each dwelling unit which does not use gas as a primary energy source, which is to say, if such lot owners use another source of energy for central comfort heating and water heating, the above stated charge will be in effect. Such charge will be due and payable to the Developer within thirty (30) days after the Developer notifies property owners that such a charge is due.

35. There are shown on the plat five (5) tracts designated, respectively, as Common Open Space "A" (0.909 acres), Common Open Space "B" (0.423 acres), Common Open Space "C" (0.240 acres), Common Open Space "D" (0.049 acres), and Common Open Space "E" (0.035 acres), and the same are hereinafter

collectively referred to as the common areas. The Developer reserves title to all such common areas. No conveyance of any lot in the subdivision shall be held or construed to include title to or any right or interest in the common areas, provided however, Developer reserves the right at its sole option to convey title to all or a portion of the common areas to the hereinafter mentioned non-profit corporation.

36. Developer reserves the right to plant, clear and landscape any part or all of the common areas; to construct and maintain pathways and access routes for pedestrians and vehicles thereon and to utilize the common areas generally for doing any other thing necessary or desirable in the opinion of the Developer to maintain or improve, directly or indirectly, the lots or the common areas. The decision of the Developer with respect to the uses which may be made or permitted from time to time of the common areas shall be final, so long as made in good faith. The Developer may, from time to time, whenever in its discretion same is desirable, promulgate or publish rules or regulations applicable to use of the common areas by owners of lots in the subdivision and such other parties as Developer may, in its discretion from time to time, authorize to use such common areas.

37. The Developer may at any time hereafter cause a non-profit corporation to be organized under the laws of the State of Texas for the purpose of exercising all or any of the duties and prerogatives of the Developer hereunder (including, but not limited to, the matters relating to the maintenance charge and fund and to the ownership and maintenance of the private streets and common areas shown on the plat and to the architectural control approvals). The members of such non-profit corporation shall be the owners of the lots shown on the plat, including Developer as long as it still owns any of such lots. Any such delegation of authority and duties shall serve to automatically release Developer from further liability with respect thereto and vest such duties and prerogatives in such non-profit corporation. Any such delegation shall be evidenced by an instrument amending this instrument placed of record in the Deed Records of Walker County, Texas, and joined in by the Developer and the aforesaid non-profit corporation but not, however, requiring the joinder of any other person in order to be fully binding, whether such other person be an owner of property in the subdivision, a lien holder, mortgagee, Deed of Trust beneficiary, or any other person. After Developer has so delegated such authority and duties to such non-profit corporation, the Developer shall convey the private streets shown on the plat and the common areas to such non-profit corporation, which shall accept such conveyance and which shall be thereafter responsible for the payment of all ad valorem taxes assessed against such private streets and common areas.

38. No improvements shall be erected upon any lot in the subdivision having a common boundary with any portion of Elkins Lake as shown on the plat, hereinafter called lakefront lots, 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 this instrument, make any representations as to the maximum height to which Elkins Lake or other waters might rise. The one hundred year flood plain level applicable to the subdivision as determined at the time of the execution of this instrument is three hundred fifty-three (353) feet above mean sea level. By acceptance of a deed to any lot subject to these reservations, easements, covenants, conditions and restrictions, the purchaser thereof acknowledges that he has been notified that part or all of a lakefront lot 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 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.

39. All buildings constructed upon any lot within the subdivision must be "dried-in" within six (6) months from the date construction commences and completed within one (1) year from the date construction commences. As used herein, the term "dried-in" means that the outside exterior of the building must have the appearance of a completed building.

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

41. Whenever herein a singular word or number is used the same shall include the plural where appropriate, and words of any gender shall include each other gender where appropriate.

IN TESTIMONY WHEREOF, First National Bank of Huntsville, the Developer, has caused the presents to be signed by Robert D. Hardy, Jr., its President, thereunto authorized, attested by its Cashier, Sophie Wesolick, and its seal hereunto affixed, this 5th day of March, 1986.

FIRST NATIONAL BANK OF HUNTSVILLE

By: Robert D. Hardy Jr.
President

ATTEST:

Sophie Wesolick
Cashier

THE STATE OF TEXAS ()

COUNTY OF WALKER ()

This instrument was acknowledged before me on the 5th day of March, 1986, by ROBERT D. HARDY, JR., President of First National Bank of Huntsville, a national banking association, on behalf of said bank.

J. Weaver
NOTARY PUBLIC, STATE OF TEXAS
Print Name: J. Weaver
My commission expires: 1-12-88

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. 6 Page 243-253 of the Official Public records of Walker County, Texas.
Given under my hand and seal of office this the 21st day of April, 20, 88
James D. Patton, County Clerk
Walker County, Texas
By Melba Hugh Deputy

FILED FOR RECORD
JAMES PATTON
COUNTY CLERK
'86 MAR 6 AM 9 56
WALKER CO. TEXAS
BY Arlene Clark
DEPUTY

STATE OF TEXAS
COUNTY OF WALKER
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 records and at the time and date as stamped hereon by me.

JAMES D. PATTON, CLERK
WALKER COUNTY, TEXAS

RECORDED
MAR 18 1986

DAVIS, DURHAM, DURHAM & PARK
ATTORNEYS AT LAW
POST OFFICE BOX 671
HUNTSVILLE, TEXAS 77340

Duncan

02501

AMENDMENT TO DECLARATION OF RESERVATIONS, EASEMENTS, COVENANTS, CONDITIONS AND RESTRICTIONS

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

WHEREAS, First National Bank of Huntsville, a national banking association acting by and through its officers hereunto duly authorized, hereinafter called Bank, is the owner of all the surface and surface rights to the real property situated in WEST LAKE SHORES, SECTION 3, a subdivision in Walker County, Texas, according to and as shown upon the plat of said subdivision duly recorded in Volume 2, Page 13, of the Plat Records of Walker County, Texas, hereinafter called subdivision, except the surface and surface rights to Lot 10, Block 1, of the subdivision.

WHEREAS, the surface and surface rights to Lot 10, Block 1, of the subdivision is owned by R. Dean Lewis and wife, Betty Ann Lewis, hereinafter called Lewis.

WHEREAS, Bank and Lewis agree that it will be to the best interest of the subdivision to amend the Declaration of Reservations, Easements, Covenants, Conditions and Restrictions dated March 4, 1986, and duly recorded in Volume 6, Page 243, of the Official Public Records of Walker County, Texas, hereinafter called Declaration, as hereinafter set forth.

NOW THEREFORE, Bank and Lewis agree that the Declaration is hereby amended by adding the following paragraph thereto as paragraph 42, to-wit:

> 42. Upon the connection of electric service to a lot within the subdivision by Gulf States Utilities Company, hereinafter called GSU, the person responsible for paying for such electric service to GSU, hereinafter called electricity customer, shall also be liable for the payment of a monthly charge to cover the cost of electric energy to operate the street lighting system to be installed, operated and maintained by GSU within the subdivision under the provisions of GSU's Rural Lighting Underground rate schedule. This charge shall be included in the monthly bill from GSU to the electricity customer and shall be in addition to all other charges which the electricity customer may incur for electric service. The amount of this charge is presently $2.70 per month and it may be changed by GSU only after approval by applicable governmental authority.

Bank and Lewis further agree that the paragraph hereby added to the Declaration as paragraph 42 shall be applicable to Lot 10, Section 1 of the subdivision and that such paragraph 42 shall have the same force and effect as if it were originally included in the Declaration.

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

Bank and Lewis further agree that the Declaration shall continue in full force and effect as therein originally written, except as otherwise expressly provided herein.

EXECUTED this 21st day of April, 1986.

FIRST NATIONAL BANK OF HUNTSVILLE

By: Robert D. Hardy Jr.
ROBERT D. HARDY, JR., President

ATTEST:

Sophie S. Wesbrook
CASHIER

R. Dean Lewis
R. DEAN LEWIS

Betty Ann Lewis
BETTY ANN LEWIS

THE STATE OF TEXAS ()

COUNTY OF WALKER ()

This instrument was acknowledged before me on the 21st day of April, 1986, by ROBERT D. HARDY, JR., President of First National Bank of Huntsville, a national banking association, on behalf of said bank.

Molly Doughtie
NOTARY PUBLIC FOR THE STATE OF TEXAS
Print Name Molly Doughtie
My Commission Expires 12-13-89

THE STATE OF TEXAS ()

COUNTY OF WALKER ()

This instrument was acknowledged before me on the 21st day of April, 1986, by R. DEAN LEWIS.

Molly Doughtie
NOTARY PUBLIC FOR THE STATE OF TEXAS
Print Name Molly Doughtie
My Commission Expires 12-13-89

THE STATE OF TEXAS ()

COUNTY OF WALKER ()

This instrument was acknowledged before me on the 21st day of April, 1986, by BETTY ANN LEWIS.

Molly Doughtie
NOTARY PUBLIC FOR THE STATE OF TEXAS
Print Name Molly Doughtie
My Commission Expires 12-13-89

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

At 12:25 P M

Cleanor Bacon

APR 22 1986

THE STATE OF TEXAS
COUNTY OF WALKER

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 at the time and date as stamped hereon by me.

JAMES D. PATTON, CLERK
WALKER COUNTY, TEXAS

RECORDED

APR 29 1986

VOL 010 PAGE 384

THE 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. 10 Page 382 - 384 of the Official Public records of Walker County, Texas.
Given under my hand and seal of office this the 21st day of April, 2009

James D. Patton, County Clerk
Walker County, Texas
By Melba Hogh, Deputy