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16 names

**DECLARATION OF COVENANTS, CONDITIONS AND RESTRICTIONS
OF
WINDMILL COVE**

THE STATE OF TEXAS



LT2-41

COUNTY OF MONTGOMERY

This Declaration of Covenants, Conditions and Restrictions, made on the date hereinafter set forth by WEHESH, Ltd., a Texas Limited Partnership ("Declarant"), and the owners whose names are subscribed hereto ("the Owners").

WITNESSETH

Whereas, Declarant and the Owners are the owners of all of the lots within Windmill Cove, a subdivision in Montgomery County, Texas, according to the plat thereof recorded in Cabinet O, Pages 128 and 129, Clerk's File No. 2000-068583 of the Plat Records of Montgomery County, Texas ("Windmill Cove"); and

Whereas, Declarant and the Owners desire to place certain restrictions, covenants, conditions and stipulations on and against all property within Windmill Cove in order to establish a uniform plan for the development, improvement and sale of such property, and to ensure the preservation of such plan for the benefit of present and future Owners and residents of Windmill Cove:

NOW, THEREFORE, Declarant and the Owners hereby adopt, establish and impose upon Windmill Cove the following restrictions, covenants, conditions and stipulations, for the purpose of enhancing and protecting the value, desirability, attractiveness and quiet enjoyment of Windmill Cove. These restrictions, covenants, conditions and stipulations shall run with the land and each Lot, and shall be binding upon all parties having or acquiring any right, title or interest therein, or any part thereof, and shall inure to the benefit of each owner thereof.

**ARTICLE I
Definitions**

Section 1. "Annual Meeting" shall mean a meeting of the Members of Windmill Cove convened once a year, to conduct elections for Board positions, and enact other business of the Association and Windmill Cove. Prior to the Conversion Date, Declarant, at his sole discretion, may hold such Annual Meetings less frequently.

Section 2. "Architectural Control Committee" (sometimes referred to as the "Committee") shall mean a committee whose sole purpose is to insure that plans and information submitted by Owners for the purpose of constructing, improving, repairing or modifying Residences and any appurtenances thereto are in compliance with the

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stipulations, easements, restrictions, covenants and conditions herein, and that all work is in compliance therewith. Declarant may act as and/or appoint this committee prior to the Conversion Date.

Section 3. "Areas of Common Responsibility" shall mean areas which are or become the responsibility of the Association, which include a) common areas designated as Reserves A, B, C and D on the Plat of Windmill Cove, b) the streets, boat ramp, and rights-of-way, c) the common waterway in the center of the canal (this does not include: boat slips, docks and bulkheads for Interior Lots 14 – 19, or bulkheads for Waterfront or Lakefront Lots that adjoin the canal), d) the Entrance Channel, e) entrance, street and common area lighting, f) common area and entrance signage, irrigation, landscaping, etc., g) perimeter fencing, gates, gate operators (not including personal push-button or similar gate activators) and entrance-related hardware and equipment such as sensors, wiring, auto-dialer, etc., h) the central mail station and related construction.

Section 4. "Articles of Incorporation" shall mean the Articles of Incorporation of the Windmill Cove Civic Association and any amendments thereto, to be filed with the Secretary of the State of Texas.

Section 5. "Assessments" shall mean the fees levied by the Association to obtain funds to pay the costs, expenses and obligations of the Association pursuant to the provisions herein.

Section 6. "Association" shall mean the Windmill Cove Civic Association, a non-profit, non-stock membership corporation, to be incorporated by Declarant prior to the Conversion Date under the laws of the State of Texas, and its successors and assigns.

Section 7. "Board" shall mean and refer to the Board of Directors of the Association. The Board is the governing body of the Association. Declarant may act as and/or appoint the Board prior to the Conversion Date.

Section 8. "By-laws" shall mean the by-laws of the Association, as amended from time to time.

Section 9. "Canal" shall mean the interior water way in Windmill Cove, excavated by Declarant during development, which adjoins the east side of Lot 2, the Waterfront Lots, and the west side of Lot 10.

Section 10. "Conversion Date" shall mean the date that all of the Lots in Windmill Cove have been sold by Declarant or any other date that Declarant so elects.

Section 11. "Declarant" shall mean and refer to WEHESH, Ltd., its successors and assigns.

Section 12. "Entrance Channel" shall mean the water and sub-surface land north of the Canal, projecting into the Lake no more than one hundred feet. This area, though

not owned by the Association, will be maintained and marked by the Association for the sole purpose of providing safe boat access to the Canal.

Section 13. "Improvement" shall mean and refer to any dwelling, Residence, garage, carport, swimming pool, boat slip, bulkhead, boat house, wall, fence, repair and any other work or object placed on, in, under or adjoining any Lot.

Section 14. "Interior Lots" shall mean Lots 13, 14, 15, 16, 17, 18 and 19.

Section 15. "Lake" shall mean and refer to Lake Conroe.

Section 16. "Lakefront Lots" shall mean Lots 1, 2, 10, 11, and 12.

Section 17. "Lot" or "Lots" shall mean and refer to any developed portions of Windmill Cove sold or to be sold by Declarant, and only areas numbered 1 – 19 on the Plat upon which a Single Family Residence has, shall or may be constructed. The boundaries of each Lot are described in detail in the Plat and any amendments thereto.

Section 18. "Member" shall mean each person or entity that owns a Lot.

Section 19. "Owner" shall mean the record owner (not including builders or security interest holders), whether one or more persons or entities, of the fee simple title to the surface of a Lot.

Section 20. "Plat" shall mean and refer to the maps and drawings for Windmill Cove, originally recorded on August 11, 2000 under Clerk's Cabinet O, Pages 128 and 129, File Number 2000-068583, of the Plat Records of Montgomery County, Texas, and as amended July 25, 2005, and as may be amended thereafter, and is incorporated herein and made a part hereof by reference as if fully set forth herein.

Section 21. "Waterfront Lots" shall mean Lots 3, 4, 5, 6, 7, 8 and 9.

ARTICLE II

Restrictions, Exceptions and Dedications

Section 1. The Plat of Windmill Cove dedicates for use, subject to the limitations therein, the private streets and easements shown thereon, and further establishes certain set back lines and restrictions applicable to Windmill Cove and/or the Lots. All dedications, limitations, restrictions, and reservations shown on the Plat are incorporated herein and made a part hereof as if fully set forth herein, and shall be construed as being adopted in each and every contract, deed, agreement or conveyance executed or to be executed by or on behalf of Declarant, as well as all future parties to any contract deed or conveyance of any Lot or any part thereof, whether specifically referred to therein or not. Owners shall have no title or interest in any pipes, wires, lines, poles or any appurtenances thereto in any utility easement.

Section 2. Declarant reserves the easements and streets as shown on the Plat for the purpose of constructing, maintaining, improving and repairing a system or systems of lighting, electric power, telephone and electronic communications, cable television, water, sewers, storm drains, drainage ways, irrigation or other utilities or systems.

Section 3. Easements and Set Backs. All Lots are subject to the easements and building set backs on the Plat or as designated herein. Except for specific written variances (see paragraph below) and underground utility lines, no improvements shall be located over, under, on or across any portion of any easement or set back, except for fences, drives, sidewalks, decks, walkways and similar improvements across the easements and set backs to gain access to, from and around the Lots. Owners shall be responsible for a) all repairs to such improvements which cross or are located on set backs or easements, and b) repairing damage to said improvements that results, either directly or indirectly, from work in any easement. Owners shall indemnify and hold harmless Declarant and the Association from any loss, expense, suit or demand resulting from injuries to persons or damage to property in any way occurring, incident to, arising out of, or in connection with any Owner's installation, maintenance, repair or removal of any improvement located within utility easements and/or set backs, including where such injury or damage is caused or alleged to be caused by the partial or sole negligence of Declarant, its employees, officers, contractors or agents.

The easements and building set backs designated by Declarant on the Plat or elsewhere herein are intended as typical distances, recognizing that: a) minor changes in set backs may be needed for some Residences, and b) that improvements (other than Residences) may be appropriate and/or necessary in some easements (pools, retaining walls, shelters, etc.) or set-backs. To promote better construction or improve the use or value of lots, in specific cases the easements and building set backs may be amended by a written variance by Declarant or the Board. Upon receipt of a written variance and compliance therewith, Lot owners will be in compliance with these restrictions as they specifically relate to each written variance, and shall abide by all of the remaining terms and conditions of these deed restriction that are not amended by such variance(s). Owners shall indemnify and hold harmless Declarant, its successors and/or assigns and the Association for any variance and from any loss, expense, suit or demand associated with any variance, including where the issuance of any variance (and any resulting injuries, claims, costs or damage) is caused or alleged to be caused by the partial or sole negligence of Declarant, its successors and/or assigns. The issuance of a variance by Declarant or Board is specific to the unique conditions and construction of each Lot, and does not constitute a precedent or pattern for any other Lot or construction in Windmill Cove.

Section 4. Street Easements. The streets in Windmill Cove are not dedicated to the public, but shall be operated as private streets with each Owner having an easement for his/her own use and benefit, which includes rights of ingress, egress and passage over and along said streets in favor of Declarant, the Association, the Owners and their legal representatives, successors, assigns, guests, invitees, designees and successor(s)-in-title to each Lot Owner, and in favor of the invitee and designees of each successor(s)-

in-title to each Lot Owner, but not in favor of the public. The dedication of the private streets as utility easements shall not affect the designation of the streets as being private. Likewise, the boat ramp is not dedicated to the public and shall be operated as private boat ramp with each Owner having an easement for his/her own use and benefit. Owners may allow their guests to use the boat ramp from time to time, but such use shall not be regular or frequent. The Board may restrict access to Windmill Cove and/or the use of the boat ramp to guests and visitors that in the Board's sole opinion misuse or abuse the boat ramp and/or any of the guidelines herein.

Notwithstanding the operation of the streets in Windmill Cove as private streets, Declarant hereby grants to agents, vendors and contractors of the Association, and to County, State, and other government officials, law enforcement agencies, ambulances, school buses, fire departments, etc. rights of ingress and egress and passage over and along said private streets of Windmill Cove in connection with the performance of their official functions.

ARTICLE III **Site Restrictions**

Section 1. Land Use. Lots shall be for single family detached residential dwellings only ("Residences"). No structure shall be erected, altered, placed or permitted to remain on any Lot other than one (1) Residence with a fully enclosed garage, and other appurtenances thereto, which may include driveways, fences, boat docks, sidewalks, etc.

Section 2. Building Location. No Residence, garage or carport nor any part thereof shall be located nearer to any Lot line than the minimum building lines as shown on the Plat. Improvements must be made within the boundaries of the minimum building lines on each Lot. Residences shall be placed and oriented on the Lot in a direction and location consistent with adjoining Residences (i.e. similar set back from the street and same orientation as the houses next door).

Any Owner of one or more adjoining Lots may, with the written permission of the Committee, merge such Lots into one building site. If approved, the minimum building lines shall be measured from the resulting minimum building lines rather than the lines indicated on the Plat, and each composite ("merged") building site shall thereupon be regarded as a "Lot" for the purposes of this section of the deed restrictions only.

Section 3. Single Family Per Residence. Each Residence shall be occupied by no more than one (1) single family.

Section 4. Site Use. Driveways, boathouses, fences, and other Lot features shall compliment the Residence. Every Lot and its improvements shall be used only as a Residence for a single family. This prohibits the use of Lots for boarding houses, weekend or short-term rentals, time-share units, or any activity, trade or barter related thereto. Existing trees on a Lot shall not be removed, except in areas where

improvements will be constructed. Any trees removed for construction must be replaced with a like number and type of trees, in the largest practical size.

Section 5. Drainage. No one shall diminish the drainage patterns across Lots or other areas in Windmill Cove unless approved by the Committee. Each Owner shall take the necessary steps to provide for adequate and additional drainage of their Lot(s) and to prevent significant run-off from draining or flowing onto another Lot(s).

Section 6. Views. Views of Lake Conroe are to be preserved wherever possible. Except for approved Residences, improvements and trees, view-obstructing items should be kept to a minimum. Plants and trees must be reasonably trimmed or pruned to maximize views of the Lake.

Section 7. Motor Vehicles. No unregistered, inoperable or unlicensed motor vehicles shall be allowed in Windmill Cove. Motor scooters, "go-carts" or similar vehicles may be prohibited if, in the sole judgment of the Association, the operation, noise or fumes constitute a nuisance or jeopardize the safety of others in Windmill Cove.

Section 8. Storage of Automobiles, Boats, Trailers and other Vehicles. No motor vehicle, boat, trailer, marine or air craft, machinery or equipment of any kind shall be parked or stored on any Lot or other area in Windmill Cove unless concealed from public view inside a garage or within another approved enclosure, except for a) no more than three (3) passenger automobiles, passenger vans or pickup trucks may be parked in the driveway of a Lot if they: have current license plates, registrations and inspection stickers, and are in regular use as motor vehicles on the public streets and highways of the State of Texas, and b) licensed and operational watercraft that are in regular use on Lake Conroe and that are in a boathouse or boat slip approved by the Committee and that meets the requirements of Article VI herein. "Approved enclosure" means an enclosure previously approved by the Committee. No on-going or frequent repair, construction, work or alteration of motor vehicles or other machinery or equipment shall be done or permitted anywhere in Windmill Cove; however, this provision does not apply to maintenance, repairs or similar work by Owners on their own vehicles, watercraft or non-commercial equipment (4 wheeler, travel trailer, boat trailer, etc.). Except for temporary occurrences (weekend visitors, vacation guests, party guests, etc.), Owners and their guests shall not park or allow vehicles, boats, trailers, etc. on the streets, common areas or rights of way in Windmill Cove. The rules for use of designated parking areas in common areas shall be governed by the Board.

Section 9. Pets. Other than common house pets, no horses, cows, hogs, poultry, or animals of any kind may be kept on any Lot. Pets shall not be allowed to become a nuisance or to run at large. Unless pets are on a leash and under the Owner's control, they shall be restricted to the Owner's Lot.

Section 10. Drilling and Mining. No drilling, refining, quarrying or mining of any kind shall be permitted on, in or under any Lot. No derrick or other structure designed for drilling, boring or mining shall be permitted on any Lot.

Section 11. Storage and Disposal of Garbage and Refuse. Trash, garbage and other waste shall not be kept on any Lot, except for typical amounts of household trash and garbage, which must be kept in sanitary containers and disposed of on a weekly basis. No Lot shall be used for storage of any materials, except for materials used in the construction of improvements on a Lot and only during the construction period set forth in Article V herein. To minimize the number of vehicles (especially large trucks) in the subdivision and the number of service providers that have a gate access code, it is the intent of these deed restrictions for Owners to mutually agree on one company to provide garbage pick up, and for other such services (propane, landscaping, spa/pool service, etc.) to have a single provider (or least number of providers) where reasonably possible.

Section 12. Temporary Structure. No structure of a temporary character, whether trailer, boat, tent, shack, barn or other building shall be maintained or used on any Lot at any time. However, Declarant, its successors and assigns reserves the exclusive right to allow, erect and/or keep construction offices, storage areas, signs, trailers and other structures in or upon any portion of Windmill Cove when selling Lots, selling, showing or constructing Residences, constructing other improvements or for other interests of Declarant, its successors and assigns.

Section 13. Signs and Billboards. Other than; a) "For Sale" signs (not to exceed 4' x 4') advertising the sale of Lots or Residences, b) small temporary signs notifying others of a danger or hazard or directing Owners or visitors to a party or event, c) signs, logos, lettering, etc. at the entrance and common areas that designate Windmill Cove, its streets and major features (boat ramp, boat slips, etc.) or d) a general information sign for the benefit of Lot Owners at the mail station or other common area, no signs, billboards, posters, etc. of any kind are allowed in Windmill Cove. The Association, Board, Declarant or their agents shall have the right to remove any sign not complying with the above without liability. Declarant, its successors and assigns reserves the exclusive right to allow or to maintain signs, billboards or advertising devices for sales and for other interests of Declarant, its successors and assigns.

ARTICLE IV **Site Use During Construction**

Section 1. Intent. These guidelines shall insure that any improvement work (new construction, remodeling, additions, renovations, repairs, etc.) does not interfere with others in Windmill Cove, does not degrade, damage or diminish the appearance, value or function of any Lot, street, public area, the Lake or Canal, or anything else in Windmill Cove, and insures that the work is neat, clean, cooperative and conducted in an orderly manner.

Section 2. Site Control. The Owner is responsible for everyone on the Lot, and construction personnel shall cooperate with others in the neighborhood. Un-necessary and/or disruptive noise and construction-related activities (radios, music, early morning/late night construction work, etc.) are not permitted. If permanent sanitary facilities are not available, a temporary toilet shall be placed on the Lot during construction, which shall be regularly serviced and maintained in clean, safe and proper working order. Construction trash and debris may accumulate in small quantities on the Lot in a container or confined area provided that it can not blow or migrate from the Lot, and must be removed from the site as often as necessary to maintain a neat and attractive construction site. All construction-related trash, debris, silt, wash-out, dirt, run-off, etc. that ends up outside the boundaries of the Lot must be removed and cleaned to the satisfaction of the Board immediately. Each Lot shall be graded so that water uniformly drains from the Lot (but not on to adjoining Lots), and does not stand or puddle on the surface after a rain. Any violations of these provisions shall be remedied by the Owner and/or through his/her contractor immediately. Any uncorrected violation will be treated as a maintenance failure according to the provisions of Article X.

Section 3. Construction Fee and Deposit. To offset construction-related wear and tear (roads, entrance gate, etc.), and to promote compliance with the terms and conditions herein, the Association (or Declarant prior to the Conversion Date) shall be paid a construction fee (\$1,000 for new home construction, \$500 for major exterior renovations) and a construction deposit (\$2,500 for new home construction, \$1,000 for major exterior renovations). The construction fee is not refundable. Construction deposits shall be retained and set aside during the construction process. Provided: a) there is no damage to the roads, entrance, common areas, adjoining Lots, etc., b) that construction is complete, and c) that all of the terms and conditions herein have been complied with, the deposit will be refunded in a timely manner. In the event of violations, Owner's and/or their builder(s) shall be notified of a violation(s) and shall be given five (5) business days (or other reasonable time period agreed to by the Board) after verbal notice to correct the violation(s). If a violation(s) remains uncorrected after such time, the Association (or Declarant prior to the Conversion Date) may have the violation(s) corrected and deduct the cost from the construction deposit. In the event of serious and/or repeated violations (determined solely by the Board), or where the Association's costs to correct violations exceed the amount of the deposit, the builder and/or Owner shall forfeit the deposit, the builder may be refused entrance to Windmill Cove by the Board, and such violation(s) shall be treated as a maintenance failure by the Owner according to the provisions of Article X.

ARTICLE V

Minimum Construction Standards

Section 1. Construction Time. Once construction begins on a Residence, it must be fully completed and in compliance with this document within eighteen (18) months.

Section 2. Architectural Control. No improvement shall be erected, placed or altered on any Lot until the construction plans and a plot plan have been approved by

the Architectural Control Committee, and the construction fee and construction deposit have been paid and funded.

Section 3. Size and Height. Residences must have at least 2,400 square feet of air-conditioned living space (work shops, porches, garages, etc. are not considered part of the air-conditioned living space of the Residence). This restriction is not applicable to the Residences on Lots 9 and 19; as to those Lots, the minimum square footage of a Residence shall be 2,000 square feet. Roof lines and building shapes shall be designed and oriented to afford maximum views of the Canal and Lake. Designs of Residences on Lakefront and Waterfront Lots should strive for a maximum height of thirty (30) feet (measured between the highest point of the roof and the lowest point of natural grade where it abuts the structure).

Section 4. Garages and Carports. Each Residence shall have a fully enclosed garage for not less than two (2) automobiles. The garage will be available for parking automobiles at all times without any modifications being made to the interior of the garage, and shall be constructed at the same time as the dwelling and act as an integral part of the residential structure. Carports are acceptable, but they may not substitute for the minimum garage requirements, and must be an integral part of the Residence, using the same or similar design, colors and materials as the Residence.

Section 5. Building Elevation. The finished concrete slab or other flooring material for the main level of each Residence must be at a minimum elevation of 209.0'.

Section 6. Wall Treatment. At least eighty percent (80%) of the outside and visible surfaces of all exterior walls (excluding windows and doors) on the Residence, garage and other related improvements shall be long-lasting masonry material such as stone, brick, conventional stucco, stone veneer on conventional stucco, or similar material. All such materials must be approved by the Architectural Control Committee. Other masonry-type materials such as conventional concrete block, Exterior Insulated Finish Systems (EIFS), cement-fiber siding, etc. may be used, but are not considered to be "long-lasting materials", and may not be considered part of the material(s) to meet the 80% requirement above.

Section 7. Solar Collectors, Antennas, Energy Devices, Sports Equipment. Other than small diameter satellite receivers, solar collectors, photovoltaic grids, antennas, and other such devices, towers or installations should not be placed on the front of a Residence and views of such items shall be minimized. No such items shall be unsightly or out of place in a residential setting. As the availability, use and requirements for energy producing and/or energy saving devices change, the Board shall develop guidelines for such items. No goals or sports equipment, whether permanent or portable, may be placed or used on the streets or in common areas of Windmill Cove.

Section 8. Exterior Colors. Exterior colors of the Residence and improvements must be approved by the Committee. Colors should compliment, coordinate or harmonize

with the colors of natural building materials, and should be consistent with the range of color schemes found on other Residences in Windmill Cove.

Section 9. Electric Power and Lighting. Electrical service to each Lot and within the Lot to docks, boathouses, etc. shall be run underground. Exterior lighting should not cast excess light on adjoining Lots or Common Areas.

Section 10. Plumbing and Mechanical. There shall be no connection of any type, either permanent or temporary, between the public drinking water system and Lake water. All irrigation systems connected to the public water system must have an approved check-valve or vacuum-breaker. Owners shall insure compliance with any utility and/or water company's standards and specifications. Residences shall be connected to the public drinking water and sewer systems as soon as practical during the construction of the Residence. No water well, privy, cesspool, septic tank or sewage treatment system shall be placed or maintained on or in any Lot or anywhere in Windmill Cove. Natural gas service is not provided by Declarant. Lot owners may use propane or LP gas. Tanks must be installed underground or screened from public view, and no tank shall be located within twenty (20) feet of any Residence.

ARTICLE VI

Minimum Standards For Lot Features

Section 1. Fences. Fences must be metal (steel or aluminum pickets, galvanized or stainless steel cables, etc.), not to exceed five (5) feet in height on Lots, and six (6) feet on the perimeter of Windmill Cove. Fence color shall be black or appropriate with adjoining construction. No chain link, wood, concrete, wire, or similar type fence is allowed. The Committee may approve vinyl, polymer, cable-rail or similar fencing materials that meet the visual and long-lasting intents of metal fencing. No fence shall impede views or the natural flow of water across a Lot.

Section 2. Driveways. Driveways must be paved, and constructed to prevent street drainage from draining onto any Lot. An expansion joint shall be installed between the driveway and the concrete curb.

Section 3. Swimming Pools and Spas. The size and location of in-ground pools shall be shown on all plans submitted to the Committee. It is recommended that pools not be constructed within twenty (20) feet of any bulkhead to facilitate bulkhead maintenance and replacement. Any pool constructed within twenty (20) feet of any bulkhead requires Committee approval, and Lot Owners acknowledge and accept significantly greater risk, liability and cost for bulkhead maintenance and replacement. The street curb shall not be broken or cut to install a pool drain. No above-ground pools are allowed in Windmill Cove. Above-ground spas are allowed, provided they are not conspicuous and are surrounded with material(s) which compliment other improvements on the Lot.

Section 4. Docks and Boat Slips. Construction of any dock, boat house, slip, or similar structure requires the prior written approval of the Committee, the San Jacinto

River Authority and other governmental agencies having jurisdiction, and must conform to the following plans and provisions in this section and in Exhibit "A" attached hereto:

Lakefront Lots – one boathouse is allowed per Lot, which must be oriented approx. north-south, and placed near the center of the north property line. No structures may be built in the Canal. Boathouses for Lakefront Lots may extend no more than forty five (45) feet into the lake (distance from the bulkhead to the end of the structure), may be no more than fifty five (55) feet wide, and if the property lines were projected into the lake must not project beyond the property lines.

Waterfront Lots – one boathouse is allowed per Lot. In general, boathouses for Waterfront Lots may extend no more than twenty (20) feet into the Canal (measured from the bulkhead) and may be no more than thirty-five (35) feet wide. However, each Lot has specific limitations on the size, orientation and location of the boathouse as shown in Exhibit "A". Lot Owners must consider and resolve how boathouses are accessed and/or entered from the Canal (i.e. angled slips or docking areas) so that access to other Lot's boathouses and Canal boat traffic is not impeded or made difficult. Lot Owners must assure that the construction and use of their boathouse and any appurtenance thereto, whether permanent or temporary, does not impede boat traffic or access to the Canal or any other boathouse or slip in the Canal.

Interior Lots – each Interior Lot has a boat slip assigned by Declarant as shown in Exhibit "A". Each boat slip is approx. 11' wide x 24' deep. Ownership of each slip runs with the corresponding Interior Lot.

Boathouse structures for Lakefront and Waterfront Lots shall have a maximum elevation (roof or deck surface) of 218.0' (not including railings, slides, canopies, umbrellas, furniture, etc.). Railings shall use metal pickets or similar long-lasting construction that promotes views of the Lake. No floating or non-anchored structures are allowed. No boats, watercraft or other obstructions may be placed, tied or allowed to remain on or by any dock, slip or boathouse that would block or impede access in the Canal or Lake. Boathouses and/or boat slips may need to have a channel or trough dredged or excavated under and/or around the boathouse or boat slip for boat access to and from the Canal, the common waterway of the Canal, or the Lake, and the Lot Owner is responsible and liable for all such work, any associated work and all future maintenance.

Boat slips for Interior Lots shall: a) have a maximum dock elevation of 203.0', b) a maximum width of fourteen (14) feet (measured from center to center of the docks between slips installed by Declarant), (c) a maximum depth (distance from the main dock built by Declarant) of twenty-four (24) feet. Boat slips may have sliding canvas covers, which: a) are no higher than eight (8) feet above the top of the dock, and b) are dark green in color, and c) are similar or identical to other such covers in Windmill Cove. Boat slips may have boat lifts, provided that the mechanisms are contained within the dock or the form of the canvas covers described in this section. Declarant shall assign each Interior Lot one (1) boat slip. Once assigned, ownership of the boat slip shall run

concurrently with the ownership of the corresponding Interior Lot, and may not be sold or separated therefrom. Initial construction of the canal, bulkheads and docks for these boat slips is done by Declarant. Other construction, boat lifts, covers and future maintenance and repairs will be by and at the expense of the corresponding Interior Lot Owners.

Ownership of any dock, boat slip, boat cover, boathouse, lift, utility line, bulkhead and other or related items approved by the Board and installed on a Lot, connected to a Lot and/or related to a Lot (including docks, slips and bulkheading installed by Declarant), shall pass with title to the Lot, and it shall be the Owner's responsibility to repair and maintain these and all related items and systems at all times thereafter, including necessary dredging and excavation of the Lake or Canal bottom adjoining each Lakefront Lot and Waterfront Lot and below and around each boathouse and/or boat slip.

Section 5. Temporary Buildings. At no time shall any temporary structure, such as a mobile home, trailer house, bus, tent, shed, or other such temporary building or structure be placed, stored, parked or constructed on any Lot or anywhere in Windmill Cove. This section is not meant to include recreational travel trailers, motor homes, utility trailers, boat trailers, etc., which are kept in the garage of a Residence or in another approved structure, or such items owned or used by Declarant while Declarant, its successors and/or assigns owns one or more Lots in Windmill Cove.

Section 6. Mail Boxes. Declarant has installed a central mail structure. If a central mail station can not be used, each Lot shall have a mailbox that meets the minimum standards of the US Postal Service, or the Board shall determine what mail and/or delivery system(s) is appropriate for Windmill Cove.

ARTICLE VII

Minimum Landscaping Standards

Section 1. Areas To Be Landscaped. Lots shall be landscaped within twenty-four (24) months from the initial date of construction of the Residence. The initial landscaping of a Lot and future landscaping plans do not require Board or Committee approval, provided that such landscaping falls within the guidelines of this article.

Section 2. Trees. Trees should be sufficiently spaced and trimmed to promote views of the Lake, and shall not be planted within fifteen (15) feet of bulkheads. Owners are encouraged to protect and keep any existing trees, and to plant additional trees so that each Lot has at least five (5) trees.

Section 3. Shrubs and Flower Beds. As a minimum, the side(s) of the Residence which face a street shall have shrubs and/or flowering or low plants that compliment the Residence, using typical residential landscaping styles.

Section 4. Lawns. All parts of every Lot, except where there are improvements, walkways, driveways, decks, shrubs, flower beds, etc. shall be sodded or planted with typical yard grass (St. Augustine, Bermuda, etc.).

Section 5. Yard and Grounds Maintenance. Lawns and landscaped areas must be maintained in a healthy and well-kept appearance; see Article X for additional details.

ARTICLE VIII

Entry Gate & Entrance Common Area

Section 1. Location and Access. The entrance to Windmill Cove has an entrance gate and an exit gate installed by Declarant. These gates are electrically operated and control access to Windmill Cove. After the Conversion Date the right of control of access through such entry way and gates by Owners, their guests and invitees, shall be upon such terms as determined by the Association. Declarant, its agents, assigns, employees, customers and invitees shall always have unimpeded access through such gates.

Section 2. Maintenance. The entrance to Windmill Cove shall always have such gates to provide controlled access. The Board shall determine the design, scheme, colors, landscaping, etc. of the entrance gates, gardens, signage, lighting, etc., and maintenance of these items shall be an expense and responsibility of the Association.

ARTICLE IX

Architectural Control Committee

Section 1. Approval of Plans. No improvement shall be erected, placed or altered on any Lot until the construction plans, plot plan, colors and other pertinent information have been approved in writing by the Committee. Improvements, as used in this Article IX, shall include all construction, renovations, additions, or alterations on the exterior of a Residence or other Lot features. This includes items such as boathouses, docks, etc. that are associated with a Lot but not physically located on the Lot. Additionally, no construction of new homes or major exterior renovations may begin until the construction fee and construction deposit have been received and funded.

Section 2. Committee Membership. Prior to the Conversion Date, Declarant may act as the Committee and/or appoint a Committee of no more than three (3) members. After the Conversion Date, the Board shall appoint the Committee, which shall consist of three (3) Owners. The term of each Committee member shall be no more than three (3) years, and the Board shall endeavor to only replace one (1) Committee member each year. After Residences are built on all or most Lots, a designated committee is not required and the Board may act as the committee.

Section 3. Criteria For Approval. The Committee shall approve improvements only if it determines, in its good faith discretion, that the improvements will: a) be similar to other improvements in Windmill Cove, with respect to size and quality of construction, location and orientation, colors and finishes, heights, sizes and elevations, b) comply with the provisions of this document, c) not detract from the beauty, value, character, views and benefits of Windmill Cove. The Committee has the authority to approve or disapprove proposed improvements (or any part thereof) because of the unique characteristics, properties or configuration of a Lot on which the improvement is proposed, even though the same or similar improvement has, might or would be approved or disapproved on another Lot.

Section 4. Deadlines For Approval. The Committee shall meet in the first fifteen (15) calendar days of each month where plans or similar items are to be reviewed, and may meet more often if it chooses. Owners must submit plans and other information to the Committee before the first day of the month to have such items reviewed during the following month. The Committee shall endeavor to render a decision within thirty (30) days from the date the Committee receives plans and other information.

Section 5. Submittal Process. The design team should be familiar with the requirements of this document before design work begins. If there are any questions, a pre-design meeting should be convened with the Committee. Once design is complete, the Owner shall submit the following minimum information: a) Site plan, showing: i) easements, ii) property lines, iii) minimum set backs, iv) new and existing buildings and other Lot features, v) trees (including trees that will be removed), vi) location of the Residence, additions or other features that will be placed on the Lot. b) Detailed plan view, basic floor plan(s) and detailed elevations of the Residence. Include the location of driveways, boathouses, pools, fences, landscaping and other Lot features. Drawings should be at least ¼" per foot scale. c) Schedule of colors, materials and finishes.

For improvements on an existing Residence and/or on a Lot where a Residence exists, approval shall be required only if the exterior of the Residence and/or visible areas of the Lot will be changed. For re-painting, re-siding, etc., these restrictions apply only if the exterior colors or finishes will be appreciably changed. If approval is required for work described in this paragraph, the Owner only needs to submit plans that are specific to the work being performed.

Section 6. Additional Provisions. The approval of any plan or submittal is made on an aesthetic basis only, and shall not construe, represent or imply that the work will result in a properly designed or functional structure or improvement, or that it satisfies any code, legal or governmental requirements. Proper design, construction and maintenance are the sole responsibility of the Owner. The Association, Windmill Cove, Declarant, the Committee, the Board, and respective officers, directors or individual members shall be in no way liable or responsible for damages, losses, costs or delays to any Owner, Member, person or entity who submits plans for approval, even in the event of a mistake in judgment, error or omission in any approval or disapproval.

Any approval shall not be deemed a variance from the standards and guidelines set forth in this document unless a written variance is granted. Variances may be granted on a case-by-case basis, but does not guarantee or set a precedent or pattern for future variances, even under the same or similar circumstances or conditions on other Lots. If any work and/or improvements do not conform to the terms and conditions herein and/or are not consistent with the approval(s) given by the Committee and/or written variance(s) issued by the Board, such inconsistencies shall be reviewed by the Board, who may then enjoin the Owner from further construction or work, require the removal or correction of inconsistent and/or non-conforming work, and/or take other action as may be deemed reasonably necessary to insure compliance with the approval(s) that was made, written variance(s) and the terms and conditions herein.

Notwithstanding anything in this Declaration to the contrary, Declarant shall have the authority to grant variances for Lots owned by Declarant as of the date of this Declaration to the extent such variances relate to: (1) set-back lines; and/or (2) the placement of structures on the Lots.

ARTICLE X

Maintenance and Responsibility

Section 1. Owner Responsibility. Every Owner has the responsibility and duty to abide by all of the terms and conditions in this document and to keep the Residence, Lot and all improvements on and associated with the Lot in a well maintained, safe, clean and attractive condition at all times. Maintenance includes, but is not limited to: a) regular care and upkeep of the structure, systems and exterior surfaces of the Residence and other Lot features, b) removal of debris, refuse and dead or diseased trees and plants, c) replacement of dull, faded or peeling paint, surfaces and finishes on the exterior of the Residence and Lot features, d) mowing, watering, pruning, fertilizing, weeding, replanting, remulching and replacement of landscaping and lawns, h) cleaning of dirt, debris, litter, etc. from Lots, streets, storm drains, etc., i) maintaining control of all people and activities on (and associated with) the Lot. These restrictions and responsibilities also apply to items associated with the Lot, such as docks, bulkheads, boat lifts, boat slips, walls, etc., even if such items are not physically on or connected to the Lot.

Section 2. Yard and Grounds Maintenance. Lawns and landscaped areas must be maintained in a healthy and well-kept appearance. Lawns must be not be allowed to grow more than four (4) inches above the average mowed height, except when wet conditions do not allow mowing sloped areas of Lots.

Section 3. Concrete Curb/Driveway Maintenance. The driveway, paving, sidewalks, curb ties, and curb along the street adjacent to any Lot shall be kept in a good state of repair and attractive in appearance.

Section 4. Maintenance and/or Other Failure or Violation. The Board shall follow these steps in addressing a violation or other failure or violation - Step 1: if an Owner

fails to fulfill its maintenance responsibilities or remedy any other violation of the restrictions, covenants, conditions and stipulations in this document, the Board will make verbal contact with the Owner in person or by telephone about such violation(s). Step 2: if repeated and documented attempts at verbal contact with the Owner are not successful, written notice of such violation(s) shall be sent, requesting contact and/or a meeting with the Owner to seek resolution(s). Step 3: If contact is made with the Owner, the Owner shall have fifteen (15) calendar days (or other time as mutually agreed between the Board and the Owner) after contact is made to correct such violation(s). Step 4: if contact is not made with the Owner, the Board shall send the Owner written notice of uncorrected violation(s), and the Owner shall have fifteen (15) calendar days from the date written notice is received (or from the date notice is rejected or refused) to correct such violation(s). Step 5: if violations have not been corrected by the deadlines set forth above, the Board shall make another attempt to contact the Owner in person, by telephone or by any other means, and make every reasonable effort to resolve or develop a schedule to reasonably resolve any uncorrected violation(s) and/or anything that is not in compliance with this document.

If an Owner fails to fulfill its maintenance, work, repairs, or other responsibilities within the requirements of the paragraph above, the Board may contract with any individual or firm to perform such maintenance, work, repairs, etc., which will be at the expense of the Owner. The Owner agrees to pay the full cost thereof (plus any management, testing, professional, legal or other costs or fees incurred in completing such work) immediately upon receipt of a statement from the Board. If the Owner fails to reimburse the Board within twenty (20) days after receipt of the statement for performing the maintenance work, such statement amount shall constitute a lien on the Lot where such work was performed, and shall be enforceable in the same manner as any other assessment lien provided for in this document. Reimbursements that remain unpaid after such twenty (20) day period above accrue interest at the rate of 1½% per month.

It is the intent of these deed restrictions for everyone in Windmill Cove (Association, Board, Owners, etc.) to work together, and for all violations, problems, disagreements, etc. to be resolved in face to face discussions between the parties without the use of letters, notices, mediation, attorneys or the court system. Every reasonable attempt to resolve matters in this manner shall be made and exhausted before proceeding to the next level of resolution.

ARTICLE XI

Quiet Use And Enjoyment

Section 1. Limited Business Use. There shall be no visible signs of business or commercial activity on any Lot, or in the Lake within two hundred (200) feet of Windmill Cove, or in the Canal. There can be no warehousing, vending, boarding house, day-care facility, nursing home, half-way house, church, meeting hall, therapy facility, boat storage or repair facility, boat slip rental, etc. on, near to or adjoining any Lot. However, Declarant, its successors or assigns, reserves the exclusive right to conduct business in Windmill Cove and use, allow or to erect, place and maintain sales and construction

offices, travel trailers, model homes, etc. in Windmill Cove while Declarant, its successors or assigns owns one or more Lots in Windmill Cove.

Owners may have a home business on the Lot if the business is transacted primarily through electronic means (telephone, web, fax, e-mail etc.), there are no visible signs that there is a business on the Lot, and meets the following guidelines: a) no employees (other than family members living in the Residence and periodic part-time service providers and/or assistants), customers, suppliers, agents, etc. of the home business shall be permitted in Windmill Cove, the Canal, or the Lake adjoining Windmill Cove, b) the home business shall not create additional traffic (vehicle, foot or boat traffic), noise or odors, c) other than one (1) vehicle no larger than one (1) ton in rated load capacity, there shall be no parking of commercial or commercial-type vehicles or equipment on any Lot, on any street, common area or easement in Windmill Cove, or in, on or near the public streets that adjoin Windmill Cove, d) there shall be no signs or advertisement of the home business anywhere on a Lot, in Windmill Cove or the public streets that adjoin Windmill Cove, whether permanent or temporary in nature.

Section 2. Boat Size and Type. Boats for each Lot shall fit within the sizes of the boathouses or boat slips for each Lot. Boats may only be for typical recreational use (not as a place of Residence or lodging), may not impair the views of the Lake, may not be for business or rental purposes, and may not be used in lieu of constructing a Residence on a Lot. Inoperable and/or unlicensed boats, watercraft and appurtenances thereto may not be tied, moored or left at any boathouse, boat lift, slip, dock, bulkhead or anywhere in Windmill Cove, the Lake adjoining Windmill Cove or the Canal. Boats and any watercraft may not: a) be loud or disturbing to others; or, b) emit or discharge any odors, liquids or anything else that would be offensive or disturbing to others; or c) be operated in a reckless, dangerous or unsafe manner.

Section 3. Pets and Animals. Restrictions regarding pets and animals are described in Article III above. If the Board receives two (2) written complaints during a twelve (12) month period about an animal nuisance from a Lot, the Board will attempt to resolve the issue(s) with the Lot Owner. If a mutually agreeable solution can not be reached, or if written complaints persist, then the Board may treat the issue as maintenance or other property violation, and take action consistent therewith.

Section 4. Quiet Activities. Except for the protection of life, no firearms may be discharged on any Lot. Fireworks, model rockets and other such items shall not be hit, fired, launched or discharged onto anyone else's Lot or property. Loud noises, noxious odors or any activity that interferes with the reasonable quiet and peaceful enjoyment of each Owner's Lot are prohibited.

Section 5. Dispute Remedy Process. The Board is not a forum for neighbors to resolve disputes or minor problems. Owners must follow the following steps in registering a written complaint with the Board:

Step 1. Talk to your neighbor and use every reasonable effort to remedy the problem directly with him or her. If any Owner notices a violation (or potential violation) of these restrictions on any Lot or anywhere in Windmill Cove, the Owner(s) noticing the violation (or potential violation) shall discuss the matter with the Owner(s) and/or other party(s) associated with the violation, and make every reasonable effort to achieve resolution without involving the Board.

Step 2. If Step 1 fails, contact local authorities that have jurisdiction regarding the problem or matter in dispute.

Step 3. The Board will accept and consider written complaints only after serious and persistent attempts to resolve the matter using Steps 1 and 2 have been exhausted. Thereafter, continued quiet use and enjoyment violations and/or other violations of the terms and provisions of these deed restrictions will be treated as maintenance or other property violations, and the Board may take action consistent therewith.

ARTICLE XII

Windmill Cove Civic Association

Section 1. Membership. Declarant shall cause the Windmill Cove Civic Association to be organized and formed as a non-profit corporation under the laws of the State of Texas. The purpose of the Association shall be to provide for and promote the health, safety, and welfare of the Members, to collect the Assessments, to administer the Association's funds, to provide for the maintenance, repair, preservation, upkeep and protection of the Areas of Common Responsibility and facilities of the subdivision, enforcement of the architectural controls (through the Committee), to conduct business affairs and enforce these deed restrictions (through the Board and other means described herein), and such other purposes as stated in the Articles of Incorporation and consistent with the provisions of these restrictions.

Every Owner of a Lot shall be a member of the Association, and membership can not be separated from the ownership of any Lot. Membership does not include builders or people or entities that hold an interest in a Lot as security for the performance of an obligation. Owners may not assign membership or voting rights associated with the Lot(s) they own, even to another Lot in Windmill Cove, except that voting proxies may be granted pursuant to the Texas Non-Profit Corporation Act. However, the issuance of a proxy is limited to Members that hold title to a Lot(s) at the time the proxy is exercised, and subject to other terms, conditions and limitations herein.

Section 2. Voting. Each Member shall be entitled to one (1) vote for each Lot owned. However, Declarant, its successor or assigns may exercise up to (10) votes for each Lot it owns, until the Conversion Date, at which time Declarant shall have one (1) vote for each Lot owned by Declarant. When more than one person holds an ownership interest in a Lot, the vote for such Lot shall be exercised as one (1) single vote; the vote for such Lot shall be suspended in the event that more than one person seeks to exercise the single vote allowed. Voting rights shall be suspended for Lot Owners that (a) are past

due for payment of any assessment, and/or (b) are past due for any reimbursement to the Association for any expenses and/or costs incurred by the Association (including liens) on behalf of or related to such Lot(s), and/or (c) have any violation of these deed restrictions that remain unresolved sixty (60) or more days following written notice.

Section 3. Organization. The Association shall be governed by the Board, and Declarant shall name the initial Board, act alone or with one or more members as the initial and/or interim Board(s) at Declarant's sole option. The initial Board shall serve for a term of two (2) years, or until all Declarant's properties have been sold, or other date selected at Declarant's option. The Association may adopt such By-laws, Rules and Regulations as it deems appropriate consistent with these restrictions. Declarant shall be a member of the Association if it or its successors or assigns owns any Lot in Windmill Cove.

Section 4. Board. After Declarant incorporates the Association, the Board shall have the required number of members and positions to comply with the laws of the State of Texas regarding non-profit corporations. After the Conversion Date, the Board shall consist of at least four elected members: President, Vice-President, Secretary and Treasurer. The first board may be appointed by Declarant.

Section 5. Meetings. In addition to planning and conducting the Annual Meeting and special meetings, the Board shall meet in person at least two (2) times per year. When there is Association business to transact between these two meetings, the Board may meet more frequently and may do so by electronic or other means that are documented but do not require physical attendance of the Board members. Meetings and Association business shall be carefully documented and recorded and all business shall be conducted in accordance with the terms and conditions herein and using the latest edition of Robert's Rules of Order. Written notices of Annual Meetings and special meetings shall be sent to each Owner at least two (2) weeks prior to the meeting date.

Section 6. Notices. Notices that convey general information or to announce the Annual Meeting or special meetings may be sent by regular mail. Notices regarding violation(s) of these restrictions or other matters for which an Owner may incur significant cost or legal consequences must be sent by certified mail using return receipt service.

Section 7. Indemnity. Provided that Declarant, Association, Board and/or Committee administer the terms and conditions of these deed restrictions consistent with the terms and conditions herein, no Owner may take any action or bring any suit or cause against Declarant or the Association, Board and/or Committee (or any elected member thereof). Further, Owners shall defend and hold harmless Declarant and the Association, Board and/or Committee (or any elected member thereof) for any action, suit and/or cause brought by anyone associated with any Lot (tenant, guest, visitor, contractor, etc.), and/or for any cost or expense incurred by Declarant or the Association, Board and/or Committee (or any elected member thereof) related to any Owner, Lot or anyone associated therewith.

ARTICLE XIII
Covenant For Assessments

Section 1. Use of Assessments. Assessments shall be used by the Association to maintain, improve and keep in good repair the Areas of Common Responsibility, and to enforce the restrictions contained herein, to protect property values and promote the quiet enjoyment and benefits of each Lot. Assessments may be used for: a) operation, maintenance, repair, replacement and improvement of the streets, street rights-of-way, perimeter fencing, entrance gates, boat ramp, common waterway channel in the center of the Canal, common areas, landscaping, lighting, irrigation, signage, etc. in the Areas of Common Responsibility, and other improvements in Windmill Cove that are not located on Lots, b) payment of legal fees, costs and expenses to collect assessments and/or enforce the terms and conditions herein, c) maintaining reserve funds for non-budget and/or periodic expenses that directly relate to the operation of Windmill Cove (for example, major road repairs or repaving, repainting or replacing the perimeter fence, etc.), d) insect fogging, employing and/or contracting with law enforcement, policemen or security services, paying taxes on common areas, and other purposes necessary or desirable in the opinion of the Association to maintain or improve the property or which the Association considers to be a general benefit to the Owners of Windmill Cove.

Section 2. Annual Assessments. Prior to the Conversion Date Declarant shall set the amount of the Annual Assessment. After the Conversion Date the Annual Assessment shall be fixed annually by the Association during its Annual Meeting. Once an amount is fixed, it shall apply to the next full calendar year after the meeting, and every calendar year thereafter until amended by the Association. After the Conversion Date, the Annual Assessment may not be changed without the approval of the Association, and the Board shall not recommend an increase in the Annual Assessment or appreciable changes in the reserve funds unless it can be demonstrated that the funds to be collected are not sufficient to pay the anticipated bills and obligations of Windmill Cove. The current Annual Assessment is \$750/year, which may be amended from time to time in accordance with the terms and conditions herein. Until such time as Declarant has sold all of Declarant's Lots, Declarant will be liable for payment of Annual Assessments attributable to one (1) Lot only, whether or not Declarant owns more than one Lot.

After the Conversion Date, notice of Annual Assessments shall be sent out on or about December 1 of each year. Payment is due by January 31 of the following year, and shall be delinquent on February 1. If a Member fails to pay an Annual Assessment by February 1 (or by the Annual Meeting, whichever is sooner), the assessment shall be considered past due and the Member loses its voting rights until the assessment is paid in full.

Section 3. Changes In The Annual Assessments. Any change in the amount of the Annual Assessment must be approved by a two-thirds (2/3) majority vote by Members voting in person or by proxy at an Annual Meeting.

Section 4. Special Assessments. The Association may also authorize Special Assessments which are uniformly applied to every Lot. These assessments must be for purposes within the boundaries of Windmill Cove, the common waterway channel in the center of the Canal (not including bulkheads and areas under and/or around boat slips and boathouses), or the Entrance Channel in the Lake directly north of Windmill Cove, such as: a) maintenance, repair or improvement of Areas of Common Responsibility, such as i) streets, ii) street and common area lighting, iii) entrance gates and landscaping, iv) dredging or improving the channel in the Canal or Lake adjoining the boat ramp, v) perimeter fencing, b) other projects within the boundaries of Windmill Cove that specifically and directly benefit Lot Owners in Windmill Cove.

Until such time as Declarant has sold all of Declarant's Lots, Declarant will be liable for payment of Special Assessments (if any) attributable to one (1) Lot only, whether or not Declarant owns more than one Lot.

Any Special Assessment must be approved by a two-thirds (2/3) majority vote by Members at an Annual Meeting or special meeting duly called for the purpose of considering a Special Assessment, or by door-to-door circulation of a petition by the Association or the Board. If a Member fails to pay the Special Assessment when due, the assessment shall be considered past due, the Member shall lose its voting rights until the assessment is paid in full, and collection of past due assessments may proceed as described further herein.

Section 5. Unpaid Assessments. Any assessment not paid when due shall incur a late fee of ten percent (10%) of the amount due. Each unpaid assessment shall be: a) charged interest at the highest legal rate as permitted by Texas law together with the costs of collection (including reasonable attorneys fees), b) the personal obligation of the Owner against whom they were assessed, and c) secured by a lien as provided herein. Each Owner, by ownership of any Lot, agrees to pay the Association for Annual Assessments, Special Assessments that may be authorized as provided herein, and expressly vest in the Association the authority to bring all actions against such Owner personally for the collection of charges, debts or payments due to the Association, and enforce any liens by all methods available.

The payment of all assessments shall be secured by a Vendor's Lien to insure payment in accordance with the provisions of law. No Owner may waive or otherwise escape liability for assessments provided for herein by non-use of Common Areas, abandonment of his Lot or any other reason.

Section 6. Administration By Declarant. Prior to the Conversion Date, Declarant shall collect, disburse and control assessments. On the Conversion Date, administration shall be transferred to the Association. After transfer, no association, group, corporation, individual or entity other than the Association shall be authorized to collect and administer Assessments, except that the Members may vote to have a management or similar company assist or conduct the day-to-day affairs of the Association. Declarant shall keep accurate records of all receipts and disbursements,

and shall receive repayment for all Association-related costs and expenses between the time that lot sales began and the time that Declarant ceases to administer the Association.

Section 7. Term of Assessments. The above assessments (and as amended from time to time) will remain effective for the full term (and extended term(s) (if applicable) of the Covenants set forth herein.

ARTICLE XIV **General Provisions**

Section 1. Term. These Covenants and Restrictions shall run with the land and shall be binding upon all parties and all persons claiming under them for a period of forty (40) years from the date these Covenants are recorded, after which time said Covenants shall be automatically extended for successive periods of ten (10) years each, unless at the end of the 40 years, or anytime thereafter an instrument signed by majority of the Owners of the Lots has been recorded agreeing to change or terminate said Covenants herein. It shall be lawful for the Association, the Architectural Control Committee or any Lot owner to prosecute the proceedings at law or in equity against the person or persons violating or attempting to violate any such Covenants and either to prevent him or them from doing so or to recover damages or other dues for such violations. Declarant reserves the right to enforce these restrictions.

Section 2. Severability. Invalidation of any one of these Covenants by judgment or further court order shall in no way affect any of the other provisions. The notice or existence of any violation (or potential violation) of the terms, conditions and covenants herein on one or more Lots or anywhere in Windmill Cove does not allow or give any cause for any Owner to disregard, minimize or in any way not abide by the terms, conditions and covenants in this document (the intent of the this sentence is to convey that even if your neighbor is (or may be) in violation of any of the provisions herein, that you must still abide by all of the deed restriction, and that their violation does not give you a reason or authorization to not abide or comply with all of these restrictions).

Section 3. Merger of Lots. Upon written application, the Committee may authorize the merger of adjoining Lots, provided the merger is in accordance with these declarations, and the resultant area and perimeter boundaries are the same as shown on the Plat. Annual and special assessments will be assessed on each Lot involved in creating the merged lot. The Owner shall also be responsible for all costs and fees associated with the merger. The Committee may impose conditions or restrictions on the merged Lots precedent to its approval.

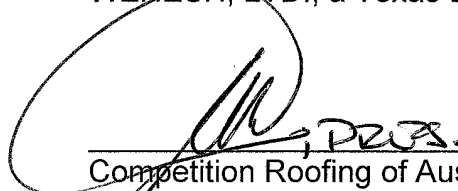
Section 4. Corrected Plats and Provisions. Until the time a Lot is sold and conveyed by Declarant, Declarant may revoke, amend, modify or cancel any Plat or other instrument which might be deemed, either expressly or implied, to impose any covenants, conditions or restrictions, or may take any steps it deems necessary or desirable to avoid the implication of such. Until such time as this document is filed of

record, Declarant may amend, modify, reduce or add to any provision or section herein without recourse from any Lot owner.

EXECUTED this 28 day of January 2010

Declarant:

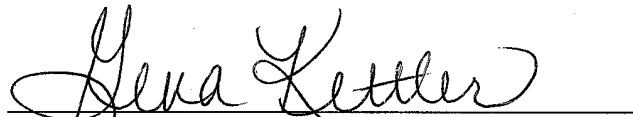
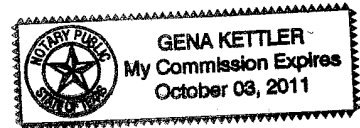
WEHESH, LTD., a Texas Limited Partnership



Competition Roofing of Austin, Inc., General Partner
By: Wade E. Hilty, President

THE STATE OF TEXAS)
)
COUNTY OF MONTGOMERY)

Acknowledged before me, the undersigned authority, on this 28 day of January 2010, by Wade E. Hilty, the President of Competition Roofing of Austin, Inc., the General Partner of Wehesh, Ltd., for the purposes and consideration therein expressed, and in the capacity therein stated.


Notary Public – State of Texas

We, the undersigned owners of property located within Windmill Cove, a subdivision in Montgomery County, Texas, acknowledge and agree to the foregoing Declaration of Covenants, Conditions, and Restrictions of Windmill Cove.

Name(s): GARY M. NORRIS

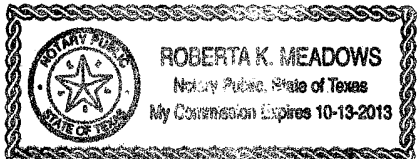
Lot Number: 1

Property Address: 105 STEVENS STREET, Montgomery, Texas 77356

Signature: [Handwritten Signature] Signature: _____

Acknowledged before me by GARY M. NORRIS,
on this 9 day of JANUARY, ~~2009~~ 2010

[Handwritten Signature]
Notary Public – State of Texas



We, the undersigned owners of property located within Windmill Cove, a subdivision in Montgomery County, Texas, acknowledge and agree to the foregoing Declaration of Covenants, Conditions, and Restrictions of Windmill Cove.

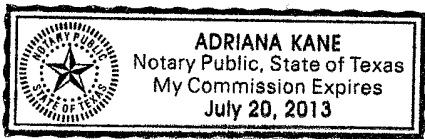
Name(s): WELSH, LTD.

Lot Number: 2, 8 and 14

Property Address: LOTS 2, 8, 14 WINDMILL COVE, Montgomery, Texas 77356

Signature: [Signature], PRESIDENT OR Signature: _____
General Partner

Acknowledged before me by Wade E. Hilly
on this 20th day of January, 2010.



Adriana Kane
Notary Public – State of Texas

We, the undersigned owners of property located within Windmill Cove, a subdivision in Montgomery County, Texas, acknowledge and agree to the foregoing Declaration of Covenants, Conditions, and Restrictions of Windmill Cove.

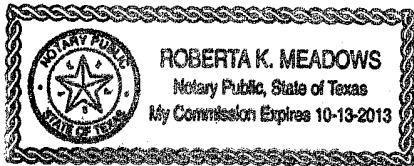
Name(s): RICK + KATIE CROASDALE

Lot Number: 3

Property Address: 188 STEVIN STRATT, Montgomery, Texas 77356

Signature: [Handwritten Signature] Signature: [Handwritten Signature]

Acknowledged before me by RICK CROASDALE AND KATIE CROASDALE
on this 9 day of January, ~~2009~~ 2010



[Handwritten Signature]
Notary Public - State of Texas

JAN 19 2010

We, the undersigned owners of property located within Windmill Cove, a subdivision in Montgomery County, Texas, acknowledge and agree to the foregoing Declaration of Covenants, Conditions, and Restrictions of Windmill Cove.

Name(s): Janet J Lucy

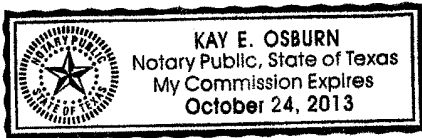
Lot Number: 4

Property Address: 182 Stevinstraat, Montgomery, Texas 77356

Signature: [Handwritten Signature] Signature: _____

Acknowledged before me by Janet Lucy,
on this 12th day of JANUARY, ~~2009~~. 2010.

[Handwritten Signature]
Notary Public – State of Texas



We, the undersigned owners of property located within Windmill Cove, a subdivision in Montgomery County, Texas, acknowledge and agree to the foregoing Declaration of Covenants, Conditions, and Restrictions of Windmill Cove.

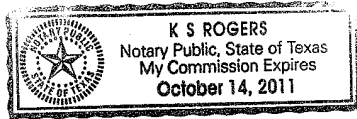
Name(s): Kenneth M REYNOLDS , JOYCE REYNOLDS

Lot Number: 5

Property Address: #5 WINDMILL COVE, Montgomery, Texas 77356

Signature: [Handwritten Signature] Signature: [Handwritten Signature]

Acknowledged before me by K.S. Rogers
on this 20 day of January, ~~2009~~ 2010



[Handwritten Signature]
Notary Public - State of Texas

We, the undersigned owners of property located within Windmill Cove, a subdivision in Montgomery County, Texas, acknowledge and agree to the foregoing Declaration of Covenants, Conditions, and Restrictions of Windmill Cove.

Name(s): Henry & Deborah Russell

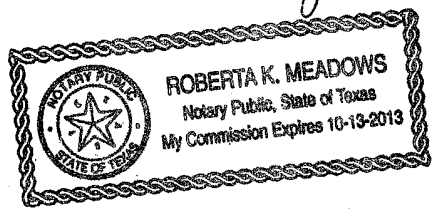
Lot Number: 6

Property Address: _____, Montgomery, Texas 77356

Signature: [Handwritten Signature]

Signature: [Handwritten Signature]

Acknowledged before me by HENRY RUSSELL AND DEBORAH RUSSELL
on this 9 day of January, ~~2009~~ 2010



[Handwritten Signature]
Notary Public - State of Texas

We, the undersigned owners of property located within Windmill Cove, a subdivision in Montgomery County, Texas, acknowledge and agree to the foregoing Declaration of Covenants, Conditions, and Restrictions of Windmill Cove.

Name(s): Gregory J. & Robin L. Pasler

Lot Number: 7 & 18

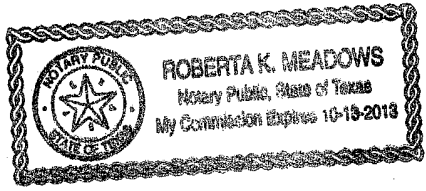
Property Address: Stevin Stratt, Montgomery, Texas 77356

Signature: [Handwritten Signature]

Signature: [Handwritten Signature]

Acknowledged before me by GREGORY J. PASLER AND ROBIN L. PASLER
on this 9 day of January, ~~2009~~ 2010

ROBERTA K. MEADOWS
Notary Public – State of Texas



We, the undersigned owners of property located within Windmill Cove, a subdivision in Montgomery County, Texas, acknowledge and agree to the foregoing Declaration of Covenants, Conditions, and Restrictions of Windmill Cove.

Name(s): JAMES McGRATH JEAN NILAND-McGRATH

Lot Number: 9

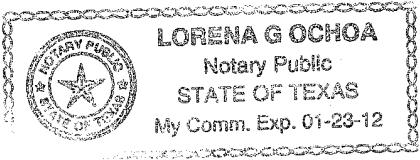
Property Address: 147 STEVENS STREET, Montgomery, Texas 77356

Signature: [Handwritten Signature] Signature: [Handwritten Signature]

Acknowledged before me by James McGrath and Jean Niland-McGrath on this 9 day of January, 2009-10

[Handwritten Signature]

Notary Public – State of Texas



We, the undersigned owners of property located within Windmill Cove, a subdivision in Montgomery County, Texas, acknowledge and agree to the foregoing Declaration of Covenants, Conditions, and Restrictions of Windmill Cove.

Name(s): Roberta Meadows

Lot Number: 10

Property Address: 140 Stevinstraat, Montgomery, Texas 77356

Signature: Roberta Meadows

Acknowledged before me by Roberta Meadows, on this 6th day of January, 2010.



Linda Kay Andricks
Notary Public – State of Texas

We, the undersigned owners of property located within Windmill Cove, a subdivision in Montgomery County, Texas, acknowledge and agree to the foregoing Declaration of Covenants, Conditions, and Restrictions of Windmill Cove.

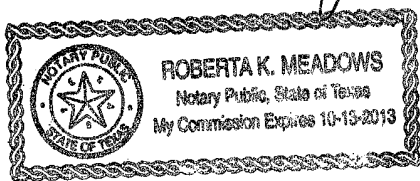
Name(s): CONNIE A. & JOHN D. ROE

Lot Number: 11

Property Address: 134 STEVIN STRAAT, Montgomery, Texas 77356

Signature: *Connie A. Roe* Signature: *John D. Roe*

Acknowledged before me by CONNIE A. ROE AND JOHN D. ROE
on this 9 day of January, ~~2010~~
2010



Roberta K. Meadows
Notary Public - State of Texas

We, the undersigned owners of property located within Windmill Cove, a subdivision in Montgomery County, Texas, acknowledge and agree to the foregoing Declaration of Covenants, Conditions, and Restrictions of Windmill Cove.

Name(s): David and Susan Haynes

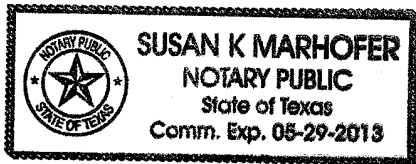
Lot Number: 12

Property Address: 128 Stevinstraat, Montgomery, Texas 77356

Signature: David Haynes Signature: Susan Haynes

Acknowledged before me by David Haynes and Susan Haynes,
on this 7th day of January, ~~2009~~ 2010

Susan K. Marhofer
Notary Public - State of Texas



We, the undersigned owners of property located within Windmill Cove, a subdivision in Montgomery County, Texas, acknowledge and agree to the foregoing Declaration of Covenants, Conditions, and Restrictions of Windmill Cove.

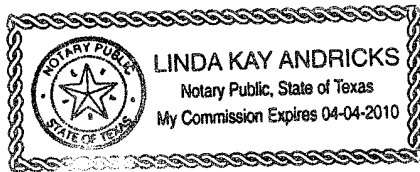
Name(s): Traci Meadows

Lot Number: 13

Property Address: 175 Stevinstraat, Montgomery, Texas 77356

Signature: Traci Meadows

Acknowledged before me by Traci Meadows, on this 6th day of January, 2010.



Linda Kay Andricks
Notary Public – State of Texas

We, the undersigned owners of property located within Windmill Cove, a subdivision in Montgomery County, Texas, acknowledge and agree to the foregoing Declaration of Covenants, Conditions, and Restrictions of Windmill Cove.

Name(s): William McFarlin and Melissa McFarlin


Lot Number: 15

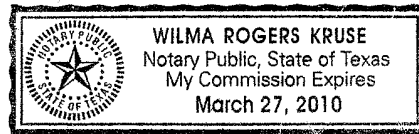
Property Address: Windmill Cove, Block 1, Lot 15, Montgomery, Texas 77356

Signature: 

Signature: 

Acknowledged before me by Melissa McFarlin and Casey McFarlin
on this 7th day of January, ~~2009~~ 2010


Notary Public – State of Texas



We, the undersigned owners of property located within Windmill Cove, a subdivision in Montgomery County, Texas, acknowledge and agree to the foregoing Declaration of Covenants, Conditions, and Restrictions of Windmill Cove.

Name(s): Leon F. and Heidi M. Boone

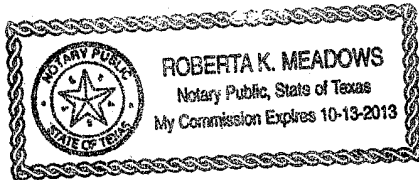
Lot Number: 16

Property Address: 169 Stevinstraat, Montgomery, Texas 77356

Signature: Leon F. Boone II Signature: Heidi M Boone

Acknowledged before me by Leon F. Boone AND Heidi M. Boone
on this 9 day of January, ~~2009~~ 2010

Roberta K Meadows
Notary Public - State of Texas



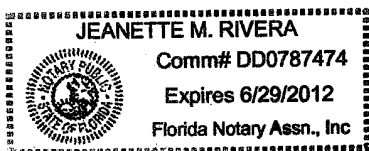
We, the undersigned owners of property located within Windmill Cove, a subdivision in Montgomery County, Texas, acknowledge and agree to the foregoing Declaration of Covenants, Conditions, and Restrictions of Windmill Cove.

Name(s): Robert G. Anderson and Sandra Anderson

Lot Number: 17

Signature: Robert G. Anderson

Acknowledged before me by Robert Anderson
on this 8th day of January, 2010

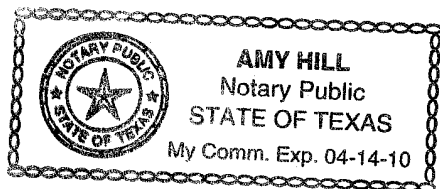


Jm Rivera

Notary Public – State of Florida

Signature: Sandra Rose Anderson

Acknowledged before me by Sandra Rose Anderson
on this 14 day of October, 2010.



Amy Hill Amy Hill
Notary Public – State of Texas

2010 OCT 14 10:00 AM

We, the undersigned owners of property located within Windmill Cove, a subdivision in Montgomery County, Texas, acknowledge and agree to the foregoing Declaration of Covenants, Conditions, and Restrictions of Windmill Cove.

Name(s): RONALD F. CLEMENTS

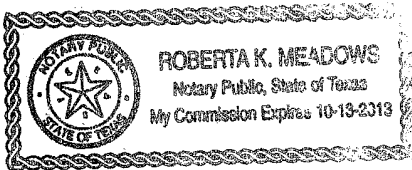
Lot Number: 19

Property Address: _____, Montgomery, Texas 77356

Signature: Ronald F. Clements Signature: _____

Acknowledged before me by RONALD F. CLEMENTS
on this 9 day of January, ~~2000~~
2010

Roberta K. Meadows
Notary Public – State of Texas



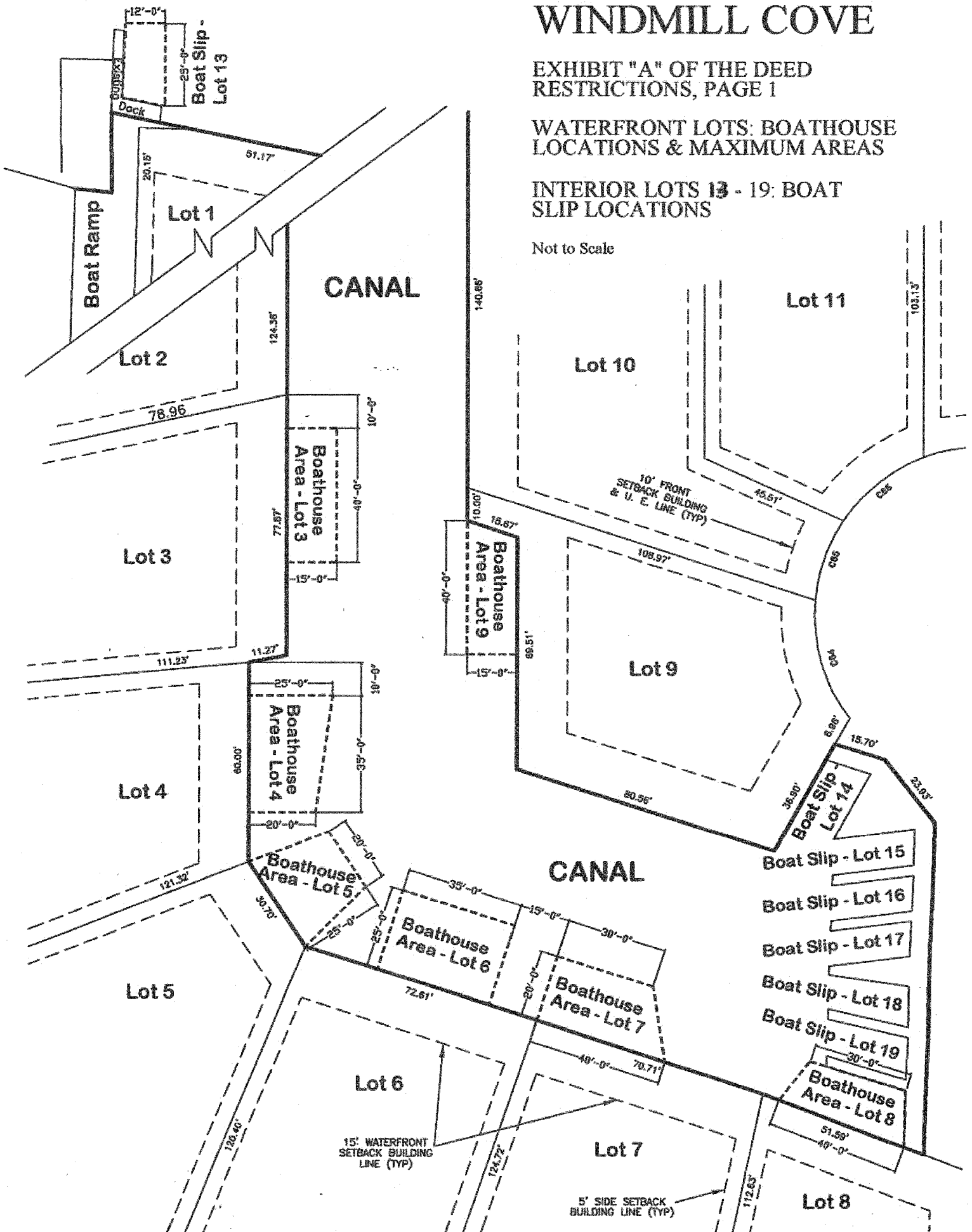
WINDMILL COVE

EXHIBIT "A" OF THE DEED
RESTRICTIONS, PAGE 1

WATERFRONT LOTS: BOATHOUSE
LOCATIONS & MAXIMUM AREAS

INTERIOR LOTS 13 - 19: BOAT
SLIP LOCATIONS

Not to Scale



FILED FOR RECORD

02/02/2010 2:54PM



COUNTY CLERK
MONTGOMERY COUNTY, TEXAS

STATE OF TEXAS
COUNTY OF MONTGOMERY

I hereby certify this instrument was filed in file number sequence on the date and at the time stamped herein by me and was duly RECORDED in the Official Public Records of Montgomery County, Texas.

02/02/2010



County Clerk
Montgomery County, Texas

RECORDER'S MEMORANDUM:
At the time of recordation, this instrument was found to be inadequate for the best photographic reproduction because of illegibility, carbon or photo copy, discolored paper, etc. All blackouts, additions and changes were present at the time the instrument was filed and recorded.