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**DECLARATION OF EASEMENTS AND RESTRICTIONS CONCERNING
USE OF LAKE**

THIS DECLARATION OF EASEMENTS AND RESTRICTIONS CONCERNING USE OF LAKE (this "Declaration") is made by ZION ROAD PROPERTIES, LLC, a Texas limited liability company (hereinafter referred to as "Declarant").

Declarant is the sole owner of Lots 7, 10, 11, 12 and 13 in Reserve at Spring Lake, Section Two (the "Lake Lots"), a subdivision in Harris County, Texas, according to the Replat thereof, recorded under Clerk's File Number 20150447482 of the Map or Plat Records of Harris County, Texas (the "Plat"). Declarant intends by this Declaration to impose upon the Lake Lots mutually beneficial easements and restrictions concerning the use of the lake which is located upon portions of the Lake Lots and as shown on the Plat (the "Lake").

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Declarant, as the current owner of the Lake Lots desires to create an easement pursuant to which the owner(s) of the Lake Lots will be granted the right to use the Lake in common with each other; and to create rules and regulations for the use of the Lake by the owner(s) of the Lake Lots.

Declarant hereby declares that all of the Lake Lots shall be held, sold and conveyed subject to the following easements and restrictions, which are for the purpose of protecting the value and desirability of the Lake Lots.

NOW THEREFORE, Declarant hereby imposes upon, and encumbers the Lake Lots as follows:

1. Easement. Declarant hereby reserves unto the owner(s) of the Lake Lots, a perpetual non-exclusive easement upon, over, across and under that portion of the Lake Lots which the Lake is currently located (as it may rise and fall) for lake use purposes as set forth herein.
2. Right of Use. The owner(s) of the Lake Lots and their guests and invitees may use the Lake in common with the other owner(s) of the Lake Lots, subject to the Restrictions (as herein defined) set forth herein.
3. Restrictions. The use of the Lake as set forth above shall be subject to the following restrictions (the "Restrictions"):

a. Boating.

A total of one (1) boat, canoe, raft or other waterborne craft is allowed on the Lake per Lake Lot. Such boat, canoe, raft or other waterborne craft may not be propelled by means of an internal combustion engine(s), either inboard or outboard. All permitted watercraft may be used on the Lake only between the hours of 6:00 a.m. and 10:00 p.m. Exception: Use of an outboard motor shall be allowed for Lake maintenance only.

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b. Swimming.

Any activity that may cause a member or guest to be in the Lake is strictly prohibited. This includes but is not limited to swimming, wading, scuba diving, snorkeling, tubing, windsurfing, etc.

c. Diving, Climbing and Jumping.

Diving, climbing and jumping into the Lake is not allowed.

d. Fishing.

The owner(s) of a Lake Lot and their guest(s) and invitees are permitted to fish in the Lake from their permitted watercraft or from the owner's Lake Lot (but may not go on the shore of another owner's Lake Lot and fish). Use of the following fishing techniques is not allowed.

- a) Trotlines
- b) Throwlines
- c) Juglines
- d) Nets
- e) Traps
- f) Yo-Yo's

An owner of a Lake Lot shall not stock, release or introduce any type of fish or animal into the Lake without the prior written consent of owners of at least a majority of the Lake Lots.

e. Piers, Docks and Bulkheads.

Piers, docks, decks, ramps, etc. into the Lake are not permitted. The Lake shall remain natural shoreline only and constructing bulkheads is not allowed.

f. Landscaping.

All trees, shrubs or other vegetation shall be maintained in such a manner as not to obstruct passage on the Lake or make passage hazardous. No trees or other deep-rooted vegetation may be planted within ten (10) feet from the edge of the Lake. Willow trees are discouraged but, if introduced, shall not be planted within twenty-five (25) feet from the edge of the Lake. Any trees, shrubs or other vegetation shall be kept trimmed so as not to overhang the Lake. No vegetation shall be introduced into the Lake without the prior written consent of owners of at least a majority of the Lake Lots.

g. Pumps.

No manual, electric, solar, gas or motorized pumps nor any device used to extract water from the Lake will be allowed for use such as irrigation, cleaning, swimming pools, jacuzzis, spas, hot tubs, air conditioning/heating, etc.

h. Waterfowl.

Lake Lot owners are not permitted to introduce waterfowl of any kind into the Lake, along the shoreline or anywhere else where such waterfowl might be prone to access the Lake.

i. Fertilizers and Chemicals.

Fertilizers, pesticides, herbicides, insecticides or other chemicals shall not be permitted within ten (10) feet of the edge of the Lake. Lake Lot owners and groundskeepers shall be expected to mow around the water in a manner as to minimize the discharging of clippings into the Lake. Tree limbs or other structures shall not be placed in the Lake.

j. Swimming Pools.

Lake Lot owners who have swimming pools are not permitted to discharge or drain pool water directly into the Lake. French drains, flower beds, hot tubs, spas, jacuzzis, air conditioning/heating, etc. are also prohibited from draining or discharging into the Lake.

k. Garbage Disposal.

Trash, garbage, refuse or other waste or pollutants of any kind shall not be disposed of in or near the Lake.

l. Pets.

Lake Lot owners and their guests and invitees shall not bring animals or pets to the Lake except for dogs and cats restrained by leash. No animals whatsoever shall be permitted in a watercraft or in the Lake.

m. Nuisances.

No noxious or offensive behavior or activity shall be permitted in or around the Lake, nor shall anything be done that may be or become an annoyance or

nuisance to others.

n. Safety.

The Lake is a natural lake. All Lake Lot owners and their guests and invitees should recognize that there are associated risks inherent with all lakes and these risks are the sole liability the Lake Lot owners and their guests and invitees. Below is a list of safety rules to be followed by all Lake Lot owners and their guests and invitees.

- 1) No watercraft shall be left unattended in the Lake at any time.
- 2) No watercraft shall be stored in the Lake.
- 3) Children under the age of thirteen (13) and non-swimmers must wear a U.S. Coast Guard approved life jacket while in any watercraft.
- 4) Intoxicated persons and consumption or possession of any alcoholic beverage while in a watercraft is strictly prohibited.
- 5) Use of glass containers near the Lake or while in the watercraft is prohibited.
- 6) All guests or invitees of Lake Lot owners must be accompanied by the Lake Lot owner while on the Lake.
- 7) Feeding and interaction with wildlife is prohibited.
- 8) Care should be exercised when removing a fish from a hook.

The foregoing is by no means an exhaustive list of safety rules and any person should exercise caution and common sense when a question arises regarding safety issues of the Lake.

4. No Third Party Rights or Remedies. This Declaration is made for the exclusive benefit of the owner(s) of the Lake Lots and not for any third party; nothing in this Declaration, expressed or implied, is intended or shall be construed to confer on any person or entity, other than those persons or entities provided for herein, any rights or remedies under or by reason hereof.
5. No Public Dedication. The rights created herein shall not constitute a dedication to the public of any portion of the Lake or Lake Lots, and the owner(s) of the Lake Lots may take such steps as may from time to time be required to prevent a dedication of any portion thereof or the accrual of rights of the public in any portion thereof.
6. Use of the Lake. THE EASEMENTS HEREIN AND USE OF THE LAKE SHALL BE "AS-IS", WHERE-IS AND WITH ALL FAULTS. EACH OWNER OF A LAKE LOT, AND EACH TENANT, GUEST AND INVITEE OF AN OWNER, AS APPLICABLE, ASSUMES ALL RISKS FOR LOSS OR DAMAGE TO PERSONS, AND TO PROPERTY, AND FURTHER ACKNOWLEDGES THAT THE DECLARANT HAS MADE NO REPRESENTATIONS OR WARRANTIES NOR HAS ANY OWNER OF A LAKE LOT, OCCUPANT, TENANT, GUEST OR

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INVITEE RELIED UPON ANY REPRESENTATIONS OR WARRANTIES, EXPRESSED OR IMPLIED, INCLUDING ANY WARRANTY OF MERCHANTABILITY OR FITNESS FOR ANY PARTICULAR PURPOSE, RELATIVE TO THE LAKE.

7. Assignment of Declarant's Rights. Any or all of the special rights and obligations of the Declarant set forth in this Declaration may be transferred by the Declarant, provided no such transfer shall be effective unless it is in a written instrument signed by the Declarant and duly recorded in the Office of the County Clerk of Harris County, Texas.
8. Severability. In the event of the invalidity or partial invalidity or partial unenforceability of any provision in this Declaration, the remainder of the Declaration shall remain in full force and effect.
9. Delay in Enforcement. No delay in enforcing the provisions of this Declaration with respect to any breach or violation thereof shall impair, damage or waive the right of any party entitled to enforce the same to obtain relief against or recover for the continuation or repetition of such breach or violation or any similar breach or violation thereof at any later time.
10. Enforceability. This Declaration shall be enforceable by the Declarant and each owner of a Lake Lot, or any portion thereof, and their respective heirs, legal representatives, successors and assigns. In the event any action to enforce this Declaration is initiated against an owner or occupant of a Lake Lot by the Declarant or an owner of a Lake Lot, as the case may be, the Declarant or owner of the Lake Lot shall be entitled to recover reasonable attorneys' fees from the owner or occupant of a Lake Lot who violated this Declaration.
11. Remedies. In the event any person shall violate or attempt to violate any of the provisions of the Declaration, the Declarant, each owner of a Lake Lot, or any portion thereof, may institute and prosecute any proceedings at law or in equity to abate, preempt or enjoin any such violation or attempted violation or to recover monetary damages caused by such violation or attempted violation.
12. Violations of Law. Any violation of any federal, state, municipal, or local law, ordinance, rule, or regulation, pertaining to the use of the Lake is declared to be a violation of this Declaration and shall be subject to any and all of the enforcement procedures set forth in this Declaration.
13. No Representations or Warranties. No representations or warranties of any kind, express or implied, shall be deemed to have been given or made by the Declarant or its agents or employees in connection with the Lake or any portion of the Lake Lot, its or their physical condition, compliance with applicable laws, fitness for intended use, or in connection with the sale, operation, maintenance, cost of maintenance,

taxes, or regulation thereof, unless and except as specifically shall be set forth in writing.

14. Governing Law. This Declaration shall be construed and governed under the laws of the State of Texas.
15. Duration and Amendment. The easements and restrictions set forth in this Declaration shall run with the land and shall be binding upon and inure to the benefit of owners of the Lake Lots, their respective legal representatives, heirs, successors, and assigns for a term of forty (40) years from the date this Declaration is filed with the County Clerk of Harris County, Texas, after which time said easements and restrictions shall be automatically extended and renewed for successive periods of ten (10) years each. However, the owners of at least a majority of the Lake Lots may execute an instrument altering, rescinding, or modifying said easements and restrictions, in whole or in part and such instrument shall be effective upon filing it of record in Harris County, Texas. Any terminating, altering, rescinding, modifying or amending of the Declaration during any period that the Declarant owns a Lake Lot also requires the prior written approval of the Declarant. In addition, Declarant shall have the right at any time and from time-to-time, without the joinder or consent of any other party, to amend this Declaration by an instrument in writing duly signed by the Declarant, acknowledged, and filed for record in Harris County, Texas.

EXECUTED the 28 day of October, 2015.

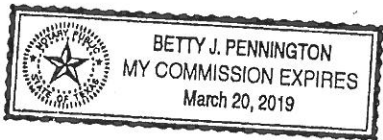
ZION ROAD PROPERTIES, LLC, a Texas
limited company

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By: Robert M. Allen
Robert M. Allen, Vice President

THE STATE OF TEXAS §
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COUNTY OF HARRIS §

This instrument was acknowledged before me on the 28th day of October, 2015, by Robert M. Allen, Vice President of Zion Road Properties, LLC, a Texas limited liability company, on behalf of said limited company.



Betty J. Pennington
Notary Public, State of Texas

WHEN RECORDED, RETURN TO:

Mark K. Knop
Hoover Slovacek LLP
Galleria Tower II
5051 Westheimer, Suite 1200
Houston, TX 77056
File No. 122649-01

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Pages 8
10/29/2015 11:24 AM
e-Filed & e-Recorded in the
Official Public Records of
HARRIS COUNTY
STAN STANART
COUNTY CLERK
Fees \$40.00

RECORDERS MEMORANDUM

This instrument was received and recorded electronically and any blackouts, additions or changes were present at the time the instrument was filed and recorded.

Any provision herein which restricts the sale, rental, or use of the described real property because of color or race is invalid and unenforceable under federal law.
THE STATE OF TEXAS
COUNTY OF HARRIS

I hereby certify that this instrument was FILED in File Number Sequence on the date and at the time stamped hereon by me; and was duly RECORDED in the Official Public Records of Real Property of Harris County, Texas.



Stan Stanart

COUNTY CLERK
HARRIS COUNTY, TEXAS

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