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**EXTENDED, MODIFIED AND
RESTATED RESTRICTIONS FOR
SKY LAKES CLUB ADDITION, SECTION II**

WHEREAS, prior to recording of this document, the restrictions applicable to Sky Lakes Addition, Section II, were recorded in Volume 242, Page 726, et.seq., Deed Records of Waller County, Texas, and in Volume 242, Page 605, Deed Records of Waller County, Texas; and

WHEREAS, on March 4, 2003, Notice of Formation of Committee to Petition to Create, Extend and Modify Restrictions for the Sky Lakes Addition, Section II, was filed in Volume 769, Page 387, Official Real Property Records of Waller County, Texas; and

WHEREAS, on March 1, 2003, Appointment of Successors Building Committee Sky Lakes Addition, Section II, was filed in Volume 768, Page 830, Official Real Property Records of Waller County, Texas; and

WHEREAS, an Appointment of Successor Building Committee was filed on May 8, 2003, in Volume 778, Page 680, Official Real Property Records of Waller County, Texas; and

WHEREAS, a conflict therefore existed in the filing of the aforesaid Notice and Appointments; and

WHEREAS, the undersigned desire to dispose of the disputes and conflicts concerning the Restrictions, and to extend, modify and restate the Restrictions for Sky Lakes Addition, Section II.

NOW, THEREFORE, IN CONSIDERATION OF the mutual covenants contained in this Agreement, including the recitals set forth above, the Undersigned, being more the fifty percent (50%) of the Property Owners of Sky Lakes Addition, Section II, as well as the Board of Directors of Waller Country Club Estates, Inc., and consistent with prior deed restrictions, join in the following restrictions of 156.5599 acres of land in Waller County, Texas, shown on a map or said subdivision of record in the Office of the County Clerk of Waller County, Texas, under Clerk's File No. 78297 dated June 8, 1973, and recorded in Volume 242, Page 605, Deed Records of Waller County, Texas, a part of the Polly Perry League, Waller County, Texas. The recorded plat known as Sky Lakes Addition, Section II, shows said 156.5599 acres consists of 207 lots and 10 Blocks, approximately 70 acres in a nine-hole golf course, and approximately 8.5 acres being the North part of an adjoining airstrip. Nothing contained herein shall tend to restrict areas designated as golf course, lakes, and airstrip; and, nothing contained herein shall in any way alter the effect of the Restrictions of Sky Lakes Club Addition, Section I.

The Undersigned do hereby establish and impose the following Extended, Modified and Restated Restrictions and provisions upon the above mentioned lots and blocks of Sky Lakes

Addition, Section II, which restrictions shall be for the benefit of each and every parcel of land in said Sky Lakes Addition, Section II, as follows, to wit:

1. All lots in Sky Lakes Addition, Section II, shall be for single-family dwellings and only one single-family dwelling shall be built on any one lot.

a. Except Lots 1, 2, 3, Block 5, may be used for apartments, townhouses or condominiums.

b. Certain lots (28) in the Northeast corner of this tract may be used for light commercial and high density townhouses or other use so long as they are used in such a manner that would not detract from the single family dwelling desirability of the lots adjoining these 28 lots on the West. The lots subject to this exception are Lots 129-135, Block 7, Lots 165-182, Block 9, and Lots 201-207, Block 10, Sky Lakes Addition, Section II.

2. Each corner lot shall be deemed to front on the street on which it has the smallest frontage. However, inasmuch as all building plans and plat plans must first be submitted to and approved by a Building Committee as hereinafter provided, such Building Committee shall have the right in cases of corner lots to require a design and partial facing of residences so as to present a neat and attractive appearance on both streets. No structures shall be erected, altered, placed or permitted to remain on any residential building lot other than one single family dwelling not to exceed two stories in height and a private garage for not more than three cars and storage, without specific approval of the Building Committee. Each residence is required to have a private garage. This covenant, however, shall not be construed to prohibit the erection of quarters for bonafide servants employed on the premises by an owner or tenant. Rental of such quarters, however, is strictly prohibited.

3. No building shall be located on any lot nearer the front lot line or side street line than shown as the building setback line on the recorded plat of said Subdivision. In the event a part of a lot is purchased, and built on, the side lot setback line shall be approved by the Building Committee, as shall all side building lines be approved by said Building Committee. No single family detached dwelling shall be erected on any part of a lot having less than 10,000 square feet.

No permanent structure or other obstructions of a permanent or semi-permanent nature shall be erected upon any utility easement or lake easement or taxi easement as shown on the recorded plat of SKY LAKES ADDITION, SECTION II. However, the Building Committee may require greater setback distances and at its sole discretion may approve a plat plan and house plan on any lot with greater or less side yardage clearance, taking into consideration the shape of the lot and the continuity of the subdivision. A residence or dwelling may be erected on a building site of more than one platted lot, in which event the outer platted lot lines shall be considered the side lot lines.

4. No structure shall be erected or placed on any residential lot without prior approval of the Building Committee. The owner shall submit all building plans, septic plans and plot plans or any other information required by the Building Committee for approval before beginning construction.

5. No residence shall be erected or altered or placed on any lot with less than 1800 square feet off golf course lots and less than 2000 square feet on golf course lots, excluding porches and garages. Exterior construction, including the garage, shall be 75% brick up to the first plate line. However, the Building Committee shall have the power to increase the square foot area to make it compatible with other buildings and control exterior appearance.

6. a. No lot shall ever be used or maintained as a dumping ground for rubbish. Trash, garbage and other waste shall not be kept on any lot except in sanitary containers. All incinerators and any and all equipment for storage or disposal of any such material shall be kept in a clean and sanitary condition.

b. Property Owners shall maintain that person's own property in accordance with these Restrictions, and shall keep grass and noxious weeds on the property trimmed to a height of six inches or less; except, however, that vacant lots must be maintained to a height of one foot or less and that the golf course shall be maintained in accordance the usual maintenance standards of golf courses.

7. Nothing shall be done to contaminate or pollute the waters of any lake or creek. No obstructions shall be placed on or in the area designated as lake easements on the recorded plat of Sky Lakes Addition, Section II. Appurtenances such as boat docks that are approved in writing by the Building Committee may be constructed in the lake easement.

8. No mineral exploration, drilling, development operations, refining, quarrying or mining operation of any kind shall be permitted on or in any lot. No derrick or other structure designated for use in boring for minerals shall be erected, maintained or permitted on any lot, but this prohibition shall not prohibit the digging, sinking or maintenance of individual water wells for the domestic use of any lot owner on his own lot, provided, however, that if there is a central water supply available for Sky Lakes Addition, Section II, each lot shall be connected to such central system and no private water wells will be permitted.

9. No noxious or offensive activities shall be carried on on any lot, nor shall anything be done thereon which may be or become an annoyance or nuisance to the neighborhood. No chickens, swine, cattle or horses shall be allowed.

10. Fencing. a. No fence shall be erected on any part of any lot without first obtaining written approval of the Building Committee, and in all events, no fence, wall, hedge or shrub planting which obstructs lines of sight at an elevation of between 2 and 6 feet above the roadways shall be placed or permitted to remain on any corner lot within the triangular area formed by the street property lines, or in the case of a rounded property corner, of a corner lot from the intersection of the street property lines extended -- in other words, no fence, wall, hedge or shrub planting on any hedge or shrub more than 2 feet above the side walk grade shall be erected on any lot closer to any street line than the setback building line shown on the recorded plat of Sky Lakes Addition, Section II, for each

respective lot. The same sight line limitations shall apply on any lot within 15 feet from the intersection of a street property line with the edge of a drive or alley pavement. No tree shall be permitted to remain on any corner lot within 15 feet of the street intersection corner, unless the foliage line is maintained at a sufficient height to prevent obstructions of such sight lines. As first stated, in all events, approval of the Building Committee shall be first obtained for the building of any fence on any lot, regardless of its location.

b. No fence or improvement of any kind shall be erected, placed, or altered on any lot backing or siding on any lake in Sky Lakes Addition, Section II, within 25 feet of the designated perimeter of the lake as shown on the recorded plat, without the written approval of the Building Committee.

c. Any swimming pool or spa shall be fenced to comply with the following:

- (1) Property owners shall completely enclose the spa or pool yard with a pool yard enclosure. The enclosure is subject to approval by the Building Committee the same as any other improvement or structure.
- (2) The height of the pool yard enclosure must be at least 48 inches as measured from the ground on the side away from the pool.
- (3) Openings under the pool yard enclosure may not allow a sphere four inches in diameter to pass under the pool yard enclosure.
- (4) If the pool yard enclosure is constructed with horizontal and vertical members and the distance between the tops of the horizontal members is at least 45 inches, the openings may not allow a sphere four inches in diameter to pass through the enclosure.
- (5) If the pool yard enclosure is constructed with horizontal and vertical members and the distance between the tops of the horizontal members is less than 45 inches, the openings may not allow a sphere 1-3/4 inches in diameter to pass through the enclosure.
- (6) Decorative designs or cutouts on or in the pool yard enclosure may not contain any openings greater than 1-3/4 inches in any direction.
- (7) Indentations or protrusions in a solid pool yard enclosure without any openings may not be greater than normal construction tolerances and tooled masonry joints on the side away from the pool.
- (8) Permanent equipment or structures may not be constructed or placed in a manner that makes them readily available for climbing over the pool yard enclosure.
- (9) The wall of a building may be part of the pool yard enclosure only if the doors and windows in the wall comply with these provisions.
- (10) The owner is not required to build a pool yard enclosure at specified locations or distances from the pool other than distances for minimum walkways around the pool.

11. No trailer, basement, tent, shack, barn, garage or other outbuilding erected in Sky Lakes

Addition, Section II, shall be at any time used as a residence, temporarily or permanently, nor shall any structure of a temporary character be used as a residence. No trailer, camper, boat or other vehicle shall be parked on any visible part of the property that are not operational and with current license or inspection stickers.

12. No sign of any kind shall be displayed to the public view on any lot, except one sign advertising the property for sale or for rent, or signs used by a builder of not more than five square feet advertising the property during construction and sales period.

13. No cesspool shall ever be dug, used or permitted to remain on any lot, nor shall any surface toilet ever be built, used or permitted to remain on any lot. Whenever a residence is established on any lot, all toilet and other sewage outlets shall be connected with a septic tank with suitable drain field according to the public health standards. In the event that sanitary sewage facilities are made available, all sewage outlets shall be connected with the central sewer system serving Sky Lakes Addition, Section II, and no other septic tanks will be permitted. In the event septic tanks are installed and subsequent thereto sanitary sewage facilities become available, all houses and structures shall be connected to the sanitary sewage facilities and the payment of a tap fee by the then property owners will be made. The amount of the tap fee will be determined by Sky Lakes Utility Company, if same is in existence and if not, by Waller County Water Control & Improvement District, No. 11, if same is so authorized and if said district is not authorized, then Waller Country Club Estates, Inc., may form a privately owned public utility to serve Sky Lakes Addition, Section II, having first negotiated for purchase of the existing water plant and lines now serving Section I of Sky Lakes Club Addition. The said plant and lines are referred to in a separate unrecorded contract with Homer Y. Jones. The cost of running sewer lines for houses or structures to the main sewer line shall be borne at the sole expense of the owner of each lot. In the event of a National emergency which shall render the sanitary sewer and water facilities of the subdivision inoperative, then in that event, private water wells and septic tanks may be used pending the repair and restoration of the central water system and the central sewer system at which time all residences and other structures must be reconnected to the central water and sewer systems serving the area. The purpose of the foregoing restriction as to the water and sewer system connections and service is to require each lot owner or the occupant of any residence to get water and/or sewer service and/or garbage pickup through the central services.

14. Drainage structures under private driveways shall have a net drainage opening area of sufficient size to permit the free flow of water without back water and shall under all circumstances be a minimum of 1-3/4 square feet or 18-inch diameter pipe culverts. Culverts or bridges must be used for driveways and for walkways and this restriction shall be enforceable by the Building Committee or by any other lot owner in the subdivision, as well as by proper authorities of Waller County, and it is expressly provided the owner of each lot or occupant of each residence shall at his own expense be responsible for the proper setting of all drive way culverts or bridges prior to the starting of any construction on the lot and the design and plan of any culvert or bridge before being constructed and the grade line thereof shall be submitted in writing to the Building Committee, and there shall be a buttress at the end of each culvert to be built by each lot owner prior to his starting any construction.

15. Each and all lots in the Sky Lakes Addition, Section II, shall always be subject to all easements as shown on the recorded map of Sky Lakes Addition, Section II. All easements are perpetual, and are dedicated for utility installation, repair, service and maintenance and drainage.

16. The Building Committee.

Name Change

a. There shall be a Building Committee of five (5) persons, elected by the property owners of Sky Lakes Addition, Section II, which Building Committee shall have all of the specific powers, duties and privileges provided among the provisions of this restrictive document, and shall also have the powers, duties and privileges hereafter provided.

b. The Building Committee shall consist of five (5) property owners who shall be homeowners and residents in Section II, with staggered terms of office, beginning March 1, 2004. However, one representative for Waller Country Club Estates, Inc., shall serve an initial three (3) year term. Otherwise, the initial terms of office shall be as follows: One representative for Waller Country Club Estates, Inc., shall serve an initial three (3) year term; one representative from the Property Owners shall serve an initial six (6) year term; and three representatives for the Property Owners shall serve an initial three (3) year term. In the month of January, prior to the end of the initial three-year period, the Property Owners shall elect all five (5) members of the Building Committee, to assume office on March 1, 2007. In every third January thereafter, the Property Owners shall hold an election for all five (5) members of the Building Committee. The effect of the foregoing terms of office is that any preference for a representative of Waller Country Club Estates, Inc., shall terminate at the end of the initial three (3) year term, so that at the end of the initial three (3) years, only property owners of Sky Lakes Addition, Section II, shall be eligible for service on the Building Committee.

c. The Building Committee shall act only as a board and an individual member shall have no power of the Building Committee unless specifically delegated or granted by the Building Committee as a whole. At the first regular meeting of the Building Committee after March 1st of each calendar year, the Building Committee shall elect a Presiding Officer to serve for that year. The Presiding Officer, or in the Presiding Officer's absence, any Building Committee member selected by the members present, shall preside at meetings of the Building Committee. A recording secretary shall be appointed by the Presiding Officer, to act as Secretary of the Building Committee. Written Minutes of each meeting shall be maintained by the Secretary.

d. A majority of the authorized number of Building Committee members shall be necessary to constitute a quorum for the transaction of business, except to adjourn as hereinafter provided. The Building Committee shall try to act by consensus. However, every act or decision done or made by a majority of the Building Committee members present shall be regarded as the act of the Building Committee unless a greater number is required by law or by these Restrictions.

e. Any action required or permitted to be taken by the Building Committee may be taken without a meeting and with the same force and effect as a vote of Building Committee members if all of the

members of the Building Committee shall individually or collectively consent in writing to the action. A copy of the consent shall be maintained by the Secretary to the Building Committee.

f. In the case of the death or resignation of any member or members of the Building Committee, such vacancies may be filled by a majority vote of the remaining Building Committee members, though less than a quorum, or by a sole remaining member, for the remainder of the then unexpired term. At the Building Committee's sole option, in lieu of such appointment a special election may be called by the Building Committee for election of a replacement member to fill the unexpired term.

g. No member of the Building Committee, any successor or designated representatives shall be entitled to any compensation for services performed pursuant to this covenant.

h. The Building Committee shall set a time and a place for its functions. The Building Committee shall meet at least quarterly, or more often as needed.

i. These provisions for the existence and operation of the Building Committee run with the land and shall be binding on all parties and all persons claiming under them, or owning property or an interest in property within Sky Lakes Addition, Section II. These covenants shall automatically be extended for successive ten (10) year periods after date unless an instrument signed by a majority of the then owners of the lots in Sky Lakes Addition, Section II, has been recorded, agreeing to change said covenants in whole or in part. These provisions are not intended to supplant or replace other provisions in the final section of these Restrictions.

j. The Building Committee shall be the collecting and managing body for maintenance and beautification fees provided for in these Restrictions. No less than annually, the Building Committee shall make available to all property owners within Sky Lakes Addition, Section II, an accounting for the collection and use of such funds.

k. In addition to the other rights, duties and responsibilities set forth herein, the Building Committee shall have the following duties and responsibilities:

l. No building shall be erected, placed or altered on any building plat in this subdivision until the building plans, specifications and plat plans showing the location of such building have been submitted to and approved in writing by the Building Committee as to conformity and harmony of external design, considering in part all then existing structures in the Subdivision and as to location of the building and other improvements with respect to topography and finished ground elevation. As to corner lots whether having rectangular, straight or rounded corners, the Building Committee shall have the right to require a design so that frontage may be equally attractive and sightly on abutting streets and otherwise to make the total layout and plat plan free from obvious unsightliness considering the frontage of adjoining lots and of lots across the street and facing nearest to each corner lot.

m. The Building Committee shall approve of all fences on the Golf Course lots or may prohibit rear lot line fencing. Further the Building Committee may prohibit use of clothes lines in the rear of houses on golf course lots or any other unsightly structure that would detract from the beauty of the Golf Course.

n. In the event such Building Committee or its successors or assigns, fail to approve or disapprove any design, plat plan, location or frontage within 30 days after plans and specifications have been submitted, or if no suit to enjoin the erection of such building or the making of any alteration has been commenced to the completion thereof, such written approval will not be required and this covenant shall be deemed to have been fully complied with.

o. The Building Committee may not grant variances from these restrictions or any established building standards, unless the property owner requesting the variance shall have first given at least two weeks prior written notice containing details of the requested variance to the owner of each lot that is within three (3) lots in each direction, including lots that are across any street, from the property for which the variance is requested. The noticed property owners, and any other property owner in the subdivision, may within such two week period submit to the Building Committee any support or opposition to the requested variance.

17. Waller Country Club Estates, Inc., is the owner or Lessee or Lienholder of the Golf Course, Lakes, and portion of airstrip being North of and adjacent and adjoining to the airstrip formerly owned by Sky Lakes Club, Inc., and other recreational facilities lying within the confines of Sky Lakes Addition, Section II, and other facilities varying from time to time.

Waller Country Club Estates, Inc., shall prescribe dues for the various activities open to its members and rules and regulations pertaining to facilities within Sky Lakes Addition, Section II, whether they be property owners as member or merely members of various classes of membership. It is clearly understood and agreed that Waller Country Club Estates, Inc., shall not in any way make a member or property owner agreement which would entitle said property owner or member to any right, title or interest in or to any or the recreational facilities.

The interest of members or property owners shall be limited to the "Right to Use" the facilities and the payment of dues and fees therefor.

18. All members of the Country Club are and will be required to adhere to the rules and regulations of said club.

19. Waller Country Club Estates, Inc., or their successors may in the interest of aviation, permit all aircraft to use that portion of the airstrip lying within Sky Lakes Addition, Section II, for fuel, repairs and other aviation facilities so long as Public use does not substantially interfere with the recreational facilities or become a substantial annoyance to the residential or commercial properties of Sky Lakes Addition, Section II.

20. A Water Control & Improvement District has been created to serve Sky Lakes Addition, Section II, and also adjoining lands comprising 464 acres in Waller County, Texas. Paragraph 13, of these restrictions refers to the possible formation of a private utility company to serve the area in the event Waller County Water Control & Improvement District No. 2 is unable to provide service. Paragraph 13 covers the alternative to service by said District.

21. Each residential or commercial lot in Sky Lakes Addition, Section II, shall be subject to an annual maintenance charge of not more than 2 mills per square foot per annum, of each lot area, for the purpose of creating a fund to be known as Sky Lakes Addition, Section II, MAINTENANCE FUND, to be paid by the then owners of each lot in Section II. The maintenance charge shall be secured by a vendor's lien on each lot respectively and is to be paid annually on the first day of January of each year, in advance, beginning January 1, 2004. Waller Country Club Estates, Inc., agrees to maintain unsold lots in lieu of maintenance charges. The fund shall be controlled and disbursed by the Building Committee or its appointees, and shall be used toward the payment of the maintenance of parks, streets, street signs, easements, vacant lots and all other properties necessary or desirable to the maintaining or improving the property including police and fire protection which will be for the general benefit to the owners and residents of Sky Lakes Addition, Section II; and, such maintenance fund may also be used to provide for attorneys fees, expenses and related costs to enforce these Restrictions. Such maintenance fund may also be used to provide for sanitary sewer plants and lines and water plants and lines. If a Water Control and Improvement District or Fresh Water Supply District is formed for water and sewer service, the Building Committee or its successor may during the first five years pledge up to 60% of the yearly maintenance fund to underwrite bonds of the District and thereafter until such time as the revenues from water and sewer service and/or taxes are sufficient to amortize its bonded indebtedness.

Such annual charges may be adjusted, altered or waived from year to year as the needs of the property may, in the judgment of the Building Committee or their appointees, require, provided that at least a majority of the lot owners agree to such adjustment, alteration or waiver. The owner of each lot, whether one person or more than one person, or a corporation, shall be entitled to one vote for each lot owned in determining the annual maintenance charge. However, Waller Country Club Estates, Inc., shall maintain all properties owned by it without any maintenance charge, such properties consisting of unsold lots, golf course, airstrip and lakes. } 20

In the event a Fresh Water Supply District or a Water Control and Improvement District is formed all properties owned or leased by Waller Country Club Estates, Inc., or its successors shall be subject to same ad valorem district taxes and service charges as might be applied to other property within Sky Lakes Addition, Section II.

These annual charges shall continue for successive 5-year periods, unless a majority of the then lot owners agree to discontinue and abandon such charges at the end of any successive 5-year period by filing a written instrument in the office of the County Clerk of Waller County, Texas, evidencing

such intention. This instrument must be filed prior to the end of any 5-year period. If, however, Sky Lakes Addition, Section II, is annexed or incorporated into some municipality within any successive 5-year period, a majority of the then lot owners shall have the right to discontinue and abandon such annual charges by filing a written instrument with the office of the County Clerk of Waller County, Texas, evidencing such intention. However, such maintenance charges cannot be discontinued until any bonded indebtedness of any Water Control and Improvement District or Fresh Water Supply District is outstanding unless same are assumed by the annexing municipality or other governmental entity in a manner acceptable to the holders of the bonds.

The term "majority of lot owners" shall be interpreted to mean a majority of the lot owners at the time such instrument is executed in Sky Lakes Addition, Section II.

21.a. In addition to such above mentioned maintenance fund, each residential and commercial lot shall be subject to an annual charge of not more than 2 mills per square foot of lot area which shall be known as Sky Lakes Addition, Section II, Water, Sewer, Drainage and Garbage Pickup Fund. A Vendor's Lien shall exist and be enforceable against each lot and 1 mill per square foot for acreage lying within the Golf Course, airstrip and lakes located in said Sky Lakes Addition, Section II. This fund shall also be administered by the Building Committee, its successors and for the duration and in the manner as the Maintenance Fund. This fund shall continue thereafter for so long as any expenses or indebtedness exist for providing these services.

see 21

This water, sewer, drainage and garbage pickup fund may not be altered, waived, adjusted, increased or decreased except under the following conditions:

b. Should the fund produce more revenue in any one year as necessary to provide the installations and service including operations, administrative and legal expense, then in the judgment of the Building Committee, its successors, assigns or appointees, such Committee may refund ratably to the property owners. An annual statement of income and expenses of such funds shall be made by a Certified Public Accountant and made available to the owners of property in Sky Lakes Additions, Section II.

c. Should the fund produce insufficient revenues to defray all costs, then in that event said Building Committee may increase same to cover said cost, having first complied with the following procedures:

(1) A Notice of a hearing shall be mailed to the last known address of each property owner stating a time and a place of such hearing. Said notice shall be given at least 30 days in advance of the time set for the hearing.

(2) At said hearing the Chairman of the Building Committee shall read, or have counsel read the reasons for such meeting and proposed increase in charges. An operating statement prepared by a Certified Public Accountant shall be presented to

all interested persons at said hearing.

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(3) The Committee shall hear all contestants or proponents which in its opinion represents a cross section of a majority of those present at such hearing.

(4) After all pertinent evidence has been submitted, the Chairman of said Committee shall call for a vote of those present at such hearing. If a majority of those present oppose such increase, such increase shall not be levied.

(5) No member of said Building Committee, its successors, assigns or appointees shall be entitled to any salary or compensation from said fund.

This fund and Committee shall serve Sky Lakes Addition, Section II, until relieved by competent governmental authority that would provide the same service according to the general laws of the State pertaining Cities, Towns, Villages, Water Control and Improvement Districts and Fresh Water Supply Districts, or any other duly constituted political entities.

22. No obstructions such as nets, piers, trotlines, etc., will be permitted to be constructed in or over any lake without the written permission of the Building Committee, its appointees, successors or assigns.

23. Waller Country Club Estates, Inc., shall operate the nine-hole golf course, and lakes within Sky Lakes Addition, Section II, for the benefit of property owners and members other than property owners. Should Waller Country Club Estates, Inc., desire to sell the facilities in Sky Lakes Addition, Section II, they are empowered to call on the property owners and members to form a civic club for the purpose of purchasing the facilities of the club. The sales price will be determined by the average of appraisals of three independent appraisers of all of the facilities of the club, taking into consideration the going concern value. A committee of the Civic Club shall negotiate for the purchase of the facilities of the club. If Waller Country Club Estates, Inc., and the Civic Club committee cannot reach an agreement on the purchase price and terms within a 90-day period then Waller Country Club Estates, Inc., may proceed to negotiate the sale of the facilities of the club to prospective purchasers other than the formed civic club. Written notice to the existing owners of the property and club members at the time Waller Country Club Estates, Inc., desires to sell the facilities, shall be sent to each property owner and club member notifying them of the necessity of forming a civic club. They shall have 60 days for the formation of a civic club and the selection of the club committee to negotiate with Waller Country Club Estates, Inc.

24. The restrictions contained herein shall be restrictions to surface only, and in no event is an attempt made to restrict air space over restricted property.

25. It is specifically set forth that no construction shall begin on any dwelling until plans and specifications are approved by the Building Committee and sufficient evidence is presented to the

Building Committee that financing and/or cash requirements are sufficient to complete the proposed structure within one year from date of approval by the Building Committee.

In the event a structure is started and is not completed within the one year time limit, and the structure cannot be sold and completed by others, the Building Committee may require that the structure be demolished and the property cleared of all debris.

26. In regard to references herein to sewer lines and plants and septic tanks contained in various paragraphs herein, it is understood that the Texas Water Quality Board by Executive Order No. 70-1120-12 has authorized the San Jacinto River Authority to license septic tanks within the Cypress Creek Watershed and prescribe rules and regulations and design criteria therefor. Therefore, no septic tank may be installed in Sky Lakes Addition, Section II, without proper approval, or the approval of the current regulatory agency of Waller County or other governmental agency. These restrictions therefore cover any authority in existence or any duly constituted authority hereafter created with the same or similar powers and duties.

27. It is further understood that sale of any unimproved lots (without house) is now regulated by the Interstate Land Sale Full Disclosure Act of August, 1966, being Public Law 90-448-82 U.S. Statutes, Page 590. The law is administered by the U.S. Department of Housing and Urban Development.

28. In the event after filing these Restrictions of Record, errors or omissions are found which would require corrections, the Building Committee, by unanimous vote, may correct same by filing a "corrective amendment" referring to the Page, Paragraph or word requiring clarification without the joinder of any other property owners or lien holders, if any. This may be done in one or more instances by consecutively numbering the "corrective amendments" such as 1, 2, 3, etc.

ENFORCEMENT PROVISION

These covenants are to run with the land and shall be binding on all parties and all persons claiming under them for a period of 30 years from the date these covenants are recorded, after which time said covenants shall automatically be extended for successive periods of ten (10) year periods unless an instrument signed by a majority of the then owners of the lots has been recorded, agreeing to change said covenants in whole or in part. The Building Committee, the present owners of this property, or any person holding under him, or any person who shall hereafter acquire property in such subdivision, or any of them or their heirs or assigns, shall have the right to prosecute any proceeding, at law or in equity against any person or persons, who, shall have the right to enjoin the violation of such conditions and restrictions, or to recover damages or either of them. Invalidation of any one of the above conditions and restrictions by judgment or court order shall in no way affect any of the other provisions, which shall remain in full force and effect.

STATE OF TEXAS §
COUNTY OF WALLER §

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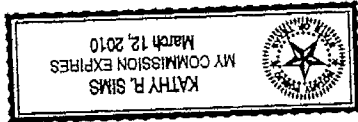
This instrument was acknowledged before me by GEORGE S. ROBINSON, on the 19th day of September, 2007, in the capacity as therein stated



Kathy R. Sims
Notary Public, State of Texas

STATE OF TEXAS §
COUNTY OF WALLER §

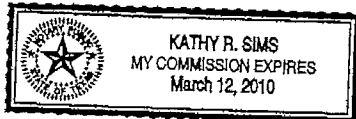
This instrument was acknowledged before me by DAVID E. CULLOP, on the 19th day of September, 2007, in the capacity as therein stated



Kathy R. Sims
Notary Public, State of Texas

STATE OF TEXAS §
COUNTY OF WALLER §

This instrument was acknowledged before me by EDWARD Q. WIESNER, on the 19th day of September, 2007, in the capacity as therein stated



Kathy R. Sims
Notary Public, State of Texas

STATE OF TEXAS §
COUNTY OF WALLER §

This instrument was acknowledged before me by MARY ANNE WIESNER, on the 21st day of September, 2007, in the capacity as therein stated



Kathy R. Sims
Notary Public, State of Texas

STATE OF TEXAS §
COUNTY OF WALLER §

Constatine John

This instrument was acknowledged before me by ~~JOHN CONSTATINE ROSE~~, on the 28th day of September, 2007, in the capacity as therein stated



Kathy R. Sims
Notary Public, State of Texas

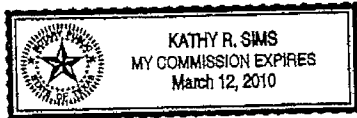
STATE OF TEXAS §
COUNTY OF WALLER §

This instrument was acknowledged before me by MICHAEL L. SOPER, on the _____ day of _____, 2007, in the capacity as therein stated

Notary Public, State of Texas

STATE OF TEXAS §
COUNTY OF WALLER §

This instrument was acknowledged before me by JOYCELYNN YOUNG, on the 28th day of September, 2007, in the capacity as therein stated



Kathy R. Sims
Notary Public, State of Texas

STATE OF TEXAS §
COUNTY OF WALLER §

This instrument was acknowledged before me by ELVA JEAN SMITH, on the 20th day of September, 2007, in the capacity as therein stated



Kathy R. Sims
Notary Public, State of Texas

Lot(s) _____, Block _____
Sky Lakes Addition, Section II

X _____

(printed name)

STATE OF TEXAS §
COUNTY OF WALLER §

This instrument was acknowledged before me by _____, on
the _____ day of _____, 2007.

Notary Public, State of Texas

Lot(s) _____, Block _____
Sky Lakes Addition, Section II

X _____

(printed name)

STATE OF TEXAS §
COUNTY OF WALLER §

This instrument was acknowledged before me by _____, on
the _____ day of _____, 2007.

Notary Public, State of Texas

Lot(s) _____, Block _____
Sky Lakes Addition, Section II

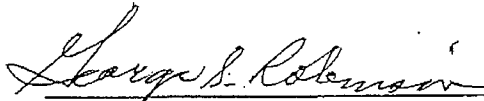
X _____

(printed name)

STATE OF TEXAS §
COUNTY OF WALLER §

This instrument was acknowledged before me by _____, on
the _____ day of _____, 2007.

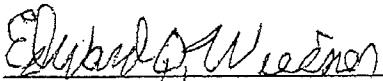
Notary Public, State of Texas



GEORGE S. ROBINSON, Director,
Waller Country Club Estates, Inc.
and in the capacity as so stated



DAVID E. CULLOP, Director,
Waller Country Club Estates, Inc.
and in the capacity as so stated

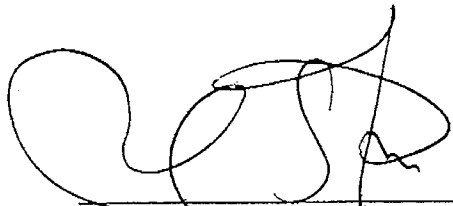


EDWARD Q. WIESNER, Director,
Waller Country Club Estates, Inc.
and in the capacity as so stated

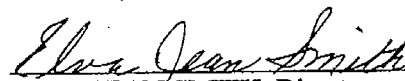
MARY ANNE WIESNER, Director,
Waller Country Club Estates, Inc.
and in the capacity as so stated

JOHN CONSTANTINE ROSE, Director,
Waller Country Club Estates, Inc.
and in the capacity as so stated

JOYCELYN YOUNG, Director,
Waller Country Club Estates, Inc.
and in the capacity as so stated



MICHAEL L. SOPER, Director,
Waller Country Club Estates, Inc.
and in the capacity as so stated



ELVA JEAN SMITH, Director,
Waller Country Club Estates, Inc.
and in the capacity as so stated

STATE OF TEXAS §
COUNTY OF WALLER §

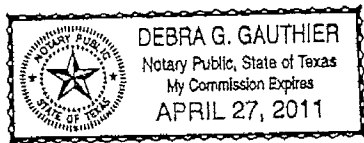
This instrument was acknowledged before me by JOHN CONSTATINE ROSE, on the _____ day of _____, 2007, in the capacity as therein stated

Notary Public, State of Texas

STATE OF TEXAS §
COUNTY OF WALLER §

This instrument was acknowledged before me by MICHAEL L. SOPER, on the 19th day of October, 2007, in the capacity as therein stated

debra g. gauthier
Notary Public, State of Texas



STATE OF TEXAS §
COUNTY OF WALLER §

This instrument was acknowledged before me by JOYCELYNN YOUNG, on the _____ day of _____, 2007, in the capacity as therein stated

Notary Public, State of Texas

STATE OF TEXAS §
COUNTY OF WALLER §

This instrument was acknowledged before me by ELVA JEAN SMITH, on the 20th day of September, 2007, in the capacity as therein stated

Kathy R. Sims
Notary Public, State of Texas

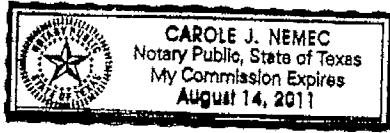


Lot(s) 1/2 43, 44, 45
68-69, Block 3
Sky Lakes Addition, Section II

X Bennie Michael Miller
BENNIE Michael Miller
(printed name)

STATE OF TEXAS §
COUNTY OF WALLER §
This instrument was acknowledged before me by
the 26 day of Sept, 2007.

Bennie Michael Miller, on
Carole J. NemeC
Notary Public, State of Texas

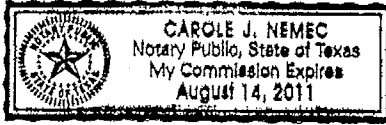


Lot(s) 158, 159, 160 Block 8
Sky Lakes Addition, Section II

X Byrdell B. Matthews
Byrdell B. Matthews
(printed name)

STATE OF TEXAS §
COUNTY OF WALLER §
This instrument was acknowledged before me by
the 23 day of September, 2007.

Byrdell Matthews, on
Carole J. NemeC
Notary Public, State of Texas

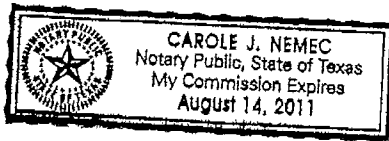


Lot(s) 6, 7, 8, Block 1
Sky Lakes Addition, Section II

X MARK B. GUSTIN
Mark B. Gustin
(printed name)

STATE OF TEXAS §
COUNTY OF WALLER §
This instrument was acknowledged before me by
the 2 day of September, 2007.

Mark Gustin, on
Carole J. NemeC
Notary Public, State of Texas

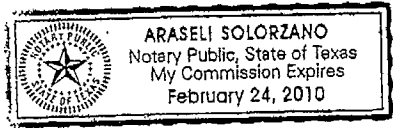


Lot(s) 70, Block 3
Sky Lakes Addition, Section II

X [Signature]
JERRY C. HUTCHINS
(printed name)

STATE OF TEXAS §
COUNTY OF WALLER §

This instrument was acknowledged before me by Jerry C. Hutchins, on
the 25 day of September, 2007.



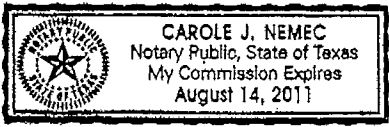
[Signature]
Notary Public, State of Texas

265, 266, 267 10
Lot(s) 179, 180, 181, 182 Block 9
Sky Lakes Addition, Section II

X [Signature]
THOMAS D. FINCH
(printed name)

STATE OF TEXAS §
COUNTY OF WALLER §

This instrument was acknowledged before me by Thomas D Finch, on
the 2 day of October, 2007.



[Signature]
Notary Public, State of Texas

Lot(s) _____, Block _____
Sky Lakes Addition, Section II

X _____

(printed name)

STATE OF TEXAS §
COUNTY OF WALLER §

This instrument was acknowledged before me by _____, on
the _____ day of _____, 2007.

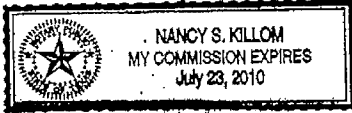
Notary Public, State of Texas

Lot(s) 98, Block H
Sky Lakes Addition, Section II

X Robert T. PARKS
Robert T. Parks
(printed name)

STATE OF TEXAS §
COUNTY OF WALLER §
This instrument was acknowledged before me by
the 30 day of September, 2007.

Robert T. Parks, on
Nancy S. Killom
Notary Public, State of Texas

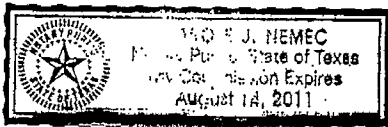


Lot(s) 1274128; Block 7
Sky Lakes Addition, Section II

X Deborah L Jackson
Deborah L Jackson
(printed name)

STATE OF TEXAS §
COUNTY OF WALLER §
This instrument was acknowledged before me by
the 01 day of October, 2007.

Deborah Jackson, on
Laurel Ann
Notary Public, State of Texas



Lot(s) _____, Block _____
Sky Lakes Addition, Section II

X _____

(printed name)

STATE OF TEXAS §
COUNTY OF WALLER §
This instrument was acknowledged before me by _____, on
the _____ day of _____, 2007.

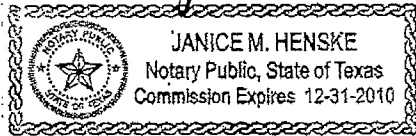
Notary Public, State of Texas

Lot(s) 1514152, Block 8
Sky Lakes Addition, Section II

X Burta Hye K
Burta Hye K
(printed name)

STATE OF TEXAS §
COUNTY OF WALLER §

This instrument was acknowledged before me by Burta Hye K, on
the 17th day of September, 2007.



Janice M. Henske
Notary Public, State of Texas

Lot(s) _____, Block _____
Sky Lakes Addition, Section II

X _____

(printed name)

STATE OF TEXAS §
COUNTY OF WALLER §

This instrument was acknowledged before me by _____, on
the _____ day of _____, 2007.

Notary Public, State of Texas

Lot(s) _____, Block _____
Sky Lakes Addition, Section II

X _____

(printed name)

STATE OF TEXAS §
COUNTY OF WALLER §

This instrument was acknowledged before me by _____, on
the _____ day of _____, 2007.

Notary Public, State of Texas

Lot(s) 19-7-14-15-16, Block 1
Sky Lakes Addition, Section II

X Norval Danielson

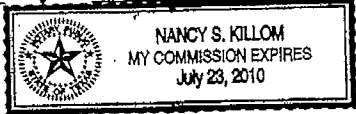
NORVAL DANIELSON
(printed name)

STATE OF TEXAS §
COUNTY OF WALLER §

This instrument was acknowledged before me by
the 22 day of September, 2007.

NORVAL DANIELSON, on

Nancy S. Kellom
Notary Public, State of Texas



Lot(s) 41 42 5/43, Block 3
Sky Lakes Addition, Section II
FOR DEED Restrictions only

X Susan Church

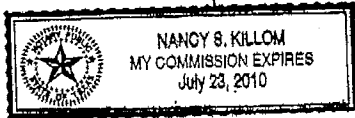
Susan Church
(printed name)

STATE OF TEXAS §
COUNTY OF WALLER §

This instrument was acknowledged before me by
the 23 day of September, 2007.

Susan Church, on

Nancy S. Kellom
Notary Public, State of Texas



Lot(s) 48 49, Block 3
Sky Lakes Addition, Section II

X Maxine Martin

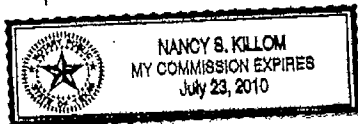
MAXINE MARTIN
(printed name)

STATE OF TEXAS §
COUNTY OF WALLER §

This instrument was acknowledged before me by
the 24 day of September, 2007.

MAXINE MARTIN, on

Nancy S. Kellom
Notary Public, State of Texas

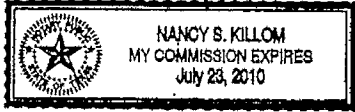


Lot(s) 57, 58, 59-100 Block 3
Sky Lakes Addition, Section II

[Signature]
HARRY ROBERTS
(printed name)

STATE OF TEXAS §
COUNTY OF WALLER §
This instrument was acknowledged before me by
the 29 day of September, 2007.

HARRY ROBERTS, on
[Signature]
Notary Public, State of Texas



Lot(s) 71, Block 111
Sky Lakes Addition, Section II

x [Signature]
DORIS THOMPSON
(printed name)

STATE OF TEXAS §
COUNTY OF WALLER §
This instrument was acknowledged before me by
the 18 day of September, 2007.

[Signature], on

Notary Public, State of Texas

Lot(s) 90, 91, 92, Block 3
Sky Lakes Addition, Section II

x [Signature]
L. TRENE GARDNER
(printed name)

STATE OF TEXAS §
COUNTY OF WALLER §
This instrument was acknowledged before me by
the 19 day of September, 2007.

L. Trene Gardner, on

Notary Public, State of Texas

Lot(s) 10, 11, Block 11
Sky Lakes Addition, Section II

X [Signature]
Steve Gallway
(printed name)

STATE OF TEXAS §
COUNTY OF WALLER §
This instrument was acknowledged before me by
the 15 day of September, 2007.

[Signature], on
Nancy S. Killom
Notary Public, State of Texas

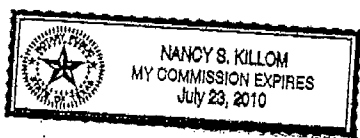


Lot(s) 31, 32, 33, Block _____
Sky Lakes Addition, Section II

X [Signature]
Helen J. Hogan
(printed name)

STATE OF TEXAS §
COUNTY OF WALLER §
This instrument was acknowledged before me by
the 15 day of September, 2007.

[Signature], on
Nancy S. Killom
Notary Public, State of Texas

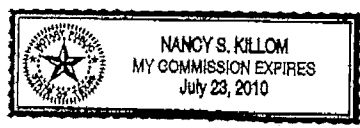


Lot(s) 178, Block _____
Sky Lakes Addition, Section II

X [Signature]
Chad Kersh
(printed name)

STATE OF TEXAS §
COUNTY OF WALLER §
This instrument was acknowledged before me by
the 15 day of September, 2007.

[Signature], on
Nancy S. Killom
Notary Public, State of Texas

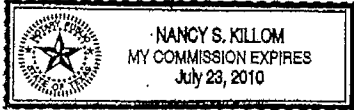


Lot(s) 141, 142, Block 8
Sky Lakes Addition, Section II

X Gary E Rollings
Gary E Rollings
(printed name)

STATE OF TEXAS §
COUNTY OF WALLER §

This instrument was acknowledged before me by _____, on
the 15 day of September, 2007.



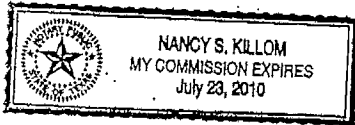
Nancy S. Killom
Notary Public, State of Texas

Lot(s) 153, 154, 155 Block 8
Sky Lakes Addition, Section II

X Eydie Branyan
Eydie Branyan
(printed name)

STATE OF TEXAS §
COUNTY OF WALLER §

This instrument was acknowledged before me by _____, on
the 15 day of September, 2007.



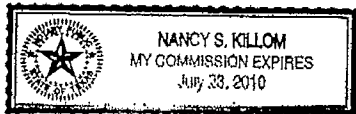
Nancy S. Killom
Notary Public, State of Texas

Lot(s) 36, Block 2
Sky Lakes Addition, Section II

X Janice M Knight
JANICE M. KNIGHT
(printed name)

STATE OF TEXAS §
COUNTY OF WALLER §

This instrument was acknowledged before me by _____, on
the 19 day of September, 2007.



Janice M Knight
Nancy S. Killom
Notary Public, State of Texas

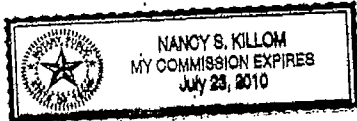
Lot(s) 130/121, Block 7
Sky Lakes Addition, Section II

X Larry W. Hancock
Larry W. Hancock
(printed name)

STATE OF TEXAS §
COUNTY OF WALLER §

This instrument was acknowledged before me by Larry Hancock, on
the 19th day of September, 2007.

Nancy S. Killom
Notary Public, State of Texas



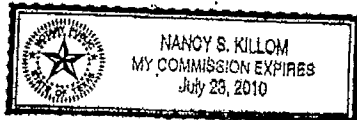
Lot(s) 132, 133, 134, 135 Block _____
Sky Lakes Addition, Section II

X Retha Carter
Retha E Carter
(printed name)

STATE OF TEXAS §
COUNTY OF WALLER §

This instrument was acknowledged before me by Retha E Carter, on
the 19th day of September, 2007.

Nancy S. Killom
Notary Public, State of Texas



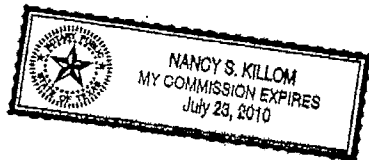
Lot(s) 136, 137, Block _____
Sky Lakes Addition, Section II

X Joyce Gallway
Joyce Gallway
(printed name)

STATE OF TEXAS §
COUNTY OF WALLER §

This instrument was acknowledged before me by Joyce Gallway, on
the 19th day of September, 2007.

Nancy S. Killom
Notary Public, State of Texas

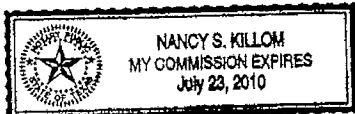


Lot(s) 4 + 5, Block _____
Sky Lakes Addition, Section II

X James Walker
JAMES WALKER
(printed name)

STATE OF TEXAS §
COUNTY OF WALLER §

This instrument was acknowledged before me by James Walker, on
the 15 day of September, 2007.



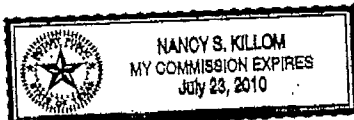
Nancy S. Killom
Notary Public, State of Texas

Lot(s) _____, Block _____
Sky Lakes Addition, Section II

X Sadie L. Walker
Sadie Lee Walker
(printed name)

STATE OF TEXAS §
COUNTY OF WALLER §

This instrument was acknowledged before me by _____, on
the 15 day of September, 2007.



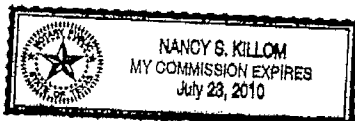
Nancy S. Killom
Notary Public, State of Texas

Lot(s) 25 & 26, Block II
Sky Lakes Addition, Section II

X James B. Fulton
JAMES B. FULTON
(printed name)

STATE OF TEXAS §
COUNTY OF WALLER §

This instrument was acknowledged before me by _____, on
the 15 day of September, 2007.



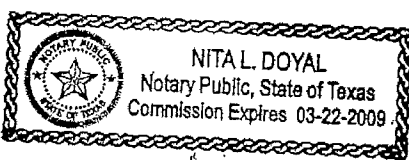
Nancy S. Killom
Notary Public, State of Texas

Lot(s) 54+55, Block 3
Sky Lakes Addition, Section II

X James B. Fulton
James B. Fulton
(printed name)

STATE OF TEXAS §
COUNTY OF WALLER §

This instrument was acknowledged before me by James B. Fulton, on
the 17th day of September, 2007.



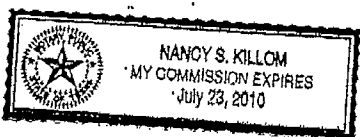
Nita L. Doyal
Notary Public, State of Texas

Lot(s) 40, 40A, Block 2
Sky Lakes Addition, Section II

X Gary Shelton
GARY Shelton
(printed name)

STATE OF TEXAS §
COUNTY OF WALLER §

This instrument was acknowledged before me by Gary Shelton, on
the 17th day of September, 2007.



Nancy S. Killom
Notary Public, State of Texas

Lot(s) 80, 88, Block 3
Sky Lakes Addition, Section II

X James Brand
JAMES BRAND
(printed name)

STATE OF TEXAS §
COUNTY OF WALLER §

This instrument was acknowledged before me by James Brand, on
the 22 day of September, 2007.



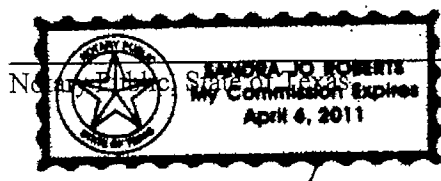
Nancy S. Killom
Notary Public, State of Texas

~~105, 106, 107, 108, 109~~ ^{awk}
Lot(s) 63, 64, 65, Block 3
Sky Lakes Addition, Section II

X Sandra L Kitterman
Sandra L Kitterman
(printed name)

STATE OF TEXAS §
COUNTY OF WALLER §
This instrument was acknowledged before me by
the 17 day of September, 2007.

Sandra L Kitterman, on

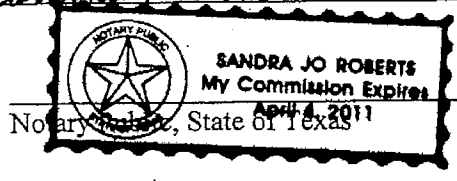


105, 106, 107, 108, 109
Lot(s) _____; Block 6
Sky Lakes Addition, Section II

X Sandra L Kitterman
Sandra L Kitterman
(printed name)

STATE OF TEXAS §
COUNTY OF WALLER §
This instrument was acknowledged before me by
the 17 day of September, 2007.

Sandra L Kitterman, on



Lot(s) 61, 62, Block 3
Sky Lakes Addition, Section II

X Michael Jones
Michael Jones
(printed name)

STATE OF TEXAS §
COUNTY OF WALLER §
This instrument was acknowledged before me by
the 17 day of September, 2007.

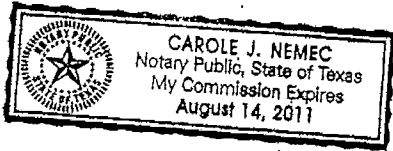
Michael Jones, on



Lot(s) 129, 130, 131, Block 7
Sky Lakes Addition, Section II

STATE OF TEXAS §
COUNTY OF WALLER §

This instrument was acknowledged before me by Sharon Wakefield, on the 3rd day of September, 2007.



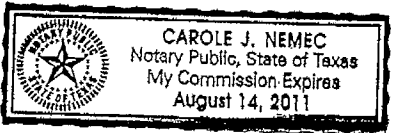
Shelton Wakefield
X Sharon Wakefield
SHELTON WAKEFIELD
(printed name)
SHARON WAKEFIELD

Carole J. Nemeč
Notary Public, State of Texas

Lot(s) 165, 166, 167, 168 Block 9
Sky Lakes Addition, Section II

STATE OF TEXAS §
COUNTY OF WALLER §

This instrument was acknowledged before me by Shelton Wakefield, on the 3rd day of September, 2007.



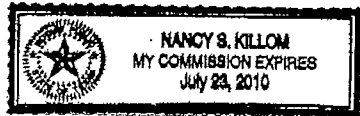
Shelton Wakefield
X Sharon Wakefield
SHELTON WAKEFIELD
(printed name)
SHARON WAKEFIELD

Carole J. Nemeč
Notary Public, State of Texas

Lot(s) 169, 170, 171, Block 9
Sky Lakes Addition, Section II

STATE OF TEXAS §
COUNTY OF WALLER §

This instrument was acknowledged before me by Henry Wooten, on the 23 day of September, 2007.



X Henry Wooten
Henry Wooten
(printed name)

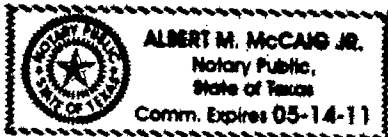
Henry Wooten, on
Nancy S. Killom
Notary Public, State of Texas

Lot(s) 122, 123, 124, Block 7
Sky Lakes Addition, Section II

X Jack Dennison
Jack Dennison
(printed name)

STATE OF TEXAS §
COUNTY OF WALLER §

This instrument was acknowledged before me by JACK DENNISON, on
the 17th day of September, 2007.



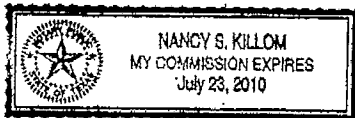
Ant McCaug Jr
Notary Public, State of Texas

Lot(s) 25, 26, 27, Block 3
Sky Lakes Addition, Section II

X Wall Waler
Dale Dolen
(printed name)

STATE OF TEXAS §
COUNTY OF WALLER §

This instrument was acknowledged before me by Dale Dolen, on
the 20 day of September, 2007.



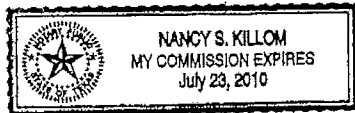
Dale Dolen
Nancy S. Killom
Notary Public, State of Texas

Lot(s) 38, 39, 37, Block R
Sky Lakes Addition, Section II

X Bob L. Smith
Bob L. Smith
(printed name)

STATE OF TEXAS §
COUNTY OF WALLER §

This instrument was acknowledged before me by Bob L. Smith, on
the 20th day of September, 2007.



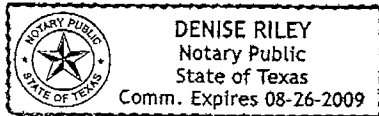
Bob L. Smith
Nancy S. Killom
Notary Public, State of Texas

Lot(s) 203+204, Block 10
Sky Lakes Addition, Section II

X Beverly J. Cooper
Beverly J. Cooper
(printed name)

STATE OF TEXAS §
COUNTY OF WALLER §

This instrument was acknowledged before me by Beverly J. Cooper, on
the 20 day of September, 2007.



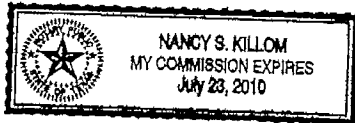
Denise Riley
Notary Public, State of Texas

Lot(s) 100, 101, Block 4
Sky Lakes Addition, Section II

X Kenneth Snell
Kenneth Snell
(printed name)

STATE OF TEXAS §
COUNTY OF WALLER §

This instrument was acknowledged before me by Kenneth Snell, on
the 29 day of September, 2007.



Nancy S. Killom
Notary Public, State of Texas

Lot(s) _____, Block _____
Sky Lakes Addition, Section II

X _____

(printed name)

STATE OF TEXAS §
COUNTY OF WALLER §

This instrument was acknowledged before me by _____, on
the _____ day of _____, 2007.

Notary Public, State of Texas

To the Property Owner of
Sky Lakes Club Addition, Section II

Vol. 1074 page 744

We are pleased to announce to the property owners of Sky Lakes Club Addition, Section II that the dispute between Successor Building Committee for Sky Lakes Addition Section II and Waller Country Club Estates, Inc. and others concerning the operation of the subdivision and the deed restrictions has been mutually and satisfactorily resolved.

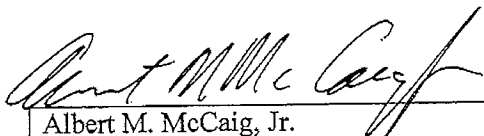
At issue in the dispute, among other things, was the composition of the building committee and the board of directors of the subdivision. Although both parties had differing views concerning these matters, through extensive dialogue and numerous drafts of revised deed restrictions, the parties have come to an agreement that accomplishes their mutual goal of attempting to craft a document that would serve to preserve the value and integrity of Sky Lakes Club Addition, Section II and provide for the harmonious management of the subdivision. All parties believe that the revised deed restrictions that are being submitted to you will serve that purpose.

It is important to note that the interim Building Committee has been successfully operating for about two years using the methods and general rules set out in these new Restrictions. From all accounts, this appears to be a satisfactory way to insure that all property owners have a voice in the governance of the subdivision and we are fortunate to have had an opportunity to "road test" these Restrictions prior to full implementation.

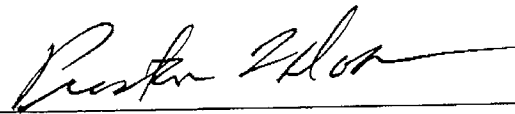
We urge each of you to carefully review the revised deed restrictions. This document is the product of many hours of work to achieve this result. The original restrictions were written and filed for record in 1973. The revised restrictions are intended to provide for the changed circumstances that the subdivision has experienced since its beginning.

Accordingly, we, as the attorneys for the parties, ask that each of you sign the revised deed restrictions within the next 30 days so that they may be then filed of record and become applicable to the subdivision.

Dated August 3, 2007.



Albert M. McCaig, Jr.
PO Box 760 Waller, Texas 77484
Attorney for Waller Country Club Estates, Inc.,
George Robinson, David E. Cullop, Royce
Heathcott, Billy D. Oldham, Ed Weisner, and
Michael Soper



Preston L. Dodson
Clifton Dodson Sortino, LLP
500 W. Main St.
Tomball, Texas 77375
Attorney for Successor Building Committee
for Sky Lakes Addition Section II

709376

FILED FOR RECORD

07 OCT 29 AM 10:40

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CLERK OF COURTS
COUNTY CLERK
WALLER COUNTY, TX

Kim Bremer DEPUTY

149.00
5.00
1.00

155.00
11.00 x-index

166.00 pd.
86.00 2% to be made

252.00 pd.

Sky Lakes II
P.O. Box 2018
Waller, TX 77484

THE STATE OF TEXAS
COUNTY OF WALLER

I hereby certify that this instrument was FILED on the date and at the time stamped hereon by me and was duly RECORDED in the Official Public Records of Waller County, Texas, in the Volume and Page as noted hereon by me.



Cheryl Peters
County Clerk, Waller County, Texas