

such facilities, poles, lines, wires or pipes shall remain the property of the entity placing such property in the area of the street or easement.

At the time each lot in the Subdivision is conveyed by the Developer to the Purchaser thereof, an easement or right-of-way for utility purposes and building set-back lines may be impressed upon a portion of such lot and dedicated in perpetuity, notwithstanding the termination of these Restrictions.

Developer, at Developer's sole discretion may dedicate all streets in the Subdivision to Montgomery County by filing a Dedication of Streets in the Subdivision of record in the appropriate County Records. No joinder of any owner of any lot in the Subdivision shall be necessary to make such dedication effective in accordance with its terms.

Motorcycle operation is specifically prohibited within the boundaries of the Subdivision except upon streets, and then only when operated in a quiet manner with appropriate muffler.

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

4. Enforcement. In the event of any violation or attempted violation of any of the provisions hereof, including any of the Reservations, Restrictions or Covenants herein contained, enforcement shall be authorized by any proceedings at law or in equity to enforce any of such provisions, including proceedings to restrain or prevent such violation or attempted violation by injunction, whether prohibitive in nature or mandatory in commanding compliance with such provisions; and it shall not be a prerequisite to the granting of any such injunction to show inadequacy of legal remedy or irreparable harm. Likewise, any person entitled to enforce the provisions hereof may recover such damages as such person or persons owning property in the Subdivision may have sustained by reason of the violation. The Developer or any person owning property in the Subdivision may prosecute any proceedings at law or in equity against the person or persons violating or attempting to violate any of such provisions.

5. Partial Invalidity. In the event that any portion of the provisions hereof shall become or be held invalid, whether by reason of abandonment, waiver, estoppel, judicial decision or otherwise, such partial invalidity shall not affect, alter or impair any other provision hereof which was not thereby held invalid; and such other provisions, including Restrictions, Reservations and Covenants shall remain in full force and effect, binding in accordance with their terms.

6. Effect of Violations on Mortgagees. No violation of the provisions herein contained, or any portion thereof, shall affect the lien of any Mortgage or Deed of Trust presently or hereafter placed of record or otherwise affect the rights of the Mortgagee under any such Mortgage, holder of any such lien or beneficiary of any such Deed of Trust; and any such Mortgage, lien or Deed of Trust may, nevertheless, be enforced in accordance with its terms, subject, nevertheless, to the provisions herein contained, including said Reservations, Restrictions and Covenants.

Article II.

Buildings, Uses, Etc.

1. Basic Rule. There shall not be built or placed or maintained upon any lot any improvements other than single family residential structures containing within the exterior walls 1,400 square feet of area or more (exclusive of porches, whether open or enclosed) and garages and other out-buildings appurtenant to a single family residential structure. No trailer houses or mobile homes shall be installed upon any lot in the Subdivision. This provision shall not be deemed or construed to exclude modular houses if placed upon permanent slab or permanent pier and beam foundations. The owner of any lot who proposes to install a modular home thereon shall not commence such installation until the Developer has approved of the modular home to be installed and the method of construction of its foundation.

The basic rules set forth in the foregoing paragraph shall be applicable to all lots or portions thereof located within 750 feet of the boundary of Lake Conroe (which boundary shall for these purposes be the 201 foot contour line). Such property shall be referred to in this paragraph as the water front and water view property. In addition to the basic rules set out above, there shall not be built, placed or maintained upon any of the water front or water view properties any improvements or structures nor shall any change be made in the design thereof or any addition made thereto after original construction until the construction plans and specifications therefor and a plat showing the location of such building or other improvements has been submitted to and approved by the Developer. Approval shall be granted or withheld based upon matters of compliance with the provisions of this instrument, quality of materials, and the location and height with respect to topograph and finished grade elevation and the protection of view of the lake of other owners (present or prospective) of other lots in the Subdivision.

2. Effect of Inaction. If any matter requires approval of the Developer or the exercise of discretion by

the Developer in accordance with the terms of these Restrictions, Reservations and Covenants and the Developer has not exercised such discretion or rendered any such decision in writing within twenty (20) days after request therefor containing all information necessary to the making of such decision or the exercise of such discretion is delivered to Developer, then it shall be deemed that Developer has approved the proposal or has exercised discretion in the manner requested.

3. Size of Building Site. No building shall be erected, altered or permitted to remain on any lot or multiple adjacent lots of less area, in total, than 22,500 square feet. A lot may be subdivided by the owner thereof provided that no parcel resulting from such Subdivision is less than 22,500 square feet in size.

4. Continuity of Construction. Once the owner of any lot or building site has commenced the construction of a house or other permanent structure upon any such lot or building site, the owner must diligently proceed to complete such structure in accordance with the plans therefor. The exterior of such house or permanent structure must be completed not later than six (6) months from the date that construction thereon commenced.

5. Building Lines. No building or other structures shall be located permanently or temporarily on any Lot nearer than 15 feet to any boundary of such Lot; and no structure or building shall be located between any lot boundary and a building line or set-back line imposed on such lot by the terms of the conveyance of such lot by the Developer. No camper, recreational vehicle or boat shall be parked on any Lot nearer than 15 feet to any boundary of such Lot. For purposes of this Covenant, eaves, steps and unroofed terraces shall not be considered as part of a building, provided, however, that this shall not be construed to permit any portion of any improvements on any Lot to encroach upon another Lot.

6. Permitted Uses. All lots in the Subdivision may be used only for single-family residential purposes. Lots in the Subdivision may be used for temporary camping purposes as provided hereafter. No noxious or offensive activity of any sort shall be permitted, nor shall anything be done on any lot which may be or become an annoyance or nuisance to the neighborhood. No lot in the Subdivision shall be used for any commercial, business or professional purpose nor for church purposes. The renting or leasing of any improvements upon any Lot for single family residential purposes shall not be deemed a commercial business or professional purpose.

7. Livestock. Except as specifically allowed hereby, no animals, livestock or poultry of any kind shall be raised, bred or kept on any lot, except that dogs, cats or other common household pets may be kept as household pets provided they are not kept, bred or maintained for commercial purposes and provided they do not constitute a nuisance, are not allowed to run loose and do not constitute a danger or potential or actual disruption of other lot owners, their families or guests.

8. Maintenance. All lots shall be kept at all times in a sanitary, healthful and attractive condition, and

the owner or occupant of all lots shall keep all weeds and grass thereon cut and shall in no event use any lot for storage of material or equipment except for normal residential requirements or incident to construction of improvements thereon as herein permitted, or permit the accumulation of garbage, trash or rubbish of any kind thereon, and shall not burn any garbage, trash or rubbish. All clothes lines, yard equipment or storage piles shall be kept screened by a service yard, drying yard or other similar facility as herein otherwise provided, so as to conceal them from view of neighboring lots, streets or other property.

9. Ability to Cure. In the event of default on the part of the owner or occupant of any lot in observing the above requirements or any of them, such default continuing after ten (10) days written notice thereof, the Developer may, without liability to the owner or occupant in trespass or otherwise, enter upon (or authorize one or more others to enter upon) said lot, and cause to be cut, such weeds and grass, and remove or cause to be removed such garbage, trash and rubbish or do any other thing necessary to secure compliance with these restrictions, so as to place said lot in a neat, attractive, healthful and sanitary condition, and may charge the owner or occupant of such lot for the reasonable cost of such work and associated materials. The owner or occupant, as the case may be, agrees by the purchase or occupation of the property to pay such statement immediately upon receipt thereof.

10. No Signs. No sign, advertisement, billboard or advertising structure of any kind may be erected or maintained on any lot without the approval of the Developer. The Developer shall have the right to remove and dispose of any sign, advertisement, billboard or advertising structure prohibited by this provision which is placed on any lot, and in so doing shall not be subject to any liability for trespass or other tort in connection therewith or arising from such removal nor in any way be liable for any accounting or other claim by reason of the disposition thereof.

11. No Hunting. No lot or other portion of the Subdivision shall be used or permitted for hunting or for the discharge of any pistol, rifle, shotgun or any other firearm.

12. Driveways. Driveways shall be constructed entirely of concrete or asphalt or iron ore or shell or another all-weather material.

13. Ditches. No obstruction of any kind shall be permitted in any drainage ditch within the Subdivision; without limiting the generality of the foregoing, no culvert shall be installed or permitted in any drainage ditch unless the size thereof is sufficient to allow drainage of property naturally draining through such ditch.

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

15. No Drilling. No oil drilling, oil development operations, oil refining or mining operations of any kind shall be permitted upon any lot, nor shall any oil wells, oil tanks, mineral excavations or shafts be permitted upon any lot. No derrick or other structure designed for use in boring for oil or natural gas, shall be erected, maintained or permitted on any building site. Water wells may be drilled and maintained.

16. Camping. Recreational vehicles, campers, tents or other temporary camping facilities may be moved upon Lots for temporary camping facilities. Such facilities must remain occupied at all times while located on any Lot and must be removed from the Lot immediately upon cessation of temporary occupancy.

17. Fences. At the time that the owner of any Lot which shares an exterior boundary with the exterior boundaries of the Subdivision (as described on Exhibit "A" hereto) commences construction of a residential structure thereon, the owner of such Lot shall build a fence along the exterior boundary of the Subdivision which fence shall be of the type and construction specified by the Developer for all fences upon the exterior boundaries of the Subdivision. Alternatively, the Developer may build a fence upon one or more of the exterior boundaries of the Subdivision. The owner of all lots which share exterior boundaries with the exterior boundary of the Subdivision shall maintain any fence built thereon, whether constructed by such lot owner, such owner's predecessor in title or by Developer.

Article III.

Development and Utility Standby Charges

1. Utility Standby Charges. Each lot (or residential building site) in the Subdivision shall be and is hereby made subject to a monthly utility standby charge of three dollars and fifty cents (\$3.50) per month payable to the Developer, which charge shall be payable from the first day of the month following the month in which a water line is extended to a property line of the subject lot and shall continue until the water line to service permanent improvements upon the lot is connected, whereupon such charge shall terminate, and the lot owner shall be obligated to pay for water service from such water system on the same basis as others receiving such service.

2. Development Charges. Each lot shall also be subject to Development Charges payable to the Developer as follows:

(a) When the Owner of any lot desires to make a connection to the water line system installed by the Developer, a Development Charge of \$350.00 shall be payable; and

(b) When and if the streets in the Subdivision are paved with asphalt or surfaced with concrete or other all-weather permanent surface, then there shall be payable to the Developer a Development Charge calculated by multiplying the number of lineal feet along the widest line (or lines) of the street (or streets in the case of a corner lot) road crossing each lot by \$2.50/foot.

The Development Charge and the Utility Standby Charge shall not, without the consent of the Developer, apply to lots owned by the Developer, so long as said lots remain for sale.

3. Lien for Charges. In order to secure the payment of the Development Charges and Utility Standby Charges hereby levied, a vendor's lien shall be and is hereby reserved (and may be, but is not required to be reserved in the Deed from the Developer to the purchaser of each lot or portion thereof), which lien shall be enforceable through appropriate judicial proceedings by the Developer. Said lien shall be deemed subordinate to the lien or liens of any bank, insurance company or savings and loan association ("Institutional Lender") which hereafter lends money for the construction (including improvement) and/or permanent financing of improvements on any such property and shall be subordinate to any vendor's lien or deed of trust lien reserved by Developer in the sale of lots in the Subdivision.

Article IV.

Common Areas

1. Boat Launch and Park. The portion of the Subdivision described on Exhibit "B" attached hereto and made a part hereof for all purposes is hereby designated for the period of these Restrictions as a boat ramp and a park for the use of the owners of Lots in the Subdivision, their bona fide guests and such other persons as may be admitted by written supplement to this instrument executed by the Developer. Such portion of the Subdivision shall be used only for the docking and launching of boats, the parking of vehicles and trailers while such boats are being used and as a park for recreational purposes pursuant to such rules as Developer may promulgate from time to time. Nothing herein shall be construed to be a dedication of such park and boat launch area to the public.

2. Well Site. A portion of the Subdivision may be designated by the Developer as the site of the water well which may serve a portion of the property in the Subdivision. Such tract when and if designated will be used solely for the drilling, maintenance and repair of a water well and water system to serve portions of the Subdivision. Neither this provision nor any other provision of these Restrictions shall be construed to obligate Developer to extend water lines or water services to any particular portion of the Subdivision. Developer hereby reserves for itself and its successors and assigns the right to operate any such water system as may be developed in the Subdivision, an easement to use all areas in the Subdivision reserved for streets or roadways or dedicated to the public for street or roadways for the installation, repair, maintenance and removal of water lines pipes and pumps as may be reasonable or necessary to operate a water system serving portions of the Subdivision. Developer may create a non-profit corporation which shall operate any well and water system within the Subdivision and may assign to such corporation all rights of Developer with respect to such water system. If Developer chooses to do so, then upon the execution of such assignment, Developer shall be relieved from all further obligations or responsibilities whatsoever with respect to the operation of a water system within the Subdivision. Any designation of

a well site, if made, shall remain in effect for the duration of these Restrictions, as they may be renewed.

Article V.

Delegation; Binding Covenants

1. Assignment of Duties. At any time, the Developer may assign to a non-profit corporation or to a committee composed of owners of property in the Subdivision all or any portion of the benefits, powers and discretionary matters reserved to Developer herein. At such time as 90% of the surface area of the Subdivision shall have been sold by the Developer the Developer shall arrange for the holding of an election by which the lot owners in the Subdivision shall elect a committee of three members (herein referred to as the "Owners' Committee") each of whom shall be an owner of property in the Subdivision, and the Developer shall delegate to such committee all of the powers, benefits and discretionary authority of the Developer set out in Article I and Article II hereof. Each lot owner shall be entitled to one vote for each whole lot owned by that owner and the election of such committee. After such first election shall have been held, the committee shall be obligated to arrange for elections for the removal and/or placement of committee members.

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

3. Removal from Restrictions. Notwithstanding the general language in this document, the Developer may elect to free on one occasion only, one part or parcel of the Subdivision owned by the Developer from the Reservations, Restrictions and Covenants contained herein or any portion of such Reservations, Restrictions and Covenants (leaving such part or parcel subject to the remaining restrictions, reservations and covenants) by filing a written Declaration specifying the part or parcel of the Subdivision as to which the Developer is acting and the portion of all of the Reservations, Restrictions or Covenants set forth herein which are no longer to be effective. Any such Declaration may be filed with respect to any part or parcel of the Subdivision only so long as the Developer is the owner of any such part or parcel of the Subdivision as to which a Declaration is so made. So long as the Developer remains the owner of such part or parcel of the Subdivision, the Developer may thereafter alter or amend such Declaration and impose new restrictions, covenants or reservations upon such part or parcel or resubmit such part or parcel to these Reservations, Restrictions and Covenants.

EXECUTED this 1st day of September, 1979.

COUNTRY RUN, INC.

By [Signature]
L. R. Stiverson, President

STATE OF TEXAS §
 §
COUNTY OF §

BEFORE ME, the undersigned authority, on this day personally appeared L. R. Stiverson, President of Country Run, Inc., a Corporation, known to me to be the person whose name is subscribed to the foregoing instrument, and acknowledged to me that he executed the same for the purposes and consideration therein expressed, in the capacity therein stated, and as the act and deed of said corporation.

GIVEN under my hand and seal of office this 1st day of September, 1979.



[Signature]
Notary Public
in and for Montgomery Co
County, T e x a s

Approved for [Signature] Course 133, Ltd.
By: [Signature]
General Partner
9-7-79

EXHIBIT "A"

All that certain tract or parcel of land being 132.8818 acres of land in the WILLIAM WEIR SURVEY, ABSTRACT 42, and the NEAL MARTIN SURVEY, ABSTRACT 26, Montgomery County, Texas, and being out of and a part of that 73.76 acre tract of land in the WILLIAM WEIR SURVEY, ABSTRACT 42, and those 78.98 acre and 20.34 acre tracts of land in the NEAL MARTIN SURVEY, ABSTRACT 26, described in Deed from E. P. Hoke, et al, to W. R. Malone, dated August 4th, 1933, and recorded in Volume 171, Page 471, Deed Records of Montgomery County, Texas; said tracts of land being further described in Deed dated April 29th, 1959, and recorded in Volume 465, Page 475, Deed Records of Montgomery County, Texas; said 132.8818 acres of land being described by metes and bounds as follows, to-wit:

BEGINNING at a 1/2 inch Iron Pipe at the Southwest Corner of that certain 78.34 acre tract described in Volume 171, Page 471, Deed Records of Montgomery County, Texas, and being in the North Line of that certain 20 acre tract described in Volume 223, Page 161, Deed Records of Montgomery County, Texas;

THENCE North 15 degrees 32 minutes 15 seconds East with the West Line of said 78.34 acre tract, and the East Line of that certain 25 acre tract described in Volume 223, Page 161, Deed Records of Montgomery County, Texas, a distance of 1107.79 feet to a 1 inch Iron Pipe at the Northeast Corner of said 25 acre tract and an inner corner of said 78.34 acre tract and being an inner corner of the herein described tract;

THENCE North 73 degrees 37 minutes 47 seconds West with the North Line of said 25 acre tract and upper South Line of said 78.34 acre tract a distance of 990.37 feet to a 1/2 inch Iron Pipe from which a 40 inch Pin Oak marked X bears North 37½ degrees East 6.2 varas, said Iron Pipe being the most Northern Southwest Corner of the said 78.34 acre tract and the Northwest Corner of said 25 acre tract and being in the East Line of that certain 80.13 acre tract described in Volume-606, Page 631, Deed Records of Montgomery County, Texas;

THENCE North 16 degrees 03 minutes 03 seconds East with the East Line of said 80.13 acre tract and the West Line of said 78.34 acre tract a distance of 928.58 feet to a point for corner from which a 12 inch Elm marked X bears South 15 degrees East 3 varas for the Northwest Corner of said 78.34 acre tract in the South Line of that certain 54.03 acre tract described in Volume 465, Page 475, Deed Records of Montgomery County, Texas;

THENCE North 74 degrees 18 minutes 43 seconds West with the South Line of said 54.03 acre tract a distance of 587.51 feet to a stake on the Shoreline of Lake Conroe at the elevation of 201 feet above sea level;

THENCE in a Northerly direction with said shoreline, the following courses:

North 29 degrees 04 minutes East 152.42 feet;
North 00 degrees 25 minutes East 127.70 feet;
North 26 degrees 31 minutes West 279.93 feet;
North 17 degrees 59 minutes West 178.28 feet;
North 05 degrees 01 minute East 240.45 feet;
North 19 degrees 56 minutes East 139.00 feet;
North 31 degrees 39 minutes East 104.95 feet;
North 69 degrees 14 minutes East 9.50 feet to a stake on the

North Line of said 54.03 acre tract and the South Line of the Tony S. Snow Estate for the Northwest Corner of the herein described tract;

THENCE South 74 degrees 43 minutes 46 seconds East with the South Line of the Snow tract and the North Line of said 54.03 acre tract a distance of 2241.13 feet to a corner post in the West Line of a 60 foot wide roadway;

THENCE South 14 degrees 56 minutes 42 seconds West with the West Line of said Roadway, a distance of 1171.55 feet to a corner post;

THENCE South 73 degrees 43 minutes 35 seconds East with the South Line of said Roadway a distance of 824.71 feet to a corner post;

THENCE South 15 degrees 35 minutes 22 seconds West with the West Line of a 60 foot wide roadway that parallels the West Line of the Gulf States Utilities Company tract a distance of 1670.56 feet to an angle point in said roadway;

THENCE in a Westerly direction with the Northerly Line of a graded public roadway of varying widths, the following courses:

South 25 degrees 28 minutes 20 seconds West 106.45 feet;
South 45 degrees 40 minutes 40 seconds West 86.72 feet;
South 67 degrees 04 minutes 20 seconds West 91.21 feet;
South 87 degrees 39 minutes 50 seconds West 139.86 feet;
North 73 degrees 56 minutes 00 seconds West 291.18 feet;
North 81 degrees 40 minutes 40 seconds West 127.40 feet;
South 67 degrees 21 minutes 50 seconds West at 61.20 feet
cross the South Line of said 78.34 acre tract and the North Line of that certain 20.34 acre tract described in Volume 171, Page 471, Deed Records of Montgomery County, Texas, continuing in all a distance of 372.23 feet;

South 72 degrees 20 minutes 20 seconds West 155.36 feet to a point for corner in the West Line of said 20.34 acre tract for the Southwest Corner of the herein described tract;

THENCE North 16 degrees 22 minutes 32 seconds East with the West Line of said 20.34 acre tract a distance of 281.79 feet to a point for the Northwest Corner of said 20.34 acre tract in the South Line of said 78.34 acre tract;

THENCE North 73 degrees 46 minutes 14 seconds West with the South Line of said 78.34 acre tract a distance of 123.87 feet to the place of BEGINNING and containing 132.8818 acres of land.

FIELD NOTES
Park Area

Being a 0.50 acre tract of land out of the William Weir Survey No. A-42, Montgomery County, Texas, said 0.50 acre tract also being out-of an 132.88 acre tract of land recorded in Volume 465 Page 475 and Volume 171 Page 471 of the Montgomery County Deed Records, and being described by the following Metes and Bounds:

BEGINNING for reference at an iron stake found at the northwest corner of said 132.88 acre tract, said point being at the 201' contour of Lake Conroe, Thence along the 201' contour of Lake Conroe the following six (6) courses numbered 1 through 6;

1. S 69° 14' W, a distance of 9.50 feet to a point;
2. S 31° 39' W, a distance of 104.95 feet to a point;
3. S 19° 56' W, a distance of 139.00 feet to a point;
4. S 5° 01' W, a distance of 240.45 feet to a point;
5. S 17° 59' E, a distance of 178.28 feet to a point;
6. S 26° 31' E, a distance of 219.93 feet to an iron stake set in the 201' contour of Lake Conroe and Place of Beginning of herein described Park Area;

THENCE N 68° 00' 00" E, a distance of 258.11 feet to an iron stake set in the west line of an 60 foot easement, continue along said bearing a further distance of 32.30 feet, in all a total distance of 290.41 feet to a point in the centerline of said 60 foot road easement for the northeast corner of herein described Park Area;

THENCE S 00° 13' 27" E, a distance of 110.00 feet along the centerline of said road easement to a point for the southeast corner of said Park Area;

THENCE S 77° 48' 30" W, a distance of 30.67 feet to an iron stake set in the west line of said 60 foot road easement, continue along said bearing a further distance of 217.85 feet, in all a total distance of 248.52 feet to an iron stake set in the 201' contour of Lake Conroe;

THENCE N 26° 31' E, a distance of 60.00 feet along the 201' contour of Lake Conroe to the Point of Beginning, containing 0.50 acres more or less.

The portion of the beforementioned 0.50 acre tract described below is dedicated to the public for utility lines to serve the property herein described and other property in the 132.88 acre tract from which this property is taken.

A fifteen foot wide public utilities easement is hereby dedicated along said road easement(s) being bounded by a line 30 feet from and parallel to the centerline of said road easement(s) and a line 45 feet from and parallel to the centerline of said road easement(s).

~~The portion of the beforementioned 0.50 acre tract described below is dedicated to the public for utility lines to serve the property herein described and other property in the 132.88 acre tract from which this property is taken.~~

~~A fifteen foot wide public utilities easement is hereby dedicated along said road easement(s) being bounded by a line 30 feet from and parallel to the centerline of said road easement(s) and a line 45 feet from and parallel to the centerline of said road easement(s).~~

Deleted by
J.R. Owen

FOR A 60 FOOT ROADWAY EASEMENT

ROAD "A"

Being a 60 foot roadway easement out of the William Wier Survey No. A-42, Montgomery County, Texas, said easement also being out of a 132.88 acre tract of land recorded in volume 465 Page 475 and Volume 171 Page 471 of the Montgomery County Deed Records, said 60 foot easement being described by the following Metes and Bounds:

BEGINNING for reference at an iron stake found at a fence corner post for the most northerly northeast corner of said 132.88 acre tract, and on the westerly line of a 30 foot roadway easement recorded in Volume 625 Page 86 of the Montgomery County Deed Records;

THENCE with the common line of the 132.88 acre tract and the 30 foot roadway easement, S 14 deg. 49' 42" W, a distance of 642.23 feet to a point for the centerline of and Place of Beginning of said 60 foot roadway easement;

THENCE with the centerline of said 60 foot easement the following nine (9) courses:

1. N 70 deg. 51' 23" W, a distance of 682.48 feet to an angle point;
2. N 83 deg. 23' 10" W, a distance of 136.34 feet to an angle point;
3. N 18 deg. 09' 10" E, a distance of 642.23 feet to an angle point;
4. N 75 deg. 10' 40" W, a distance of 911.34 feet to a point of curvature;
5. Along a curve to the left an arc distance of 56.18 feet to a point of tangency, said curve having a radius of 64.66 feet and a chord which bears S 79 deg. 56' W, a distance of 54.43 feet;
6. S 55 deg. 02' 28" W, a distance of 124.08 feet to a point for the centerline intersection of Road "A" and Road "B"; said point being an angle point in Road "A" and a point of curvature and Place of Beginning of Road "B".
7. N 30 deg. 00' 37" W, a distance of 153.59 feet to a point of Curvature;
8. Along a curve to the right an arc distance of 87.00 feet to a point of tangency, said curve having a radius of 137.93 feet and a chord which bears N 11 deg. 56' 27" W, a distance of 85.56 feet;
9. N 06 deg. 07' 43" E, a distance of 247.73 feet to a point for the centerline radius of a 50 foot radius cul-de-sac and terminus of said Road "A".

ROAD "B"

BEGINNING at the centerline intersection of Road "A" and Road "B", said point being a point of curvature of Road "B", and an angle point in Road "A";

THENCE the centerline of said Road "B" (60 foot roadway) the following five (5) courses:

1. Along a curve to the right an arc distance of 87.18 feet to a point of tangency, said curve having a radius of 167.70 feet and a chord which bears S 15 deg. 07' E, a distance of 86.20 feet;
2. S 00 deg. 13' 27" E, a distance of 347.06 feet to a point for an angle point;
3. S 16 deg. 04' E, a distance of 37.61 feet to a point of curvature;
4. Along a curve to the right an arc distance of 54.98 feet to a point of tangency, said curve having a radius of 55.33 feet and a chord which bears S 12 deg. 24' W, a distance of 52.75 feet;
5. S 40 deg. 52' W, a distance of 29.23 feet to a point for the centerline radius point of a 50 foot radius cul-de-sac and terminus of said Road "B".

The portion of the beforementioned acre tract described below is dedicated to the public for utility lines to serve the property herein described and other property in the 132.88 acre tract from which this property is taken.

A fifteen foot wide public utilities easement is hereby dedicated along said road easement(s) being bounded by a line 30 feet from and parallel to the centerline of said road easement(s) and a line 45 feet from and parallel to the centerline of said road easement(s).

1978 SEP 14 PM 2 06

Marie Rushing

THE STATE OF TEXAS
COUNTY OF MONTGOMERY

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



Roy Harris

County Clerk of Montgomery Co., Texas

13-
y.

REAL PROPERTY RECORDS

039-01-1166

8035386

AMENDMENT OF RESTRICTIONS

STATE OF TEXAS
COUNTY OF MONTGOMERY

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!
!

KNOW ALL MEN BY THESE PRESENTS:

THAT, COUNTRY RUN, INC. a Texas corporation, (hereinafter called "Developer") being the owner of that certain tract of land which Developer has named "Country Run" more particularly described in an exhibit to those certain "Reservations, Restrictions, Covenants" (the "Original Restrictions") recorded at Volume 1155, Page 337, of the Deed Records of Montgomery County, Texas, acting in accordance with Section 3 of Article V of such Original Restrictions does hereby act as follows:

1.

In accordance with the provisions of said Section 3 of Article V, the Developer does hereby forever remove from the tract described on Exhibit A hereto the restrictions contained in Sections 1 and 6 of Article II of the Original Restrictions, which removal of the said Sections 1 and 6 of Article II shall have the same effect as if such sections had not been contained within the said Original Restrictions at the time such restrictions were executed and recorded. In substitution for the said Sections 1 and 6 there is hereby imposed upon the said tract described on Exhibit A hereto the following provisions:

1. Basic Rule. No trailer house or mobile homes shall be installed upon the tract described on Exhibit A to this Amendment of Restrictions. This provision shall not be deemed or construed to exclude modular houses if placed upon permanent slab or permanent pier and beam foundations. The owner of any portion of the tract described on Exhibit A to this Amendment of Restrictions who proposes to install a modular home thereon shall not commence such installation until the Developer has approved of the modular home to be installed and the method of construction of its foundation.

GENIE ED COOK, CLERK
COUNTY CLERK
MONTGOMERY COUNTY, TEXAS
I have this day filed true and correct photographic copy of the foregoing instrument with the City and Recorder, at the County Clerk's Office, Montgomery County, Texas, and received on this day of _____, 19____, the sum of _____ Dollars, as stamped thereon, for recording.
I, G. HARRIS
COUNTY CLERK
MONTGOMERY COUNTY, TEXAS
Alleg... DEPUTY



039-01-1167

6. Permitted Uses. No noxious or offensive activity of any sort shall be permitted, nor shall anything be done on the property described on Exhibit A hereto which may be or become an annoyance or nuisance to the neighborhood. The property described on Exhibit A hereto may be used for any commercial, business or professional purposes or for church purposes.

2.

Except as specifically amended by this document, the Original Restrictions remain in full force and effect and binding upon on all other real property in Country Run as described in such Original Restrictions and such Original Restrictions, except as modified hereby, are applicable to and binding against the real property described on Exhibit A hereto.

3.

The owner or owners of the tract described on Exhibit A hereto, or any part thereof may permit its or their Licensees to use the Boat Launch and Park described on Exhibit B to the Original Restrictions for the purposes therein designated only. This document shall constitute the written supplement to the Original Restrictions required to permit such use according to the terms of Section 1, Article IV, of the Original Restrictions. Developer retains the right to promulgate rules concerning the use of such Boat Launch and Park and to enforce such rules as provided in the Original Restrictions.

EXECUTED this 17th day of August, 1980.
COUNTRY RUN INC.

By [Signature]
President

CERTIFIED COPY CERTIFICATE
STATE OF TEXAS
COUNTY OF MONTGOMERY

This above is a full, true and correct photographic copy of the original recorded upon in my lawful custody and possession, as the same is recorded in the Official Public Records of County Court At Law, 1st Civil Courts in my office and preserved on Microfilm, and having Microfilm Identification Number as stamped thereon, hereby certify.



ROY HARRIS
COUNTY CLERK
MONTGOMERY COUNTY, TEXAS

BY [Signature] DEPUTY

039-01-1168

THE STATE OF TEXAS
COUNTY OF MONTGOMERY

Harris

BEFORE ME, the undersigned authority, on this day personally appeared Leslie R. Stiverson, President of Country Run, Inc., a corporation, known to me to be the person and officer whose name is subscribed to the foregoing instrument, and acknowledged to me that he executed the same for the purposes and consideration therein expressed, in the capacity therein stated, as the act and deed of said corporation, and that he was authorized to do so.

7th day of August 1980.

Marsha Durrett
Notary Public in and for
Montgomery County, T E X A S

HARRIS
MARSHA DURRETT
Typed or printed name of Notary

My commission expires:
3/12/84



Return to:

✓ RETURN TO:
COMMERCE TITLE COMPANY
811 WESTHEIMER SUITE 103
HOUSTON, TEXAS 77006

CERTIFIED COPY CERTIFICATE
STATE OF TEXAS
COUNTY OF MONTGOMERY

The above is a full, true and correct photographic copy of the original record now in my legal custody and possession as the same is recorded in the Official Public Records of County Court at Law, City of Harrisburg, in my office and preserved on Microfilm, and having Microfilm identification number as stamped thereon, I hereby certify:



ROY HARRIS
COUNTY CLERK
MONTGOMERY COUNTY, TEXAS

Ellen S. Johnson DEPUTY

FIELD NOTES
LOT 58

Exhibit "A"

039-01-1169

Being a 2.00 acre tract of land out of the Neal Martin Survey No. A-26, Montgomery County, Texas, and being a portion of that 132.88 acre tract recorded in Volume 171, Page 471 of the Montgomery County Deed Records and being more particularly described by Metes and Bounds as follows:

BEGINNING at an iron pin set at a fence corner for the most southerly northeast corner of the 132.88 acre tract, said iron pin being in the South line at the southeast terminus of a 30 foot roadway easement conveyed to San Jacinto River Authority by deed recorded in Volume 625, Page 86 of the Montgomery County, Texas Deed Records, and in the West Right-of-Way line of a 60 foot roadway, said iron pin being the northeast corner of herein described Lot 58;

THENCE S 15° 21' 08" W, a distance of 217.55 feet with the common line as fenced of the 132.88 acre tract and the 60 foot roadway to an iron pin set for the southeast corner of herein described Lot 58;

THENCE N 74° 22' 46" W, a distance of 396.96 feet and entering the 132.88 acre tract to an iron pin set for the southwest corner of Lot 58;

THENCE N 15° 37' 21" E, a distance of 221.47 feet to an iron pin set in the South line of said SJRA 30 foot roadway easement and a North line of the 132.88 acre tract as fenced for the northwest corner of herein described Lot 58;

THENCE S 73° 48' 39" E, a distance of 395.95 feet with the common line as fenced of the 132.88 acre tract and the S.J.R.A. 30 foot roadway to the PLACE of BEGINNING, containing 2.00 acres, more or less.

A fifteen foot wide public utilities easement is hereby dedicated along the east line of Lot 58, along the 60 foot roadway, and along the north line of Lot 58 along the SJRA 30 foot road easement and is bounded by the east line and the north line of Lot 58, and a line 15 feet from and parallel to the east line and the north line of Lot 58.

A ten foot wide public utilities easement is hereby dedicated along the west line of Lot 58 being bounded by the west line of Lot 58 and a line 10 feet from and parallel to the west line of Lot 58.

I hereby certify that the above is true and correct to the best of my belief and knowledge, and is based on an actual survey on the ground.

12 June 80
DATE

R. E. Stansberry
R. E. STANSBERRY
REGISTERED PUBLIC SURVEYOR NO. 1879



Les Stiverson

Lot 58

AUSTIN

stansberry engineering

JOB #12-79-2

CERTIFIED COPY CERTIFICATE

OF TEXAS
COUNTY OF MONTGOMERY
I hereby certify that the above is a full, true and correct photographic copy of the original record and is being lawfully made and possession, as the same is recorded in the Office of Public Records of County Court of Montgomery County, Texas, and is preserved in accordance with the provisions of the Constitution of the State of Texas, and the laws of the State of Texas, and is stamped with the appropriate Montgomery Identification Number as stamped thereon.



ROY HARRIS
COUNTY CLERK
MONTGOMERY COUNTY, TEXAS

Ellen S. [Signature] DEPUTY

039-01-1170

FIELD NOTES
LOT 59

Exhibit "A"

Being a 2.01 acre tract of land out of the Neal Martin Survey No. A-26, Montgomery County, Texas, and being a portion of that 132.88 acre tract recorded in Volume 171, Page 471 of the Montgomery County Deed Records, and being more particularly described by Metes and Bounds as follows:

BEGINNING for reference at an iron pin found at a fence corner for the most southerly northeast corner of the 132.88 acre tract, said iron pin being in the South line at the southeast terminus of a 30 foot roadway easement conveyed to San Jacinto River Authority by deed recorded in Volume 625, Page 86 of the Montgomery County, Texas Deed Records, and said iron pin being in the West Right-of-Way line of a 60 foot roadway;

THENCE with the common line as fenced of the 132.88 acre tract and the 60 foot roadway S 15° 21' 08" W, a distance of 217.55 feet to an iron pin set for the northeast corner and PLACE of BEGINNING of herein described Lot 59;

THENCE S 15° 21' 08" W, a distance of 220.00 and continuing with the common line as fenced of the 132.88 acre tract and the 60 foot roadway to an iron pin set for the southeast corner of Lot 59;

THENCE N 74° 22' 47" W, a distance of 398.00 feet to an iron pin set for the southwest corner of herein described Lot 59;

THENCE N 15° 37' 21" E, a distance of 220.00 feet to an iron pin set for the northwest corner of Lot 59;

THENCE S 74° 22' 47" E, a distance of 396.96 feet to the PLACE of BEGINNING, containing 2.01 acres of land, more or less.

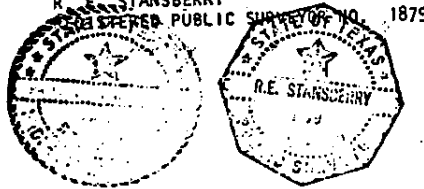
A fifteen foot wide public utilities easement is hereby dedicated along the east line of Lot 59, along the 60 foot roadway, and is bounded by the east line of Lot 59 and a line 15 feet from and parallel to the east line of Lot 59.

A ten foot wide public utilities easement is hereby dedicated along the west line of Lot 59 being bounded by the west line of Lot 59 and a line 10 feet from and parallel to the west line of Lot 59.

I hereby certify that the above is true and correct to the best of my belief and knowledge, and is based on an actual survey on the ground.

12 June 80
DATE

R. E. Stansberry
R. E. STANSBERRY



Les Stiverson
AUSTIN

stansberry engineering

Lot 59
JOB #2-79-2

LIPIED COPY CERTIFICATE

of the
COUNTY OF MONTGOMERY
This is a full, true and correct photographic copy of the
original filed in my office and possession as the
same is shown in the Deed Records of County Court
at Law, District No. 1, and preserved on Microfilm,
in my office and preserved on Microfilm,
with the identification number as stamped thereon.



ROY HARRIS
COUNTY CLERK
MONTGOMERY COUNTY, TEXAS

Edward J. Johnson DEPUTY

039-01-1171

FIELD NOTES
LOT 60

Exhibit "A"

Being a 2.01 acre tract of land out of the Neal Martin Survey No. A-26, Montgomery County, Texas, and being a portion of that 132.88 acre tract recorded in Volume 171, Page 471 of the Montgomery County Deed Records, and being more particularly described by Metes and Bounds as follows:

BEGINNING for reference at an iron pin found at a fence corner for the most southerly northeast corner of the 132.88 acre tract, said iron pin being in the South line at the southeast terminus of a 30 foot roadway easement conveyed to San Jacinto River Authority by deed recorded in Volume 625, Page 86 of the Montgomery County, Texas Deed Records, and said iron pin being in the West Right-of-Way line of a 60 foot roadway;

THENCE with the common line as fenced of the 132.88 acre tract the the 60 foot roadway S 15° 21' 08" W, a distance of 437.55 feet to an iron pin set for the northeast corner and PLACE OF BEGINNING of herein described Lot 60;

THENCE S 16° 08' 36" W, a distance of 220.00 and continuing with the common line as fenced of the 132.88 acre tract and the 60 foot roadway to an iron pin set for the southeast corner of Lot 60;

THENCE N 74° 22' 47" W, a distance of 396.00 feet to an iron pin set for the southwest corner of herein described Lot 60;

THENCE N 15° 37' 21" E, a distance of 220.00 feet to an iron pin set for the northwest corner of Lot 60;

THENCE S 74° 22' 47" E, a distance of 398.00 feet to the PLACE OF BEGINNING, containing 2.01 acres of land, more or less.

A fifteen foot wide public utilities easement is hereby dedicated along the east line of Lot 60, along the 60 foot roadway, and is bounded by the east line of Lot 60 and a line 15 feet from and parallel to the east line of Lot 60.

A ten foot wide public utilities easement is hereby dedicated along the west line of Lot 60 being bounded by the west line of Lot 60 and a line 10 feet from and parallel to the west line of Lot 60.

I hereby certify that the above is true and correct to the best of my belief and knowledge, and is based on an actual survey on the ground.

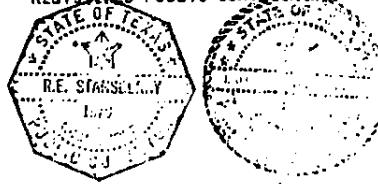
12 June 80
DATE

R. E. Stansberry
R. E. STANSBERRY
REGISTERED PUBLIC SURVEYOR NO. 1879

FILED FOR RECORD

1980 OCT -6 PM 4:08

Roy Harris
COUNTY CLERK
MONTGOMERY COUNTY, TEXAS



Les Stiverson

Lot 60

ALSM

stansberry engineering

JOB #2-79-2

CERTIFIED COPY CERTIFICATE
STATE OF TEXAS
COUNTY OF MONTGOMERY

This is a full, true and correct photographic copy of the original record now in my lawful custody and possession, as the same is recorded in the Official Public Records of County Court at Law, in my office and preserved on Microfilm, and bears a Microfilm Identification Number as stamped thereon, I hereby certify.



ROY HARRIS
COUNTY CLERK
MONTGOMERY COUNTY, TEXAS

Ellen S. Sullivan
DEPUTY

BYLAWS OF COUNTRY RUN PROPERTY OWNER'S ASSOCIATION

A NON-PROFIT CORPORATION
MONTGOMERY COUNTY, TEXAS

ARTICLE I
OFFICES

- 1.01 PRINCIPAL OFFICE ⇨ The principal office of the corporation in the State of Texas shall be located at 50 Country Run, Willis, Texas, Montgomery County, Texas. The corporation may have such other offices, either within or without the State of Texas, as the Board of Directors may determine or as the affairs of the corporation may require from time to time.
- 1.02 REGISTERED OFFICE AND REGISTERED AGENT ⇨ The corporation shall have and continuously maintain in the State of Texas a registered office, and a registered agent whose office may be, but need not be, identical with the principal office of the corporation in the State of Texas, and the address of the registered office may be changed from time to time by the Board of Directors.

ARTICLE II
MEMBERS

- 2.01 MEMBERSHIP ⇨ Each unique and distinct Lot shall convey to its owner of record, including contract buyers, whether persons or entities, a "Membership" in the Country Run Property Owners Association. The foregoing is not intended to include persons or entities who hold an interest merely as security for the performance of an obligation. Membership shall be appurtenant to and shall automatically follow the legal ownership of the Lot. Ownership of such property shall be the sole qualification for membership. The holder or holders of a membership will be hereafter referred to as a "Member".
- 2.02 VOTING RIGHTS OF MEMBERS ⇨ Each Member entitled to vote shall have one vote at any meeting of members, regardless of the number of Lots owned by the Member.

ARTICLE III
MEETINGS OF MEMBERS

- 3.01 ANNUAL MEETING ⇨ An annual meeting of the members, for the purpose of electing Directors and for the transacting of such other business as may come before the meeting, shall be held on the first Saturday in October in each year, beginning with the year 1986, at 2:00 p.m. in Country Run. If the election of Directors shall not be held on the day designated herein for any annual meeting, or at any adjournment thereof, the Board of Directors shall cause the election to be held at a special meeting of the members as soon thereafter as possible.

BYLAWS OF COUNTRY RUN PROPERTY OWNER'S ASSOCIATION

President, the Board of Directors, or not less than one-tenth of the Members having voting rights. Special meetings shall be held in Country Run.

- 3.03 NOTICE OF MEETINGS - Written or printed notice stating the day, place, and hour of any annual or special meetings of Members shall be delivered to each Member entitled to vote at such meeting. Delivery may be made personally, by mail, or by leaving a copy of the notice at the home of the Member. The notice shall be given not less than ten (10) nor more than fifty (50) days before the date of such meeting, by or at the direction of the President, or the Secretary, or the persons calling the meeting. In case of a special meeting or when required by statute or these bylaws, the purpose or purposes for which the meeting is called shall be stated in the notice. If mailed, the notice of a meeting shall be deemed to be delivered when deposited in the U.S. mail addressed to the member at his address as it appears on the records of the corporation, with postage thereon prepaid.
- 3.04 QUORUM - The Members holding 30% of the votes which may be cast at any meeting shall constitute a quorum at such meeting. If a quorum is not present at any meeting of Members, a majority of the Members present may adjourn the meeting from time to time without further notice.
- 3.05 PROXIES - At any meeting of Members, a Member entitled to vote may vote by proxy executed in writing by the Member or by his duly authorized attorney-in-fact. No proxy shall be valid after eleven (11) months from the date of its execution, unless otherwise provided in the proxy.

ARTICLE IV
BOARD OF DIRECTORS

- 4.01 GENERAL POWERS - The affairs of the corporation shall be managed by its Board of Directors. The board of Directors shall have power to levy assessments for expenses incurred with the consent of the Members.
- 4.02 NUMBER, TENURE, AND QUALIFICATIONS - The number of Directors shall be three. Each Director shall hold office until the next annual meeting of Members and until his successor shall have been elected and qualified.
- 4.03 REGULAR MEETINGS - A regular annual meeting of the Board of Directors shall be held without other notice than this bylaw, immediately after, and at the same place as, the annual meeting of Members. The Board of Directors may provide by resolution the time and place, either within or without the State of Texas, for the holding of additional meetings of the Board without other notice than such resolution.

BYLAWS OF COUNTRY RUN PROPERTY OWNER'S ASSOCIATION

- 4.04 SPECIAL MEETINGS - Special meetings of the Board of Directors may be called by or at the request of the President or any two Directors. The person or persons authorized to call special meetings of the Board may fix any place, either within or without the State of Texas, as the place for holding any special meetings of the Board called by them.
- 4.05 NOTICE - Notice of any special meeting of the Board of Directors shall be given at least two days previously thereto by written notice delivered personally or sent by mail or telegram to each Director at his address as shown by the records of the corporation. If mailed, such notice shall be deemed to be delivered when deposited in the United States mail so addressed with postage thereon prepaid. If notice be given by telegram, such notice shall be deemed to be delivered when the telegram is delivered to the telegraph company. Any Director may waive notice of any meeting. The attendance of a Director at any meeting shall constitute a waiver of notice of such meeting, except where a Director attends a meeting for the express purpose of objecting to the transaction of any business because the meeting is not lawfully called or convened. Neither the business to be transacted at, nor the purpose of, any regular or special meeting of the Board need be specified in the notice or waiver of notice of such meeting, unless specifically required by law or by these bylaws.
- 4.06 QUORUM - A majority of the Board of Directors shall constitute a quorum for the transaction of business at any meeting of the Board; but if less than a majority of the Directors is present at said meeting, a majority of the Directors present may adjourn the meeting from time to time without further notice.
- 4.07 MANNER OF ACTING - The act of a majority of the Directors present at a meeting at which a quorum is present shall be the act of the Board of Directors, unless the act of a greater number is required by law or by these bylaws.
- 4.08 VACANCIES - Any vacancy occurring in the Board of Directors and any directorship to be filled by reason of an increase in the number of Directors, shall be filled by the Board of Directors. A Director elected to fill a vacancy shall be elected for the unexpired term of his predecessor in office.
- 4.09 COMPENSATION - Directors as such shall not receive any stated salaries for their services.
- 4.10 INFORMAL ACTION BY DIRECTORS - Any action required by law to be taken at a meeting of Directors, may be taken without a meeting if a consent in writing setting forth the action so taken shall be signed by all of the Directors.

BYLAWS OF COUNTRY RUN PROPERTY OWNER'S ASSOCIATION

ARTICLE V
OFFICERS

- 5.01 OFFICERS → The officers of the corporation shall be a President, one or more Vice Presidents (the number thereof to be determined by the board of Directors), a Secretary, a Treasurer, and such other officers as may be elected in accordance with the provisions of this Article. The Board of Directors may elect or appoint such other officers, including one or more Assistant Secretaries and one or more Assistant Treasurers, as it shall deem desirable, such officers to have the authority and perform the duties prescribed, from time to time, by the Board of Directors. Any two or more offices may be held by the same person, except the offices of President and Secretary.
- 5.02 ELECTION AND TERM OF OFFICE → The officers of the corporation shall be elected annually by the Board of Directors. If the election of officers shall not be held at such meeting, such election shall be held as soon thereafter as conveniently may be. New offices may be created and filled at any meeting of the Board of Directors. Each officer shall hold office until his successor shall have been duly elected and shall have qualified.
- 5.03 REMOVAL → Any officer elected or appointed by the Board of Directors may be removed by the Board of Directors whenever in its judgment the best interests of the corporation would be served thereby, but such removal shall be without prejudice to the contract rights, if any, of the officer so removed.
- 5.04 VACANCIES → A vacancy in any office because of death, resignation, disqualification or otherwise, may be filled by the Board of Directors for the unexpired portion of the term.
- 5.05 PRESIDENT → The President shall be the principal executive officer of the corporation and shall in general supervise and control all of the business and affairs of the corporation. He shall preside at all meetings of the Members and the Board of Directors. He may sign, with the Secretary or any other proper officer of the corporation authorized by the Board of Directors, any deeds, mortgages, bonds, contracts, or other instruments which the Board of Directors have authorized to be executed, except in cases where the signing and execution thereof shall be expressly delegated by the Board of Directors or by these bylaws or by statute to some other officer or agent of the corporation; and in general he shall perform all duties incident to the office of President and such other duties as may be prescribed by the Board of Directors from time to time.
- 5.06 VICE PRESIDENT → In the absence of the President or in the event of his inability or refusal to act, the Vice President (or in the event there be more than one Vice President, the Vice Presidents in order of their election) shall perform the duties of the President, and when so acting shall have all the powers of and be subject to all the restrictions upon the President. Any Vice President shall perform such other duties as from time to time may be assigned to him by the President or the Board of Directors.

BYLAWS OF COUNTRY RUN PROPERTY OWNER'S ASSOCIATION

- 5.07 TREASURER - If required by the Board of Directors, the Treasurer shall give a bond for the faithful discharge of his duties in such sum and with such surety or surities as the Board of Directors shall determine. He shall have charge and custody of and be responsible for all funds and securities of the corporation; receive and give receipts for monies due and payable to the corporation from any source whatsoever, and deposit all such monies in the name of the corporation in such banks, trust companies, or other depositories as shall be selected in accordance with the provisions of Article VII of these bylaws; and in general perform all the duties incident to the office of Treasurer and such other duties as from time to time may be assigned to him by the President or by the Board of Directors.
- 5.08 SECRETARY - The Secretary shall keep the minutes of the meetings of the Members and of the Board of Directors in one or more books provided for that purpose; give all notices in accordance with the provisions of these bylaws or as required by law; be custodian of the corporate records and of the seal of the corporation, and affix the seal of the corporation to all documents, the execution of which on behalf of the corporation under its seal is duly authorized in accordance with the provisions of these bylaws; keep a register of the post-office address of each Member which shall be furnished to the Secretary by each Member; and, in general, perform all duties incident to the office of Secretary and such other duties as from time to time may be assigned to him by the President or by the Board of Directors.
- 5.09 ASSISTANT TREASURERS AND ASSISTANT SECRETARIES - If required by the Board of Directors, the Assistant Treasurers shall give bonds for the faithful discharge of their duties in such sums and with such sureties as the Board of Directors shall determine. The Assistant Treasurers and Assistant Secretaries in general shall perform such duties as shall be assigned to them by the Treasurer or the Secretary or by the President or by the Board of Directors.

ARTICLE VI
COMMITTEES

- 6.01 COMMITTEES - Committees not having and exercising the authority of the Board of Directors in the management of the corporation may be designated by a resolution adopted by a majority of the Directors present at a meeting at which a quorum is present. Except as otherwise provided in such resolution, members of each such committee shall be Members of the corporation, and the President of the corporation shall appoint the members thereof. Any members thereof may be removed by the person or persons authorized to appoint such member whenever in their judgment the best interests of the corporation shall be served by such removal.

BYLAWS OF COUNTRY RUN PROPERTY OWNER'S ASSOCIATION

- 6.02 TERM OF OFFICE ¶ Each member of a committee shall continue as such until the next annual meeting of the Members of the corporation and until his successor is appointed, unless the committee shall be sooner terminated, or unless such member be removed from such committee, or unless such member shall cease to qualify as a member thereof.
- 6.03 CHAIRMAN ¶ One member of each committee shall be appointed chairman by the person or persons authorized to appoint the members thereof.
- 6.04 VACANCIES ¶ Vacancies in the membership of any committee may be filled by appointments made in the same manner as provided in the case of the original appointments.
- 6.05 QUORUM ¶ Unless otherwise provided in the resolution of the Board of Directors designating a committee, a majority of the whole committee shall constitute a quorum and the act of a majority of the members present at a meeting at which a quorum is present shall be the act of the committee.
- 6.06 RULES ¶ Each committee may adopt rules for its own government not inconsistent with these bylaws or with rules adopted by the Board of Directors.

ARTICLE VII
BOOKS AND RECORDS

- 7.01 The books, records and minutes of meetings, and papers of the corporation shall be kept correctly and currently and shall be subject to inspection by any Member. The Articles of Incorporation and the Bylaws of the corporation shall be available for inspection by any Member at the principal office of the corporation, where copies may be purchased at a reasonable cost.

ARTICLE VIII
CONTRACTS, CHECKS, DEPOSITS, AND GIFTS

- 8.01 CONTRACTS ¶ The Board of Directors may authorize any officer or officers, agent or agents of the corporation, in addition to the officers so authorized by these bylaws, to enter into any contract or execute and deliver any instrument in the name of and on behalf of the corporation. Such authority may be general or confined to specific instances.
- 8.02 CHECKS AND DRAFTS ¶ All checks, drafts, or orders for the payment of money, notes, or other evidences of indebtedness issued in the name of the corporation shall be signed by such officer or officers, agent or agents of the corporation and in such manner as shall from time to time be determined by resolution of the Board of Directors. In the absence of such determination by the Board of Directors, such instruments shall be signed by the Treasurer or an Assistant Treasurer and countersigned by the President or a Vice President of the corporation.

BYLAWS OF COUNTRY RUN PROPERTY OWNER'S ASSOCIATION

- 8.03 DEPOSITS ¶ All funds of the corporation shall be deposited from time to time to the credit of the corporation in such banks, trust companies, or other depositories as the Board of Directors may select.
- 8.04 GIFTS ¶ The Board of Directors may accept on behalf of the corporation any contribution, gift, bequest, or devise for the general purposes or for any special purpose of the corporation.

ARTICLE IX
FISCAL YEAR

- 9.01 The fiscal year of the corporation shall begin on the first day of January and end on the last day of December in each year.

ARTICLE X
DUES AND ASSESSMENTS

- 10.01 ANNUAL DUES ¶ A quorum of the Members of the corporation acting at a general meeting may determine from time to time the amount of annual dues payable to the corporation by the members of the corporation.
- 10.02 PAYMENT OF DUES ¶ Dues shall be payable in advance on the first day of January in each fiscal year. Dues of a new Member shall be prorated from the first day of the month in which such new Member becomes a Member, for the remainder of the fiscal year of the corporation.
- 10.03 ASSESSMENTS ¶ Each Member shall be obligated to pay certain special assessments as levied by either a quorum of the Members of the corporation acting at a general meeting or as provided in Article IV, above.
- 10.04 DEFAULT ¶ Dues and assessments are due and payable on receipt of the invoices. When any Member shall be in default in the payment of dues or assessments for a period of three (3) months from the beginning of the fiscal year or from the date of the assessment, such defaulting Member and the members of his family and his guests shall be denied the benefits of any services or facilities provided by the corporation. The corporation may file a Mechanics Lien on the property of the Member and may pursue its interest in a court at law. In addition, the corporation may charge interest on the overdue monies at an annual interest rate of 12% simple, but not to exceed the rate to be construed as usurious in the State of Texas. In addition, such defaulting Member shall not be allowed to vote at meetings of the Members as long as he remains in default.

BYLAWS OF COUNTRY RUN PROPERTY OWNER'S ASSOCIATION

ARTICLE XI

SEAL

- 11.01 SEAL ¶ The Board of Directors shall provide a corporate seal, which shall be in the form of a circle and shall have inscribed thereon the name of the corporation and the words "CORPORATE SEAL of COUNTRY RUN PROPERTY OWNER'S ASSOCIATION".

ARTICLE XII

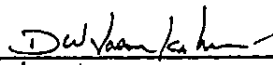
WAIVER OF NOTICE

- 12.01 WAIVER - Whenever any notice is required to be given under the provisions of the Texas Non-Profit Corporation Act or under the provisions of the articles of incorporation or the bylaws of the corporation, a waiver thereof in writing signed by the person or persons entitled to such notice, whether before or after the time stated therein, shall be deemed equivalent to the giving of such notice.

ARTICLE XIII

AMENDMENTS TO BYLAWS

- 13.01 AMENDMENTS ¶ These bylaws may be altered, amended, or repealed and new bylaws may be adopted by a quorum of the Members acting at any general meeting or at any special meeting, if at least two days' written notice is given of an intention to alter, amend, or repeal these bylaws or to adopt new bylaws at such meeting.



Director

BY-LAWS OF COUNTRY RUN PROPERTY OWNER'S ASSOCIATION
ADDENDUM

AMENDMENTS & ADDITIONS TO ORIGINAL BY-LAWS

These amendments and additions to the original By-laws were voted on and approved by the Members which constituted a quorum at the Annual POA Meeting dated October 6, 2001.

AMENDMENT

ARTICLE III
MEETINGS OF MEMBERS

- 3.04 QUORUM - The entire paragraph is deleted and replaced by the following:
Those members present at our annual meeting, or any special meetings which are called, plus proxies, will constitute a quorum at such meeting.

ARTICLE IV
BOARD OF DIRECTORS

- 4.02 NUMBER, TENURE, AND QUALIFICATIONS - The number of Directors shall be five. Each Director shall hold office for a two year term. On an even year term, two Directors will be elected, and on an odd year term, three Directors will be elected. Thus allowing a carryover of at least two Directors from the previous year.

ADDITIONS

ARTICLE IV
BOARD OF DIRECTORS

- 4.01 GENERAL POWERS - The affairs of the corporation shall be managed by its Board of Directors. The Board of Directors shall have power to levy assessments for expenses incurred with the consent of the Members. **By the majority vote of the Directors, the dollar amount that may be spent without calling an emergency meeting will be \$5,000.00 for anything that needs immediate attention, and up to \$5,000.00 for legal fees.**

ADDITIONS CONT'D.

**ARTICLE VII
BOOKS OF RECORDS**

7.02 INTERNAL AUDIT - The Directors shall perform an internal audit at the beginning of each calendar year.

Linda Fincher 10/24/01
President Date

Steve A. Lawrence 10/24/01
Director Date

Angie Bacon 10/24/01
Director Date

Zwen Lopez 10/24/01
Secretary Date

Jerry Heinrich 10/24/01
Director Date

Steve Cottarzi 10/24/01
Director Date

Pat Willmon 10/24/01
Director Date