

01425

ELKINS LAKE, SECTION ONE

RESERVATIONS, RESTRICTIONS AND COVENANTS

THE STATE OF TEXAS }  
                                  }  
COUNTY OF WALKER }

KNOW ALL MEN BY THESE PRESENTS:

That Statewide Lumber Company, First General Realty Corporation, and Clear Lake Savings Association, each a Texas corporation, Joint Venturers in the Joint Venture known as "Lakewood Hills", each such corporation having its principal place of business in Houston, Harris County, Texas (hereinafter collectively called the "Developer," being the owner of that certain tract of land described on Exhibit "A", which is annexed hereto, incorporated by reference herein and made a part hereof for all purposes, a portion of which has heretofore been platted into that certain subdivision known as "Elkins Lake, Section One", according to the plat of said subdivision recorded in the Office of the County Clerk of Walker County, Texas, on June 6, 1969, after having been approved as provided by law, and being recorded in Volume 174, Page 569 of the Map Records of Walker County, Texas, and desiring to create and carry out a uniform plan and scheme for the improvement, development and sale of property in said Elkins Lake, Section One (herein referred to as "the Subdivision"), does hereby adopt, establish, promulgate and impress the following Reservations, Restrictions and Covenants, which shall be and are hereby made applicable to the Subdivision:

I.

General Provisions

Applicability

1. Each Contract, Deed or Deed of Trust which may be hereafter executed with respect to any property in the Subdivision shall be deemed and held to have been executed, delivered and accepted subject to all of the provisions of this instrument, including, without limitation, the Reservations, Restrictions and Covenants herein set forth, regardless of whether or not any of such provisions are set forth in said Contract, Deed or Deed of Trust, and whether or not referred to in any such instrument.

Dedication

2. The streets and roads shown on said recorded plat are dedicated to the use of the public. The utility easements shown thereon are dedicated subject to the reservations hereinafter set forth.

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Reservations

3. a. The utility easements shown on the recorded plat are dedicated with the reservation that such utility easements are for the use and benefit of any public utility operating in Walker County, Texas, as well as for the benefit of the Developer and the property owners in the Subdivision to allow for the construction, repair, maintenance and operation of a system or systems of electric light and power, telephone lines, gas, water, sanitary sewers, storm sewers and any other utility or service which the Developer may find necessary or proper.

b. The title conveyed to any property in the Subdivision shall not be held or construed to include the title to the water, gas, electricity, telephone, storm sewer or sanitary sewer lines, poles, pipes, conduits or other appurtenances or facilities constructed by the Developer or public utility companies upon, under, along, across or through such public utility easements; and the right (but no obligation) to construct, maintain, repair and operate such systems, utilities, appurtenances and facilities is reserved to the Developer, its successors and assigns.

c. The right to sell or lease such lines, utilities, appurtenances or other facilities to any municipality, governmental agency, public service corporation or other party is hereby expressly reserved to the Developer.

d. The Developer reserves the right to make minor changes in and minor additions to such utility easements for the purpose of more efficiently serving the Subdivision or any property therein.

e. Neither the Developer, nor its successors or assigns, using said utility easements shall be liable for any damage done by any of such parties or any of their agents or employees to shrubbery, trees, flowers or other property of the land owner situated on the land covered by said utility easements.

f. The Developer reserves the right to construct one or more esplanades in the areas where esplanades are shown on the recorded plat. The Developer further reserves the right to improve, landscape, alter, modify and eliminate any one or more of such esplanades (or reinstall one or more of such esplanades) at any time, and from time to time, hereafter.

g. The Developer reserves the right at any time, and from time to time, hereafter to promulgate and

impose restrictions (as well as vary and amend any such restrictions) as to all or any portion of the unrestricted areas of the Subdivision identified on the aforesaid plat. Any such action by the Developer shall not, in order to be fully binding, require the joinder of any other person, whether such person be an owner of property in the Subdivision, a lienholder, a mortgagee, a Deed of Trust beneficiary or any other person.

#### Duration

4. The provisions hereof, including the Reservations, 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.

#### Enforcement

5. 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 against any person or persons violating or attempting to violate 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 has sustained by reason of the violation of such provisions. It shall be lawful for the Developer or for any person or persons owning property in the Subdivision (or in any other Section of Elkins Lake) to prosecute any proceedings at law or in equity against the person or persons violating or attempting to violate any of such provisions.

#### Partial Invalidity

6. In the event that any portion of the provisions hereof shall become or be held invalid, whether by reason of

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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.

Effect of  
Violations  
on Mortgagees

7. 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.

II

Architectural Control

Basic Rule

1. No building or other improvements of any character shall be erected or placed, or the erection or placing thereof commenced, or changes made in the design thereof or any addition made thereto or exterior alteration made therein after original construction, on any property in the Subdivision until the obtaining of the necessary approval (as hereinafter provided) of the construction plans and specifications and a plat showing the location of such building or other improvements. Approval shall be granted or withheld based on matters of compliance with the provisions of this instrument, quality of materials, harmony of external design with existing and proposed structures and location with respect to topography and finished grade elevation.

Architectural  
Control Authority

2. a. The authority to grant or withhold architectural control approval as referred to above is vested in the Developer; except, however, that such authority of the Developer shall cease and terminate upon the election of the Elkins Lake Architectural Control Committee, in which event such authority shall be vested in and exercised by the Elkins Lake Architectural Control Committee (as provided in b. below), hereinafter referred to, except as to plans and specifications and plats theretofore submitted to the Developer which shall continue to exercise such authority over all such plans, specifications and plats.

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b. At such time as all of the lots in the Subdivision and in all other Sections of Elkins Lake (as platted, from time to time, hereafter) shall have been sold by the Developer, then the Developer shall cause a Statement of such circumstances to be placed of record in the Deed Records of Walker County, Texas. Thereupon, the lot owners in Elkins Lake may by vote, as hereinafter provided, elect a committee of three (3) members to be known as the Elkins Lake Architectural Control Committee (herein referred to as the "Committee"). Each member of the Committee must be an owner of property in some Section of Elkins Lake. Each lot owner shall be entitled to one (1) vote for each whole lot or building site owned by that owner. In the case of any building site composed of more than one (1) whole lot, such building site owner shall be entitled to one (1) vote for each whole lot contained within such building site.

The Developer shall be obligated to arrange for the holding of such election within sixty (60) days following the filing of the aforesaid Statement by the Developer in the Deed Records of Walker County, Texas, and give notice of the time and place of such election (which shall be in Walker County, Texas) not less than five (5) days prior to the holding thereof. Nothing herein shall be interpreted to require that the Developer actually file any such Statement so long as it has not subdivided and sold the entirety of the property described on attached Exhibit "A", nor to affect the time at which the Developer might take such action if, in fact, the Developer does take such action.

Votes of owners shall be evidenced by written ballot furnished by the Developer (or the Committee, after the initial election) and the Developer (or the Committee, after the initial election) shall maintain said ballots as a permanent record of such election for a period of not less than four (4) years after such election. Any owner may appoint a proxy to cast his ballot in such election, provided that his written appointment of such proxy is attached to the ballot as a part thereof.

The results of each such election shall promptly be determined on the basis of the majority of those owners then voting in such election.

The results of any such election and of any removal or replacement of any member of the Committee may be evidenced by the recording of an appropriate instrument properly signed and acknowledged in behalf of the Developer or by a majority of the then property owners voting in such election.

After the first such election shall have been held, thereafter the Committee shall be obligated to arrange

for elections (in the manner and after notice as set forth above) for the removal and/or replacement of Committee members when so requested in writing by thirty (30) or more lot owners in the Subdivision. Members of the Committee may, at any time, be relieved of their position and substitute members therefor designated by vote as set forth above.

Upon the death, resignation, refusal or inability of any member of the Committee to serve, the remaining members of the Committee shall fill the vacancy by appointment, pending an election as hereinabove provided for.

If the Committee should fail or refuse to take any action herein provided to be taken by the Committee with respect to setting elections, conducting elections, counting votes, determining results and evidencing such results, or naming successor Committee members, and such failure or refusal continues for a period which is unreasonably long (in the exclusive judgment of the Developer, then the Developer may validly perform such function).

c. The members of the Committee shall be entitled to such compensation for services rendered and reimbursement for reasonable expenses incurred as may, from time to time, be authorized or approved by the Developer. All such sums payable as compensation and/or reimbursement shall be payable only out of the "Maintenance Fund", hereinafter referred to.

Effect of Inaction

3. Approval or disapproval as to architectural control matters as set forth in the preceding provisions shall be in writing. In the event that the authority exercising the prerogative of approval or disapproval (whether the Developer or the Committee) fails to approve or disapprove in writing any plans and specifications and plat submitted to it in compliance with the preceding provisions within thirty (30) days following such submission, such plans and specifications and plat shall be deemed approved and the construction of any such building and other improvements may be commenced and proceeded with in compliance with all such plans and specifications and plat and all of the other terms and provisions hereof.

Effect of Approval

4. The granting of the aforesaid approval shall constitute only an expression of opinion, whether by the Developer or the Committee, that the terms and provisions hereof shall be complied with if the building and/or other improvements are erected in accordance with said plans and specifications and plat; and such

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approval shall not constitute any nature of waiver or estoppel either as to the persons expressing such approval or any other person in the event that such building and/or improvements are not constructed in accordance with such plans and specifications and plat or in the event that such building and/or improvements are constructed in accordance with such plans and specifications and plat, but, nevertheless, fail to comply with the provisions hereof. Further, no person exercising any prerogative of approval or disapproval shall incur any liability by reason of the good faith exercise thereof. Exercise of any such prerogative by one (1) or more members of the Committee in their capacity as such shall not constitute action by the Developer after the election of such Committee members, notwithstanding that any such Committee member may be a Director of the Developer.

### III

#### Designation of Types of Lots

1. All lots in the Subdivision having a common boundary with the lake known as "Elkins Lake" as shown on the recorded plat are hereby designated as "Lakefront lots"; except in this paragraph, the term "Elkins Lake" whenever used herein, means and refers to the Subdivision described above.
2. All lots in the Subdivision having a common boundary with any portion of the golf course as shown on the recorded plat are hereby designated as "Golf Course lots".
3. All lots in the Subdivision within the Cottage Area as shown on the recorded plat are hereby designated as "Cottage Cluster lots".
4. All lots in the Subdivision not having any of the characteristics referred to in 1., 2., and 3. above are hereby designated as "Town and Country lots".
5. The "General Restrictions" set forth in IV below shall be applicable to all types of lots in the Subdivision hereinabove enumerated and designated. The "Special Restrictions" set forth in V below shall, in addition to the General Restrictions, apply to the particular type of lots in the Subdivision so indicated.

### IV

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#### General Restrictions

1. No building shall be erected, altered or permitted to remain on any lot other than one (1) detached

single-family residential dwelling not to exceed two (2) stories in height and a private garage (or other covered car parking facility) for not more than three (3) automobiles and other than bona fide servants' quarters; provided however, that the servants' quarters structure shall not exceed the main dwelling in area, height or number of stories. For purposes of this instrument, the word "lot" shall not be deemed to include any portion of the following areas shown on the recorded plat: the golf course; any esplanade; any unrestricted area shown on the plat; and those portions of the Cottage Area shown on the recorded plat which are not hereafter designated by the Developer as home sites, such portions of the Cottage Area which are not so designated as home sites, being referred to as "Cottage Cluster Common Area".

2. The living area of the main residential structure (exclusive of porches, whether open or screened, garage or other car parking facility, terraces, driveways and servants' quarters) shall be not less than the following respective amounts for each of the designated particular types of lots:

Lakefront lots: 1,800 sq. ft. for a one-story dwelling; 2,200 sq. ft. for a two-story dwelling, with 1,200 sq. ft. thereof on the first floor;

Golf Course lots: 1,500 sq. ft. for a one-story dwelling; 2,000 sq. ft. for a two-story dwelling, with 1,000 sq. ft. thereof on the first floor;

Town and Country lots: 1,200 sq. ft. for a one-story dwelling; 1,800 sq. ft. for a two-story dwelling, with 1,000 sq. ft. thereof on the first floor.

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

3. No building shall be located on any lot nearer to the front street line or nearer to the street side line than the minimum building set-back lines shown on the aforesaid plat (designated thereon as "B.L."). Subject to the provisions of Paragraph 4, no building shall be located nearer than five (5) feet to an interior side lot line, except that a garage or other permitted accessory building located forty (40) feet or more from the front lot line may be a minimum distance of three (3) feet from an interior side lot line. For the purpose 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 the construction on a lot to encroach upon another lot.



4. Any owner of one or more adjoining lots (or portions thereof) may consolidate such lots or portions into one building site, with the privilege of placing or constructing improvements on such resulting site, in which case side set-back lines shall be measured from the resulting side property lines rather than from the lot lines as indicated on the recorded plat. Any such composite building site must have a frontage at the building set-back line of not less than the minimum frontage of lots in the same block. Any such composite building site (or building site resulting from the remainder of one or more lots having been consolidated into a composite building site) must be of not less than nine thousand (9,000), square feet in area (and this shall supersede any contrary provision in the Subdivision plat). Any modification of a building site (changing such building site from either a single lot building site or from a multiple whole lot building site), whether as to size or configuration, may be made only with the prior written approval of the Developer until the Committee is selected and thereafter, only with the prior written approval of the Committee. Upon any such required approval having been obtained, such composite building site shall thereupon be regarded as a "lot" for all purposes hereunder, except, however, that for purposes of voting for the Committee (as provided under Paragraph 2.b. above), an owner shall be entitled to one (1) vote for each whole lot within such owner's building site.

5. All lots in the Subdivision shall be used only for single-family residential purposes. No noxious or offensive activity of any sort shall be permitted, nor shall anything be done on any lot which may be or become an annoyance or nuisance to the neighborhood. No lot in the Subdivision shall be used for any commercial, business or professional purpose nor for church purposes. The renting or leasing of any improvements thereon or portion thereof, without the prior written consent of Developer, is prohibited. No house trailer, camper trailer, camper vehicle or motor vehicle (or portion thereof) shall be lived in on any lot.

6. No structure of a temporary character, trailer, basement, tent, shack, garage, barn or other outbuilding shall be used on any lot at any time as a residence, except, however, that a garage may contain living quarters for bona fide servants and except also that a field office, as hereinafter provided, may be established.

Until the Developer has sold all other lots in Elkins Lake (and during the progress of construction of residences in the Subdivision), a temporary field office for sales and related purposes may be located and maintained by the Developer (and/or its sales agents). The location of such field office may be changed, from time to time, as lots are sold. The Developer's right to maintain such field office (or permit such field office to be maintained) shall cease when all lots in Elkins Lake, except the lot upon which such field office is located, have been sold.

7. 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 and do not, in the sole judgment of the Developer constitute a danger or potential or actual disruption of other lot owners, their families or guests.

8. Where a wall, fence, planter or hedge is not specifically prohibited under the Special Restrictions set forth in V below, the following (as to any permitted wall, fence, planter or hedge) shall apply: No wall, fence, planter or hedge in excess of two (2) feet high shall be erected or maintained nearer to the front lot line than the front building set-back line, nor on corner lots nearer to the side lot line than the building set-back line parallel to the side street. No rear fence, wall or hedge and no side fence, wall or hedge located between the side building line and the interior lot line (or located on the interior lot line) shall be more than six (6) feet high.

No object or thing which obstructs sight lines at elevations between two (2) and six (6) feet above the roadways within the triangular area formed by intersecting street property lines and a line connecting them at points twenty-five (25) feet from the intersection of the street lines (or extensions thereof) shall be placed, planted or permitted to remain on corner lots.

9. The drying of clothes in public view is prohibited, and the owners or occupants of any lots at the intersection of streets or adjacent to parks, playgrounds or other facilities where the rear yard or portion of the

lot is visible to the public, shall construct and maintain a drying yard or other suitable enclosure to screen drying clothes from public view.

10. All lots shall be kept at all times in a sanitary, healthful and attractive condition, and the owner or occupant of all lots shall keep all weeds and grass thereon cut and shall in no event use any lot for storage of material or equipment except for normal residential requirements or incident to construction of improvements thereon as herein permitted, or permit the accumulation of garbage, trash or rubbish of any kind thereon, and shall not burn any garbage, trash or rubbish. All clothes lines, yard equipment or storage piles shall be kept screened by a service yard, drying yard or other similar facility as herein otherwise provided, so as to conceal them from view of neighboring lots, streets or other property. Boats, trailers and other parked vehicles are to be stored in a location no closer to the street than the front building set-back line, or in the case of a corner lot the side building line facing the street.

In the event of default on the part of the owner or occupant of any lot in observing the above requirements or any of them, such default continuing after ten (10) days written notice thereof, the Developer (until the Committee is selected, and thereafter, the Committee) 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; however, the payment of such charge is not secured by any nature of lien on the property.

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

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The Developer until the Committee is selected, and thereafter, the Committee, shall have the right to remove and dispose of any such prohibited sign, advertisement, billboard or advertising structure which is placed on any lot, and in so doing shall not be subject to any liability for trespass or other tort in connection therewith or arising from such removal nor in any way be liable for any accounting or other claim by reason of the disposition thereof.

12. The digging of dirt or the removal of any dirt from any lot is expressly prohibited except as necessary in conjunction with the landscaping of or construction on such lot. No trees shall be cut or removed except to provide room for construction of improvements or to remove dead or unsightly trees.

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

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

15. Driveways shall be entirely of concrete (except however, some other material may be used with the prior permission of the Developer) and shall be constructed with a minimum width of nine (9) feet with expansion joints not more than twenty (20) feet apart, with one joint at the back of the street curb. The width of each driveway shall flare to a minimum of sixteen (16) feet and the curb shall be broken in such manner that the driveway may be at least four (4) inches thick at its end toward the street paving, and this extreme shall be poured against a horizontal form board to reduce the unsightly appearance of a raveling driveway.

16. Walks from the street curb to the residence shall have a minimum width of four (4) feet and shall be constructed entirely of concrete (except however, that some other material may be used with the prior consent of the Developer).

17. 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 and the Developer.

18. No oil drilling, oil development operations, oil refining, or mining operations of any kind shall be permitted upon any lot, nor shall any wells, tanks, tunnels, mineral excavations or shafts be permitted upon any lot. No derrick or other structure designed for use in boring for oil, or natural gas, shall be erected, maintained or permitted on any building site. At no time shall the drilling, usage or operation of any water well be permitted on any lot.

V.

Special Restrictions

1. In addition to the General Restrictions set forth in IV above, the following restrictions shall apply to Lakefront lots:

a. No pier or other structure (other than a bulkhead, as hereinafter referred to) shall be permitted which projects beyond the lot line or into the water (whether within or outside of the lot line).

b. A bulkhead may be constructed at the water's edge with or without a dock, which dock, if constructed, may extend not more than four (4') feet beyond the bulkhead, provided that the plans and specifications for such bulkhead (and dock, if any) have been approved by the Developer (or Architectural Control Committee, if selected) and such bulkhead (and dock, if any) is thereafter constructed in strict compliance with such plans and specifications.

c. A boat slip or place of mooring which is constructed at an indentation into such lot shall be permitted.

d. Any garage must be attached to the main residence and must be not nearer to the lake shore than the rear setback line shown on the aforesaid plat. This requirement for an attached garage supersedes any contrary requirement in IV above.

e. No wall, fence, planter, hedge or other improvement extending over four feet (4') above grade level shall be constructed or permitted closer to the lake shore than the rear setback line shown on the aforesaid plat.

2. In addition to the General Restrictions set forth in IV above, the following restrictions shall apply to Golf Course lots:

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BY *[Signature]* DEPUTY

a. Only underground electric service shall be available for said lots and no above surface electric service wires will be installed outside of any structure. Underground electric service lines shall extend through and under said lots in order to serve any structure thereon, and the area above said underground lines and extending 2½ feet to each side of said underground line shall be subject to excavation, refilling and ingress and egress for the installation, inspection, repair, replacing and removing of said underground facilities by such utility company; and owners of said lots shall ascertain the location of said lines and keep the area over the route of said lines free of excavation and clear of structures, trees or other obstructions.

b. No wall, fence, planter, hedge (or other improvement or object serving a like or similar purpose) shall be constructed or permitted without the prior written consent of the Developer. In no event shall the Developer approve any of the aforesaid along any lot line.

c. Any garage must be attached to the main residence and must be not nearer to the common boundary separating such lot from the golf course than the rear setback line shown on the aforesaid plat. This requirement for an attached garage supersedes any contrary requirements in IV above.

VI

Maintenance Fund

1. Each lot (or residential building site) in the Subdivision shall be and is hereby made subject to an annual maintenance charge, except as otherwise hereinafter provided.

2. The maintenance charge referred to shall be used to create a fund to be known as the "Maintenance Fund"; and each such maintenance charge shall (except as otherwise hereinafter provided) be paid by the owner of each lot (or residential building site) annually, in advance, on or before January 1st of each year, beginning 1970.

3. The exact amount of each maintenance charge will be determined by the Developer during the month preceding the due date of said maintenance charge. All other matters relating to the assessment, collection, expenditure and administration of the Maintenance Fund shall be determined by the Developer.

In addition to the maintenance charge herein referred to, each lot shall be subject to a monthly charge of \$.50 for street lighting services; such charge will be included in the monthly bill from Gulf States Utilities Company to such lot owner and shall be in addition to all other charges which such lot owner may incur for electric service.

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4. The maintenance charge shall not, without the consent of the Developer, apply to lots owned by the Developer or owned by any person, firm, association or corporation engaged primarily in the building and construction business which has acquired title to any such lots for the sole purpose of constructing improvements thereon and thereafter selling such lots; however, upon any such sale of such lots by such person, firm, association or corporation to a purchaser whose primary purpose is to occupy and/or rent and/or lease such lot (and improvements thereon, if any) to some other occupant, then the maintenance charge shall thereupon be applicable to such lot; and the Developer hereby consents to the applicability of the maintenance charge to each such lot under the circumstances herein stated. Any transfer of title to any lot by any such person, firm, association or corporation engaged primarily in the building and construction business to a transferee engaged primarily in the building and construction business shall not result in the applicability of the maintenance charge to such lot owned by the transferee or any succeeding transferee primarily engaged in the building and construction business without the consent of the Developer. The Developer reserves the right at all times, in its own judgment and discretion, to exempt any lot in the Subdivision from the maintenance charge, and exercise of such judgment and discretion when made in good faith shall be binding and conclusive on all persons and interests. The Developer shall have the further right at any time, and from time to time, to adjust, alter or waive said maintenance charge from year to year as it deems proper; and the Developer shall have the right at any time to discontinue or abandon such maintenance charge, without incurring liability to any person whomsoever by filing a written instrument in the office of the County Clerk of Walker County, Texas, declaring any such discontinuance or abandonment.

5. The maintenance charges collected shall be paid into the Maintenance Fund to be held and used for the benefit, directly or indirectly, of the Subdivision; and such Maintenance Fund may be expended by the Developer for any purposes which, in the judgment of the Developer will tend to maintain the property values in the Subdivision, including, but not by way of limitation: providing for the enforcement of the provisions of this instrument, including the aforesaid Reservations, Restrictions and Covenants; reasonable

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BY R. Hammons DEPUTY

compensation and reimbursement to the Developer and members of the Committee with respect to services performed by such Developer and Committee members incident to their duties hereunder; for the maintenance, operation, repair, benefit and welfare of any recreational facilities which might hereafter be established in Elkins Lake; and generally for doing any other thing necessary or desirable in the opinion of the Developer to maintain or improve the property or the Subdivision. The use of the Maintenance Fund for any of these purposes is permissive and not mandatory, and the decision of the Developer with respect thereto shall be final, so long as made in good faith.

6. In order to secure the payment of the maintenance charge hereby levied, a vendor's lien shall be and is hereby reserved in the Deed from the Developer to the purchaser of each lot or portion thereof, which lien shall be enforceable through appropriate judicial proceedings by the Developer. Said lien shall be deemed subordinate to the lien or liens of any bank, insurance company or savings and loan association ("Institutional Lender") which hereafter lends money for the purchase of any property in the Subdivision, and/or for construction (including improvement) and/or permanent financing of improvements on any such property.

7. These provisions as to the maintenance charge and Maintenance Fund shall continue in effect unless changed in the manner and at the time or times hereinabove provided for effecting changes in the restrictive covenants hereinabove set forth.

## VII

### Cottage Cluster Common Area Fund

1. Each Cottage Cluster lot shall, in addition to the maintenance charge referred to in VI above, be and is hereby made subject to an annual Cottage Cluster Common Area charge, except as otherwise hereinafter provided.

2. The Cottage Cluster Common Area charge referred to shall be used to create a fund to be known as the "Cottage Cluster Common Area Fund"; and each such charge shall (except as otherwise hereinafter provided) be paid by the owner of each Cottage Cluster lot (or Cottage Cluster residential building site) annually, in advance, on or before January 1 of each year, beginning 1970.

3. The exact amount of each such charge will be determined by the Developer during the month preceding the



due date of said charge. All other matters relating to the assessment, collection, expenditure and administration of the Cottage Cluster Common Area Fund shall be determined by the Developer.

4. The Cottage Cluster Common Area charge shall not, without the consent of the Developer, apply to lots owned by the Developer or owned by any person, firm, association or corporation engaged primarily in the building and construction business which has acquired title to any such lots for the sole purpose of constructing improvements thereon and thereafter selling such lots; however, upon any such sale of such lots by such person, firm, association or corporation to a purchaser whose primary purpose is to occupy and/or rent and/or lease such lot (and improvements thereon, if any) to some other occupant, then the Cottage Cluster Common Area charge shall thereupon be applicable to such lot; and the Developer hereby consents to the applicability of said charge to each such lot under the circumstances herein stated. Any transfer of title to any lot by any such person, firm, association or corporation engaged primarily in the building and construction business to a transferee engaged primarily in the building and construction business shall not result in the applicability of said charge to such lot owned by the transferee or any succeeding transferee primarily engaged in the building and construction business without the consent of the Developer. The Developer reserves the right at all times, in its own judgment and discretion, to exempt any lot in the Subdivision from said charge, and exercise of such judgment and discretion when made in good faith shall be binding and conclusive on all persons and interests. The Developer shall have the further right at any time, and from time to time, to adjust, alter or waive said Cottage Cluster Common Area charge from year to year as it deems proper; and the Developer shall have the right at any time to discontinue or abandon said charge, without incurring liability to any person whomsoever by filing a written instrument in the office of the County Clerk of Walker County, Texas, declaring any such discontinuance or abandonment.

5. The Cottage Cluster Common Area charges collected shall be paid into the Cottage Cluster Common Area Fund to be held and used for the benefit of the Cottage Cluster Common Area (hereinabove defined) including, by way of example but not limitation, planting and clearing, landscaping, construction and maintenance of pathways and access routes for pedestrians and vehicles; and such Cottage Cluster Common Area Fund may be utilized generally for doing any other thing necessary or desirable in the opinion of the Developer to maintain or improve, directly or indirectly, Cottage Cluster lots and the Cottage Cluster Common Area. The use of the Cottage Cluster Common Area Fund for any of these purposes

VOL. 221 PAGE 693

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

is permissive and not mandatory, and the decision of the Developer with respect thereto shall be final, so long as made in good faith.

6. In order to secure the payment of the Cottage Cluster Common Area charge hereby levied, a vendor's lien shall be and is hereby reserved in the Deed from the Developer to the purchaser of each lot or portion thereof, which lien shall be enforceable through appropriate judicial proceedings by the Developer. Said lien shall exist in addition to the lien for maintenance charges referred to in VI above and shall be of equal dignity and standing therewith. Said lien shall be deemed subordinate to the lien or liens of any Institutional Lender which hereafter lends money for the purchase of any property in the Subdivision, and/or for construction (including improvements) and/or permanent financing of improvements on any such property.

7. These provisions as to the Cottage Cluster Common Area charge and Cottage Cluster Common Area Fund shall continue in effect unless changed in the manner and at the time or times hereinabove provided for effecting changes in the restrictive covenants hereinabove set forth.

#### VIII.

##### Transfer of Functions of the Developer

The Developer may at any time hereafter cause a non-profit corporation to be organized under the laws of the State of Texas for the purpose of exercising all or any of the duties and prerogatives of the Developer hereunder (including the matters relating to maintenance charges and the Maintenance Fund and relating to the Cottage Cluster Common Area charges and the Cottage Cluster Common Area Fund). Any such delegation of authority and duties shall serve to automatically release the Developer from further liability with respect thereto and vest such duties and prerogatives in such non-profit corporation. Any such delegation shall be evidenced by an instrument amending this instrument, placed of record in the Deed Records of Walker County, Texas, and joined in by the Developer and the aforesaid non-profit corporation but not, however, requiring the joinder of any other person in order to be fully binding, whether such other person be an owner of property in the Subdivision, a lienholder, mortgagee, Deed of Trust beneficiary or any other person.

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

IX

Binding Effect

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.

WITNESS our hands at Houston, Texas, on this the 28<sup>th</sup> day of April, 1969.

ATTEST:

STATEWIDE LUMBER COMPANY, INC.

By

ATTEST:

FIRST GENERAL REALTY CORPORATION

By

ATTEST:

CLEAR LAKE SAVINGS ASSOCIATION

By

Ralph A Harper  
Secretary

By

President

THE STATE OF TEXAS )  
COUNTY OF HARRIS )

BEFORE ME, the undersigned authority, on this day personally appeared D. B. Belvin, Jr. President

of STATEWIDE LUMBER COMPANY, 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.

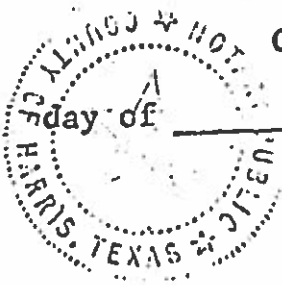
GIVEN under my hand and seal of office, this the 28<sup>th</sup> day of April, May 1969.

May L Simpson  
Notary Public in and for  
Harris County, Texas

A TRUE COPY  
HEREBY CERTIFY. JAMES D. PATTON  
COUNTY CLERK WALKER COUNTY  
BY L. Harprow DEPUTY

THE STATE OF TEXAS )  
COUNTY OF HARRIS )

BEFORE ME, the undersigned authority, on this day personally  
appeared J.R. Dupuy Vice President  
of FIRST GENERAL REALTY CORPORATION  
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 the 29<sup>th</sup>

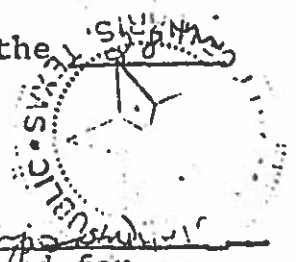
day of April, May 1969.

Norma J. Seave  
Notary Public in and for  
Harris County, Texas

THE STATE OF TEXAS )  
COUNTY OF HARRIS )

BEFORE ME, the undersigned authority, on this day personally  
appeared Richard Allen  
of CLEAR LAKE SAVINGS ASSOCIATION  
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 the  
day of April, May 1969.



Mary L. Simpson  
Notary Public in and for  
Harris County, Texas

A TRUE COPY  
HEREBY CERTIFY, JAMES D. PATTON  
COUNTY CLERK WALKER COUNTY  
BY C. Hargrove DEPUTY

01372

AMENDMENT TO  
ELKINS LAKE, SECTION ONE  
RESERVATIONS, RESTRICTIONS  
AND COVENANTS

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

WHEREAS, Statewide Lumber Company, First General Realty Corporation and Clear Lake Savings Association, each a Texas corporation, Joint Venturers in the Joint Venture known as Lakewood Hills (the "Developer") has caused Elkins Lake Recreation Corporation, a non-profit corporation, to be organized under the laws of the State of Texas for the purpose of exercising all of the duties of the Developer (including matters relating to maintenance charges, the Maintenance Fund, common area charges and the Common Area Fund and architectural control) under the Reservations, Restrictions and Covenants dated April 28, 1969 and duly recorded at Volume 221, Page 677 of the Deed Records of Walker County, Texas, as amended by instrument recorded at Volume 237, Page 754, all of the Deed Records of Walker County, Texas, hereinafter collectively called the "Declaration";

WHEREAS, J.B. Belin, Jr., M.D. Belin and J.B. Belin, Jr. and M.D. Belin, as the Independent Co-Executors of the Estate of J.B. Belin, Sr., have succeeded to the interest of Statewide Lumber Company in Lakewood Hills; and Ameriway Service Corporation has succeeded to the interest of Clear Lake Savings Association in Lakewood Hills; and First Mortgage Company of Texas, Inc. has succeeded to the interest of First General Realty Corporation in Lakewood Hills;

WHEREAS, pursuant to Section VIII of the Declaration, such delegation of authority and duties from the Developer to the Elkins Lake Recreation Corporation shall serve to automatically release the Developer from further liability with respect thereto and vest such duties in such non-profit corporation.

WHEREAS, pursuant to Section VIII of the Declaration, such delegation shall be evidenced by an instrument amending the Declaration, placed of record in the Deed Records of Walker County, Texas and joined in by the Developer and Elkins Lake Recreation Corporation, without the joinder of any other property owner, and the Developer and Elkins Lake Recreation Corporation desire and agree it will be in the best interest of the subdivision to so amend the Declaration;

NOW THEREFORE, the Developer and Elkins Lake Recreation Corporation agree that the Declaration is hereby amended by adding the following paragraph thereto as the second paragraph to Section VIII, to-wit:

The Developer and Elkins Lake Recreation Corporation agree that, except as provided below, all duties and prerogatives of the Developer hereunder (including matters relating to maintenance charges, the Maintenance Fund, common area charges and the Common Area Fund and architectural control) have been delegated by the Developer to the Elkins Lake Recreation Corporation and shall be exercised by the Elkins Lake Recreation Corporation. However, the Developer hereby reserves the right to exercise all architectural control privileges solely with respect to the lots ("Developer's Lots") in the Subdivision subject to the Declaration which are now owned by the Developer or hereafter acquired by Developer as to which the Developer currently is the beneficiary of a lien, Developer acknowledging that the Developer's

RECORDED

APR 4 1989

JAMES D. PATTON - County Clerk

VOL 0092 PAGE 394

A TRUE COPY  
I HEREBY CERTIFY, JAMES D. PATTON  
COUNTY CLERK WALKER COUNTY  
BY *M. P. [Signature]* DEPUTY

exercise of architectural control privileges with respect to the Developer's Lots shall conform with the provisions of the Declaration relating thereto. Elkins Lake Recreation Corporation acknowledges that the maintenance charge and any Cottage Cluster Common Area charge described in the Declaration shall not, without the consent of the Developer, apply to the Developer's Lots or the lots now or hereafter acquired by a builder, as more particularly described in the Declaration.

LAKWOOD HILLS, a Texas joint venture, by its undersigned Venturers:

By: Ameriway Service Corporation

By: *W. Leroy Land*  
Name: W. LEROY LAND  
Title: PRESIDENT

By: First Mortgage Company of Texas

By: *James R. Moore*  
Name: JAMES R. MOORE  
Title: VICE PRESIDENT

By: *J.B. Belin, Jr.*  
J.B. Belin, Jr.

By: *M.D. Belin*  
M.D. Belin

By: Independent Co-Executors of the Estate of J.B. Belin, Sr.

By: *J.B. Belin, Jr.*  
J.B. Belin, Jr.

By: *M.D. Belin*  
M.D. Belin

ELKINS LAKE RECREATION CORPORATION

By: *John C. Minnwater*  
Name: JOHN C. MINNWATER  
Title: VICE PRESIDENT

ELKINS LAKE RECREATION CORPORATION

By: *Lester L. Grace*  
Name: LESTER L. GRACE  
Title: PRESIDENT

RECORDED

APR 4 1989

JAMES U. PATTON - County Clerk

VOL 0092 PAGE 395

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

STATE OF TEXAS §  
COUNTY OF Harris §

This instrument was acknowledged before me on this 28<sup>th</sup> day of February, 1989, by W. Leroy Land, President of Ameriway Service Corporation, venturer of Lakewood Hills, a Texas joint venture, on behalf of said venture.

Neil S. Abon  
NOTARY PUBLIC, STATE OF TEXAS

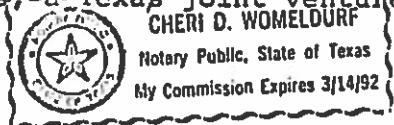
STATE OF TEXAS §  
COUNTY OF Harris §

This instrument was acknowledged before me on this 15<sup>th</sup> day of February, 1989, by James R. Moran, Vice President of First Mortgage Company of Texas, venturer of Lakewood Hills, a Texas joint venture, on behalf of said venture.

Barbara J. Fuckett  
NOTARY PUBLIC, STATE OF TEXAS  
BARBARA J. FUCKETT  
Notary Public - State of Texas  
My Commission Expires 11-17-89

STATE OF TEXAS §  
COUNTY OF Fort Bend §

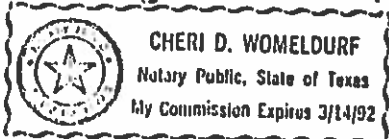
This instrument was acknowledged before me on this 2nd day of February, 1989, by J.B. Belin, Jr., venturer of Lakewood Hills, a Texas joint venture, on behalf of said venture.



Cheri D. Womeldurf  
NOTARY PUBLIC, STATE OF TEXAS

STATE OF TEXAS §  
COUNTY OF Fort Bend §

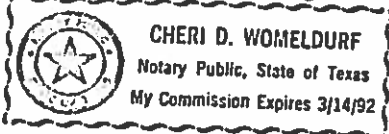
This instrument was acknowledged before me on this 2nd day of February, 1989, by M.D. Belin, venturer of Lakewood Hills, a Texas joint venture, on behalf of said venture.



Cheri D. Womeldurf  
NOTARY PUBLIC, STATE OF TEXAS

STATE OF TEXAS §  
COUNTY OF Fort Bend §

This instrument was acknowledged before me on this 2nd day of February, 1989, by J.B. Belin, Jr. as Independent Co-Executor of the Estate of J.B. Belin, Sr., venturer of Lakewood Hills, a Texas joint venture, on behalf of said venture.



Cheri D. Womeldurf  
NOTARY PUBLIC, STATE OF TEXAS

RECORDED

APR 4 1989

-3-

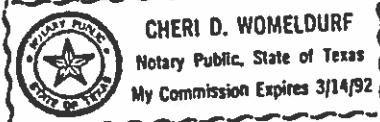
JAMES D. PATTON - County Clerk

VOL 0092 PAGE 396

TRUE COPY  
HEREBY CERTIFY, JAMES D. PATTON  
COUNTY CLERK, WALKER COUNTY  
Pat Patton DEPUTY

STATE OF TEXAS §  
COUNTY OF Foot Bend §

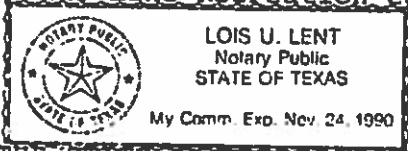
This instrument was acknowledged before me on this 2nd day of February, 1988, by M.D. Belin as Independent Co-Executor of the Estate of J.B. Belin, Sr., venturer of Lakewood Hills, a Texas Joint venture, on behalf of said venture.



Cheri D. Womeldurf  
NOTARY PUBLIC, STATE OF TEXAS

THE STATE OF TEXAS §  
COUNTY OF Walker §

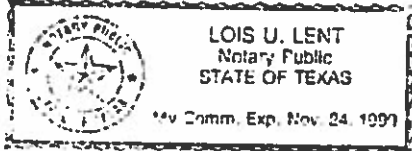
This instrument was acknowledged before me on November 28, 1988, by JOHN C. RAINWATER, VICE PRESIDENT of Elkins Lake Recreation Corporation on behalf of said corporation.



Lois U. Lent  
NOTARY PUBLIC, STATE OF TEXAS

THE STATE OF TEXAS §  
COUNTY OF Walker §

This instrument was acknowledged before me on November 28, 1988, by LESTER L. BRUCE, PRESIDENT of Elkins Lake Recreation Corporation on behalf of said corporation.



Lois U. Lent  
NOTARY PUBLIC, STATE OF TEXAS

FILED FOR RECORD  
AT 11:40 o'clock A.M.

MAR 27 1988

J.D. PATTON, WALKER COUNTY, TEXAS  
by Melba High



JAMES D. PATTON, CLERK  
WALKER COUNTY, TEXAS

OFFICIAL PUBLIC RECORDS

188/060

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RECORDED

APR 4 1989

JAMES D. PATTON - County Clerk

-4-

STATE OF TEXAS  
COUNTY OF WALKER  
I, James D. Patton, County Clerk of Walker County Texas, do hereby certify that the foregoing is a true and correct copy of the original record and as same appears on record in Vol. 92, Page 394-397 of the Official Public Records of Walker County, Texas. Given under my hand and seal of office this the 21st day of April, 20, 88

James D. Patton, County Clerk  
Walker County, Texas

By Melba High, Deputy



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D386620

02280

THE STATE OF TEXAS § AUG--5-71 722411 D 386620 - B PD 5  
COUNTY OF WALKER § DEED RECORDS

VOL. 8542 PAGE 401

This Amendment Agreement by and between STATEWIDE LUMBER COMPANY, FIRST GENERAL REALTY CORPORATION, and CLEAR LAKE SAVINGS ASSOCIATION, each a Texas corporation, Joint Venturers in the Joint Venture, known as "Lakewood Hills," each such corporation having its principal place of business in Houston, Harris County, Texas (hereinafter collectively called the "Developer") and ELKINS LAKE RECREATION CORPORATION a Texas non-profit corporation having its principal place of business in Walker County, Texas (hereinafter called "Recreation Corporation");

132-26-2469

W I T N E S S E T H:

WHEREAS, the Developer has heretofore placed of record a plat of that certain subdivision known as "Elkins Lake, Section One," the recorded plat of which is set forth in Volume 174, Page 569 of the Map Records of Walker County, Texas; and

WHEREAS, in order to create and carry out a uniform plan and scheme for the improvement, development and sale of property in said subdivision, the Developer did adopt, establish, promulgate and impress such subdivision with those reservations, restrictions and covenants set forth in an instrument recorded in Volume 221, Page 677 of the Deed Records of Walker County, Texas (hereinafter called the "Restrictive Instrument"); and

WHEREAS, Section VIII of the Restrictive Instrument provides for the organization of a non-profit corporation for the purpose of exercising all or any of the duties and prerogatives of the Developer under such restrictive instrument; and

A TRUE COPY  
HEREBY CERTIFY, JAMES D. PATTON  
COUNTY CLERK WALKER COUNTY  
BY R. Hargrove DEPUTY

WHEREAS, the Restrictive Instrument further provides that the delegation of such duties and prerogatives to such non-profit corporation shall be evidenced by an instrument amending the Restrictive Instrument, which amendment shall be placed of record in the Deed Records of Walker County, Texas, and joined in by the Developer and the aforesaid non-profit corporation without requiring the joinder of any other person in order to be fully binding; and

WHEREAS, Recreation Corporation is a bona fide non-profit corporation organized and existing under the laws of the State of Texas; and

WHEREAS, the Developer desires to delegate to the Recreation Corporation the exercise of certain of the duties and prerogatives of the Developer as set forth in the Restrictive Instrument; and

WHEREAS, Recreation Corporation desires to evidence of record its acceptance of such delegation;

NOW, THEREFORE, KNOW ALL MEN BY THESE PRESENTS:

That, the Developer, for and in consideration of the premises, and other good and valuable consideration in hand paid to the Developer by the Recreation Corporation, does hereby delegate to Recreation Corporation all authority, and duties of the Developer set forth in Section VI (entitled "Maintenance Fund"), and in Section VII (entitled "Cottage Cluster Common Area Fund"), of the Restrictive Instrument, so that Recreation Corporation shall exercise all duties and prerogatives of the Developer as set forth in said Sections of such instrument.

Recreation Corporation joins in the execution of this instrument and in consideration of the premises and other good and valuable consideration in hand paid to the Recreation Corporation by the Developer, does hereby accept such delegation of the authority and duties of the Developer set forth

VOL 237 PAGE 755

A TRUE COPY  
HEREBY CERTIFY, JAMES D. PATTON  
COUNTY CLERK WALKER COUNTY  
BY R. Hargrove DEPUTY

VOL 237 PAGE 756

in Section VI and VII of the Restrictive Instrument, and agrees to the release of the Developer from any further liability with respect thereto, all as set forth in Section VIII of the Restrictive Instrument.

Except for the delegation of prerogatives and duties set forth herein, the Restrictive Instrument is ratified and confirmed by the parties hereto for all purposes.

EXECUTED this the 10 day of April,

1969 70

LAKWOOD HILLS, a joint venture composed of

STATEWIDE LUMBER COMPANY

ATTEST:

Mary Ann Belin

BY

FIRST GENERAL REALTY CORPORATION

ATTEST:

Philip M. Edmundson  
School Secretary

BY

CLEAR LAKE SAVINGS ASSOCIATION

ATTEST:

Ronald Dobb

BY

DEVELOPER

ATTEST:

[Signature]

BY

RECREATION CORPORATION

ELKINS LAKE RECREATION CORPORATION

BEFORE ME, the undersigned authority, on this day personally appeared J. B. Belin Jr., President of STATEWIDE LUMBER COMPANY, 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, and in the capacity therein stated as the act and deed of said corporation.

RECORDER'S MEMORANDUM: The changes made in ink on this instrument were present at the time instrument was filed and recorded.

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

DEED RECORDS  
VOL 5542 PAGE 403

502

132-26-2471



GIVEN UNDER MY HAND AND SEAL OF OFFICE this 10<sup>th</sup>

day of April, 19 70.

Margaret J. Cates  
NOTARY PUBLIC in and for  
Harris County, Texas

DEED RECORDS  
VOL 8542 PAGE 404

BEFORE ME, the undersigned authority, on this day personally appeared C. W. Taylor, President of FIRST GENERAL REALTY 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, and in the capacity therein stated as the act and deed of said corporation.

GIVEN UNDER MY HAND AND SEAL OF OFFICE this 20<sup>th</sup>

day of April, 19 70.

Norma J. Sears  
NOTARY PUBLIC in and for  
Harris County, Texas

132-26-2472

BEFORE ME, the undersigned authority, on this day personally appeared Richard Allen, President of CLEAR LAKE SAVINGS ASSOCIATION, 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, and in the capacity therein stated as the act and deed of said corporation.

GIVEN UNDER MY HAND AND SEAL OF OFFICE this 10<sup>th</sup>

day of April, 19 70.

Mel-Vita Decker  
NOTARY PUBLIC in and for  
Harris County, Texas  
VOL 237 PAGE 757



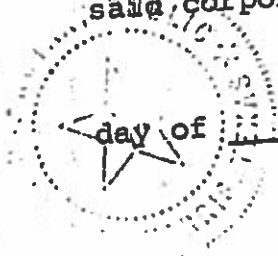
TRUE COPY  
HEREBY CERTIFY, JAMES D. PATTON  
COUNTY CLERK WALKER COUNTY  
BY R. Langford DEPUTY

VOL 237 PAGE 758

BEFORE ME, the undersigned authority, on this day personally appeared J. B. Bellin Jr., President of the ELKINS LAKE RECREATION 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, and in the capacity therein stated as the act and deed of said corporation.

DEED RECORDS  
VOL 8542 PAGE 405

GIVEN UNDER MY HAND AND SEAL OF OFFICE this 10<sup>th</sup>



day of April, 19 70.

Margaret F. Cates  
NOTARY PUBLIC in and for  
Harris County, Texas

132-26-2473

Ken Adam  
FC + J

STATE OF TEXAS  
COUNTY OF WALKER  
I, J. J. L. Ferguson, County Clerk of Walker County Texas,  
do hereby certify that the foregoing is a true and correct  
copy of the original record and as same appears on record  
in the 237 Page 754-758  
Deed records of Walker County, Texas  
I have duly read and seal of office this 21st  
April 20, 68

R. Hargrave, Deputy

THE STATE OF TEXAS, }  
COUNTY OF WALKER } I, J. J. L. FERGUSON, CLERK OF THE COUNTY COURT, CERTIFY  
THAT THE FOREGOING INSTRUMENT WAS FILED FOR RECORD, IN MY OFFICE THE  
10 DAY OF August 1971 AT 9:05 O'CLOCK a. M., RECORDED  
ON THE 16 DAY OF August, 1971 AT 10:55 O'CLOCK A. M.

BY Eva Carroll DEPUTY

J. J. Ferguson  
COUNTY COURT, WALKER COUNTY, TEXAS