

J

**CONSENT BY LIENHOLDERS AND SUBORDINATION  
OF LIEN TO PLAT OF EMERALD LAKES, SECTION ONE**

SKJ, INC. and RUDIUS INVESTMENTS, LLC, the owners and holders of a lien (the "Lien") covering the property depicted in the proposed plat (the "Plat") of EMERALD LAKES, SECTION ONE, the Lien being evidenced by the instrument of record in the Official Public Records of Real Property of Montgomery County, Texas, under Clerk's File No. 2007-012081, hereby consent to and ratify the Plat, and do in all things subordinate the Lien to the Plat. SKJ, INC. and RUDIUS INVESTMENTS, LLC confirm that they are the present owners of the Lien and that they have not assigned the same or any part thereof.

EXECUTED this 20<sup>th</sup> day of March, 2007.

SKJ, INC.,  
a Texas corporation

By: Jim P. Morris  
Jim P. Morris, President

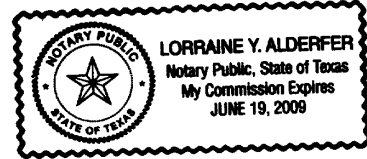
RUDIUS INVESTMENTS, LLC,  
a Nevada limited liability company

By: William L. Hintermister  
William L. Hintermister,  
Sole Member

THE STATE OF TEXAS §  
COUNTY OF MONTGOMERY §

This instrument was acknowledged before me on the 20<sup>th</sup> day of March, 2007, by JIM P. MORRIS, President of SKJ, INC., a Texas corporation, on behalf of said corporation.

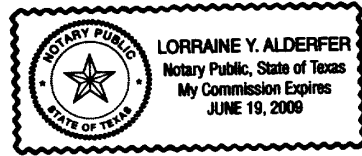
*Lorraine Y. Alderfer*  
Notary Public in and for  
the State of Texas



THE STATE OF TEXAS §  
COUNTY OF MONTGOMERY §

This instrument was acknowledged before me on the 20<sup>th</sup> day of March, 2007, by William L. Hintermister, Sole Member of RUDIUS INVESTMENTS, LLC, a Nevada limited liability company, on behalf of said company.

*Lorraine Y. Alderfer*  
Notary Public in and for  
the State of Texas



STATE OF TEXAS  
COUNTY OF MONTGOMERY  
I hereby certify this instrument was filed in File Number Sequence on the date and at the time stamped herein by me and was duly RECORDED in the Official Public Records of Real Property at Montgomery County, Texas.

MAR 20 2007



*Mark Turnbull*  
County Clerk  
Montgomery County, Texas

**AFTER RECORDING RETURN TO:**  
Lake Forest Development, LLC  
17178 FM 1097  
Montgomery, Texas 77356

FILED FOR RECORD  
07 MAR 20 PM 2:02

*Mark Turnbull*  
COUNTY CLERK  
MONTGOMERY COUNTY, TEXAS

**RECORDING MEMORANDUM:**

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

313-11-1158

19



MARK TURNBULL  
COUNTY CLERK  
MONTGOMERY COUNTY

P.O. BOX 959  
CONROE, TX 77305

CONROE: (409) 539-7885  
HOUSTON: (281) 353-9791  
EXT. 7885

PLATS FILED FOR MAP RECORDS

2007-036606

FILE NO. \_\_\_\_\_ MAP RECORDS: CAB. Z SHEET(S) 730-736

NAME OF SUBDIVISION Emerald Lakes SECTION 1

SURVEY: John B. Tong ABSTRACT. NO. A-39

SURVEY: James Elkins ABSTRACT. NO. A-198

ACREAGE: 132.92

REPLAT: YES \_\_\_\_\_ NO

NUMBER MAP RECORD PAGES 7

FILED BY: Stacy Wilson DATE 03-30-07

RECORDED BY: Shirley M. Coley DATE 3-30-07

COURT SESSION: 03-26-07 MOTION NO. 7-861a

RECORDING FEE:	\$ <u>210.00</u>
RECORD MANAGEMENT:	\$ <u>5.00</u>
SECURITY FEE:	\$ <u>1.00</u>
COPIES:	\$ <u>166.00</u>
SUBDIVISION FEES	\$ <u>321.10</u>
TOTAL	\$ <u>703.10</u>

313-11-1159

TAX CERTIFICATE AS OF Feb OF 2007 RUN ON 02.20.2007

ISSUED TO:

ACCOUNT NO. 00.0039.00.03800  
DESCRIPTION A0039 TONG J B, TRACT 38,  
ROCKING D LAND AND CATTLE CO LTD  
2201 S FM 51 STE 600  
DECATUR TX 76234-3748  
ACRES 20.500

CERTIFICATE NO. 86021132  
AC-SF-DI 20.500 AC

YEAR & RATES  
TAXES  
P&I  
ATT  
VALUES

TAXROLL NAME ROCKING D LAND AND CATTLE CO LJURISDICTION CODES  
CO SC CI CL DD MD RD FD HD ED WU FT  
M 8 1 1

ST/WRU PCT 1	COUNTY	FMLR	SPESCH	ROAD	VILLAGE	HOSPITAL	NHC COL	FIRE # 1	DRN	M.U.D.S	ISD 8	CED
1994 PAID	421.60	ON	12.31.94	PI	0.00	LEGAL	0.00	PAID AMT	421.60			
1995 PAID	412.90	ON	01.04.96	PI	0.00	LEGAL	0.00	PAID AMT	412.90			
1996 PAID	426.45	ON	01.03.97	PI	0.00	LEGAL	0.00	PAID AMT	426.45			
1997 PAID	429.33	ON	12.31.97	PI	0.00	LEGAL	0.00	PAID AMT	429.33			
1998 PAID	441.11	ON	12.31.98	PI	0.00	LEGAL	0.00	PAID AMT	441.11			
1999 PAID	425.04	ON	12.31.99	PI	0.00	LEGAL	0.00	PAID AMT	425.04			
2000 PAID	437.93	ON	12.31.00	PI	0.00	LEGAL	0.00	PAID AMT	437.93			
2001 PAID	447.05	ON	01.29.02	PI	0.00	LEGAL	0.00	PAID AMT	447.05			
2002 PAID	447.24	ON	03.29.05	PI	169.95	LEGAL	105.11	PAID AMT	722.30			
2003 PAID	441.48	ON	01.11.04	PI	0.00	LEGAL	0.00	PAID AMT	441.48			
2004 PAID	446.60	ON	03.29.05	PI	40.19	LEGAL	0.00	PAID AMT	486.79			
2005 PAID	441.93	ON	12.31.05	PI	0.00	LEGAL	0.00	PAID AMT	441.93			
2006 PAID	417.66	ON	02.20.07	PI	0.04	LEGAL	0.00	PAID AMT	417.70			
TOTALS DUE												

TAX  
P&I  
ATT

BASE AMT DUE	AMT OF P&I	TOTAL LEGAL	TOTAL DUE
0.00	0.00	0.00	0.00

J. R. MOORS, JR.  
TAX ASSESSOR-COLLECTOR  
MONTGOMERY COUNTY, TEXAS  
THIS IS TO CERTIFY THAT AFTER A CAREFUL CHECK OF THE TAX RECORDS OF THIS  
OFFICE THAT THIS CERTIFICATE INDICATES THE AMOUNT OF DELINQUENT TAXES.

BY: JUANITA W. DEPUTO

IF THE ABOVE SPECIFIED PROPERTY HAS OR IS RECEIVING SPECIAL VALUATION BASED ON ITS USE;  
ADDITIONAL ROLLBACK TAXES MAY BECOME DUE AND ARE NOT INDICATED BY THIS DOCUMENT.

313-11-1160

TAX CERTIFICATE AS OF Feb OF 2007 RUN ON 02.20.2007

ISSUED TO:

CANADA, DAVID  
CANADA BUILDERS  
517 E DAVIS ST  
CONROE TX 77301-2913

ACCOUNT NO. 00.2160.06.04000  
DESCRIPTION ARROWHEAD LAKES 06 COMMERC  
IAL LT S OF #6 F#8554971

CERTIFICATE NO. 86021131  
AC-SF-DI 0.000 AC

TAXROLL NAME CANADA, DAVID

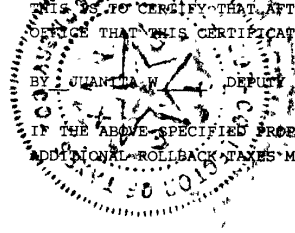
JURISDICTION CODES  
CO SC CI CL DD MD RD FD HD ED WU FT  
M 8 1 1

YEAR & RATES  
TAXES  
P&I  
ATT  
VALUES

ST/WRU	PCT	1	COUNTY	FMLR	SPESCH	ROAD	VILLAGE	HOSPITAL	NHC	COL	FIRE #	1	DRN	M.U.D.S	ISD	8	CED
1994 PAID	118.02	ON	12.05.94	PI	0.00	LEGAL	0.00	PAID AMT	118.02								
1995 PAID	116.07	ON	12.14.95	PI	0.00	LEGAL	0.00	PAID AMT	116.07								
1996 PAID	118.82	ON	12.12.96	PI	0.00	LEGAL	0.00	PAID AMT	118.82								
1997 PAID	124.25	ON	11.12.97	PI	0.00	LEGAL	0.00	PAID AMT	124.25								
1998 PAID	126.83	ON	12.09.98	PI	0.00	LEGAL	0.00	PAID AMT	126.83								
1999 PAID	121.79	ON	11.12.99	PI	0.00	LEGAL	0.00	PAID AMT	121.79								
2000 PAID	123.97	ON	11.15.00	PI	0.00	LEGAL	0.00	PAID AMT	123.97								
2001 PAID	126.94	ON	12.09.01	PI	0.00	LEGAL	0.00	PAID AMT	126.94								
2002 PAID	127.02	ON	10.25.02	PI	0.00	LEGAL	0.00	PAID AMT	127.02								
2003 PAID	125.78	ON	10.06.03	PI	0.00	LEGAL	0.00	PAID AMT	125.78								
2004 PAID	127.30	ON	10.12.04	PI	0.00	LEGAL	0.00	PAID AMT	127.30								
2005 PAID	126.86	ON	10.12.05	PI	0.00	LEGAL	0.00	PAID AMT	126.86								
2006 PAID	119.29	ON	02.20.07	PI	8.35	LEGAL	0.00	PAID AMT	127.64								
TOTALS DUE																	
TAX																	
P&I																	
ATT																	

BASE AMT DUE	AMT OF P&I	TOTAL LEGAL	TOTAL DUE
0.00	0.00	0.00	0.00

J. R. MOORE, JR.  
TAX ASSESSOR-COLLECTOR  
MONTGOMERY COUNTY, TEXAS  
THIS IS TO CERTIFY THAT AFTER A CAREFUL CHECK OF THE TAX RECORDS OF THIS  
OFFICE THAT THIS CERTIFICATE INDICATES THE AMOUNT OF DELINQUENT TAXES.  
BY: JUANITA W. DEPUTY



IF THE ABOVE-SPECIFIED PROPERTY HAS OR IS RECEIVING SPECIAL VALUATION BASED ON ITS USE;  
ADDITIONAL ROLLBACK TAXES MAY BECOME DUE AND ARE NOT INDICATED BY THIS DOCUMENT.

313-11-1161

TAX CERTIFICATE AS OF Feb OF 2007 RUN ON 02.20.2007

ISSUED TO:

ACCOUNT NO. 00.0042.00.02700

CERTIFICATE NO. 86021133

ROCKING D LAND AND CATTLE CO LTD  
2201 S FM 51 STE 600  
DECATUR TX 76234-3748

DESCRIPTION A0042 WIER WM, TRACT 27, A

AC-SF-DI 0.500 AC

CRES 0.500

TAXROLL NAME ROCKING D LAND AND CATTLE CO LJURISDICTION CODES

YEAR & RATES

TAXES

P&I

ATT

VALUES

CO SC CI CL DD MD RD FD HD ED WU FT  
M 8 1 1

ST/WRU PCT 1	COUNTY	FMLR	SPESCH	ROAD	VILLAGE	HOSPITAL	NHC COL	FIRE # 1	DRN	M.U.D.S	ISD 8	CED
1994 PAID	13.29 ON	01.31.95	PI	0.00 LEGAL	0.00 PAID AMT	13.29						
1995 PAID	13.08 ON	01.04.96	PI	0.00 LEGAL	0.00 PAID AMT	13.08						
1996 PAID	13.78 ON	12.30.96	PI	0.00 LEGAL	0.00 PAID AMT	13.78						
1997 PAID	13.45 ON	01.08.98	PI	0.00 LEGAL	0.00 PAID AMT	13.45						
1998 PAID	13.84 ON	12.21.98	PI	0.00 LEGAL	0.00 PAID AMT	13.84						
1999 PAID	13.26 ON	01.12.00	PI	0.00 LEGAL	0.00 PAID AMT	13.26						
2000 PAID	13.51 ON	01.30.01	PI	0.00 LEGAL	0.00 PAID AMT	13.51						
2001 PAID	13.86 ON	01.31.02	PI	0.00 LEGAL	0.00 PAID AMT	13.86						
2002 PAID	13.89 ON	12.31.02	PI	0.00 LEGAL	0.00 PAID AMT	13.89						
2003 PAID	13.71 ON	01.14.04	PI	0.00 LEGAL	0.00 PAID AMT	13.71						
2004 PAID	13.89 ON	12.31.04	PI	0.00 LEGAL	0.00 PAID AMT	13.89						
2005 PAID	13.78 ON	12.31.05	PI	0.00 LEGAL	0.00 PAID AMT	13.78						
2006 PAID	12.94 ON	01.31.07	PI	0.00 LEGAL	0.00 PAID AMT	12.94						

TOTALS DUE

TAX

P&I

ATT

BASE AMT DUE	AMT OF P&I	TOTAL LEGAL	TOTAL DUE
0.00	0.00	0.00	0.00

J. R. MOORE, JR.  
TAX ASSESSOR-COLLECTOR  
MONTGOMERY COUNTY, TEXAS  
THIS IS TO CERTIFY THAT AFTER A CAREFUL CHECK OF THE TAX RECORDS OF THIS  
OFFICE THAT THIS CERTIFICATE INDICATES THE AMOUNT OF DELINQUENT TAXES.

BY QUANTA W. DEPUTY

IF THE ABOVE SPECIFIED PROPERTY HAS OR IS RECEIVING SPECIAL VALUATION BASED ON ITS USE;  
ADDITIONAL ROLLBACK TAXES MAY BECOME DUE AND ARE NOT INDICATED BY THIS DOCUMENT.

313-11-1162

TAX CERTIFICATE AS OF Jan OF 2007 RUN ON 01.24.2007

ISSUED TO:

CANADA, DAVID  
%CANADA BUILDERS  
517 E DAVIS ST  
CONROE TX 77301-2913

ACCOUNT NO. 00.2160.05.00100  
DESCRIPTION ARROWHEAD LAKES 05 BK 12 L  
T 49

CERTIFICATE NO. 86021071  
AC-SF-DI 0.000 AC

TAXROLL NAME CANADA, DAVID

JURISDICTION CODES  
CO SC CI CL DD MD RD FD HD ED WU FT  
M 8 1 1

YEAR & RATES  
TAXES  
P&I  
ATT  
VALUES

ST/WRU	PCT	1	COUNTY	FMLR	SPESCH	ROAD	VILLAGE	HOSPITAL	NHC	COL	FIRE #	1	DRN	M.U.D.S	ISD	8	CED
1994	PAID	46.26	ON	12.05.94	PI	0.00	LEGAL	0.00	PAID	AMT	46.26						
1995	PAID	45.50	ON	12.14.95	PI	0.00	LEGAL	0.00	PAID	AMT	45.50						
1996	PAID	46.58	ON	12.12.96	PI	0.00	LEGAL	0.00	PAID	AMT	46.58						
1997	PAID	48.71	ON	11.12.97	PI	0.00	LEGAL	0.00	PAID	AMT	48.71						
1998	PAID	49.72	ON	12.09.98	PI	0.00	LEGAL	0.00	PAID	AMT	49.72						
1999	PAID	47.73	ON	11.12.99	PI	0.00	LEGAL	0.00	PAID	AMT	47.73						
2000	PAID	48.60	ON	11.15.00	PI	0.00	LEGAL	0.00	PAID	AMT	48.60						
2001	PAID	49.76	ON	12.09.01	PI	0.00	LEGAL	0.00	PAID	AMT	49.76						
2002	PAID	49.79	ON	10.25.02	PI	0.00	LEGAL	0.00	PAID	AMT	49.79						
2003	PAID	49.30	ON	10.06.03	PI	0.00	LEGAL	0.00	PAID	AMT	49.30						
2004	PAID	49.90	ON	10.12.04	PI	0.00	LEGAL	0.00	PAID	AMT	49.90						
2005	PAID	49.74	ON	10.12.05	PI	0.00	LEGAL	0.00	PAID	AMT	49.74						
2006	PAID	46.76	ON	10.26.06	PI	0.00	LEGAL	0.00	PAID	AMT	46.76						

TOTALS DUE

TAX

P&I

ATT

BASE AMT DUE	AMT OF P&I	TOTAL LEGAL	TOTAL DUE
0.00	0.00	0.00	0.00

J. R. MOORE, JR.  
TAX ASSESSOR-COLLECTOR  
MONTGOMERY COUNTY, TEXAS

THIS IS TO CERTIFY THAT AFTER A CAREFUL CHECK OF THE TAX RECORDS OF THIS OFFICE THAT THIS CERTIFICATE INDICATES THE AMOUNT OF DELINQUENT TAXES.

BY TERESA W. DEPUTY

IF THE ABOVE SPECIFIED PROPERTY HAS OR IS RECEIVING SPECIAL VALUATION BASED ON ITS USE; ADDITIONAL BACKLASH TAXES MAY BECOME DUE AND ARE NOT INDICATED BY THIS DOCUMENT.

313-11-1163

TAX CERTIFICATE AS OF Jan OF 2007 RUN ON 01.24.2007

ISSUED TO:

CANADA, DAVID  
%CANADA BUILDERS  
517 E DAVIS ST  
CONROE TX 77301-2913

ACCOUNT NO. 00.0313.00.00100  
DESCRIPTION A0313 LONIS GEO W, TRACT 1  
  
 , ACRES 55.460

CERTIFICATE NO. 86021070  
AC-SF-DI 55.460 AC

YEAR & RATES  
TAXES  
P&I  
ATT  
VALUES

TAXROLL NAME CANADA, DAVID

JURISDICTION CODES  
CO SC CI CL DD MD RD FD HD ED WU FT  
M 8 1 1

ST/WRU	PCT 1	COUNTY	FMLR	SPESCH	ROAD	VILLAGE	HOSPITAL	NHC COL	FIRE # 1	DRN	M.U.D.S	ISD 8	CED
1994 PAID	1336.27	ON	12.05.94	PI	0.00 LEGAL	0.00 PAID AMT		1336.27					
1995 PAID	1316.21	ON	12.14.95	PI	0.00 LEGAL	0.00 PAID AMT		1316.21					
1996 PAID	1342.88	ON	12.12.96	PI	0.00 LEGAL	0.00 PAID AMT		1342.88					
1997 PAID	1408.89	ON	11.12.97	PI	0.00 LEGAL	0.00 PAID AMT		1408.89					
1998 PAID	1393.31	ON	12.09.98	PI	0.00 LEGAL	0.00 PAID AMT		1393.31					
1999 PAID	1335.03	ON	11.12.99	PI	0.00 LEGAL	0.00 PAID AMT		1335.03					
2000 PAID	1357.04	ON	11.15.00	PI	0.00 LEGAL	0.00 PAID AMT		1357.04					
2001 PAID	1392.65	ON	12.09.01	PI	0.00 LEGAL	0.00 PAID AMT		1392.65					
2002 PAID	1395.73	ON	10.25.02	PI	0.00 LEGAL	0.00 PAID AMT		1395.73					
2003 PAID	1379.02	ON	10.06.03	PI	0.00 LEGAL	0.00 PAID AMT		1379.02					
2004 PAID	1396.45	ON	10.12.04	PI	0.00 LEGAL	0.00 PAID AMT		1396.45					
2005 PAID	1386.53	ON	10.12.05	PI	0.00 LEGAL	0.00 PAID AMT		1386.53					
2006 PAID	1299.38	ON	10.26.06	PI	0.00 LEGAL	0.00 PAID AMT		1299.38					
TOTALS DUE													

TAX

P&I

ATT

BASE AMT DUE	AMT OF P&I	TOTAL LEGAL	TOTAL DUE
0.00	0.00	0.00	0.00

JIM MOORE, JR.  
TAX ASSESSOR-COLLECTOR  
MONTGOMERY COUNTY, TEXAS

THIS IS TO CERTIFY THAT AFTER A CAREFUL CHECK OF THE TAX RECORDS OF THIS OFFICE THAT THIS CERTIFICATE INDICATES THE AMOUNT OF DELINQUENT TAXES.

BY TERESA M. DEKUBY

IF THE ABOVE SPECIFIED PROPERTY HAS OR IS RECEIVING SPECIAL VALUATION BASED ON ITS USE; ADDITIONAL ROLLEBACK TAXES MAY BECOME DUE AND ARE NOT INDICATED BY THIS DOCUMENT.



313-11-1164

TAX CERTIFICATE AS OF Feb OF 2007 RUN ON 02.16.2007

ISSUED TO:

ACCOUNT NO. 00.0039.00.05800  
DESCRIPTION A0039 TONG J B, TRACT 58,6  
9, ACRES 9.090

CERTIFICATE NO. 86021129  
AC-SF-DI 9.090 AC

ADAMICK, PHILLIP-ESTATE OF  
PO BOX 57  
WILLIS TX 77378-0057

TAXROLL NAME ADAMICK, PHILLIP-ESTATE OF JURISDICTION CODES  
CO SC CI CL DD MD RD FD HD ED WU FT  
M 8 1 1

YEAR & RATES  
TAXES  
P&I  
ATT  
VALUES

ST	WRU	PCT	1	COUNTY	FMLR	SPESCH	ROAD	VILLAGE	HOSPITAL	NHC	COL	FIRE #	1	DRN	M.U.D.S	ISD	8	CED
1994	PAID	1036.67	ON	01.30.95	PI	0.00	LEGAL	0.00	PAID AMT	1036.67								
1995	PAID	1022.36	ON	01.29.96	PI	0.00	LEGAL	0.00	PAID AMT	1022.36								
1996	PAID	1063.19	ON	01.22.97	PI	0.00	LEGAL	0.00	PAID AMT	1063.19								
1997	PAID	917.12	ON	01.28.98	PI	0.00	LEGAL	0.00	PAID AMT	917.12								
1998	PAID	918.46	ON	01.27.99	PI	0.00	LEGAL	0.00	PAID AMT	918.46								
1999	PAID	915.60	ON	01.19.00	PI	0.00	LEGAL	0.00	PAID AMT	915.60								
2000	PAID	948.78	ON	01.24.01	PI	0.00	LEGAL	0.00	PAID AMT	948.78								
2001	PAID	949.40	ON	02.11.02	PI	66.46	LEGAL	0.00	PAID AMT	1015.86								
2002	PAID	947.25	ON	01.30.03	PI	0.00	LEGAL	0.00	PAID AMT	947.25								
2003	PAID	939.83	ON	10.10.03	PI	0.00	LEGAL	0.00	PAID AMT	939.83								
2004	PAID	2003.47	ON	12.17.04	PI	0.00	LEGAL	0.00	PAID AMT	2003.47								
2005	PAID	1996.63	ON	06.06.06	PI	299.51	LEGAL	0.00	PAID AMT	2296.14								
2006	PAID	1877.30	ON	11.01.06	PI	0.00	LEGAL	0.00	PAID AMT	1877.30								
TOTALS DUE																		
TAX																		

P&I  
ATT

BASE AMT DUE	AMT OF P&I	TOTAL LEGAL	TOTAL DUE
0.00	0.00	0.00	0.00

J. R. MOORE, JR.  
TAX ASSESSOR-COLLECTOR  
MONTGOMERY COUNTY, TEXAS  
THIS IS TO CERTIFY THAT AFTER A CAREFUL CHECK OF THE TAX RECORDS OF THIS  
OFFICE THAT THIS CERTIFICATE INDICATES THE AMOUNT OF DELINQUENT TAXES.

BY SPINDA A. DEPUTY

IF THE ABOVE SPECIFIED PROPERTY HAS OR IS RECEIVING SPECIAL VALUATION BASED ON ITS USE;  
ADDITIONAL ROLLBACK TAXES MAY BECOME DUE AND ARE NOT INDICATED BY THIS DOCUMENT.

313-11-1165

TAX CERTIFICATE AS OF Mar OF 2007 RUN ON 03.19.2007

ISSUED TO:

ACCOUNT NO. 00.0039.00.04000  
DESCRIPTION A0039 TONG J B, TRACT 32,3

CERTIFICATE NO. 86021237  
AC-SF-DI 1.910 AC

ROCKING D LAND AND CATTLE CO LTD  
2201 S FM 51 STE 600  
DECATUR TX 76234-3748

9,40,68, ACRES 1.910

TAXROLL NAME ROCKING D LAND AND CATTLE CO LJURISDICTION CODES

YEAR & RATES

CO SC CI CL DD MD RD PD HD ED WU FT  
M 8 1 1

TAXES

P&I

ATT

VALUES

ST/WRU PCT 1	COUNTY	FMLR	SPESCH	ROAD	VILLAGE	HOSPITAL	NHC COL	FIRE # 1	DRN	M.U.D.S	ISD 8	CED
1994 PAID	2459.56	ON	01.31.95	PI	0.00	LEGAL	0.00	PAID AMT	2459.56			
1995 PAID	2418.82	ON	01.04.96	PI	0.00	LEGAL	0.00	PAID AMT	2418.82			
1996 PAID	2476.24	ON	12.30.96	PI	0.00	LEGAL	0.00	PAID AMT	2476.24			
1997 PAID	2589.30	ON	01.08.98	PI	0.00	LEGAL	0.00	PAID AMT	2589.30			
1998 PAID	2643.18	ON	12.21.98	PI	0.00	LEGAL	0.00	PAID AMT	2643.18			
1999 PAID	2538.13	ON	01.12.00	PI	0.00	LEGAL	0.00	PAID AMT	2538.13			
2000 PAID	2583.57	ON	12.28.00	PI	0.00	LEGAL	0.00	PAID AMT	2583.57			
2001 PAID	2645.68	ON	01.31.02	PI	0.00	LEGAL	0.00	PAID AMT	2645.68			
2002 PAID	2647.24	ON	12.31.02	PI	0.00	LEGAL	0.00	PAID AMT	2647.24			
2003 PAID	2621.41	ON	01.14.04	PI	0.00	LEGAL	0.00	PAID AMT	2621.41			
2004 PAID	2652.87	ON	12.31.04	PI	0.00	LEGAL	0.00	PAID AMT	2652.87			
2005 PAID	2643.80	ON	12.31.05	PI	0.00	LEGAL	0.00	PAID AMT	2643.80			
2006 PAID	2485.82	ON	01.31.07	PI	0.00	LEGAL	0.00	PAID AMT	2485.82			

TOTALS DUE

TAX

P&I

ATT

BASE AMT DUE	AMT OF P&I	TOTAL LEGAL	TOTAL DUE
0.00	0.00	0.00	0.00

\*\*\*\* TAXES FOR THE 2007 TAX YEAR HAVE NOT YET BEEN CALCULATED \*\*\*\*

J. R. MOORE, JR.  
TAX ASSESSOR-COLLECTOR  
MONTGOMERY COUNTY, TEXAS

THIS IS TO CERTIFY THAT AFTER A CAREFUL CHECK OF THE TAX RECORDS OF THIS  
OFFICE THAT THIS CERTIFICATE INDICATES THE AMOUNT OF DELINQUENT TAXES.

BY JUANITA B. DEPUTY

IF THE ABOVE SPECIFIED PROPERTY HAS OR IS RECEIVING SPECIAL VALUATION BASED ON ITS USE;

313-11-1166

ADDITIONAL ROLLBACK TAXES MAY BECOME DUE A

ND ARE NOT INDICATED BY THIS DOCUMENT.

313-11-1167

TAX CERTIFICATE AS OF Mar OF 2007 RUN ON 03.19.2007

ISSUED TO:

ACCOUNT NO. 00.0039.00.04501  
DESCRIPTION TONG J B TR 45 U/D /2 INT

CERTIFICATE NO. 86021238  
AC-SF-DI 15.060 AC

ROCKING D LAND AND CATTLE CO LTD  
2201 S FM 51 STE 600  
DECATUR TX 76234-3748

IN 30.119, ACRES 15.060

TAXROLL NAME ROCKING D LAND AND CATTLE CO LJURISDICTION CODES

YEAR & RATES

TAXES

P&I

ATT

VALUES

CO SC CI CL DD MD RD PD HD ED WU FT  
M 8 1 1

ST/WRU PCT 1	COUNTY	FMLR	SPESCH	ROAD	VILLAGE	HOSPITAL	NHC COL	FIRE # 1	DRN	M.U.D.S	ISD 8	CED
1994 PAID	250.48	ON	01.31.95	PI	0.00	LEGAL	0.00	PAID AMT	250.48			
1995 PAID	246.77	ON	01.04.96	PI	0.00	LEGAL	0.00	PAID AMT	246.77			
1996 PAID	251.65	ON	12.30.96	PI	0.00	LEGAL	0.00	PAID AMT	251.65			
1997 PAID	254.81	ON	01.08.98	PI	0.00	LEGAL	0.00	PAID AMT	254.81			
1998 PAID	263.29	ON	12.21.98	PI	0.00	LEGAL	0.00	PAID AMT	263.29			
1999 PAID	252.29	ON	01.12.00	PI	0.00	LEGAL	0.00	PAID AMT	252.29			
2000 PAID	33.73	ON	12.28.00	PI	0.00	LEGAL	0.00	PAID AMT	33.73			
2001 PAID	34.53	ON	01.31.02	PI	0.00	LEGAL	0.00	PAID AMT	34.53			
2002 PAID	38.35	ON	12.31.02	PI	0.00	LEGAL	0.00	PAID AMT	38.35			
2003 PAID	37.98	ON	01.14.04	PI	0.00	LEGAL	0.00	PAID AMT	37.98			
2004 PAID	38.44	ON	12.31.04	PI	0.00	LEGAL	0.00	PAID AMT	38.44			
2005 PAID	38.30	ON	12.31.05	PI	0.00	LEGAL	0.00	PAID AMT	38.30			
2006 PAID	36.02	ON	01.31.07	PI	0.00	LEGAL	0.00	PAID AMT	36.02			
TOTALS DUE												

TAX

P&I

ATT

BASE AMT DUE	AMT OF P&I	TOTAL LEGAL	TOTAL DUE
0.00	0.00	0.00	0.00

\*\*\*\* TAXES FOR THE 2007 TAX YEAR HAVE NOT YET BEEN CALCULATED \*\*\*\*

J. B. MOORE, JR.  
TAX ASSESSOR-COLLECTOR  
MONTGOMERY COUNTY, TEXAS  
THIS IS TO CERTIFY THAT AFTER A CAREFUL CHECK OF THE TAX RECORDS OF THIS  
OFFICE THAT THIS CERTIFICATE INDICATES THE AMOUNT OF DELINQUENT TAXES.  
BY JUANITA W. [Signature] DEPUTY

IF THE ABOVE SPECIFIED PROPERTY HAS OR IS RECEIVING SPECIAL VALUATION BASED ON ITS USE;

313-11-1168

ND ARE NOT INDICATED BY THIS DOCUMENT.

ADDITIONAL ROLLBACK TAXES MAY BECOME DUE A

---

TAX CERTIFICATE AS OF Mar OF 2007 RUN ON 03.19.2007

ISSUED TO:

ROCKING D LAND AND CATTLE CO LTD  
2201 S FM 51 STE 600  
DECATUR TX 76234-3748

ACCOUNT NO. 00.0039.00.04002  
DESCRIPTION A0039 TONG J B, TRACT 32,3  
9,40,68, ACRES 235.088

CERTIFICATE NO. 86021239  
AC-SF-DI 235.088 AC

TAXROLL NAME ROCKING D LAND AND CATTLE CO LJURISDICTION CODES

YEAR & RATES

TAXES

P&I

ATT

VALUES

CO SC CI CL DD MD RD PD HD ED WU FT  
M 8 1 1

ST/WRU	BOND	COUNTY	FMLR	SPESCH	ROAD	VILLAGE	HOSPITAL	NHC COL	FIRE # 1	DRN	M.U.D.S	ISD 8	CED
1994 PAID	7936.39	ON	01.31.95	PI	0.00 LEGAL	0.00 PAID AMT	7936.39						
1995 PAID	7794.49	ON	01.04.96	PI	0.00 LEGAL	0.00 PAID AMT	7794.49						
1996 PAID	7998.72	ON	12.30.96	PI	0.00 LEGAL	0.00 PAID AMT	7998.72						
1997 PAID	9321.81	ON	01.07.03	PI	0.00 LEGAL	0.00 PAID AMT	9321.81						
1998 PAID	9485.85	ON	01.07.03	PI	0.00 LEGAL	0.00 PAID AMT	9485.85						
1999 PAID	9043.99	ON	01.07.03	PI	0.00 LEGAL	0.00 PAID AMT	9043.99						
2000 PAID	9173.15	ON	01.07.03	PI	0.00 LEGAL	0.00 PAID AMT	9173.15						
2001 PAID	9318.28	ON	01.07.03	PI	0.00 LEGAL	0.00 PAID AMT	9318.28						
2002 PAID	6937.92	ON	12.31.02	PI	0.00 LEGAL	0.00 PAID AMT	6937.92						
2003 PAID	6849.37	ON	01.14.04	PI	0.00 LEGAL	0.00 PAID AMT	6849.37						
2004 PAID	6932.85	ON	12.31.04	PI	0.00 LEGAL	0.00 PAID AMT	6932.85						
2005 PAID	6875.31	ON	12.31.05	PI	0.00 LEGAL	0.00 PAID AMT	6875.31						
2006 PAID	6468.53	ON	01.31.07	PI	0.00 LEGAL	0.00 PAID AMT	6468.53						
TOTALS DUE													

TAX

P&I

ATT

BASE AMT DUE	AMT OF P&I	TOTAL LEGAL	TOTAL DUE
0.00	0.00	0.00	0.00

\*\*\*\* TAXES FOR THE 2007 TAX YEAR HAVE NOT YET BEEN CALCULATED \*\*\*\*

J. L. MOORE, JR.  
TAX ASSESSOR-COLLECTOR  
MONTGOMERY COUNTY, TEXAS

THIS IS TO CERTIFY THAT AFTER A CAREFUL CHECK OF THE TAX RECORDS OF THIS  
COUNTY THAT THIS CERTIFICATE INDICATES THE AMOUNT OF DELINQUENT TAXES.

BY: JUANITA W. [Signature]

IF THE ABOVE SPECIFIED PROPERTY HAS OR IS RECEIVING SPECIAL VALUATION BASED ON ITS USE;

313-11-1170

ADDITIONAL ROLLBACK TAXES MAY BECOME DUE A

ND ARE NOT INDICATED BY THIS DOCUMENT.

TAX CERTIFICATE AS OF Mar OF 2007 RUN ON 03.19.2007

ISSUED TO:

ROCKING D LAND AND CATTLE CO LTD  
2201 S FM 51 STE 600  
DECATUR TX 76234-3748

ACCOUNT NO. 00.0198.00.03800  
DESCRIPTION A0198 ELKINS JAMES, TRACT  
38, ACRES 42.530

CERTIFICATE NO. 86021240  
AC-SF-DI 42.530 AC

YEAR & RATES  
TAXES  
P&I  
ATT  
VALUES

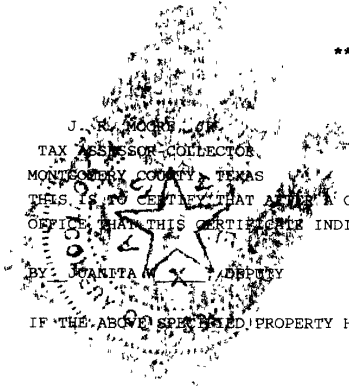
TAXROLL NAME ROCKING D LAND AND CATTLE CO LJURISDICTION CODES  
CO SC CI CL DD MD RD PD HD ED WU FT  
M 8 1 1

	ST/WRU	PCT	1	COUNTY	FMLR	SPESCH	ROAD	VILLAGE	HOSPITAL	NHC	COL	FIRE #	1	DRN	M.U.D.S	ISD	8	CED
1994 PAID	1359.02	ON	01.31.95	PI	0.00	LEGAL	0.00	PAID AMT	1359.02									
1995 PAID	1336.35	ON	01.04.96	PI	0.00	LEGAL	0.00	PAID AMT	1336.35									
1996 PAID	1368.42	ON	12.30.96	PI	0.00	LEGAL	0.00	PAID AMT	1368.42									
1997 PAID	1375.63	ON	01.08.98	PI	0.00	LEGAL	0.00	PAID AMT	1375.63									
1998 PAID	1414.27	ON	12.21.98	PI	0.00	LEGAL	0.00	PAID AMT	1414.27									
1999 PAID	1357.32	ON	01.12.00	PI	0.00	LEGAL	0.00	PAID AMT	1357.32									
2000 PAID	94.95	ON	12.28.00	PI	0.00	LEGAL	0.00	PAID AMT	94.95									
2001 PAID	97.24	ON	01.31.02	PI	0.00	LEGAL	0.00	PAID AMT	97.24									
2002 PAID	107.97	ON	12.31.02	PI	0.00	LEGAL	0.00	PAID AMT	107.97									
2003 PAID	106.92	ON	01.14.04	PI	0.00	LEGAL	0.00	PAID AMT	106.92									
2004 PAID	108.20	ON	12.31.04	PI	0.00	LEGAL	0.00	PAID AMT	108.20									
2005 PAID	107.82	ON	12.31.05	PI	0.00	LEGAL	0.00	PAID AMT	107.82									
2006 PAID	101.39	ON	01.31.07	PI	0.00	LEGAL	0.00	PAID AMT	101.39									
TOTALS DUE																		

TAX  
P&I  
ATT

BASE AMT DUE	AMT OF P&I	TOTAL LEGAL	TOTAL DUE
0.00	0.00	0.00	0.00

\*\*\*\* TAXES FOR THE 2007 TAX YEAR HAVE NOT YET BEEN CALCULATED \*\*\*\*



THIS IS TO CERTIFY THAT AFTER A CAREFUL CHECK OF THE TAX RECORDS OF THIS OFFICE THAT THIS CERTIFICATE INDICATES THE AMOUNT OF DELINQUENT TAXES.

IF THE ABOVE SPECIFIED PROPERTY HAS OR IS RECEIVING SPECIAL VALUATION BASED ON ITS USE;



313-11-1172

ADDITIONAL ROLLBACK TAXES MAY BECOME DUE A

ND ARE NOT INDICATED BY THIS DOCUMENT.

313-11-1173

TAX CERTIFICATE AS OF Mar OF 2007 RUN ON 03.19.2007

ISSUED TO:

ACCOUNT NO. 00.0313.00.06300

CERTIFICATE NO. 86021241

ROCKING D LAND AND CATTLE CO LTD  
2201 S FM 51 STE 600  
DECATUR TX 76234-3748

DESCRIPTION A0313 LONIS GEO W, TRACT 6

AC-SF-DI 68.000 AC

3, ACRES 68.000

TAXROLL NAME ROCKING D LAND AND CATTLE CO LJURISDICTION CODES

CO SC CI CL DD MD RD FD HD ED WU FT  
M 8 1 1

YEAR & RATES  
TAXES  
P&I  
ATT  
VALUES

ST/WRU PCT 1	COUNTY	FMLR	SPESCH	ROAD	VILLAGE	HOSPITAL	NHC COL	FIRE # 1	DRN	M.U.D.S	ISD 8	CED
1994 PAID	176.54 ON	01.31.95	PI	0.00 LEGAL	0.00 PAID AMT	176.54						
1995 PAID	173.62 ON	01.04.96	PI	0.00 LEGAL	0.00 PAID AMT	173.62						
1996 PAID	177.74 ON	12.30.96	PI	0.00 LEGAL	0.00 PAID AMT	177.74						
1997 PAID	185.86 ON	01.08.98	PI	0.00 LEGAL	0.00 PAID AMT	185.86						
1998 PAID	155.22 ON	12.21.98	PI	0.00 LEGAL	0.00 PAID AMT	155.22						
1999 PAID	149.04 ON	01.12.00	PI	0.00 LEGAL	0.00 PAID AMT	149.04						
2000 PAID	151.72 ON	12.28.00	PI	0.00 LEGAL	0.00 PAID AMT	151.72						
2001 PAID	155.37 ON	01.31.02	PI	0.00 LEGAL	0.00 PAID AMT	155.37						
2002 PAID	172.74 ON	12.31.02	PI	0.00 LEGAL	0.00 PAID AMT	172.74						
2003 PAID	171.06 ON	01.14.04	PI	0.00 LEGAL	0.00 PAID AMT	171.06						
2004 PAID	173.11 ON	12.31.04	PI	0.00 LEGAL	0.00 PAID AMT	173.11						
2005 PAID	172.52 ON	12.31.05	PI	0.00 LEGAL	0.00 PAID AMT	172.52						
2006 PAID	162.22 ON	01.31.07	PI	0.00 LEGAL	0.00 PAID AMT	162.22						
TOTALS DUE												

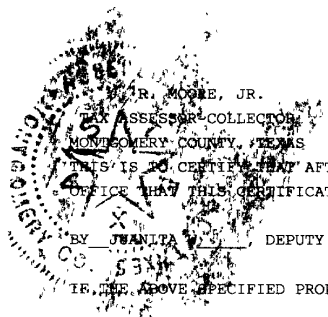
TAX

P&I

ATT

BASE AMT DUE	AMT OF P&I	TOTAL LEGAL	TOTAL DUE
0.00	0.00	0.00	0.00

\*\*\*\* TAXES FOR THE 2007 TAX YEAR HAVE NOT YET BEEN CALCULATED \*\*\*\*



J. R. MOORE, JR.

TAX ASSESSOR-COLLECTOR  
MONTGOMERY COUNTY, TEXAS

THIS IS TO CERTIFY THAT AFTER A CAREFUL CHECK OF THE TAX RECORDS OF THIS  
OFFICE THAT THIS CERTIFICATE INDICATES THE AMOUNT OF DELINQUENT TAXES.

BY JUANITA DEPUTY

IF THE ABOVE SPECIFIED PROPERTY HAS OR IS RECEIVING SPECIAL VALUATION BASED ON ITS USE;

313-11-1174

ND ARE NOT INDICATED BY THIS DOCUMENT.

ADDITIONAL ROLLBACK TAXES MAY BECOME DUE A

313-11-1175

TAX CERTIFICATE AS OF Mar OF 2007 RUN ON 03.19.2007

ISSUED TO:

ACCOUNT NO. 00.0313.00.06305  
DESCRIPTION A0313 LONIS GEO W, TRACT 6

CERTIFICATE NO. 86021242

AC-SF-DI 38.000 AC

ROCKING D LAND AND CATTLE CO LTD  
2201 S FM 51 STE 600  
DECATUR TX 76234-3748

3-A, ACRES 38.000

TAXROLL NAME ROCKING D LAND AND CATTLE CO LJURISDICTION CODES

CO SC CI CL DD MD RD FD HD ED WU FT  
M 8 1 1

YEAR & RATES  
TAXES  
P&I  
ATT  
VALUES

ST/WRU	BOND	COUNTY	FMLR	SPESCH	ROAD	VILLAGE	HOSPITAL	NHC	COL	FIRE # 1	DRN	M.U.D.S	ISD	8	CED
1994 PAID	448.44	ON	01.31.95	PI	0.00 LEGAL	0.00	PAID AMT	448.44							
1995 PAID	441.01	ON	01.04.96	PI	0.00 LEGAL	0.00	PAID AMT	441.01							
1996 PAID	451.48	ON	12.30.96	PI	0.00 LEGAL	0.00	PAID AMT	451.48							
1997 PAID	472.09	ON	01.08.98	PI	0.00 LEGAL	0.00	PAID AMT	472.09							
1998 PAID	481.92	ON	12.21.98	PI	0.00 LEGAL	0.00	PAID AMT	481.92							
1999 PAID	462.77	ON	01.12.00	PI	0.00 LEGAL	0.00	PAID AMT	462.77							
2000 PAID	84.78	ON	12.28.00	PI	0.00 LEGAL	0.00	PAID AMT	84.78							
2001 PAID	86.82	ON	01.31.02	PI	0.00 LEGAL	0.00	PAID AMT	86.82							
2002 PAID	96.53	ON	12.31.02	PI	0.00 LEGAL	0.00	PAID AMT	96.53							
2003 PAID	95.59	ON	01.14.04	PI	0.00 LEGAL	0.00	PAID AMT	95.59							
2004 PAID	96.74	ON	12.31.04	PI	0.00 LEGAL	0.00	PAID AMT	96.74							
2005 PAID	96.41	ON	12.31.05	PI	0.00 LEGAL	0.00	PAID AMT	96.41							
2006 PAID	90.65	ON	01.31.07	PI	0.00 LEGAL	0.00	PAID AMT	90.65							
TOTALS DUE															

TAX

P&I

ATT

BASE AMT DUE	AMT OF P&I	TOTAL LEGAL	TOTAL DUE
0.00	0.00	0.00	0.00

\*\*\*\* TAXES FOR THE 2007 TAX YEAR HAVE NOT YET BEEN CALCULATED \*\*\*\*

J. W. MOORE, JR.  
TAX ASSESSOR COLLECTOR  
MONROE COUNTY, TEXAS

THIS IS TO CERTIFY THAT AFTER A CAREFUL CHECK OF THE TAX RECORDS OF THIS  
OFFICE THAT THIS CERTIFICATE INDICATES THE AMOUNT OF DELINQUENT TAXES.

DEPUTY

IF THE ABOVE SPECIFIED PROPERTY HAS OR IS RECEIVING SPECIAL VALUATION BASED ON ITS USE;

313-11-1176

ADDITIONAL ROLLBACK TAXES MAY BECOME DUE A

ND ARE NOT INDICATED BY THIS DOCUMENT.

**RECORDER'S MEMORANDUM:**

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

FILED FOR RECORD  
07 MAR 30 PM 2:41

*Mark Turnbull*  
COUNTY CLERK  
MONTGOMERY COUNTY, TEXAS

STATE OF TEXAS  
COUNTY OF MONTGOMERY

I hereby certify this instrument was filed in File Number Sequence on the date and at the time stamped herein by me and was duly RECORDED in the Official Public Records of Real Property at Montgomery County, Texas.

MAR 30 2007



*Mark Turnbull*  
County Clerk  
Montgomery County, Texas

2007-036741

313-11-1990

60

**DECLARATIONS OF COVENANTS,  
CONDITIONS AND RESTRICTIONS  
FOR  
EMERALD LAKES, SECTION ONE**

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**TABLE OF CONTENTS**

ARTICLE I. DEFINITION OF TERMS.....2

ARTICLE II. PURPOSE AND INTENT .....6

ARTICLE III. PROPERTY SUBJECT TO RESTRICTIONS .....6

    A. Property Encumbered.....6

ARTICLE IV. EMERALD LAKES PROPERTY OWNERS ASSOCIATION

    MEMBERSHIP AND VOTING RIGHTS .....6

    A. Organization.....6

    B. Purposes .....6

    C. Board of Directors.....7

    D. Eligibility .....7

    E. Membership .....7

    F. Voting Rights .....8

        1. Class A Membership.....8

        2. Class B Membership .....8

    G. Reversion .....9

    H. Voting Procedures.....9

ARTICLE V. EFFECTIVE DATE OF DECLARATION.....9

ARTICLE VI. USE RESTRICTIONS; STREETS; EASEMENTS;  
RESERVES; AND COMMON AREAS.....9

    A. Residential Uses Permitted .....9

    B. Non-Permitted Uses .....11

    C. Parking and Prohibited Vehicles.....11

D.	Screening.....	12
E.	Outside Storage and Trash Collection .....	12
F.	Streets, Easements, Reserves and Common Areas .....	12
	1. Reservations, Exceptions and Dedications; General.....	12
	2. Additional Easement Rights .....	13
	3. Easements for Emerald Lake, Emerald Park, Emerald Dam, Use, Maintenance, Flood Water and other Reserves, and Common Areas .....	14
	4. Recreation Reserves.....	16
	5. Entrance Reserves.....	17
	6. Well Site Buffer Zone Easement .....	17
	7. Dam Maintenance and Access Easement.....	18
	8. Central Water .....	18
	9. Streets.....	18
G.	Signs.....	19
H.	Common Areas .....	19
I.	Deed Restriction Enforcement.....	20
	1. Authority to Promulgate Rules and Regulations.....	20
	2. Attorney's Fees and Fines.....	20
	3. Remedies.....	20
J.	Antennas .....	20
K.	General Nuisances.....	21
L.	Tree Removal.....	22
M.	Animals, Pets .....	22
N.	Hunting .....	23
O.	Swimming Pools/Spas .....	23
P.	Barns, Out Buildings/Accessory Buildings.....	23
Q.	Window Air Conditioning Units.....	24
R.	Emerald Lake and Emerald Creeks.....	24
S.	Ponds and Other Water Bodies .....	25
T.	Outdoor Lighting.....	26



U.	Combining/Subdividing of Lots .....	26
V.	Declarant's Special Use .....	27
W.	Responsibility for Damage to Property During Construction.....	27
X.	Walls, Fences and Hedges .....	27
Y.	Sales Office.....	28
<b>ARTICLE VII. ARCHITECTURAL RESTRICTIONS .....</b>		<b>28</b>
A.	Architectural Review Committee ("ARC").....	29
B.	ARC Approval Required.....	29
C.	Building Setbacks .....	31
D.	Landscaping .....	32
E.	Grading and Drainage .....	32
F.	Temporary Structures.....	32
G.	Exterior Materials .....	33
H.	Plate Height.....	33
I.	Roofing Materials .....	33
J.	Septic and Water Systems.....	34
K.	Utility Lines for Electrical, Telephone and/or Cable .....	34
L.	Gates, Entrances and Driveways.....	34
M.	Orientation of Dwellings.....	35
N.	Garages.....	35
O.	Minimum Square Footage.....	35
P.	Location of Structures Relative to Flood Plain.....	36
Q.	Foundations.....	36
R.	Standards and Procedures .....	37
S.	Inspection .....	37
T.	Building Fee .....	38

<b>ARTICLE VIII. MAINTENANCE</b> .....	38
A. General Maintenance .....	38
B. Maintenance of and Street Right-of-Ways.....	39
C. Liability, Cost and Approval.....	39
<b>ARTICLE IX. VARIANCES</b> .....	40
<b>ARTICLE X. LIMITATION OF LIABILITY</b> .....	40
<b>ARTICLE XI. ASSESSMENTS</b> .....	41
A. Creation of the Lien and Personal Obligation of Assessments .....	41
B. Purpose of Assessments.....	41
C. Annual Assessment.....	42
1. Creation.....	42
2. Rate .....	42
3. Commencement .....	42
4. Proration.....	43
5. Levying of the Annual Assessment.....	43
D. Special Assessments for Capital Improvements .....	43
E. Collection and Remedies for Assessments .....	44
F. Subordination of the Maintenance Lien to Certain Mortgages.....	45
G. Notice of Delinquency .....	46
H. Exempted Lots .....	46
<b>ARTICLE XII. MODIFICATION AND TERMINATION OF COVENANTS</b> .....	46
<b>ARTICLE XIII. ALTERNATE DISPUTE RESOLUTION</b> .....	47
A. Dispute Resolution.....	47
B. Outside Mediator .....	47

- C. Mediation Is Not a Waiver .....48
- D. Assessment Collection and Lien Foreclosure .....48

**ARTICLE XIV. ENFORCEMENT .....48**

**ARTICLE XV. GENERAL PROVISIONS .....49**

- A. Severability .....49
- B. Compliance with Laws.....49
- C. Gender and Number .....50
- D. Headlines.....50
- E. Governing Law .....50
- F. Books and Records .....50
- G. Notices .....50
- H. Mergers .....51
- I. Current Address and Occupants.....51
- J. Security .....51

**SIGNATURE(S).....52**

**ACKNOWLEDGEMENT(S) .....53**

**CONSENT BY LIENHOLDER .....54**

**DECLARATION OF COVENANTS,  
CONDITIONS AND RESTRICTIONS  
FOR  
EMERALD LAKES, SECTION ONE**

STATE OF TEXAS                   §  
  §  
COUNTY OF MONTGOMERY       §

THIS DECLARATION is made on the date hereinafter set forth by Lake Forest Development, LLC, a Texas limited liability company (“Declarant”).

**WITNESSETH:**

WHEREAS, Declarant is the owner of land comprising Emerald Lakes, Section One, a subdivision of 132.92 acres and containing 87 Lots, in 4 blocks, and six (6) Restricted Reserves, according to the map or plat thereof, recorded in Cabinet Z, Sheets 730 - 736, of the Map Records of Montgomery County, Texas (the “Property”); and

WHEREAS, Declarant intends to develop the Property as a residential subdivision, and to provide and adopt a uniform plan of development including assessments, conditions, covenants, easements, reservations, and restrictions designed to govern, control and preserve the values and amenities of the Property for the development, improvement, aesthetic considerations, sale, common welfare of the community, use and enjoyment of the Property as a residential subdivision; and

WHEREAS, Declarant desires to subject the Property to the assessments, conditions, covenants, easements, reservations, and restrictions hereinafter set forth, for the benefit of the Property and of any additional properties that may hereafter be brought within the scheme of development of Emerald Lakes and subjected to this Declaration or a similar declaration of covenants, conditions and restrictions, including future sections of Emerald Lakes, and of each Owner of any part of the Property or such additional properties; and

WHEREAS, for the efficient preservation of the amenities in said subdivision and enforcement of this Declaration, a property owners association (the "Association") has been or will be created, to which shall be delegated and assigned the power of administering and enforcing these assessments, conditions, covenants, easements, reservations and restrictions, including levying, collecting and disbursing the assessments; and

WHEREAS, the Association has been or will be incorporated as a non-profit corporation under the laws of the State of Texas. The Directors of the Association have established or will establish certain Bylaws by which the Association shall be governed through its Board of Directors, for the purpose of exercising the functions aforesaid and any other duties as set out in the Bylaws and/or other dedicatory instruments, as that term is defined in the Texas Property Code.

NOW, THEREFORE, Declarant hereby declares that the Property shall be developed, improved, sold, used and enjoyed in accordance with, and subject to the following plan of development, including the assessments, conditions, covenants, easements, reservations, and restrictions hereinafter set forth, all of which are hereby adopted for, and placed upon, said Property and shall run with the Property and be binding on all parties now and at anytime hereinafter, having or claiming any right, title or interest in the Property or any part thereof, their heirs, executors, administrators, successors and assigns, regardless of the source of, or the manner in which any such right, title or interest is or may be acquired, and shall inure to the benefit of the Declarant and each Owner of any part of the Property or of any additional properties that may hereafter be brought within the scheme of development of the Emerald Lakes subdivision and subjected to this Declaration or a similar declaration, including future sections of Emerald Lakes.

## ARTICLE I.

### DEFINITION OF TERMS

The following words when used herein shall have the following meanings when capitalized (unless the context requires otherwise and the term is then not capitalized):

- A. "Animal Unit" means a mother and her unweaned offspring. A weaned offspring is considered an Animal Unit.

- B. "Annexable Area" means all or any portion of (i) that certain real property described in Deed dated July 31, 2006 from Rockin' D Land & Cattle Company, Ltd. to SKJ, Inc. and RADIUS Investments, LLC, of record in the Official Public Records of Real Property of Montgomery County, Texas under Clerk's File No. 2006-088944, (ii) that certain 47.5374 acre tract and that certain 1.3622 acre tract described in Deed dated July 31, 2006 from David B. Canada to SKJ, Inc. and RADIUS Investments, LLC, of record in the Official Public Records of Real Property of Montgomery County, Texas under Clerk's File No. 2006-088945, (iii) that certain 5.171 acre tract described in Deed dated October 19, 2006 from John Adamick, Jr. to SKJ, Inc. and RADIUS Investments, LLC, of record in the Official Public Records of Real Property of Montgomery County, Texas under Clerk's File No. 2006-127093 and (iv) any other tracts or parcels of land situated adjacent to or in close proximity to the Property or the tracts referenced in (i), (ii) or (iii) and now owned or hereafter acquired by Declarant.
- C. "Annual Assessment" means the assessment levied against the Lots as set out in Article XI, Section C of this Declaration.
- D. "ARC" means the Architectural Review Committee established for the Property as set forth in Article VII, Section A of this Declaration
- E. "Architectural Guidelines" mean a publication of the ARC, if any, that may set forth various standards relating to exterior harmony of any and all improvements placed upon or constructed on any Lot, which publication may be amended without notice to Owners.
- F. "Assessments" means the Annual Assessment and the Special Assessment levied against all Lots as set out in Article XI and any other charge authorized by this Declaration, the Bylaws, or the Rules and Regulations.
- G. "Association" means Emerald Lakes Property Owners Association, a Texas non-profit corporation, and its successors, which has jurisdiction over all property encumbered by this Declaration and any other properties brought within the jurisdiction of the Association.

- H. "Board" means the duly elected Board of Directors of the Association as provided in the Bylaws.
- I. "Bylaws" means the bylaws of Emerald Lakes Property Owners Association, as they may be amended from time to time.
- J. "Common Area" means all real property owned in fee or held in easement by the Association for the common use and/or enjoyment of the Owners and shall include any areas designated by Declarant to be conveyed by deed or easement to the Association.
- K. "Declarant" means Lake Forest Development, LLC, and to any entity which succeeds to all or substantially all of the Property by merger, consolidation or conveyance and to whom Lake Forest Development, LLC's rights and privileges as the developer and declarant hereunder are assigned, as evidenced by a written instrument recorded in the Official Public Records of Real Property of Montgomery County, Texas.
- L. "Declaration" means this Declaration of Covenants, Conditions, and Restrictions for Emerald Lakes, Section One or supplemental declaration and/or amendments thereto.
- M. "Dwelling" means a structure or structures intended for residential use.
- N. "Emerald Lake" means the lake or body of water lying north of and adjacent to the north boundary of the Property.
- O. "Hardscape" shall include but not be limited to such items as rocks, landscape timbers, railroad ties, fountains, statuary, sculpture, terracing materials, lawn swings, and yard art.
- P. "Homesite" means one or more Lots upon which a single family Dwelling may be erected subject to this Declaration.

- Q. "Lot" or "Lots" means any one or more of the numbered parcels of property as depicted on the Subdivision Plat and encumbered by this Declaration. Homesites may be comprised of more than one Lot. Each such Lot will be subject to the rights and duties of membership in the Association.
- R. "Member" means an Owner, as defined in this article.
- S. "Owner" means an owner of any Lot constituting a part of the Property including Declarant. Persons or entities holding title only as a lienholder and the owner of a mineral interest only shall not be an Owner for purposes of this Declaration.
- T. "Property" means all of the property subject to this Declaration (i.e., Emerald Lakes, Section One).
- U. "Recreational Sites" means Common Area Property that is set aside for use as recreational facilities, reserves, or green space and is encumbered by this Declaration, a recorded plat, or both.
- V. "Special Assessment" means an assessment levied under Article XI, Section D for a specific purpose.
- W. "Street" or "Streets" means the private streets depicted on the Subdivision Plat.
- X. "Subdivision" and/or "Emerald Lakes" means Emerald Lakes, Section One, as depicted on the map or plat thereof, recorded in Cabinet 2, Sheets 730 - 736 of the Map Records of Montgomery County, Texas, together with any additional properties brought within the scheme of development of Emerald Lakes and subjected to this Declaration or a similar declaration.
- Y. "Subdivision Plat" means the map or plat of Emerald Lakes, Section One, which is recorded in Cabinet 2, Sheets 730 - 736, inclusive, of the Map Records of Montgomery County, Texas.



**ARTICLE II.****PURPOSE AND INTENT**

Emerald Lakes is intended to be a residential development that is planned to feature residential uses.

This Declaration shall serve as the means by which design, maintenance and use of the Property will be established.

**ARTICLE III.****PROPERTY SUBJECT TO RESTRICTIONS****A. Property Encumbered**

The Property that is encumbered by this Declaration and is therefore a part of Emerald Lakes, Section One is more particularly described in the map or plat thereof, recorded in Cabinet Z, Sheets 730 - 736 of the Map Records of Montgomery County, Texas.

**ARTICLE IV.****EMERALD LAKES PROPERTY OWNERS ASSOCIATION,****MEMBERSHIP AND VOTING RIGHTS****A. Organization**

The Association has been or will be organized and formed as a non-profit corporation under the laws of the State of Texas.

**B. Purposes**

The principal purposes of the Association are, in addition to the other purposes and powers set out in this Declaration, the Certificate of Formation of the Association or the Association's Bylaws, the collection, expenditure and management of the Assessments, enforcement of the covenants, conditions and restrictions set out in this Declaration, holding legal title to the Common Area, providing for the maintenance, preservation and architectural control of the Lots, Dwellings, buildings, structures and Common Area within the Subdivision, the repair, maintenance and upkeep

of the drainage and detention facilities within the Subdivision, the general overall supervision of all of the affairs and well being of the Subdivision and the promotion of the health, safety and welfare of the residents within the Subdivision.

**C. Board of Directors**

The Association shall act through a Board of not less than three (3) nor more than seven (7) Directors, which shall manage the affairs of the Association as specified in the Bylaws of the Association.

**D. Eligibility**

Eligibility to vote or serve as a representative, director or officer of the Association, after the expiration of the term of the initial Board of Directors, shall be predicated upon a Member being in good standing with the Association. To be in good standing, the Member must have all assessments of every type and category paid up to date and have no outstanding financial obligations to the Association that are delinquent. Additionally, no Member shall be allowed to vote or hold office if that Member is noted of record (or within the records of) the Association to have a deed restriction violation on one or more Lots in Emerald Lakes.

**E. Membership**

The sole criteria to become a Member of the Association is to hold title to a Lot within Emerald Lakes. This is not to imply that any holder of a mere security interest (such as a mortgagee, or holder of any other lien against property) or the owner of a mineral interest only would be a Member, unless that holder of the security interest has foreclosed and thereby become the Owner of the Lot(s). Membership is appurtenant to and runs with the land. Membership is not severable as an individual right and cannot be separately conveyed to any party or entity. Multiple owners of any single Lot must vote in agreement (under any method they devise among themselves), but in no case shall such multiple Owners cast portions of votes.

All duties and obligations set forth in this Declaration are the responsibility of each Member. No waiver of use of rights of enjoyment created by this Declaration shall relieve Members or their successors or assigns of such duties or obligations. Mandatory membership shall begin with the

execution of this Declaration and shall pass with title to the land (regardless of any method of conveyance) to any subsequent grantee, or successor in title of Members.

In consideration for payment of the Assessments, all Owners of Lots in Emerald Lakes shall have the right to the use and enjoyment of amenities and Common Area in Emerald Lakes.

**F. Voting Rights**

The Association shall have two classes of membership, Class A and Class B, as follows:

**1. Class A Membership:**

Class A Members shall be all Members with the exception of Declarant. Each Class A Member's voting rights shall be based on the number of Lots and shall be determined as follows:

Class A Members shall have one (1) vote for each Lot owned.

**2. Class B Membership:**

The Class B Member shall be Declarant. The Class B Member's voting rights shall be based on the number of Lots owned, and shall be determined as follows:

The Class B Member shall have ten (10) votes for each Lot owned.

Declarant shall retain its Class B membership and retain control and authority to appoint all members of the Board of Directors of the Association until the earlier to occur of the following:

1. The total votes outstanding in Class A Membership equal the total votes outstanding in Class B Membership;

2. January 1, 2020; or

3. When Declarant shall elect to terminate the Class B Membership and shall file a written statement to such effect in the Official Public Records of Real Property of Montgomery County, Texas.

At such time, the Class B Membership shall be converted to Class A Membership and elections shall be held to elect the Members of the Board of Directors of the Association pursuant to the provisions of the Certificate of Formation and the Bylaws of the Association. Provided however, if, prior to January 1, 2020, additional property is subjected to the jurisdiction of the Association as provided in this Declaration, the Class B Membership shall be automatically reinstated subject to further termination (i) when, once again, the total votes outstanding in Class A Membership equals the total votes outstanding in Class B Membership, (ii) on January 1, 2020, or (iii) Declarant shall elect to terminate the Class B Membership, whichever event first occurs.

G. Reversion

Notwithstanding anything to the contrary herein, in the event of any foreclosure, deed in lieu of foreclosure, bankruptcy, or other failure of the Subdivision, or the sale by Declarant of all or substantially all of its interest in the Subdivision, this Declaration may not be amended or modified by any means without the consent of two-thirds (2/3) of the retail Lot Owners. Also in such event, the person(s) or entities which acquire Declarant's interests in the Subdivision shall not take any action inconsistent with this Declaration including assessments, conditions, covenants, easements, reservations, and restrictions designed to govern, control and preserve the values and amenities of the Property for the development, improvement, aesthetic considerations, sale, common welfare of the community, use and enjoyment of the Property as a residential subdivision, including Common Area.

H. Voting Procedures

Class A and Class B Members shall exercise their votes as set out in the Bylaws.

**ARTICLE V.**

**EFFECTIVE DATE OF DECLARATION**

This Declaration shall be effective as of the date this document is recorded in the Official Public Records of Real Property of Montgomery County, Texas.

**ARTICLE VI.**

**USE RESTRICTIONS; STREETS; EASEMENTS; RESERVES; AND COMMON AREAS**

A. Residential Uses Permitted

Homesites within Emerald Lakes shall be used exclusively for single-family residential purposes. The term "single family" as used herein shall refer not only to the architectural design of the Dwelling but also to the permitted number of inhabitants, which shall be limited to a single family, as defined below. Single Family shall mean the use of, and improvement to, a Homesite with no more than two (2) buildings designed for and/or containing facilities for living, sleeping, cooking, and eating therein. In no case may a Homesite contain more than one (1) primary Dwelling, one (1) guest house and one (1) barn, together with such sheds, storage buildings, and other structures as

may be specifically approved by the ARC. If a separate guest house is constructed, it must be built at the same time, or after, the main residence has been constructed and contain not be less than one thousand (1,000) square feet of living space. Only a primary Dwelling and one (1) barn or one (1) guest house or one (1) outbuilding may be constructed and maintained on any Homesite of less than two (2) acres. A barn may include living quarters for use on a non-permanent basis or an apartment for domestic employees and may be built and utilized prior to the main building on a Homesite. No multi-family Dwellings may be constructed on any Homesite. Unless otherwise approved in writing by the ARC in its sole discretion, no barn, guest house, shed, outbuilding or other structure (other than the primary Dwelling and one (1) storage building not exceeding one hundred (100) square feet in size) shall be built on or maintained on any Homesite abutting or contiguous to Emerald Lake. All barns, guest houses, outbuildings or other structures built or erected on any Lot or Homesite in Emerald Lakes must be similar in design, color and materials as the main Dwelling. No building, outbuilding or portion thereof shall be constructed for use as income property, such that tenants would occupy less than the entire Lot and/or Homesite. It is permitted for tenants to lease a residence in Emerald Lakes, Section One, so long as tenants are leasing the entire land and improvements comprising the Homesite.

No structure of a temporary character, mobile home, manufactured home, modular home, trailer, basement, tent, shack, garage or other out buildings shall be used on any tract at any time as a residence, either temporary or permanently.

No Dwelling shall be occupied by more than one (1) single family. A single family shall include and be limited to the Owner or the Owner's tenant and such Owner's or tenant's immediate family (i.e., any number of persons related by blood, adoption or marriage) and not more than one person not so related.

It is not the intent of this provision to exclude from a Lot any individual who is authorized to so remain by any state or federal law. If it is found that this definition is in violation of any law, then this provision shall be interpreted to be as restrictive as possible to preserve as much of the original provision as allowed by law.

**B. Non-Permitted Uses**

No trade or business may be conducted in or from any Dwelling, building, Lot or Homesite, except such use within a Dwelling where (a) the existence or operation of the business activity is not apparent or detectable by sight, sound or smell from outside the Dwelling; (b) the business activity conforms to all zoning requirements and restrictive covenants applicable to the Property; (c) the business activity does not involve visitation of the Dwelling or Homesite by clients, customers, suppliers or other business invitees or door-to-door solicitation of residents of Emerald Lakes; and (d) the business activity is consistent with the residential character of the Property and does not constitute a nuisance, or a hazardous or offensive use, or threaten the security or safety of other residents of Emerald Lakes, as may be determined in the sole discretion of the Board. Without limiting the generality of the foregoing prohibition, it is expressly provided that an auto repair facility, day-care facility, home day-care facility, church, nursery, pre-school, beauty parlor, or barber shop or other similar facility is prohibited.

**C. Parking and Prohibited Vehicles**

Except as provided below, no motor vehicles or non-motorized vehicles, including but not limited to boats, trailers, marine craft, recreational vehicles, camper rigs off of truck, hovercraft, machinery or equipment of any kind, may be parked or stored in the Streets, driveways, easements or right-of-ways. Such vehicle or object may only be parked on a Homesite if it is completely concealed from public view inside a garage, barn, shed, or enclosure approved by the ARC. Passenger automobiles, passenger vans, motorcycles, or pickup trucks that: (a) are in operating condition; (b) are qualified by current vehicle registration and inspection stickers; (c) are in daily use as motor vehicles on the streets and highways of the State of Texas; (d) do not exceed six feet ten inches (6'10") in height, or eight feet (8') in width; and (e) whose appearance is well maintained may be parked in the driveway on a Lot. Parking of any vehicles in a Street for more than twelve (12) hours in any twenty-four (24) hour period or more than seven (7) twelve (12) hour periods in a calendar month is prohibited.

Recreational vehicles, such as motor homes, campers, and boats are not considered vehicles incident to the residential use of a Homesite and therefore are not permitted to be stored on Homesites for any period of time greater than seventy-two (72) hours unless screened from view. Recreational vehicles may not be parked on the Streets.

Four wheelers and similar vehicles will not be allowed on any Streets, roads, or Common Areas. Only street legal cars, trucks and motorcycles, golf carts, utility type carts, and non-motorized vehicles such as bicycles will be allowed on roads, Streets, and Common Areas within the Subdivision. No vehicles with an excessively loud or defective muffler will be allowed within the Subdivision. Bicycles and pedestrians always have the right of way on all Streets and roads within the Subdivision.

**D. Screening**

The drying of clothes in public view is prohibited. All yard equipment, woodpiles or storage piles shall be kept screened (as approved by the ARC) so as to conceal them from public view of neighboring Lots, Streets or other property. All screening designs, locations, and materials are subject to prior ARC approval. Any such screening installed must be maintained in a clean and neat condition at all times, and may not detract from the appearance of the Property.

**E. Outside Storage and Trash Collection**

No equipment, machinery, or building materials of any kind or nature shall be stored in public view on any Homesite unless the equipment, machinery or materials is being used temporarily and is incident to repair or construction of the Dwelling or Homesite. All equipment, machinery, and materials shall be properly stored out of sight of every other Homesite immediately after use of such item, and all trash, debris, excess, or unused materials or supplies shall likewise be disposed of immediately off of the Homesite, or stored out of view until trash collection occurs.

Trash placed outside for collection must be contained to protect from animals or spillage and trashcans must be removed from sight within a reasonable time after collection.

**F. Streets, Easements, Reserves and Common Area**

**1. Reservations, Exceptions and Dedications; General**

The Subdivision Plat dedicates for use as such, subject to the limitations set forth therein, the Streets and easements shown thereon, and such Subdivision Plat further establishes certain restrictions applicable to the Subdivision, including, without limitation, certain minimum setback lines. All dedications, limitations, restrictions and reservations shown on the Subdivision Plat are incorporated herein, and shall be construed as being adopted in each and every contract, deed or

conveyance executed or to be executed by or on behalf of Declarant, conveying the property depicted thereon or any part thereof, whether specifically referred to therein or not.

All sales and conveyances of Lots by contract, deed or other conveyance and dedications of Streets in the Subdivision shall be subject to the dedications, easements and rights-of-way as shown on the Subdivision Plat, and to any easements over, under, along or across such portion of each Lot, as may be reserved in each deed, as being appropriate or necessary for the purpose of installing, using, repairing and maintaining public utilities, water, sewer lines, electric lighting and telephone poles, pipe lines, drainage ditches or structures, and/or any equipment necessary for the performance of any public or quasi-public utility service and functioning, with the right of access thereto for the purpose of further construction, maintenance and repairs. Such easements shall be for the general benefit of the Subdivision and the Owners of properties within the Subdivision and are hereby reserved and created in favor of any and all utility companies into and upon said property for the purposes aforesaid.

Neither Declarant, the Association, nor any utility company using the easements referred to herein shall be liable for any damages done by them, or their assigns, agents, employees or servants, to fences, shrubbery, trees, flowers, structures or buildings or other property situated on the land covered by such easements as a result of construction, maintenance or repair work conducted by Declarant, the Association, the utility company or their assigns, agents, employees or servants.

It is expressly agreed and understood that the title conveyed by Declarant to any Lot or other parcel of land within the Subdivision by contract, deed or other conveyance shall convey no interest in any pipes, lines, poles or conduits, or in any utility facility or appurtenances thereto constructed by or under Declarant, any utility company or any easement owner, or their agents, through, along or upon the premises affected thereby, or any part thereof, to serve said land or other portion of the Subdivision, or the right to maintain, repair, sell or lease such appurtenances to any municipality or other governmental agency or to any public service corporation or to any other party, and such right is hereby expressly reserved.

## 2. Additional Easement Rights

In addition to the easements referenced in Paragraph 1 above, there are hereby reserved unto Declarant, so long as the Declarant owns any Property, the Association, and the designees of each (which may include, without limitation, Montgomery County, the City of Willis and any utility) easements upon, across, over, and under all of the Property to the extent reasonably necessary for the



purpose of installing, replacing, repairing, and maintaining any or all of the following which may exist now or in the future: cable television systems, master television antenna systems, monitoring and similar systems, roads, drives, entrances, dams, walkways, fences, bicycle pathways, wetlands, drainage systems, street lights, signage, and all utilities, including, but not limited to, water, meter boxes, telephone, gas, and electricity, and for the purpose of installing any of the foregoing on Property that Declarant owns or within easements designated for such purposes on recorded plats of the Property. Notwithstanding anything to the contrary herein, the easements provided for in this Paragraph 2 shall not entitle the easement holders to construct or install any of the foregoing systems, facilities, or utilities over, under or through any existing Dwelling, barn, guest house or other permanent structure; and any damage to a Homesite resulting from the exercise of the easement rights shall promptly be repaired by, and at the expense of, the person or entity exercising the easement right. The exercise of the easement rights provided for in the Paragraph 2 shall not unreasonably interfere with the use of any Homesite.

Without limiting the generality of the foregoing, there are hereby reserved for the local water supplier, electric company, telephone company, cable company and natural gas supplier easements across all the Property for ingress, egress, installation, reading, replacing, repairing and maintaining utility meter, boxes, installation equipment, service equipment, and any other device, machinery or equipment necessary for the proper functioning of the utility; however, the exercise of these easement rights shall not extend to unauthorized entry into the Dwelling on any Homesite, except in an emergency. Notwithstanding anything to the contrary contained in this Section, no electrical lines, water lines, or other utilities may be installed or relocated on the Property, except as may be approved by the Board of Directors or Declarant.

3. Easements for Emerald Lake, Emerald Park, Emerald Dam, Use, Maintenance, Flood Water and Other Reserves, and Common Areas

There currently exists on or adjacent to certain of the Lots within the Subdivision a lake and various tributary creeks depicted as Emerald Lake on the Subdivisions Plat. There is expressly reserved for the use and benefit of Declarant, the Association, all Owners, and their respective successors, assigns and designees, the right and easement to keep, maintain, repair and replace Emerald Lake, including the dam, spillway and tributary creeks, in the areas depicted on the Subdivision Plat and the right and easement to go upon and use the surface area of Emerald Lake and the tributary creeks; provided, however, except as otherwise provided in this Declaration, this

easement shall not include the right to use or go upon any portion of any of the affected Lots that are not inundated with the waters of Emerald Lake or the tributary creeks.

Declarant and Association reserve for themselves and their successors, assigns and designees the non-exclusive right and easement, but not the obligation, to enter upon the Emerald Lake, including the dam, spillway, and tributary creeks, and Emerald Park and other landscape reserves, Common Area, creeks, and other bodies of water located within the Property (a) to install, keep, maintain and replace pumps or wells in order to obtain water for the irrigation of any of the Common Area, (b) to construct, maintain and repair any fountain, wall, dam, or other structure retaining water therein, and (c) to remove trash and other debris and fulfill their maintenance responsibilities as provided in this Declaration. Declarant's rights and easements hereunder shall be transferred to the Association at such time as Declarant shall cease to own Property subject to the Declaration, or such earlier time as Declarant may decide, in its sole discretion, and transfer such rights by a written instrument. The Declarant, the Association, and their designees shall have an access easement over and across any of the Lots abutting or containing any portion of Emerald Lake, Emerald Park or Emerald Dam to the extent reasonably necessary to exercise their rights under this Section.

All Owners of Lots abutting Emerald Lake and any tributary creek at Emerald Lakes will allow the Association reasonable access to the lake and creeks for maintenance purposes including: to dredge, deepen, clean, fertilize, dye and generally maintain these waters and the shoreline. All Owners of Lots bordering Emerald Lake and Emerald Lakes creeks will keep all shorelines free of trash and prevent animals from entering and/or polluting these waters or damaging the banks. If a fence is required to prevent animals from entering these waters or damaging the banks, then the property owner will be responsible for installing a fence approved by the ARC, not closer than fifty feet (50') to the waters edge. Nothing herein shall be construed to make Declarant or any other person or entity liable for damage resulting from flood due to hurricanes, heavy rainfall, or other natural disasters.

On all Lots abutting or contiguous to Emerald Lake and any of its tributaries, there is reserved a flowage, flood and storm water detention easement on all portions of said Lots lying below the 288.5 foot contour line.

#### 4. Recreation Reserves

Owners of Lots within the Property are advised that there exist within the Property Restricted Reserve "A" ("Open Space"), Restricted Reserve "B" ("Recreation Area"), Restricted Reserve "C" ("Recreation Area"), and Restricted Reserve "F" ("Recreation Area") (hereinafter, collectively, the "Recreation Reserves"), which reserves are restricted in their use to recreation areas and/or open space. Currently located or to be located within Restricted Reserve "A" is the "Emerald Dam", fishing piers, a walking trail and picnic area. Currently located or to be located within Restricted Reserve "B" is "Emerald Park" and parking and related areas. Currently located or to be located within Restricted Reserve "C" is "Emerald Athletic Facility", parking and related areas. Currently located within Restricted Reserve "F" is "Emerald Barn", parking and related areas. Owners of Lots within the Property hereby agree to hold harmless the Declarant and the Association, and their successors and assigns, and release them from any liability for the placement, construction, design, operation, maintenance and replacement of any recreational facility, including parking areas, in said Recreation Reserves, and agree to indemnify the parties released from any damages they may sustain. Owners further grant an easement to the Declarant and the Association for any incidental noise, lighting, odors, parking and/or traffic which may occur in the normal operation of the Recreation Reserves or recreational facilities which is or may be placed within the Recreation Reserves. The Association has the right to promulgate rules and regulations governing the use of the Recreation Reserves and any recreational facility, if, as, and when such facility is built.

Owners whose lots are adjacent to or abut the Recreation Reserves shall take care and shall not permit any trash, fertilizers, chemicals, petroleum products, environmental hazards or any other foreign matters or animals to infiltrate the Recreation Reserves. Any owner permitting or causing such infiltration shall indemnify and hold harmless the Association for all costs of clean up and remediation necessary to restore the Recreation Reserves to its condition immediately prior to said infiltration.

Except as provided in Section V below ("Declarant's Special Use") the Emerald Lakes Recreation Reserves or Common Area shall never be utilized for any commercial or other public purpose including but not limited to: churches or meetings of groups, religious or charitable organizations; or shows, carnivals, or other group events open to non-property owners at Emerald Lakes. Any private parties held at the Emerald Lakes Recreation Reserves or other Common Area

shall not create a nuisance, cause undue noise, or interfere with the peace of Owners of Lots in Emerald Lakes.

5. Entrance Reserves

Owners of Lots within the Property are advised that there exists Reserves "D" and "E" (hereinafter the "Entrance Reserved") shown on the Subdivision Plat, which are dedicated for use as an entrance to the Subdivision and shall be maintained by the Association. Owners of Lots within the Subdivision hereby agree to hold harmless the Declarant and the Association, and their successors and assigns, and release them from any liability for the placement, construction, design, operation, maintenance and replacement of any improvements on the Entrance Reserves, and agree to indemnify the parties released from any damages they may sustain. Owners further grant an easement to the Declarant and the Association for any incidental noise, lighting, odors, parking and/or traffic which may occur in the normal maintenance of the Entrance Reserves.

Owners whose Lots are adjacent to or abut any Entrance Reserve shall take care and shall not permit any trash, fertilizers, chemicals, petroleum products, environmental hazards or any other foreign matters to infiltrate a Reserve. Any owner permitting or causing such infiltration shall indemnify and hold harmless the Association for all costs of clean up and remediation necessary to restore a Reserve to its condition immediately prior to said infiltration.

6. Well Site Buffer Zone Easement

Depicted on the Subdivision Plat is a "Well Site Easement" affecting portions of Lot 3 in Block 1, Lots 5 and 6 in Block 4, Restricted Reserves "D", "E" and "F" and Emerald Lakes Drive. This easement is a sanitary control and buffer zone easement surrounding the site of the water well that will serve the Subdivision. The construction and/or operation of underground petrochemical storage tanks, stock pens, feed lots, dump grounds, privies, cesspools, septic tanks, septic tank drain fields, drilling of improperly constructed water wells of any depth and all other construction or operation that could create an unsanitary condition within, upon or across said easement is prohibited. Further, tile or concrete sanitary sewers, sewer appurtenances, septic tanks and storm sewers are specifically prohibited within a fifty foot (50') radius of the water well location.

7. Dam Maintenance and Access Easement

Owners of Lot 7, Block 1 are advised that Declarant reserves for itself, the Association, all Owners, and their successors, assigns and designees, the nonexclusive right of passage and access easement, upon, over and across a thirty foot (30') strip along the rear one hundred fifty feet (150') of the northwest property line and a twenty foot (20') strip along the sixty-six foot (66') west property line of said Lot. The Declarant, the Association, and their designees shall have an access easement over and across any of the Property abutting or containing any portion of the Emerald Lake dam to the extent reasonably necessary to construct, maintain or repair any wall, dam, levee, dike or other structure retaining the waters of Emerald Lake and to remove trash and other debris and fulfill their maintenance responsibilities, if any, as provided in this Declaration.

8. Central Water

The Lots in Emerald Lakes will be served by a water system installed, operated and continuously maintained by an independent water utility company in accordance with applicable utility company and governmental requirements. The Association shall have the exclusive right to cancel such service in the event the utility company, its successor, assigns or replacements, fails to construct, operate, repair and maintain a high-quality public water system with adequate water pressure. Except for the well currently situated on Lot 21, Block 1, private water wells will not be allowed on any Lots.

9. Streets

The Streets in the Subdivision are dedicated as private streets for the use and benefit of the Owners and occupants of the Subdivision. The Association shall be responsible for the repair and maintenance of the Streets.

Notwithstanding the fact that all Streets are not dedicated to the public but that each Owner of property in the Subdivision has an appurtenant easement of ingress and egress and use of said Streets, it is specifically provided that the law enforcement officers of Montgomery County, Texas, the State of Texas and other official law enforcement bodies, together with fire trucks and other emergency vehicles and school busses shall have access to the Streets in the exercise of their official duties.

#### G. Signs

No sign or emblem of any kind may be kept or placed upon any Lot or mounted, painted or attached to any Dwelling, fence or other improvement upon such Lot so as to be visible from public view except the following:

An Owner may erect one (1) sign on his Lot identifying the Lot by name, subject to prior ARC approval. By way of example, but not limitation, a sign naming the owner's Lot such as "The Jones" may be installed at the entry to the Lot subject to prior ARC approval.

Subject to prior ARC approval, during construction of the primary Dwelling, the builder may erect and maintain one (1) sign containing the name and phone number of the builder.

The Declarant may place certain information and advertising signs on Reserves without the prior permission of the ARC.

If any sign is placed within Emerald Lakes in violation of this Declaration, the Association or its agents shall be authorized to enter upon any Lot or Homesite and remove and/or dispose of any such sign violation, and in doing so shall not be subject to any liability for trespass, other tort or damages in connection with or arising from such entry, removal and/or disposal nor in any way shall the Association or its agent be liable for any accounting or other claim for such action.

#### H. Common Area

The Association, subject to the rights of the Members set forth in this Declaration and any amendments or supplemental amendments shall be responsible for the exclusive maintenance, management and control of the Common Area and all improvements thereon and shall keep it in good, clean, attractive and sanitary condition. Any Member or his or her guests, family or invitees that causes damage to the Common Area shall be financially responsible for said damage. No Member may appropriate any portion of the Common Areas or any improvement thereon for his or her own use (exclusive or common) unless approved by the Association. The cost of repair, if not timely paid by the Member (within thirty (30) days of notice from the Association) shall be assessed against the Member's Homesite and secured by the continuous lien set forth in Article XI, Section A of this Declaration. The Association will make rules and guidelines for the use of the Common Area, including parties, weddings and other special events that one or more property owners may wish to hold.

I. Deed Restriction Enforcement

1. Authority to Promulgate Rules and Regulations

The Board has the authority to promulgate reasonable rules and regulations concerning enforcement of the covenants and restrictions contained in this Declaration, any supplemental amendment, and/or amendments, and concerning the use and enjoyment of Common Areas.

2. Attorney's Fees and Fines

In addition to all other remedies that may be available, after notice and an opportunity to be heard as required by Section 209 of the Texas Property Code as same may be amended, the Association has the right to collect attorney fees and/or fines as set by the Board from any Owner that is in violation of this Declaration, any applicable supplemental amendment or amendments, any Architectural Guidelines or any other rule or regulation promulgated by the Association. Such attorney's fees and fines shall be secured by the lien set forth in Article XI, Section A.

3. Remedies

Every Owner shall comply with all provisions of this Declaration, the Bylaws, and the rules and regulations of the Association, all other dedicatory instruments of the Association and any amendments or supplements to any of the foregoing. Failure to comply shall be grounds for an action to recover sums due, for damages or injunctive relief, or for any other remedy available at law or in equity, maintainable by the Association. In addition, the Association may avail itself of any and all remedies provided in this Declaration, any amendment, supplemental restriction, the Bylaws or any other dedicatory instruments. Additionally, any Owner shall have the authority to enforce the restrictive covenants set out in this Declaration.

J. Antennas

No exterior antennas, aerials, satellite dishes, or other apparatus for the reception or transmission of television, radio, satellite or other signals of any kind shall be placed, allowed, or maintained upon any portion of the Property, including any Homesite, which is visible from any street, common area or other Lot unless it is impossible to receive/send signals from a non-visible location. In that event the receiving/sending device may be placed in a visible location as approved by the ARC. The ARC may require as much screening as possible while not substantially interfering with reception. In no event will any device be allowed that creates interference with other reception/transmission devices or as determined to be a potential health risk. The Declarant and/or

the Association shall have the right, without obligation, to erect or install an aerial, satellite dish, master antenna, cable system, or other apparatus for the transmission/reception of television, radio, satellite or other signals for the benefit of all or a portion of the Property. No broadcast antenna mast may exceed the height of the center ridge of the roofline. No Multichannel Multipoint Distribution Service ("MMDS") antenna mast may exceed the height of twelve feet (12') above the center ridge of the roofline. The Declarant by promulgating this Section is not attempting to violate the Telecommunications Act of 1996 ("the 1996 Act"), as may be amended from time to time. This Section shall be interpreted to be as restrictive as possible while not violating the 1996 Act.

In the event that it is impossible to send or receive a signal from a non-visible location, the installation of antennas shall be subject to rules and regulations which may be promulgated by the Association setting out preferred alternate locations for antennas.

#### K. General Nuisances

No portion of the Property shall be used, in whole or in part, for the storage of any property or thing that will cause it to appear to be in an unclean or untidy condition or that will be obnoxious to the eye; nor shall any substance, thing, or material be kept upon any portion of the Property that will emit foul or obnoxious odors or that will cause any noise or other condition that will or might disturb the peace, quiet, safety, comfort, or serenity of the occupants of surrounding Homesites, Recreational Sites, or Common Areas.

No noxious, illegal, or offensive activity shall be carried on upon any portion of the Property, nor shall anything be done thereon tending to cause embarrassment, discomfort, annoyance, or nuisance to any person using any portion of the Property. There shall not be maintained any plants, animals, device or thing of any sort whose activities or existence in any way is noxious, dangerous, unsightly, unpleasant, or of a nature as may diminish or destroy the enjoyment of the Property. No speaker, horn, whistle, bell or other sound device, except alarm devices used exclusively for residential monitoring purposes, shall be installed or operated on the Property, unless required by federal, state or local regulation. The use and discharge of firecrackers and other fireworks is prohibited within the Property.

It shall be the responsibility of each Owner to prevent the development of any unclean, unhealthy, unsightly, or unkempt condition on his or her Homesite. The pursuit of hobbies or other visible activities, including specifically, without limiting the generality of the foregoing, the



assembly and disassembly of motor vehicles and other mechanical devices, that might tend to cause disorderly, unsightly, or unkempt conditions, shall not be pursued or undertaken on any part of the Property. Notwithstanding the above, the disassembly and assembly of motor vehicles to perform repair work shall be permitted provided such activities are not conducted on a regular or frequent basis, and are either conducted entirely within an enclosed garage or, if conducted outside, are begun and completed within twelve (12) consecutive hours.

Additionally, it shall be the responsibility of each Owner to maintain all building and vehicle security systems in good working order. Malfunctioning security systems which create undue noise in the Subdivision are declared to be a nuisance for the purpose of this covenant.

**L. Tree Removal**

No trees greater than six inches (6") in diameter measured at a point six inches (6") above the ground shall be removed, except for diseased or dead trees and trees needing to be removed to promote the growth of other trees or for safety reasons, unless approved by the ARC. In the event of an intentional or unintentional violation of this Section, the violator may be required to replace the removed tree with one (1) or more comparable trees of such size and number, and in such locations, as the Association may determine necessary, in its sole discretion, to mitigate the damage.

**M. Animals, Pets**

1. The raising and/or penning of wild game, feedlot operations and commercial operations of any type whatsoever are strictly prohibited. No dangerous exotic pets shall be allowed. This exclusion includes, but is not limited to, lions, tigers, cougars, leopards, pumas, ocelots, hyenas, any and all poisonous snakes or reptiles, large non-native mammals such as elephants, camels, bears, water buffaloes, hippos, warthogs, javelina, etc. Raising, housing, or training any animals on a commercial basis is not allowed.

2. Owners of two (2) or more contiguous acres may keep horse(s). One (1) horse Animal Unit will be allowed for every contiguous acre owned or leased over one (1) acre. (Example: For two (2) contiguous acres, one (1) horse Animal Unit is allowed. For three (3) contiguous acres, two (2) horse Animal Units are allowed.)

Horses are not allowed on any street or common area within Emerald Lakes.

All horses entering or maintained upon any portion of the Property shall have an equine infectious anemia laboratory (coggins) test dated within the previous twelve (12) months and showing a negative test result.

3. Any animal with unweaned offspring shall be deemed and considered to be a single Animal Unit. Otherwise each animal shall be deemed to be a single Animal Unit.

4. Dogs, cats, or other common household pets (collectively, "Pets") are excluded from the term "Animal Unit", provided they are kept for non-commercial purposes. Pets shall not be permitted to roam freely. The Association has the right to adopt rules and regulations concerning the keeping of animals and the means to enforce such. At all times, Owners of dogs and cats must be able to exhibit current rabies vaccinations from a licensed veterinarian. Pit Bulls and other breeds of dogs declared by the Association to be excessively dangerous are expressly prohibited.

5. All lots, pens, and other areas where any animals kept or raised shall be maintained in a neat and clean condition reasonably free from odors and shall be periodically sprayed to restrict and minimize flies and other insects so as not to become a nuisance to Owners of Lots.

**N. Hunting**

No hunting is allowed on the Property. No pistol, rifle, shotgun or any other firearms, bows, crossbows or fireworks or any other device capable of killing or injuring or causing property damage including BB/pellet guns, slingshots, blowguns, shall be discharged on any part of the Property.

**O. Swimming Pools/Spas**

No above ground swimming pools are permitted. All swimming pools and spas require architectural approval as set out in Article VII herein.

**P. Barns, Out Buildings/Accessory Buildings**

No living structure, Dwelling, out building and/or accessory building (including, but not limited to barns, greenhouses, sheds, gazebos, play houses, shade trellis) shall be constructed, modified, or placed on a Lot within Emerald Lakes without the prior written approval of the Association. Any and all improvements, including but not limited to: living structure, Dwelling, out building and/or accessory building (including, but not limited to barns, greenhouses, sheds, gazebos,

play houses and shade trellis) must be constructed and/or modified to be compatible with the "Country Setting" as same is set out herein and the design and materials must be compatible to the main dwelling. The Association shall have the right without the obligation to promulgate rules, regulations and guidelines regarding the size, quality, location and type of these structures.

Q. Window Air Conditioning Units

No window or wall type air conditioners shall be permitted to be used, placed or maintained on or in any building on the Lots, with the exception that window or wall type air conditioners shall be permitted for the benefit of a garage, barn, or outbuilding if such air conditioning unit is located at the rear of the garage unit, barn, or outbuilding is screened from public view, and is screened from view by any other Lot, Common Area or Dwelling unless otherwise approved by the ARC. All window air conditioning units require architectural approval as set out in Article VII herein.

R. Emerald Lake and Emerald Creeks

All Lot Owners, in good standing, may use the surface areas of Emerald Lake and the tributary creeks. Access to the Lake and creeks is allowed only from Emerald Park and Emerald Dam, except for Lot Owners adjoining the Lake or tributary creeks. Only boats with sails, oars or paddles, paddle boats, or boats with electric trolling motors may be used on Emerald Lake and the tributary creeks. No gasoline or diesel motors of any type are allowed except for lake maintenance approved by the Association. Swimming shall not be permitted in Emerald Lake or the tributary creeks; however, the Board may amend this provision in its discretion without the joinder, approval or consent of the Owners. All fishing and fishermen on Emerald Lake or the tributary creeks must be in compliance with Texas Parks and Wildlife safety regulations. All fishing and fishermen on Emerald Lake or the tributary creeks must be in compliance with rules and regulations established for Emerald Lake and the tributary creeks by the Declarant and/or the Association. No Owner may grant any non-Owner permission to fish Emerald Lake or the tributary creeks unless accompanied by Owner at all times. All fishing in Emerald Lake or the tributary creeks shall be catch and release unless expressly permitted by the Association for the purposes of game management or procuring a limited number of trophies. No one may trespass onto the Lots adjoining Emerald Lake or the tributary creeks.

With the approval of the ARC, the Owners of Lots abutting Emerald Lake may build a simple, low profile pier which projects no more than six feet (6') into Emerald Lake. A railing no higher than 4' from the top of the pier will be allowed. Covered piers or boat houses will not be allowed. No more than one vessel shall be berthed at a pier at any time. Any vessels berthed at such piers shall be properly secured and maintained at all times in a good and seaworthy condition, clean, and free from any visible mold or mildew above the water line.

No Lot Owner in Emerald Lakes may draw or pump water from Emerald Lake, tributary creeks, or ponds within the Subdivision for any purpose.

Notwithstanding the foregoing, the Association and the Declarant (for so long as the Declarant owns property that is or may be subjected to this Declaration) may use and regulate the use of Emerald Lake and the tributary creeks for the irrigation of the Common Area or any other purpose deemed appropriate by the Board or Declarant.

The Tiger Lillies surrounding portions of Emerald Lake shall not be cut, eradicated or otherwise disturbed without the consent of the Association, which consent may be granted or withheld in the absolute discretion of the Board.

S. Ponds and Other Water Bodies

Individual ponds may be constructed, subject to prior ARC approval, on a Lot so long as they are maintained so as not to become stagnant and do not interfere with the existing or planned drainage of the Property. No dam or embankment may be constructed on natural drainage, outfall, or waterways that result in backwater effect across existing or proposed public rights of way. Motorized boats (except boats with electric trolling motors) and jet skis are not permitted on any lake or pond within Emerald Lakes.

The Board of Directors has the right to promulgate rules and regulations governing the use of the ponds, and other bodies of water. The Association shall not be responsible for any loss, damage, or injury to any person or property arising out of the authorized or unauthorized use of ponds, or other bodies of water within or adjacent to the Subdivision.

T. Outdoor Lighting

Outdoor lighting shall be permitted subject to prior ARC approval. Mercury vapor, halogen, sodium vapor, or quartz iodine type lights are generally prohibited. Incandescent, reflector, down-directed or flood lights are preferred over the radial light style. Outdoor lighting must be installed so as to minimize the amount of spill light that shines on adjacent properties, homes, streets or on to Emerald Lake. Lighting installed to delineate the perimeter of a Lot is specifically prohibited. In no event shall the lighting be directed to shine in a manner which disturbs a neighbor or directed to shine upward. Decorative up-lighting of trees, Dwellings and entrances may be approved by the ARC.

The Board shall have the authority to require the removal or modification of any lighting which it reasonably determines to be annoying to Owners within Emerald Lakes.

U. Combining/Subdividing of Lots

No lots may be subdivided except as provided in Paragraph 2 below. The combining of Lots, or portions of Lots, is permitted subject to the following provisions.

1. All governmental requirements must be complied with as to combining one Lot with a portion of another Lot. If Lots are combined, the side setback requirements are moved to the resulting perimeter Lot lines after the combination.

2. A Lot may be divided and a portion of that Lot may be purchased by each of the adjacent Lot Owners, so long as the entire Lot is purchased by the adjoining Lot Owners. By way of example, and not limitation, if a Lot is divided between two adjoining Lot Owners, where Owner "A" purchases one-third of the subdivided Lot, then Owner "B" must purchase the remaining two-thirds of the subdivided Lot. Owner "B" may not purchase less than the entire remainder of the subdivided Lot.

3. If any Lot is divided between adjacent Lot Owners, that Lot shall be subject to Annual Assessments in an amount equal to one-half of the regular assessment prorated, however, between the respective Owners of the subdivided Lot based on the proportionate size of each part of the subdivided Lot. Special assessments shall be at the full rate per Lot, proportionally.

4. The Annual and Special Assessment lien created herein shall be a charge and continuing lien upon each portion of the subdivided Lot, and it shall be the personal obligation of the persons or entities who were the Owners of such portion of the Lot at the time when the Assessment became due.

V. Declarant's Special Use

It is specifically agreed by each Owner and stipulated herein that the Declarant, its successors and assigns, will have the right of use of all Common Areas. Such use will be allowed for the purposes of promotion and sale of property by the Declarant and will include the right to issue passes and permits to guests or prospective purchasers of property and Declarant's agents or employees to use and enjoy, for limited periods, such Common Area facilities and services. This right is reserved unto the Declarant, its successors and assigns, for so long as the Declarant owns land in the Subdivision and is marketing same.

W. Responsibility for Damage to Property During Construction

Owners, and their building contractors shall be responsible for any damage caused to the Streets, roadside ditches, and easements during the construction of improvements on a Lot.

X. Walls, Fences and Hedges

Walls, Fences and Hedges must be approved by ARC. No wall, fence, planter or hedge in excess of six feet (6') in height shall be erected, planted or maintained on any lot. On lake lots, pond lots, and on non-Reserve bordering corner lots, except for a Non-Privacy Fence as hereinafter described, no privacy fence, or wall of any kind shall be erected or maintained. A non-privacy fence is an iron ornamental fence or wood picket style fence no more than four inches (4") high, of a design and color approved by the ARC. A dog run may be constructed with chain link fencing as long as it is screened from public view. All other fences and walls will be constructed of ornamental iron, wood, masonry, or synthetic materials and approved by the ARC. Privacy fences shall not be constructed any closer to the front of the lot than fifty percent (50%) of the depth of the dwelling.

All Owners of Lots along the outside perimeter of Emerald Lakes are responsible for maintaining the existing barbwire fence in good repair or have the option of replacing it with a different fence approved by the ARC.

Owners shall be responsible for the maintenance, repair and/or replacement of all fences. The maintenance of any portion of a fence which lies between Lots shall be the joint responsibility of each Lot owner on whose property the fence lies between. In the event an Owner fails to repair, replace or maintain said fence in a manner consistent with the Subdivision in the sole discretion of the Board of Directors, the Association shall have the right, but not the obligation, to enter such property for the repair and/or replacement of such fence after notice to the Owner. Any expense incurred by the Association in effectuating such repairs/replacement shall be the responsibility of the Owner and shall be secured by the continuing lien on the Lot as provided in Article XI of this Declaration.

Notwithstanding any provision to the contrary contained in this Section or elsewhere in this Declaration, Declarant shall have the option and authority to construct a board fence, plant trees and other landscaping along the common boundary of the Property and Highway 75 and for this purpose, a three foot (3') wide easement is retained in favor of the Association along said common boundary. The Association shall be responsible for maintenance of any such fence.

#### Y. Sales Office

Notwithstanding any provision to the contrary contained in Section A or Section B or this Article VI or elsewhere in this Declaration, Declarant reserves the right for itself and its designates to maintain within the Emerald Barn or any other location within the Property a Sales Office for the purpose of marketing Lots or other properties within the Subdivision.

### **ARTICLE VII.**

#### **ARCHITECTURAL RESTRICTIONS**

THE GENERAL INTENT OF THE DECLARANT IS THAT THE MOTIF AND DESIGN OF ALL BUILDINGS ON THE LOTS BE COMPATIBLE WITH THE "COUNTRY SETTING". THIS PROVISION IS INCLUDED HEREIN FOR THE PURPOSE OF STRONGLY DISCOURAGING CONSTRUCTION OF RESIDENTIAL BUILDINGS CONSIDERED TO BE UNCONVENTIONAL OR EXTREME IN DESIGN.

A. Architectural Review Committee ("ARC")

The initial ARC shall be composed of three (3) individuals designated by Declarant. The Declarant reserves the right to appoint replacements as necessary by reason of resignation, removal or incapacity. The Declarant shall retain the right of ARC appointment until the first to occur of the following:

1. The Declarant own no Lots in Emerald Lakes; or
2. The Declarant so desires to relinquish its authority over ARC appointment; or
3. January 1, 2015.

At such time, the Board shall have the right to replace such ARC members by duly appointing three Owners in good standing with the Association. The Board shall have the right to appoint replacements as necessary by reason of resignation, removal or incapacity. Such removal and/or appointment shall be at the sole discretion of the Board.

The Board shall have the right to review any action or non-action taken by the ARC and shall be the final authority.

At any time during which the Declarant controls the ARC, the Declarant may, without obligation, assign to the Board the responsibility for review and approval of modifications to existing Dwellings.

The ARC shall have the right, but not the obligation, to promulgate Architectural Guidelines as to construction types and aesthetics as set by the ARC.

B. ARC Approval Required

No buildings, Dwellings, guest houses, barns, outbuildings, garages, carports, hardscape, additions, modifications or improvements shall be erected, placed or performed on any Homesite until the construction plans and specifications including, but not limited to, the site plan, the orientation and directional profile, foundation detail, driveway, entry, fencing, mailboxes and drainage plans have been submitted in duplicate to and approved in writing by the ARC as hereinafter provided. In addition to all other prerogatives and discretionary authority granted in this Declaration, the ARC shall have the authority to determine the directional orientation of the primary Dwelling. The ARC or Board may, at their sole discretion, retain and/or delegate review of plans and specifications to a designated AIA architect or other such person or firm as may be designated by the Board, experienced or qualified to review same, who may then render an opinion to the ARC or



Board of Directors. Approval of plans and specifications shall not cover or include approval for any other purpose and specifically, but without limitation, shall not be construed as any representation as to or responsibility for the structural design or engineering of the improvement or the ultimate construction thereof. In the event the ARC fails to approve or disapprove such plans and specifications within forty-five (45) days after the receipt thereof, they shall be deemed to be approved. The ARC or its assignee, at its sole discretion and to the extent not expressly prohibited by this Declaration and any amended or supplemental amendment, is hereby permitted to approve in writing deviations in the general use restrictions set forth in Article VI in instances where, in its judgment, such deviations will result in a more common beneficial use and enhance the overall development plan for the Property. The approval of a deviation in the general use restrictions by the ARC does not obligate the ARC to approve a similar deviation at a later time. Notwithstanding any other provision contained herein, any Dwellings, additions, or improvements erected or placed on any Homesite shall be deemed to comply with the building requirements of the ARC and related covenants contained in the Declaration unless the ARC so notifies the Owner otherwise in writing within four (4) years from the completion thereof. This provision, however, shall not be deemed a waiver of the right of the ARC or Declarant to enforce the continuing restriction of use contained herein.

The ARC shall have the authority hereunder to require any Owner or Owner's agents or contractors to cease and desist in constructing or altering any improvements on any Homesite where such actions have not first been reviewed and approved or constitute a violation of the Declaration, the Architectural Guidelines or any other documents promulgated by the ARC. The violating Owner shall remove such violating improvements or sitework at its sole expense and without delay, returning same to its original condition or bringing the Homesite into compliance with the Declaration, ARC documents and any plans and specifications approved by the ARC for construction on that Homesite. If an Owner proceeds with construction that is not approved by the ARC, or that is a variance of the approved plans, the Association, in addition to any other remedies available to it at law or in equity, may assess fines as provided in Article XIV, and may continue to assess such fines until ARC approval is granted or the violation is removed. This Declaration is notice of such liability for violation and Owners hereby agree to bear the cost and expense to cure any violations according to this provision, regardless of the cost or time involved.

Written notice may be delivered to Owner or any agent or contractor with apparent authority to accept same and notice shall be binding on Owner as if actually delivered to Owner.

The ARC or its agents or assigns shall have the right, but not the obligation, to enter any Homesite to determine if violations of this Declaration, the Architectural Guidelines, or any other documents promulgated by the ARC exist. In so doing, the ARC shall not be subject to any liability for trespass, other tort or damages in connection with or arising from such entry nor in any way shall the Association or its agent be liable for any accounting or other claim for such action.

The ARC shall have the right to set reasonable time constraints for both the commencement and completion of construction, which constraints shall be no less than ninety (90) days after the approval date to commence construction and twelve (12) months after the date of commencement to complete construction. If construction fails to start before the designated commencement date or is not completed before the designated completion date the plans shall be deemed not approved.

The ARC has the right to charge a review fee, to be established by the Board, for review of any plans or specifications submitted for approval to the ARC.

Notwithstanding any provision to the contrary contained in this Section VII, B, (1) the houses on Lot 2, Block 1 and Lot 21, Block 1 are approved as they exist. Any other improvements hereafter constructed on Lot 2, Block 1 and Lot 21, Block 1, shall be governed by the provisions of this Declaration.

C. Building Setbacks

No Dwelling or other structure shall be erected nearer to any Street, or property line than the applicable building setback line depicted on the Subdivision Plat without ARC approval. Driveways shall be permitted to be placed within a setback as approved by the ARC. With the exception of Lots that abut Emerald Lake, no structure of any kind shall be built nearer to any Street than the front of the primary Dwelling without ARC approval. On Lots that are not contiguous to Emerald Lake the front setbacks are seventy-five feet (75') interior side setbacks are twenty feet (20') and rear setbacks are twenty-five feet (25'). On corner Lots, the setback along the side street is fifty feet (50'). On Lots that are contiguous to Emerald Lake, rear setbacks are one hundred feet (100') from the rear lot line. The ARC may, in its sole discretion, modify the building setbacks.

D. Landscaping

All landscape plans for the front and sides of the Lot and the back of Lots abutting Emerald Lake must be submitted to the ARC prior to installation. The landscape design must be compatible with the country setting. All open, unpaved space in the front and at the sides (and back of Lots abutting Emerald Lake) of a primary Dwelling and along the main driveway shall be planted and landscaped. Landscaping in accordance with the plans approved by the ARC must be installed prior to occupancy of any Dwelling constructed on the Property. Without prior approval of the ARC, on Lots adjoining Emerald Lake no landscaping over two feet (2') in height will be allowed within seventy-five feet (75') of the waters of the lake and the Owners of these Lots will keep this seventy-five (75) foot area free of brush and new growth.

Any significant changes in the existing landscaping on any Homesite must have written approval from the ARC.

E. Grading and Drainage

Topography of each and every Homesite must be maintained with proper grading and drainage systems such that runoff of water (rain or other precipitation, or manmade irrigation) does not cause undue erosion of the subject Homesite itself or any other Homesites, whether adjacent to the subject Homesite or not, or the Common Area. Owners causing (either directly or indirectly) erosion or other incidental damage to personal or real property due to inadequate or defective grading or drainage measures on their own Homesite, or because of excess runoff shall be liable to all such damaged parties for the replacement, repair and/or restoration of such damaged real or personal property.

Owners shall be responsible for ensuring that all local, state and federal rules and regulations regarding drainage and run-off are met.

F. Temporary Structures

No motor home, trailer, tent, shack, garage, or other outbuilding shall be used on any Lot as a residence or office at any time.

G. Exterior Materials

Unless otherwise approved by the ARC, in its sole and exclusive discretion, the exterior materials of all residential buildings, including but not limited to the main residential structure and any attached garage, guest houses shall be constructed at least fifty percent (50%) of brick, stone, or stucco. Aluminum and vinyl siding is not allowed. Mobile homes, modular homes, manufactured homes, and log cabins are prohibited; however, custom designed log houses may be approved at the discretion of the ARC. All exterior painting must be approved by the ARC. Approval shall take into consideration the aesthetics and the general plan and scheme of Emerald Lakes, as well as the color of the paint, the architecture of the structure, roofing color and color of structures in Emerald Lakes. Any residence constructed in the Subdivision shall be of new construction, unless otherwise approved by the ARC, with the exception of such decorative accessories as are customarily used by builders in the construction of new residences and historical farm or ranch houses approved by the ARC

Subject to prior ARC approval, barns and other approved out buildings may be constructed from any of the above materials and/or certain metal siding, unless otherwise determined by the ARC in its sole discretion.

H. Plate Height

Homes on Lots contiguous to Emerald Lake and homes on Lots located across the street from Lots contiguous to Emerald Lake must have a minimum plate height of ten feet (10'). All other homes must have a minimum plate height of nine feet (9').

I. Roofing Materials

The roof of all buildings (including any guest house, garage, barn,) shall be constructed or covered with appropriately colored composition shingles, concrete or clay tiles, metal or slate acceptable to and approved by the ARC. Any other type of roofing material shall be permitted only at the sole discretion of the ARC upon written request. A wood or wood shingle roof shall not be permitted.

J. Septic and Water Systems

Each Lot Owner must install, at the Owner's expense, his own private septic system, subject to approval of the ARC and in accordance with Montgomery County specifications. The Owner of any private septic system must maintain in effect at all times a maintenance contract and secure periodic inspections as required by Montgomery County regulations. Water will be provided by an independent private utility company. Individual water wells are prohibited.

K. Utility Lines for Electrical, Telephone and/or Cable

Each Owner, at the Owner's expense, must install underground service to the residence, guest house, barn, ponds, corrals, and any other outbuildings or improvements constructed upon a Lot. The ARC may approve the extension of overhead power lines in special circumstances.

L. Gates, Entrances and Driveways

Gates, entrances and driveways must meet all county and state standards and regulations. All gates and fences must be approved by the ARC. A custom entrance of stone or masonry compatible with the country setting may be constructed subject to prior ARC approval. All entries, driveways, sidewalks, circle driveways, etc. which cross drainage ways must be across an approved culvert with sloped sides as determined by the ARC and Montgomery County or other governmental authority having jurisdiction. Furthermore, it is the Lot Owner's responsibility to maintain and keep clean the drainage ways and culverts associated with his Lot.

The portion of the driveway extending the first twenty-five feet (25') onto the Lot from the paved surface of the Street must be constructed of asphalt to match the finish of the adjacent street. Thereafter, driveways, unless otherwise approved by the ARC, may be constructed of asphalt, concrete (including crushed concrete), brick pavers or gravel. All driveways must be a minimum of twelve feet (12') wide unless otherwise approved by the ARC.

No gate, entrance or driveway will be allowed on any Lot onto Emerald Lakes Drive within approximately 925 feet of the Subdivision's main entrance at Highway 75.

M. Orientation of Dwellings

Unless otherwise approved in advance by the ARC, the orientation of a residence on a Lot will be such that the front elevation is facing the Street. Corner Lots will have the front elevation facing the Street with the shortest or narrowest lot line. The front elevation of all Dwellings in Block 4 of the Property must face Sterling Court. The front elevation of Dwellings on Lots 1 and 2, in Block 1 must face Pearl Cove.

N. Garages

Dwellings must at all times have either attached or detached garages architecturally similar to the residence and capable of housing a minimum of two (2) full size vehicles but, except as otherwise approved by the ARC, no more than five (5) vehicles. No ground floor garage space may be used for a living area. The garage must be of the same architectural motif as the residence and constructed of the same material. All garages must be side or rear loading unless otherwise approved by the ARC.

The ARC may consider a porte cochere or carport in lieu of a garage if it meets the architectural standards of Emerald Lakes and is compatible with the country setting. The existing caretakers cottage on Lot 2, Block 1 and the lake house on Lot 21, Block 1 are exempt from the requirement of a garage or carport.

O. Minimum Square Footage

On Lots not abutting Emerald Lake and not across the street from Lots abutting Emerald Lake, the width of each home must be at least fifty feet (50') wide excluding a garage. All one-story residences shall contain not less than two thousand (2,000) square feet of living area, exclusive of porches, breezeways, patios and garages. All two-story residences on said Lots shall contain not less than two thousand four hundred (2,400) square feet of living area, with not less than two thousand (2,000) square feet of living area on the ground floor, exclusive of porches, breezeways, patios, and garages. On Lots abutting Emerald Lake or across the street from Lots abutting Emerald Lake, the width of each home must be at least fifty feet (50'), excluding a garage. All one-story residences shall contain not less than two thousand five hundred (2,500) square feet of living area, exclusive of porches, breezeways, patios and garages. All two story residences on said Lots shall contain not less than three thousand (3,000) square feet of living area with not less than two thousand five hundred

(2500) square feet of living area on the ground floor exclusive of porches, breezeways, patios, and garages.

P. Location of Structures Relative to Flood Plain

No Dwelling or other structure shall be located within twenty-five feet (25') of the one hundred (100) year flood plain as depicted on FEMA maps maintained in the office of the County Engineer of Montgomery County, Texas. The existing lake house on Lot 21, Block 1 is exempt from this requirement.

Q. Foundations

The top of all building slabs must be constructed a minimum of ten inches (10") above the natural ground grade. Additionally, the top of all building slabs must be a minimum of twelve inches (12") above the finished surface of any abutting Street located downhill from the slab. In determining the slab elevation, water flow during periods of heavy rain must be considered.

All building foundations shall consist of concrete slabs, unless the ARC approves a different type of foundation when circumstances such as the topography of the Lot make it impractical to use a concrete slab for all or any portion of the foundation of the building improvements constructed on the Lot, or the residence is an historical farm or ranch house, in which case appropriate alternative foundation methods will be considered. All foundations are required to be engineered and designed by a licensed, registered engineer based upon appropriate soils information taken from the specific Lot in question as recommended by such engineer. Soil borings and soil reports by a qualified soils engineer are required for all Lots prior to such engineer's design of the foundation.

The residential foundation plans to be used in the construction of the residence must be submitted to the ARC along with the plans and specifications for the residence as provided in this Article VII of this Declaration. All foundation plans must be signed, sealed and dated by the engineer designing said foundation plans. The ARC and/or Declarant shall rely solely upon the Owner/Builder's engineer as to the adequacy of said foundation design when issuing architectural approval of the residence to be constructed. No independent evaluation of the foundation plan is being made by the ARC. The ARC's sole function as to foundation plans is to determine if the plans have been prepared by a licensed registered engineer, as evidenced by the placement of an official seal on the plans.

The Owner shall establish and construct the residence and garage slab at an elevation sufficient to avoid water entering into the residence and garage in the event of a heavy rain. A special drainage structure, as recommended and designed by a licensed engineer and approved by the ARC, shall be constructed in front of the garage where the entrance to the garage is lower than the street gutter.

**The granting of approvals of foundation plans and the residence and garage slab elevation shall in no way serve as a representation, warranty or guaranty as to the quality of the plans and specifications and/or that a residence shall be free from flood damage from rising or wind driven water or the flow of surface water from other locations within Emerald Lakes and in no event shall the Declarant, the ARC or the Association have any liability as a result of the ARC's approval or disapproval of the resulting improvement.**

R. Standards and Procedures

The ARC may establish and promulgate the Architectural Guidelines, which the ARC may modify or amend as it deems necessary and appropriate for the orderly development of the Property and Emerald Lakes, including, but not limited to, those portions of the Architectural Guidelines regarding workmanship, materials, building methods, observance of requirements concerning installation and maintenance of public utility facilities and services, and compliance with governmental regulations. The Architectural Guidelines may be amended by the ARC without notice, but they shall not be applied retroactively to reverse a prior approval granted by the ARC or the Association to any Owner or prospective purchaser of any Homesite. The rules, standards, and procedures set forth in the Architectural Guidelines, as same may be amended from time to time, shall be binding and enforceable against each Owner in the same manner as any other restriction set forth in this Declaration.

S. Inspection

**The ARC strongly suggests that Owners and builders have frequent inspections made, or require their contractors to have inspections made, in order to control the quality of the improvement being constructed. However, neither the Association, the ARC nor the Declarant is responsible for procuring such inspections and will not be liable for any damage that may occur as a result of such inspections not being done or being done improperly.**



T. Building Fee

The ARC shall have the authority to set a fee to cover the administrative expense of reviewing plans and estimated damage to the Streets caused by heavy vehicles during the construction of improvements on an Owners Lot. This fee will be due and payable prior to the start of any construction or heavy landscaping. Unless and until changed by the ARC, this fee shall be \$750.00. If the Owner decides not to construct any improvements on the Lot after having submitted the fee, \$500.00 will be refunded to the Owner.

**ARTICLE VIII.**

**MAINTENANCE**

A. General Maintenance

Each Owner shall maintain and keep in good repair his or her Dwelling and all structures, rights-of-way, easements, parking areas and other improvements, including but not limited to mail box, fences, pastures, and driveways comprising the Homesite. All structures and other improvements designed to be painted must be kept painted and the paint must be kept in good condition. Mildew and related discoloring must be removed as it appears. Grass, vegetation and weeds on each Homesite, including the fence line, shall be cut as often as may be necessary to maintain the same in a neat and attractive condition. Grass growing onto or over sidewalks, driveways, and curbs shall be presumed to be unattractive.

The Owner or occupants of all Lots shall at all times keep all weeds and grass thereon cut in a sanitary healthful attractive manner and shall in no event use any Lot for storage of material and equipment except for normal residential requirements or incident to construction of improvements thereon as herein permitted. The accumulation of garbage, trash or rubbish of any kind or the burning thereof (except as such burning is permitted by law) of any such materials is prohibited. Each Lot Owner shall arrange for at least weekly garbage, rubbish and trash pickup from the Lot *as long as* such service is not provided by a government entity. The Association may, at its option, require each Lot Owner to purchase trash service from one service and charge for such service as part of the assessments described in Article XI hereof. 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, subject to notice and an opportunity to be heard as may be required by law, such default continuing after ten (10) days written notice thereof, Declarant, or its assigns, may without liability to Owner or occupant, but without

being under any duty to do so, in trespass or otherwise, enter upon said Lot, cut, or 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 and to place said Lot in a neat, attractive, healthful and sanitary condition, and may charge the Owner or occupant of such Lot for the cost of such work. The Owner or occupant, as the case may be, agrees by the purchase or occupation of the Lot to pay such statement immediately upon receipt thereof. Any unpaid amount shall bear interest at the lesser of the highest rate allowed by law or eighteen percent (18%) per annum.

B. Maintenance of Street Right-of-Ways

Mowing and maintenance of Street right-of-ways will be the responsibility of the Association.

C. Liability, Cost and Approval

Neither the Association nor its agents, contractors, or employees shall be liable, and are expressly relieved from any liability, for trespass or other tort in connection with the performance of the exterior maintenance, landscaping or other work authorized in this Article. The cost of such exterior maintenance, interior hazard diminution and other work shall be the personal obligation of the Owner of the Homesite on which it was performed and shall become part of the Assessment payable by the Owner and secured by the lien retained in this Declaration. Alternatively, the Association or any Owner of a Homesite may bring an action at law or in equity to cause the Owner to bring said Homesite into compliance with these restrictions.

All Owners' replacement, repair and restoration practices as to the improvements on properties within Emerald Lakes, Section One are subject to the prior approval of the ARC and must comply with all Architectural Guidelines which may change from time to time, as found necessary and appropriate in the ARC's sole discretion.

**ARTICLE IX.****VARIANCES**

The Board, upon the recommendation of the ARC, or its duly authorized representative, may authorize variances from compliance with any of the architectural provisions of this Declaration, any amendment, supplemental amendment, or Architectural Guidelines, unless specifically prohibited, including restrictions upon height, size, placement of structures, or similar restrictions, when circumstances such as topography, natural obstruction, hardship, aesthetic, or environmental considerations may require. Such variances must be evidenced in writing, must be approved by at least a majority of the Board, and shall become effective upon execution of the variances, which variances shall be signed by the president or a vice president of the Association. If such variances are granted, no violation of the covenants, conditions, or restrictions contained in this Declaration shall be deemed to have occurred with respect to the matter for which the variance was granted. The granting of such a variance shall not operate to waive any of the terms and provisions of this Declaration for any purpose except as to the particular provision hereof covered by the variance, nor shall it affect in any way the Owner's obligation to comply with all applicable governmental laws and regulations.

No granting of a variance shall be relied on by any Member or Owner, or any other person or entity (whether privy or party to the subject variance or not), as a precedent in requesting or assuming variance as to any other matter of potential or actual enforcement of any provision of this Declaration. Action of the ARC or Board in granting or denying a variance is a decision based expressly on one unique set of circumstances and need not be repeated for any other request by any party or the same party for any reason whatsoever.

**ARTICLE X.****LIMITATION OF LIABILITY**

**Neither Declarant, the Association, the ARC, the Board, nor any of the respective officers, managers, partners, directors, members, successors or assigns of the above, shall be liable in damages or otherwise to anyone who submits matters for approval to any of the above-mentioned parties, or to any Owner affected by this Declaration by reason of mistake of**

**judgment, negligence, or nonfeasance arising out of or in connection with the approval or disapproval or failure to approve or disapprove any matters requiring approval hereunder. Approval by the ARC, the Board, or the Association, or any of their respective officers, partners, directors, agents, managers, members, successors or assigns, is not intended as any kind of warranty or guarantee as to the integrity or workability of the plans or the competency or workmanship of the contractors used.**

## **ARTICLE XI.**

### **ASSESSMENTS**

#### **A. Creation of the Lien and Personal Obligation of Assessments**

The Owners of any Lot or Homesite, by virtue of ownership of property within Emerald Lakes, covenant and agree to pay to the Association:

1. Annual Assessments; and
2. Special Assessments.

The Annual and Special Assessments, together with attorney's fees, interest and costs shall be a charge and continuing lien upon the Homesite and Lot(s) against which each such assessment is made. Each such assessment, together with attorney's fees, interest and costs, shall also be the personal obligation of the person or entity who was the Owner of the land at the time when the assessment became due. The personal obligation for delinquent assessments shall not pass to successors in title unless expressly assumed by them.

#### **B. Purpose of Assessments**

Annual and Special Assessments levied by the Association shall be used for any legal purpose for the benefit of Emerald Lakes as determined by the Board and, in particular, may, by way of example and not limitation or obligation, include enforcement of the provisions of this Declaration, maintenance, repair or improvement of any Common Area, Street right-of-way, Recreational Sites, fountains, docks, parks, boulevards, esplanades, easements, and entryways, patrol service, fire protection, emergency medical service, street cleaning, street lighting, mosquito control, other services as may be in the Subdivision's and Owners' interest and for promotion of the recreational interests of the Members which may include payment for recreational improvements on

recreational sites, reserves and/or Common Area. Notwithstanding anything contained herein, Special Assessments shall not be used to fund any costs of development including but not limited to construction of platted roads, initial construction of the entrance gates, initial installation of utilities, initial refurbishment of the Emerald Lakes Barn, or construction of the Athletic Facility pool and tennis courts.

C. Annual Assessment

Each Lot in the Subdivision shall be subject to the Annual Assessment, as follows:

1. Creation

Payment of the Annual Assessment shall be the obligation of each Owner and shall constitute a lien on the Lot(s), binding and enforceable as provided in this Declaration.

When an Owner owns two (2) or more contiguous Lots in the Subdivision, the Annual Assessment for the first Lot shall be the regular rate provided for herein and the Annual Assessment for additional contiguous Lots will be one-half (1/2) of the regular rate. If the second or any additional Lot is conveyed, the full Annual Assessment and any Special Assessment will be assessed against the second or additional Lots from the time of conveyance.

2. Rate

The initial Annual Assessment established by the Board shall not exceed \$550.00 per Lot. Notwithstanding any provision to the contrary contained in this Declaration, the Emerald Lakes caretakers who live on Lot 2, Block 1, will not be obligated to pay Annual Assessments or Special Assessments as long as they work for the Declarant and/or Association.

3. Commencement

For purposes of calculation, the initial Annual Assessment shall commence on the date of filing of this Declaration in the Official Public Records of Real Property of Montgomery County, Texas. There will be no Annual or Special Assessment for 2007 for any Lot. Beginning in the year 2008, the Annual Assessment shall be payable in advance on January 1<sup>st</sup> of each year and shall become delinquent if not paid in full by February 1<sup>st</sup>.

4. Proration

The Annual Assessment shall be prorated from the date of acquisition of the Lot. An Owner's Annual Assessment shall be made for the balance of the calendar year as determined on a pro-rata basis and shall become due and payable on the day of closing so long as the commencement date is past.

5. Levying of the Annual Assessment

The Annual Assessment shall be levied at the sole discretion of the Board. The Board shall determine the sufficiency or insufficiency of the then current Annual Assessment to reasonably meet the expenses for providing services and maintenance and performing its other duties in Emerald Lakes and may, at its sole discretion and without a vote by the Members, increase the annual Assessment in an amount up to twenty percent (20%) over the previous year's Annual Assessment. The Annual Assessment may only be increased by more than twenty percent (20%) over the preceding year's assessment if such increase is approved by Members in good standing who represent a majority of the votes in Emerald Lakes present at a meeting called for said purpose at which a quorum is present in person or by proxy. The Annual Assessment shall not be adjusted more than once in a calendar year nor shall any increase be construed to take effect retroactively, unless otherwise approved by Members in good standing representing a majority of the votes subject to such assessments present at a meeting called for said purpose at which a quorum is present in person or by proxy.

D. Special Assessments for Capital Improvements

In addition to the Annual Assessments authorized above, the Association may levy a Special Assessment applicable to that year only for the purpose of defraying in whole or in part the cost of any construction, reconstruction, repair or replacement of a capital improvement in the Streets, Recreation Reserves, or any other Common Area or any unusual, infrequent expense benefiting the Association, provided that any such assessment shall have the approval of both a majority vote of the Class A Members in good standing and by the Class B Member present at a meeting duly called for this purpose at which a quorum is present. Such Special Assessments will be due and payable as set forth in the resolution authorizing such assessment and shall be levied only against those Owners subject to the Annual Assessment as set forth in Section C hereof. The reduced amount for multiple,

contiguous Lots owned as provided in Section C, Paragraph 1 above shall not apply to Special Assessments. Owners of multiple Lots shall pay a full Special Assessment for each Lot owned.

E. Collection and Remedies for Assessments

1. The assessments provided for in this Declaration, together with attorneys' fees, late fees, interest and costs as necessary for collection, shall be a charge on and a continuing lien upon the land against which each such assessment is made. Each such assessment, together with attorney's fees, interest and costs, shall also be the personal obligation of the Owner of the land at the time the assessment became due. This personal obligation for delinquent assessments shall not pass to successors in title unless expressly assumed by them.

2. Any assessment not paid within thirty (30) days after the due date shall bear interest from the due date at the lesser of (i) eighteen percent (18%) or (ii) the maximum non-usurious rate of interest allowed by applicable law. No Owner may waive or otherwise escape liability for the assessments provided for in this Declaration by reason of non-use or abandonment.

3. In order to secure the payment of the assessments hereby levied, an assessment lien is hereby reserved in each deed from the Declarant to the Owner of each parcel of Property in Emerald Lakes, which lien may be foreclosed upon by non-judicial foreclosure pursuant to the provisions of Section 51.002 of the Texas Property Code (or any successor statute); each Owner grants a power of sale to the Association to sell such property upon default in payment by any amount owed. Alternatively, the Association may judicially foreclose the lien and/or maintain an action at law to collect the amount owed.

The President of the Association or his or her designee is hereby appointed Trustee to exercise the Association's power of sale. The Board of Directors may appoint in writing a substitute trustee, succeeding to all rights and responsibilities of the trustee. Trustee shall not incur any personal liability hereunder except for his or her own willful misconduct.

Although no further action is required to create or perfect the lien, the Association may, as further evidence give notice of the lien, by executing and recording a document setting forth the amount of the delinquent sums due the Association at the time such document is executed and the fact that a lien exists to secure the repayment thereof. However the failure of the Association to execute and record any such document shall not, to any extent, affect the validity, enforceability, or

priority of the lien. The Association shall also have the right but not the obligation to notify a delinquent Owner's lender, in writing, of such Owner's delinquency and default.

In the event the Association has determined to non-judicially foreclose the lien provided herein pursuant to the provisions of said Section 51.002 (or any successor statute) and to exercise the power of sale hereby granted, after giving of any required notice of default and the expiration of the time allowed to cure such default, the Association shall mail to the defaulting Owner a copy of the Notice of Trustee's Sale no less than twenty-one (21) days prior to the date of the proposed foreclosure sale, postage prepaid, registered or certified mail, return receipt requested, properly addressed to such Owner at the last known address of such Owner according to the records of the Association or by hand delivery. At any foreclosure proceeding, any person or entity, including but not limited to the Declarant, the Association or any Owner, shall have the right to bid for such property at the foreclosure sale and to acquire and hold, lease, mortgage and convey the same. During the period the property is owned by the Association following foreclosure, 1) no right to vote shall be exercised on its behalf; and, 2) no assessment shall be levied on it. Out of the proceeds of such sale, there shall be paid all expenses incurred by the Association in connection with such default, including attorneys' fees and trustee's fees; second, from such proceeds there shall be paid to the Association an amount equal to the amount of assessments in default inclusive of interest, late charges and attorneys' fees; and, third, the remaining balance, if any, shall be paid to such Owner. Following any such foreclosure, each occupant of any such tract foreclosed on and each occupant of any improvements thereon shall be deemed to be a tenant-at-sufferance and may be removed from possession by any lawful means.

F. Subordination of the Maintenance Lien to Certain Mortgages

The lien for assessments, including interest, late charges, costs and attorney's fees, provided for herein shall be subordinate to the lien of any valid purchase money, construction, home equity or reverse mortgage on any Lot or Homesite. The sale or transfer of any Lot or Homesite shall not affect the assessment lien. The sale or transfer shall not relieve such Lot or Homesite from lien rights for any assessments thereafter becoming due. Where the mortgagee holding a first mortgage of record or other purchaser of a Lot or Homesite obtains title pursuant to judicial or non-judicial foreclosure of the mortgage, it shall not be liable for the share of the assessments or other charges by the Association chargeable to such Lot or Homesite that became due prior to such acquisition of title.



However, from the date of foreclosure forward, such assessments shall again accrue and be payable to the Association.

G. Notice of Delinquency

The Association or its agent or designee shall be required to give a written notice of the assessment to any Owner who has not paid an assessment that is due under this Declaration. Such notice shall be mailed to the Owner's last known address according to the records of the Association. The address of the Lot or Homesite shall be presumed to be the address for proper notice unless written notice of another address shall be provided by the Owner to the Association.

H. Exempted Lots

Notwithstanding anything to the contrary contained in this Article XI or elsewhere in the Declaration, Lots owned by Declarant shall not be subject to any Annual Assessment, Special Assessment or any other Assessment provided for herein during any period that such Lots are owned by Declarant.

**ARTICLE XII.**

**MODIFICATION AND TERMINATION OF COVENANTS**

This Declaration may be amended, modified, or terminated by the filing of a recorded instrument executed by the Association or its legal representatives, successors or assigns. So long as Class B membership exists, approval of two-thirds (2/3) of the votes of each class of Membership shall be required to amend, modify or terminate this Declaration. However, the Declarant may unilaterally amend this Declaration at any time without the joinder or consent of any Owners, entity, Lender or other person if such amendment is (a) necessary to bring any provision hereof into compliance with any applicable governmental statute, rule or regulation, or judicial determination; (b) necessary to enable any reputable title insurance company to issue title insurance coverage on Lots and Homesites; c) required by a governmental lender, including, for example, the Federal National Mortgage Association or Federal Home Loan Mortgage Corporation, to enable such lender to make mortgage loans on the Lots or Homesites; (d) necessary to enable any governmental agency or reputable private insurance company to insure mortgage loans on Lots or Homesites (limited to the affected Homesite); or (e) for the purpose of clarifying or resolving any ambiguities or conflicts

herein, or correcting any typographical or scriviner's errors herein; provided, however, any such amendment shall not adversely affect the title to or value of any Lots or Homesites unless the Owner shall consent thereto in writing.

After the termination of Class B Membership, approval by the Owners holding a majority of the total votes in the Association shall be required to amend, modify or terminate this Declaration. Upon the required approval by the Owners of said amended declaration (as evidenced by the President's or Vice-President's signature) the amended declaration shall be recorded in the Official Public Records of Real Property of Montgomery County, Texas.

### **ARTICLE XIII.**

#### **ALTERNATE DISPUTE RESOLUTION**

##### **A. Dispute Resolution**

No litigation between any of the following entities or individuals shall be commenced until the parties have submitted to non-binding mediation: Owners; Members; the Board; officers in the Association; the Association, the ARC, ARC members, or the Declarant.

Disputes between Owners that are not regulated by the Declaration shall not be subject to the dispute resolution process.

##### **B. Outside Mediator**

In a dispute between any of the above entities or individuals, the parties must voluntarily submit to the following mediation procedures before commencing any judicial or administrative proceeding. Each party will represent himself/herself individually or through an agent or representative, or may be represented by counsel. The dispute will be brought before a mutually selected mediator. In order to be eligible to mediate a dispute under this provision, a Mediator may not reside in Emerald Lakes, work for any of the parties, represent any of the parties, nor have any conflict of interest with any of the parties. Costs for such mediator shall be shared equally by the parties. If the parties cannot mutually agree upon the selection of a mediator after reasonable efforts (not more than thirty (30) days), each party shall select its own mediator and a third will be appointed by the two selected mediators. If this selection method must be used, each party will pay the costs of their selected mediator and will share equally the costs of the third appointed mediator.

C. Mediation is Not a Waiver

By agreeing to use this Dispute Resolution process, the parties in no way waive their rights to extraordinary relief including, but not limited to, temporary restraining orders or temporary injunctions, if such relief is necessary to protect or preserve a party's legal rights before a mediation may be scheduled.

D. Assessment Collection and Lien Foreclosure

The provisions of this Declaration dealing with Alternate Dispute Resolution shall not apply to the collection of assessments and/or the foreclosure of the Assessment Lien by the Association as set out in the Declaration.

**ARTICLE XIV.**

**ENFORCEMENT**

The restrictions herein set forth shall inure to the benefit of, be binding upon, and be enforceable by Declarant and its successors and assigns, and all persons or entities claiming through or under them, by the Association (and the Association is hereby expressly authorized to use its funds for the purpose of assisting in the enforcement of the terms and provisions hereof), and by any and all Owners, each of whom shall be obligated and bound to observe such restrictions, covenants and conditions. The violation of any restriction, covenant or condition shall not operate to invalidate any mortgage, deed of trust or other lien acquired and held in good faith against the Property, or any part thereof, but such liens may be enforced against any and all property covered thereby subject, nevertheless, to the restrictions, covenants and conditions mentioned herein.

In the event of any violation or attempted violation of any of the terms or provisions hereof, including any of the restrictions or covenants set forth herein, enforcement of the terms and provisions hereof shall be authorized by any proceeding at law or in equity against any person or persons so violating or attempting to violate any of the provisions hereof, including by means of actions to restrain or prevent such violation or attempted violation by injunction, prohibitive or mandatory, and it shall not be a prerequisite to the granting of any such injunction that there be inadequate remedy at law or that there be any showing of irreparable harm or damage if such

injunction is not granted, and against the property to enforce any lien created by this Declaration. In addition, any person or entity entitled to enforce the provisions hereof may recover such damages, either actual or punitive, as such person may show himself justly entitled by reason of such violation of the terms and provisions hereof. The Declarant, the Association and/or the Owner of any Lot or Lots shall have the right, but not the obligation, to prevent a breach of any restriction, covenant or condition, or to enforce the performance of same. Failure by the Association or any Owner to so enforce any covenant or restriction hereof shall not be construed to constitute a waiver of the right to thereafter enforce such provision or any other provision hereof.

**Fines for Violations.** In addition to the other remedies and rights of enforcement provided for herein, the Association may assess reasonable fines for violations of the restrictive covenants contained in this Declaration, other than non-payment or delinquency in assessments, in amounts to be set by the Board, which fines shall be secured by the continuing assessment lien set out in this Declaration. Such fines shall be recoverable in the same manner as the Assessments; provided however, the Association may not foreclose the Association's lien if the debt secured by the lien consists solely of fines assessed by the Association or attorney's fees incurred by the Association solely associated with fines assessed by the Association.

## ARTICLE XV.

### **GENERAL PROVISIONS**

#### A. **Severability**

The invalidity of any one or more of the provisions of this Declaration shall not affect the validity of the other provisions thereof.

#### B. **Compliance with Laws**

At all times, each Owner shall comply with all applicable federal, state, county, and municipal laws, ordinances, rules, and regulations with respect to the use, occupancy, and condition of the Homesite and any improvements thereon. If any provision contained in this Declaration or any supplemental declaration or amendment is found to violate any law, then the provision shall be interpreted to be as restrictive as possible to preserve as much of the original provision as allowed by law.

C. Gender and Number

The singular wherever used herein shall be construed to mean or include the plural when applicable, and the necessary grammatical changes required to make the provisions hereof applicable either to corporations (or other entities) or individuals, male or female, shall in all cases be assumed as though in each case fully expressed.

D. Headlines

The titles and captions for this Declaration and the sections contained herein are for convenience only and shall not be used to construe, interpret, or limit the meaning of any term or provision contained in this Declaration.

E. Governing Law

The provisions in this Declaration shall be governed by and enforced in accordance with the laws of the State of Texas. Any and all obligations performable hereunder are to be performed in Montgomery County, Texas.

F. Books and Records

The books, records and papers of the Association shall, upon written request and by appointment, during normal business hours, be subject to inspection by any Member, for any proper purpose. The Certificate of Formation, Bylaws, and this Declaration shall likewise be available, upon written request, for inspection, by appointment during normal business hours by any Member at the office of the Association, for any proper purpose as set forth in the Bylaws. Copies of all books, records and papers of the Association or of the dedicatory instruments of the Subdivision shall be available for a reasonable charge to be set by the Board.

G. Notices

Any notice required to be sent to any Owner under the provisions of this Declaration shall be deemed to have been properly sent when mailed, postpaid, to the last known address of the person who appears as Owner on the records of the Association at the time of such mailing.

H. Mergers

Upon a merger or consolidation of the Association with another association, the Association's properties, assets, rights and obligations may be transferred to another surviving or consolidated association or, alternatively, the properties, assets, rights and obligations of another association may be transferred to the Association as a surviving corporation or to a like organization or governmental agency. The surviving or consolidated association shall administer any restrictions together with any Declarations of Covenants, Conditions and Restrictions governing these and any other properties, under one administration. No such merger or consolidation shall cause any revocation, change or addition to this Declaration.

I. Current Address and Occupants

Owners are required to notify the Association in writing of their current address if other than the physical address of the Lot or Homesite at all times. If an Owner fails to notify the Association of his current address, the Association shall use the address of the Lot or Homesite as the current address. If an Owner leases the property, he shall supply the name of the tenant present upon the execution of any lease.

J. Security

NEITHER THE ASSOCIATION, ITS DIRECTORS, OFFICERS, MANAGERS, AGENTS, OR EMPLOYEES, NOR THE DECLARANT, NOR ANY SUCCESSOR DECLARANT SHALL IN ANY WAY BE CONSIDERED AN INSURER OR GUARANTOR OF SECURITY WITHIN THE PROPERTY. NEITHER SHALL THE ASSOCIATION, ITS DIRECTORS, OFFICERS, MANAGERS, AGENTS, OR EMPLOYEES, DECLARANT OR SUCCESSOR DECLARANT BE HELD LIABLE FOR ANY LOSS OR DAMAGE BY REASON OF FAILURE TO PROVIDE ADEQUATE SECURITY OR INEFFECTIVENESS OF SECURITY MEASURES UNDERTAKEN. ALL OWNERS AND OCCUPANTS OF ANY LOT, TENANTS, GUESTS AND INVITEES OF ANY OWNER, AS APPLICABLE, ACKNOWLEDGE THAT THE ASSOCIATION, ITS BOARD OF DIRECTORS, OFFICERS, MANAGERS, AGENTS, OR EMPLOYEES, DECLARANT OR ANY SUCCESSOR DECLARANT DOES NOT REPRESENT OR WARRANT THAT ANY FIRE PROTECTION OR BURGLAR ALARM SYSTEMS OR OTHER SECURITY SYSTEMS WILL PREVENT LOSS BY FIRE, SMOKE, BURGLARY,

THEFT, HOLD-UP OR OTHERWISE, NOR THAT FIRE PROTECTION OR BURGLAR ALARM SYSTEMS OR OTHER SECURITY SYSTEMS WILL IN ALL CASES PROVIDE THE DETECTION OR PROTECTION FOR WHICH THE SYSTEM IS DESIGNED OR INTENDED. EACH OWNER AND OCCUPANT OF ANY LOT AND EACH TENANT, GUEST AND INVITEE OF AN OWNER, AS APPLICABLE, ACKNOWLEDGES AND UNDERSTANDS THAT THE ASSOCIATION, ITS DIRECTORS, OFFICERS, MANAGERS, AGENTS, OR EMPLOYEES, DECLARANT OR ANY SUCCESSOR DECLARANT ARE NOT INSURERS AND THAT EACH OWNER AND OCCUPANT OF ANY DWELLING AND EACH TENANT, GUEST AND INVITEE OF ANY OWNER ASSUMES ALL RISKS FOR LOSS OR DAMAGE TO PERSONS, TO DWELLINGS AND TO THE CONTENTS OF DWELLINGS AND FURTHER ACKNOWLEDGES THAT THE ASSOCIATION, ITS DIRECTORS, OFFICERS, MANAGERS, AGENTS, OR EMPLOYEES, DECLARANT OR ANY SUCCESSOR DECLARANT HAVE MADE NO REPRESENTATIONS OR WARRANTIES NOR HAS ANY OWNER, OCCUPANT, TENANT, GUEST OR INVITEE RELIED UPON ANY REPRESENTATIONS OR WARRANTIES, EXPRESSED OR IMPLIED, INCLUDING ANY WARRANTY OF MERCHANTABILITY OR FITNESS FOR ANY PARTICULAR PURPOSE, RELATIVE TO ANY FIRE AND/OR BURGLAR ALARM SYSTEMS OR OTHER SECURITY SYSTEMS RECOMMENDED OR INSTALLED OR ANY SECURITY MEASURES UNDERTAKEN WITHIN THE PROPERTY.

IN WITNESS WHEREOF, the Declarant has executed this Declaration to be effective on the date it is recorded in the Official Public Records of Real Property of Montgomery County, Texas.

LAKE FOREST DEVELOPMENT, LLC,  
a Texas limited liability company

By: 

William L. Hintermister,  
Sole Member

**ACKNOWLEDGMENTS**

THE STATE OF TEXAS           §  
  §  
COUNTY OF MONTGOMERY   §

This instrument was acknowledged before me on the 28<sup>th</sup> day March, 2007, by WILLIAM L. HINTERMISTER, Sole Member of LAKE FOREST DEVELOPMENT, LLC, a Texas limited liability company.



Rachel V. Collins  
Notary Public in and for  
the State of Texas



**CONSENT BY LIENHOLDER**

FIRST BANK OF CONROE, N.A., the owner and holder of liens covering a portion of the Subdivision (said liens being evidenced by instruments of record in the Official Public Records of Real Property of Montgomery County, Texas under Clerk's File Nos. 946 and 947), has executed this Declaration to evidence its joinder in, consent to, ratification of, and subordination of the lien to the foregoing covenants, conditions, and restrictions.

**LIENHOLDER:**

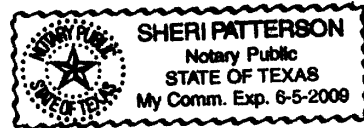
FIRST BANK OF CONROE, N.A.

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

By: [Signature]  
Name: James E. Crow, Jr.  
Title: President - Montgomery Banking Center

THE STATE OF TEXAS  
COUNTY OF MONTGOMERY

§  
§  
§



This instrument was acknowledged before me on the 29<sup>th</sup> day of March, 2007, by [Signature], President of FIRST BANK OF CONROE, N.A. a national banking corporation, on behalf of said corporation

[Signature]  
Notary Public in and for  
the State of Texas

**AFTER RECORDING RETURN TO:**  
Lake Forest Development, LLC  
17178 FM 1097  
Montgomery, Texas 77356

FILED FOR RECORD  
07 MAR 30 PM 4:14  
[Signature]  
COUNTY CLERK  
MONTGOMERY COUNTY, TEXAS

STATE OF TEXAS  
COUNTY OF MONTGOMERY  
I hereby certify this instrument was filed in File Number Sequence on the date and at the time stamped herein by me and was duly RECORDED in the Official Public Records of Real Property at Montgomery County, Texas.

MAR 30 2007



[Signature]  
County Clerk  
Montgomery County, Texas

**MANAGEMENT CERTIFICATE**  
**EMERALD LAKES**  
**PROPERTY OWNERS ASSOCIATION**

The undersigned certifies that he is the duly appointed and acting President of Emerald Lakes Property Owners Association (the "Association"). The Association is the property owners' association for EMERALD LAKES, which is a subdivision in Montgomery County, Texas. This Management Certificate is filed by the Association pursuant to Section 209.004 of the Texas Property Code.

**Name of Subdivision:** Emerald Lakes

**Name of Association:** Emerald Lakes Property Owners Association, Inc.

**Recording Data for the Subdivision:** Cabinet Z, Sheets 730-736 of the Map Records of Montgomery County, Texas.

**Recording Data for the Declaration of Covenants, Conditions and Restrictions:** Official Public Records of Montgomery County, Texas, under Clerk's File No. 2007-036741, Film Code No. 313-11-1990 et seq.

**Mailing Address for the Association:** 14662 Hwy 75 North  
Willis, Texas 77378

SIGNED this 30 day of April, 2007.

EMERALD LAKES PROPERTY OWNERS  
ASSOCIATION

By:



William Hintermister, President

THE STATE OF TEXAS §  
§  
COUNTY OF MONTGOMERY §

This instrument was acknowledged before me on the 30<sup>th</sup> day of April, 2007, by WILLIAM HINTERMISTER, President of EMERALD LAKES PROPERTY OWNERS ASSOCIATION, a Texas nonprofit corporation, on behalf of said corporation.



*Rachel V. Collins*  
Notary Public in and for  
the State of Texas

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

**AFTER RECORDING RETURN TO:**  
Emerald Lakes Property Owners Association  
14662 Hwy 75 North  
Willis, Texas 77378

FILED FOR RECORD  
07 JUN 18 AM 10:33  
*Mark Turnbull*  
COUNTY CLERK  
MONTGOMERY COUNTY, TEXAS

STATE OF TEXAS  
COUNTY OF MONTGOMERY  
I hereby certify this instrument was filed in File Number Sequence on the date and at the time stamped herein by me and was duly RECORDED in the Official Public Records of Real Property at Montgomery County, Texas.

JUN 18 2007



*Mark Turnbull*  
County Clerk  
Montgomery County, Texas

**MANAGEMENT CERTIFICATE**  
**EMERALD LAKE PROPERTY OWNERS ASSOCIATION**



The undersigned certifies that he/she is the President for Emerald Lake Property Owners Association (the "Association"). The Association is property owners' association for Emerald Lakes, a subdivision in Montgomery County, Texas. This Management Certificate is filed by the Association pursuant to Section 209.004 of the Texas Property Code.

**Name of Subdivision:** Emerald Lakes  
**Name of Association:** Emerald Lakes Property Owners Association  
**Recording Data for the Subdivision:** *Section 1* - Cabinet Z, Sheets 730 of the Map Records of Montgomery County, Texas.

*Section 2* - Cabinet Z, Sheets 990 of the Map Records of Montgomery County, Texas.

*Section 3* - Cabinet Z, Sheets 1490 of the Map Records of Montgomery County, Texas.

**Recording Data for the Restrictions:** *Section 1* - Clerk's File Number 2007-036741 of the Official Public Records of Real Property of Montgomery County, Texas.

*Section 2* - Clerk's File Number 2007-129162, of the Official Public Records of Real Property of Montgomery County, Texas.

*Section 2* - Clerk's File Number 2010-072404, of the Official Public Records of Real Property of Montgomery County, Texas.

*Section 3* - Clerk's File Number 2009-009331, of the Official Public Records of Real Property of Montgomery County, Texas.

**Mailing Address for the Association:** 14662 Highway 75 North  
Willis, Texas 77378

**Name and Mailing Address of Person Managing the Association or Designated Representative:** William L. Hintermister  
14662 Highway 75 North  
Willis, Texas 77378

Signed this 16<sup>th</sup> day of February, 2012.

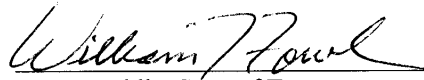


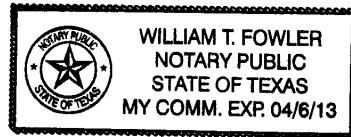
\_\_\_\_\_  
WILLIAM L. HINTERMISTER, President

STATE OF TEXAS §

COUNTY OF MONTGOMERY §

This instrument was acknowledged before me on the 16<sup>th</sup> day of February, 2012, by WILLIAM L. HINTERMISTER, President of Emerald Lake Property Owners Association, a Texas non-profit corporation, on behalf of said corporation.

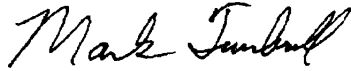
  
Notary Public, State of Texas



**AFTER RECORDING RETURN TO:**  
Emerald Lake Property Owners Association  
c/o The Fowler Law Firm  
300 West Davis, Suite 510  
Conroe, Texas 77301

**FILED FOR RECORD**

02/17/2012 1:45PM



COUNTY CLERK  
MONTGOMERY COUNTY, TEXAS

STATE OF TEXAS  
COUNTY OF MONTGOMERY

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

02/17/2012



County Clerk  
Montgomery County, Texas

**CORPORATE CERTIFICATE  
EMERALD LAKES PROPERTY OWNERS ASSOCIATION**

LT1-1-2012014169-1

The undersigned certifies that he/she is the President of Emerald Lakes Property Owners Association (the "Association"). The Association is the property owners' association for Emerald Lakes, a subdivision in Montgomery County, Texas, according to the map or plat thereof recorded in the Map Records of Montgomery County, Texas (the "Subdivision").

The Association is a Texas non-profit corporation, and a true and correct copy of the **Architectural Approval Request of Emerald Lakes Property Owners Association** is attached to this certificate as Exhibit "A."

Signed this 27<sup>th</sup> day of December, 2011.

**EMERALD LAKES  
PROPERTY OWNERS ASSOCIATION**

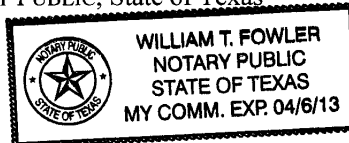
By: *William L. Hinternister*  
Name: William L. Hinternister  
Title: President

STATE OF TEXAS §

COUNTY OF MONTGOMERY §

SWORN TO AND SUBSCRIBED BEFORE ME on the 27<sup>th</sup> day of December, 2011, by William L. Hinternister, President of Emerald Lakes Property Owners Association, a Texas non-profit corporation, on behalf of said corporation.

*William T. Fowler*  
NOTARY PUBLIC, State of Texas

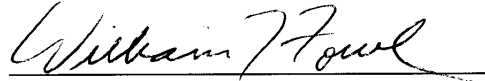


LT2-7

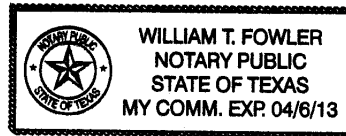
THE STATE OF TEXAS §

COUNTY OF MONTGOMERY §

This instrument was acknowledged before me on the 27<sup>th</sup> day of December, 2011, by William L. Hintzenrister, President of Emerald Lakes Property Owners Association, a Texas non-profit corporation, on behalf of said corporation.



NOTARY PUBLIC, State of Texas



**AFTER RECORDING RETURN TO:**

William T. Fowler  
The Fowler Law Firm  
300 West Davis, Suite 510  
Conroe, Texas 77301



**EMERALD LAKES**

**ARCHITECTURAL APPROVAL REQUEST**

Date: \_\_\_\_\_

Section One, Block One, Lot \_\_\_\_\_

Street Address: \_\_\_\_\_

Owner: \_\_\_\_\_

Builder: \_\_\_\_\_

Address: \_\_\_\_\_

Address: \_\_\_\_\_

Phone: \_\_\_\_\_

Phone: \_\_\_\_\_

---

To: Emerald Lakes Architectural Review Committee:

I, \_\_\_\_\_, am requesting architectural approval to construct the improvements described in the attached plans and have demonstrated a desire to comply with the deed restrictions and architectural standards of Emerald Lakes. By signing this letter and by paying the required fees and construction deposit, I agree to comply with the deed restrictions contained in the Emerald Lakes Covenants, Conditions, and Restrictions and with any other applicable dedicatory documents.

It is understood that the attached slab drawing is submitted with the seal and approval of a licensed, registered, professional engineer. It is further understood that when the attached plans are reviewed by the Emerald Lakes Property Owners Association (POA) and/or Architectural Review Committee (ARC), such POA and/or ARC shall solely be reviewing to verify that an engineer has designed the foundation plans, that the plans contain an engineered slab based upon a soil study done the lot on which the improvement is to be constructed, that the plans are compatible with the "Country Setting", and that the proposed location with respect to topography and finished grade elevation is satisfactory; the POA or ARC shall not be reviewing to ensure the quality, feasibility or safety of design.

It is understood that if architectural approval is denied for any reason, including submittal of incomplete plans, I will be required to resubmit such plans and an additional fee before approval may be granted. I further understand that approval upon re-submittal will not be automatic; all resubmitted plans will be approved or denied on the same basis as the plans initially submitted.

I understand that the POA and the ARC strongly suggest that periodic inspections be performed. I understand that neither POA nor the ARC will be responsible for obtaining any inspections of my property or improvements. Such inspection services should be retained by me and should be performed by a real estate inspector or professional inspector licensed under Article 657a, Section 23 of Texas Real Estate License Act, as may be amended from time to time, OR licensed, registered, and professional engineers. The selection of such inspector or inspectors shall be left to my absolute and sole discretion.

I do understand that neither the POA or the ARC nor any other Emerald Lakes entity shall be responsible in any way neither for any inspections nor for any damage whatsoever that may stem from such inspections either not being performed or being performed improperly or negligently.

In the event that an item of construction does not satisfy the requirements of the applicable deed restrictions, repair, replacement and/or augmentation of the item will be performed until that item does satisfy the requirements of Emerald Lakes. Continued non-compliance and/or refusal to rectify a deficient item or construction will terminate any approval granted to me. Revocation of a granted approval and all other action concerning construction is subject to the review of the ARC and the final authority of the Board of Directors of the POA.

By requesting approval, it is understood that I bind to pay the maintenance fees as they become due and that all sums due will be paid before a Notice of Completion is submitted.

I understand that within fifteen (15) days of completion of any approved construction, I or my builder must submit a Notice of Completion, along with any other requested information. I further understand that failure to submit this form may result in an extension of the time allowed to the ARC and the POA to notify Owner of any noncompliance and that if the form is never submitted, the ARC and POA may have an indefinite period to remedy or notify Owner of such noncompliance as allowed under the Declaration.

Submittal of a Notice of Completion does not release the Builder from any liability normally associated with construction and does not limit in any way the implied or actual warranties or liabilities to which the Builder is normally subject.

Submitted by:

---

Emerald Lakes Property Owner

---

Date

**EMERALD LAKES  
ARCHITECTURAL REVIEW PROCEDURES**

1. Builder or Property Owner must submit two (2) sets of plans to the Emerald Lakes onsite office, which plans must include an accurately drawn and dimensional plot plan including all buildings, setbacks, easements, drives, walks, ponds, fences, storm water drainage, grading, etc. The plans must show design, construction and materials and must include the following:
  - a. Foundation plan and details
  - b. Floor plan
  - c. Exterior and interior elevations
  - d. Wall sections
  - e. Materials and colors for the exterior of the buildings, roofs, fences and materials for the driveways.
  
2. The submission of the items listed above must be accompanied by the following:
  - a. A signed Architectural Approval Request Letter
  - b. A Review Fee payable to Emerald Lakes P.O.A. as follows:

For a residence	\$650
For a barn	75
For a guest house	75
For any other buildings or separate submissions	75
  
3. The foundation plans must be stamped, signed, and dated by a licensed, registered, professional engineer and a copy of the soil report must be included.
  
4. Both sets of plans (2), which must include the engineered foundation plan will be forwarded to the Architectural Review Committee.
  
5. The plans will be reviewed by the Architectural Review Committee for the following:
  - a. Matters of compliance with the provisions of the applicable deed restrictions
  - b. Compatibility of the plans with the country setting
  - c. Location of the improvements with respect to topography and finished grade elevation
  - d. Verify that a licensed, professional engineer has affixed his or her seal of approval on the foundation plans

**The Architectural Review Committee will in no way be responsible for reviewing the plans to ensure quality of the proposed materials or design nor the feasibility or safety of the proposed plans.**

6. The top of the slabs of all buildings must be constructed a minimum of ten inches (10") above the natural ground grade. No Dwelling or other structure shall be located within fifty (50) feet of the one hundred (100) year flood plain as depicted on FEMA maps maintained in the office of the County Engineer of Montgomery County, Texas.
7. Prior to completion of the residence and occupancy, please submit two (2) copies of the landscaping plans to the Architectural Review Committee for approval.
8. Any individual installing an irrigation or sprinkler system must comply with Chapter 34 of the Texas Water Code and title 30, Chapter 344 of the Texas Administrative Code. These requirements include that licensed personnel must install irrigation or sprinkler systems, unless the homeowner is installing the system. In all cases, back flow prevention devices must be installed with the system.
9. Construction may not start until the owner or builder receives the approved plans and signs the letter of approval.
10. A Notice of Completion form must be submitted upon completion and/or before security closing or occupancy.
11. It is understood that you are responsible for any damage caused to the Common Areas, the Entrance Gate, Roads and Private Drives and landscaping, by your builder/contractors entering and/or performing work within Emerald Lakes. If the POA and or ARC determine that your builder/contractors have caused damage to the above referenced items, the POA may levy a special assessment on you lot(s) within Emerald Lakes to pay for the repair or replacement of the damage items(s).

**FILED FOR RECORD**

02/17/2012 1:45PM

*Mark Tumbull*

COUNTY CLERK  
MONTGOMERY COUNTY, TEXAS

STATE OF TEXAS  
COUNTY OF MONTGOMERY

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

**02/17/2012**



*Mark Tumbull*

County Clerk  
Montgomery County, Texas

**CORPORATE CERTIFICATE  
EMERALD LAKES PROPERTY OWNERS ASSOCIATION**

LT1-1-2012014171-1

The undersigned certifies that he/she is the President of Emerald Lakes Property Owners Association (the "Association"). The Association is the property owners' association for Emerald Lakes, a subdivision in Montgomery County, Texas, according to the map or plat thereof recorded in the Map Records of Montgomery County, Texas (the "Subdivision").

The Association is a Texas non-profit corporation, and a true and correct copy of the **Records Production Policy of Emerald Lakes Property Owners Association** is attached to this certificate as Exhibit "A."

Signed this 27<sup>th</sup> day of December, 2011.

**EMERALD LAKES  
PROPERTY OWNERS ASSOCIATION**

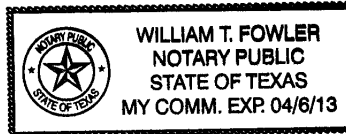
By: *William L. Hinternister*  
Name: William L. Hinternister  
Title: President

STATE OF TEXAS §

COUNTY OF MONTGOMERY §

SWORN TO AND SUBSCRIBED BEFORE ME on the 27<sup>th</sup> day of December, 2011, by William L. Hinternister, President of Emerald Lakes Property Owners Association, a Texas non-profit corporation, on behalf of said corporation.

*William Fowler*  
NOTARY PUBLIC, State of Texas

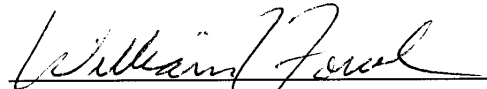


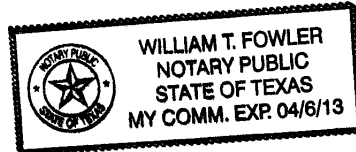
LT2-7

THE STATE OF TEXAS §

COUNTY OF MONTGOMERY §

This instrument was acknowledged before me on the 27<sup>th</sup> day of December, 2011, by William L. Hintarmister, President of Emerald Lakes Property Owners Association, a Texas non-profit corporation, on behalf of said corporation.

  
NOTARY PUBLIC, State of Texas



**AFTER RECORDING RETURN TO:**  
William T. Fowler  
The Fowler Law Firm  
300 West Davis, Suite 510  
Conroe, Texas 77301

**RECORDS PRODUCTION POLICY OF  
EMERALD LAKES PROPERTY OWNERS ASSOCIATION**

**WHEREAS**, the property affected by this Records Production Policy is subject to certain dedications, covenants and restrictions (the "Declaration") set out in instruments recorded in the Official Public Records of Real Property at Montgomery County, Texas, as follows:

- Declaration of Covenants, Conditions and Restrictions for Emerald Lakes, Section One, of record in the Official Public Records of Real Property of Montgomery County, Texas, under Clerk's File No. 2007-036741; and
- Declaration of Covenants, Conditions and Restrictions for Emerald Lakes, Section Two, of record in the Official Public Records of Real Property of Montgomery County, Texas, under Clerk's File No. 2007-129162; and
- Declaration of Covenants, Conditions and Restrictions for Emerald Lakes, Section Two, as amended by instrument of record in the Official Public Records of Real Property of Montgomery County, Texas, under Clerk's File No. 2010-072404; and
- Declaration of Covenants, Conditions and Restrictions for Emerald Lakes, Section Three, of record in the Official Public Records of Real Property of Montgomery County, Texas, under Clerk's File No. 2009-0093631; and

**WHEREAS**, pursuant to the authority vested in Emerald Lakes Property Owners Association (the "Association") in the Declaration and as required by the TEXAS PROPERTY CODE, the Board of Directors of the Association (the "Board") hereby promulgates the following Records Production Policy; and

**WHEREAS**, the Association keeps books and records of account and Minutes of the proceedings of its members and Board of Directors; and

**WHEREAS**, the Board desires to set the procedure for owners, during reasonable business hours, to inspect, and/or copy the books and records of the Association; and

**WHEREAS**, it is desirable to impose certain reasonable restrictions to maintain control and minimize the disruption of normal business.

**NOW, THEREFORE, BE IT RESOLVED** that the following requirements are hereby established for the inspection and/or copying of the records of the Association:

1. Association Records shall be reasonably available to every owner. An owner may also provide access to Records to any other person (such as an attorney, CPA or agent) they



designate in writing as their proxy for this purpose. To ensure a written proxy is actually from the owner, the owner must include a copy of his/her photo ID or have the proxy notarized.

2. An owner, or their proxy as described in section 1, must submit a written request for access to or copies of Records. The letter must:
  - a. be sent by certified mail to the Association's address as reflected in its most recent Management Certificate filed in the County public records; and
  - b. contain sufficient detail to identify the specific Records being requested; and
  - c. indicate whether the owner or proxy would like to inspect the Records before possibly obtaining copies or if the specified Records should be forwarded. If forwarded, the letter must indicate the format, delivery method and address:
    - (1) *format*: electronic files, compact disk or paper copies
    - (2) *delivery method*: email, certified mail or pick-up
3. Within ten (10) business days of receipt of the request specified in section 2 above, the Association shall provide:
  - a. the requested Records, if copies were requested and any required advance payment had been made; or
  - b. a written notice that the Records are available and offer dates and times when the Records may be inspected by the owner or their proxy during normal business hours at the office of the Association; or
  - c. a written notice that the requested Records are available for delivery once a payment of the cost to produce the records is made and stating the cost thereof; or
  - d. a written notice that a request for delivery does not contain sufficient information to specify the Records desired, the format, the delivery method and the delivery address; or
  - e. a written notice that the requested Records cannot be produced within ten (10) business days but will be available within fifteen (15) additional business days from the date of the notice and payment of the cost to produce the records is made and stating the cost thereof.
4. The following Association Records are not available for inspection by owners or their proxies:
  - a. the financial records associated with an individual owner; and

- b. deed restriction violation details for an individual owner; and
- c. personal information, including contact information other than an address for an individual owner; and
- d. attorney files and records in the possession of the attorney; and
- e. attorney-Emerald Lakes Property Owners Association privileged information in the possession of the Association.

The information in a, b and c above will be released if the Association receives express written approval from the owner whose records are the subject of the request for inspection.

- 5. Association Records may be maintained in paper format or in an electronic format. If a request is made to inspect Records and certain Records are maintained in electronic format, the owner or their proxy will be given access to equipment to view the electronic records. Association shall not be required to transfer such electronic records to paper format unless the owner or their proxy agrees to pay the cost of producing such copies.
- 6. If an owner or their proxy inspecting Records requests copies of certain Records during the inspection, Association shall provide them promptly, if possible, but no later than ten (10) business days after the inspection or payment of costs, whichever is later.
- 7. The owner is responsible for all costs associated with a request under this Policy, including but not limited to copies, postage, supplies, labor, overhead and third party fees (such as archive document retrieval fees from off-site storage locations) as listed below:
  - a. black and white 8½"x11" single sided copies . . . . . \$0.10 each
  - b. black and white 8½"x11" double sided copies . . . . . \$0.20 each
  - c. color 8½"x11" single sided copies . . . . . \$0.50 each
  - d. color 8½"x11" double sided copies . . . . . \$1.00 each
  - e. PDF images of documents . . . . . \$0.10 per page
  - f. compact disk . . . . . \$1.00 each
  - g. labor and overhead . . . . . \$18.00 per hour
  - h. mailing supplies . . . . . \$1.00 per mailing
  - i. postage . . . . . at cost
  - j. other supplies . . . . . at cost
  - k. third party fees . . . . . at cost

8. Any costs associated with a Records request must be paid in advance of delivery by the owner or their proxy. An owner who makes a request for Records and subsequently declines to accept delivery will be liable for payment of all costs under this Policy.
9. On a case-by-case basis, in the absolute discretion of the Association, and with concurrence of the owner, the Association may agree to invoice the cost of the Records request to the owner's account. Owner agrees to pay the total amount invoiced within thirty (30) days after the date a statement is mailed to the Owner. Any unpaid balance will accrue interest as an assessment as allowed under the Declarations.
10. On a case-by-case basis where an owner request for Records is deemed to be minimal, the Association or its managing agent reserves the right to waive notice under section 2 and/or fees under section 7.
11. All costs associated with fulfilling the request under this Policy will be paid by the Association's Managing Agent. All fees paid to the Association under this Policy will be reimbursed to the Association's Managing Agent or paid directly to the Association's Managing Agent.

This Policy is effective upon recordation in the Public Records of Montgomery County, Texas, and supersedes any policy regarding records production which may have previously been in effect. Except as affected by the TEXAS PROPERTY CODE and/or by this Policy, all other provisions contained in the Declarations or any other dedicatory instruments of the Association shall remain in full force and effect.

This is to certify that the foregoing Policy was adopted by the Board of Directors by unanimous consent, effective as of the 27<sup>th</sup> day of December, 2011, until such date as it may be modified, rescinded or revoked.

The Board of Directors hereby approves and authorizes the above Policy.

Signed this 27<sup>th</sup> day of December, 2011.

**EMERALD LAKES  
PROPERTY OWNERS ASSOCIATION**

By: 

Name: Wilken C. Hintarmister

Title: President

**FILED FOR RECORD**

02/17/2012 1:45PM

*Mark Jumball*

COUNTY CLERK  
MONTGOMERY COUNTY, TEXAS

STATE OF TEXAS  
COUNTY OF MONTGOMERY

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

**02/17/2012**



*Mark Jumball*

County Clerk  
Montgomery County, Texas

**CORPORATE CERTIFICATE  
EMERALD LAKES PROPERTY OWNERS ASSOCIATION**

LT1-1-2012014172-1

The undersigned certifies that he/she is the President of Emerald Lakes Property Owners Association (the "Association"). The Association is the property owners' association for Emerald Lakes, a subdivision in Montgomery County, Texas, according to the map or plat thereof recorded in the Map Records of Montgomery County, Texas (the "Subdivision").

The Association is a Texas non-profit corporation, and a true and correct copy of the **Payment Plan Policy of Emerald Lakes Property Owners Association** is attached to this certificate as Exhibit "A."

Signed this 27<sup>th</sup> day of December, 2011.

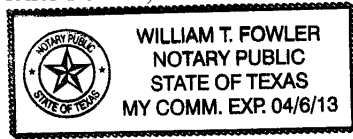
**EMERALD LAKES  
PROPERTY OWNERS ASSOCIATION**

By: *William H. Hester*  
Name: William Hester  
Title: President

STATE OF TEXAS §  
COUNTY OF MONTGOMERY §

SWORN TO AND SUBSCRIBED BEFORE ME on the 27<sup>th</sup> day of December, 2011, by William H. Hester, President of Emerald Lakes Property Owners Association, a Texas non-profit corporation, on behalf of said corporation.

*William T. Fowler*  
NOTARY PUBLIC, State of Texas

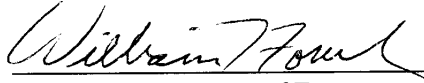


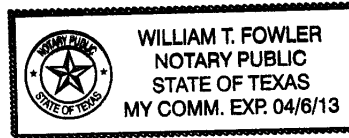
LT2-6

THE STATE OF TEXAS §

COUNTY OF MONTGOMERY §

This instrument was acknowledged before me on the 27<sup>th</sup> day of December, 2011, by William L. Hintarmisten, President of Emerald Lakes Property Owners Association, a Texas non-profit corporation, on behalf of said corporation.

  
NOTARY PUBLIC, State of Texas



**AFTER RECORDING RETURN TO:**  
William T. Fowler  
The Fowler Law Firm  
300 West Davis, Suite 510  
Conroe, Texas 77301

**PAYMENT PLAN POLICY OF  
EMERALD LAKES PROPERTY OWNERS ASSOCIATION**

**WHEREAS**, the property affected by this Payment Plan Policy is subject to certain dedications, covenants and restrictions (the "Declaration") set out in instruments recorded in the Official Public Records of Real Property at Montgomery County, Texas, as follows:

- Declaration of Covenants, Conditions and Restrictions for Emerald Lakes, Section One, of record in the Official Public Records of Real Property of Montgomery County, Texas, under Clerk's File No. 2007-036741; and
- Declaration of Covenants, Conditions and Restrictions for Emerald Lakes, Section Two, of record in the Official Public Records of Real Property of Montgomery County, Texas, under Clerk's File No. 2007-129162; and
- Declaration of Covenants, Conditions and Restrictions for Emerald Lakes, Section Two, as amended by instrument of record in the Official Public Records of Real Property of Montgomery County, Texas, under Clerk's File No. 2010-072404; and
- Declaration of Covenants, Conditions and Restrictions for Emerald Lakes, Section Three, of record in the Official Public Records of Real Property of Montgomery County, Texas, under Clerk's File No. 2009-0093631; and

**WHEREAS**, pursuant to the authority vested in Emerald Lakes Property Owners Association (the "Association") in the Declaration and as required by the TEXAS PROPERTY CODE, the Board of Directors of the Association (the "Board") hereby promulgates the following Payment Plan Policy.

**NOW, THEREFORE, BE IT RESOLVED** that the following conditions and requirements are hereby established for Association Payment Plans:

1. Subject to Section 12 below, owners are entitled to make partial payments for delinquent amounts owed to the Association under a Payment Plan in compliance with this Policy.
2. Late fees, penalties and delinquent collection related fees will be not be added to the owner's account while the Payment Plan is active. The Association may impose a fee for administering a Payment Plan. Such fee, if any, will be listed on the Payment Plan form and may change from time-to-time. Interest will continue to accrue during a Payment Plan as allowed under the Declarations. The Association can provide an estimate of the amount of interest that will accrue under any proposed plan.
3. All Payment Plans must be in writing on the form provided by the Association and signed by the owner.

4. The Payment Plan becomes effective and is designated as “active” upon:
  - a. receipt of a fully completed and signed Payment Plan form; and
  - b. receipt of the first payment under the plan; and
  - c. acceptance by the Association as compliant with this Policy.
  
5. A Payment Plan may be as short as three (3) months and as long as eighteen (18) months based on the guidelines below. The durations listed below are provided as guidelines to assist owners in submitting a Payment Plan.
  - a. Total balance up to 2 times annual assessment ... up to 6 months;
  - b. Total balance up to 3 times annual assessment ... up to 12 months;
  - c. Total balance greater than 3 times annual assessment ... up to 18 months.
  
6. On a case-by-case basis and upon request of the owner, the Board may approve more than one Payment Plan to be executed in sequence to assist the owner in paying the amount owed. The individual Payment Plans may not exceed eighteen (18) months.
  
7. A Payment Plan must include sequential monthly payments. The total of all proposed payments must equal the current balance plus Payment Plan administrative fees, if any, plus the estimated accrued interest.
  
8. If an owner requests a Payment Plan that will extend into the next assessment cycle, the owner will be required to pay future assessments by the due date in addition to the payments specified in the Payment Plan.
  
9. If an owner defaults on the terms of the Payment Plan, the Payment Plan will be voided. The Association will provide written notice to the owner that the Payment Plan has been voided. It is considered a default of the Payment Plan, if the owner:
  - a. fails to return a signed Payment Plan form with the initial payment; or
  - b. misses a payment due in a calendar month; or
  - c. makes a payment for less than the agreed upon amount; or
  - d. fails to pay a future assessment by the due date in a Payment Plan which spans additional assessment cycles.

In the absolute discretion of the Association, the Association may waive default under item b, c or d above if the owner makes up the missed or short payment on the immediate next calendar month payment. The Association may, but has no obligation to, provide a courtesy notice to the owner of the missed or short payment.

10. On a case-by-case basis, the Association may agree, but has no obligation, to reinstate a voided Payment Plan once during the original duration of the Payment Plan if all missed payments are made up at the time the owner submits a written request for reinstatement.



11. If a Payment Plan is voided, the full amount due by the owner shall immediately become due. The Association will resume the process for collecting amounts owed using all remedies available under the Declarations and the law.
12. The Association has no obligation to accept a Payment Plan from any owner who has defaulted on the terms of a Payment Plan within the last two (2) years.

This Policy is effective upon recordation in the Public Records of Montgomery County, Texas, and supersedes any policy regarding alternative payment schedules which may have previously been in effect. Except as affected by the TEXAS PROPERTY CODE and/or by this Policy, all other provisions contained in the Declarations or any other dedicatory instruments of the Association shall remain in full force and effect.

This is to certify that the foregoing Payment Plan Policy was adopted by the Board of Directors by unanimous consent, effective as of the 27<sup>th</sup> day of December, 2011, until such date as it may be modified, rescinded or revoked.

The Board of Directors hereby approves and authorizes the above Policy.

Signed this 27<sup>th</sup> day of December, 2011.

**EMERALD LAKES  
PROPERTY OWNERS ASSOCIATION**

By:   
Name: William Hinton  
Title: President

**FILED FOR RECORD**

02/17/2012 1:45PM



COUNTY CLERK  
MONTGOMERY COUNTY, TEXAS

STATE OF TEXAS  
COUNTY OF MONTGOMERY

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

**02/17/2012**



County Clerk  
Montgomery County, Texas

**CORPORATE CERTIFICATE  
EMERALD LAKES PROPERTY OWNERS ASSOCIATION**

The undersigned certifies that he/she is the President of Emerald Lakes Property Owners Association (the "Association"). The Association is the property owners' association for Emerald Lakes, a subdivision in Montgomery County, Texas, according to the map or plat thereof recorded in the Map Records of Montgomery County, Texas (the "Subdivision").

The Association is a Texas non-profit corporation, and a true and correct copy of the **Architectural Control Guidelines and Regulations of Emerald Lakes Property Owners Association** is attached to this certificate as Exhibit "A."

Signed this 27<sup>th</sup> day of December, 2012.

**EMERALD LAKES  
PROPERTY OWNERS ASSOCIATION**

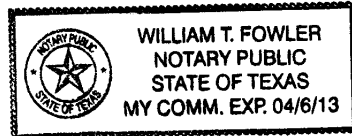
By: *William L. Hirsteamistee*  
Name: William L. Hirsteamistee  
Title: President

STATE OF TEXAS §

COUNTY OF MONTGOMERY §

SWORN TO AND SUBSCRIBED BEFORE ME on the 27<sup>th</sup> day of December, 2012, by William L. Hirsteamistee, President of Emerald Lakes Property Owners Association, a Texas non-profit corporation, on behalf of said corporation.

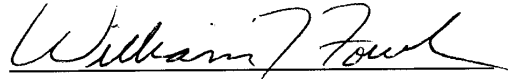
*William T. Fowler*  
NOTARY PUBLIC, State of Texas



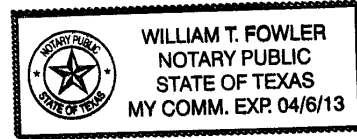
THE STATE OF TEXAS §

COUNTY OF MONTGOMERY §

This instrument was acknowledged before me on the 27<sup>th</sup> day of December, 2012, by William T. Hintarmister, President of Emerald Lakes Property Owners Association, a Texas non-profit corporation, on behalf of said corporation.



NOTARY PUBLIC, State of Texas



**AFTER RECORDING RETURN TO:**

William T. Fowler  
The Fowler Law Firm  
300 West Davis, Suite 510  
Conroe, Texas 77301

**ARCHITECTURAL CONTROL GUIDELINES AND REGULATIONS  
OF  
EMERALD LAKES PROPERTY OWNERS ASSOCIATION**

**WHEREAS**, the property affected by these Architectural Control Guidelines and Regulations is subject to certain dedications, covenants and restrictions (the "Declaration") set out in instruments recorded in the Official Public Records of Real Property at Montgomery County, Texas, as follows:

- Declaration of Covenants, Conditions and Restrictions for Emerald Lakes, Section One, of record in the Official Public Records of Real Property of Montgomery County, Texas, under Clerk's File No. 2007-036741; and
- Declaration of Covenants, Conditions and Restrictions for Emerald Lakes, Section Two, of record in the Official Public Records of Real Property of Montgomery County, Texas, under Clerk's File No. 2007-129162; and
- Declaration of Covenants, Conditions and Restrictions for Emerald Lakes, Section Two, as amended by instrument of record in the Official Public Records of Real Property of Montgomery County, Texas, under Clerk's File No. 2010-072404; and
- Declaration of Covenants, Conditions and Restrictions for Emerald Lakes, Section Three, of record in the Official Public Records of Real Property of Montgomery County, Texas, under Clerk's File No. 2009-0093631; and

**WHEREAS**, pursuant to the authority vested in Emerald Lakes Property Owners Association (the "Association") in the Declaration and as required by the TEXAS PROPERTY CODE, the Board of Directors of the Association (the "Board") has determined that, in order to provide clear and definitive guidance for maintaining the aesthetics and architectural harmony of the community, it is appropriate to adopt guidelines toward that end. Therefore, the Board hereby promulgates the following Architectural Control Guidelines and Regulations.

**NOW, THEREFORE, BE IT RESOLVED** that the following conditions and requirements are hereby established for Association Architectural Control Guidelines and Regulations:

**GUIDELINES AND REGULATIONS**

The following are guidelines adopted by the Architectural Control Committee (the "ACC") to specify their standards, requirements and thought process used in evaluating various exterior improvements. These guidelines may be amended from time-to-time as circumstances, conditions or opinions of the ACC dictate. The ACC has the right to deny approval for a similar improvement based on the proximity of a property to a main boulevard or the visual relativity of the site to the overall development. As an example, a home located on the perimeter of the development may be

permitted to have a certain styled storage building, whereas on a main entry boulevard and depending on the configuration of the lot, this same item may not be approved. The intent being to maintain overall integrity within areas of higher visual impact.

It should be noted that the ACC approval is required prior to the installation or construction of the improvement or change. If an improvement is made without ACC approval, the Board of Directors has the legal right to enforce its removal.

The following guidelines shall be applicable to all properties under the jurisdiction of the Emerald Lakes Property Owners Association (the "Association").

These guidelines shall also encumber any future property which may be brought within the jurisdiction of the Association.

These guidelines supercede and take the place of any previous architectural control guidelines for the Association.

**A. DISPLAY OF FLAGS:**

1. These Guidelines apply to the display of ("Permitted Flags"):
  - a. the flag of the United States; and
  - b. the flag of the State of Texas; and
  - c. the official flag of any branch of the United States armed forces.
2. These Guidelines do not apply to any flags other than the Permitted Flags listed in Section 1 above including, but not limited to:
  - a. flags for schools, sports teams, businesses or foreign countries; or
  - b. flags with marketing, seasonal, historical, commemorative, nautical, political or religious themes; or
  - c. historical versions of flags permitted in section 1 above.
3. Permitted Flags may be displayed subject to these guidelines. Advance written approval of the ACC is required for any free-standing flagpole and any additional illumination associated with the display of Permitted Flags.
4. Permitted Flags must be displayed in a respectful manner in accordance with the current relevant federal, state or military code.
5. Permitted Flags must be displayed from a pole attached to a structure or to a free-standing pole. Permitted Flags may not be draped over or directly attached to

structures. For example, a Permitted Flag may not be laid across a fence or stapled to a garage door.

6. Permitted Flags shall be no larger than three foot (3') by five foot (5') in size.
7. Only one Permitted Flag may be displayed on a flagpole attached to a structure. Up to two Permitted Flags may be displayed on an approved free-standing flagpole that is at least fourteen feet (14') tall.
8. Flagpoles must be constructed of permanent, long-lasting materials with an appropriate finish that is harmonious with the dwelling.
9. A flagpole attached to a structure may be up to six feet (6') long and must be securely attached with a bracket with an angle of 30 to 45 degrees down from vertical. The flagpole must be attached in such a manner as to not damage the structure. One attached flagpole is allowed on any portion of a structure facing a street and one attached flagpole is allowed on the rear or backyard portion of a structure. Brackets which accommodate multiple flagpoles are not allowed.
10. Free-standing flagpoles may be up to twenty feet (20') tall, including any ornamental caps. Free-standing flagpoles must be permanently installed in the ground according to manufacturer's instructions. One free-standing flagpole is allowed in the portion of the owner's property between the main residential dwelling and any street and one free-standing flagpole is allowed in the rear or backyard portion of a property.
11. Free-standing flagpoles may not be installed in any location described below:
  - a. in any location other than the Owner's property; or
  - b. within a ground utility easement or encroaching into an aerial easement; or
  - c. beyond the side or rear setback lines (for example, on a lot with a 10' side setback line, a flagpole may not be installed closer than 10' from the side property line); or
  - d. beyond half the distance of the front setback line (for example, on a lot with a 30' front setback line, a flagpole may not be installed closer than 15' from the front property line); or
  - e. closer to a dwelling on an adjacent lot than the height of the flagpole (for example, a 20' flagpole cannot be installed closer than 20' from an adjacent house).
12. Lighting may be installed to illuminate Permitted Flags if they will be displayed at night and if existing ambient lighting does not provide proper illumination. Flag lighting must:

- a. be ground mounted in the vicinity of the flag; and
  - b. utilize a fixture that screens the bulb and directs light in the intended direction with minimal spillover; and
  - c. point towards the flag and face the main structure on the property or to the center of the property if there is no structure; and
  - d. provide illumination not to exceed the equivalent of a 60 watt incandescent bulb.
13. Flagpoles must not generate unreasonable noise levels which would disturb the quiet enjoyment of other residents. Each flagpole owner should take steps to reduce noise levels by using vinyl or plastic snap hooks, installing snap hook covers or securing a loose halyard (rope) around the flagpole with a flagpole clasp.
  14. Flagpoles are allowed solely for the purpose of displaying Permitted Flags. If a flagpole is no longer used on a daily basis, it must be removed.
  15. All flags and flagpoles must be maintained in good condition. Deteriorated flags must be removed and promptly replaced. Deteriorated or structurally unsafe flagpoles must be promptly repaired, replaced or removed.

**B. RAINWATER RECOVERY SYSTEMS:**

1. Rainwater Recovery Systems may be installed with advance written approval of the ACC subject to these guidelines.
2. All such Systems must be installed on land owned by the property owner. No portion of the Systems may encroach on adjacent properties or common areas.
3. Other than gutters and downspouts conventionally attached to a dwelling or appurtenant structure, all components of the Systems, such as tanks, barrels, filters, pumps, motors, pressure tanks, pipes and hoses, must be substantially screened from public view from any street or common area. Screening may be accomplished by:
  - a. placement behind a solid fence, a structure or vegetation; or
  - b. by burying the tanks or barrels; or
  - c. by placing equipment in an outbuilding otherwise approved by the ACC.
4. A rain barrel may be placed in a location visible from public view from any street or common area only if the configuration of the guttering system on the structure precludes screening as described above with the following restrictions:
  - a. the barrel must not exceed 55 gallons; and



- b. the barrel must be installed in close proximity to the structure on a level base with the guttering downspout leading directly to the barrel inlet at a substantially vertical angle; and
  - c. the barrel must be fully painted in a single color to blend with the adjacent home or vegetation; and
  - d. any hose attached to the barrel discharge must be neatly coiled and stored behind or beside the rain barrel in the least visible position when not in use.
5. Overflow lines from the Systems must not be directed onto or adversely affect adjacent properties or common areas.
6. Inlets, ports, vents and other openings must be sealed or protected with mesh to prevent children, animals and debris from entering the barrels, tanks or other storage devices. Open top storage containers are not allowed, however, where space allows and where appropriate, ACC approved ponds may be used for water storage.
7. Harvested water must be used and not allowed to become stagnant or a threat to health.
8. All Systems must be maintained in good repair. Unused Systems should be drained and disconnected from the gutters. Any unused Systems in public view must be removed from public view from any street or common area.

**C. DISPLAY OF RELIGIOUS ITEMS:**

1. A property owner or resident may display or attach one or more religious items to each or any entry to their dwelling. Such items may include any thing related to any faith that is motivated by the resident's sincere religious belief or tradition.
2. Individually or in combination with each other, the items at any entry may not exceed 25 square inches total in size.
3. The items may only be displayed on or attached to the entry door or frame and may not extend beyond the outside edge of the door frame.
4. To the extent allowed by the Texas state constitution and the United States constitution, any such displayed or affixed religious items may not:
  - a. threaten public health or safety; or
  - b. violate any law; or
  - c. contain language, graphics or any display that is patently offensive to a passerby.

5. Approval from the ACC is not required for displaying religious items in compliance with these guidelines.
6. As provided by Section 202.018 of the TEXAS PROPERTY CODE, the Association may remove any items displayed in violation of these guidelines.

**D. ROOFING MATERIALS:**

1. All buildings shall be roofed with composition shingles unless otherwise approved in writing by the ACC. Wood shingles are specifically prohibited for safety reasons.
2. Composition shingles must weigh at least 230 pounds per square and have a stated warranty of at least 25 years. Shingles must have a laminated design. Three-tab shingles are specifically prohibited except for use as a starter and cap rows.
3. Roof shingles must be dark brown or dark gray tones. Light brown, light gray, blue, green, red and white colors are not allowed.
4. Roof overlays are not allowed. Prior to roofing, all existing materials must be removed down to clean decking. Any damaged or deteriorated decking must be replaced.
5. Ridge vent are encouraged, to improve ventilation, reduce attic temperature and reduce cooling costs, but are not required.
6. All roof protrusions, such as vents, roof jacks, must be painted to match the shingles.
7. Subject to Section 8 below and with advance written approval from the ACC, an owner may install shingles (“Alternative Shingles”) which are designed primarily to:
  - a. be wind and hail resistant; or
  - b. provide heating or cooling efficiencies greater than traditional composition shingles; or
  - c. provide solar energy capture capabilities.
8. Once installed, any such Alternative Shingles must:
  - a. resemble the shingles used or authorized to be used on other structures within the Association; and
  - b. be more durable than and of equal or superior quality to the shingles used or authorized to be used on other structures within the Association; and
  - c. match the aesthetics of properties surrounding the owner’s property.

**E. SOLAR ENERGY DEVICES:**

1. These guidelines apply to solar energy devices (“Devices”) as defined in Section 171.107(a) of the Texas Tax Code. A solar energy device means a system or series of mechanisms designed primarily to provide heating or cooling or to produce electrical or mechanical power by collecting and transferring solar-generated energy. The term includes a mechanical or chemical device that has the ability to store solar-generated energy for use in heating or cooling or in the production of power.
2. Such Devices may only be installed with advance written approval of the ACC subject to these guidelines.
3. Any such Device must be installed on land or structures owned by the property owner. No portion of the Devices may encroach on adjacent properties or common areas.
4. Such Devices may only be installed in the following locations:
  - a. on the roof of the main residential dwelling; or
  - b. on the roof of any other approved structure; or
  - c. within a fenced yard or patio.
5. For Devices mounted on a roof, the Device must:
  - a. have no portion of the Device higher than the roof section to which it is attached; and
  - b. have no portion of the Device extend beyond the perimeter boundary of the roof section to which it is attached; and
  - c. conform to the slope of the roof; and
  - d. be aligned so the top edge of the Device is parallel to the roof ridge line for the roof section to which it is attached; and
  - e. have a frame, brackets and visible piping or wiring that is a color to match the roof shingles or a silver, bronze or black tone commonly available in the marketplace; and
  - f. be located in a position on the roof which is least visible from any street or common area, so long as such location does not reduce estimated annual energy production more than 10% over alternative roof locations (as determined by a publically available modeling tool provided by the National Renewable Energy Laboratory [[www.nrel.gov](http://www.nrel.gov)] or equivalent entity).

6. For Devices located in a fenced yard or patio, no portion of the Device may extend above the top of the fence. If the fence is not a solid fence which blocks view of the Device, the Association may require the Device be placed in a location behind a structure or otherwise require visual screening. The Association may consider installation of Devices on properties without a fenced yard if there is adequate screening from public view from any street or common area.
7. All Devices must be installed in compliance with manufacturer's instruction and in a manner which does not void material warranties. Licensed craftsmen must be used where required by law. Permits must be obtained where required by law.
8. Installed Devices may not:
  - a. threaten public health or safety; or
  - b. violate any law; or
  - c. substantially interfere with the use and enjoyment of land by causing unreasonable discomfort or annoyance to any adjoining property owner.
9. All Devices must be maintained in good repair. Unused or inoperable Devices must be removed.

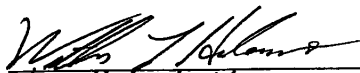
These guidelines are effective upon recordation in the Public Records of Montgomery County, Texas, and supersede any guidelines which may have previously been in effect. Except as affected by the TEXAS PROPERTY CODE and/or by these guidelines, all other provisions contained in the Declarations or any other dedicatory instruments of the Association shall remain in full force and effect.

This is to certify that the foregoing Architectural Control Guidelines and Regulations was adopted by the Board of Directors by unanimous consent, effective as of the 27<sup>th</sup> day of December, 2011, until such date as it may be modified, rescinded or revoked.

The Board of Directors hereby approves and authorizes the above Policy.

Signed this 27<sup>th</sup> day of December, 2011.

**EMERALD LAKES  
PROPERTY OWNERS ASSOCIATION**

By:   
Name: William L. Hiatt  
Title: President

**FILED FOR RECORD**

02/17/2012 1:45PM



COUNTY CLERK  
MONTGOMERY COUNTY, TEXAS

STATE OF TEXAS  
COUNTY OF MONTGOMERY

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

**02/17/2012**



County Clerk  
Montgomery County, Texas



**CERTIFICATE OF AUTHENTICITY OF DEDICATORY INSTRUMENTS**  
**OF EMERALD LAKES PROPERTY OWNERS ASSOCIATION**

The undersigned certifies that he is the duly appointed and acting President of EMERALD LAKES PROPERTY OWNERS ASSOCIATION (the "Association"). The Association is the property owners' association for Emerald Lakes Sections One, Two and Three, Montgomery County, Texas (the "Subdivision").

The Subdivision is subject to certain dedications, covenants, easements and restrictions as set out in the Declarations of Covenants, Conditions and Restrictions for EMERALD LAKES recorded in the Official Records of Real Property of Montgomery County, Texas under Clerk's File No. 2007-036741 (Section One), 2007-129162 (Section Two), and 2009-009331 (Section Three).

The Association is a Texas nonprofit corporation, and a true and correct copy of the Association's current **Bylaws** are attached to this Certificate as Exhibit "A". Also attached to this Certificate, as Exhibit "B" is a true and correct copy of the Association's Certificate of Formation.

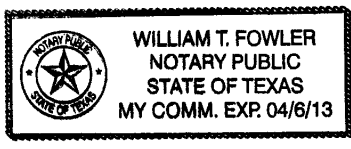
SIGNED this 27<sup>th</sup> day of December, 2011.

  
WILLIAM L. HINTERMISTER, President of  
Emerald Lakes Property Owners Association

STATE OF TEXAS                    §  
  §  
COUNTY OF MONTGOMERY    §

SWORN TO AND SUBSCRIBED to before me on the 27<sup>th</sup> day of December, 2011, by WILLIAM L. HINTERMISTER.

  
Notary Public – State of Texas



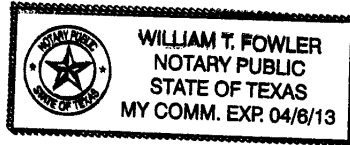
THE STATE OF TEXAS §

COUNTY OF MONTGOMERY §

This instrument was acknowledged before me on the 27<sup>th</sup> day of December, 2011,  
by WILLIAM L. HINTERMISTER, President of EMERALD LAKES PROPERTY OWNERS  
ASSOCIATION, a Texas nonprofit corporation, on behalf of said corporation.

*William T. Fowler*

Notary Public – State of Texas



**AFTER RECORDING RETURN TO:**

William T. Fowler  
300 West Davis, Suite 510  
Conroe, Texas 77301

**BYLAWS**  
**OF**  
**EMERALD LAKES**  
**PROPERTY OWNERS ASSOCIATION**  
**(Amended and Restated December 2011)**

EXHIBIT "A"



**BYLAWS OF  
EMERALD LAKES PROPERTY OWNERS ASSOCIATION  
TABLE OF CONTENTS**

**ARTICLE 1**

**OFFICES**

- 1.01 Principal Office
- 1.02 Other Offices
- 1.03 Change of Location

**ARTICLE 2**

**DEFINITIONS**

**ARTICLE 3**

**QUALIFICATIONS FOR MEMBERSHIP**

- 3.01 Membership
- 3.02 Proof of Membership
- 3.03 No Additional Qualification

**ARTICLE 4**

**VOTING RIGHTS**

- 4.01 Voting
- 4.02 Classes of Membership
- 4.03 Methods of Voting
- 4.04 Proxies
- 4.05 Quorum
- 4.06 Required Vote
- 4.07 Cumulative Voting
- 4.08 Election Vote Tabulators
- 4.09 Recount Procedures

**ARTICLE 5**

**MEETINGS OF MEMBERS**

- 5.01 Annual Meetings
- 5.02 Special Meetings
- 5.03 Place
- 5.04 Notice of Meetings
- 5.05 Order of Business at Meetings
- 5.06 Action without Meeting by Unanimous Consent
- 5.07 Action by Non-Unanimous Consent

**ARTICLE 6**

**BOARD OF DIRECTORS**

- 6.01 Number
- 6.02 Term
- 6.03 Removal
- 6.04 Vacancies
- 6.05 Director Appointments
- 6.06 Compensation
- 6.07 Powers and Duties
- 6.08 Actions of Board of Directors

**ARTICLE 7**

**NOMINATION AND ELECTION OF DIRECTORS**

- 7.01 Nomination of Directors
- 7.02 Election
- 7.03 Rules and Procedures

**ARTICLE 8**

**MEETINGS OF DIRECTORS**

- 8.01 Regular Meetings
- 8.02 Special Meetings
- 8.03 Meeting Notice to Members of the Association
- 8.04 Meetings Without Notice
- 8.05 Quorum

- 8.06 Voting Requirement
- 8.07 Open Board Meetings; Executive Session

## **ARTICLE 9**

### **COMMITTEES**

- 9.01 Appointed by Board of Directors
- 9.02 Authority of Committees
- 9.03 Discharge of Committees and Committeemen

## **ARTICLE 10**

### **OFFICERS**

- 10.01 Enumeration of Officers
- 10.02 Term
- 10.03 Resignation and Removal
- 10.04 Multiple Offices
- 10.05 Compensation

## **ARTICLE 11**

### **PRESIDENT**

- 11.01 Election
- 11.02 Duties

## **ARTICLE 12**

### **VICE PRESIDENT**

- 12.01 Election
- 12.02 Duties

## **ARTICLE 13**

### **SECRETARY**

- 13.01 Election
- 13.02 Duties

**ARTICLE 14**

**TREASURER**

- 14.01 Election
- 14.02 Duties

**ARTICLE 15**

**BOOKS AND RECORDS**

- 15.01 Maintenance
- 15.02 Inspection

**ARTICLE 16**

**AMENDMENTS**

- 16.01 Amendments

**ARTICLE 17**

**CONFLICTS**

- 17.01 Restrictions Govern

**ATTESTATION**

## **ARTICLE 1**

### **OFFICES**

1.01. Principal Office. The principal office of the Association shall be located at 14662 Hwy 75 North, Willis, Texas 77378.

1.02. Other Offices. The corporation also may have offices at such other places within Montgomery County, Texas, as the Board of Directors may from time to time determine or the business of the Association may require.

1.03. Change of Location. The Board of Directors may change the location of any office of the Association.

## **ARTICLE 2**

### **DEFINITIONS**

2.01. "Association" shall mean and refer to Emerald Lakes Property Owners Association, its successors and assigns.

2.02. "Subdivision" shall mean and refer to (i) that certain real property heretofore platted and known as Emerald Lakes, Section One, a subdivision in Montgomery County, Texas, according to the map or plat thereof recorded in Cabinet Z, Sheets 730-736, inclusive, Map Records of Montgomery County, Texas, and as described in the Declaration of Covenants, Conditions and Restrictions for Emerald, Section One, said Declaration being recorded in the Real Property Records of Montgomery County, Texas, under County Clerk's File No. 2007-036741, and (ii) that certain real property heretofore platted and known as Emerald Lakes, Section Two, a subdivision in Montgomery County, Texas, according to the map or plat thereof recorded in Cabinet Z, Sheets 990 et. seq., Map Records of Montgomery County, Texas, and as described in the Declaration of Covenants, Conditions and Restrictions for Emerald, Section Two, said Declaration being recorded in the Real Property Records of Montgomery County, Texas, under County Clerk's File No. 2007-129162, and (iii) that certain real property heretofore platted and known as Emerald Lakes, Section Three, a subdivision in Montgomery County, Texas, according to the map or plat thereof recorded in Cabinet Z, Sheets 1490 et. seq., Map Records of Montgomery County, Texas, and as described in the Declaration of Covenants, Conditions and Restrictions for Emerald, Section Three, said Declaration being recorded in the Real Property Records of Montgomery County, Texas, under County Clerk's File No. 2009-009331 such other properties ("Properties") as may be brought within the scheme of development of the Emerald Lakes subdivision or subjected to similar covenants, conditions and restrictions pursuant to the provisions and authority of the above referenced Declaration of Covenants, Conditions and Restrictions (said Declaration of Covenants, Conditions and Restrictions and any declarations of covenants, conditions and restrictions hereafter adopted and imposed upon other properties that are brought within the scheme of development of the Emerald Lakes subdivision being hereinafter referred to as the "Restrictions").

2.03. "Common Area" shall mean all real property, if any, within the Subdivision, owned by the Association and dedicated for the common use and enjoyment of the Owners of property in the Subdivision.

2.04. "Lot" or "Lots" shall mean and refer to the numbered lots as shown on the plats of the Subdivision, any lot or tract resulting from the subdivision or re-subdivision of any Lot and any other tracts brought within the jurisdiction of the Association.

2.05. "Owner" shall mean and refer to the record owner, whether one or more persons or entities, of the fee simple title to any Lot which is a part of the Subdivision. In the event of an executory contract for installment sale or contract for deed covering any Lot, the "Owner" shall be the purchaser named in the contract. "Owner" does not include those persons or entities having an interest merely as security for the performance of an obligation, persons or entities who own only an easement, or those having an interest in the mineral estate only.

2.06. "Developer" and/or "Declarant" shall mean and refer to Lake Forest Development, LLC, and to any entity which succeeds to all or substantially all of the unsold Lots in the Subdivision or to the Properties, by merger, consolidation or conveyance and to whom the Developer/Declarant's rights and privileges as the developer of the Subdivision are specifically assigned, as evidenced by a written instrument recorded in the Official Public Records of Real Property of Montgomery County, Texas.

2.07. "Restrictions" shall mean and refer to the Declaration of Covenants, Conditions, and Restrictions for Emerald Lakes, Section One, as filed in the Official Public Records of Real Property of Montgomery County, Texas, under Clerk's File No.2007-036741, the Declaration of Covenants, Conditions and Restrictions for Emerald Lakes, Section two, as filed in the Official Public Records of Real Property of Montgomery County, Texas, under Clerk's File No. 2007-129162, as amended by instrument filed in the Official Public Records of Real Property of Montgomery County, Texas, under Clerk's File No. 2010-072404, the Declaration of Covenants, Conditions and Restrictions for Emerald Lakes, Section Three, as filed in the Official Public Records of Real Property of Montgomery County, Texas, under Clerk's File No. 2009-009331, and to any similar declaration applicable to the Properties that may hereafter be brought within the scheme of development of the Emerald Lakes subdivision and subjected to the jurisdiction of the Association.

2.08. "Member" shall mean and refer to those persons entitled to membership in the Association.

### **ARTICLE 3**

#### **QUALIFICATIONS FOR MEMBERSHIP**

3.01. Membership. The membership of the Association shall consist of all the Owners of the Lots within the Subdivision or brought within the jurisdiction of the Association pursuant to the provisions and authority of said Restrictions, including contract purchasers and including the Developer. The foregoing is not intended to include persons or entities holding title only as a

lienholder or the owner of a mineral interest only. Membership shall be appurtenant to and may not be separated from ownership of any Lot.

3.02. Proof of Membership. The rights of membership shall not be exercised by any person until satisfactory proof has been furnished to the Secretary of the Association that the person is qualified as a Member. Such proof may consist of a copy of a duly executed and acknowledged deed, contract for deed or title insurance policy evidencing ownership of a Lot or Lots in the Subdivision. Such deed, contract for deed or policy shall be deemed conclusive in the absence of a conflicting claim based on a later deed, contract or policy.

3.03. No Additional Qualification. The sole qualification for membership shall be ownership of a Lot or Lots in the Subdivision. No initiation fees, costs, or dues shall be assessed against any person as a condition of membership except such assessments, levies, and charges as are specifically authorized under the Restrictions.

#### **ARTICLE 4** **VOTING RIGHTS**

4.01. Voting. Except for the Class B Member, voting shall be on a one vote per Lot basis. The Owner or Owners of each Lot are entitled to one vote [or in the case of Class B Member, ten (10) votes] for each Lot owned in the Subdivision. If record title to a particular Lot or Lots is in the name of two or more persons, all co-owners shall be Members and may attend any membership meeting of the Association but the voting rights appurtenant to each such Lot may not be divided and fractional votes shall not be allowed. Any one of said co-owners may exercise the vote appurtenant to each such Lot so owned at any meeting of the Members and such vote shall be binding and conclusive on all of the other co-owners of said Lot who are not present; provided, if one of the non-attending co-owners has given the Association notice of objection to the attending co-owner's vote, no vote shall be cast for said Lot except upon notice of unanimous consent by all such co-owners being given to the Association. Except in the case of the Class B Member, in the event more than one vote is cast for a single Lot by an Owner, none of the votes so cast shall be counted and all of such votes shall be deemed void. No Member shall be eligible to vote on any matter, including the election of Directors, if such Member is in default in the payment of any fees, assessments or fines due the Association.

4.02. Classes of Membership. The Association shall have two (2) classes of voting membership:

CLASS A. Class A Members shall be all Owners with the exception of the Declarant and shall be entitled to one (1) vote for each Lot owned.

CLASS B. The Class B Member shall be the Declarant. The Class B Member shall have exclusive control and authority to appoint all members of the Board of Directors of the Association. The Class B Member shall be entitled to ten (10) votes for each Lot owned within the Subdivision. Declarant shall retain its Class B Membership and retain control and authority to appoint all

members of the Board of Directors until the earlier to occur of the following: (i) the total votes outstanding in Class A Membership equal the total votes outstanding in Class B Membership; (ii) January 1, 2020; or (iii) when Declarant shall elect to terminate the Class B Membership and shall file a written statement to such effect in the Official Public Records of Real Property of Montgomery County, Texas. At such time, the Class B Membership shall be converted to Class A Membership and elections shall be held to elect the Members of the Board of Directors of the Association pursuant to the provisions of the Certificate of Formation and these Bylaws. Provided however, if, prior to January 1, 2020, additional property is subjected to the jurisdiction of the Association as provided in the Declaration, the Class B Membership shall be automatically reinstated subject to further termination (i) when, once again, the total votes outstanding in Class A Membership equals the total votes outstanding in Class B Membership, (ii) on January 1, 2020, or (iii) Declarant shall elect to terminate the Class B Membership, whichever event first occurs. The provisions of this paragraph, as it relates or applies to the election of Directors, shall be subject to the provisions of any applicable law requiring the election of the Directors, or a portion thereof, by the Members.

4.03. Methods of Voting.

The voting rights of a Member may be cast or given:

- (1) in person or by proxy at a meeting of the Association;
- (2) by absentee or mailed ballot; or
- (3) by electronic ballot by electronic mail or facsimile.

Any vote cast must be in writing and signed by the Member as required by Section 209.0058 of the TEXAS PROPERTY CODE. Electronic votes constitute written and signed ballots.

Absentee ballots may not be counted, even if properly delivered, if the Member attends any meeting to vote in person so that any vote cast at a meeting by the Member supersedes any vote submitted by absentee or electronic ballot previously submitted for that proposal. Absentee or electronic ballots may not be counted on the final vote of a proposal if the motion was amended at a meeting of the Members to be different from the exact language on the absentee or electronic ballot. Any solicitation for votes by absentee ballot by the Association must include an absentee ballot that contains each proposed action and provides an opportunity to vote for or against the proposed action, instructions for delivery of the completed absentee ballot, including the delivery location, all of which are required by Section 209.00592 of the TEXAS PROPERTY CODE.

4.04. Proxies. All proxies shall be in writing and filed with the Secretary of the Association. Every proxy shall be revocable and shall automatically cease on conveyance by the Member of his Lot, or on receipt of notice by the Secretary of the death or judicially declared incompetence of such Member. No proxy shall be valid after eleven (11) months from the date of its execution, unless otherwise specifically provided in the proxy.

4.05. Quorum. The presence, either in person or by proxy, at any meeting, of Members entitled to cast at least twenty (20%) percent of the total votes of the Association shall constitute a



quorum for any action. Absentee or mailed ballots and electronic and faxed ballots shall count for purposes of establishing a quorum. In the absence of a quorum at a meeting of the Members, the meeting shall be adjourned and immediately reconvened for the sole purpose of conducting Director elections. The quorum required for election of Directors at the reconvened meeting shall be the number of votes cast in person, by proxy, by absentee or mailed ballot, and electronic ballot or faxed ballot. For all purposes other than the election of Directors, if at the meeting the required quorum is not present, another meeting may be called subject to the same notice requirement, and the required quorum at the subsequent meeting shall be one-half (½) of the required quorum at the preceding meeting. No subsequent meeting shall be held more than (60) days following the preceding meeting.

4.06. Required Vote. The vote of the majority of the votes entitled to be cast by the Members present or represented by proxy, or voting by absentee or mailed ballot or by electronic ballot or facsimile at a meeting at which a quorum is present shall be the act of the meeting of the Members, unless the vote of a greater number is required by statute, the Restrictions, the Certificate of Formation or these Bylaws.

4.07. Cumulative Voting. Cumulative voting shall not be permitted.

4.08. Election Vote Tabulators. A person who is a candidate in an Association election or who is otherwise the subject of an Association vote, or a person related to that person within the third degree of consanguinity or affinity, as determined under Chapter 573 of the TEXAS GOVERNMENT CODE, may not tabulate or otherwise be given access to the ballots cast in the election or vote.

4.09. Recount Procedures. Owner may, not later than the fifteenth (15<sup>th</sup>) day after the date of a meeting at which an election was held, require a recount of votes in accordance with Section 209.0057 of the TEXAS PROPERTY CODE.

## **ARTICLE 5**

### **MEETINGS OF MEMBERS**

5.01. Annual Meetings. An annual meeting of the Members of the Association shall be held at the hour of 10:00 a.m. on the first (1st) Saturday in October of each year, beginning on the first (1<sup>st</sup>) Saturday of the first October after the termination of the Class B Membership or at such earlier date as the Declarant shall determine. If the day for the annual meeting of the Members is a legal holiday, the meeting shall be held at the same hour on the following Saturday.

5.02. Special Meetings. Special meetings of the Members may be called by the President, the Board of Directors, or by Members representing at least five percent (5%) of the total votes entitled to be cast by the Members.

5.03. Place. Meetings of the Members shall be held within the Subdivision or at a convenient meeting place as close thereto as possible as the Board may specify in writing.

5.04. Notice of Meetings. Written notice of all Members' meetings shall be given by or at the direction of the Secretary of the Association (or other persons authorized to call the meeting) by mailing or personally delivering a copy of such notice at least ten (10) but not more than fifty (50) days before such meeting to each Member entitled to vote at such meeting, addressed to the Member's address last appearing on the books of the Association, or supplied by such Member to the Association for the purpose of notice. Such notice shall specify the place, day and hour of the meeting and, in the case of a special meeting, the nature of the business to be undertaken. If mailed, such notice shall be deemed to be delivered when deposited in the United States mail addressed to the Member at the address last appearing on the books of the Association with postage thereon paid.

5.05. Order of Business at Meetings. The order of business at all meetings of the Members shall be as follows:

- (1) Roll call;
- (2) Proof of notice of meeting or waiver of notice;
- (3) Reading of Minutes of preceding meeting;
- (4) Reports of officers;
- (5) Reports of committees;
- (6) Election of directors;
- (7) Unfinished business; and
- (8) New business.

5.06. Action Without Meeting by Unanimous Consent. Any action required or permitted by the Certificate of Formation, these Bylaws, or the Code to be taken at a meeting of the Members of the Association may be taken without a meeting if all the Members entitled to vote with respect to the subject matter sign a written consent setting forth the action so taken.

5.07. Action by Non-Unanimous Consent. Any action required or permitted by the Certificate of Formation, these Bylaws, or the Code to be taken at any annual or special meeting of Members may be taken, subject to any statutory requirements, without a meeting, without prior notice, and without a vote, if the Members having not less than the minimum number of votes that would be necessary to take such action (had the matter arisen at a membership meeting at which the all Members entitled to vote on the action were present and voted) sign a written consent or consents setting forth the action so taken.

## **ARTICLE 6**

### **BOARD OF DIRECTORS**

6.01 Number. The affairs of the Association shall be managed by the Board of Directors consisting of no less than three (3) nor more than seven (7) persons. As long as Class B Membership exists, the Board shall consist of not less than three (3) Directors, none of whom need be Owners or Members of the Association. After termination of the Class B Membership, the Board shall consist of not less than five (5) Directors, all of whom shall be Members of the Association. During the existence of the Class B Membership, the Directors of the Association (including the initial

Directors) shall be appointed by the Class B Member. Upon termination of the Class b Membership, the Board of Directors shall be elected by a vote of all of the Members of the Association.

6.02 Term. Subject to the provisions of any applicable law requiring the election of Directors by the Members, the Directors set forth in the Certificate of Formation shall hold office until the annual election of Directors to be held at the first annual meeting of the Members of the Association after the termination of the Class B Membership or until their successors are elected and qualified. At the first annual meeting of the Members after the termination of the Class B membership, five (5) Directors will be elected, who will be divided into three classes. There will be one (1) Director in the first class, who will hold office until the first annual meeting of Members after his election or until his successor is elected and qualified; there will be two (2) Directors in the second class, who will hold office until the second annual meeting of Members after their election or until their successors are elected and qualified; and there will be two (2) Directors in the third class, who will hold office until the third annual meeting of members after their election or until their successors are elected and qualified. At each annual meeting of Members thereafter, Directors will be elected for the class whose term of office expires at that meeting, and they will hold office until the third annual meeting of Members after their election or until their successors are elected and qualified.

6.03 Removal. Except for the initial Directors or other Directors serving during the existence of Class B Membership, who shall serve until the first annual meeting of Members after the termination of the Class B Membership or until their successors are elected and qualified, Directors may be removed from office with or without cause by a majority of all of the votes entitled to be cast by the Members of the Association.

6.04 Vacancies. In the event of a vacancy on the Board caused by the death, disability, resignation, or removal of a Director, the remaining Directors shall, by majority vote, elect a successor who shall serve for the unexpired term of his predecessor in office.

6.05. Director Appointments. Any Board member whose term has expired must be elected by the Class A Members or the Class B Member as provided in these Bylaws. A Board member may be appointed by the Board only to fill a vacancy caused by a resignation, death or disability, as provided in these bylaws. A Board member appointed to fill a vacant position shall serve the unexpired term of the predecessor Board member.

Any directorship to be filled by reason of an increase in the number of directors shall be filled by election at an annual meeting or at a special meeting of Members called for that purpose.

6.06 Compensation. No Director shall receive compensation for any service he may render to the Association. A Director may, however, be reimbursed by the Board for actual expenses incurred by him in the performance of his duties.

6.07 Powers and Duties. The Board shall have the powers and duties, and shall be subject to limitations on such powers and duties, as enumerated in these Bylaws or in the Restrictions or as

set forth in the Certificate of Formation of the Association. In addition, the Board of Directors shall have the following powers and duties:

- a. cause to be kept a complete record of all its acts and corporate affairs and to present a statement thereof to the members at the annual meeting of the Members;
- b. supervise all officers, agents and employees of this Association, and see that their duties are properly performed;
- c. as more fully provided in the Restrictions to:
  - (1) adjust the amount of the annual maintenance fund assessment against each lot;
  - (2) send written notice of each assessment to every Owner subject thereto; and
  - (3) foreclose the lien against any property for which assessments are not timely paid and/or bring an action at law against each Owner personally obligated to pay the same;
- d. issue, or to cause an appropriate office to issue, upon demand by any person, a certificate setting forth whether or not any assessment has been paid. A reasonable charge may be made by the Board for the issuance of these certificates. If a certificate states an assessment has been paid, such certificate shall be conclusive evidence of such payment;
- e. procure and maintain, if possible, adequate liability and hazard insurance on property owned by the Association;
- f. cause all officers or employees having fiscal responsibilities to be bonded, as it may deem appropriate;
- g. cause the private roads and streets in the Subdivision to be maintained;
- h. cause the Common Area, if any, to be maintained;
- i. cause the Restrictions of the Subdivision to be enforced and administered;
- j. cause the architectural control of the Subdivision as set forth in the Restrictions;
- k. employ such accountants, attorneys, contractors or other persons or entities as the Board deems necessary to manage and administer the affairs of the Association;
- l. manage the affairs of the Association; and

m. perform all acts and do all things provided for or contemplated to be done by the Association in the Restrictions and the Certificate of Formation.

Directors shall exercise ordinary business judgment in managing the affairs of the Association. Directors shall act as fiduciaries with respect to the interests of the Members. In acting in their official capacity as directors of this Association, directors shall act in good faith and take actions they reasonably believe to be in the best interests of the Association and that are not unlawful. In all instances, the directors shall not take any action that they should reasonably believe would be contrary to the Association's best interests or would be unlawful. A director shall not be liable if, in the exercise of ordinary care, the director acts in good faith relying on written financial and legal statements provided by an accountant or attorney retained by the Association.

6.08 Actions of Board of Directors. The Board of Directors shall try to act by consensus. However, the vote of a majority of directors present and voting at a meeting at which a quorum is present shall be sufficient to constitute the act of the Board of Directors unless the act of a greater number is required by law or these Bylaws. A director who is present at a meeting and abstains from a vote is considered to be present and voting for the purpose of determining the decision of the Board of Directors. For the purpose of determining the decision of the Board of Directors, a director who is represented by proxy in a vote is considered present.

## **ARTICLE 7**

### **NOMINATION AND ELECTION OF DIRECTORS**

7.01. Nomination of Directors. After the termination of the Class B Membership, candidates for the Board of Directors of the Association may be nominated (i) by petition signed by eligible Members entitled to cast at least two (2) votes, provided such petition shall be received by the Secretary at least ten (10) days before the annual meeting, or (ii) at the annual meeting by motion and second by eligible Members.

7.02. Election. After the termination of the Class B Membership, directors are elected at the annual meeting of Members of the Association. Members, or their proxies, may cast, in respect to each directorship to be filled, as many votes as they are entitled to exercise under the provisions of the Restrictions. The nominees receiving the highest number of votes shall be elected. No Member may cumulate votes.

7.03. Rules and Procedures. The Board of Directors may adopt rules and procedures for the conduct of annual elections of Directors, provided that such rules and procedures are not inconsistent with these Bylaws. Such rules and procedures so adopted by the Board of Directors may provide for voting by mail.

**ARTICLE 8**  
**MEETINGS OF DIRECTORS**

8.01. Regular Meetings. Regular meetings of the Board of Directors shall be held no less often than quarterly at such place and at such time as may be fixed from time to time by resolution of the Board. The first regular meeting of each new Board shall be held within twenty (20) days after the annual meeting of Members. Notice of the time and place of such meeting shall be mailed or delivered to each member of the Board of Directors not less than five (5) nor more than fifteen (15) days before the date of the meeting. No notice of regular meetings of the Board of Directors (except for first regular meeting of each new Board) shall be required.

8.02. Special Meetings. Special meetings of the Board of Directors shall be held when called by written notice signed by the President and Secretary of the Board of Directors or by any two Directors. The notice shall specify the time and place of the meeting and the nature of any special business to be considered. Notice of any special meeting must be given to each Director not less than five (5) days (except in the case of emergencies), or more than fifteen (15) days prior to the date fixed for such meeting by written notice delivered personally or sent by mail or telegram to each Director at his address as shown in the records of the Association.

8.03. Meeting Notice to Members of the Association. Members shall be given notice of the date, hour, place, and general subject of a regular or special meeting of the Board, including a general description of any matter to be brought up for deliberation in executive session. The notice shall be (a) mailed to each member not later than the tenth (10<sup>th</sup>) day or earlier than the sixtieth (60<sup>th</sup>) day before the date of the meeting; or (b) provided at least seventy-two (72) hours before the start of the meeting by (i) posting the notice in a conspicuous manner reasonably designed to provide notice to the members in a place located on the Association's common property, or on conspicuously located private property within the subdivision, or by posting the notice on an Internet website maintained by the Association, and (ii) by sending the notice by e-mail to each owner who has registered an e-mail address with the Association.

8.04. Meetings Without Notice. The Board, by any method of communication, including electronic and telephonic meetings, may meet without prior notice to Members, if each director may hear and be heard by every other director, or the Board may take action by unanimous written consent to consider routine and administrative matters or a reasonably unforeseen emergency or urgent necessity that requires immediate Board attention. The action taken without notice to the Members must be summarized orally, including an explanation of any known actual or estimated expenditures approved at the meeting, and documented in the minutes at the next regular or special meeting of the Board. Notwithstanding the authority to meet without notice to the Members, the Board may not, without prior notice to the Members, consider or vote on fines; damage assessments; initiation of foreclosure actions; initiation of enforcement actions, excluding temporary restraining orders or violations involving a threat to health or safety; increases in assessments; levying of special assessments; appeals from a denial of architectural control approval; or the suspension of a right of a particular Member before the Member has an opportunity to attend a Board meeting to present the Member's position, including any defense on the issue.

8.05. Quorum. A quorum for the transaction of business by the Board of Directors shall be a majority of the number of Directors constituting the Board of Directors as fixed by these Bylaws.

8.06. Voting Requirement. The act of the majority of Directors present at a meeting at which a quorum is present shall be the act of the Board of Directors unless any provision of the Certificate of Formation or these Bylaws requires the vote of a greater number.

8.07. Open Board Meetings: Executive Session. Regular and special Board meetings shall be open to Members, subject to the right of the Board to adjourn a meeting and reconvene in closed executive session to consider actions involving personnel, pending or threatened litigation, contract negotiations, enforcement actions, confidential communications with the property Association's attorney, matters involving the invasion of privacy of individual owners, or matters that are to remain confidential by request of the affected parties and agreement of the Board. Following any executive session, any decision made in the executive session shall be summarized orally and placed in the minutes, in general terms, without breaching the privacy of individual owners, violating any privilege, or disclosing information that was to remain confidential at the request of the affected parties. The oral summary shall include a general explanation of any expenditures approved in executive session.

## **ARTICLE 9** **COMMITTEES**

9.01. Appointed by Board of Directors. The Board of Directors may appoint such committees as are required by the Restrictions. The Board may from time to time establish and appoint to such other committees as it shall deem necessary and advisable to assist the Board in the general operation and management of the Association. The Chairman and all Members of each such committee must be a Member of the Association.

9.02. Authority of Committees. The Board of Directors may grant to any committee thus established by the Board such authority and power consistent with these Bylaws as the Board shall deem required to carry out the intended purposes and functions of such committee.

9.03. Discharge of Committees and Committeemen. The Board of Directors may discharge any committee established by the Board and may remove and replace any committeeman appointed to any committee.

## **ARTICLE 10** **OFFICERS**

10.01. Enumeration of Officers. The Officers of the Association (who shall at all times be members of the Board of Directors) shall be a President, a Vice President, a Secretary and a Treasurer. The Board of Directors may, by resolution, create such other offices as it deems necessary or desirable.

10.02. Term. The Officers of this Association shall be elected annually by the Board of Directors and each shall hold office for a term of one year, unless such officer shall sooner resign, be removed, or be otherwise disqualified to serve.

10.03. Resignation and Removal. Any Officer may resign at any time by giving written notice to the Board, the President or the Secretary. Such resignation shall take effect at the date of receipt of such notice or at any later time specified therein. Any officer may be removed from office by the Board whenever, in the Board's judgment, the best interests of the Association would be served by such removal.

10.04. Multiple Offices. Any two or more offices may be held by the same person, except the offices of President and Secretary.

10.05. Compensation. Officers shall not receive compensation for services rendered to the Association, but they may be reimbursed for reasonable expenses actually incurred in connection with their duties as officers.

## **ARTICLE 11**

### **PRESIDENT**

11.01. Election. At the first meeting of the Board immediately following the annual meeting of the Members, the Board shall elect one of its members to act as President.

11.02. Duties. The President shall:

- (a) Preside over all meetings of the Members and of the Board;
- (b) Sign as President all deeds, contracts, and other instruments in writing which have been first approved by the Board, unless the Board, by duly adopted resolution, has authorized the signature of a lesser officer;
- (c) Call meetings of the Board whenever he deems it necessary in accordance with rules and on notice agreed to by the Board. The notice period shall, with the exception of emergencies, in no event be less than five (5) days; and
- (d) Have, subject to the advice of the Board, general supervision, direction and control of the affairs of the Association and discharge such other duties as may be required of him by the Board.

## **ARTICLE 12**

### **VICE PRESIDENT**

12.01. Election. At the first meeting of the Board immediately following the annual meeting of the Members, the Board shall elect one of its members to act as Vice President.



12.02. Duties. The Vice President shall:

- (a) Act in the place and in the stead of the President in the event of his absence, inability, or refusal to act; and
- (b) Exercise and discharge such other duties as may be required of him by the Board. In connection with any such additional duties, the Vice President shall be responsible to the President.

**ARTICLE 13**  
**SECRETARY**

13.01. Election. At the first meeting of the Board immediately following the annual meeting of the Members, the Board shall elect a Secretary. The Secretary need not be a member of the Board.

13.02. Duties. The Secretary shall:

- (a) Keep a record of all meetings and proceedings of the Board and of the Members;
- (b) Keep the seal of the Association, if any, and affix it on all papers requiring said seal;
- (c) Serve such notices of meetings of the Board and the Members required either by law or by these Bylaws;
- (d) Keep appropriate current records showing the members of this Association together with their addresses; and
- (e) Sign as Secretary all deeds, contracts, and other instruments in writing which have been first approved by the Board if said instruments require a second Association signature, unless the Board has authorized another Officer to sign in the place and stead of the Secretary by duly adopted resolution.

**ARTICLE 14**  
**TREASURER**

14.01. Election. At the first meeting of the Board immediately following the annual meeting of the members, the Board shall elect a Treasurer. The Treasurer need not be a member of the Board.

14.02. Duties. The Treasurer shall:

- (a) Receive and deposit in such bank or banks as the Board may from time to time direct, all of the funds of the Association;

- (b) Be responsible for, and supervise the maintenance of, books and records to account for such funds and other Association assets;
- (c) Disburse and withdraw said funds as the Board may from time to time direct, and in accordance with prescribed procedures; and
- (d) Prepare and distribute the financial statements for the Association required by the Restrictions.

**ARTICLE 15**  
**BOOKS AND RECORDS**

15.01. Maintenance. Complete and correct records of account and minutes of proceedings of meetings of Members, Directors, and committees shall be kept at the registered office of the Association. A record containing the names and addresses of all Members entitled to vote shall be kept at the registered office or principal place of business of the Association.

15.02. Inspection. The Restrictions of the Subdivision, the Certificate of Formation and the Bylaws of the Association, the membership register, the books of account, and the minutes of proceedings, shall be available for inspection and copying by any Member of the Association or any Director for any proper purpose at any reasonable time.

**ARTICLE 16**  
**AMENDMENTS**

16.01. Amendments. The Board of Directors of this Association is expressly authorized to alter, amend, or repeal the Bylaws or to adopt new Bylaws of the Association, without any action on the part of the Members of the Association, but prior to the expiration of the Class B Membership, the Bylaws made by the Directors and the powers so conferred may be altered or repealed or new Bylaws adopted by the Class B Member. After termination of the Class B Membership, the Bylaws made by the Directors and the powers so conferred may be altered or repealed or new Bylaws adopted by a majority of the vote of the eligible Members present and voting, in person or by proxy, at any annual or special meeting or election called for that purpose; provided, however, that a statement of the proposed modifications, alterations, amendments, or repeal and proposed new Bylaws shall be signed by either the Board of Directors or by ten percent (10%) or more of the Members entitled to vote and delivered to the Board of Directors at least twenty (20) days before the date of such meeting or election; and it shall be the duty of the Board of Directors to cause a copy of such proposed modifications, alterations, amendments, or repeal and proposed new Bylaws to be mailed to each Member of the Association at his last known address as shown on the books of the Association at least ten (10) days before such meeting or election.

**ARTICLE 17**  
**CONFLICTS**

17.01. Restrictions Govern. In the event of a conflict between the provisions of these Bylaws and the Restrictions, the terms and provisions of the Restrictions shall prevail.

**ATTESTATION**

ADOPTED by the Board of Directors on this 27<sup>th</sup> day of December, 2011.



Director

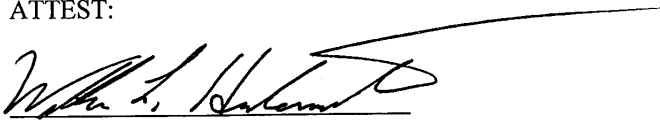


Director



Director

ATTEST:



Secretary



**Office of the Secretary of State**

**CERTIFICATE OF FILING  
OF**

**Pond Owners Management Association of Emerald Lakes Subdivision**  
File Number: 801307024

The undersigned, as Secretary of State of Texas, hereby certifies that a Certificate of Formation for the above named Domestic Nonprofit Corporation has been received in this office and has been found to conform to the applicable provisions of law.

ACCORDINGLY, the undersigned, as Secretary of State, and by virtue of the authority vested in the secretary by law, hereby issues this certificate evidencing filing effective on the date shown below.

The issuance of this certificate does not authorize the use of a name in this state in violation of the rights of another under the federal Trademark Act of 1946, the Texas trademark law, the Assumed Business or Professional Name Act, or the common law.

Dated: 08/17/2010

Effective: 08/17/2010



A handwritten signature in black ink, appearing to read "Hope Andrade".

Hope Andrade  
Secretary of State

EXHIBIT "B"

**CERTIFICATE OF FORMATION OF**  
**POND OWNERS MANAGEMENT ASSOCIATION OF**  
**EMERALD LAKES SUBDIVISION**  
**(Nonprofit Corporation)**

**FILED**  
In the Office of the  
Secretary of State of Texas  
AUG 17 2010  
Corporations Section

The undersigned natural person eighteen (18) years of age or older and having the capacity to contract for himself or another, acting as Organizer of a nonprofit corporation under Title I, Chapter 3, Subchapter A of the Texas Business Organizations Code, docs hereby execute the following Certificate of Formation for such nonprofit corporation:

**Article I.**

**Entity Name And Type**

The filing entity being formed is a nonprofit corporation. The name of the entity is **Pond Owners Management Association of Emerald Lakes Subdivision** (herein referred to as the "Association").

**Article II.**

**Purpose**

The Association does not contemplate pecuniary gain or profit to the members thereof.

The general purposes for which the Association is formed are to manage, maintain and regulate the use of the ponds, known as Opal Pond and Silver Pond, located on Restricted Reserve "A" and Restricted Reserve "B", respectively, of Emerald Lakes, Section Two, a subdivision in Montgomery County, Texas, according to the map or plat thereof recorded in Cabinet Z, Sheets 990-997, inclusive, of the Map Records of Montgomery County, Texas, and the ponds, known as the Fountains and Golden Pond, located on Restricted Reserve "B" and Restricted Reserve "C", respectively, of Emerald Lakes, Section Three, a subdivision in Montgomery County, Texas, according to the map or plat thereof recorded in Cabinet Z, Sheets 1490-1499, inclusive, of the Map Records of Montgomery County, Texas (the said Emerald Lakes, Section Two and Emerald Lakes, Section Three being hereinafter referred to collectively as the "Subdivision"), and specifically:

- (a) To exercise all of the functions, powers and privileges and to perform all of the duties and obligations conferred on the Association in the Declarations of Covenants, Conditions and Restrictions for the Subdivision (the "Restrictions"), as recorded in the Official Public Records of Real Property of Montgomery County, Texas under Clerk's File Nos. 2007-129162 and 2009-009331, respectively, (the said Declaration of Covenants, Conditions and Restrictions for Emerald Lakes, Section Two having been amended by instrument dated August \_\_\_\_\_, 2010, of record in the Official Public Records of Real Property of Montgomery County, Texas under Clerk's File No. 2010-\_\_\_\_\_), or by any other covenants, conditions and restrictions applicable to the Subdivision or any part thereof; and

- (b) To have and to exercise any and all powers, rights and privileges which a nonprofit corporation organized under the Texas Business Organizations Code by law may now or hereafter have or exercise, but which are consistent with the Association's claiming and continuing to claim an exemption from federal income and state franchise taxes.

The exercise by the Association of the above powers and authority shall be subject to any specific limitations or conditions set out in the Restrictions or as provided by applicable law.

### **Article III**

#### **Restrictions and Requirements**

The Association shall not pay dividends or other corporate income to its members, directors or officers or otherwise accrue distributable profits or permit the realization of private gain. The Association shall have no power to take any action prohibited by the applicable provisions of the Texas Business Organizations Code. The Association shall not have the power to engage in any activities, except to an insubstantial degree, that are not in furtherance of the purposes and powers set forth above.

### **Article IV**

#### **Registered Agent and Registered Office**

The initial registered agent of the Association is an individual resident of the State of Texas whose name is **William T. Fowler**.

The business address of the registered agent and the registered office address is **300 West Davis, Suite 510, Conroe, Texas 77301**.

### **Article V**

#### **Management**

The Association will have an initial Board of Directors whose sole function and authority will be to adopt the initial Bylaws of the Association, to appoint the initial officers of the Association, and to take such other action as is customarily necessary or required for the initial organization of a corporate entity. Otherwise, the Board of Directors shall have no authority and the management of the affairs of the Association is vested in the Members of the Association.

The Board of Directors shall consist of the following persons at the following addresses:

<b><u>Name of Directors</u></b>	<b><u>Address</u></b>
William L. Hintermister	14662 Highway 75 North, Willis, Texas 77378
Brett Grabner	14662 Highway 75 North, Willis, Texas 77378
Eric Frye	14662 Highway 75 North, Willis, Texas 77378

After the Association's initial Bylaws are adopted, the initial officers are appointed, and the organizational meeting of the Directors (or consent in lieu thereof) is completed, the Board of Directors will cease to exist.

## **Article VI.**

### **Members**

The Association will have members. Every owner ("Owner") of a Pond Lot (as defined in the Restrictions) located in the Subdivision, including the Declarant under the Restrictions, shall be a member of and entitled to voting rights in the Association. The foregoing is not intended to include persons or entities who hold an interest merely as security for the performance of an obligation, persons or entities who own only an easement, or those having an interest in the mineral estate only. Membership shall be appurtenant to and may not be separated from ownership of any Pond Lot. Pond Lots, as defined in the Restrictions, are lots, tracts or parcels of land that abut or are contiguous to Restricted Reserve "A" or Restricted Reserve "B" of Section Two of the Subdivision or Restricted Reserve "B" or Restricted Reserve "C" of Section Three of the Subdivision and include specifically the following lots in the Subdivision, to-wit:

Lots 1, 2 and 3 in Block 4, Lots 32, 33, 34, 37 and 38 in Block 5 and  
Lots 1, 2, 3, 4, 5, 6, 14, 15, 16, 17, 18, 19, 20, 21, 22 and 23 in Block  
5 of Emerald Lakes, Section Two, and Lots 25, 26, 27, 28, 29, 30 and  
31 in Block 1 and Lots 18, 19, 21 and 22 in Block 3 of Emerald  
Lakes, Section Three.

## **Article VII.**

### **Voting Rights**

Members shall be entitled to one (1) vote for each Pond Lot owned in the Subdivision. When more than one person holds an interest in any Pond Lot, all such persons shall be Members. The vote for such Pond Lot shall be exercised as they among themselves determine, but in no event shall more than one vote be cast with respect to any Pond Lot.

## **Article VIII.**

### **Action by Non-Unanimous Consent**

Any action required or permitted by this Certificate of Formation, the Bylaws, or the Code to be taken at any annual or special meeting of Members may be taken, subject to any statutory requirements, without a meeting, without prior notice, and without a vote, if the Members having not less than the minimum number of votes that would be necessary to take such action (had the matter arisen at a membership meeting at which all of the Members of the Association were present and voted) sign a written consent or consents setting forth the action so taken.

**Article IX.**  
**Limitation of Liability of Members and Officers and Indemnification**

To the full extent permitted by applicable law, no Member or officer of the Association shall be liable to the Association or its members for monetary damages for an act or omission in such Member's capacity as a Member or officer of the Association, except that this Article IX does not eliminate or limit the liability of a Member or officer of the Association for:

1. a breach of such Member's or officer's duty of loyalty to the Association or its Members;
2. an act or omission not in good faith or that involves intentional misconduct or a knowing violation of the law;
3. a transaction from which such Member received an improper benefit, whether or not the benefit resulted from an action taken within the scope of such Member's or officer's office; or
4. an act or omission for which the liability of such Member or officer is expressly provided for by statute.

Any repeal or amendment of this Article by the Members of the Association shall be prospective only, and shall not adversely affect any limitation on the personal liability of a Member or officer of the Association existing at the time of such repeal or amendment. In addition to the circumstances in which a Member or officer of this Association is not personally liable as set forth in the foregoing provisions of this Article IX, a Member or officer shall not be liable to the full extent permitted by an amendment to the Texas Business Organizations Code or other statute hereafter enacted that further limits the liability of a Member or officer.

To the full extent permitted by applicable law, the Association shall indemnify any Member or officer against judgments, penalties (including excise and similar taxes), fines, settlements and reasonable expenses (including court costs and attorney fees) actually incurred by any such person who was, is or is threatened to be made a named defendant or respondent in a proceeding because the person is or was a Member or officer and shall advance to such person such reasonable expenses as are incurred by him in connection therewith. The rights of Members and officers set forth in this Article shall not be exclusive of any other right which Members or officers may have or hereafter acquire relating to the subject matter hereof. As used in this Article, the terms "Member" and "officer" shall mean any person who is or was a Member or officer of the Association and any person who, while a Member or officer of the Association, is or was serving at the request of the Association as a Member, officer, partner, venturer, proprietor, trustee, employee, agent or similar functionary of another foreign or domestic corporation, partnership, joint venture, sole proprietorship, trust, employee benefit plan or other enterprise. As used in this Article, the term "proceeding" means any threatened, pending or completed action, suit or proceeding, whether civil, criminal, administrative, arbitrative or investigative, any appeal in any such action, suit or proceeding and any inquiry or investigation that could lead to such an action, suit or proceeding.



**Article X.**  
**Duration**

The period of the Association's duration is perpetual, and the Association shall continue until dissolved as provided by law.

**Article XI.**  
**Dissolution**

The Association may be dissolved by the vote of not less than two-thirds (2/3) of the total votes of the Members of the Association.

**Article XII.**  
**Manner of Distribution**

After all liabilities and obligations of the Association in the process of winding up are paid, satisfied, and discharged in accordance with Chapter 11 of the Texas Business Organizations Code, the property of the Association shall be applied and distributed as follows:

- (i) Subject to (ii) below, property held by the Association shall be distributed to Emerald Lakes Property Owners Association, a Texas nonprofit corporation, which is the property owners association for Emerald Lakes, Sections One, Two and Three, in Montgomery County, Texas;
- (ii) Property held by the Association on a condition requiring return, transfer, or conveyance because of winding up or termination shall be returned, transferred, or conveyed in accordance with that requirement; and
- (iii) The remaining property, if any, shall be distributed only for tax-exempt purposes to one or more organizations that are exempt under Section 502(c)(3), or described by Section 170(c)(1) or (2) of the Internal Revenue Code as provided in a plan of distribution adopted by the Association under the Texas Business Organizations Code.

**Article XIII.**  
**Amendments of Bylaws**

The Members of the Association may alter, amend, or repeal the Bylaws or adopt new Bylaws of the Association in the manner provided in the Bylaws.

**Article XIV.**  
**Amendments to Certificate**

This Certificate may only be amended by the vote of two-thirds (2/3) of the votes entitled to be cast by the entire membership.

**Article XV.  
Construction**

All references in this Certificate of Organization to statutes, regulations, or other sources of legal authority shall refer to the authorities cited, or their successors, as they may be amended from time to time.

**Article XVI.  
Organizer**

The name and street address of the Organizer is:

William T. Fowler  
300 West Davis, Suite 510  
Conroe, Texas 77301

**Article XVII.  
Effectiveness of Filing**

This document becomes effective when the document is filed by the Secretary of State.


EXECUTED by the undersigned Organizer on the 17<sup>th</sup> day of August, 2010.

**Organizer:**

  
WILLIAM T. FOWLER

**FILED FOR RECORD**

04/24/2012 2:18PM



COUNTY CLERK  
MONTGOMERY COUNTY, TEXAS

STATE OF TEXAS  
COUNTY OF MONTGOMERY

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

**04/24/2012**



County Clerk  
Montgomery County, Texas



**CORPORATE CERTIFICATE**  
**EMERALD LAKES PROPERTY OWNERS ASSOCIATION**

The undersigned certifies that he is the President of Emerald Lakes Property Owners Association (the "Association"). The Association is the property owners' association for Emerald Lakes, a subdivision in Montgomery County, Texas, according to the map or plat thereof recorded in the Map Records of Montgomery County, Texas (the "Subdivision").

The Association is a Texas non-profit corporation, and a true and correct copy of the **Fine Schedule of Emerald Lakes Property Owners Association** is attached to this certificate as Exhibit "A."

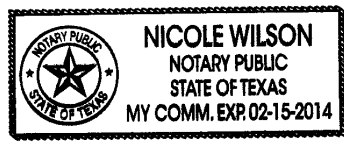
Signed this 6 day of September, 2012.

**EMERALD LAKES**  
**PROPERTY OWNERS ASSOCIATION**

By: [Signature]  
Name: William Hintermiser  
Title: President

STATE OF TEXAS §  
COUNTY OF MONTGOMERY §

SWORN TO AND SUBSCRIBED BEFORE ME on the 6<sup>th</sup> day of September 2012, by William L Hintermiser, President of Emerald Lakes Property Owners Association, a Texas non-profit corporation, on behalf of said corporation.

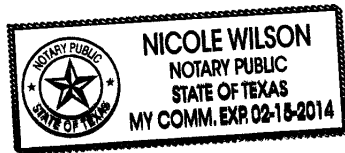


[Signature]  
NOTARY PUBLIC, State of Texas

THE STATE OF TEXAS §

COUNTY OF MONTGOMERY §

This instrument was acknowledged before me on the 10<sup>th</sup> day of September, 2012, by William L. Hintermister, President of Emerald Lakes Property Owners Association, a Texas non-profit corporation, on behalf of said corporation.



Nicole Wilson  
NOTARY PUBLIC, State of Texas

**AFTER RECORDING RETURN TO:**

William T. Fowler  
The Fowler Law Firm  
300 West Davis, Suite 510  
Conroe, Texas 77301

### EMERALD LAKES FINE SCHEDULE

The following is a list of fines and penalties for violation of Rules, Covenants Deed Restrictions and Declarations at Emerald Lakes. Non-flagrant appearance and maintenance type violations will receive a period of time to remedy the problem before being fined. Otherwise, no warning is owed and the fine is payable for first offenses.

The property owner and resident are responsible for and subject to fines for the violations of their children, guests, contractors, employees, or others whose violation is traceable to the owner. The fine listed is for a first offense. A second offense for the same issue doubles the fine and a third quadruples it. Alternatively, the Board may elect to exercise the remedies in items 10 or 12 below.

1.	Discharge of fireworks.....	\$250
2.	Guests and invitees fishing, swimming, boating or using any of the common area amenities not accompanied by a property owner. (Guests at the pool are limited to either 2 children, 2 adults, or 2 adults with their own 2 children).....	\$100
3.	Trespassing on private property without owner's permission.....	\$250
4.	Dumping trash on Common Areas or other's property.....	\$500
5.	Intentional destruction or defacing of Common Area Property..... (Note: This fine is in addition to the cost of repairs.)	\$750
6.	Speeding through neighborhood/negligent driving.....	\$100
7.	Failure to obey street signs.....	\$250
8.	The only signs allowed on lots without prior POA approval are temporary signs for birthday parties and similar occasions. All other signs require POA approval in writing in advance. Property owners are responsible for signs placed on his lot by realtors, agents, and builders.....	\$250
9.	Construction or modification of property without required Architectural Review..... (Additional costs include attorney's fees and costs to remedy if not immediately rectified.)	\$250
10.	Continuing violation of Deed Restrictions, Rules or Declarations after warnings and refusal to pay fine: actual attorneys' fees, plus \$200 per day during time of violation.	
11.	Any violation of Covenants, Deed Restrictions, Declarations or rules not specified herein.....	\$250
12.	Any continued pattern of activity which requires Court intervention: actual attorney's fees, plus actual damages, plus \$350 per hour for POA representative's time.	
13.	Cutting down trees without approval, unless part of a County approved Timber Management Program (Fines per Tree): 6"-12".....\$1,000 12"-18".....\$2,500 18"-24".....\$3,500 24"-OVER.....\$5,000	


14.	All owners are responsible for the actions of their builders and contractors. Home building/renovation work hours are Mon-Sat 7 am to 6 pm only, without advance written permission from the POA. No loud work until after 8 am. These probations do not refer to Builders meeting with clients or potential clients or inspecting their jobsites).	\$500
	Workers are not to go onto neighboring lots/common areas and are not to park vehicles on neighboring lots or common areas. (Additional costs include legal fees and costs to remedy).	\$250
	Equipment such as bulldozers, bobcats, etc., may not be unloaded or operated upon any roadway. (Additional costs include legal fees and costs to remedy).	\$1000
15.	Failure to submit a landscaping plan to the POA prior to completion of a structure.	\$250
16.	Failure to install landscaping as per plan and schedule.	\$250
17.	Building a private water well.....	\$1000
	Selling or giving away water from a private well to another property owner.....	\$1000
	Using water from a private water well located on another property owners lot.....	\$1000
	(Additional costs include legal fees.)	
18.	Installing satellite dishes in opposition to the deed restrictions.....	\$250

This is to certify that the foregoing Fine Schedule was adopted by the Board of Directors by unanimous consent, effective as of the 20<sup>th</sup> day of August, 2012, until such date as it may be modified, rescinded or revoked.

The Board of Directors hereby approves and authorizes the above Policy.

Signed this 20<sup>th</sup> day of August, 2012.


**EMERALD LAKES  
PROPERTY OWNERS ASSOCIATION**



WILLIAM L. HINTERMISTER, President

**FILED FOR RECORD**

09/26/2012 2:53PM



COUNTY CLERK  
MONTGOMERY COUNTY, TEXAS

STATE OF TEXAS  
COUNTY OF MONTGOMERY

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

**09/26/2012**



County Clerk  
Montgomery County, Texas





**Architectural Review Committee**

**BUILDING APPROVAL AND CONSTRUCTION REQUIREMENTS**

Effective Date: January 1, 2014

**SECTION I – PREFACE**

The Architectural Review Committee (ARC) was established in part to oversee all new architecture and building construction including new additions and alterations to structures in Emerald Lakes. The ARC follows the same guidelines as set forth in the **Declaration of Covenants, Restrictions, and Restrictions for Emerald Lakes, Sections One, Two, and Three (Covenants)** to which each property owner is bound and to the **Architectural Controls Guidelines and Regulations of Emerald Lakes Property Owners Association (Guidelines)**. The Covenants empower the ARC as the sole approver of building construction and other property improvements for the Emerald Lakes Property Owners Association. **In addition, Property Owners and Builders must comply with all applicable State and County regulations.** Decisions by the ARC may be appealed to the Emerald Lakes Board of Directors (ELBOD).

The goal of the ARC is to protect the values of the properties in Emerald Lakes through the construction and maintenance of homes of good architecture design, quality and proper size in accordance to the Covenants and Guidelines.

The purpose of this document is to set out the expectations and construction rules of the ARC for Property Owners and Builders. The Covenants and the Guidelines are the governing documents; any discrepancies or disputes created by this document should be referred back to the Covenants and/or Guidelines. This document may be revised by the ELBOD at a future date as deemed necessary by the ARC and ELBOD.

The Board of Directors of Emerald Lakes Property Owners Association adopted the Emerald Lakes ARC Building Approval and Construction Requirements on September 10, 2013 to help achieve proper adherence to the Covenants and Guidelines.

**VIOLATION of REQUIREMENTS**

The property owner of record is ultimately responsible for compliance with the Covenants and the Guidelines. The property owner shall be responsible for the compliance of their contractor, their sub-contractors and any and all employees thereof.

**Upon failure of the Owner to comply with any of the provisions stated within the Covenants, Guidelines, or these Requirements; the ARC has the authority to assess penalty fines to the Owner and/or STOP construction until the violation has been rectified. All assessed penalty fines are non-refundable.** Notice of non-compliance will be conveyed to the Owner by email or letter via first class US Mail. Additionally a **RED TAG/STOP WORK ORDER** may be issued and posted at the site. In such case, any expenditure incurred by ARC for professional consultation or services, including legal fees and court costs if required, can be assessed by a court to the Owner.

## **SECTION II - REQUEST for DESIGN APPROVAL**

Absolutely NO construction or modification shall commence on a lot in Emerald Lakes until the ARC has approved in writing the completed application form. Architectural Approval Request and Emerald Lakes Building Application Forms shall be submitted for the following, but not limited to: Residence, Garage, Guest House, Fence, Deck, Storage Buildings, Pool, Pond, landscaping and other forms of construction to the property.

### **FOR BUILDINGS, COMPLETED APPLICATION MUST INCLUDE**

- 1) Completed and signed Approval Request and Building Application
- 2) Two (2) sets of Plans professionally drawn to include all of the following:
  - a. Floor plan with dimensions
  - b. Foundation plans, stamped, signed and dated by a licensed, registered professional engineer.
  - c. Living square footage and total square footage
  - d. All exterior elevations, which must show exterior material used (>51% masonry)
  - e. Site/Plot plan prepared by a professional engineer, architect, builder or surveyor which clearly illustrates the following:
    - i. Position of residence on the lot
    - ii. Location of Garage, driveway, fences, sidewalks, pools, ponds, etc.
    - iii. Building front, rear, and side setback lines and easements
  - f. Clearly PRINTED name and LEGAL DESCRIPTION on plans.
- 3) Paint color samples of house and trim, fences, decks, etc.
- 4) Roof material sample/manufacturers literature (color picture) or specifications.
- 5) **PLAN REVIEW FEE:** A check or money order from the Property Owner payable to Emerald Lakes POA as follows. This is a **Non- Refundable** plan review fee. However, the \$500 road wear allowance included in the residence plan review fee is refundable if no construction is initiated.
  - a. \$650 for a main residence (\$150 for the plan review plus \$500 for normal road wear and tear allowance).
  - b. \$75 for all other structures.
- 6) **OWNER'S COMPLIANCE & CONSTRUCTION DEPOSIT (Deposit) -** A check or money order from the **Owner or on the Owner's behalf** for \$1000.00 payable to Emerald Lakes POA. This is a construction and compliance deposit which is fully **Refundable** providing that the finished house is deemed to be in substantial compliance with the restrictive covenants and the building plans that were approved, and there are no outstanding Penalty Fines due by the Owner or damage to Common Areas, Right of Ways, or other properties caused by the construction process of the Owner. The ARC reserves the right to apply all or part of the Deposit to offset any fines due or damages incurred. The Owner can receive a Deposit refund of any remaining balance as described in Section V. Refunds or portions thereof will be returned only to the Owner regardless of who may have submitted the Deposit on the Owner's behalf.
- 7) **NOTE: BEFORE STRUCTURAL FRAMING CAN COMMENCE,** the Owner must submit a foundation form survey report from a certified inspector stating the slab is within the building front, side, and rear setbacks as represented in the Emerald Lakes Building Application. Failure to do so will result in a work stoppage and fines.
- 8) **NOTE: Landscaping and Satellite Dish placement needs separate application and ARC approval.** The Covenants state Landscaping is required to be substantially complete prior to Occupancy of the Dwelling. Completion of Landscaping is a condition of a refund of the

Compliance & Construction Deposit (see Section V). Failure to complete landscaping within the 90-day refund period will result in forfeiture of the Deposit. The minimum landscaping required for Dwelling occupancy shall include installing grass on all dirt areas to the front and sides of dwelling and flower beds along the front and sides of the dwelling. Any outside equipment (Generators, A/C compressors, etc.) shall be adequately screened from view by landscaping. **Satellite dishes cannot be installed in view from the street.**

#### **FOR FENCES, LANDSCAPING, SPRINKLER SYSTEMS AND OTHER SIMILAR IMPROVEMENTS**

- 1) Typically no fee will be required, unless the ARC specifies a fee to offset costs required to review the application.
- 2) Include drawings, specifications, material samples or descriptions, color samples, plot plans, and other information as appropriate to convey the nature of the improvement and compliance with Covenants and Guidelines.
- 3) An Owners **COMPLIANCE & CONSTRUCTION DEPOSIT** may be required or waived as deemed appropriate by the ARC.
- 4) Any individual installing an irrigation or sprinkler system must comply with Chapter 34 of the Texas Water Code and Title 30, Chapter 344 of the Texas Administrative Code. These requirements include that licensed personnel must install irrigation or sprinkler systems, unless the homeowner is installing the system. In all cases, **back flow prevention devices must be installed** with the system.

#### **REQUEST AND APPLICATION FORM SUBMITTAL**

Complete the attached Approval Request and Building Application, sign each and enclose checks for the application fee and deposit if applicable and submit them with plans PRIOR to any construction via one of the following:

- **Deliver to Emerald Lakes Clubhouse – ARC Drop box to be located in the entryway (Be sure and call Linda at 832-364-6880, ext 5# for pick-up)**
- **Deliver to DTA physical address - 33300 Egypt Lane, Suite C800 Magnolia, Texas 77354**
- **Mail to DTA Management – 206-A S. Loop 336 #270, Conroe, TX 77304**

#### **SECTION III- APPROVAL PROCESS**

##### **1. Submittal of Plans to ARC**

Submittal of plans pursuant to Section II above is required thirty (30) days prior to the planned start date of project/construction. The ARC will use best efforts to approve applications as soon as possible.

##### **2. Plans Review**

The plans will be reviewed by the ARC for the following:

- Matters of compliance with the Covenants and Guidelines
- Compatibility of the plans with the country setting
- Location of the improvements with respect to topography and finished grade elevation
- Verification that a licensed, professional engineer has affixed their seal of approval on the foundation plans.

Signatures of at least two (2) members of the ARC are required for approval of a submission. When the ARC review is complete, the applicant will be notified by phone, mail or email of specific approval of a submission.

### **APPROVAL**

One copy of the approved plans along with the approved application will be returned to the applicant and one copy will be kept in the permanent files of Emerald Lakes.

No Exterior change or addition to the approved plans by the ARC may be made without first submitting the proposed changes to the ARC for approval.

Emerald Lakes ARC expressly disclaims any liability for damages that may arise as a result of inaccuracies in the documentation submitted, including, but not limited to, inaccuracies in the surveys and/or discrepancies between surveys and recorded plats. Approval of the proposed plans is based on the understanding that the required information submitted by the property owner and/or builder pursuant to the Emerald Lakes ARC Building Guidelines is accurate.

The ARC will in no way be responsible for reviewing plans to ensure quality of the proposed materials or design nor the feasibility or safety of the proposed plans.

### **DENIAL**

If the ARC denies plans and/or specifications, notice of denial, the reason and an itemization of the elements will be communicated via phone, mail or email. Each element may be appealed to the ARC. If resolution cannot be reached with the ARC, the homeowner can further appeal to the ELBOD.

### **APPROVAL ISSUED**

Prior to the beginning of ANY CONSTRUCTION, you must have your approved and signed application from Emerald Lakes ARC.

### **SECTION IV- APPROVAL VALIDITY**

1. **All approvals are valid for one (1) year.** Foundation installation must occur within three (3) months of approval date or the approval is voided and is no longer valid. All work must be completed within one (1) year from the date of approval.
2. Abandonment of a project shall be deemed to occur if either (a) Construction has started and there is no construction activity within a consecutive ninety (90) day period, or (b) the project has not been completed within one (1) year of approval. If the project is deemed abandoned, the ARC is authorized to enter the property and remove the incomplete structure. Any costs incurred in remedying the abandonment will be billed to the property owner.
3. Approvals are **NON-TRANSFERABLE**.

### **SECTION V- CONSTRUCTION**

#### **SITE PREP**

1. Prior to ARC approval of plans, only site clearing and dirt work is permitted.
2. Brush or debris piles must be properly disposed of within thirty (30) days. Building plans will NOT be approved until this is complete. Burning of trees, brush, trash, and/or building materials is prohibited and will be considered a violation.

#### **ON SITE MAINTENANCE**

1. Unless prior ARC approval is given, a roll-off metal Dumpster (no surrounds) must be on site before construction starts.
2. The job site **MUST BE KEPT CLEAN** at all times.

3. Burning of trees, brush, trash and/or building materials is prohibited and will result in an **IMMEDIATE STOP WORK ORDER AND FINE.**
4. Culverts must be installed. Ditches must be free of dirt and debris.
5. Portable potty (Porta Can) must be provided at onset of construction and must be maintained.
6. Water may only be obtained from the water meter on the lot where the building application was approved. **\*\* Under no circumstances will an owner or builder use any water, sewer or electricity from any other property. NON-COMPLIANCE will result in an immediate STOP WORK ORDER!**

#### **CONSTRUCTION RULES**

1. Construction may begin immediately upon receipt of the ARC written approval. Each project must be completed within twelve (12) months from the date of application approval.
2. Sanitary facilities: Portable potty and roll off metal dumpster must be in place on job site at the time construction work is commenced and must be removed when construction is completed. Adequate controls should be maintained in order to prevent trash from blowing onto adjoining property including construction fencing and trash receptacles.
3. Prior to pouring the slab, **you must have a form survey.** The foundation must be located within the front, rear and side setback lines unless a variance was granted at the time of building application. Form surveys shall be submitted to ARC prior to structural framing. If a is not submitted before framing, there will be an **IMMEDIATE STOP WORK ORDER ISSUED AND A FINE LEVIED ACCORDING TO THE EMERALD LAKES ARC FINE SCHEDULE.**
4. In Accordance with the ARC Building Guidelines, all drives and walks must be paved as submitted in your plot plan and all landscaping completed prior to occupancy of the residence.
5. **Construction Hours and Nuisance Control-** Construction starting and ending times are as follows: Monday through Saturday from 7:00am and ending no later than 6:00pm, unless previously approved by ARC. Loud noises and machinery shall be avoided before 8:00am. No construction is allowed on Sundays or on the following holidays: Christmas Day, Thanksgiving Day, and News Year Day. Owners/Builders should ensure that workers conversation, music, etc. are kept at a reasonable level. Workers shall not access Emerald Lakes outside of construction hours nor shall they access private properties or common areas and reserves including the clubhouse, pool, fishing areas, lakes, or ponds.
6. **No Equipment or Materials** may be placed, stored or housed on lots adjoining the building site, on other lots owned in the Emerald Lakes subdivision, nor may roads be made through other lots to obtain ingress or egress to or from the building site, nor may vehicles be parked on adjoining lots without specific written permission from the owners of those lots. Approval to build is NOT approval to trespass on your neighbor's property.
7. **Contractor Traffic and Parking** – Contractors vehicles and equipment should not be parked where normal traffic flow is impeded. Parking on the owner's property or on side streets and cull de sacs are preferred to parking on main roads. The property owner is responsible for any damage to roads, right-of-ways, common areas, and other community property that result from contractor parking, traffic, or operation of equipment.
8. **Builder Signs** - only one builder sign is allowed during construction. All signs must be removed at completion of construction.

**Completion of Construction**

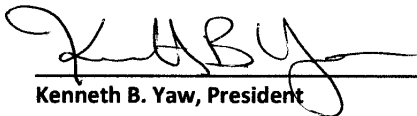
When construction is complete and the Owner is ready to apply for the Construction & Compliance Deposit Refund, please first check the following items:

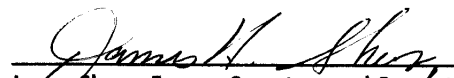
1. You must have completed all construction (including driveways and other flatwork) in compliance with Covenants, Guidelines and these Requirements and approved building plans.
2. Your construction area must be cleaned and free of brush piles, concrete washout, and construction and other debris.
3. Dirt areas in the front yard and side yards must be at a minimum raked level and sod or grass seed installed.
4. Landscaping should be substantially completed to ARC-approved plans.
5. Permanent utility (water, electric) hook-ups must be connected, the temporary power pole and builder signs removed and septic system completed.
6. All outstanding fees or fines must be paid, including annual and special assessments.
7. Any damage to common areas, right of ways, roads, and community property must be repaired.

Complete the Compliance Deposit Refund Form, mail or deliver to **DTA Management, 33300 Egypt Lane, Suite C800 Magnolia, Texas 77354, Attn: DTA- Linda Lewis for processing**. Alternatively, the form can be emailed to [linda@webdta.com](mailto:linda@webdta.com) or faxed to Linda at 832-364-6881.

After receipt of the application for refund, the ARC will inspect the site to ensure that all requirements are met. Files will be reviewed to ensure that no fees, late charges, assessments, or fines are owed. If terms of these Requirements are not met or a request has not been received within ninety (90) days of completion of construction, the Construction & Compliance Deposit will be forfeited by the Owner. ARC will transfer the deposit to the Emerald Lakes POA general funds.

**APPROVED:**

  
\_\_\_\_\_  
Kenneth B. Yaw, President

  
\_\_\_\_\_  
James Sharp, Former Secretary and Current  
ARC Chairperson

11 / 06 / 2013  
\_\_\_\_\_  
Date

11-6-13  
\_\_\_\_\_  
Date

**EMERALD LAKES  
ARCHITECTURAL APPROVAL REQUEST**

Date: _____	Property Description(S/B/L): _____
	Street Address: _____
Owner: _____	Builder: _____
Phone Number: _____	Phone Number: _____
Mailing Address: _____	Mailing Address: _____
_____	_____

To: Emerald Lakes Architectural Review Committee

I, \_\_\_\_\_, am requesting architectural approval to construct the improvements described in the attached plans and have demonstrated a desire to comply with the deed restrictions and architectural standards of Emerald Lakes. By signing this letter and by paying the required fees and construction deposit, I agree to comply with the deed restrictions contained in the Emerald Lakes Covenants, Conditions, and Restrictions and with any other applicable dedicatory documents.

It is understood that the attached slab drawing is submitted with the seal and approval of a licensed, registered, professional engineer. It is further understood that when the attached plans are reviewed by the Emerald Lakes Property Owners Association (POA) and/or Architectural Review Committee (ARC), such POA and/or ARC shall solely be reviewing to verify that engineer has designed the foundation plans, that the plans contain an engineered slab based upon a soil study done on the lot which the improvement is to be constructed, that the plans are compatible with the "Country Setting", and that the proposed location with respect to topography and finished grade elevation is satisfactory; the POA or ARC shall not be reviewing to ensure the quality, feasibility or safety of design.

It is understood that if architectural approval is denied for any reason, including submittal of incomplete plans, I will be required to resubmit such plans and an additional fee before approval may be granted. I further understand that approval upon re-submittal will not be automatic; all resubmitted plans will be approved or denied on the same basis as the plans initially submitted.

I understand that the POA and the ARC strongly suggest that periodic inspections be performed. I understand that neither POA nor the ARC will be responsible for obtaining any inspections of my property or improvements. Such inspection services should be retained by me and should be performed by a real estate inspector or professional inspector licensed under Article 657a, Section 23 of Texas Real Estate License Act, as may be amended from time to time, OR licensed, registered, and professional engineers. The selection of such inspector or inspectors shall be left to my absolute and sole discretion.

I do understand that neither the POA or the ARC nor any other Emerald Lakes entity shall be responsible in any way neither for any inspections nor for any damage whatsoever that may stem from such inspections either not being performed or being performed improperly or negligently.

In the event that in item of construction does not satisfy the requirements of the applicable deed restrictions, repair, replacement and/or augmentation of the item will be performed until that item does satisfy the requirements of Emerald Lakes. Continued non-compliance and/or refusal to rectify a deficient item or construction will terminate any approval granted to me. Revocation of a granted approval and all other action concerning construction is subject to the review of the ARC and the final authority of the Board of Directors of the POA.

By requesting approval, it is understood that I bind to pay the maintenance fees as they become due and that all sums due will be paid before a Notice of Completion is submitted.

I understand that within fifteen (15) days of completion of any approved construction, I or my builder must submit a Notice of Completion, along with any other requested information. I further understand that failure to submit this form may result in an extension of the time allowed to the ARC and the POA to notify Owner of any noncompliance and that if the form is never submitted, the ARC and POA may have an indefinite period to remedy or notify Owner of such noncompliance as allowed under the Declaration.

Submittal of a Notice of Completion does not release the Builder from any liability normally associated with construction and does not limit in any way the implied or actual warranties or liabilities to which the Builder is normally subject.

Submitted by:

\_\_\_\_\_  
Emerald Lakes Property Owner

\_\_\_\_\_  
Date



## EMERALD LAKES BUILDING APPLICATION

<b>Property Owner's Name:</b>	<b>Builder's Company Name:</b>
<b>Mailing Address:</b>	<b>Builder's Mailing Address:</b>
<b>Phone #Cell:</b>	<b>Contact Person:</b>
<b>Phone #Home:</b>	<b>Phone#:</b>
<b>Legal Address:</b>	
SEC. _____ BLK _____ LOT _____	
<b>Property Address:</b>	<b>Type of Plans submitted: <u>ARC Review Fee Required</u></b> <input type="checkbox"/> Residence <input type="checkbox"/> Guest House <input type="checkbox"/> Garage <input type="checkbox"/> Barn
<b>Notes:</b>	<b>Type of Plans submitted: <u>No Fee</u></b> <input type="checkbox"/> Fence <input type="checkbox"/> Storage <input type="checkbox"/> Other <input type="checkbox"/> Deck <input type="checkbox"/> Pool <input type="checkbox"/> Landscaping
<b>Planned Start Date:</b> /    /	<b>Estimated Completion Date:</b> /    /

### Acknowledgements

<p>I have read and agree to the <i>Emerald Lakes</i> Covenants and ARC Building Approval and Construction Requirements. My failure to abide by these could result in penalties and fines.</p> <p><b>Signed by Property Owner:</b></p> <p>_____ Date _____</p> <p>A non refundable Review Fee is due and payable at the time of submission. \$650 for residence, \$75 for other. See Section 2, #5 of the Building Guidelines.</p> <p>Check # _____ (no cash)</p>	<p>I have read and agree to the <i>Emerald Lakes</i> Covenants and ARC Building Approval and Construction Requirements.</p> <p><b>Signed by Builder:</b></p> <p>_____ Date _____</p> <p>A \$1,000.00 Construction &amp; Compliance Deposit from the Owner is due at the time of submission. Deposit will be refunded less any outstanding fines or damages when construction is completed. See Section 2, #6 of the Building Guidelines.</p> <p>Check # _____ (no cash)</p>
--	---

### THE SECTION BELOW IS FOR OFFICE/ARC USE ONLY

<p><b>Reviewed by ARC:</b></p> <p>All Fees and Fines Current?    _____</p> <p>Site Plan/Survey?:                _____</p> <p>Foundation Certified?:            _____</p>	<p>Building Setbacks:                _____</p> <p>Square Footage:                    _____</p> <p>Elevations/Masonry:              _____</p> <p>Materials/Paint Color:            _____</p>
<p>Date Submitted to ARC: _____</p> <p>Approved <input type="checkbox"/> Declined <input type="checkbox"/> ARC Signature: _____</p> <p>Approved <input type="checkbox"/> Declined <input type="checkbox"/> ARC Signature: _____</p> <p>Approved <input type="checkbox"/> Declined <input type="checkbox"/> ARC Signature: _____</p> <p>Comments: _____</p> <p>_____</p> <p>_____</p>	

<b>Construction checklist- to be verified by POA staff or ARC Committee members only</b>		
Form Survey- <input type="checkbox"/>	Metal roll-off Trash Dumpster- <input type="checkbox"/>	Porta Potty- <input type="checkbox"/>
Water meter- <input type="checkbox"/>	Culvert Installed- <input type="checkbox"/>	Electric Pole- <input type="checkbox"/>
Brush piles removed- <input type="checkbox"/>		

\*\*\*\*\*

Print and Complete the form below

\*\*\*\*\*

**Emerald Lakes POA – Construction & Compliance Deposit Refund Request**

Mark (x) in the appropriate space:

Dear Sir/Madam

- I am the Owner of the property.
- I have completed construction and cleaned the area.
- I have verified that there appears to be no damage to common areas, roads, or right-of-ways associated with my construction.
- I have completed Landscaping as approved by ARC.
- My satellite dish/antennae are not visible from the street.
- And I would like my deposit refunded.

Refund to be mailed to (must be Owner):

Name- \_\_\_\_\_

Address- \_\_\_\_\_

City- \_\_\_\_\_ State- \_\_\_\_\_ Zip- \_\_\_\_\_

Phone- \_\_\_\_\_ Cell- \_\_\_\_\_

Location of completed construction (if different than above)

Section \_\_\_\_\_ Block \_\_\_\_\_ Lot \_\_\_\_\_

Date of Completion- \_\_\_\_\_

Original Check number- \_\_\_\_\_ Date \_\_\_/\_\_\_/\_\_\_ Amount \$ \_\_\_\_\_

Signature-

\_\_\_\_\_

Mail completed form to Emerald Lakes POA ARC

206-A S Loop 336, #270 Conroe, TX 77304

Inspection Date- \_\_\_\_\_ ARC Representative- \_\_\_\_\_

Signed this 6<sup>th</sup> day of November, 2013.

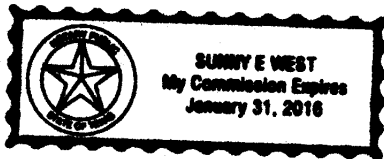
EMERALD LAKES PROPERTY OWNERS  
ASSOCIATION, a Texas non-profit corporation,

Linda R. Lewis  
By: Linda R. Lewis, Property Manager

STATE OF TEXAS §

COUNTY OF MONTGOMERY §

This instrument was acknowledged before me on the 6<sup>th</sup> day of November, 2013, by Linda R. Lewis as Property Manager of THE EMERALD LAKES PROPERTY OWNERS ASSOCIATION, a Texas non-profit corporation, and on behalf of said corporation.



Sunny E. West  
NOTARY PUBLIC, in and for the State of Texas

AFTER FILING, RETURN TO:  
EMERALD LAKES POA  
c/o DTA MANAGEMENT SERVICES  
206A S. Loop 336 #270  
Conroe, Texas 77304

**FILED FOR RECORD**

11/19/2013 8:50AM



COUNTY CLERK  
MONTGOMERY COUNTY, TEXAS

STATE OF TEXAS  
COUNTY OF MONTGOMERY

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

**11/19/2013**



County Clerk  
Montgomery County, Texas

### Outdoor Burning Information and Guidelines for Emerald Lakes

#### Background Information

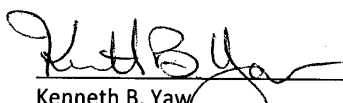


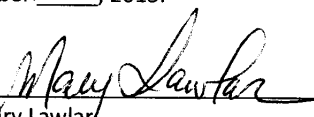
1. The Emerald Lakes *Declarations of Covenants, Conditions and Restrictions* states in Article VIII that "The accumulation of garbage, trash or rubbish of any kind or the burning thereof (except as such burning is permitted by law) of any such materials is prohibited."
2. TCEQ passed the *Outdoor Burning Rule, Title 30, Texas Administrative Code, Section 111*. The Outdoor Burning Rule first prohibits outdoor burning anywhere in Texas, and then allows exceptions for specific situations. The Exception for Disposal Fires allows the burning of domestic waste including grasses, leaves, and branch trimmings among others for private residences if the subject waste is generated from only that property. *Publication RG-049, Outdoor Burning in Texas* covers among other topics an explanation of the rule, general requirements for burning, and practical alternatives to burning. Consult this publication for more detailed information.
3. *Montgomery County Outdoor Burning Information* brochure from the Montgomery County Fire Marshal's Office states "Residents in incorporated areas may burn leaves and small limbs gathered on their property only if the burning does not create a nuisance condition for their neighbors, and no Burn Ban is in place due to dry weather." Also, "State law prohibits burning of household garbage or rubbish in subdivisions or on less than 5 acres of land in Montgomery County. Violation is a Class C Misdemeanor and carries a fine up to \$500 and community service."
4. Environmental Waste Services ("EWS") will pick up bagged leaves, grasses, & twigs and bundled (tied) brush and limbs less than 4 feet in length that are set out with the garbage.
5. Emerald Lakes has no common area for collection or burning.

#### Emerald Lakes Burning Guidelines

1. We encourage the bagging of leaves, grasses, twigs, etc. and bundling of brush and branches for EWS trash collection.
2. However, burning of leaves, grasses and branch trimmings is allowed as long as a nuisance is not created for neighbors.
3. No burning of garbage, trash, rubbish, liquids, paper, or construction materials is allowed.
4. No burning from land-clearing operations is allowed in Emerald Lakes (i.e., trees downed for homesite prep). Onsite air-curtain incineration as allowed by TCEQ is not approved by POA.
5. Fires should be monitored and completely extinguished before abandonment.
6. Observe Burn Bans declared by Montgomery County Fire Marshal's Office (936-538-8288).
7. Fires for recreation, cooking, and warming are allowed if contained in an appropriate grill, outdoor fireplace, oven or fire pit.
8. Reminder: Placing (dumping) waste on other properties or common areas of Emerald Lakes is strictly prohibited and fineable.

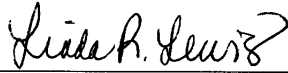
These guidelines were passed by POA Board of Directors on December 23, 2013.

  
 \_\_\_\_\_  
 Kenneth B. Yaw  
 President, Emerald Lakes POA

  
 \_\_\_\_\_  
 Mary Lawlar  
 Secretary, Emerald Lakes POA

Signed this 27 day of February, 2014.

EMERALD LAKES PROPERTY OWNERS  
ASSOCIATION, a Texas non-profit corporation,



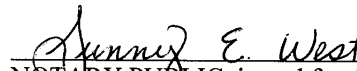
By: Linda R. Lewis, Property Manager

STATE OF TEXAS §

COUNTY OF MONTGOMERY §

This instrument was acknowledged before me on the 27<sup>th</sup> day of February, 2014, by Linda R. Lewis as Property Manager of THE EMERALD LAKES PROPERTY OWNERS ASSOCIATION, a Texas non-profit corporation, and on behalf of said corporation.

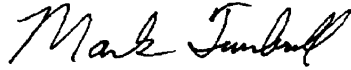


  
NOTARY PUBLIC, in and for the State of Texas

AFTER FILING, RETURN TO:  
EMERALD LAKES POA  
c/o DTA MANAGEMENT SERVICES  
206A S. Loop 336 #270  
Conroe, Texas 77304

**FILED FOR RECORD**

03/03/2014 4:49PM



COUNTY CLERK  
MONTGOMERY COUNTY, TEXAS

STATE OF TEXAS  
COUNTY OF MONTGOMERY

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

**03/03/2014**



County Clerk  
Montgomery County, Texas

**PROPERTY OWNERS ASSOCIATION  
MANAGEMENT CERTIFICATE  
EMERALD LAKE PROPERTY OWNERS ASSOCIATION**



The undersigned certifies that Stanley & Payne Property Executives, LLC is the managing agent for Emerald Lake Property Owners Association (the "Association"). The Association is property owners' association for Emerald Lakes Section I, Section II and Section III, a subdivision in Montgomery County, Texas. This Management Certificate is filed by the Association pursuant to Section 209.004 of the TEXAS PROPERTY CODE.

- Name of Subdivision:**
  - Emerald Lakes Section I
  - Emerald Lakes Section II
  - Emerald Lakes Section III
  
- Name of Association:** Emerald Lakes Property Owners Association
  
- Recording Data for the Subdivision:**
  - *Section I* - Cabinet Z, Sheets 730–736 of the Map Records of Montgomery County, Texas.
  - *Section II* - Cabinet Z, Sheets 990–997 of the Map Records of Montgomery County, Texas.
  - *Section III* - Cabinet Z, Sheets 1490–1499 of the Map Records of Montgomery County, Texas.
  
- Recording Data for the Restrictions:**
  - *Section I* - Clerk’s File Number 2007-036741 of the Official Public Records of Real Property of Montgomery County, Texas.
  - *Section II* - Clerk’s File Number 2007-129162, of the Official Public Records of Real Property of Montgomery County, Texas.
  - *Section II (Amendment)* - Clerk’s File Number 2010-072404, of the Official Public Records of Real Property of Montgomery County, Texas.
  - *Section III* - Clerk’s File Number 2009-009331, of the Official Public Records of Real Property of Montgomery County, Texas.
  
- Other Relevant Instruments**
  - *Certificate of Formation (August 2010)* – Clerk’s File Number 2012036664, of the Official Public Records of Real Property of Montgomery County, Texas.



- *Bylaws (Amended and Restated December 2011)* – Clerk’s File Number 2012036664, of the Official Public Records of Real Property of Montgomery County, Texas.
- *Architectural Control Guidelines and Regulations* – Clerk’s File Number 2012014173, of the Official Public Records of Real Property of Montgomery County, Texas.
- *Building Approval and Construction Requirements (January 1, 2014)* – Clerk’s File Number 2013124731, of the Official Public Records of Real Property of Montgomery County, Texas.
- *Outdoor Burning Information and Guidelines* – Clerk’s File Number 2014018458, of the Official Public Records of Real Property of Montgomery County, Texas.
- *Fine Schedule* – Clerk’s File Number 2012093974, of the Official Public Records of Real Property of Montgomery County, Texas.
- *Payment Plan Policy* – Clerk’s File Number 2012014172, of the Official Public Records of Real Property of Montgomery County, Texas.
- *Records Production Policy* – Clerk’s File Number 2012014171, of the Official Public Records of Real Property of Montgomery County, Texas.
- *Records Retention Schedule* – Clerk’s File Number 2012014170, of the Official Public Records of Real Property of Montgomery County, Texas.

**Mailing Address for the Association:**

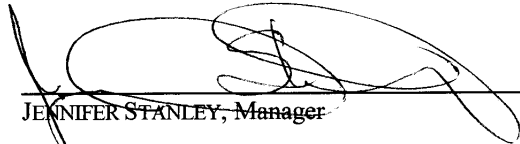
2251 N. Loop 336 W. - Suite C  
Conroe, Texas 77304

**Name and Mailing Address of Person Managing the Association or Designated Representative:**

Jennifer Stanley  
Stanley & Payne Property Executives  
2251 N. Loop 336 W. - Suite C  
Conroe, Texas 77304  
(936) 529-6900

Signed this 6 day of June, 2014.

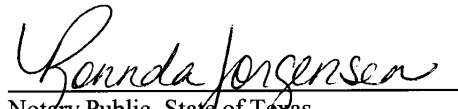
STANLEY & PAYNE PROPERTY EXECUTIVES LLC

  
\_\_\_\_\_  
JENNIFER STANLEY, Manager

STATE OF TEXAS §

COUNTY OF MONTGOMERY §

This instrument was acknowledged before me on the 11 day of June, 2014, by JENNIFER STANLEY, Manager of Stanley & Payne Property Executives, LLC, the management company for EMERALDLAKE PROPERTY OWNERS ASSOCIATION, a Texas non-profit corporation, on behalf of said corporation.

  
\_\_\_\_\_  
Notary Public, State of Texas



**AFTER RECORDING RETURN TO:**

Bryan P. Fowler  
The Fowler Law Firm  
300 West Davis, Suite 510  
Conroe, Texas 77301

**FILED FOR RECORD**

06/17/2014 2:25PM



COUNTY CLERK  
MONTGOMERY COUNTY, TEXAS

STATE OF TEXAS  
COUNTY OF MONTGOMERY

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

**06/17/2014**



County Clerk  
Montgomery County, Texas

**CORPORATE CERTIFICATE  
EMERALD LAKES PROPERTY OWNERS ASSOCIATION**

PI145-2014063044-3

The undersigned certifies that he is the Attorney-in-Fact for Emerald Lakes Property Owners Association (the "Association"). The Association is the property owners' association for Emerald Lakes Section I, Section II and Section III, , a subdivision in Montgomery County, Texas, according to the maps or plats thereof recorded in the Map Records of Montgomery County, Texas (the "Subdivision").

The Association is a Texas non-profit corporation, and attached to this certificate is a true and correct copy of the Emerald Lakes **CLUBHOUSE RENTAL RULES AND PROCEDURES**.

Signed this 25<sup>th</sup> day of June, 2014.

**EMERALD LAKES PROPERTY OWNERS ASSOCIATION**

By: *B P F*  
**BRYAN P. FOWLER, Attorney-in-Fact**

STATE OF TEXAS §

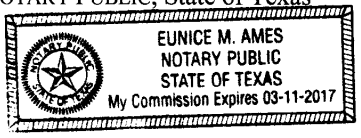
COUNTY OF MONTGOMERY §

SWORN TO AND SUBSCRIBED BEFORE ME on the 25<sup>th</sup> day of June, 2014, by **BRYAN P. FOWLER**, Attorney-in-Fact for EMERALD LAKES PROPERTY OWNERS ASSOCIATION, a Texas non-profit corporation.

*Eunice M. Ames*  
NOTARY PUBLIC, State of Texas

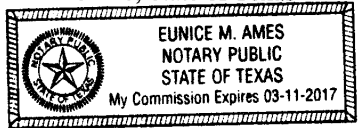
THE STATE OF TEXAS §

COUNTY OF MONTGOMERY §



This instrument was acknowledged before me on the 25<sup>th</sup> day of June, 2014, by **BRYAN P. FOWLER**, Attorney-in-Fact for EMERALD LAKES PROPERTY OWNERS ASSOCIATION, a Texas non-profit corporation, on behalf of said corporation.

*Eunice M. Ames*  
NOTARY PUBLIC, State of Texas



**AFTER RECORDING RETURN TO:**  
The Fowler Law Firm  
300 West Davis, Suite 510  
Conroe, Texas 77301

## CLUBHOUSE RENTAL RULES AND PROCEDURES

The Emerald Lakes Clubhouse is available for the use and enjoyment of Emerald Lakes property owners in good standing. Eleece Zagone, with Stanley & Payne, will maintain the activity calendar and receive reservation requests for the Clubhouse. The rules and procedures for clubhouse rental are below.

- Clubhouse rental is for private parties only. Emerald Lakes common areas (including the Clubhouse) shall never be used for any commercial or other public purpose, including but not limited to churches or meeting groups, religious or charitable organizations, shows, carnivals, or other group events open to non-property owners. No for-profit business activities or events are permitted if the intent of rental is for solicitation, promotion, or sales of any kind.
- All activities must be confined to the clubhouse. Please do not go to pool area or surrounding private yards. Guests shall not enter offices, fitness center, or other unauthorized areas at the Clubhouse.
- Functions must end by 10:00 pm Sunday through Thursday and by 11:30 pm Friday and Saturday, unless approved by the POA Directors.
- No smoking is permitted in clubhouse. Open flames such as candles, lanterns, or cooking/ceremonial fires are strictly prohibited.
- No more than 75 guests are allowed. Both stairway exits shall be unlocked and remain unobstructed the entire time the building is occupied.
- The property owner must be in attendance for the duration of the function and is responsible for guests' actions and maintaining a reasonable noise level.
- Children and teen parties must be chaperoned by adults.
- The property owner is responsible for any liability arising from this function and holds the POA harmless. Members will be financially responsible for damages that they or their guests might cause.
- The property owner agrees to leave the clubhouse and surrounding area in the condition it was prior to the event by replacing any moved furniture, removing all trash, and cleaning all surfaces, bathrooms, and appliances. All cleaning must be completed immediately after the conclusion of the event.
- After the event, doors must be locked, and the key placed in the designated box.
- Failure to comply with the rules and regulations may result in forfeiture of your security deposit and jeopardize your further rental privileges of the clubhouse.

### FEES

Reservations can be made up to 3 months in advance. A refundable deposit of \$150.00 is required at the time of reservation. It is refundable if the reservation is cancelled prior to 5 days of date of rental. The deposit will be returned in full upon successful inspection of the clubhouse following the event.

### PROCEDURE FOR SUBMITTING A RENTAL REQUEST

The property owner will submit the following information to the property management company, along with a check, and the application must be approved by a member of the Board of Directors.

Date of Event \_\_\_\_\_ Description \_\_\_\_\_

Number of Attendees \_\_\_\_\_ Anticipated Hours of Event \_\_\_\_\_

I, \_\_\_\_\_ (property owner), acknowledge I have read, understand, and agree to abide by the Emerald Lakes Clubhouse rental rules and regulations.

Signature \_\_\_\_\_ Date \_\_\_\_\_

Address \_\_\_\_\_

Phone Number \_\_\_\_\_ Email \_\_\_\_\_

**FILED FOR RECORD**

07/01/2014 1:33PM



COUNTY CLERK  
MONTGOMERY COUNTY, TEXAS

STATE OF TEXAS  
COUNTY OF MONTGOMERY

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

**07/01/2014**



County Clerk  
Montgomery County, Texas

**CORPORATE CERTIFICATE  
EMERALD LAKES PROPERTY OWNERS ASSOCIATION**

The undersigned certifies that he is the Attorney-in-Fact for Emerald Lakes Property Owners Association (the "Association"). The Association is the property owners' association for Emerald Lakes Section I, Section II and Section III, , a subdivision in Montgomery County, Texas, according to the maps or plats thereof recorded in the Map Records of Montgomery County, Texas (the "Subdivision").

The Association is a Texas non-profit corporation, and attached to this certificate is a true and correct copy of the Emerald Lakes **POOL RULES**.

Signed this 25<sup>th</sup> day of June, 2014.



**EMERALD LAKES PROPERTY OWNERS  
ASSOCIATION**

By: *Bryan P. Fowler*  
**BRYAN P. FOWLER, Attorney-in-Fact**

STATE OF TEXAS §

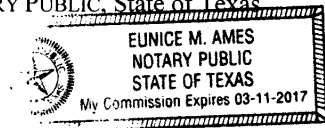
COUNTY OF MONTGOMERY §

SWORN TO AND SUBSCRIBED BEFORE ME on the 25<sup>th</sup> day of June, 2014, by **BRYAN P. FOWLER**, Attorney-in-Fact for EMERALD LAKES PROPERTY OWNERS ASSOCIATION, a Texas non-profit corporation.

*Eunice M. Ames*  
NOTARY PUBLIC, State of Texas

THE STATE OF TEXAS §

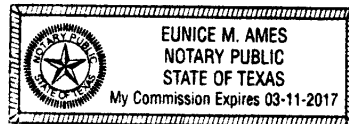
COUNTY OF MONTGOMERY §



This instrument was acknowledged before me on the 25<sup>th</sup> day of June, 2014, by **BRYAN P. FOWLER**, Attorney-in-Fact for EMERALD LAKES PROPERTY OWNERS ASSOCIATION, a Texas non-profit corporation, on behalf of said corporation.

*Eunice M. Ames*  
NOTARY PUBLIC, State of Texas

**AFTER RECORDING RETURN TO:**  
The Fowler Law Firm  
300 West Davis, Suite 510  
Conroe, Texas 77301



## **POOL RULES**

**The Emerald Lakes Pool does NOT have a lifeguard on duty.**

**Swim at your own risk.**

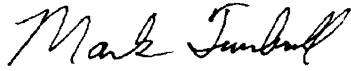
The following rules pertain to pool and pool area usage by Emerald Lakes property owners and their guests.

- Pool hours are from sunup to 10:00 pm.
- All children under the age of 16 must be accompanied by a parent or other adult.
- The gate must be kept closed and locked at all times.
- Guests must be accompanied by a property owner or member of his/her household at all times.
- Appropriate swim wear is required. Cutoffs, street clothes, gym shorts, and underwear are not permitted as swimwear.
- Infants and children who are not toilet trained must wear disposable swim diapers that fit snugly at the waist and legs; no cloth or regular disposable diapers are allowed. If the diaper becomes soiled, the child must exit the pool area immediately. Diaper changing on the pool deck is prohibited.
- Only Coast Guard approved life jackets or swim aids designed for vertical support may be worn by non-swimmers. This excludes water wings, swimmies, bubbles, rings, etc.
- Absolutely, do not play with or remove the safety equipment or life ring.
- Pool and pool area must be kept clean.
- No smoking is allowed inside the gated area, including the bath house.
- Do not enter the pool if you have a communicable disease or an open cut.
- Do not bring food, drink, gum, or tobacco into the pool.
- The consumption of alcoholic beverages in and around pool and bathhouse area is prohibited.
- Shower before entering the pool and after use of toilet facilities.
- Inner tubes and inflatable boats or rafts are not allowed.
- Do not run, dive, or engage in rough play in the pool area.
- Glass and shatterable items are prohibited in the pool area.
- You should exercise due regard for the comfort and sensibilities of others when playing music.
- Evacuate the pool facility during thunderstorms. Re-entry is not allowed until 30 minutes after the last thunder clap.
- The pool cannot be used for private parties.



**FILED FOR RECORD**

07/01/2014 1:33PM




COUNTY CLERK  
MONTGOMERY COUNTY, TEXAS

STATE OF TEXAS  
COUNTY OF MONTGOMERY

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

**07/01/2014**



County Clerk  
Montgomery County, Texas

**CORPORATE CERTIFICATE  
EMERALD LAKES PROPERTY OWNERS ASSOCIATION**

The undersigned certifies that he is the Attorney-in-Fact for Emerald Lakes Property Owners Association (the "Association"). The Association is the property owners' association for Emerald Lakes Section I, Section II and Section III, a subdivision in Montgomery County, Texas, according to the maps or plats thereof recorded in the Map Records of Montgomery County, Texas (the "Subdivision").

The Association is a Texas non-profit corporation, and attached to this certificate is a true and correct copy of the **EMERALD LAKES TENNIS COURT RULES**.

Signed this 25<sup>th</sup> day of June, 2014.

**EMERALD LAKES PROPERTY OWNERS  
ASSOCIATION**

By: *Bryan P. Fowler*  
**BRYAN P. FOWLER, Attorney-in-Fact**

STATE OF TEXAS §

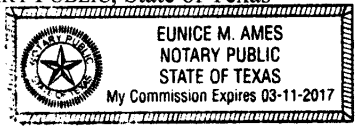
COUNTY OF MONTGOMERY §

SWORN TO AND SUBSCRIBED BEFORE ME on the 25<sup>th</sup> day of June, 2014, by **BRYAN P. FOWLER**, Attorney-in-Fact for EMERALD LAKES PROPERTY OWNERS ASSOCIATION, a Texas non-profit corporation.

*Eunice M. Ames*  
NOTARY PUBLIC, State of Texas

THE STATE OF TEXAS §

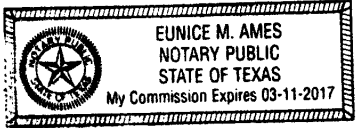
COUNTY OF MONTGOMERY §



This instrument was acknowledged before me on the 25<sup>th</sup> day of June, 2014, by **BRYAN P. FOWLER**, Attorney-in-Fact for EMERALD LAKES PROPERTY OWNERS ASSOCIATION, a Texas non-profit corporation, on behalf of said corporation.

*Eunice M. Ames*  
NOTARY PUBLIC, State of Texas

**AFTER RECORDING RETURN TO:**  
The Fowler Law Firm  
300 West Davis, Suite 510  
Conroe, Texas 77301



PI145-2014063046-3

## **EMERALD LAKES TENNIS COURT RULES**

- Tennis court hours are daylight until 10 pm.
- Use tennis court at your own risk.
- No food, glass, or alcoholic beverage allowed.
- Tennis courts are for tennis only. No other ball games, bicycles, roller blades, skate boards, etc.
- Proper footwear is required.
- Do not abuse the net or other equipment.
- No pets allowed.
- Children under age of 12 must be accompanied by an adult.
- Tennis court is for property owners, members of his/her household, and their guests only.
- The tennis court cannot be scheduled or reserved. Court use is on a first-come first-served basis.
- Limit to one hour of play if others are waiting.
- Please relock the gate when leaving.
- Park vehicles on the street, not the grass.

**FILED FOR RECORD**

07/01/2014 1:33PM



COUNTY CLERK  
MONTGOMERY COUNTY, TEXAS

STATE OF TEXAS  
COUNTY OF MONTGOMERY

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

**07/01/2014**



County Clerk  
Montgomery County, Texas



**PROPERTY OWNERS ASSOCIATION  
MANAGEMENT CERTIFICATE  
EMERALD LAKES PROPERTY OWNERS ASSOCIATION**

The undersigned certifies that Stanley & Payne Property Executives, LLC is the managing agent for Emerald Lakes Property Owners Association (the "Association"). The Association is property owners' association for Emerald Lakes Section I, Section II and Section III, a subdivision in Montgomery County, Texas. This Management Certificate is filed by the Association pursuant to Section 209.004 of the TEXAS PROPERTY CODE.

- Name of Subdivision:**
  - Emerald Lakes Section I
  - Emerald Lakes Section II
  - Emerald Lakes Section III
  
- Name of Association:** Emerald Lakes Property Owners Association
  
- Recording Data for the Subdivision:**
  - *Section I* - Cabinet Z, Sheets 730–736 of the Map Records of Montgomery County, Texas.
  - *Section II* - Cabinet Z, Sheets 990–997 of the Map Records of Montgomery County, Texas.
  - *Section III* - Cabinet Z, Sheets 1490–1499 of the Map Records of Montgomery County, Texas.
  
- Recording Data for the Restrictions:**
  - *Section I* - Clerk's File Number 2007-036741 of the Official Public Records of Real Property of Montgomery County, Texas.
  - *Section II* - Clerk's File Number 2007-129162, of the Official Public Records of Real Property of Montgomery County, Texas.
  - *Section II (Amendment)* - Clerk's File Number 2010-072404, of the Official Public Records of Real Property of Montgomery County, Texas.
  - *Section III* - Clerk's File Number 2009-009331, of the Official Public Records of Real Property of Montgomery County, Texas.
  
- Other Relevant Instruments**
  - *Certificate of Formation (August 2010)* – Clerk's File Number 2012036664, of the Official Public Records of Real Property of Montgomery County, Texas.

- *Bylaws (Amended and Restated December 2011)* – Clerk’s File Number 2012036664, of the Official Public Records of Real Property of Montgomery County, Texas.
- *Architectural Control Guidelines and Regulations* – Clerk’s File Number 2012014173, of the Official Public Records of Real Property of Montgomery County, Texas.
- *Building Approval and Construction Requirements (January 1, 2014)* – Clerk’s File Number 2013124731, of the Official Public Records of Real Property of Montgomery County, Texas.
- *Outdoor Burning Information and Guidelines* – Clerk’s File Number 2014018458, of the Official Public Records of Real Property of Montgomery County, Texas.
- *Fine Schedule* – Clerk’s File Number 2012093974, of the Official Public Records of Real Property of Montgomery County, Texas.
- *Clubhouse Rules and Procedures* – Clerk’s File Number 2014063044, of the Official Public Records of Real Property of Montgomery County, Texas.
- *Pool Rules* – Clerk’s File Number 2014063045, of the Official Public Records of Real Property of Montgomery County, Texas.
- *Tennis Court Rules* – Clerk’s File Number 2014063046, of the Official Public Records of Real Property of Montgomery County, Texas.
- *Fitness Center Rules and Regulations* – Clerk’s File Number 2014063048, of the Official Public Records of Real Property of Montgomery County, Texas.
- *Payment Plan Policy* – Clerk’s File Number 2012014172, of the Official Public Records of Real Property of Montgomery County, Texas.
- *Records Production Policy* – Clerk’s File Number 2012014171, of the Official Public Records of Real Property of Montgomery County, Texas.

- *Records Retention Schedule* – Clerk’s File Number 2012014170, of the Official Public Records of Real Property of Montgomery County, Texas.

**Mailing Address for the Association:**

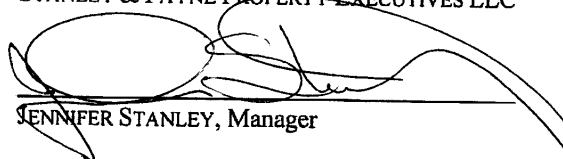
2251 N. Loop 336 W. - Suite C  
Conroe, Texas 77304

**Name and Mailing Address of Person Managing the Association or Designated Representative:**

Jennifer Stanley  
Stanley & Payne Property Executives  
2251 N. Loop 336 W. - Suite C  
Conroe, Texas 77304  
(936) 529-6900

Signed this 7 day of July, 2014.

STANLEY & PAYNE PROPERTY EXECUTIVES LLC

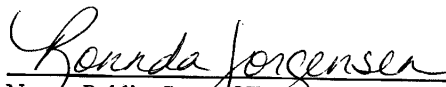


JENNIFER STANLEY, Manager

STATE OF TEXAS §

COUNTY OF MONTGOMERY §

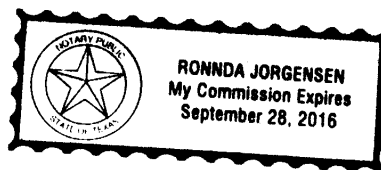
This instrument was acknowledged before me on the 7 day of July, 2014, by JENNIFER STANLEY, Manager of Stanley & Payne Property Executives, LLC, the management company for EMERALD LAKES PROPERTY OWNERS ASSOCIATION, a Texas non-profit corporation, on behalf of said corporation.



RONDA JORGENSEN  
Notary Public, State of Texas


**AFTER RECORDING RETURN TO:**

Bryan P. Fowler  
The Fowler Law Firm  
300 West Davis, Suite 510  
Conroe, Texas 77301



**FILED FOR RECORD**

07/15/2014 4:04PM



COUNTY CLERK  
MONTGOMERY COUNTY, TEXAS

STATE OF TEXAS  
COUNTY OF MONTGOMERY

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

**07/15/2014**



County Clerk  
Montgomery County, Texas





4

**WATER WELL POLICIES AND GUIDELINES OF  
EMERALD LAKES PROPERTY OWNERS ASSOCIATION**

**WHEREAS**, the property affected by this Water Well Policies and Guidelines is subject to certain dedications, covenants and restrictions (the “Declarations”) set out in instruments recorded in the Official Public Records of Real Property at Montgomery County, Texas, as follows:

- Declaration of Covenants, Conditions and Restrictions for Emerald Lakes, Section One, of record in the Official Public Records of Real Property of Montgomery County, Texas, under Clerk’s File No. 2007-036741; and
- Declaration of Covenants, Conditions and Restrictions for Emerald Lakes, Section Two, of record in the Official Public Records of Real Property of Montgomery County, Texas, under Clerk’s File No. 2007-129162; and
- Declaration of Covenants, Conditions and Restrictions for Emerald Lakes, Section Two, as amended by instrument of record in the Official Public Records of Real Property of Montgomery County, Texas, under Clerk’s File No. 2010-072404; and
- Declaration of Covenants, Conditions and Restrictions for Emerald Lakes, Section Three, of record in the Official Public Records of Real Property of Montgomery County, Texas, under Clerk’s File No. 2009-009331; and

**WHEREAS**, pursuant to the authority vested in Emerald Lakes Property Owners Association (the “Association”) in the Declarations and as required by the TEXAS PROPERTY CODE, the Board of Directors of the Association (the “Board”) hereby promulgates the following Water Well Policies and Guidelines.

**NOW, THEREFORE, BE IT RESOLVED** that the following policies and guidelines shall govern the approval, placement and installation of private water wells and other accessory equipment.

1. All residential dwellings in this Subdivision shall be equipped with and served by a fresh water system installed, operated and continuously maintained in accordance with applicable utility company and governmental requirements, and no water wells shall be made, bored or drilled, nor any type kind of private system installed or used except upon approval of the Architectural Review Committee (the “ARC”), and any required governmental authorities. Wells may be drilled by the Association for use in watering common areas and filling of lakes or ponds in common areas and may be drilled by Owners for use in watering of animals and for yard sprinkler systems, but shall not be used for human consumption or for filling of swimming pools.

2. All water well installations shall be approved by the ARC. An approved Montgomery County Well Permit must be submitted with any water well installation request.

3. Water wells in Emerald Lakes shall be defined as and shall constitute a "structure" in relation to restrictions contained in the Declarations. As such, no water well shall be placed nearer any street or property line than the applicable setback lines depicted on the Subdivision Plat and nearer to any street than the front of the primary dwelling without the express written approval of the ARC.

4. All water wells shall be located in compliance with all state, county or local regulations. Well placement shall comply with required distances of existing or potential future septic spray fields of the applicant, and all adjacent lots.

5. All water wells shall be cemented to Texas Commission on Environmental Quality ("TCEQ") Minimum Standards.

6. The water well pump pressure tank shall be buried.

7. Pump, motor suction and discharge piping shall be enclosed in an architecturally compliant enclosure that is submitted with water well installation request and approved by the ARC, prior to well installation.

8. Water well electrical power supply shall be buried. No above ground wiring shall be permitted.

9. No hoses or temporary piping will be permitted to link a private water well system to any sprinkler system.


This Policy is effective upon recordation in the Public Records of Montgomery County, Texas, and supersedes any policy regarding water wells which may have previously been in effect. Except as affected by the TEXAS PROPERTY CODE and/or by this Policy, all other provisions contained in the Declarations or any other dedicatory instruments of the Association shall remain in full force and effect.

This is to certify that the foregoing Water Well Policy and Guidelines was adopted by the Board of Directors, effective as of the date indicated herein, until such date as it may be modified, rescinded or revoked.

The Board of Directors hereby approves and authorizes the above Policy.

Signed this 6<sup>th</sup> day of August, 2014.

**EMERALD LAKES PROPERTY OWNERS  
ASSOCIATION**

By:   
Name: KENNETH B. YAW  
Title: President

ADDITIONAL DEDICATORY INSTRUMENTS  
For  
EMERALD LAKES PROPERTY OWNERS ASSOCIATION

THE STATE OF TEXAS           §  
  §  
COUNTY OF MONGOMERY      §

BEFORE ME, the undersigned authority, on this day personally appeared  
KENNETH YAW, who, being by me first duly sworn, states on oath the following:

“My name is KENNETH B. YAW, I am over twenty-one (21) years of age, of sound mind, capable of making this affidavit authorized to make the affidavit, and personally acquainted with the facts herein state:

“I am President of EMERALD LAKES PROPERTY OWNERS ASSOCIATION. Pursuant to Section 202.006 of the Texas Property Code, the following documents are copies of the original official documents from the Association’s files:

1. Water Well Policies and Guidelines for Emerald Lakes Property Owners Association

DATED this 12<sup>th</sup> day of AUGUST, 2014.

EMERALD LAKES PROPERTY OWNERS ASSOCIATION

BY: KAB y  
President

SUBSCRIBED AND SWORN TO BEFORE ME by the said KENNETH YAW  
on this the 12 day of AUGUST, 2014.

Ronnda Jorgensen

NOTARY PUBLIC IN AND FOR  
THE STATE OF TEXAS

After recording return to:

Stanley & Payne Property Executives llc  
2251 N. Loop 336 W. Suite C  
Conroe, Texas 77304



**FILED FOR RECORD**

08/12/2014 2:56PM



COUNTY CLERK  
MONTGOMERY COUNTY, TEXAS

STATE OF TEXAS  
COUNTY OF MONTGOMERY

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

**08/12/2014**



County Clerk  
Montgomery County, Texas



4

**EMERALD LAKES PROPERTY OWNERS ASSOCIATION**  
**EMERALD LAKE USE POLICY**

**WHEREAS**, the property affected by this Emerald Lake Use Policy is subject to certain dedications, covenants and restrictions (the "Declaration") set out in instruments recorded in the Official Public Records of Real Property at Montgomery County, Texas, as follows:

- Declaration of Covenants, Conditions and Restrictions for Emerald Lakes, Section One, of record in the Official Public Records of Real Property of Montgomery County, Texas, under Clerk's File No. 2007-036741; and
- Declaration of Covenants, Conditions and Restrictions for Emerald Lakes, Section Two, of record in the Official Public Records of Real Property of Montgomery County, Texas, under Clerk's File No. 2007-129162; and
- Declaration of Covenants, Conditions and Restrictions for Emerald Lakes, Section Two, as amended by instrument of record in the Official Public Records of Real Property of Montgomery County, Texas, under Clerk's File No. 2010-072404; and
- Declaration of Covenants, Conditions and Restrictions for Emerald Lakes, Section Three, of record in the Official Public Records of Real Property of Montgomery County, Texas, under Clerk's File No. 2009-0093631; and

**WHEREAS**, pursuant to the authority vested in Emerald Lakes Property Owners Association (the "Association") in the Declaration and as required by the TEXAS PROPERTY CODE, the Board of Directors of the Association (the "Board") hereby promulgates the following Emerald Lake Use Policy.

**NOW, THEREFORE, BE IT RESOLVED** that the following policy shall set forth the policies and rules for use of Emerald Lake (the "Lake").

1. Lake use and park facilities use are restricted to owners only and guest if accompanied by the owner. Unaccompanied guests will be asked to leave the premises.
2. Ponds in Emerald Lakes are not common areas, and therefore are not to be used by owners other than those with frontage property to those ponds.
3. No swimming is allowed.

4. The boat ramp gate is to remain locked at all times. Please relock the gate immediately after launching or trailering your boat.
5. All fish shall be “catch and release” unless expressly permitted by the Association for the purposes of game management. Refer to the current fishing guidelines for Emerald Lake.
6. All fishermen must be in compliance with Texas Parks and Wildlife Safety Regulations.
7. Access to Emerald Lake is from Emerald Park only except for lot owners whose property adjoins the Lake. Do not fish from the banks of or otherwise trespass on the lots adjoining Emerald Lakes or tributary creeks.
8. Boats and trailers must be free of invasive aquatic species before entering the Lake. Follow TCEQ Invasive Aquatic Species Guidelines for boat and trailer cleaning.<sup>1</sup> Buckets, live wells, and bilges should be clean and dry. Trailers and boats should be free of dirt, mud, and all plant fragments.
9. Motorized boats (except those powered by electric trolling motors) and jet skies are not allowed except for lake maintenance authorized by the Association.
10. Do not attempt to remove or otherwise injure or disturb the grass carp in the Lake unless authorized by the Association. These fish were purchased at great expense to the owners for the purpose of invasive weed control.

These policies and rules are effective upon recordation in the Public Records of Montgomery County, Texas, and supersede any guidelines which may have previously been in effect. Except as affected by the TEXAS PROPERTY CODE and/or by this policy, all other provisions contained in the Declarations or any other dedicatory instruments of the Association shall remain in full force and effect.

This is to certify that the foregoing policy was adopted by the Board of Directors, effective as of the date hereof, until such date as it may be modified, rescinded or revoked.

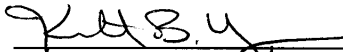
The Board of Directors hereby approves and authorizes the above policy.

---

1. [http://www.tceq.texas.gov/assets/public/waterquality/swqm/monitor/manual/vol1/invasivespecies\\_cleanproc.pdf](http://www.tceq.texas.gov/assets/public/waterquality/swqm/monitor/manual/vol1/invasivespecies_cleanproc.pdf)

Signed this 12<sup>th</sup> day of AUGUST, 2014.

**EMERALD LAKES PROPERTY OWNERS ASSOCIATION**

By:   
KENNETH B. YAW, President



ADDITIONAL DEDICATORY INSTRUMENTS  
For  
EMERALD LAKES PROPERTY OWNERS ASSOCIATION

THE STATE OF TEXAS           §  
  §  
COUNTY OF MONGOMERY       §

BEFORE ME, the undersigned authority, on this day personally appeared  
KENNETH YAW, who, being by me first duly sworn, states on oath the following:

“My name is KENNETH B. YAW, I am over twenty-one (21) years of age, of sound mind, capable of making this affidavit authorized to make the affidavit, and personally acquainted with the facts herein state:

“I am President of EMERALD LAKES PROPERTY OWNERS ASSOCIATION. Pursuant to Section 202.006 of the Texas Property Code, the following documents are copies of the original official documents from the Association’s files:

1. Lake Use Policy for Emerald Lakes Property Owners Association

DATED this 12<sup>th</sup> day of AUGUST, 2014.

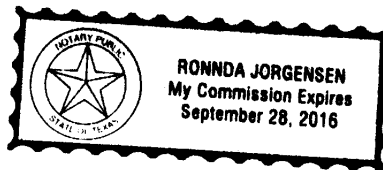
EMERALD LAKES PROPERTY OWNERS ASSOCIATION

BY: [Signature]  
President

SUBSCRIBED AND SWORN TO BEFORE ME by the said KENNETH YAW.  
on this the 12 day of AUGUST, 2014.

[Signature]  
NOTARY PUBLIC IN AND FOR  
THE STATE OF TEXAS

After recording return to:  
Stanley & Payne Property Executives llc  
2251 N. Loop 336 W. Suite C  
Conroe, Texas 77304



**FILED FOR RECORD**

08/12/2014 2:56PM



COUNTY CLERK  
MONTGOMERY COUNTY, TEXAS

STATE OF TEXAS  
COUNTY OF MONTGOMERY

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

**08/12/2014**



County Clerk  
Montgomery County, Texas

**ARCHITECTURAL CONTROL GUIDELINES AND REGULATIONS  
OF  
EMERALD LAKES PROPERTY OWNERS ASSOCIATION**

**WHEREAS**, the property affected by these Architectural Control Guidelines and Regulations is subject to certain dedications, covenants and restrictions (the "Declaration") set out in instruments recorded in the Official Public Records of Real Property at Montgomery County, Texas, as follows:

- Declaration of Covenants, Conditions and Restrictions for Emerald Lakes, Section One, of record in the Official Public Records of Real Property of Montgomery County, Texas, under Clerk's File No. 2007-036741; and
- Declaration of Covenants, Conditions and Restrictions for Emerald Lakes, Section Two, of record in the Official Public Records of Real Property of Montgomery County, Texas, under Clerk's File No. 2007-129162; and
- Declaration of Covenants, Conditions and Restrictions for Emerald Lakes, Section Two, as amended by instrument of record in the Official Public Records of Real Property of Montgomery County, Texas, under Clerk's File No. 2010-072404; and
- Declaration of Covenants, Conditions and Restrictions for Emerald Lakes, Section Three, of record in the Official Public Records of Real Property of Montgomery County, Texas, under Clerk's File No. 2009-0093631; and

**WHEREAS**, pursuant to the authority vested in Emerald Lakes Property Owners Association (the "Association") in the Declaration and as required by the TEXAS PROPERTY CODE, the Board of Directors of the Association (the "Board") has determined that, in order to provide clear and definitive guidance for maintaining the aesthetics and architectural harmony of the community, it is appropriate to adopt guidelines toward that end. Therefore, the Board hereby promulgates the following Architectural Control Guidelines and Regulations.

**NOW, THEREFORE, BE IT RESOLVED** that the following conditions and requirements are hereby established for Association Architectural Control Guidelines and Regulations:

**GUIDELINES AND REGULATIONS**

The following are guidelines adopted by the Architectural Control Committee (the "ACC") to specify their standards, requirements and thought process used in evaluating various exterior improvements. These guidelines may be amended from time-to-time as circumstances, conditions or opinions of the ACC dictate. The ACC has the right to deny approval for a similar improvement based on the proximity of a property to a main boulevard or the visual relativity of the site to the overall development. As an example, a home located on the perimeter of the development may be

permitted to have a certain styled storage building, whereas on a main entry boulevard and depending on the configuration of the lot, this same item may not be approved. The intent being to maintain overall integrity within areas of higher visual impact.

It should be noted that the ACC approval is required prior to the installation or construction of the improvement or change. If an improvement is made without ACC approval, the Board of Directors has the legal right to enforce its removal.

The following guidelines shall be applicable to all properties under the jurisdiction of the Emerald Lakes Property Owners Association (the "Association").

These guidelines shall also encumber any future property which may be brought within the jurisdiction of the Association.

These guidelines supercede and take the place of any previous architectural control guidelines for the Association.

**A. DISPLAY OF FLAGS:**

1. These Guidelines apply to the display of ("Permitted Flags"):
  - a. the flag of the United States; and
  - b. the flag of the State of Texas; and
  - c. the official flag of any branch of the United States armed forces.
2. These Guidelines do not apply to any flags other than the Permitted Flags listed in Section 1 above including, but not limited to:
  - a. flags for schools, sports teams, businesses or foreign countries; or
  - b. flags with marketing, seasonal, historical, commemorative, nautical, political or religious themes; or
  - c. historical versions of flags permitted in section 1 above.
3. Permitted Flags may be displayed subject to these guidelines. Advance written approval of the ACC is required for any free-standing flagpole and any additional illumination associated with the display of Permitted Flags.
4. Permitted Flags must be displayed in a respectful manner in accordance with the current relevant federal, state or military code.
5. Permitted Flags must be displayed from a pole attached to a structure or to a free-standing pole. Permitted Flags may not be draped over or directly attached to

structures. For example, a Permitted Flag may not be laid across a fence or stapled to a garage door.

6. Permitted Flags shall be no larger than three foot (3') by five foot (5') in size.
7. Only one Permitted Flag may be displayed on a flagpole attached to a structure. Up to two Permitted Flags may be displayed on an approved free-standing flagpole that is at least fourteen feet (14') tall.
8. Flagpoles must be constructed of permanent, long-lasting materials with an appropriate finish that is harmonious with the dwelling.
9. A flagpole attached to a structure may be up to six feet (6') long and must be securely attached with a bracket with an angle of 30 to 45 degrees down from vertical. The flagpole must be attached in such a manner as to not damage the structure. One attached flagpole is allowed on any portion of a structure facing a street and one attached flagpole is allowed on the rear or backyard portion of a structure. Brackets which accommodate multiple flagpoles are not allowed.
10. Free-standing flagpoles may be up to twenty feet (20') tall, including any ornamental caps. Free-standing flagpoles must be permanently installed in the ground according to manufacturer's instructions. One free-standing flagpole is allowed in the portion of the owner's property between the main residential dwelling and any street and one free-standing flagpole is allowed in the rear or backyard portion of a property.
11. Free-standing flagpoles may not be installed in any location described below:
  - a. in any location other than the Owner's property; or
  - b. within a ground utility easement or encroaching into an aerial easement; or
  - c. beyond the side or rear setback lines (for example, on a lot with a 10' side setback line, a flagpole may not be installed closer than 10' from the side property line); or
  - d. beyond half the distance of the front setback line (for example, on a lot with a 30' front setback line, a flagpole may not be installed closer than 15' from the front property line); or
  - e. closer to a dwelling on an adjacent lot than the height of the flagpole (for example, a 20' flagpole cannot be installed closer than 20' from an adjacent house).
12. Lighting may be installed to illuminate Permitted Flags if they will be displayed at night and if existing ambient lighting does not provide proper illumination. Flag lighting must:

- a. be ground mounted in the vicinity of the flag; and
  - b. utilize a fixture that screens the bulb and directs light in the intended direction with minimal spillover; and
  - c. point towards the flag and face the main structure on the property or to the center of the property if there is no structure; and
  - d. provide illumination not to exceed the equivalent of a 60 watt incandescent bulb.
13. Flagpoles must not generate unreasonable noise levels which would disturb the quiet enjoyment of other residents. Each flagpole owner should take steps to reduce noise levels by using vinyl or plastic snap hooks, installing snap hook covers or securing a loose halyard (rope) around the flagpole with a flagpole clasp.
  14. Flagpoles are allowed solely for the purpose of displaying Permitted Flags. If a flagpole is no longer used on a daily basis, it must be removed.
  15. All flags and flagpoles must be maintained in good condition. Deteriorated flags must be removed and promptly replaced. Deteriorated or structurally unsafe flagpoles must be promptly repaired, replaced or removed.

**B. RAINWATER RECOVERY SYSTEMS:**

1. Rainwater Recovery Systems may be installed with advance written approval of the ACC subject to these guidelines.
2. All such Systems must be installed on land owned by the property owner. No portion of the Systems may encroach on adjacent properties or common areas.
3. Other than gutters and downspouts conventionally attached to a dwelling or appurtenant structure, all components of the Systems, such as tanks, barrels, filters, pumps, motors, pressure tanks, pipes and hoses, must be substantially screened from public view from any street or common area. Screening may be accomplished by:
  - a. placement behind a solid fence, a structure or vegetation; or
  - b. by burying the tanks or barrels; or
  - c. by placing equipment in an outbuilding otherwise approved by the ACC.
4. A rain barrel may be placed in a location visible from public view from any street or common area only if the configuration of the guttering system on the structure precludes screening as described above with the following restrictions:
  - a. the barrel must not exceed 55 gallons; and

- b. the barrel must be installed in close proximity to the structure on a level base with the guttering downspout leading directly to the barrel inlet at a substantially vertical angle; and
  - c. the barrel must be fully painted in a single color to blend with the adjacent home or vegetation; and
  - d. any hose attached to the barrel discharge must be neatly coiled and stored behind or beside the rain barrel in the least visible position when not in use.
5. Overflow lines from the Systems must not be directed onto or adversely affect adjacent properties or common areas.
6. Inlets, ports, vents and other openings must be sealed or protected with mesh to prevent children, animals and debris from entering the barrels, tanks or other storage devices. Open top storage containers are not allowed, however, where space allows and where appropriate, ACC approved ponds may be used for water storage.
7. Harvested water must be used and not allowed to become stagnant or a threat to health.
8. All Systems must be maintained in good repair. Unused Systems should be drained and disconnected from the gutters. Any unused Systems in public view must be removed from public view from any street or common area.

**C. DISPLAY OF RELIGIOUS ITEMS:**

1. A property owner or resident may display or attach one or more religious items to each or any entry to their dwelling. Such items may include any thing related to any faith that is motivated by the resident's sincere religious belief or tradition.
2. Individually or in combination with each other, the items at any entry may not exceed 25 square inches total in size.
3. The items may only be displayed on or attached to the entry door or frame and may not extend beyond the outside edge of the door frame.
4. To the extent allowed by the Texas state constitution and the United States constitution, any such displayed or affixed religious items may not:
  - a. threaten public health or safety; or
  - b. violate any law; or
  - c. contain language, graphics or any display that is patently offensive to a passerby.

5. Approval from the ACC is not required for displaying religious items in compliance with these guidelines.
6. As provided by Section 202.018 of the TEXAS PROPERTY CODE, the Association may remove any items displayed in violation of these guidelines.

**D. ROOFING MATERIALS:**

1. All buildings shall be roofed with composition shingles unless otherwise approved in writing by the ACC. Wood shingles are specifically prohibited for safety reasons. The ACC may consider roofs constructed of concrete or clay tiles, metal, or slate.
2. Composition shingles must weigh at least 230 pounds per square and have a stated warranty of at least 25 years. Shingles must have a laminated design. Three-tab shingles are specifically prohibited except for use as a starter and cap rows.
3. Composition shingles and metal roofs shall be dark brown, dark gray, or charcoal tones. The ACC may consider alternate tile or slate colors if compatible with the style of the home and surrounding architecture.
4. Roof overlays are not allowed. Prior to roofing, all existing materials must be removed down to clean decking. Any damaged or deteriorated decking must be replaced.
5. Ridge vent are encouraged, to improve ventilation, reduce attic temperature and reduce cooling costs, but are not required.
6. All roof protrusions, such as vents, roof jacks, must be painted to match the shingles.
7. Subject to Section 8 below and with advance written approval from the ACC, an owner may install shingles (“Alternative Shingles”) which are designed primarily to:
  - a. be wind and hail resistant; or
  - b. provide heating or cooling efficiencies greater than traditional composition shingles; or
  - c. provide solar energy capture capabilities.
8. Once installed, any such Alternative Shingles must:
  - a. resemble the shingles used or authorized to be used on other structures within the Association; and
  - b. be more durable than and of equal or superior quality to the shingles used or authorized to be used on other structures within the Association; and



- c. match the aesthetics of properties surrounding the owner's property.

**E. SOLAR ENERGY DEVICES:**

1. These guidelines apply to solar energy devices ("Devices") as defined in Section 171.107(a) of the Texas Tax Code. A solar energy device means a system or series of mechanisms designed primarily to provide heating or cooling or to produce electrical or mechanical power by collecting and transferring solar-generated energy. The term includes a mechanical or chemical device that has the ability to store solar-generated energy for use in heating or cooling or in the production of power.
2. Such Devices may only be installed with advance written approval of the ACC subject to these guidelines.
3. Any such Device must be installed on land or structures owned by the property owner. No portion of the Devices may encroach on adjacent properties or common areas.
4. Such Devices may only be installed in the following locations:
  - a. on the roof of the main residential dwelling; or
  - b. on the roof of any other approved structure; or
  - c. within a fenced yard or patio.
5. For Devices mounted on a roof, the Device must:
  - a. have no portion of the Device higher than the roof section to which it is attached; and
  - b. have no portion of the Device extend beyond the perimeter boundary of the roof section to which it is attached; and
  - c. conform to the slope of the roof; and
  - d. be aligned so the top edge of the Device is parallel to the roof ridge line for the roof section to which it is attached; and
  - e. have a frame, brackets and visible piping or wiring that is a color to match the roof shingles or a silver, bronze or black tone commonly available in the marketplace; and
  - f. be located in a position on the roof which is least visible from any street or common area, so long as such location does not reduce estimated annual energy production more than 10% over alternative roof locations (as determined by a publically available modeling tool provided by the National Renewable Energy Laboratory [[www.nrel.gov](http://www.nrel.gov)] or equivalent entity).

6. For Devices located in a fenced yard or patio, no portion of the Device may extend above the top of the fence. If the fence is not a solid fence which blocks view of the Device, the Association may require the Device be placed in a location behind a structure or otherwise require visual screening. The Association may consider installation of Devices on properties without a fenced yard if there is adequate screening from public view from any street or common area.
7. All Devices must be installed in compliance with manufacturer's instruction and in a manner which does not void material warranties. Licensed craftsmen must be used where required by law. Permits must be obtained where required by law.
8. Installed Devices may not:
  - a. threaten public health or safety; or
  - b. violate any law; or
  - c. substantially interfere with the use and enjoyment of land by causing unreasonable discomfort or annoyance to any adjoining property owner.
9. All Devices must be maintained in good repair. Unused or inoperable Devices must be removed.


These guidelines are effective upon recordation in the Public Records of Montgomery County, Texas, and supersede any guidelines which may have previously been in effect. Except as affected by the TEXAS PROPERTY CODE and/or by these guidelines, all other provisions contained in the Declarations or any other dedicatory instruments of the Association shall remain in full force and effect.

This is to certify that the foregoing Architectural Control Guidelines and Regulations was adopted by the Board of Directors by unanimous consent, effective as of the 6<sup>th</sup> day of AUGUST, 2014, until such date as it may be modified, rescinded or revoked.

The Board of Directors hereby approves and authorizes the above Policy.

Signed this 6<sup>th</sup> day of AUGUST, 2014.

**EMERALD LAKES  
PROPERTY OWNERS ASSOCIATION**

By:   
 Name: KENNETH B. AUSTIN  
 Title: President

ADDITIONAL DEDICATORY INSTRUMENTS  
For  
EMERALD LAKES PROPERTY OWNERS ASSOCIATION

THE STATE OF TEXAS           §  
  §  
COUNTY OF MONGOMERY       §

BEFORE ME, the undersigned authority, on this day personally appeared  
KENNETH YAW, who, being by me first duly sworn, states on oath the following:

“My name is KENNETH B. YAW, I am over twenty-one (21) years of age, of sound mind, capable of making this affidavit authorized to make the affidavit, and personally acquainted with the facts herein state:

“I am President of EMERALD LAKES PROPERTY OWNERS ASSOCIATION. Pursuant to Section 202.006 of the Texas Property Code, the following documents are copies of the original official documents from the Association’s files:

1. Architectural Control Guidelines and Regulations for Emerald Lakes Property Owners Association

DATED this 12<sup>TH</sup> day of AUGUST, 2014.

EMERALD LAKES PROPERTY OWNERS ASSOCIATION

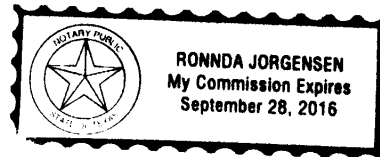
BY: *Kenneth Yaw*  
President

SUBSCRIBED AND SWORN TO BEFORE ME by the said KENNETH YAW.  
on this the 12 day of AUGUST, 2014.

*Ronnda Jorgensen*  
NOTARY PUBLIC IN AND FOR  
THE STATE OF TEXAS


After recording return to:

Stanley & Payne Property Executives llc  
2251 N. Loop 336 W. Suite C  
Conroe, Texas 77304



**FILED FOR RECORD**

08/12/2014 2:56PM



COUNTY CLERK  
MONTGOMERY COUNTY, TEXAS

STATE OF TEXAS  
COUNTY OF MONTGOMERY

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

**08/12/2014**



County Clerk  
Montgomery County, Texas

ADDITIONAL DEDICATORY INSTRUMENTS  
For  
EMERALD LAKES PROPERTY OWNERS ASSOCIATION

PI145-2014105386-5

THE STATE OF TEXAS            §  
  §  
COUNTY OF MONTGOMERY       §

BEFORE ME, the undersigned authority, on this day personally appeared

KENNETH YAW, who, being by me first duly sworn, states on oath the following:

“My name is KENNETH B. YAW, I am over twenty-one (21) years of age, of sound mind, capable of making this affidavit, authorized to make the affidavit, and personally acquainted with the facts herein state:

I am President of EMERALD LAKES PROPERTY OWNERS ASSOCIATION. Pursuant to Section 202.006 of the Texas Property Code, the following documents are copies of the original official documents from the Association’s files:

- 1. Satellite Dish and Antennae Policy of Emerald Lakes Property Owners Association”

DATED this 13 day of OCTOBER, 2014.

EMERALD LAKES PROPERTY OWNERS ASSOCIATION

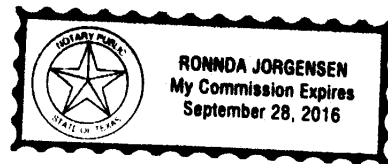
BY: *Kenneth B. Yaw*  
President

SUBSCRIBED AND SWORN TO BEFORE ME by the said KENNETH YAW,  
on this the 13 day of OCTOBER, 2014.

*Ronnda Jorgensen*  
NOTARY PUBLIC IN AND FOR THE  
STATE OF TEXAS

After recording return to:

Stanley & Payne Property Executives, LLC  
2251 N. Loop 336W, Suite C  
Conroe, TX 77304



**SATELLITE DISH AND ANTENNAE POLICY OF  
EMERALD LAKES PROPERTY OWNERS ASSOCIATION**

**WHEREAS**, the property affected by this Satellite Dish and Antennae Policy is subject to certain dedications, covenants and restrictions (the "Declaration") set out in instruments recorded in the Official Public Records of Real Property at Montgomery County, Texas, as follows:

- Declaration of Covenants, Conditions and Restrictions for Emerald Lakes, Section One, of record in the Official Public Records of Real Property of Montgomery County, Texas, under Clerk's File No. 2007-036741; and
- Declaration of Covenants, Conditions and Restrictions for Emerald Lakes, Section Two, of record in the Official Public Records of Real Property of Montgomery County, Texas, under Clerk's File No. 2007-129162; and
- Declaration of Covenants, Conditions and Restrictions for Emerald Lakes, Section Two, as amended by instrument of record in the Official Public Records of Real Property of Montgomery County, Texas, under Clerk's File No. 2010-072404; and
- Declaration of Covenants, Conditions and Restrictions for Emerald Lakes, Section Three, of record in the Official Public Records of Real Property of Montgomery County, Texas, under Clerk's File No. 2009-0093631; and

**WHEREAS**, pursuant to the authority vested in Emerald Lakes Property Owners Association (the "Association") in the Declaration and as required by the TEXAS PROPERTY CODE, the Board of Directors of the Association (the "Board") hereby promulgates the following Satellite Dish and Antennae Policy.

**NOW, THEREFORE, BE IT RESOLVED** that the following policies and procedures shall govern the installation of satellite dish and high definition antennae:

- A. Owners, prior to installation of a satellite dish, must request approval from the Association's Architectural Review Committee ("ARC"), as defined in the Declaration, prior to the installation of a satellite dish.
- B. The ARC shall review the request and approve or deny the Owner's application, through the managing agent, within thirty (30) business days of its submittal. The submittal shall be made in accordance with the Declaration, as well as the Emerald Lakes POA Architectural Review Committee Building Approval and Construction Requirements, where applicable.
- C. If the application is approved, the managing agent shall inform the Owner of the approval, subject to the following conditions:

1. Owner has thirty (30) days to complete the installation as approved, and thereafter, the approval shall be deemed void, and it shall be necessary for the Owner to re-apply;
  2. the satellite dish shall be installed by a professional installer;
  3. wiring must be installed in a way that is least noticeable to the public; and
  4. the satellite dish installer is to ensure that the integrity of the roof stays intact.
- D. No satellite dish of more than one (1) meter (39.37 inches) in diameter is allowed in the Emerald Lakes Subdivision.
- E. A satellite dish of one (1) meter (39.37 inches) or less in diameter is permitted, provided it complies with the following specifications:
1. An antenna or satellite dish must be located on the Lot where it is not visible from any street, common area or other Lot to the extent feasible. If it is impossible to receive signals from an area that is not visible, the receiving device may be located where it is visible in a location approved by the ARC. The ARC may require as much screening of the receiving device as is possible without interfering with the reception of the signal. An antenna or satellite dish, including its base and anchoring structure, shall not extend above the center ridge of the roof line of the residence located on the Lot. An antenna or satellite dish must be securely mounted to a base, so as to be able to withstand the effect of high winds or other extraordinary weather conditions; however, no guy wires or similar mounting apparatus will be allowed.
  - b. No advertising slogans, logos, banner, signs or any other printing or illustration whatsoever shall be permitted upon or be attached to an antenna or satellite dish. All antennas and satellite dishes must be brown or gray in color, or painted to match the roof on the Lot.
- F. No more than one (1) antenna or satellite dish shall be allowed per receiver device.
- G. Internet only mast mounted antennae are permitted so long as they located on the rear of the residence located on a Lot, and so long as every effort is made to minimize the visibility of the antennae. Such internet only antennae shall be no larger than 12" and the mast of the antennae shall be painted the same color as the roof of the residence on the Lot.
- H. No satellite dishes, or other apparatus for the reception of television, radio, satellite or other signals of any kind shall be placed, allowed, or maintained upon any portion of the Owner's Lot which does not comply with the requirements set out herein and in the Declaration,

unless it is impossible to receive signals from said location. In that event, the satellite dish or receiving device may be placed in an alternate location as approved by the ARC . The ARC may require as much screening as possible while not substantially interfering with reception. The Association, by promulgating this policy, is not attempting to violate the Telecommunications Act of 1996 ("the Act"), as same may be amended from time to time. This policy shall be interpreted to be as restrictive as possible while not violating the Act.

- I. Owner shall notify the managing agent upon completion of the installation. The managing agent will promptly request a final inspection by the ARC, or the Board of Directors of the Association.

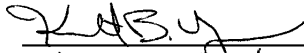
This Policy is effective upon recordation in the Public Records of Montgomery County, Texas, and supersedes any policy regarding satellite dish and high definition antennae which may have previously been in effect. Except as affected by the TEXAS PROPERTY CODE and/or by this Policy, all other provisions contained in the Declarations or any other dedicatory instruments of the Association shall remain in full force and effect.

This is to certify that the foregoing Satellite Dish and Antennae Policy was adopted by the Board of Directors, effective as of the date specified herein, until such date as it may be modified, rescinded or revoked.

The Board of Directors hereby approves and authorizes the above Policy.

Signed this 13 day of OCTOBER, 2014.

**EMERALD LAKES PROPERTY OWNERS  
ASSOCIATION**

By:   
Name: KENNETH B. YAW  
Title: President



**FILED FOR RECORD**

10/30/2014 10:44AM

*Mark Turnbull*

COUNTY CLERK  
MONTGOMERY COUNTY, TEXAS

STATE OF TEXAS  
COUNTY OF MONTGOMERY

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

**10/30/2014**



*Mark Turnbull*

County Clerk  
Montgomery County, Texas



**EMERALD LAKES PROPERTY OWNERS ASSOCIATION**  
**EMERALD LAKE - 2014 FISHING RULES AND POLICY**

**WHEREAS**, the property affected by this Emerald Lake - 2014 Fishing Rules and Policy is subject to certain dedications, covenants and restrictions (the "Declaration") set out in instruments recorded in the Official Public Records of Real Property at Montgomery County, Texas, as follows:

- Declaration of Covenants, Conditions and Restrictions for Emerald Lakes, Section One, of record in the Official Public Records of Real Property of Montgomery County, Texas, under Clerk's File No. 2007-036741; and
- Declaration of Covenants, Conditions and Restrictions for Emerald Lakes, Section Two, of record in the Official Public Records of Real Property of Montgomery County, Texas, under Clerk's File No. 2007-129162; and
- Declaration of Covenants, Conditions and Restrictions for Emerald Lakes, Section Two, as amended by instrument of record in the Official Public Records of Real Property of Montgomery County, Texas, under Clerk's File No. 2010-072404; and
- Declaration of Covenants, Conditions and Restrictions for Emerald Lakes, Section Three, of record in the Official Public Records of Real Property of Montgomery County, Texas, under Clerk's File No. 2009-0093631; and

**WHEREAS**, pursuant to the authority vested in Emerald Lakes Property Owners Association (the "Association") in the Declaration and as required by the TEXAS PROPERTY CODE, the Board of Directors of the Association (the "Board") hereby promulgates the following Emerald Lake - 2014 Fishing Rules and Policy.

**NOW, THEREFORE, BE IT RESOLVED** that the following policy shall set forth the policies and rules for fishing in Emerald Lake (the "Lake").

**A. EMERALD LAKES FISHING RULES**

Rod or pole fishing only is allowed in Emerald Lake. The following fishing devices are strictly prohibited in Emerald Lake:

1. Trotlines, jug lines, limb lines, or other similar static lines,
2. Nets of any kind,
3. Stun devices,

4. Pens or fences,
5. Bows or spears, and
6. Multiple-hook jigs.

All fishing is catch and release except as provided hereinbelow.

**B. REMOVAL OF SLOT BASS TEMPORARILY ALLOWED AND ENCOURAGED**

The recent treatment of the coontail weeds has virtually cleared the Lake of massive amounts of vegetation that formerly served as habitat for the forage/bait fish. With this in mind, and until further fisheries management strategies can be formulated, the following rules will be employed at Emerald Lake:

1. Until further notice, remove the 8" - 13" bass from the Lake. Use a ruler and gently lay the fish down when measuring these fish. Do not take fish over 13" out of the Lake right now. These smaller bass will devastate the forage fish population in the Lake.
2. *KB* Keep a record of the total number of these fish removed from the Lake, and report to MANAGEMENT the total number of fish removed. This is important for our fish management.
3. Other than the aforementioned bass sizes, all other bass should be catch and release for right now.

**C. CATCH AND RELEASE POLICY**

In general, exercise the best catch and release practices that you are aware of, and incorporate these very helpful tips listed below that maximize the survival of largemouth bass when caught and released.

1. Bend the bards down on your fishing lures or fish with barbless lures. You will catch just as many fish with these baits.
2. DO NOT fish with lures that have 3 treble hooks. If you have to do this, take some long nose pliers and bend the hook shanks on the very first hook at the front all the way to the shank so this hook cannot hook the fish. Baits with 3 hooks hook the fish up too much and it takes too long to get them unhooked and many fish die from delayed mortality as a result of this.
3. By all means, bend the bard down on your worm hooks, because many bass swallow worm hooks deep. When a worm hook is swallowed deep by a bass DO NOT try and remove this hook. This practice kills lots of bass!!! Simply strip the worm off the

hook gently and leave the hook in the bass. The bass will form a foreign body mass around the hook and get it out themselves and the bass is likely NOT to die. You can easily kill the bass by trying to work the hook out. The bass may appear ok, but many times will die over a two week period.

4. Be very careful how long you keep the fish out of the water. Using the wrong type of hooks and baits may cause the angler to keep the fish out of the water much longer than is needed, so go the extra mile to utilize barbless tackle to insure ease of hook removal.
5. When landing the bass, bring the bass up to the boat or bank, reaching down to grab the bass by the lower lip, "lipping the bass", and lift the bass up from the water with a firm grip. Then you can usually remove the hook much more easily. DO NOT grab or handle the bass all over the body with your hands. This removes the protective body slime and subjects the bass to bacterial and fungal infections.
6. If you desire to photograph the bass, either (1) hold the bass vertically by the lower lip, avoiding "cocking" of the jaw, because this can break the jaw of the bass, especially if it is a large one; or (2) hold the bass by the lip with one hand, and with your other hand (held vertically) support the body for a horizontal shot. The main thing is totally avoid grabbing or over handling the bass. Do not lay bass down in the bottom of a boat, on a dock, or in the grass, as this rubs off too much of the protective slime from the fish's body.
7. If you are weighing bass, use a good pair of scales that do not have to puncture the lower lip in order to weigh the fish. These scales can be purchased at a location such as Bass Pro Shop or Academy. Do not take extended periods to weigh a fish. Keeping a bass out of the water more than 10 - 15 seconds begins to add to the possibility of delayed mortality for the bass, even though the bass is released.

**D. HARVEST OF OTHER SPECIES**

1. Do not remove Bluegill less than 6" from the Lake. These are needed for forage and forage production in the Lake. Bluegill over 6" in length can be harvested.
2. Harvest any catfish of any size you catch from the Lake
3. Harvest any crappie of any size you catch from the Lake. Crappie compete with bass for forage fish.
4. Remove any trash fish species you catch from the Lake and dispose of those. Trash fish include gar, common carp, green sunfish, and bullhead catfish.

5. If you catch a grass carp, DO NOT remove it from the Lake. Release it back into the Lake.

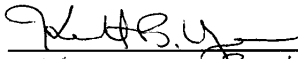
These policies and rules are effective upon recordation in the Public Records of Montgomery County, Texas, and supersede any policies and rules which may have previously been in effect. Except as affected by the TEXAS PROPERTY CODE and/or by this policy, all other provisions contained in the Declarations or any other dedicatory instruments of the Association shall remain in full force and effect.

This is to certify that the foregoing policy was adopted by the Board of Directors, effective as of the date hereof, until such date as it may be modified, rescinded or revoked.

The Board of Directors hereby approves and authorizes the above policy.

Signed this 13 day of OCTOBER, 2014.

**EMERALD LAKES PROPERTY OWNERS ASSOCIATION**

By:   
KENNETH B. YAW, President

**FILED FOR RECORD**

10/30/2014 10:44AM

*Mark Tumbull*

COUNTY CLERK  
MONTGOMERY COUNTY, TEXAS

STATE OF TEXAS  
COUNTY OF MONTGOMERY

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

**10/30/2014**



*Mark Tumbull*

County Clerk  
Montgomery County, Texas



ADDITIONAL DEDICATORY INSTRUMENTS  
For  
EMERALD LAKES PROEPRTY OWNERS ASSOCIATION

12

THE STATE OF TEXAS           §  
  §  
COUNTY OF MONGOMERY       §

BEFORE ME, the undersigned authority, on this day personally appeared  
KENNETH B. YAW, who, being by me first duly sworn, states on oath the following:

“My name is KENNETH B. YAW, I am over twenty-one (21) years of age, of sound mind, capable of making this affidavit authorized to make the affidavit, and personally acquainted with the facts herein state:

“I am President of the Emerald Lakes Property Owners Association Pursuant to Section 202.006 of the Texas Property Code, the following documents are copies of the original official documents from the Association’s files:

- 1. Building Approval and Construction Requirements for Emerald Lakes Property Owners Association

DATED this 9<sup>th</sup> day of April, 2015.

EMERALD LAKES PROPERTY OWNERS ASSOCIATION

BY: K B Y  
President

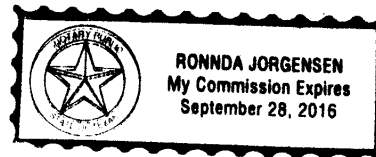
SUBSCRIBED AND SWORN TO BEOFRE ME by the said KENNETH B. YAW - PRESIDENT  
on this the 9<sup>th</sup> day of APRIL, 2015.

Ronnda Jorgensen

NOTARY PUBLIC IN AND FOR  
THE STATE OF TEXAS

After recording return to:

Stanley & Payne Property Executives llc  
2251 N. Loop 336 W. Suite C  
Conroe, Texas 77304





# *Emerald Lakes*

*Property Owners Association*

Please complete the attached application in full and provide all listed documentation. Incomplete applications will not be submitted for review.

Please issue two (2) separate checks, \$650 for ARC review fee (non-refundable) and \$1000 for compliance deposit (refundable) made payable to Emerald Lakes

**Before onsite prep of lot the ARC request a meeting with the Builder and Owner to ensure construction meets and complies with the ARC guidelines and DCCR's.**

2251 N Loop 336 W. Ste. C.  
Conroe, TX. 77304  
936.521.6900 o 936.521.6901 f  
[eleece@sppellc.com](mailto:eleece@sppellc.com)

**BUILDING APPROVAL AND CONSTRUCTION REQUIREMENTS**

Effective Date: January 1, 2014

**SECTION I – PREFACE**

The Architectural Review Committee (ARC) was established in part to oversee all new architecture and building construction including new additions and alterations to structures in Emerald Lakes. The ARC follows the same guidelines as set forth in the **Declaration of Covenants, Conditions and Restrictions for Emerald Lakes, Sections One, Two, and Three (Covenants)** to which each property owner is bound and to the **Architectural Controls Guidelines and Regulations of Emerald Lakes Property Owners Association (Guidelines)**. The Covenants empower the ARC as the sole approver of building construction and other property improvements for the Emerald Lakes Property Owners Association. **In addition, Property Owners and Builders must comply with all applicable State and County Regulations.** Decisions by the ARC may be appealed to the Emerald Lakes Board of Directors (ELBOD).

The goal of the ARC is to protect the values of the properties in Emerald Lakes through the construction and maintenance of homes of good architectural design, quality and proper size in accordance with the Covenants and Guidelines.

The purpose of this document is to set out the expectations and construction rules of the ARC for Property Owners and Builders. The Covenants and the Guidelines are the governing documents; any discrepancies or disputes created by this document should be referred back to the Covenants and/or Guidelines. This document may be revised by the ELBOD at a future date as deemed necessary by the ARC and ELBOD.

The Board of Emerald Lakes Property Owners Association adopted the Emerald Lakes ARC Building Approval and Construction Requirements on September 10, 2013 in order to achieve proper adherence to the Covenants and Guidelines.

**VIOLATION of REQUIREMENTS**

The property owner of record is ultimately responsible for compliance with the Covenants and the Guidelines. The property owner shall be responsible for the actions of their contractors, sub-contractors and any and all employees thereof.

**Upon failure of the Owner to comply with any of the provisions stated within the Covenants, Guidelines or these Requirements; the ARC has the authority to assess penalty fines to the Owner and/or STOP construction until the violation has been rectified. All assessed penalty fines are non-refundable.** Notice of non-compliance will be conveyed to the Owner by email or letter via first class US Mail. Additionally a **RED TAG/STOP WORK ORDER** may be issued and posted at the site. In such case, any expenditure incurred by the ARC for professional consultation or services, including legal fees and court costs if required, can be assessed by a court to the Owner.

## **SECTION II – REQUEST for DESIGN APPROVAL**

Absolutely NO construction or modification shall commence on a lot in Emerald Lakes until the ARC has approved in writing the completed application form. Architectural Approval Request and Emerald Lakes Building Application Forms shall be submitted for the following, but not limited to: Residence, Garage, Guest House, Fence, Deck, Storage Building, Pool, Pond, Landscaping and other forms of construction to the property.

### **FOR BUILDINGS, COMPLETED APPLICATION MUST INCLUDE**

- 1) Completed and signed Approval Request and Building Application
- 2) Two (2) sets of Plans professionally drawn to include all of the following
  - a) Floor Plan with dimensions
  - b) Foundation plans, stamped, signed and dated by a licensed, registered professional engineer
  - c) Living square footage and total square footage
  - d) All exterior elevations which must show exterior material used (>51% masonry)
  - e) Site/Plot plan prepared by a professional engineer, architect, builder or surveyor which clearly illustrates the following:
    - i) Position of residence on Lot
    - ii) Location of garage, driveway, fence, sidewalk, pool, pond, etc.
    - iii) Building front, rear, and side setback lines and easements
  - f) Clearly PRINTED name and LEGAL DESCRIPTION on plans
- 3) Paint color samples for residence and trim, fence, deck, etc.
- 4) Roof material sample/manufactures literature (color brochure) and specifications
- 5) **PLAN REVIEW FEE:** Separate check or money order from the Property Owner payable to Emerald Lakes POA as follows:
  - a) \$650.00 for a main residence (\$150.00 for plan review fee plus \$500.00 for normal road wear and tear allowance). This is a **Non-Refundable** plan review fee. However, the road wear allowance included in the residence plan review fee is refundable if no construction is initiated.
  - b) \$75.00 for all other structures
- 6) **OWNER'S COMPLIANCE and CONSTRUCTION DEPOSIT (Deposit)-** A check or money order from the Owner or on the Owner's behalf for \$1,000.00 payable to Emerald Lakes POA. This is a construction and compliance deposit which is fully **Refundable** providing that the finished residence is deemed to be in substantial compliance with the restrictive covenants and the approved building plans, and there are no outstanding Penalty Fines due by the Owner or damage to Common Areas, Right of Ways, or other properties caused by the construction process of the Owner. The ARC reserves the right to apply all or part of the Deposit to offset any fines due or damages incurred. The Owner will receive a Deposit refund of any remaining balance as described in Section V. Refunds or portions thereof will be returned only to the Owner regardless of who may have submitted the Deposit on the Owner's behalf.
- 7) **NOTE: BEFORE STRUCTURAL FRAMING CAN COMMENCE,** the Owner must submit a foundation form survey report from a certified inspector stating the slab is within the building front, side, and rear setbacks as represented in the Emerald Lakes Building Application. Failure to do so will result in a work stoppage and fines.
- 8) **NOTE: Landscaping and Satellite Dish placement needs separate application and ARC approval.** The Covenants state Landscaping is required to be substantially complete prior to Occupancy of the Dwelling. Completion of Landscaping is a condition of a refund of the

Compliance & Construction Deposit (See Section V). Failure to complete landscaping within the 90-day refund period will result in forfeiture of the Deposit. The minimum landscaping required for Dwelling occupancy shall include installing grass on all dirt areas to the front and side of dwelling and flower beds along the front and side of the dwelling. Any outside equipment (Generators, A/C compressors, etc.) shall be adequately screened from view by landscaping. **Satellite dishes cannot be installed in view from the street.**

#### **FOR FENCES, LANDSCAPING, SPRINKLER SYSTEMS AND OTHER SIMILAR IMPROVEMENTS**

- 1) Typically no fee will be required, unless the ARC specifies a fee to offset costs required to review the application.
- 2) Include drawings, specifications, material samples or descriptions, color samples, plot plans, and other information as appropriate to convey the nature of the improvement and compliance with Covenants and Guidelines.
- 3) An Owner's **COMPLIANCE & CONSTRUCTION DEPOSIT** may be required or waived as deemed appropriate by the ARC.
- 4) Any individual installing an irrigation or sprinkler system must comply with Chapter 34 of the Texas Water Code and Title 30, Chapter 344 of the Texas Administrative Code. These requirements include that licensed personnel must install irrigation or sprinkler systems, unless the homeowner is installing the system. In all cases, **back flow prevention devices must be installed** with the system.

#### **REQUEST AND APPLICATION FORM SUBMITTAL**

Complete the attached Approval Request and Building Application, sign each and enclose checks for the application fee and deposit, if applicable, and submit them with plans PRIOR to any construction via one of the following methods:

- **Deliver or Mail to Stanley & Payne - 2251 N. Loop 336 W, Suite C Conroe, Texas 77354**
- **Submit plans via email to [eleece@sppellc.com](mailto:eleece@sppellc.com)**

#### **SECTION III - APPROVAL PROCESS**

##### **1. Submittal of Plans to ARC**

Submittal of plans pursuant to Section II is required thirty (30) days prior to the planned start date of project/construction. The ARC will use best efforts to approve applications as soon as possible.

##### **2. Plans Review**

The plans will be reviewed by the ARC for the following:

- Matters of compliance with the Covenants and Guidelines
- Compatibility of the plans with the country setting
- Location of the improvements with respect to topography and finished grade elevation
- Verification that a licensed, professional engineer has affixed their seal of approval on the foundation plans

Signatures of at least two (2) members of the ARC are required for approval of a submission. When the ARC review is complete, the applicant will be notified by mail or email of specific approval of a submission.

The ARC will in no way be responsible for reviewing plans to ensure quality of the proposed materials or design nor the feasibility or safety of the proposed plans.

### **DENIAL**

If the ARC denies plans and/or specifications, notice of denial, the reason and an itemization of elements will be communicated via phone, mail or email. Each element may be appealed to the ARC. If resolution cannot be reached with the ARC, the homeowner can further appeal to the Board.

### **APPROVAL ISSUED**

No excavation, pad development, tree removal, or any like alteration to a Lot is allowed without ARC approval.

### **SECTION IV-APPROVAL VAILIDITY**

1. All approvals are valid for one (1) year. Foundation installation must occur within three (3) months of approval date or the approval is voided and is no longer valid. All work must be completed within one (1) year from the date of approval.
2. Abandonment of a project shall be deemed to occur if either (a) Construction has started and there is no construction activity within a consecutive ninety (90) day period, or (b) the project has not been completed within one (1) year of approval. If the project is deemed abandoned, the ARC is authorized to enter the property and remove the incomplete structure. Any costs incurred in remedying the abandonment will be billed to the property owner.
3. Approvals are NON-TRANSEFERABLE.

### **SECTION V – CONSTRUCTION**

#### **1. Site Prep**

1. No excavation, pad development, tree removal, or any like alteration to a Lot is allowed without ARC approval.
2. Brush or debris piles must be properly disposed of within thirty (30) days. Building plans will NOT be approved until this is complete. Burning of trees, brush, trash, and/or building materials is prohibited and will be considered a violation.
3. Prior to any clearing or dirt work, silt barriers (screens) shall be installed in street right-of-way ditches near the downstream edge of Owner's property line, the number and construction to be sufficient to minimize silt from migrating offsite. Silt barriers shall also be installed along any part of Owner's property line(s) where water flows onto adjoining property(ies) or into lakes, ponds, or tributary creeks; the length, number, and construction to be sufficient to minimize silt from migrating offsite. Owner shall maintain the silt barriers and remove silt accumulation throughout construction and until vegetation is established adequately to stabilize soils, at which time silt barriers shall be removed.

#### **2. On Site Maintenance**

1. Unless prior ARC approval is given, a roll-off metal Dumpster (no surrounds) must be on site before construction starts.
2. The job site MUST BE KEPT CLEAN at all times

3. Burning of trees, brush, trash and/or building material is prohibited and will result in an **IMMEDIATE STOP WORK ORDER AND FINE.**
4. Culverts must be installed. Ditches must be free of dirt and debris.
5. Portable potty (Porta Can) must be provided at onset of construction and must be maintained.
6. Water may only be obtained from the water meter on the lot where the building application was approved. **\*\* Under no circumstances will an owner or builder use any water, sewer or electricity from any other property. NON-COMPLIANCE will result in an immediate STOP WORK ORDER!**

### CONSTRUCTION RULES

1. Construction may begin immediately upon receipt of the ARC written approval. Each project must be completed within twelve (12) months from the date of application approval.
2. Sanitary facilities; portable potty and roll off metal dumpster must be in place on job site at the time construction work is commenced and must be removed when construction is completed. Adequate controls should be maintained in order to prevent trash from blowing onto adjoining property including construction fencing and trash receptacles.
3. Prior to pouring the slab, **you must have a form survey.** The foundation must be located within the front, rear and side setback lines unless a variance was granted at the time of building application. Form surveys shall be submitted to ARC prior to structural framing. If a form survey is not submitted before framing, there will be an **IMMEDIATE STOP WORK ORDER ISSUED AND A FINE LEVIED ACCORDING TO THE EMERALD LAKES ARC FINE SCHEDULE.**
4. In accordance with the ARC Building Guidelines, all drives and walks must be paved as submitted in your plot plan and all landscaping completed prior to occupancy of the residence.
5. Construction Hours and Nuisance Control – Construction starting and ending times are as follows: Monday through Saturday from 7:00am and ending no later than 6:00pm, unless previously approved by ARC. Loud noises and machinery shall be avoided before 8:00am. **No construction is allowed on Sundays** or on the following holidays: Christmas Day, Thanksgiving Day and New Years Day. Owners/Builders should ensure that workers conversation, music, etc. are kept at a reasonable level. Workers shall not access Emerald Lakes outside of construction hours nor shall they access private properties, common areas or reserves including the clubhouse, pool, fishing areas, lakes or ponds.
6. No Equipment or Materials may be placed, stored or housed on lots adjoining the building site or on other lots owned in the Emerald Lakes subdivision, nor may roads be made through other lots to obtain ingress or egress to or from the building site, nor may vehicles be parked on adjoining lot without specific written permission from the owners of those lots. Approval to build is NOT approval to trespass on your neighbor's property.
7. Contractor Traffic and Parking – Contractors' vehicles and equipment should not be parked where normal traffic flow is impeded. Parking on the owner's property or side streets and cul-de-sacs are preferred to parking on main roads. The property owner is responsible for any damage to roads, right-of-ways, common areas, and other community property that result from contractor parking, traffic or operation of equipment.
8. Builder Signs- only one builder sign is allowed during construction. All signs must be removed at completion of construction.
9. Equipment such as bulldozer, bobcats, etc. may not be unloaded, loaded or operated on any roadway.

### Completion of Construction

**Completion of Construction**

When construction is complete and the Owner is ready to apply for the Construction & Compliance Deposit Refund, please first check the following items:

1. You must have completed all construction (including driveways and other flatwork) in compliance with the Covenants, Guidelines and these Requirements and approved building plans.
2. Your construction area must be cleaned and free of brush piles, concrete washout, and construction and other debris.
3. Dirt areas in the front yard and side yards must be at a minimum raked level and sod or grass seed installed.
4. Landscaping should be substantially completed to ARC approved plans.
5. Permanent utility (water, electric) hook ups must be connected, the temporary power pole and builder signs removed and septic system completed.
6. All outstanding fees or fines must be paid, including annual and special assessments.
7. Any damage to common areas, right of ways, roads and community property must be repaired.


**Complete the Compliance Deposit Refund Form and mail or deliver to:**


**Stanley & Payne Property Executives LLC 2251 N Loop 336 W, Ste C Conroe, Texas 77304  
Attn: Eleece Zagone**

Alternatively, the form can be emailed to [eleece@sppellc.com](mailto:eleece@sppellc.com) or faxed (936) 521-6901.

Upon receipt of the application for refund, the ARC will inspect the site to ensure that all requirements are met. Files will be reviewed to ensure that no **fees, late charges, assessments or fines are owed. If terms of these Requirements are not met or a request has not been received within ninety (90) days of completion of construction, the Construction & Compliance Deposit will be forfeited by the Owner. ARC will transfer the deposit to the Emerald Lakes POA general funds.**

**APPROVED:**

  
\_\_\_\_\_  
**Kenneth B. Yaw, President**

  
\_\_\_\_\_  
**William O. Roderick, ARC Chairperson**

3-20-2015  
\_\_\_\_\_  
**Date**

3-13-15  
\_\_\_\_\_  
**Date**

**EMERALD LAKES  
ARCHITECTURAL APPROVAL REQUEST**

Date: _____	Property Description (S/B/L): _____
	Property Address: _____
Owner: _____	Builder: _____
Phone Number: _____	Phone Number: _____
Email: _____	Email: _____
Mailing Address: _____	Mailing Address: _____

To: Emerald Lakes Architectural Committee

I, \_\_\_\_\_, am requesting architectural approval to construct the improvements described in the attached plans and have demonstrated a desire to comply with the deed restrictions and architectural standards of Emerald Lakes. By signing this letter and by paying the required fees and construction deposit, I agree to comply with the deed restrictions contained in the Emerald Lakes Covenants, Conditions and Restrictions and with any other applicable dedicatory instruments.

It is understood that the attached slab drawing is submitted with the seal and approval of a licensed, registered, professional engineer. It is further understood that when the attached plans are reviewed by the Emerald Lakes Property Owners Association (POA) and/or Architectural Review Committee (ARC), such POA and/or ARC shall solely be reviewing to verify that engineer has designed the foundation plans and that the plans contain an engineered slab based upon a soil study done on the lot which the improvement is to be constructed, that the plans are compatible with the "County Setting", and that the proposed location with respect to topography and finished grade elevation is satisfactory; the POA or ARC shall not be reviewing the ensure the quality, feasibility or safety of design.

It is understood that if architectural approval is denied for any reason, including submittal of incomplete plans, I will be required to resubmit such plans and an additional fee before approval may be granted. I further understand that approval upon re-submittal will not be automatic; all resubmitted plans will be approved or denied on the same basis as the plans initially submitted.

I understand that the POA and the ARC strongly suggest that periodic inspections be performed. I understand that neither the POA nor the ARC will be responsible for obtaining any inspections of my property or improvements. Such inspection services should be retained by me and should be performed by a real estate inspector or professional inspector licensed under Article 657a, Section 23 of the Texas Real Estate License Act, as may be amended from time to time, OR by a licensed, registered and professional engineer. The selection of such inspector or inspectors shall be left to my absolute and sole discretion.



I do understand that neither the POA nor the ARC nor any other Emerald Lakes entity shall be responsible in any way neither for any inspection(s) nor for any damage whatsoever that may stem from such inspections either not being performed, being performed improperly or negligently.

In the event that an item of construction does not satisfy the requirements of the applicable deed restriction, repair, replacement and/or augmentation of the item will be performed until said item does satisfy the requirements of Emerald Lakes. Continued non-compliance and/or refusal to rectify a deficient item of construction will terminate any approval granted to me. Revocation of a granted approval and all other action concerning construction is subject to the review of the ARC and the final authority of the Board of Directors of the POA.

By requesting approval, it is understood that I bind to pay the maintenance fees as they become due and that all sums due will be paid before a Notice of Completion is submitted.

I understand that within fifteen (15) days of completion of any approved construction, I or my builder must submit a Notice of Completion, along with any other requested information. I further understand that failure to submit this form may result in an extension of the time allowed to the ARC and the POA to notify Owner of any non-compliance and that if the form is never submitted, the ARC and POA may have an indefinite period to remedy or notify Owner of such non-compliance is allowed under the Declaration.

Submittal of a Notice of Completion does not release the Builder from any liability normally associated with construction and does not limit in any way the implied or actual warranties or liabilities to which the Builder is normally subject.

Submitted by:

\_\_\_\_\_  
Emerald Lakes Property Owner

\_\_\_\_\_  
Date

## EMERALD LAKES BUILDING APPLICATION

Property Owner's Name:	Builder Company Name:
Mailing Address:	Builder Mailing Address:
Cell Number:	Contact Person:
Home Number:	Phone Number:
Legal Address: SEC ___ BLK ___ LOT ___	Type of Plans submitted: <b>ARC Review Fee Required</b> <input type="checkbox"/> Residence <input type="checkbox"/> Guest House <input type="checkbox"/> Garage <input type="checkbox"/> Barn
Property Address:	
Notes:	Type of Plans submitted: <b>No Fee</b> <input type="checkbox"/> Fence <input type="checkbox"/> Storage <input type="checkbox"/> Other <input type="checkbox"/> Deck <input type="checkbox"/> Pool <input type="checkbox"/> Landscaping
Planned Start Date: / /	Estimated Completion Date: / /

### Acknowledgements

I have read and agree to the Emerald Lakes Covenants and ARC Building Approval and Construction Requirements. My failure to abide by these could result in penalties and fines. <b>Signed by Property Owner:</b> _____ Date _____  A non Refundable Review is due and payable at the time of submission. \$650.00 for residence, \$75.00 for other. See Section 2, #5 of the Building Guidelines.  Check # _____ (NO CASH)	I have read and agree to the Emerald Lakes Covenants and ARC Building Approval and Construction Requirements. <b>Signed by Builder:</b> _____ Date _____  A \$1,000.00 Construction & Compliance Deposit from the Owner is Due at the time of submission. Deposit will be refunded less any Outstanding fines or damages when construction is completed. See Section 2, #6 of the Building Guidelines.  Check # _____ (NO CASH)
--	---

### THE SECTION BELOW IS FOR OFFICE/ARC USE ONLY

<b>Reviewed by ARC:</b> All Fees and Fines Current? _____  Site Plan/Survey: _____ Foundation Certified: _____  Date Submitted to ARC: _____  Approved <input type="checkbox"/> Declined <input type="checkbox"/> ARC Signature: _____  Approved <input type="checkbox"/> Declined <input type="checkbox"/> ARC Signature: _____  Approved <input type="checkbox"/> Declined <input type="checkbox"/> ARC Signature: _____  Comments: _____ _____ _____	Building Setbacks: _____ Square Footage: _____ Elevations/Masonry: _____ Materials/Paint Color: _____
--	--

Construction checklist – to be verified by POA staff or ARC Committee members only			
Form Survey	<input type="checkbox"/>	Metal roll-off Trash Dumpster	<input type="checkbox"/>
Water Meter	<input type="checkbox"/>	Culvert Installed	<input type="checkbox"/>
Brush Piles Removed	<input type="checkbox"/>	Porta Potty	<input type="checkbox"/>
		Electric Pole	<input type="checkbox"/>

\*\*\*\*\*

**Print and Complete the form below**

\*\*\*\*\*

**Emerald Lakes POA – Construction & Compliance Deposit Refund Request**

Mark (x) in the appropriate space:

Dear Sir/Madame:

- ( ) I am the Owner of the property
- ( ) I have completed construction and cleaned the area
- ( ) I have verified that there appears to be no damage to common areas, roads or right of ways associated with my construction.
- ( ) I have completed landscaping as approved by the ARC.
- ( ) My satellite dish/antennae are not visible from the street.
- ( ) I am requesting my deposit be refunded.

Refund to be mailed to (must be Owner):

Name: \_\_\_\_\_

Address: \_\_\_\_\_

City: \_\_\_\_\_ State: \_\_\_\_\_ Zip: \_\_\_\_\_

Phone: \_\_\_\_\_ Cell: \_\_\_\_\_

Location of completed construction (if different than above)

Section \_\_\_\_\_ Block \_\_\_\_\_ Lot \_\_\_\_\_

Date of Completion \_\_\_\_\_

Original Check # \_\_\_\_\_ Date: \_\_\_\_\_ Amount \$ \_\_\_\_\_

\_\_\_\_\_  
Signature

Mail Completed form to: **Emerald Lakes POA ARC**  
**2251 N. Loop 336 W. Ste C**  
**Conroe, Texas 77304**

Inspection Date: \_\_\_\_\_ ARC Representative: \_\_\_\_\_

**FILED FOR RECORD**

04/21/2015 2:09PM



COUNTY CLERK  
MONTGOMERY COUNTY, TEXAS

STATE OF TEXAS  
COUNTY OF MONTGOMERY

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

**04/21/2015**



County Clerk  
Montgomery County, Texas



ADDITIONAL DEDICATORY INSTRUMENT

For

EMERALD LAKES PROPERTY OWNERS ASSOCIATION, INC.

THE STATE OF TEXAS           §  
  §  
COUNTY OF HARRIS           §

BEFORE ME, the undersigned authority, on this day personally appeared Christopher J. Archambault who, being by me first duly sworn, states on oath the following:

My name is Christopher J. Archambault I am over twenty-one (21) years of age, of sound mind, capable of making this affidavit, authorized to make this affidavit, and personally acquainted with the facts herein stated:

I am the Attorney/Agent for **EMERALD LAKES PROPERTY OWNERS ASSOCIATION, INC.** Pursuant with Section 202.006 of the Texas Property Code, the following documents are copies of the original official documents from the Association's files:

- 1. **RESOLUTION REGARDING REGULATION OF STANDBY GENERATORS**

OF

**EMERALD LAKES PROPERTY OWNERS ASSOCIATION, INC.  
A TEXAS NON-PROFIT CORPORATION**

DATED this 8 day of DECEMBER, 2015.

**EMERALD LAKES PROPERTY OWNERS ASSOCIATION, INC.**

BY: [Signature]  
Christopher J. Archambault, Attorney/Agent

THIS INSTRUMENT was **acknowledged** before me on this the 8 day of DECEMBER, 2015 by the said Christopher J. Archambault, Attorney/Agent for **Emerald Lakes Property Owners Association, Inc.**, a Texas non-profit corporation, on behalf of said corporation.



[Signature]  
NOTARY PUBLIC IN AND FOR  
THE STATE OF TEXAS

After Recording Return To:  
Daughtry & Jordan, P.C.-LK  
17044 El Camino Real  
Houston, Texas 77058

**EMERALD LAKES PROPERTY OWNERS ASSOCIATION, INC.**

**RESOLUTION REGARDING REGULATION  
OF STANDBY ELECTRIC GENERATORS**

WHEREAS, Emerald Lakes Property Owners Association, Inc. (the "Association") is the governing body operating under the terms contained in the Association's Declarations of Covenants, Conditions, and Restrictions, filed of record under Montgomery County Clerk's File No. 2007-036741, along with any amendments, supplements, or replats, etc., thereto; and

WHEREAS, Chapter 202 of the Texas Property Code was recently amended to add Section 202.019, which requires the Association to allow standby electric generators and authorizes the Association to regulate such items; and

WHEREAS, this Board of Directors of the Association desires to regulate standby electric generators by establishing regulations and guidelines relating to such items in compliance with Chapter 202 of the Texas Property code pursuant to the authority granted to the Board of Directors by the provisions of the Declaration; and

WHEREAS, this Dedicatory Instrument consists of Restrictive Covenants as defined by Texas Property Code Section 202.001, et. seq., and the Association may exercise discretionary authority with respect to these Restrictive Covenants; and

WHEREAS, to the extent the regulations contained herein conflict with any previously existing Rules, Regulations or Architectural Guidelines of Emerald Lakes Property Owners Association, Inc., the regulations contained herein control;

NOW, THEREFORE, pursuant to the foregoing and as evidenced by the Certification hereto, the Association hereby adopts the following regulations:

**Standby Electric Generators ("SEG") are permitted to the extent required by Section 202.019 of the Texas Property Code, subject to the following regulations, which shall be reasonably applied and enforced:**

- 1) The owner shall first apply to and received written approval from the Association prior to installation of any SEG permitted by 202.019 that will be located outside of the main residential structure on the Property, in the same manner as all other submissions for approval or improvements to property.**
- 2) The SEG must be installed and maintained in compliance with the manufacturer's specifications and applicable governmental health, safety, electrical and building codes.**
- 3) All electrical, plumbing, and fuel line connections for the SEG shall be installed only by licensed contractors and all electrical connections must be installed in**

accordance with applicable governmental health, safety, electrical and building codes.

- 4) All natural gas, diesel fuel, biodiesel fuel, or hydrogen fuel line connections for the SEG shall be installed in accordance with applicable governmental health, safety, electrical and building codes.
- 5) All liquid petroleum gas fuel line connections shall be installed in accordance with rules and standards promulgated and adopted by the Railroad Commission of Texas and other applicable governmental health, safety, electrical and building codes.
- 6) All nonintegral standby electric generator fuel tanks for SEG shall be installed and maintained to comply with applicable municipal zoning ordinances and governmental health, safety, electrical, and building codes.
- 7) The SEG and its electrical and fuel lines shall be maintained in good condition.
- 8) If a component of an SEG, including electrical or fuel lines, is deteriorated or unsafe, then that component shall be repaired, replaced or removed as appropriate.
- 9) The SEG shall be screened in accordance with plans submitted to and approved by the Association, if it is:
  - a. Visible from the street faced by the dwelling,
  - b. Located in an unfenced side or rear yard of a residence and is visible either from an adjoining residence or from adjoining property owned by the property owners' association, or
  - c. Located in a side or rear yard fenced by a wrought iron or residential aluminum fence and is visible through the fence either from an adjoining residence or from adjoining property owned by the property owners association.
- 10) The SEG shall be periodically tested in accordance with the manufacturer recommendations.
- 11) The SEG shall not be used to generate all or substantially all of the electrical power to the residence, except when utility-generated electrical power to the residence is not available or is intermittent due to causes other than nonpayment for utility service to the residence.
- 12) The SEG shall be located in a location submitted to and approved by the Association.

13) The SEG shall not be located on property owned or maintained by the property owners association or owned in common by the property owners association.

14) The location required by the Association for a SEB may not increase the cost of installing the SEG by more than 10% or increase the cost of installing and connecting the electrical and fuel lines for the SEG by more than 20%.

**CERTIFICATION**

"I, the undersigned, being the President of Emerald Lakes Property Owners Association, Inc., hereby certify that the foregoing Resolution was adopted by at least a majority of the Association's Board of Directors."

By: K B Y, President

Print name: KENNETH B. YAW

**ACKNOWLEDGEMENT**

STATE OF TEXAS

COUNTY OF MONTGOMERY

BEFORE ME, the undersigned authority, on this day personally appeared Kenneth B Yaw, President of the Association, and known by me to be the person whose name is subscribed to the foregoing document and, being by me first duly sworn, declared that he is the person whose name is subscribed to the foregoing document and, being by me first duly sworn, declared that he is the person who signed the foregoing document in his representative capacity, and that the statements contained therein are true and correct.

Given under my hand and seal of office this, the 11 day of November, 2015.



Helen Marie Payne  
Notary Public, State of Texas



**FILED FOR RECORD**

12/21/2015 3:36PM

*Mark Turnbull*

COUNTY CLERK  
MONTGOMERY COUNTY, TEXAS

STATE OF TEXAS  
COUNTY OF MONTGOMERY

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

**12/21/2015**



*Mark Turnbull*

County Clerk  
Montgomery County, Texas

**ADDITIONAL DEDICATORY INSTRUMENT**  
**For**  
**EMERALD LAKES PROPERTY OWNERS ASSOCIATION**

THE STATE OF TEXAS           §  
  §  
COUNTY OF HARRIS           §

BEFORE ME, the undersigned authority, on this day personally appeared Christopher J. Archambault who, being by me first duly sworn, states on oath the following:

My name is Christopher J. Archambault I am over twenty-one (21) years of age, of sound mind, capable of making this affidavit, authorized to make this affidavit, and personally acquainted with the facts herein stated:

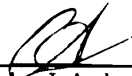
I am the Attorney/Agent for **EMERALD LAKES PROPERTY OWNERS ASSOCIATION**, Pursuant with Section 202.006 of the Texas Property Code, the following documents are copies of the original official documents from the Association's files:

- 1. **SURVEILLANCE CAMERA POLICY**

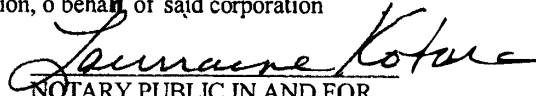
OF

**EMERALD LAKES PROPERTY OWNERS ASSOCIATION.**  
**A TEXAS NON-PROFIT CORPORATION**

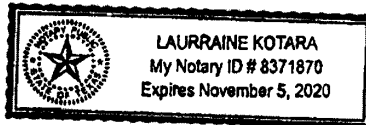
DATED this 20th day of October, 2016.

BY:   
Christopher J. Archambault, Attorney/Agent  
SBN: 24082634

THIS INSTRUMENT was acknowledged before me on this the 20<sup>th</sup> day of October, 2016 by the said Christopher J. Archambault, Attorney/ Agent for **EMERALD LAKES PROPERTY OWNERS ASSOCIATION**, a Texas non-profit corporation, o behalf of said corporation

  
NOTARY PUBLIC IN AND FOR  
THE STATE OF TEXAS

After Recording Return To:  
Daughtry & Jordan, P.C.-LK  
17044 El Camino Real  
Houston, Texas 77058



EMERALD LAKES PROPERTY OWNERS ASSOCIATION

**SURVEILLANCE CAMERA POLICY**

STATE OF TEXAS                   §  
  §  
COUNTY OF MONTGOMERY       §

WHEREAS, the Emerald Lake Property Owners Association, (the “**Association**”), a Texas non-profit corporation, is the governing entity for the Emerald Lake subdivision, according to the map or plat thereof recorded under Clerk’s File Number 2007-036606, along with any supplements or additions thereto; and

WHEREAS, the Association is governed by the Emerald Lakes Declaration of Covenants, Conditions and Restrictions (the “**Declaration**”), as recorded in the Real Property Records of Montgomery County, Texas, under Clerk’s File No. 2007-036741, along with any amendments and supplements thereto; and

WHEREAS, Section 204.010 of the Texas Property Code authorizes the Association through its Board of Directors to regulate the use, maintenance, repair, replacement, modification and appearance of the Subdivision; and

WHEREAS, Article XII, Section 4 of the Declaration authorizes the Association, through its Board of Directors, to make and enforce reasonable rules and regulations governing the use of the Subdivision consistent with the rights and duties established by the Declaration; and

WHEREAS, the Association’s Board of Directors desire and deem it in the best interests of the Association to have a policy in place which shall provide for and govern the use of surveillance cameras within the Subdivision;

NOW THEREFORE, in accordance with the foregoing, the Association acting through its Board of Directors, hereby adopts, establishes and imposes the following Surveillance Camera Policy as outlined herein:

**SURVEILLANCE CAMERA POLICY**

1. Footage from the surveillance cameras installed and maintained by the Association is recorded on a recording system, and is not monitored in real-time;
  - a. Recordings from the surveillance cameras are kept and maintained by the Association for ninety (90) days;
2. Recordings captured by the surveillance cameras shall be provided for inspection as follows:
  - a. In response to a timely request from local or federal law enforcement;
3. Recordings from the surveillance cameras are not kept as part of the Association’s Books and Records;
4. The surveillance cameras are intended to monitor the ingress/egress of the Subdivision, only;

5. This Surveillance Camera Policy is subject to Article XV, Section J of the Association's Declaration governing Security and retains any and all rights and disclaimers recited therein;
6. The Surveillance Cameras shall be inspected and maintained by the Association to ensure they remain in, working order.

Adopted by the Board of Directors this 27<sup>th</sup> day of September, 2016.

CERTIFICATION

"I, the undersigned, being the President of Emerald Lakes Property Owners Association, hereby certify that the foregoing Policy was adopted by a majority of the Association Board of Directors on the 27<sup>th</sup> day of September, 2016."

By: *Kenneth B. Yaw*, President  
 Print name: KENNETH B. YAW

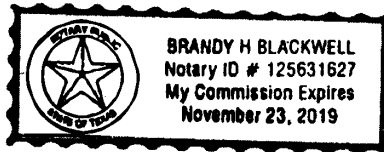
STATE OF TEXAS                    §  
   §  
 COUNTY OF MONTGOMERY       §

BEFORE ME, the undersigned authority, on this day, personally appeared Kenneth B. Yaw, whose name is subscribed to the foregoing instrument and, being by me first duly sworn, declared and acknowledged to me that the Board of Directors executed the same as the act of the Association for the purpose and consideration therein expressed and in the capacity therein stated.

Given under my hand and seal of office this 27<sup>th</sup> day of September, 2016.

*Brandy H. Blackwell*  
 Notary Public, State of Texas

UPON RECORDING  
 PLEASE RETURN TO:  
  
 Daughtry & Jordan, P.C.  
 17044 El Camino Real  
 Houston, Texas 77058  
 ATTN: EK



**E-FILED FOR RECORD**

10/20/2016 12:53PM




COUNTY CLERK  
MONTGOMERY COUNTY, TEXAS

STATE OF TEXAS,  
COUNTY OF MONTGOMERY

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

**10/20/2016**



County Clerk  
Montgomery County, Texas