

SECTION 5. "BOAT RAMP AREA" shall refer to the area as recorded on the Replat of Taylor Lake Estates which is leased or deeded to the Association around the Boat Ramp and Waterway, including Association piers of the Boat Ramp area.

SECTION 6. "BUILDER" shall refer to any person or entity undertaking construction on any lot within the subdivision.

SECTION 7. "CANAL" shall mean the common area under water, as recorded on the final replat and deeded to the Association.

SECTION 8. "COMMON AREA" shall refer to the area designated on the final plat as the Canal, Boat Ramp and Boat Ramp Area, and any Restricted Reserves which are owned by or leased to the "Association".

SECTION 9. "COMMON EXPENSES" shall mean and include the actual and estimated expenses of operating the Association, including any reserve, all as may be found to be necessary and appropriate by the Board pursuant to this Declaration, the By-Laws and the Articles of Incorporation.

SECTION 10. "CORNER LOT" shall refer to a lot which abuts on more than one street.

SECTION 11. "DECLARANT" shall refer to Construction Realty and Development, Inc., a Texas Corporation, for Section 1, and Rundell Development, Inc., a Texas Corporation, for Section 2, their successors and assigns, but shall not be construed to mean any subsequent Owner (as hereinafter defined) of any Lot in the Subdivision.

SECTION 12. "DESIGN PLAN" shall refer to the construction plans submitted to the Committee for approval.

SECTION 13. "EASEMENT" shall mean a right granted for the purpose of limited public or semi-public use across, over or under private land.

SECTION 14. "FENCE" shall be defined as a structure built for the purpose of separating or enclosing lots or parcels of land for reason of security, privacy, ornamentation, or other reason. A "fence" connotes a structure which may serve as a visual screen or as a barrier.

SECTION 15. "HEDGEROW" shall be defined as an unbroken row of shrubs or trees which are planted and maintained to serve a function similar to that of a fence or wall.

SECTION 16. "IMPROVEMENTS" shall mean all structures or other improvements to any portion of the properties of any kind whatsoever, whether above or below grade, including, but not limited to, structures, buildings, utility installations, storage, loading and parking facilities, walkways, driveways, landscaping, signs, site lighting, site grading, and earth movement, and any exterior additions, changes or alterations thereto.

SECTION 17. "LOT" shall refer to the fifty-nine (59) lots as shown on the Replat of Taylor Lake Estates, Section 1 and Section 2, including any portion or combination of said lots, excluding Restricted Reserve "A", Restricted Reserve "B", Restricted Reserve "C", and Common Areas.

SECTION 18. "MEMBER" shall refer to the person or entity owning a lot in the Subdivision.

SECTION 19. "MUD 181 LIFT STATION SITE" shall refer to the area owned by Municipal Utility District 181 to supply utility service to Taylor Lake Estates and designated as Restricted Reserve "A".

SECTION 20. "OCCUPANT" shall mean any person legally entitled to occupancy and use of all or a portion of the properties.

SECTION 21. "OWNER" shall refer to the owner, whether one or more persons or entities, of the fee simple title to any lot, but shall not refer to anyone holding a lien, easement, mineral interest or royalty interest burdening the title thereto,

SECTION 22. "PROPERTY OR PROPERTIES" shall mean any land or water area within the recorded final Replat of Taylor Lake Estates.

SECTION 23. "RESTRICTED RESERVE" shall mean that area designated on the recorded Replat as Restricted Reserve "A", "B", and "C" or similar designation whose use is limited by the terms of this Declaration, and referred to herein as "Reserve" or "Restricted Reserve".

SECTION 24. "RESIDENCE" shall be defined as a detached dwelling for occupation by a single family, as well as by any servant(s) whom the family may retain.

SECTION 25. "SCREEN" shall mean any approved shrub, hedgerow, fence or other device or improvement which blocks an area from view from another area.

SECTION 26. "SECTION 1" shall mean that portion of Taylor Lake Estates owned by Construction Realty and Development, Inc., being Lots 1 through 14 and Restricted Reserve "A" in Block 1, and Lots 1 through 10 in Block 2 of the recorded Replat of Taylor Lake Estates.

SECTION 27. "SECTION 2" shall mean that portion of Taylor Lake Estates owned by Rundell Development, Inc., being Lots 1 through 9 in Block 3, Lots 1 through 11 in Block 4, and Lots 1 through 15, Restricted Reserve "B", and Restricted Reserve "C" in Block 5, and the "Common Areas" of the recorded Replat of Taylor Lake Estates.

SECTION 28. "STREET" shall refer to any street, drive, road, alley, lane or avenue located in the Subdivision as shown on the Replat of Taylor Lake Estates, Section 1 and Section 2.

SECTION 29. "SUBDIVISION" shall refer to the fifty-nine (59) lots of Blocks One (1), Two (2), Three (3), Four (4), and Five (5) of the Replat of Taylor Lake Estates, Section 1 and Section 2, Restricted Reserve "A", Restricted Reserve "B", and Restricted Reserve "C", and the Common Areas.

SECTION 30. "SUBDIVISION PLAT" shall refer to the Replat or map of Taylor Lake Estates Subdivision (Sections 1 and 2) prepared and filed by Rundell Development, Inc. and Construction Realty and Development, Inc. in the map or plat records of Harris County, Texas in Vol. 326, Page 144, and known as the Replat of Taylor Lake Estates.

SECTION 31. "WATERFRONT LOT" shall refer to any lot which abuts, adjoins, or is adjacent to any portion of the waterway of Taylor Lake.

SECTION 32. "WATERFRONT OR BACK PROPERTY LINE" shall mean the line as recorded on the final Replat of Taylor Lake Estates nearest to the waterway.

SECTION 33. "WATERWAY" shall mean any water area which is included in the waters of Taylor Lake.

ARTICLE II.
ARCHITECTURAL CONTROL COMMITTEE

SECTION 1. CREATION, PURPOSE AND DUTIES. There is hereby created an Architectural Control Committee (the "Committee") which shall be composed of five (5) members, and whose initial members shall be Al J. Keller, Marion M. Rundell, Linda Rundell, Royston Patterson and Ted Bogren, who shall serve (i) until their resignation or removal in accordance with the terms hereof; (ii) until the expiration of ten (10) years from the date of filing of this instrument in the Real Property Records; or (iii) until ninety percent (90%) of all lots within the subdivision have been completed with a single-family residential dwelling erected in accordance with the terms hereof, whichever is first to occur. The members shall have the responsibility and all necessary power and authority to approve and disapprove, in their sole discretion, the external design, size, quality and type of building material, location on the building site and finish grade elevation of any structure to be erected in the subdivision. The decision of the Committee shall be final and absolute. The Committee is vested with the authority and responsibility to maintain architectural harmony within the subdivision, to maintain suitable standards of construction consistent with the Declarants' intent to create an exclusive residential subdivision and to insure construction is completed in accordance with the Declaration.

No member of the Committee may be removed, except with the unanimous consent of both Declarants. Upon removal, resignation or death of any Committee member, the remaining Committee members shall, within ninety (90) days after such removal, resignation or death, designate a person to fill the vacancy or vacancies. Provided, however, until the vacancy or vacancies shall have been filled, the remaining members of the Committee, whether one or more, shall have full authority to act and perform all the duties of the Architectural Control Committee. Any changes in the members of the Committee shall be designated by an instrument in writing, executed by Declarant, and filed for record in the Real Property Records of Harris County, Texas.

No Committee member, past or present, shall be entitled to compensation for services performed, but shall be entitled to reimbursement for any reasonable and necessary expenses incurred in furtherance of the duties of the Committee. The Committee may employ, as it sees fit, one or more architects, engineers, attorneys, accountants, designers, secretaries or such other persons reasonably necessary to assist the Committee in carrying out its duties. Notwithstanding the foregoing, in the event of actual or threatened litigation, administrative hearings, or other advisory proceedings, the Committee members shall be entitled to reasonable compensation for their time expended and to be reimbursed or have paid directly their reasonable and necessary Attorney's fees and other related expenses. All of the foregoing costs and expenses, upon approval thereof by the Board of Directors, shall be an expense of, and paid by, the Association.

The Association shall and herewith agrees to protect, indemnify, and save the Committee and Declarant harmless from liability, and reasonable and necessary expenses incurred by the Committee in matters related to the exercise of its functions hereunder and in the exercise of the broad discretionary powers vested in the Committee; save and except for acts of willful fraud or gross negligence.

SECTION 2. POWERS OF THE COMMITTEE. Absolutely no building or other improvements shall be constructed in the Subdivision, and no exterior alteration of any building or improvements shall be made until the site plan, the schematic plan for landscaping and

lighting, and the final working plans and specifications have been submitted to and approved in writing by the Committee. The various aforementioned plans and specifications shall be considered approved by the Committee if it fails to disapprove the same (or subsequent amendments thereto) within thirty (30) days from the date of submission and actual delivery thereof to the Committee (the "Submission Date"); provided, however, as a condition precedent to said assumption of approval that the Committee has executed a receipt therefor, which receipt shall state the Submission Date and be signed by a majority rule appointed member of the Committee for receipt of plans.

The Committee shall have the right to specify architectural and aesthetic requirements for building sites, minimum setback lines, the location, height and extent of fences or walls, the orientation of structures with respect to streets, walks, paths, and structures on adjacent property, and a limited number of acceptable exterior materials and finishes that may be utilized in construction or repair of improvements. The Committee shall have full power and authority to reject any plans and specifications that do not comply with this Declaration or that do not meet its minimum construction or architectural design requirements or that might not be compatible with the overall character and aesthetics of the Subdivision. The Committee may issue supplements to these Deed Restrictions to further guide the intent of the requirement. Such supplements shall be referred to as the "Architectural Control Standards". The Committee shall have the right, exercisable at its discretion, to grant or deny variances to the architectural restrictions in specific instances where the Committee in good faith deems that such variance may or may not adversely affect the architectural and environmental integrity of the Subdivision, without liability on the part of the Committee in the exercise of its discretion.

Any action taken by the Committee shall require a majority vote of the members of the Committee then sitting.

SECTION 3. DESIGN APPROVAL. The design for each structure to be erected in the Subdivision shall be submitted to the Committee as follows:

A. First, a Preliminary architectural design (the "schematic design or drawing") shall be submitted. This submission shall reflect, on a preliminary basis, the site plan, roof plan, floor plan, and all elevations and shall be drawn (freehand or otherwise) to a generally accepted architectural scale. Permitted, but not required, at this submission are exterior color and building material selections. The action of the Committee at this submission is to be considered advisory only and its approval or disapproval of or comment upon the schematic design, color or material selection does not constitute, nor shall it be considered as, automatic approval of the final design, color, material or any other item requiring the approval of the Committee. The Committee shall have thirty (30) days from the submission date of the preliminary architectural design to act upon the same.

B. Second, the final submission for review by the Architectural Control Committee must include two (2) identical sets of construction documents which will include, but not be limited to, the following:

1. Complete detailed sets of architectural plans which shall include, but not be limited to, (i) a site plan reflecting the location and dimensions or boundaries of all easements, lot lines, setback lines, foundations (with elevation thereof), walks, drives, fences, and any other improvements to be located thereon; (ii) foundation

plan; (iii) floor plan; (iv) exterior elevations; (v) framing sections; and (vi) material selection and specifications. In addition, the documents should include a landscape plan, exterior elevation of all sanitary and storm sewer connections and all other utility connections and materials to be used.

2. Samples of exterior building materials, including brick, wood, or other siding and roof material, and paint color charts.

3. Such other items as the Committee may reasonably require to assist in its review.

Construction documents and appropriate material specifications and samples shall be submitted to:

Royston Patterson
333 T. C. Jester, Suite 201
Houston, Texas 77007

The Architectural Control Committee will make its final decision based upon the final submission documents and materials. The Committee requires thirty (30) days after final submission for the review of plans and specifications. Approval or rejection of all plans and specifications shall be in writing from the Committee. If plans are rejected, the Committee shall give a reason for the rejection and note the Article and Section of the Declaration on which the rejection is based. If plans and specifications are rejected, owner or Builder must make necessary architecturally approved corrections and resubmit the same for final approval. If plans and specifications are approved, the Committee shall keep one approved set of plans and materials on file. The other approved set of plans shall be signed and returned by the Committee. Any changes which the owner or Builder desire to make after the plans and materials have been approved by the Committee, affecting the exterior or roof line of residences, must be submitted in writing prior to making any such changes. Owner must wait for the Committee to approve any changes before commencement of any changes. Any deviation from approved construction documents (without written approval of such deviations) constitutes a violation of the Deed Restrictions and is not permitted.

SECTION 4. TRANSFER OF AUTHORITY TO THE ASSOCIATION. The duties, powers and authority of the Committee may be assigned to the Association by vote of a majority of the members of the Committee, after ninety percent (90%) of the lots in the subdivision have been completed with a single family residential dwelling erected thereon, and acceptance thereof by the Association's Board of Directors, or in the event of the demise of all members of the Committee, or their disability to such degree as to prevent all of them from performing their duties for thirty (30) consecutive days, the Association's Board of Directors shall have the responsibility, authority and power to perform the functions of the Committee, upon transfer of the Committee's authority as provided herein.

ARTICLE III.

TAYLOR LAKE ESTATES HOMEOWNERS ASSOCIATION, INC.

SECTION 1. ORGANIZATION. Declarants have caused the Association to be incorporated as a non-profit corporation under the laws of the State of Texas. The principal purpose of the Association shall be to enforce and act in accordance with the terms and conditions of this Declaration for the betterment, maintenance and promotion of the Subdivision and the health and welfare of the residents thereof.

SECTION 2. OFFICERS AND BOARD OF DIRECTORS. The Association shall act through its duly elected officers and Board of Directors whose duties and terms of office shall be as set forth in the Articles of Incorporation and By-Laws of the Association.

SECTION 3. MEMBERSHIP. Subject to the provisions of the following Section 4, every owner of a lot in the Subdivision shall be a member of the Association, until such ownership ceases. Membership shall be appurtenant to and may not be separated from ownership of the land which is subject to assessment by the Association and shall automatically pass with the title to any subsequent owner of the lot. Provided, however, that it shall be the duty of every owner of a lot to keep the Association informed of the name and street address of each party qualifying as an owner and any change thereto and as may be specified in its By-Laws.

SECTION 4. VOTING AND MEMBERSHIP LIMITATIONS. The Association shall have two (2) classes of voting membership:

- (a) Class "A". Class "A" members shall be all owners, with the exception of Declarant, and shall be entitled to one (1) vote for each lot owned by such member in the Subdivision; provided, however, when more than one person holds an interest in any lot, all such persons shall be members, and the single vote for such lot shall be exercised by the one (1) natural person named by them as they among themselves determine from time to time by written notice executed by them, given to the Association in the manner prescribed by it from time to time, but in no event shall more than one (1) vote be cast with regard to any lot. Any member failing to give the above prescribed notice shall not be entitled to vote and shall be disqualified in that respect unless waived by the Association by an instrument in writing duly executed by it.
- (b) Class "B". Class "B" members shall be the Declarants. The Class "B" members shall be allowed seven (7) votes for each lot in the Subdivision in which the Declarant qualifies as the owner thereof. Class "B" membership shall cease and be converted to Class "A" members when all lots in the Subdivision have been sold to owners other than Declarants.

No Member, Class "A" or Class "B", shall be entitled to vote at any meeting of the Association unless member's assessments and other charges, if any, are paid current.

SECTION 5. TITLE TO COMMON AREAS OR RESERVES. The Declarant may retain title to the Common Areas or Reserves in the Subdivision until such time as improvements have been completed thereon and until such time as, in the judgment of Declarant, the Association is able to operate and maintain the same. Until title to such Common Areas or Reserves has been conveyed to the Association by Declarant, Declarant shall be entitled to exercise all rights and privileges relating to such Common Areas or Reserves granted to the Association in this Declaration.

SECTION 6. RESTRICTED RESERVES. The Declarant, Rundell Development, Inc., a Texas Corporation, has retained ownership of Restricted Reserves "B" and "C", as recorded on the recorded Plat of Taylor Lake Estates. These areas may be leased or deeded to the Association, or retained by Rundell Development, Inc. for such use as is permitted in this Declaration.

ARTICLE IV.
COVENANT FOR MAINTENANCE ASSESSMENTS

SECTION 1. CREATION OF THE LIEN AND PERSONAL OBLIGATION FOR ASSESSMENTS. The Declarant, for each lot within the Subdivision, hereby covenants, and each owner of any lot by acceptance of a Deed therefor, whether or not expressed in the Deed or other evidence of the Conveyance, and however acquired by a subsequent owner, shall be deemed to covenant and agree to pay the Association the following:

- (a) Annual assessments; and
- (b) Special assessments as hereinafter limited.

Such assessments shall be established and collected as herein-after provided. The annual and special assessments, together with such interest thereon, costs of collection thereof, and Attorney's fees, shall be a charge on the land and shall be secured by a continuing Vendor's Lien upon the lot against which such assessments or charges are made. Each such assessment, together with such interest at the highest rate permitted by law; costs, and reasonable Attorney's fees for collection thereof shall also be and remain the personal obligation of the owner of the particular lot at the time the assessment fell due. Each assessment shall be a charge on the lot and a continuing lien upon the lot against which each such assessment is made, and shall not be affected by any change in ownership thereof.

SECTION 2. PURPOSE OF ASSESSMENTS. The assessments levied by the Association shall be used exclusively for the purpose of promoting the health, safety, welfare and recreation of the residents of the Subdivision and any other purpose authorized or permitted by this Declaration. Without limiting the foregoing, assessments may be used for payment of costs and expenses of the Committee, taxes and insurance premiums on property of the Association for repairs, maintenance, lighting, maintenance of waterways and all Common Areas and Reserves, paths, parks, parkways and esplanades in the Subdivision; collecting and disposing of garbage, rubbish and materials of a similar nature; payment of legal fees, police or security service; fogging and furnishing other general insecticide services; providing for the planting and upkeep of trees, grass and shrubbery on esplanades, easement maintenance; acquiring and maintaining any amenities, including recreational facilities, that are or will be operated for the benefit of the owners and residents; and the establishment of a maintenance reserve. Subject to the provisions of Sections 3 and 4 of this Article IV, the judgment of the Board of Directors of the Association in establishing annual assessments and special assessments and with respect to the accumulation and expenditure of said funds, shall be final and conclusive unless said judgment is exercised in bad faith.

SECTION 3. BASIS AND MAXIMUM LEVEL OF ANNUAL ASSESSMENTS. Until January 1 of the year immediately following the conveyance of the first lot to an owner other than Declarant, the annual assessment shall be TWO HUNDRED FIFTY DOLLARS (\$250.00) per lot. Annual assessments for the year in which a lot is sold by the Declarant to an owner, as well as the annual assessment due for the next succeeding calendar year of annual assessment, shall be due and payable in advance upon the sale of such lot. Notwithstanding the foregoing, no bona fide Builder or Contractor who purchases a lot from Declarant shall be required to pay any annual or special maintenance fee assessment for the year or partial year in which such Builder or Contractor purchases the lot or lots from Declarant. This exemption applies only to the year, or partial year, of sale from the Declarant to the Builder or Contractor. Thereafter, all such annual assessments shall be payable in advance on January 1 of each year. From and after the first day of January of the year immediately following the conveyance of the first lot to an owner other than Declarant, the maximum annual assessment may be increased by the Board of Directors of the Association, effective the first day of January of each year, in conformity with the rise, if any, in the Consumer Price Index for Urban Wage Earners and Clerical Workers published by the Department of Labor, Washington, D.C., or if discontinued, by any successor or comparable

index for the preceding month of September of each year; or, alternatively, the amount equal to a percentage increase equal to the prior year's actual increase, whichever is greater, in either event without a vote of the members of the Association. The maximum annual assessment may be increased above that established by the Consumer Price Index formula or the above-mentioned percentage increase only by written approval of two-thirds (2/3) of all members of the Association. In lieu of notice to and a meeting of members as provided in the By-Laws of the Association, a door-to-door canvass may be made to secure the required two-thirds (2/3) written approval of the members for such increase in the annual assessment or for the special assessment as provided below. Such increase shall become effective on the date specified in the document evidencing such approval, and shall be filed for record in the Official Public Records of Real Property in Harris County, Texas. Assessments for any year in which a lot is sold by Declarant shall be prorated to the date of closing, and assessments shall be due from the owner thereof from that date forward.

SECTION 4. SPECIAL ASSESSMENTS. In addition to the annual assessments authorized above, the Association may levy, in any year, a special assessment applicable to that year only, for the purpose of defraying, in whole or in part, the cost of any construction, reconstruction, or unexpected repair or replacement of a particular capital improvement located upon the Common Areas or Reserves, including the necessary fixtures and personal property related thereto, or for any other purpose consistent with the provisions of this Article IV, provided that any such assessment shall have the approval of sixty percent (60%) of all members in the Association, who are voting in person or by proxy at a meeting duly called for this purpose, written notice of which shall be sent or delivered to all members not less than ten (10) nor more than fifty (50) days in advance of the meeting, setting forth the purpose of such meeting.

SECTION 5. RATES OF ASSESSMENT. Both annual and special assessments on all lots shall be fixed at uniform rates (i.e., the same rate for each lot); provided, however, that such assessments shall not commence with regard to any lot until such lot is conveyed to an owner other than the Declarant, notwithstanding any provision contained in this Declaration to the contrary.

SECTION 6. EFFECT OF NONPAYMENT OF ASSESSMENTS; REMEDIES OF THE ASSOCIATION. Any assessments which are not paid when due shall be delinquent and bear interest at the highest non-usurious rate permitted by law, or if no such limitation is imposed, then at the rate of eighteen percent (18%) per annum from thirty (30) days after the due date until paid. If any assessment is not paid within thirty (30) days after the due date, the Association may bring an action at law against the owner personally obligated to pay the same, and/or foreclose the Vendor's Lien herein retained against the lot. Interest, costs of Court, and reasonable Attorney's fees (when placed with an Attorney for collection, whether with or without suit) incurred in any such action shall be added to the amount of such assessment or charge. Each such owner, by his acceptance of a Deed to a lot, hereby expressly vests in the Association or its representative the right and power to institute and maintain an action against such owner personally for the collection of such assessments and charges as a debt and to enforce the Vendor's lien by any methods available for the enforcement of such liens, including foreclosure by non-judicial action as provided for in Section 51.002 of the Real Property Code of the State of Texas, and such owner expressly grants to the Association the power of sale, and judicial foreclosure in connection with the Vendor's Lien. No owner may waive or otherwise escape said Vendor's Lien and liability for the assessments provided for herein by non-use of the Common Areas or Reserves, or abandonment or divestiture of ownership of a lot for any annual or special assessment which became due and payable during the time when such owner owned the lot.

SECTION 9. SUBORDINATION OF THE LIEN TO MORTGAGES. The lien of the assessments provided for herein shall be subordinate to the lien of any first mortgage existing at any time upon the particular lot involved. Sale or transfer of any lot shall not affect the assessment lien; however, the sale or transfer of any lot pursuant to mortgage foreclosure (whether by exercise of power of sale or otherwise), or any proceeding in lieu thereof, shall extinguish the lien of such assessments as to payments which become due prior to such sale or transfer. No sale or transfer shall relieve such lot from liability for any assessments thereafter becoming due or from the lien thereof, but such lien shall exist as, and constitute, a separate and distinct charge and lien on each lot.

SECTION 8. EXEMPT PROPERTY. All properties dedicated to, and accepted by, a local public authority exempt from taxation by the laws of the State of Texas, and all Common Areas and Reserves, shall be exempt from the assessments and charges created herein. Notwithstanding the foregoing, no lot which is used as a residence shall be exempt from said assessments and charges and the Vendor's Lien herein securing payment thereof.

ARTICLE V.
PROPERTY RIGHTS IN THE COMMON AREAS

SECTION 1. OWNER'S EASEMENT FOR ACCESS AND ENJOYMENT. Every member shall have a right and easement of enjoyment in and to the Common Areas and Reserves, if any, and such right and easement shall be appurtenant to and shall pass with the title to every lot, subject to the following:

- (a) The right of the Association to borrow money and to mortgage the Common Areas and Reserves from time to time and upon such terms and conditions as recommended by its Board, upon approval by two-thirds (2/3) of the votes cast by all members at a meeting of members called for that purpose.
- (b) The right of the Association to take such steps as are reasonably necessary to protect the Common Areas and Reserves against foreclosure of any mortgage or security interest.
- (c) The right of the Association to suspend the rights of any member to use the Common Areas for any period during which any assessment or other amount owed by such member to the Association remains delinquent.
- (d) The right of the Association to establish reasonable rules and regulations governing the members' use of the Common Areas and to suspend the rights of any member to use the Common Areas for any period not to exceed sixty (60) days for any infraction of such rules and regulations.
- (e) Upon approval by two-thirds (2/3) of the votes cast by all members, the Association shall have the right to transfer, assign, or convey all or any part of the Common Areas to any public authority for such purposes and subject to such conditions as may be approved by said two-thirds (2/3) of all members at a meeting called for that purpose; provided, however, this provision shall not be construed to limit the right of the Declarant or the Association to grant or dedicate public or private

utility easements in portions of the Common Areas or transfer title to any storm sewer line, sanitary facility or other equipment situated on any part of the Common Areas owned by the Association, to any public or political authority or agency, or to any utility company rendering or to render service to the Subdivision or any part thereof.

SECTION 2. BOAT RAMP, BOAT RAMP AREA AND CANAL. The Boat Ramp, Boat Ramp Area and Canal are hereby designated as Common Areas for the use and benefit of and maintenance by the Association and the members thereof. Each Association member has the right to the use and enjoyment of the Boat Ramp, Boat Ramp Area, Canal and piers of the Boat Ramp Area including any bulkhead of the Boat Ramp Area, but is hereby restricted and limited to only such uses as are incidental to members' use and enjoyment of the Common Areas as will not harm, damage, or in any way adversely affect the placement or structural soundness and effectiveness of the Common Areas. In the event of any damage or harm to the Common Areas, including the Boat Ramp, Boat Ramp Area, bulkhead, piers and Canal, by reason of any action of a member or such member's guest, such Common Areas shall be repaired or replaced at the sole cost and expense of the member responsible therefor. In the event said member fails and refuses to make the required repairs or replacement and such failure or refusal continues for three (3) days after written demand to repair or replace is given by the Association, Declarants or their assigns to such member, the Association, Declarants or their assigns may, without being under any duty to do so, make such repairs or replacement and may charge the member who caused said damages for the cost of such work. Each member agrees, by purchase of the lot, to pay such costs immediately upon demand, which such costs shall be deemed a special maintenance assessment against such owner's lot secured by a lien thereon in the same manner as the lien for annual and special assessments set forth within these restrictions.

SECTION 3. USE OF BOAT RAMP AND BOAT RAMP AREA. The Boat Ramp and Boat Ramp Area within the Subdivision shall not be used by any person for any purpose except that each owner who is a member in good standing of the Association may launch small marine craft provided that the same is not docked or otherwise permitted to remain on the Boat Ramp or in the Boat Ramp Area, except while actually being used by such owner for the purpose of entering Taylor Lake. No swimming, skiing, fishing, netting, wading, or other similar use of the Boat Ramp or Boat Ramp Area shall be permitted. Use of the Boat Ramp or Boat Ramp Area shall be subject to such rules and regulations as may be promulgated by the Board of Directors of the Association from time to time.

SECTION 4. PIERS OF THE BOAT RAMP AREA. The purpose of the piers of the Boat Ramp Area are to provide temporary parking of boats until owner can relocate vehicle and launching device at owner's lot. The piers of the Boat Ramp Area are Common Areas and are maintained by the Association.

SECTION 5. PARKING. No parking of vehicles or launching devices is allowed in the cul-de-sac or Boat Ramp or Boat Ramp Area or any Common Areas.

SECTION 6. PRIVATE PIERS AND CANALS. Waterfront lots, being lots four (4) through fifteen (15) in Block five (5), have private piers and canals which are for the exclusive use of the owners thereof, and are not for the use of other owners without the express consent of the owner of the affected lot. There shall be twelve (12) private piers and twelve (12) private canals. Each private canal shall be immediately adjacent to and contiguous with one other private canal which serves the adjoining lot.

SECTION 7. WATERFRONT LOTS. Waterfront lots are private residences and in no way should they be used by Boat Ramp Area users violate the privacy or safety of said lots.

SECTION 8. DELEGATION OF USE. Each member shall have the right of enjoyment to Common Areas, including the members of his residence family or tenants. Visitors shall be accompanied by a member in the Common Areas.

SECTION 9. INDEMNIFICATION. Each user of Common Areas, including the Boat Ramp or Boat Ramp Area ("Boat Ramp or Boat Ramp Area User") regardless of whether or not the use thereof by such person is permitted, agrees to indemnify and hold Declarants, the Association, the Committee, the Board of Directors of the Association, and all other persons acting by, through or under them, such as the Officers and Committees of the Association, as well as all other owners in the Subdivision, harmless and free from any and all damages, claims, causes of action, or liability resulting from the use by such owner, members of the owner's family, guests, and invitees of such owner, of any of the Common Areas, Reserves, Boat Ramp or Boat Ramp Area User's use, non-use, abuse or neglect of property, as well as damage to property or person resulting therefrom. There are no lifeguards or other persons safeguarding property or persons using any of the Common Areas or Reserves, Waterways, Boat Ramp, or Boat Ramp Area, and it is the responsibility of each user of any Common Areas or Reserves, Boat Ramp, Boat Ramp Area, or Waterways to provide for their own safety.

SECTION 10. COASTAL PUBLIC LANDS. Declarant has obtained or caused to be obtained an easement on Coastal Public Lands from the State of Texas, General Land Office, which is easement No. CE 84-055, to which reference is hereby made. Said easement, among other things, grants to Declarant, his heirs, executors, administrators and assigns, an easement on certain Coastal Public Lands for two (2) piers associated with a boat ramp and dredging 27,600 square feet of access channel to a depth of four feet (4'), which access channel is identified on the recorded plat of Taylor Lake Estates as the "Canal". Declarant hereby assigns said easement to the Association and the Association agrees to assume the responsibility for making any and all payments and observing and performing any duties or obligations provided for therein. The right of the Association to dredge and maintain the canal and erect and maintain the two (2) piers is expressly subject to the easement above described.

ARTICLE VI. USE RESTRICTIONS

SECTION 1. RESIDENTIAL USE. Each and every lot is hereby restricted to a residential dwelling for single family residential use only, hereinafter referred to as "Residential Use". No business, professional, commercial or manufacturing use, nor any other use except said Residential Use shall be made of any of said lots, even though such business, professional, commercial, or manufacturing use be subordinate or incident to use of the premises for Residential Use. No structure other than one single family residence and its outbuilding shall be constructed, placed on, or permitted to remain on any lot in the subdivision. As used herein, the term "Residential Use" shall be construed to prohibit the use of any lot for duplex houses, garage apartments or apartment houses, for rental purposes.

SECTION 2. ANIMALS AND LIVESTOCK. No animals, livestock, or poultry of any kind such as, but not limited to, sheep, horses, cattle, swine, poultry, or dangerous animals (as determined to be such in the sole discretion of the Committee) shall be raised,

bred, or kept on any lot. Consistent with its use as a residence, dogs, cats or other household pets may be kept on a lot (which shall include in the aggregate not more than three (3) such adult animals), provided that they are not kept, bred or maintained for any business purposes and do not cause a nuisance. Household pets shall be subject to the rules and regulations adopted by the Association through its Board of Directors which may by declaration impose stricter standards than those contained in this Section 2 of Article VI.

SECTION 3. NUISANCES. No noxious or offensive trade or activity including, but not limited to, any trailer houses and trailer parks, junk or scrap metal yard, waste material business, any dumping, disposal, incineration or reduction of garbage or refuse, and any fire, bankruptcy or auction sale or operation shall be carried out upon any lot, nor shall anything be done thereon which may be or become an annoyance or nuisance to residents of the Subdivision. The Committee or the Board of Directors of the Association is hereby authorized to determine what constitutes a nuisance.

SECTION 4. STORAGE AND REPAIR OF VEHICLES. No aircraft, boat, mobile home, tractor, trailer, motor home, marine craft, recreational vehicle, camping unit, boat rigging, truck larger than a three-quarter (3/4) ton pickup, bus, unused or inoperable automobile, towable or self-propelled machinery or equipment, or other offensive object shall be parked or kept in the street in front of, on the side of, or otherwise on any lot, unless such vehicle is stored within a garage or totally screened, but in any event, completely out of sight from the streets, waterfront or waterways, and all residences, except for marine craft in private boat slips of waterfront lots as described in Article V, Section 6, and Article VII, Section 6. No owner of any lot in the Subdivision or any visitor or guest of any owner shall be permitted to perform work on automobiles or other vehicles in driveways or streets other than work of a temporary nature. As used in this Section 4, the term "temporary" shall mean that the vehicle shall not remain in driveways or streets in excess of forty-eight (48) hours. All parking other than "temporary" parking shall be within the building lines shown on the recorded Replat and screened from any streets, waterfronts, and other residences. Exceptions are as follows:

- (a) Boats allowed as herein described; and
- (b) Parking incidental to construction or repair of a house or houses in the immediate vicinity, or for the servicing of or delivery of goods or merchandise to such house or houses.

SECTION 5. PERMITTED HOURS FOR CONSTRUCTION. Except in an emergency or when other unusual circumstances exist, as determined by the Committee, outside construction work or noisy interior construction work shall be permitted only between the hours of 7:00 a.m. and 9:00 p.m.

SECTION 6. DISPOSAL OF TRASH. No trash, rubbish, garbage, manure, debris or offensive material of any kind including, but not limited to, grass cuttings and tree limbs, shall be kept or allowed to remain on any lot, nor shall any lot be used or maintained as a dumping ground for such materials, nor shall any such material be placed or dumped into the storm sewer system. All such matter shall be placed in sanitary refuse containers constructed of metal, plastic or masonry materials with tight-fitting covers or lids and placed in an area adequately screened, by planting or fencing, from the streets, other residences, the Common Areas and Reserves. Compost piles, for use as fertilizer, may be maintained provided they are kept in a sanitary manner and properly screened and located so that they are not visible from any street, the waterfront, or other residences within the subdivision.

Equipment used for the temporary storage and/or disposal of such material prior to removal shall be kept in a clean and sanitary condition and shall comply with all current laws and regulations and those which may be promulgated in the future by any federal, state, county, municipal or other governmental body with regard to environmental quality and waste disposal. In a manner consistent with good housekeeping, the owner of each lot shall remove such prohibited matter from his lot at regular intervals, at his expense. No burning of rubbish or trash shall be permitted at any time. No storage area shall be permitted between any residence or building on a lot and the street.

SECTION 7. CONSTRUCTION USE. No building or other structure, except when incidental to construction, shall be moved onto any lot without written permission from the Architectural Control Committee, and any temporary building or structure moved onto any lot incident to construction shall be promptly removed upon completion of construction work. No stumps, trees, underbrush or any refuse of any kind or scrap material from improvements being erected on any lot or building site shall be placed on any streets or easements or on any other lots or building sites. All such material, if not disposed of immediately, shall be removed from the property and disposed of immediately upon completion of said improvements. Temporary structures used as building offices or for other related purposes during the construction period must be inconspicuous and sightly. Each lot shall be maintained in a neat, clean and orderly condition by the Builder during construction until the sale of the house is closed. No portion of construction of one lot shall encroach upon another lot.

SECTION 8. BUILDING MATERIALS. No lot shall be used for the storage of any building materials whatsoever, except that material to be used in the construction of improvements erected upon a lot may be placed upon such lot at the time construction is commenced, and then such material shall be placed within property lines of the lot or building site upon which improvements are to be erected. Building materials may remain on lots for a reasonable time, so long as the construction progresses without undue delay after which time such materials shall either be removed from the lot or stored in a suitable enclosure on the lot. Under no circumstances shall building materials be placed or stored on the street, or placed between the pavement and property line.

SECTION 9. MINERAL PRODUCTION. No drilling, developing operations, refining, quarrying or mining operations of any kind shall be permitted upon any lot, nor shall oil or gas wells, tanks, tunnels, mineral excavations or shafts be permitted upon any lot. No derrick or other structure designed for use in boring for oil or natural gas shall be permitted upon any lot. Declarant waives its right to use the surface of the Subdivision for the exploration, development or production of oil, gas or other minerals from the mineral estate, if any, owned and retained by Declarant.

SECTION 10. INDUSTRIAL USE. Industrial use of the properties is prohibited. No use shall be permitted which is offensive by reason of odor, fumes, dust, smoke, noise or pollution, or which is hazardous by reason of excessive danger of fire or explosion.

SECTION 11. EXCAVATIONS. No excavations shall be made and no sand, gravel or soil shall be removed from the properties except in connection with a grading and/or building plan (as approved by the Architectural Control Committee).

SECTION 12. TREES. No live tree shall be cut or felled except as required for construction work with approval of the Committee. Should any tree be removed for any reason, another approved tree shall be planted to replace such loss.

SECTION 13. ANTENNA USE - RESIDENTIAL OR COMMERCIAL ANTENNA. No exterior television, radio or other electronic antenna or device of any type shall be erected, constructed, placed or permitted on or to remain on any lot or any of the residences, buildings, structures or other improvements constructed on any lot in the Subdivision unless and until the same shall have been approved in writing by the Architectural Control Committee. All of the foregoing items shall be wholly concealed in the attic space of the residence.

SECTION 14. LANDSCAPE USE. All landscaping plans shall be submitted to the Committee for approval. At least 5% of building costs should be allotted for landscaping. All landscaping shall complement the architectural design of the residence. Landscaping shall be completed within three (3) months after construction of residence on lot is completed, unless special exception is given by the Committee in writing. Each owner shall plant, as guided by the Committee, at least one (1), if not more, single, double or triple trunk Lagerstroemia indica (Crape Myrtle, in white only) for each twenty feet (20') of road frontage, of at least eight feet (8') in height, locating them in front of the respective residence in the easement fronting and/or siding each residence on the center line of the planting strip between the street and the sidewalk. Each owner shall plant at least one (1) Quercus virginiana (Live Oak) of at least four inches (4") in diameter, for each forty feet (40') of road frontage, as guided by the Committee, locating them in front of the respective residence, five feet (5') from the center line of the sidewalk toward the residence. The Crape Myrtles and Live Oaks as specified above shall be planted within three (3) months after final construction of the residence on the lot is completed, unless special exception is given in writing by the Committee.

SECTION 15. STORAGE. No lot shall be used for the storage of commercial products, liquid, solid or otherwise, except the "Building Materials" as described in Section 8 of this Article VI.

SECTION 16. COMMON AREAS. The Common Areas shall be used only for recreational and related purposes as shall more particularly be set forth in this Declaration or amendments hereto, or for such purposes as may be established by the Association. The Association, acting through the Board of Directors, shall have the right and power to enforce use restrictions.

SECTION 17. MISCELLANEOUS. No privy, cesspool or septic tank shall be placed or maintained in the Subdivision. Whenever a residence is established on any lot, all toilets and other sewerage outlets shall be connected with the provided central sewer service. The outdoor drying of clothes or other materials is prohibited.

SECTION 18. WINDOW AIR CONDITIONERS OR HEATERS. No window or wall type air conditioners or heaters shall be permitted to be used, erected or maintained on or in any building in any part of the lot, except that the Architectural Control Committee may, at its discretion, permit window or wall type air conditioners or heaters to be installed if such units, when installed, shall not be visible from public view, such permission to be granted in writing.

SECTION 19. LOT USE. Lots in the Subdivision may not be re-subdivided into building sites. Whole lots may be combined so as to create a single residential lot or homesite, and the entire area resulting from any such combination shall be treated as a single residential lot, as if originally platted as such on said map or plat of this Subdivision, and in such cases, the side lot lines between the lots or fractions of lots combined shall not be deemed to be side lot lines for building setback purposes, such combinations being permissible only if whole lots are combined with adjoining or contiguous whole lots.

SECTION 20. RESTRICTED RESERVES. Restricted Reserve "A" may be used only for the MUD 181 Lift Station Site, or for a Common Area or a recreational area, provided it meets all requirements of this Declaration, the City of Taylor Lake Village, or any other governmental body having jurisdiction over the property.

Restricted Reserves "B" and "C" may only be used for a park, Boat Ramp Area, or Common Area, or for a residential building lot; provided that if it is to be used as a residential building lot, it shall be required to meet all requirements of this Declaration, the City of Taylor Lake Village, or any other governmental body having jurisdiction over the property.

Any owner of Restricted Reserves "A", "B" or "C" may grant such easements over, through, under, upon or across such Restricted Reserve as such owner may deem necessary in furtherance of the permitted use of such Restricted Reserve.

ARTICLE VII.
ARCHITECTURAL RESTRICTIONS

All architecture shall be of traditional design. All architectural controls set forth in this Declaration or created by the Architectural Control Committee in Architectural Control Standards shall be enforced.

SECTION 1. TYPE OF RESIDENCE. Only one detached single family residence of traditional design which is two (2) stories or the appearance thereof but no more than two (2) stories above the flood plain elevation according to the Federal Flood Plain F.I.R.M. (Flood Insurance Rate Map) in existence at the time construction of such building commences. Nothing herein shall be construed to prohibit the use of the attic space in any residence for additional living area, if such use is permitted by the City of Taylor Lake Village. All residences shall have a garage area for at least two (2) cars, all with minimal visibility from the road. Carports on lots are prohibited unless approved in writing by the Committee in conjunction with an aforementioned garage. All structures shall be of new construction, and no structure shall be moved from another location onto any lot. All residences must be kept in good repair and must be painted when necessary to preserve their attractiveness.

In addition to the main residence house, out-buildings for the use and enjoyment of the property may be built on the lots, but not more than one (1) out-building in addition to a "detached garage" may be built or placed on any lot, and no out-building of any type shall be used or occupied as living quarters except by domestic servants engaged on the premises or an integral part of the family. No garage or other out-building shall be built or placed on any lot unless the same is done at the same time or after the construction of the main residence.

SECTION 2. LIVING AREA REQUIREMENTS. The interior living area of the residential structure (exclusive of porches, decking, terraces, patios, driveways or living quarters for bona fide domestic servants and garages) satisfying the minimum elevation requirements of sixteen feet (16') above Mean Sea Level (M.S.L.) for Lots one (1) through fourteen (14) in Block one (1), Lots one (1) through ten (10) in Block two (2), and Lots one (1), two (2) and three (3) in Block five (5) shall contain not less than two thousand eight hundred (2,800) square feet, and such residential structures for Lots one (1) through nine (9) in Block three (3), Lots one (1) through eleven (11) in Block four (4) and Lots four (4) through fifteen (15) in Block five (5) shall contain not less than three thousand (3,000) square feet. Building Area, exclusive of outdoor swimming pool and outdoor tennis courts, shall not exceed twenty-five percent (25%) of the lot area. Any area on the ground level shall be constructed in compliance with all federal, state and local regulations and standards. No area below the minimum elevation requirements may be used or occupied for habitable purposes.

SECTION 3. MINIMUM ELEVATION. The building placed or erected on any lot for use and occupancy as a dwelling shall be constructed in compliance with all federal, state, and local regulations and standards, and satisfy all mandatory minimum elevation requirements as to the interior living area of the residential structure. Provided, however, in no event shall the elevation of the interior living area of the residential structure (exclusive of porches and decking), measured to the top of the lowest interior living area floor, be less than sixteen feet (16') above Mean Sea Level (M.S.L.).

SECTION 4. LOCATION OF RESIDENCE. All setback lines and easements are recorded on the final plat. The Architectural Control Committee has the authority to require that all improvements on lots be staked out and that such siting be approved by the Architectural Control Committee before any tree cutting is done or any construction site work is begun. No building shall be located on any lot nearer to the bulkhead, bank, or shoreline of any canal, waterway, or other body of water adjoining a lot, than the minimum building setback line shown on the recorded plat. Unless otherwise approved by the Committee in writing, all residences, especially those on corner lots, shall face the street on which they front. Detached garages must be a minimum of sixty-five feet (65') from the front property line with minimal visibility from the road and screened with walls or landscaping as may be required by the Architectural Control Committee.

SECTION 5. TYPE OF CONSTRUCTION. Unless otherwise approved by the Committee, at least seventy-five percent (75%) of the exterior wall area of all residences, excluding detached garages, gables, and door openings, must be of masonry construction. "Masonry", as used herein, shall include brick, brick veneer, stone, stone veneer, glass, stucco, concrete, weather-proofed plaster, or other masonry type construction, or combination thereof. The remaining area shall be of wood shake, vertical grain wood siding, vinyl siding or hardboard. Stucco may be used with approval of the Architectural Control Committee, who also has the right to require that the stucco be painted. Brick shall be domestic, hard-fired modular brick. "Old brick" may be used with approval of the Architectural Control Committee. Yellow or orange brick may not be used except where permission is given in writing by the Committee. Mexican brick may not be used without written approval by the Committee. All mortar joints shall be tooled, and "slump" joints are not acceptable. Mortar color shall be selected to complement brick color. No black mortar shall be used. No garage or accessory building shall exceed in height the dwelling to which it is appurtenant without the written consent of the Committee. Every garage and permitted accessory building (except a greenhouse) shall correspond in style and architecture with the dwelling to which it is appurtenant. Greenhouses must be approved by the Committee. No structure of any kind or character which incorporates wood construction on the exterior shall be erected on any lot unless such structure receives at least two (2) coats of paint, stain or finish at the time of construction (and is therefore maintained), unless the exterior is of redwood, cedar or other material, which also may require treatment, approved by the Committee in writing. Any light-colored exterior surfaces must be maintained so that mold, mildew, soil or other discolorations, especially of the lowest few vertical feet of the exterior, does not remain discolored. Failure to maintain will be enforced under Section 28 of Article VII of this Declaration.

SECTION 6. WATERFRONT IMPROVEMENTS. No pier, deck, boat slip, or other similar structure shall be placed or erected on the waterfront which extends more than thirty feet (30') from the bulkhead of the waterfront as shown on the recorded final Replat of Taylor Lake Estates, measured from the center line of the bulkhead

adjacent to or adjoining such pier, deck, boat slip or other similar structure. No boathouses or other walled and/or roofed structures may be placed or erected on or over a boat slip. Only one "recreational" boating craft may be stored in a private boat slip owned by or in the possession of the owner. No commercial craft shall be allowed in or at any pier on private boat slip areas or launched from the boat ramp. Each of Lots four (4) through fifteen (15) in Block five (5) shall own the use of one (1) boat slip located in the canal. No owner shall be allowed to place or erect any boat slip, pier, dock, or other similar structure in any body of water within the boundaries of the waterfront property line of said lot adjacent to such body of water unless approved by the Architectural Control Committee. Provided, however, the Committee shall have the authority to approve alternate locations for such structures within the canals. No boating craft shall be docked in any private boat slip or canal or from piers of the Boat Ramp Area if such craft extends beyond the end of the boat slip or pier into the canal. Only hoisting devices as described in the Architectural Control Standards Supplement will be allowed.

Subject to the restrictions herein set forth, the location, size, dimensions, design, construction materials, and other characteristics of such improvements relative to the purpose hereof of promoting the utilization, protection, safety and uniformity of the properties, shall be subject to the approval of the Architectural Control Committee.

SECTION 7. DRIVEWAYS. On each lot, the Builder shall construct, during the construction of the slab, and the owner shall maintain at owner's expense, the driveway from the garage to the abutting street, which may be the street on which the residence fronts or the side street, including the portion of the driveway in the street easement, and the Builder or owner shall repair at their own expense any damage occasioned by connecting the driveway to the street. Notwithstanding the foregoing, the driveway serving Lot one (1) in Block one (1), and Lot one (1) in Block three (3), shall be connected only to the street on which the lot fronts. Driveways off of the subdivision entry way are prohibited. All driveways shall be reinforced aggregate concrete or an optional but acceptable surfacing (brick, texture, or Bomanite). Asphalt paving is not acceptable. No motor courts are allowed to minimize the effects of excess pavement and view of Recreational Vehicles and the like from the street.

SECTION 8. BULKHEADS. As used in this Declaration, the term "bulkhead" shall mean the vertical retaining wall for erosion control installed along the waterfront lots. Notwithstanding the foregoing, the bulkhead shall be constructed uniformly along with the waterfront lots, and shall take such form or shape and be constructed of such materials as shall be acceptable to the Architectural Control Committee and all governmental agencies having jurisdiction over the area. The bulkheads located on the lots and properties have been placed and constructed thereon for the purposes of creating, preserving and defining the boundaries of the canals, waterways, and other bodies of water and developing, protecting and defining the waterfront boundaries of the lots, all respectively being situated in, on, about, adjacent to or forming a part of the Subdivision. The bulkheads, piers and private canals are part of and appurtenant to the lots of the Subdivision to which they are adjoined or attached. Each owner shall maintain or replace the bulkheads, piers and canals to the same standards as installed in the original development. Replacements must meet the approval of all necessary agencies and the Architectural Control Committee. An affirmative duty is imposed upon each owner, for himself, his family members, his tenants, and his contract purchasers who reside upon the property, and for each of their guests and invitees on the property, to maintain a clean and safe area in, on and around the bulkhead on his lot, to neither damage nor harm the bulkhead through intentional misuse, neglect, negligence or construction to, on or around the bulkhead and not to cut, split, divide, separate or detach any part of the bulkhead in any manner.

SECTION 9. ROOF MATERIAL. Roofs may take a variety of forms; gabled and hipped roofs are preferable. Mansard roofs and other types

of "exotic" roof forms may not be used unless by special written consent of the Architectural Control Committee. Roof materials may be standing seam metal (factory finished steel, MIN264A tarne metal or copper), metal shingles, marble, clay tile, slate, or a minimum 300 pound composition, fiberglass or asphalt, shingles in a black blend or dark brown color range. Any fiberglass or asphalt shingle roofs should have a covered valley, unless an uncovered valley is approved by the Committee. Wood shingles, unless fire-retardant treated, are not allowable. The minimum allowable roof pitch shall be 4 in 12, except where a roof garden or deck is called for. Shed type roofs are prohibited.

SECTION 10. FENCES. No fence or wall shall be erected on any lot nearer to the street than the building setback lines as shown on the Subdivision Plat. The erection of chain link fence is prohibited. All fences shall be masonry, masonry and wrought iron, wrought iron, or masonry and wood, built in accordance with the Architectural Control Supplement, and shall strictly conform with plans therefore provided by the Committee as the size, shape, color, and height, and shall be consistent in appearance with those used on the boundary of the Subdivision with the exception of height. Maximum height for the perimeter fence shall be seven feet (7'), except for the entrance to the Subdivision, which shall be eleven feet (11'). Maximum fence height for all lots except Lots four (4) through fifteen (15) in Block five (5) shall be seven feet (7'), except for decorative flares on the fence which are approved in writing by the Committee. Maximum fence height limitations for Lots four (4) through fifteen (15) in Block five for that portion of any fence between the front building line and the rear of the residence shall be seven feet (7'), except for decorative flares on the fence which are approved in writing by the Committee; and for that portion of the fence between the rear of the residence and the back building line, the maximum height shall be four feet (4'). All fencing on Lots four (4) through fifteen (15) in Block five (5) between the rear of the residence and the back building line shall be only wrought iron or a wrought iron and masonry combination. Notwithstanding the foregoing, brick columns may be up to twelve inches (12") higher than the maximum fence height for the particular area. All hedgerows or shrubs serving the same purpose as fences shall conform to height limitations for fences.

SECTION 11. GRASS, SHRUBBERY AND FENCING. The owner of each lot as a part of construction thereon shall sod, spot sod or sprig, with Hybrid St. Augustine or other approved grass, the area between the front of the residence (and also the side of the residence if a corner lot) and the curb line of the abutting street(s) unless otherwise approved by the Committee. Before and after construction, all lots shall be kept at all times in a sanitary, healthful and attractive condition, and the owner or occupant of all lots shall keep all weeds and grass thereon cut. Dead or damaged trees on each lot shall be promptly removed or repaired by the owner thereof upon written request from the Association. The Committee or Association, without liability to the owners, may cause such trees to be repaired or removed at owner's expense if owner fails to do so upon written request. Declarant may designate fill areas into which materials specified by Declarant may be placed with approval of the Committee. The Committee may require plants or other screening devices around boxes, transformers and other above-ground utility equipment. The owners of any residence on Lots one (1) through eleven (11) of Block one (1) and Lots one (1) and two (2) in Block three (3) shall maintain the boundary landscaping on their lot according to the original intent of the Declarant. The Association shall maintain any landscaping placed on any public right-of-way adjacent to the subdivision by Declarant or the Association. The Association shall have the right to enter upon the lots to plant, install, maintain and replace such shrubbery or other screening devices if the owner fails to do so, which shall constitute an obligation secured by a lien on said lot in the same manner as provided in Section 28 of Article VII.

SECTION 12. SIGNS. No signs, billboards, posters or advertising devices of any kind shall be permitted on any lot without the prior written consent of the Committee. Consent may be granted when advertising the property for sale or advertising the property during construction. Such signs shall be in accordance with the laws of the City of Taylor Lake Village. The Declarant and the Association shall have the right to erect identifying signs at the entrance to and within the Subdivision.

SECTION 13. SIDEWALKS. Sidewalks shall be constructed in all adjacent street rights of way at the owner's or Builder's expense at the same time the residence is constructed, or prior to the completion of the residence. The sidewalks shall extend the full width of the lot. On corner lots, the sidewalk shall extend the full width and depth of the lot and up to the street curb at the corner. Sidewalks shall be of reinforced aggregate concrete construction and size and location with respect to property lines shall be in accordance with specifications presented by said Committee or specifications of the City of Taylor Lake Village.

SECTION 14. MINIMUM LOT SIZE IN RELATION TO RESIDENCE. No residence shall be erected on any lot or combination of lots having a lot width at the front of the lot less than the shortest lot width at the front of any lot as shown on the Subdivision Plat; and no residence shall be erected on any lot or combination of lots having a lot area less than twelve thousand (12,000) square feet.

SECTION 15. MAILBOXES AND ADDRESS NUMBERS. Mailboxes and similar installations in the Subdivision must be harmonious with its overall character and aesthetics, and must conform to the guidelines of the Architectural Control Committee. Address numbers shall be displayed in a standard design created by the Architectural Control Committee.

SECTION 16. PRIVATE UTILITY LINES. All electrical, telephone and other utility lines and facilities which are located on a lot and are not owned by a governmental entity or a public utility company shall be installed in underground conduits or other underground facilities unless otherwise approved in writing by the Committee.

SECTION 17. FOUNDATIONS. Foundations shall be raised pier and beam type, with a minimum of 1.5 bell bottom piers drilled and poured per each 100 square feet of living area. Spacing, diameter, and depth of piers along with detailed drawing of beam construction with specifications listing quantity, type, grades and placement of material to be used in the foundation, shall be subject to the approval of the Architectural Control Committee. Detached garage foundations will be subject to review on an individual basis, depending upon their location on the affected lot.

SECTION 18. GRADING. No lot shall be graded to shed water on any adjacent property. No soil shall be removed without written approval of the Committee. No soil shall be added at a rate exceeding two inches (2") per year which would change the grade or elevation of the lot, so as not to damage root systems of trees, without written approval of the Committee.

SECTION 19. VISUAL APPEARANCE. Any part of a residence which abuts a waterway or any street shall have an appearance as attractive as that of the front of the residence. This applies to Lots one (1) through eleven (11) of Block one (1); Lot ten (10) of Block two (2); Lots one (1), two (2), and eight (8) of Block three (3); Lots one (1), four (4) and eleven (11) of Block four (4); and Lots four (4) through fifteen (15) of Block five (5).

SECTION 20. CHIMNEYS. All fireplace chimneys shall be of brick or stone, of traditional design.

SECTION 21. TEMPORARY BUILDINGS. Temporary buildings or structures shall not be permitted on any lot, with the following exception: Declarant may permit temporary toilet facilities, sales and construction offices and storage areas to be used in connection with the construction and sale of residences. Builders in the Subdivision may use garages as sales offices for the time during which such Builders are marketing homes within the Subdivision. At the time of the sale of a residence by a Builder, any garage appurtenant to such residence used for sales purposes must have been reconverted to a garage.

SECTION 22. TRAFFIC SIGHT AREAS. No fences, shrubs, or other obstructions shall be allowed on corner lots to impair proper safety of sight.

SECTION 23. WATERFRONT LOT REQUIREMENTS. No improvements to a waterfront lot, such as recreational equipment, screen, or a pool for swimming or other purposes, shall be located between the bulkhead and the back building line as recorded on the Replat of Taylor Lake Estates. Hybrid St. Augustine or other approved grasses shall be planted on any land, including the bulkhead, throughout the lot. No fencing shall be allowed within the back or waterfront property line and the back building setback line as recorded on the final Replat of Taylor Lake Estates. No improvements shall be allowed between the back building setback line and the back or waterfront property line without written permission from the Committee. Any improvements to lots four (4) through fifteen (15) in Block five (5), such as swimming pools, hot tubs, spas and the like which are built on the ground or below the minimum elevation requirement set out in Article VII, Sections 2 and 3, are required to have an approved pumping device adequate to remove the water or other material to be discharged from the particular improvement. Gravity discharge from such improvements will not be permitted.

SECTION 24. MISCELLANEOUS. Each kitchen in each residence shall be equipped with a garbage disposal unit in a serviceable condition. There shall be no decorative appurtenances placed on front lawns or wherever visible from the street including, but not limited to, sculptures, bird baths, birdhouses, fountains or other decorative embellishments, unless such specific items have been approved in writing by the Architectural Control Committee.

SECTION 25. LAWN SPRINKLER SYSTEMS. Lawn sprinkler systems are recommended, but design must be submitted for approval by the Committee. Lawn sprinkler systems must be installed in such a manner that they do not destroy the root systems of a major tree or trees.

SECTION 26. GAS WATER HEATING AND GAS CENTRAL COMFORT HEATING REQUIREMENTS. Each single-family house or dwelling unit (hereinafter called "house") completed in this Subdivision is required to contain, as a minimum, both gas water heating and gas central comfort heating appliances, or the owner thereof shall pay to Entex, Inc. the non-utilization charge set out below. The owner of any house completed in this Subdivision that does not utilize both gas water heating and gas central comfort heating appliances, shall pay to Entex, Inc. a non-utilization of gas facilities charge of Three Hundred Dollars (\$300.00) (hereinafter called "non-utilization charge") for each such non-utilizing house. The homeowner recognizes that this non-utilization charge is paid and the obligations of this agreement are incurred in lieu of a contribution in aid of construction that would otherwise be required. The non-utilization charge is due and payable thirty (30) days following the date of completion of each non-utilizing house in the Subdivision, and if not paid when due, the non-utilization charge shall bear interest at the highest non-usurious rate permitted by law; or if no such limitation is imposed, then at the rate of eighteen percent (18%) per annum from thirty (30) days after the due date until paid. For the purposes of this agreement, a house shall be deemed completed upon the installation of both the comfort heating and water heating appliances. If this non-utilization charge is not paid, thereby requiring Entex, Inc. to file suit against homeowner to enforce any provision of this non-utilization requirement, the homeowner will be required to reimburse Entex, Inc. for expenses incurred in connection with such suit, including Court costs and reasonable Attorney's fees.

SECTION 27. FRAMING. All framing and structural related material, such as grades, types, design and patterns, including spacing and placement of subject materials, will be submitted to the Architectural Control Committee for approval.

SECTION 28. ENFORCEMENT OF ARCHITECTURAL CONTROL STANDARDS AND ARCHITECTURAL RESTRICTIONS. In the event of a violation of any covenant herein by any owner, or his Builder, or occupant of any lot, and the continuance of such violation after ten (10) days' written notice thereof, which in the opinion of the Committee or the Association is detrimental to the enjoyment of the adjoining property or is unattractive or is a health or safety hazard, the necessity for repairing or painting improvements, or the doing of all other things necessary or desirable, in the opinion of the Committee or the Association, consistent with the Restrictions, or in the event the owner or occupant has not proceeded with due diligence to commence and thereafter complete appropriate repairs and maintenance to improvements after such notice, the Committee and the Association, or either one of them, shall have the right (but not the obligation) to repair, maintain, and restore the lot and the exterior of the residence and any other improvement located thereon. To the extent necessary to prevent or to remedy rodent or insect infestation, diminish fire hazards or otherwise accomplish any of the above needed repairs, maintenance and restoration, the Committee or the Association shall have the right, through its representatives, to enter any residence or improvements located upon such lot and may within its discretion remedy the same, rendering a statement to the owner of such lot who shall be liable to the Committee or the Association for the cost of work with respect thereto, together with interest thereon from thirty (30) days after the due date until paid at the highest non-usurious rate permitted by law, or if no such limitation is imposed, then at the rate of eighteen percent per annum and reasonable Attorney's fees for the collection thereof; regardless of whether suit is instituted. The owner agrees by the purchase of the lot to pay such statement immediately within thirty (30) days from notice thereof. If such owner shall fail to reimburse the Declarant, Committee, or Association within thirty (30) days after receipt of a statement for such work, then the amount of such charge shall constitute a lien on the residence and lot on which the work was performed. Such lien on the residence and lot on which the work was performed shall be enforceable as any other assessment lien as provided in this Declaration. The Declarant, Committee, and Association, and their representatives, shall not be liable, and are hereby expressly relieved from any liability, for the performance of the foregoing.

ARTICLE VIII.
EASEMENTS

SECTION 1. EXISTING EASEMENTS. The Subdivision Plat dedicates for use as such, subject to the limitations set forth therein, certain streets and easements shown thereon, and the Subdivision Plat also establishes dedications, limitations, reservations and restrictions applicable to the lots. All dedications, limitations, restrictions and reservations shown on the Subdivision Plat and all grants and dedications of easements and related rights heretofore made by Declarant and Declarant's predecessors in title affecting the lots are incorporated herein by reference and made a part of this Declaration for all purposes, as if fully set forth 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 and each owner conveying any part of the lots.

SECTION 2. CHANGES AND ADDITIONS. Declarant reserves the right to make changes in and additions to the above easements for the purpose of most efficiently and economically installing improvements. Further, Declarant reserves the right, without the necessity of the joinder of any owner or other person or entity, to grant, dedicate, reserve or otherwise create, at any time or from

time to time, easements for public utility purposes (including, without limitation, gas, electric, telephone, cable television, security and drainage) in favor of any person or entity furnishing or contracting to furnish utility services to any of the lots or the Subdivision as a whole, along and on either or both sides of any side lot line, as well as along the back lot line, which such easements shall have a maximum width as set out in the plat or in the document granting the easement.

SECTION 3. INSTALLATION AND MAINTENANCE. There is hereby created a blanket easement upon, across, over and under all of the property within the subdivision for ingress and egress in connection with installing, replacing, repairing and maintaining all utilities including, but not limited to, water, storm and sanitary sewer, telephones, electricity, cable television, security, gas and appurtenances thereto. Also, there is hereby created a blanket easement upon, across, over and under all of the property within the Subdivision for ingress and egress for the purpose of maintaining building exteriors and landscapes, shrubs and grass. By virtue of this easement, it shall be expressly permissible for the utility companies and other entities supplying service to install, affix, and maintain pipes, wires, conduits, service lines, or other utility facilities or appurtenances thereto, on, above, across, and under the lots within the utility easements from time to time existing and from service lines situated within such easements to the point of service to any structure. Notwithstanding the provisions in this paragraph, no sewer, electrical lines, water lines, or other utilities or appurtenances thereto may be installed or relocated on the lots until approved by Declarant or the Association's Board of Directors; provided that no approval of any owner other than Declarant shall be required. The utility companies furnishing service shall have the right to remove all trees situated within the utility easements shown on the Subdivision Plat or herein granted, and to trim overhanging trees and shrubs located on portions of the lot abutting such easements. No easement may be utilized by any person, entity or company to provide service to any area outside of the subdivision.

SECTION 4. EMERGENCY AND SERVICE VEHICLES. An easement is hereby granted to all police, fire protection, ambulance and other emergency vehicles, and to garbage and trash collection in the performance of their duties. Further, an easement is hereby granted to Declarant, the Committee and the Association, and their respective officers, agents, employees and management personnel to enter the lots to inspect and render any lawful service.

ARTICLE IX. GENERAL PROVISIONS

SECTION 1. NO WAIVER. The Declarant, Association, Committee and any owner shall have the right to enforce, by any proceeding at law or in equity, the covenants, conditions and restrictions contained herein. Failure by any such party to enforce any of the provisions herein contained shall in no event be deemed a waiver of the right to do so thereafter.

SECTION 2. DURATION. These covenants shall run with the land and shall be binding upon all parties and all persons claiming under them for a period of thirty (30) years from the date these covenants are recorded, after which time said covenants shall be automatically extended for successive periods of ten (10) years each, unless an instrument signed by a two-thirds (2/3) majority of the then owners of the lots has been recorded, agreeing to change or terminate the covenants herein, in whole or in part, prior to the respective renewal period and filed for record in the Office of the County Clerk of Harris County, Texas.

SECTION 3. SEVERABILITY. Invalidation of any one of these covenants by judgment or other Court order shall in no way affect any other provisions, which shall remain in full force and effect, except as to any terms and provisions which are invalidated.

SECTION 4. GENDER AND GRAMMAR. The singular, wherever used herein, shall be construed to mean or include the plural when applicable, and the necessary grammatical changes required to the provisions hereof apply either to corporations (or other entities) or individuals, male or female, and shall in all cases be assumed as though in each case fully expressed.

SECTION 5. TITLES. The titles of this Declaration 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.

SECTION 6. AMENDMENT. This Declaration may be amended by an instrument executed by the owners of two-thirds (2/3) of the lots.

SECTION 7. EXECUTION BY THE ASSOCIATION. The Association, by joining in the execution hereof, agrees to be bound by all of the terms and provisions of this Declaration.

SECTION 8. ENFORCEMENT. The terms and provisions of this Declaration shall run with and bind the land in Taylor Lake Estates, and shall inure to the benefit of and be enforceable by Declarant, the Association, the Committee, and the owner of any lot, and by their respective legal representatives, heirs, successors and assigns, if qualifying as an owner pursuant to Section 2) of Article I. This Declaration may be enforced in any proceeding at law or in equity against any person or entity violating or threatening to violate any provision hereof, to enjoin or restrain violation or to recover damages, and against the property to enforce any lien created by this Declaration, and failure of Declarant, the Association, and Committee or any owner to enforce any term or provision of this Declaration shall never be deemed a waiver of the right to do so thereafter.

SECTION 9. INCORPORATION. The terms and provisions of this Declaration shall be construed as being adopted in each and every contract, deed or conveyance hereafter executed by Declarant conveying all or any part of the land in the Subdivision, whether or not referred to herein, and all estates conveyed therein and warranties of title contained therein shall be subject to the terms and provisions of this Declaration.

SECTION 10. LIABILITY. Notwithstanding anything to the contrary, neither Declarant, the Committee or the Association, or any person acting on their behalf with regard to the matters set forth in this instrument including, but not limited to, the Board of Directors of the Association, any of their Committee members or any person engaged by them to act hereunder, as well as their successors and assigns, shall have any liability hereunder to any third party, including the owners, with respect to any act of commission or omission except for gross negligence or willful fraud. To the fullest extent permitted by law, each owner and every person claiming by, through, or under them, waives rights of subrogation with respect to any policy of insurance to the fullest extent permitted by law, but only to the extent that the same does not invalidate the applicable insurance policy, such subrogation rights being waived as against Declarant, the Committee and the Association, or any person acting on their behalf with regard to

the matters set forth in this instrument including, but not limited to, the Board of Directors of the Association, any of their Committee members or any person engaged by them to act hereunder, as well as their respective successors and assigns.

SECTION 11. NOTICES. Any notice to any member or owner under the provisions of this Declaration shall be deemed to have been properly given when hand delivered or mailed, postpaid to the last known address of the person who appears as a member or owner on the records of the Association at the time of such notice.

SECTION 12. INTERPRETATION. If this Declaration or any word, clause, sentence, paragraph or other part thereof shall be susceptible to more than one or conflicting interpretations, the interpretation which is most nearly in accordance with the general purposes and objectives of this Declaration shall govern.

SECTION 13. OMISSIONS. If any punctuation, word, clause, sentence or provision necessary to give meaning, validity, or effect to any other word, clause, sentence, or provision appearing in this Declaration shall be omitted herefrom, then it is hereby declared that such omission was unintentional and that the omitted punctuation, word, clause, sentence or provision shall be supplied by inference.

SECTION 14. AMENDMENTS BY DECLARANT. The Declarant shall have, and reserves the right at any time and from time to time, without the joinder by or consent of any other party, to amend this Declaration by any instrument in writing duly signed, acknowledged and filed for record only for the purpose of correcting any typographical or grammatical error, ambiguity or inconsistency appearing herein, provided that any such amendment shall be consistent with and in furtherance of the general plan and scheme of development as evidenced by this Declaration and shall not impair or affect the vested property or other rights of any owner or such owner's mortgagee.

ARTICLE X.
ANNEXATION AND ADDITIONS

SECTION 1. ANNEXATION WITHOUT CONSENT OF CLASS "A" MEMBERSHIP. As the owner thereof, or if not the owner, with the consent of the owner thereof, Declarant shall have the unilateral right, privilege and option, from time to time at any time until thirty (30) years from the date this Declaration is recorded in Harris County, Texas, to subject to the provisions of this Declaration and the jurisdiction of the Association, whether in fee simple or leasehold, by filing in the Harris County Real Property Records, a supplemental amendment annexing such property. Such supplemental amendment to this Declaration shall not require the vote of members or approval by any person. Any such annexation shall be effective upon the filing for record of such supplemental amendment, unless otherwise provided therein.

Declarant shall have the unilateral right to transfer to any other person the said right, privilege, and option to annex additional property which is herein reserved to Declarant, provided that such transferee or assignee shall be the developer of at least a portion of said real property.

SECTION 2. ANNEXATION WITH APPROVAL OF CLASS "A" MEMBERSHIP. Subject to the written consent of the owner thereof, upon the written consent of affirmative vote of a majority of the number of the Class "A" votes of the Association present or represented by proxy at a meeting duly called for such purpose, the

Association may annex real property, and following the expiration of the right in Section 1 hereof, to the provisions of this Declaration and the jurisdiction of the Association by filing for record in the Harris County Real Property Records, a supplemental amendment in respect to the property being annexed. Any such supplemental amendment shall be signed by the President and the Secretary of the Association, and any such annexation shall be effective upon filing, unless otherwise provided therein. The time within which and the manner in which notice of any such meeting of the Class "A" members of the Association, called for the purpose of determining whether additional property shall be annexed, and the quorum required for the transaction of business at any such meeting, shall be as specified in the By-Laws of the Association for regular or special meetings, as the case may be.

SECTION 3. ADDITIONS BY DECLARANT. The Declarant, his successors and assigns, shall have the right to bring within the scheme of this Declaration additional properties in future stages of the development (including, without limitation, subsequent sections of Taylor Lake Estates).

SECTION 4. MERGERS. Upon a merger or consolidation of the Association with another association, the Association's properties, rights and obligations may be transferred to another surviving or consolidated association or, alternatively, the properties, rights and obligations of another association may be added to the properties, rights and obligations of the Association as a surviving corporation pursuant to a merger. The surviving or consolidated association shall administer the covenants and restrictions applicable to the properties of the other association as one scheme. No such merger or consolidation, however, shall affect any revocation, change or addition to the covenants established by this Declaration or any Supplemental Declaration.

SECTION 5. OTHER ASSOCIATION PRIVILEGES. The Declarant or the Board of Directors of the Association may negotiate and contract in the name of the Taylor Lake Estates Homeowners Association, Inc. for the use of properties or facilities of other Associations or Subdivisions including, but not limited to, swimming pools and tennis courts. All members shall abide by any such contract, and the rules and regulations of that Association or Subdivision as they relate to the properties or facilities to be used. Said contract shall not affect any revocation, change, or addition to the covenants established by this Declaration or any Supplemental Declaration.

IN WITNESS WHEREOF, this Declaration is executed as of the 27th day of March, 1985.

DECLARANT:
RUNDLE DEVELOPMENT, INC.

ASSOCIATION:
TAYLOR LAKE ESTATES
HOMEOWNERS ASSOCIATION, INC.

By: Marion M. Rundell
Marion M. Rundell, President

By: Linda Rundell
Linda Rundell, President

CONSTRUCTION REALTY AND DEVELOPMENT,
INC.

By: Al J. Zeller
Al J. Zeller, President

RATIFICATION BY LIENHOLDERS

Mainland Savings Association, a State Savings and Loan Association, the owner and holder of a lien or liens of record in the Real Property Records of Harris County, Texas under Clerk's File No. H-772123, covering all or any part of the Subdivision, has executed this Declaration to evidence its joinder in, consent to, and ratification of this Declaration, and do hereby subordinate our interest in said property to the purposes and effects of this Declaration.

LIENHOLDER:

MAINLAND SAVINGS ASSOCIATION

By: *Joseph J. Dumesnil*
Joseph J. Dumesnil
Executive Vice-President

DATE: 3/5/85, 1985

RATIFICATION BY LIENHOLDERS

InterFirst Bank - Nassau Bay, a National Banking Association, the owner and holder of a lien or liens of record in the Real Property Records of Harris County, Texas under Clerk's File No. J-684326, covering all or any part of the Subdivision, has executed this Declaration to evidence its joinder in, consent to, and ratification of this Declaration and do hereby subordinate our interest in said property to the purposes and effects of this Declaration.

LIENHOLDER:

INTERFIRST BANK - NASSAU BAY

By: *Robert K. Scott*
Robert K. Scott
President

DATE: 3-7-85, 1985

APR 9 10 55 AM '85

Cliff G. Beckwith
CLERK OF COURTS
HARRIS COUNTY, TEXAS

THE STATE OF TEXAS §
§
COUNTY OF HARRIS §

This instrument was acknowledged before me this 27 day of March, 1985, by Marion M. Rundell, President of Rundell Development, Inc., a Texas Corporation, on behalf of said Corporation.

Betty Hart
Notary Public in and for
The State of Texas

BETTY HART
Notary Public, State of Texas
My Commission Expires January 21, 1989
Qualified by Local Agency, Lawyers Surety Corp.

THE STATE OF TEXAS §
§
COUNTY OF HARRIS §

This instrument was acknowledged before me this 29 day of March, 1985, by Linda Rundell, President of Taylor Lake Homeowners Association, Inc., a Texas Corporation, on behalf of said Corporation.

Betty Hart
Notary Public in and for
The State of Texas

BETTY HART
Notary Public, State of Texas
My Commission Expires January 21, 1989
Qualified by Local Agency, Lawyers Surety Corp.

THE STATE OF TEXAS §
§
COUNTY OF HARRIS §

This instrument was acknowledged before me this 22nd day of March, 1985, by Al J. Keller, President of Construction Realty and Development, Inc., a Texas Corporation, on behalf of said Corporation.

Margie A. Kwasznica
Notary Public in and for
The State of Texas

MARGIE A. KWASZNICA
Notary Public in and for the State of Texas
My Commission Expires July 5, 1985

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 blockouts, additions and changes were present at the time the instrument was filed and recorded.

011-73-1387

THE STATE OF TEXAS §
§
COUNTY OF HARRIS §

This instrument was acknowledged before me this 5 day of March, 1985, by Joseph J. Dumesnil, Executive Vice-President of Mainland Savings Association, a State Savings and Loan Association, on behalf of said Association.

Expires 5/12/86

Robert R. Anderson

Notary Public in and for
The State of Texas

THE STATE OF TEXAS §
§
COUNTY OF HARRIS §

This instrument was acknowledged before me this 27 day of March, 1985, by Robert K. Scott, President of Interfirst Bank - Nassau Bay, a National Banking Association, on behalf of said Association.

Expires 6/13/81

Nancy Rivers

Notary Public in and for
The State of Texas

STATE OF TEXAS
COUNTY OF HARRIS
I hereby certify that this instrument was FILED in the Public Records on the date and at the time specified herein by me and was duly RECORDED in the Official Public Records of Real Property of Harris County, Texas on

APR 9 1985



John L. Anderson
COUNTY CLERK,
HARRIS COUNTY, TEXAS