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AMENDMENTS TO RESTRICTIONS AND COVENANTS  
GOVERNING PROPERTY AND LOTS IN  
TEXAS NATIONAL SUBDIVISION, AN ADDITION IN  
MONTGOMERY COUNTY, TEXAS  
SECTIONS 1 THROUGH 9 AND  
COUNTRY CLUB HOMES SECTION

RECITALS

By the terms of an Assignment of Rights dated February 28, 1996, recorded as 9615249 in the official Public Records of Real Property of Montgomery County, Texas, Texas National Development, Inc. assigned to Merlin Lester, Trustee all of its rights and interest it had under the terms of those instruments described as Exhibit "A" attached thereto and incorporated herein.

By the terms of an Assignment of Rights dated September 9, 1997 Merlin Lester, Trustee assigned to TN BUILDERS, INC. those same rights and interest.

The Restrictions and Covenants have been previously amended as follows:

AMENDMENTS TO RESTRICTIONS AND COVENANTS recorded as Document No. 8217744 in the Official Public Records of Real Property of Montgomery County, Texas, applicable to Sections 1, 2, 3, 5, 6, 7, 8 and 9;

AMENDMENTS TO RESTRICTIONS AND COVENANTS recorded as Document No. 8217745 in the Official Public Records of Real Property of Montgomery County, Texas, applicable to Section Country Club Homes;

AMENDMENTS TO RESTRICTIONS AND COVENANTS recorded as Document No. 8217746 in the Official Public Records of Real Property of Montgomery County, Texas, applicable to Section 4;

AMENDMENTS TO RESTRICTIONS AND COVENANTS recorded as Document No. 9760036 in the Official Public Records of Real Property of Montgomery County, Texas, applicable to Sections 1 through 9 and Country Club Homes Section;

AMENDMENTS TO RESTRICTIONS AND COVENANTS dated December 27, 2001 and recorded as Document No. 995-00-2188, in the Official Public Records of Real Property of Montgomery County, Texas, applicable to Sections 1 through 9 and Country Club Homes Section (the "2001 Amendments"); and

AMENDMENTS TO RESTRICTIONS AND COVENANTS dated December 8, 2011 and recorded as Document No. 2011109797, in the Official Public Records of Real Property of Montgomery County, Texas, applicable to Sections 1 through 9 and Country Club Homes Section (the "2011 Amendments"),

collectively referred to herein as the "Amended Restrictions and Covenants."

B.

"Lot" or "Lots" shall mean and refer to each of the lots shown upon the subdivision plats. "Lot" shall not refer to any area designated as a Reserve.

C.

"Owner" shall mean and refer to the record owner, his heirs and assigns, or the purchaser of any lot, his heirs and assigns, of the fee simple title to any lot, but, notwithstanding any theory of the mortgage, shall not mean or refer to any mortgagee unless and until such mortgagee has acquired title pursuant to foreclosure or any proceeding in lieu of foreclosure.

D.

"Subdivision plats" shall mean and refer to the respective maps or plats of TEXAS NATIONAL SUBDIVISION, Sections 1, 2, 3, 4, 5, 6, 7, 8, 9 and Country Club Homes recorded in the map records of Montgomery County, Texas.

E.

"Association" shall mean and refer to TEXAS NATIONAL PROPERTY OWNERS ASSOCIATION, a non-profit corporation which has been incorporated as herein provided, its successors and assigns.

F.

"Common property" shall mean and refer to the entrance, the esplanade on TEXAS NATIONAL Boulevard, and all areas in any Sections that are designated as common areas on the plats.

H.

#### GENERAL LAND USE

All Lots in TEXAS NATIONAL SUBDIVISION, Sections 1, 2, 3, 4, 5, 6, 7, 8, 9 and Country Club Homes are hereby designated to be used for residential purposes only. Reserve A, Section 3; Reserve A, B, and C, Section 4; Reserve A, Section 5; Reserves A & B, Section 6; Reserve A, Section 8; and Reserve A, Section 9 and all common areas shall be excepted from and not governed by these Restrictions.

No piers or construction of any kind will be permitted to intrude into the water of the lakes or creeks shown on the recorded plats, and no power boats of any kind, electric or otherwise, shall be permitted or used on said lakes.

III.

COVENANTS APPLYING TO RESIDENTIAL LOTS

1. LAND USE AND BUILDING TYPE:

No lots shall be used for any purpose except for single family residential purposes. The term "residential purposes" as used herein, excludes hospitals, clinics, apartment houses, duplex apartments, boarding houses, hotels and any other buildings used for commercial or professional purposes, whether from residences or otherwise, and all such commercial uses of the lots are expressly prohibited. No building shall be erected, altered, placed, or permitted to remain on any lot other than one single family dwelling, said dwelling not to exceed two stories in height with a private garage for not more than three cars and permitted accessory structures.

2. DESIGN REVIEW:

No building or other improvements shall be erected, placed or altered on any lot until the construction plans and specifications and a plan showing the location of the structure or improvements have been approved by the Design Review Committee as to use, quality of workmanship and materials, harmony of external design with existing structures, and as to location with respect to topography and finish grade elevation.

Texas National Property Owners Association reserves the right to remove any member from the committee at any time and to designate a successor to fill any vacancy. Texas National Property Owners Association further reserves the right to assign the authority it has under these Restrictions. Neither the members of the Committee nor its representatives shall be entitled to any compensation for services performed pursuant to this covenant. The herein granted powers and duties of the Design Review Committee shall cease and terminate on the 14th day of August, 2019, and the approval required by this paragraph shall devolve upon the Association, who shall thereafter exercise the same powers and duties granted herein to the Design Review Committee.

The Committee's approval or disapproval as required herein, shall be in writing. If the Committee, or its designated representatives, fails to give written approval or disapproval within thirty (30) days after plans and specifications have been submitted to it, or in any event, if no suit to enjoin the construction has been commenced prior to the completion of the improvements, approval will not be required and the related covenants shall be deemed to have been fully satisfied. The Design Review Committee, at its sole discretion, is hereby permitted to approve deviations in instances where, in its judgments, such deviation will result in a more commonly beneficial use. Such approval must be granted in writing.

3. DWELLING SIZE AND CONSTRUCTION:

Sections 1, 2, 3, 5, 6, 7, 8 & 9 - The livable area of each main single family residential structure, exclusive of open or screened porches, stoops, open terraces, decks, garages, or detached servant quarters shall not be less than 1600 square feet on all lots that do not adjoin or abut lakes and golf course and all such single family residential structures shall be not less than 1800 square feet on all lots that adjoin or abut lakes and the golf course. All residential

structures shall be upon concrete slab. No mobile homes or portable buildings of any kind shall be allowed.

Section 4 - The livable area of each main single family residential structure, exclusive of open or screened porches, stoops, open terraces, decks, garages, or detached servant quarters shall not be less than 900 square feet on all lots. All residential structures shall be upon concrete slab. No mobile homes or portable buildings of any kind shall be allowed.

Section Country Club Homes - The livable area of each main single family residential structure, exclusive of open or screened porches, stoops, open terraces, decks, garages, or detached servant quarters shall not be less than 1400 square feet on all lots. All residential structures shall be upon concrete slab. No mobile homes or portable buildings of any kind shall be allowed.

Only new construction materials (except for used brick) shall be used and utilized in constructing any structures situated on a lot.

All exterior construction of the primary residential structure, garage, porches, and any other appurtenances or appendages of every kind and character on any lot and all interior construction (including, but not limited to, all electrical outlets in place and functional, all plumbing fixtures installed and operational, all cabinet work completed, all interior wall, ceilings, and doors completed and covered by paint, wallpaper, paneling, or the like, and all floors covered by wood, carpet, tile or other similar floor covering) shall be completed not later than one (1) year following the commencement of construction. For the purposes hereof, the term "commencement of construction" shall be deemed to mean the date on which the plans are approved.

#### 4. BUILDING LOCATIONS:

Sections 1, 2, 3, 5, 6, 7, 8, & 9 - No building shall be located on any lot nearer to the front lot line or nearer to the side street lot line than the minimum building setback lines shown on the recorded plat. In any event, no building shall be located on any lot nearer than twenty (20) feet to the front lot line, nor nearer than ten (10) feet to any side street line, nor nearer than five (5) feet to the rear lot line, nor nearer than three (3) feet to any side lot line or building site line. All residences or other structures on lots which adjoin or abut lakes and the golf course shall be placed or erected not closer than twenty feet to the rear property line.

Section 4 - structures may be built on any lot with zero (0) side lot lines and be placed to the front and rear of lot lines without setback subject to the on lot parking requirements set forth herein.

Section Country Club Homes - No residences or other structures shall be placed or erected within three (3) feet of any side or interior lot line or building site line. Structures may be placed to the front and rear of lot lines without setback subject to the on lot parking requirements set forth herein.

Residential buildings on corner lots shall face the street upon which the lot fronts as shown by the recorded map of the subdivision. The front of the lot is defined as being the property line having the smallest dimension on a street. On certain irregular shaped lots, the facing of the residence is hereby declared to be under the supervision and control of the Design Review Committee named herein.

No fence, wall, deck or gazebo shall be erected, placed, altered, or maintained on any building site nearer to the front line than the minimum building setback line shown on the recorded plat of the subdivision. No fence, wall, deck or gazebo shall be erected, placed, altered, or maintained at any other location without written approval of the Design Review Committee. No chain link or wire fences shall be constructed on any lot. No fence may exceed six (6) feet in height.

#### 5. GARAGES:

Sections 1, 2, 3, 5, 6, 7, 8, & 9 - Each residence shall have not less than two (2) nor more than three (3) private parking spaces that shall be built on the lot and adjacent to the street. Each house shall have an enclosed garage with door. The garage may be attached or detached. No garage shall have its opening facing the rear of the property. No garage shall be converted for any purpose inconsistent with the garaging of automobiles unless another garage is built in accordance with these restrictions, and then only with the written approval of the Design Review Committee. Garages shall not be used as a residence.

Section 4 - Each residence shall have not less than two (2) nor more than three (3) private parking spaces that shall be built on the lot and adjacent to the street. If a carport or garage is constructed, it shall not be converted for any purpose inconsistent with the garaging of automobiles. Garages shall not be used as a residence.

Section Country Club Homes - Each residence shall have not less than two (2) nor more than three (3) private parking spaces that shall be built on the lot and adjacent to the street. If a carport or garage is constructed, it shall not be converted for any purpose inconsistent with the garaging of automobiles. Garages shall not be used as a residence.

#### 6. LOT AREA AND WIDTH:

Sections 1, 2, 3, 5, 6, 7, 8, & 9 - Lots may be subdivided into building sites consisting of more or less than one lot, provided that no dwelling shall be erected or placed upon any building site that contains less than seventy-five hundred (7500) square feet in area or has a width of less than seventy (70) feet at the front building setback line.

Section 4 - Lots may be subdivided into building sites consisting of more or less than one lot, provided that no dwelling shall be erected or placed upon any building site that contains less than twelve hundred (1200) square feet in area or has a width of less than twenty (20) feet at the front lot line.

Section Country Club Homes - Lots may be subdivided into building sites consisting of more or less than one lot, provided that no dwelling shall be erected or placed upon any building site that contains less than fifty-five hundred (5500) square feet in area or has a width of less than forty (40) feet at the front building setback line.

7. NUISANCES:

No noxious or offensive activity shall be permitted anywhere within the subdivision, nor shall anything be done therein which may be or become an annoyance or nuisance to the neighborhood. No personal property or obstructions shall be put in any street.

8. TEMPORARY STRUCTURES AND OUT BUILDINGS:

No structure of a temporary character shall be used as a residence. No tent, trailer, shack barn, storage building or other out buildings shall be placed on any lot at any time, except with the express consent of the Design Review Committee. Any outbuildings approved by the Design Review Committee shall be made of like or similar materials and design as the residence.

9. SIGNS:

No signs of any kind shall be displayed to the public view on any lot except one sign of not more than five (5) square feet advertising the property for sale or rent, or signs used by a builder to advertise the property during the construction and sales period.

10. OIL AND MINING OPERATIONS:

No oil drilling, oil development operations, oil refining, quarrying or mining operations of any kind shall be permitted upon or in any lot, nor shall any wells, tanks, tunnels, mineral excavations or shafts be permitted upon or in any lot. No derrick or other structures designed for use in boring for oil or natural gas shall be erected, maintained or permitted upon any lot.

11. ANIMALS:

No animals, swine, bovine, equine, reptiles, big cats, emus, livestock, poultry or exotic animals of any kind shall be raised, bred or kept on any lot except that not more than two (2) dogs, cats, or other small household pets may be kept, but they shall not be bred or kept for commercial purposes. All animals shall be kept within the boundaries of the lot unless accompanied by the owner and within the owner's control. Pets will not be permitted to run on the golf course. If any damages are occasioned to the golf course by pets, the owner of such pets shall be financially responsible for such damages.

12. VEHICLES:

No vehicles may be parked in the streets for longer than one (1) week. No boat, trailer, camper, or motor home shall be parked on any street or any common parking areas. No inoperative motor vehicle will be stored or parked on any lot, street or common parking areas. All vehicles parked on any lot or any street shall have a current license tag and state inspection sticker. All vehicles must be parked in driveway or garage. No truck larger than one (1) ton

shall be kept or parked inside the development except for temporary delivery or construction purposes. All owners agree that they will obey posted speed limits and use the streets in a safe, lawful, reasonable, and courteous manner. No off-road vehicles such as, go-carts, 3-wheelers, 4-wheelers or other motorized vehicles, with the exception of golf carts and handicap conveyances, shall be operated on any street or lot. All vehicles must be parked on driveways, designated parking spaces or in garages. There shall not be more than 3 vehicles parked on any visible parking space and/or driveway.

13. GARBAGE AND REFUSE DISPOSAL:

No lot shall be used or maintained as a dumping ground for rubbish. Trash, garbage and other waste shall be kept in sanitary containers. All equipment for the storage or disposal of such material shall be kept in a clean and sanitary condition.

14. REMOVAL OF DIRT:

The digging of dirt or the removal of any dirt from any Lot or from any portion of the Common Properties is prohibited, except as necessary in conjunction with landscaping or construction of improvements thereon.

15. LOT MAINTENANCE:

The Owners or occupants of all Lots shall at all times keep all weeds and grass thereon cut in a sanitary, healthful and attractive manner and shall in no event use any Lot for storage of materials and equipment except for normal residential requirements or incident to construction of improvements thereon as herein permitted or permit the accumulation of garbage, trash or rubbish of any kind thereon and shall not burn anything. Clotheslines are not permitted.

In the event of default on the part of the Owner or occupant of any Lot in observing the above requirements, or any of them, such default continuing after ten (10) days written notice thereof, TEXAS NATIONAL PROPERTY OWNERS ASSOCIATION or its successors and assigns may, at its option, without liability to the Owner or occupant in trespass or otherwise, enter upon said Lot and cause to be cut such weeds and grass and remove or cause to be removed such garbage, trash and rubbish or do any other thing necessary to secure compliance with these Restrictions in order to place said Lot in a neat, attractive, healthful and sanitary condition, and may charge the Owner or occupant of such Lot for the cost of such work. The Owner or occupant, as the case may be, agrees by the purchase or occupancy of such Lot to pay such statement immediately upon receipt thereof.

16. SEWAGE DISPOSAL AND WATER SUPPLY:

No water well, cesspool or other individual sewage system shall be constructed or used on any lot. Each lot owner must use the water and sewer services provided by State, County, Municipal or other governmental authorities.

17. CUTTING WEEDS AND DRAINAGE:

Grass, vegetation and weeds on each lot shall be cut as often as necessary in order to maintain the same in a neat and attractive appearance. Likewise all drainage ditches shall be maintained in the same manner and shall be unobstructed at all times. Any bridge or culvert constructed over property line ditches shall be of concrete pipe and a minimum of eighteen (18) inches in diameter.

18. MAINTENANCE FUND:

Each residential lot shall be subject to an annual maintenance charge to be used for the purpose of maintenance of streets, esplanades, lighting, employing policemen and workmen, paying ad valorem taxes on Association-owned property, cost of administration of the fund and other purposes necessary or desirable in the opinion of the administrator of such fund to maintain or improve the property, or which it considers to be of general benefit to the owners or occupants of the property covered by these Restrictions. Such fund may also be used for the purpose of enforcement of all covenants and restrictions of this Subdivision. The amount of the maintenance charge shall be set by the administrator of the fund from time to time subject to the limitations contained therein.

On the 8th day of May 1992 the administration of such fund was transferred to the Association. No association, group, corporation, individual or entity other than the Association to be formed pursuant to these Restrictions shall be authorized to collect and administer the maintenance fund.

The maintenance charge shall be paid annually on the first day of January of each year in advance, the first payment to become due on January 1 next after the owner acquires title either by deed to contract to the lot subject thereto, provided the maintenance charge for the year in which the lot is acquired shall be prorated for the balance of the year and shall be paid at the time the lot is acquired. The Association may adjust such rates pursuant to the rules and regulations of the Association. Interest on past due charges shall accrue at the highest rate of interest permitted by law from date of delinquency. The maintenance fund assessment is a covenant running with the land and the charges shall be secured by a Vendor's Lien to insure payment of such maintenance charge in accordance with the provisions of law. In the event it becomes necessary to employ legal counsel to collect past due maintenance charges, such delinquent lot owners shall be responsible for reasonable attorney's fees and other reasonable costs incurred in such collection efforts, including all costs of Court in any legal proceeding. The maintenance charge shall remain effective until January 1, 2002, and shall automatically be extended thereafter for successive periods of one (1) year each; provided, that the Association may revoke such maintenance charge as of January 1, 2002, or at the end of any successive one (1) year period thereafter by executing and acknowledging an appropriate agreement or agreements in writing for such purpose and filing the same for record in the office of the County Clerk, Montgomery County, Texas.

The Administrator of the fund shall have the sole discretion as to how such money shall be used to comply with the provisions of this paragraph.



If any owner of more than one (1) lot elects to make more than one (1) lot into a building site, only one (1) maintenance charge shall accrue against such building site irrespective of the number of lots contained therein. Actual construction must be started before lots are considered a building site.

The maintenance charge provided for herein, shall not be applicable to lots owned by a homebuilder who acquires five or more lots for the purpose of constructing residences for sale to third parties. This exemption shall apply to all such lots acquired by such a homebuilder, although subsequent sales may reduce the total lots currently owned by such homebuilder to less than (5). Further, the maintenance charge shall not accrue as against the builders who acquire lots for the purpose of building speculative residential housing. However, if no house is started on any lot acquired by builder within two (2) years from the date of acquisition, maintenance charges shall commence at that time.

The maintenance charge shall not be applicable to any lot owned by TN Builders, Inc., which is the successor to the rights and privileges of Texas National Development, Inc., and any lot acquired by TN Builders, Inc. shall be free of any prior or current assessments for maintenance charges until January 1, 2015.

19. PROPERTY OWNERS ASSOCIATION:

TEXAS NATIONAL PROPERTY OWNERS ASSOCIATION has been organized and formed as a non-profit corporation under the laws of the State of Texas.

The purpose of the Association in general is to provide for and promote the health, safety, and welfare of the members, to collect the annual maintenance charges, and to administer the maintenance fund, to provide for the maintenance, repair, preservation, upkeep, and protection of the common properties and facilities in the Subdivision and such other purposes as are stated in the Articles of Incorporation consistent with the provisions of these restrictions and all supplemental or amended restrictions.

The Association shall act through a three (3) member Board of Directors, which shall manage the affairs of the Association. The members shall elect a Board of Trustees as provided for in the by-laws. Any vacancy, for whatever cause, occurring in the Board of Trustees during the (1) year term shall be filled by appointment made by the remaining Trustee or Trustees. The person appointed by the remaining Trustee or Trustees to fill such vacancy shall serve for the remainder of the one (1) year term and until his successor is duly elected and qualified. The Trustees shall have the power to select one or more advisory Trustees from the residents of the Subdivision to serve for such periods of time as the Board of Trustees shall deem appropriate, for the propose of providing advice and counsel to the Board of Trustees, provided that such advisory Trustees shall have no right to act on behalf of the Association.

Each owner, whether one or more persons or entities, of a lot shall, upon and by virtue of becoming such owner, automatically become a member of the Association and shall remain a member thereof until his ownership ceases for any reason, at which time his membership in the Association shall automatically cease. Membership in the Association shall be appurtenant to and shall automatically follow the legal ownership of each lot or the equitable ownership of each

lot and may not be separated from such ownership. Whenever the legal ownership of any lot passes from one person to another, by whatever means, it shall not be necessary that any instrument provide for transfer of membership in the Association, and no certificate of membership will be issued.

Members shall be entitled to one (1) vote for each lot in the Subdivision in which they hold the interest required for membership by these Restrictions or any supplemental or amended Restrictions. When one or more lots have been combined as a building site, such lot shall entitle the owner to one (1) vote only. When more than one person holds such interest or interests in any such lot, all such persons shall be members, and the vote for such lot shall be exercised as they among themselves determine, but, in no event, shall more than one vote be cast with respect to any such lot. TN BUILDERS, INC. shall be entitled to cast one vote for each lot to which it has legal title except those lots which have been conveyed by contract to third parties. A building site shall be considered one lot whether it consists of more than one lot or part of a lot.

#### 20. RIGHT OF MORTGAGEES:

Any violation of any of the easements, agreements, restrictions, reservations, or covenants contained herein shall not have the effect of impairing or affecting the rights of any mortgage holder, guarantor, or trustee under any mortgage or deed of trust outstanding against the lot, at the time that the easement, agreements, restrictions, reservations or covenants are violated.

In order to encourage the granting of first mortgage liens on property within this subdivision, before the administrator may proceed to enforce its lien, granted and reserved under these Restrictions upon any property upon which there is outstanding a valid first mortgage lien, it shall be necessary that a sixty (60) days' notice be sent to the nearest office of such first mortgage lien holder by registered mail of such intent, which notice may be a statement of the charges delinquent, together with the notation "Final sixty (60) day notification to proceed to enforce maintenance fund lien." Upon request by any first lien mortgage holder, or proposed holder, the administrator shall furnish, for the mortgage holder's file, an executed form relating the provisions of this paragraph to the applicable individual lot.

However, the vendor's lien reserved to secure payment of the maintenance fund as herein provided shall be and remain secondary and inferior to any mortgage or deed of trust to secure a construction or purchase money loan.

#### 21. UTILITY EASEMENTS AND CHARGES:

There are dedicated and reserved permanent unobstructed easements as shown on the recorded plats of Texas National Subdivision across certain designated portions of various lots therein upon, under and through which to construct and maintain water, telephone and electric light services and other public utilities, which said easements shall be a burden and charge against such lots in Texas National Subdivision, by whomsoever owned, and there is also dedicated and reserved an unobstructed aerial easement for utilities five (5') feet wide and from a plane twenty (20') feet above the ground upward located adjacent to all easements shown on the above mentioned recorded plat.

TN BUILDERS, INC., and its assigns, reserves the right to make changes in and additions to the above easements for the purpose of most efficiently and economically installing the improvements. Further, TN BUILDERS, INC., and its assigns, 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, electricity, telephone and drainage) in favor of any person or entity furnishing or to furnish utility services to the Properties, along and on either or both sides of any side Lot line, which such easements shall have a maximum width of five (5') feet on each side of such side Lot line.

The Owner of each Lot shall, at his own cost, furnish, install, own and maintain a meter loop (in accordance with the then current standards and specifications of the electric company furnishing service) for the location and installation of the meter of such electric company for the residence constructed on such Owner's lot.

The utility easements shown hereon include the right to remove all trees within the easements.

All utility easements shown hereon include the right to trim overhanging trees and shrubs located on the property belonging to or being a part of this subdivision.

## 22. UTILITY RESERVATIONS:

The following reservations and easements shall be considered a part of and be construed as being adopted in each and every contract, deed or other conveyance executed or to be executed in the conveyance of the various lots in Texas National Subdivision.

A. TEXAS NATIONAL PROPERTY OWNERS' ASSOCIATION, INC., its successors and assigns, shall have the right to construct, erect, and maintain or cause to be over, along, upon and under the several streets, drives, lanes, roads, easements and reserve areas, as shown on the above mentioned subdivision plat of Texas national subdivision, a system of electric lights, power, telegraph and telephone lines and connections; and to construct, lay and maintain along, in and under any all of said streets, lanes, drives, roads, easements and reserve areas all pipe, conduits, valves and other necessary and proper equipment for the construction of systems of drainage, sewage and water supply (retaining also the right to grant or deny to area beyond said subdivision connection privileges on said drainage, sewage or water systems), gas, light and power, telegraph and telephone service and other utilities to the subdivision and the lot owners therein; and for all other purposes incident to the development and use of said property as a community unit and subdivision.

B. It is agreed and understood that the title conveyed to any lot or parcel of land in said subdivision by deed or other conveyance shall not in any event be held or construed to include the title to the water, gas, sewer, electric lights, electric power or telephone or telegraph lines, poles or conduits or any other utility or appurtenances thereto constructed by TEXAS NATIONAL PROPERTY OWNERS' ASSOCIATION INC., or any public utility companies through, along or upon any portion of the herein above mentioned streets, drives, lanes, roads, easements and reserve areas, and the right to maintain, repair, sell or lease such lines, utilities, and appurtenances is hereby expressly reserved by TEXAS NATIONAL PROPERTY OWNERS' ASSOCIATION, INC.

23. TERM:

Unless further modified or amended as provided herein, these covenants and restrictions are to run with the land and shall be binding on all owners of lots in Texas National subdivision and all persons claiming under them until January 1, 2015, after which time said covenants and restrictions shall be automatically extended from year to year unless amended by a majority of the lot owners by amendment filed for record in the office of County Clerk of Montgomery County, Texas.

24. GENERAL PROVISIONS:

Anything contained herein to the contrary notwithstanding, TN BUILDERS, INC., and its assigns, having the right at any time and from time to time, without the joinder or consent of any other party, to amend these Restrictions by any instrument in writing duly signed, acknowledged and filed of record, provided that such amendment shall be consistent with and in furtherance of the general plan and scheme of the development as evidenced by these Restrictions and shall not impair or affect the vested property or other vested rights of any owner or his mortgagee, does hereby amend these Restrictions. Texas National POA acknowledges that these amendments are consistent with and in furtherance of the general plan and scheme of the development and do not impair or affect the vested property or other vested rights of any owner or his mortgagee. Immediately subsequent to these amendments becoming binding, effective and enforceable, TN BUILDERS, INC. hereby voluntarily relinquishes the right to unilaterally amend these restrictions in the future. However, this relinquishment is not intended to be and does not relinquish or in any way alter or diminish TN BUILDERS, INC. or its successors and assigns from exercising the right to vote based on lot ownership as provided herein.

TN BUILDERS, INC., and its assigns, the Association or any Lot owner shall be able to prosecute any proceedings at law or in equity against the person or persons violating or attempting to violate any such covenants. The covenants, reservations, easements and restrictions contained herein shall be construed to be covenants running with the land, enforceable at law or in equity, by any one or more of said parties. In the event it becomes necessary to employ legal counsel to enforce these covenants, reservations, easements and restrictions, any person in violation of these restrictions shall be liable for reasonable costs incurred in such enforcement efforts, including all costs of court and any legal proceeding.

The invalidity, abandonment or waiver of any of these covenants, reservations, easements, and restrictions shall in no way affect or impair the other covenants, reservations, easements and restrictions which shall remain in full force and effect.

Dated this the 23 day of August, 2013.

TN BUILDERS, INC.

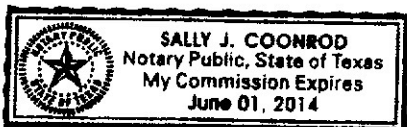
By: *Merlin Lester*  
Merlin Lester, Vice President

TEXAS NATIONAL PROPERTY OWNERS ASSOCIATION, INC.

By: *Gene McMeans*  
Printed Name: GENE MCMEANS  
Title: President

THE STATE OF TEXAS           §  
  Travis           §  
COUNTY OF ~~WILLIAMSON~~   §

This instrument was acknowledged before me on August 23, 2013 by Merlin Lester, Vice President of TN Builders, Inc., a Texas corporation, on behalf of said corporation.



*Sally J. Coonrod*  
Notary Public, State of Texas

THE STATE OF TEXAS           §  
  §  
COUNTY OF ~~MONTGOMERY~~ §  
  Harris



This instrument was acknowledged before me on July 17, 2013 by Gene McMeans, President of Texas National Property Owners Association, Inc., a Texas corporation, having been fully authorized to act on behalf of and bind said corporation.

*Sonya Kay Spires*  
Notary Public, State of Texas

After Recording Return to:  
Philip D. Mockford  
Jackson Walker L.L.P.  
100 Congress, Suite 1100  
Austin, Texas 78701

**FILED FOR RECORD**

09/05/2013 1:27PM

*Mark Jumball*

COUNTY CLERK  
MONTGOMERY COUNTY, TEXAS

STATE OF TEXAS  
COUNTY OF MONTGOMERY

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

09/05/2013



*Mark Jumball*

County Clerk  
Montgomery County, Texas

**RECORDER'S MEMORANDUM:**

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