

AMENDED RESTRICTIONS

03622

PINE SHADOWS ESTATE SUBDIVISION

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

WHEREAS, the undersigned persons constitute a present majority of the real property owners within PINE SHADOWS ESTATE SUBDIVISION, a restricted rural subdivision, situated in the John Beauchamp and John Hame Surveys in Walker County, Texas, which subdivision is described by a map or plat recorded in Vol. 174, at page 620, of the Deed Records of Walker County, Texas; and

WHEREAS, said undersigned persons deem it in the best interest of said subdivision and of the persons who are now and may hereafter be the owners of real property within said subdivision, to effect certain changes in the original restrictions and restrictive covenants governing said subdivision, so as more adequately to provide for orderly and uniform development thereof in a manner which protects and enhances the market value of all the real property and improvements located therein:

NOW, THEREFORE, know all men by these presents: THAT the undersigned property owners within PINE SHADOWS ESTATE SUBDIVISION, for the purposes above stated, and acting in the manner contemplated by the terms of the original restrictions of said subdivision, do hereby amend and change the same, so that said restrictions, which appear of record in Vol. 247, at page 625 et seq., of the Deed Records of Walker County, Texas, are hereby changed and amended as follows:

I.

The third paragraph on the first page of said restrictions is hereby deleted in its entirety and the following paragraph is substituted therefor:

"And WHEREAS, certain of the lots within said subdivision have been conveyed to divers natural persons and corporations, including Pine Shadows Corporation, so that the last named corporation is the present developer of the subdivision: Now, Therefore, the undersigned property owners of said subdivision, being the majority of property owners within the said subdivision, do hereby adopt the following covenants, conditions and restrictions which shall be covenants running with the land, and shall be binding upon all property owners within the subdivision and all parties and persons claiming under all such property owners, until January 1, 1980, at which time said covenants, conditions and restrictions shall be automatically extended for successive periods of ten years each unless by duly recorded instrument, signed and acknowledged in the manner and by the proportion of owners hereinafter provided, the extension of said covenants, conditions and restrictions be changed. These covenants, conditions and restrictions may themselves be amended, changed or terminated, in whole or in part, by instrument in writing, recorded in the office of the County Clerk of Walker County, Texas, provided said instrument be signed and acknowledged by a majority of the owners of real property within said subdivision, said majority to include, however, a three-fourths majority of the said property owners then residing within said subdivision."

II.

The remaining portions of said Restrictions, subsequent to the third paragraph on the first page of said Restrictions, are hereby deleted in their entirety and the following paragraphs substituted therefor:

"If the above named owners or any of their successors or assigns, or any property owner within said subdivision, shall violate any of the covenants herein, it shall be lawful for any other person or persons owning any real property situated in the above referred subdivision to prosecute any proceedings at law or in equity against the person or persons violating or attempting to violate any such covenants and either to prevent them from so doing or to recover damages or other dues for such violations.

"Invalidation of any of these covenants by judgment or court order shall in no wise affect any of the other provisions which shall remain in force and effect.

"(a) No lot shall be used except for residential purposes; provided that any lot may be used for the erection and operation of a sales office, construction office, or model home by the developer aforesaid, or its successors or assigns. The term 'residential purposes' as used herein shall be held and construed to exclude hospitals, clinics, duplex houses, apartment houses, boarding houses, hotels and to exclude commercial and professional uses whether from homes residences or otherwise, and all such uses of said property are hereby expressly prohibited. No building shall be erected, altered, placed or permitted to remain on any lot other than (i) one detached single family dwelling not to exceed three (3) stories in height, together with a private garage or carport for not more than three (3) cars and servant's type quarters, which may be occupied by an integral part of the family occupying the main residence of the building site, or by servants employed on the premises; and (ii) a tool shed or work shop, attached or unattached to the residence building. This restriction shall not apply to the lots shown as Reserve A, Reserve B, Reserve C and Reserve D as shown on the plat recorded in Volume 173, Page 620 of the Deed Records of Walker County, Texas. No real property within said subdivision may be conveyed or sold unless at least one full lot, as shown on said plat, is conveyed.

"(b) No building shall be erected, placed or altered on any building plot in this subdivision until the building plans, specifications and plot plans showing the location of such building have been approved in writing as to conformity and harmony of external design with existing structures in the subdivision, and as to location of the building with respect to topography and finished ground elevation, and as to these restrictions, by a committee of three persons to be selected by the Property Owners' Association in the manner hereinafter provided, from among the resident property owners within the subdivision.

"In the event of death or resignation of any member of said committee the remaining member or members shall have the full authority to approve or disapprove such design and location until the Property Owners' Association shall have selected a replacement committee member.

"In the event said committee fails to approve or disapprove such design and location within thirty (30) days after said plans and specifications have been submitted to it, or in any event, if no suit to enjoin the erection of such building or the making of such alterations have been commenced prior to completion thereof, such approval will not be required and this covenant shall be deemed to have been complied with. The members of such committee shall not be entitled to any compensation for services performed pursuant to this covenant.

"The duties and powers of such committee and of its designated representatives, shall terminate with the termination of these restrictions.

"(c) A Property Owners' Association is hereby created and established. It shall be composed of all natural and artificial persons owning real property within the said subdivision. All such persons shall automatically be members of the Association. The Association shall meet at least once each year, at a place within the subdivision; the first such meeting shall be held at the home of Earl Max Miller on the _____ day of October, 1975. Subsequent meetings shall be held on dates and at times to be established by the President of the Association, who shall, at least two weeks prior to each such subsequent meeting, give written notice thereof to each member of the Association, either in person or by mail. The Association shall have a President, a Vice President and a Secretary-Treasurer, who shall all be elected by a majority of the members present, for terms of one year. A quorum for all purposes shall consist of two thirds of the members of the Association.

"The Association shall have for its functions and purposes, the discussion of matters of mutual interest to the members, pertaining to the subdivision, the enforcement of these restrictions, the selection of the Architectural Committee, and the selection of Trustees of the Maintenance Fund as hereafter provided. The said Committee shall consist of three resident property owners within the subdivision, to be elected for a term of one year by majority vote of the Association at a regular meeting thereof. The Trustees of the Maintenance Fund shall consist of three resident property owners within the subdivision, to be elected for a term of one year, by majority vote of the Association at a regular meeting thereof.

"(d) No building shall be located nearer to the front lot line than twenty-five (25') feet or nearer to the side street line than five (5') feet. No slab or foundation of any building (including garages) shall be located nearer than five (5') feet from the rear lot line. All improvements shall be constructed to front on the street upon which site faces, and each corner site shall face on the street on which it has the smallest frontage; provided that garages on corner lots may face the side street.

"(e) No residential structure except servants' type quarters shall be erected or placed on any building plot having an area of less than one thousand six hundred (1,600) square feet or a width of less than fifty (50') feet at the front building set back line, except in the case of any lot shown on the recorded plat of said subdivision which may have a lesser minimum square foot area or a lesser minimum width at the front building set back line.

"(f) No noxious or offensive trade or activity shall be carried on upon any lot nor shall anything be done thereon, which may become an annoyance or nuisance to the neighborhood.

"(g) No trailer, basement, tent, shack, garage, barn or other outbuilding erected on the tract shall at any time be used as a residence temporarily or permanently, nor shall any structure of a temporary character be used as a residence.

"(h) No residential structure other than servants' type quarters shall be placed on any lot unless its living area has a minimum of one thousand six hundred (1,600) square feet of floor area exclusive of porches and garage.

"(i) The exterior walls of all residences shall be at least fifty-one (51%) percent brick, brick veneer, stone, stone veneer, concrete or other masonry type construction, and all roofs shall be of No. 1 wood-shingle type or composition type provided, however, the Architectural Committee may approve variations from such construction requirements in specific cases.

"(j) Easements for installation and maintenance of utility and drainage facilities are reserved as shown on the recorded plat.

"(k) The raising or keeping of hogs, horses, poultry, fowl, or other livestock on any residential lot in the subdivision is strictly prohibited.

"(l) No spirituous, vinous, or malt liquors or medicated bitters capable of producing intoxication, shall ever be sold or offered for sale on any residential lots in this subdivision, nor shall said premises or any part thereof be used for vicious, illegal or immoral purposes, nor for any purpose in violation of the laws of the State of Texas, or of the United States, or of police, health, sanitary, building or fire code, regulation or instruction relating to or affecting the use, occupancy or possession of any of the said sites.

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

"(n) No oil drilling, oil development operations, or re-fining, quarrying or mining operations of any kind shall be permitted upon or in any lot, nor shall oil wells, tanks, tunnels, mineral excavations or shafts be permitted upon or in any lot. No derrick or other structure designated for use in boring for oil or natural gas shall be erected, maintained or permitted upon any lot.

"(o) No lot shall be used, or maintained as a dumping ground for rubbish, trash, garbage or other waste and such items shall not be kept except in sanitary containers. All incinerators or other equipment for the storage or disposal of such material shall be kept in a clean and sanitary condition.

"(p) No fence, wall, hedge nor any pergola or other attached structure shall be erected, grown or maintained on any part of any lot, forward of the front building line of said lot; provided that a fence or hedge not exceeding thirty (30") inches in height may be located forward of the front building lines if the same does not extend from one side property line to the other side property line, and further provided that prior written approval is secured from the Architectural Control Committee set up under Paragraph (b) above.

"No outside clothes lines shall be constructed or maintained on any lot within sight of the street or any adjacent lot.

"(q) No single family dwelling shall be occupied for residence purposes unless the exterior of such dwelling is entirely finished and the interior has been finished to the extent required by the Architectural Control Committee, whose approval in writing is required before any residence which is not entirely completed shall be occupied.

"(r) All lots shall be required to connect with city sewage, if and when, it becomes available. Each residential lot shall be required insofar as septic tanks are concerned to have a grease trap, and the septic tanks must be aerated.

***ANNUAL MAINTENANCE FUNDS**

"Each residential building plot or lot shall be subject to an Annual Maintenance Charge at an initial rate of Sixty (\$60.00) Dollars per year for the purpose of creating a fund to be known as 'PINE SHADOWS ESTATES MAINTENANCE FUND,' and to be paid by the Owner of each building plot or lot.

"This charge shall be payable to the 'PINE SHADOWS ESTATES MAINTENANCE FUND,' annually on November 1st of each year, and shall commence November 1, 1975. To secure the payment of this Maintenance Charge, a vendor's lien shall be retained in each deed conveying any lot within the subdivision against the residential plot conveyed by any such deed, which lien shall be reserved in favor of the Trustees of 'PINE SHADOWS ESTATES MAINTENANCE FUND,' their successors and assigns. The initial amount of the Maintenance Fund Charge shall be \$60.00 per year; and such Maintenance Charge may be adjusted from year to year by the Property Owners Association as the needs of the subdivision may require. The adjustment in the amount of the Maintenance Charge shall be recommended by the Trustees to the Members of the Property Owners Association and shall become effective at such time as 51% of the members of the Association have voted in favor of such adjustment, provided such majority vote shall include at least two thirds of the resident property owners in the subdivision.

"Any Maintenance Charge not paid when due shall bear interest from the date it became due until paid, at the rate of 10% per annum.

"The total fund accumulated from this Charge, insofar as the same may be sufficient, shall be applied towards the payment of Maintenance Expenses incurred for any or all of the following purposes:

"Lighting, improving and maintaining streets, parks, parkways and esplanades, subsidizing bus service, collecting and disposing of garbage, ashes, rubbish and the like; caring for vacant lots; payment of legal and all other expenses incurred in connection with the collection, enforcement and administration of the 'Maintenance Fund' and the enforcement of all covenants and restrictions for the subdivision; employing private policemen and watchmen; and doing any other things necessary or desirable in the opinion of the Trustees of PINE SHADOWS ESTATES MAINTENANCE FUND to keep the property in the subdivision neat and in good order, or which they consider of general benefit to the owners or occupants of the subdivision. It is understood that the judgment of the Trustees of PINE SHADOWS ESTATES MAINTENANCE FUND in the expenditure of said funds shall be final and conclusive so long as such judgment is exercised in good faith, unless by resolution adopted by majority vote of the members of the Property Owners Association, the Trustees shall be direct to utilize or not to utilize such fund for some purpose or purposes.

"The Trustees of PINE SHADOWS ESTATES MAINTENANCE FUND are authorized to borrow money, without personal liability on the part of the Trustees, for the purposes of the 'Maintenance Fund,' giving as security funds then or in the future paid into the 'Maintenance Fund.'

"The Maintenance Fund Charge shall remain effective until January 1, 1990, and shall automatically be extended thereafter for successive periods of ten (10) years provided, however, that owners of a majority of the square foot area of all residential lots in the subdivision subject to such Maintenance Charge may revoke the Maintenance Charge on January 1, 1990, or at the end of any successive ten-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 of Walker County, Texas, at least five (5) years preceding the expiration of any successive ten-year period thereafter.

"The Agreement or agreements so executed for this purpose shall be acknowledged by the persons executing the same in the same manner as is required for the execution of deeds entitled to be recorded in the County Clerk's office.

"The initial Board of Trustees of PINE SHADOWS ESTATES MAINTENANCE FUND shall be elected at the first regular meeting of the Property Owners Association. In case of the resignation, death or incapacity of any of said initial Trustees, the remaining Trustee or Trustees may appoint another Trustee to serve the remainder of said term. The Trustees of PINE SHADOWS ESTATES MAINTENANCE FUND shall be resident owners of lots in PINE SHADOWS ESTATES SUBDIVISION.

"The restrictions herein imposed upon the PINE SHADOWS ESTATES SUBDIVISION shall not apply to the lots designated as Reserve A, Reserve B, Reserve C, Reserve D and the area designated as Parksites as described in a plat of said subdivision recorded in Volume 174, Page 620 of the Deed Records of Walker County, Texas."

EXECUTED this the 6th day of October, 1975.

Gene M. Newton
GENE M. NEWTON

Nellie Newton
NELLEVA NEWTON

Charles H. Walston
CHARLES H. WALSTON

Winnifred (Ann) Walston
WINNIFRED ANN WALSTON

DR. CHARLES H. DAVIS

EMILIE M. DAVIS

Sadie Leona Farnsworth
SADIE LEONA FARNSWORTH

Earl Max Miller
EARL MAX MILLER

Nancy M. Miller
NANCY M. MILLER

Donald T. Perry
DR. DONALD T. PERRY

Hazel C. Perry
HAZEL C. PERRY

Rodney J. Henningsen
RODNEY J. HENNINGSEN

Judith Henningsen
JUDITH HENNINGSEN

DUDLEY C. LATIMER

GENE DEBWOOD COLLAM

NANCY COLLAM

RESTRICTIONS
PINE SHADOWS ESTATES SUBDIVISION

02886

THE STATE OF TEXAS)
COUNTY OF WALKER)

KNOW ALL MEN BY THESE PRESENTS:

WHEREAS, DEVELOPMENT COMPANY OF HUNTSVILLE, INC., is the owner of a tract of land in the John Beachamp Survey and the John Hume Survey which has been subdivided and platted as PINE SHADOWS ESTATES SUBDIVISION, as shown by Deed thereof, recorded in Volume 174, Page 620, of the Deed Records of Walker County, Texas;

WHEREAS, it is deemed to be in the best interest of said corporation and of the persons who may purchase lands described in and covered by the above mentioned plat there be established and maintained a uniform plan for the improvement and development of the lots covered thereby as a highly restricted and modern subdivision;

NOW, THEREFORE, DEVELOPMENT COMPANY OF HUNTSVILLE, INC., being the owner of said subdivision, acting herein by and through its duly authorized officers, does hereby adopt the following covenants and restrictions which shall be taken and deemed as covenants to run with the land and shall be binding on the owners and all parties and persons claiming under them until January 1, 1990, at which time said covenants, conditions and restrictions shall be automatically extended for successive periods of ten (10) years each unless by duly recorded instrument signed by a majority of the property owners in said addition it is agreed to change said covenants, conditions and restrictions in whole or in part.

If the above named owner or any of its successors or assigns shall violate any of the covenants herein, it shall be lawful for any other person or persons owning any real property situated in the above referred subdivision to prosecute any proceedings at law or in equity against the person or persons violating or attempting to violate any such covenants and either to prevent him or them from so doing or to recover damages or other dues for such violations.

Invalidation of any of these covenants by judgment of court order shall in no wise affect any of the other provisions which shall remain in force and effect.

(a) No lot shall be used except for residential purposes; provided that any lot may be used for the erection and operation of a sales office, construction office, or model home by DEVELOPMENT COMPANY OF HUNTSVILLE, INC., or its successors or assigns. The term "residential purposes" as used herein shall be held and construed to exclude hospitals, clinics, duplex houses, apartment houses, boarding houses, hotels and to exclude commercial and professional uses whether from homes residences or otherwise, and all such uses of said property are hereby expressly prohibited. No

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building shall be erected, altered, placed or permitted to remain on any lot other than (a) one detached single family dwelling not to exceed three (3) stories in height, together with a private garage or carport for not more than three (3) cars and servant's typed quarters, which may be occupied by an integral part of the family occupying the main residence of the building site, or by servants employed on the premises; and (b) a tool shed or work shop, attached or unattached to the residence building. This restriction shall not apply to the lots shown as Reserve A, Reserve B, Reserve C and Reserve D as shown on the plat recorded in Volume 193, Page 620 of the Deed Records of Walker County, Texas.

(b) No building shall be erected, placed or altered on any building plot in this subdivision until the building plans, specifications and plot plans showing the location of such building have been approved in writing as to conformity and harmony of external design with existing structures in the subdivision, and as to location of the building with respect to topography and finished ground elevation by a committee composed of JAMES LERO, DON B. ADAMS and JAMES LEE BULLARD, or by a representative designated by a majority of the members of said committee.

In the event of death or resignation of any member of said committee the remaining member or members shall have the full authority to approve or disapprove such design and location or to designate a representative with like authority.

In the event said committee, or its designated representative fails to approve or disapprove such design and location within thirty (30) days after said plans and specifications have been submitted to it, or in any event, if no suit to enjoin the erection of such building or the making of such alterations have been commenced prior to completion thereof, such approval will not be required and this covenant shall be deemed to have been complied with. Neither the members of such committee, nor its designated representative shall be entitled to any compensation for services performed pursuant to this covenant.

The duties and powers of such committee and of its designated representatives, shall cease on and after January 1, 1975.

Hereafter, the approval described in this covenant shall not be required unless, prior to said date and effective thereon, a written instrument shall be executed by the then record owners of a majority of the lots in this subdivision and duly recorded appointing a representative or representatives, who shall thereafter exercise the same powers previously exercised by said committee.

(c) No building shall be located nearer to the front lot line than twenty-five (25') feet or nearer to the side street line than five (5') feet. No slab or foundation of any building (including garages) shall be located nearer than five (5') feet from the rear lot line. All improvements shall be constructed to front on the street upon which site faces, and each corner site shall face on the street

on which it has the smallest frontage; provided that garages on corner lots may face the side street.

(d) No residential structure shall be erected or placed on any building plot having an area of less than one thousand, eight hundred (1,800) square feet or a width of less than fifty (50') feet at the front building set back line, except in the case of any lot shown on the recorded plat of said subdivision which may have a lesser minimum square foot area or a lesser minimum width at the front building set back line.

(e) No noxious or offensive trade or activity shall be carried on upon any lot nor shall anything be done thereon, which may become an annoyance or nuisance to the neighborhood.

(f) No trailer, basement, tent, shack, garage, barn or other outbuilding erected on the tract shall at any time be used as a residence temporarily or permanently, nor shall any structure of a temporary character be used as a residence.

(g) No residential structure shall be placed on any lot unless its living area has a minimum of one thousand eight hundred (1,800) square feet of floor area exclusive of porches and garage.

(h) The exterior walls of all residences shall be at least fifty-one (51%) percent brick, brick veneer, stone, stone veneer, concrete or other masonry type construction, and all roofs shall be of No. 1 wood-shingle type; provided, however, the Architectural Committee may approve variations from such construction requirements in specific cases.

(i) Easements for installation and maintenance of utility and drainage facilities are reserved as shown on the recorded plat.

(j) The raising or keeping of hogs, horses, poultry, fowles, or other livestock on any residential lot in the subdivision is strictly prohibited.

(k) No spirituous, vinous, or malt liquors or medicated bitters capable of producing intoxication, shall ever be sold or offered for sale on any residential lots in this subdivision, nor shall said premises or any part thereof be used for vicious, illegal or immoral purposes, nor for any purpose in violation of the laws of the State of Texas, or of the United States, or of police, health, sanitary, building or fire code, regulation or instruction relating to or affecting the use, occupancy or possession of any of the said sites.

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

(m) 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 oil wells, tanks, tunnels, mineral excavations or shafts be permitted upon or in any lot. No

derrick or other structure designated for use in boring for oil or natural gas shall be erected, maintained or permitted upon any lot.

(n) No lot shall be used, or maintained as a dumping ground for rubbish, trash, garbage or other waste and such items shall not be kept except in sanitary containers. All incinerators or other equipment for the storage or disposal of such material shall be kept in a clean and sanitary condition.

(o) No fence, wall, hedge nor any pergola or other attached structure shall be erected, grown or maintained on any part of any lot, forward of the front building line of said lot; provided that a fence or hedge not exceeding thirty (30") inches in height shall be located forward of the front building lines if the same does not extend from one side property line to the other side property line, and further provided that prior written approval is secured from the Architectural Control Committee set up under Paragraph (b) above.

No outside clothes lines shall be constructed or maintained on any lot within sight of the street or any adjacent lot.

(p) No single family dwelling shall be occupied for residence purposes unless the exterior of such dwelling is entirely finished and the interior has been finished to the extent required by the Architectural Control Committee, whose approval in writing is required before any residence which is not entirely completed shall be occupied.

(q) All lots shall be required to hook on with city sewage, if and when, it becomes available. Each residential lot shall be required insofar as septic tanks are concerned to have a grease trap and the septic tanks must be aerated.

ANNUAL MAINTENANCE FUNDS

Each residential building plot shall be subject to an Annual Maintenance Charge at an initial rate of Sixty (\$60.00) Dollars per year for the purpose of creating a fund to be known as "PINE SHADOWS ESTATES MAINTENANCE FUND", and to be paid by the Owner of each building plot.

This charge shall be payable to the "PINE SHADOWS ESTATES MAINTENANCE FUND", annually of January 1st of each year, and shall commence when development of the section begins. To secure the payment of this Maintenance Charge, a Vendor's Lien shall be retained in each Deed from DEVELOPMENT COMPANY OF HUNTSVILLE, INC. against the residential plot conveyed by any such Deed, which lien shall be reserved in favor of "PINE SHADOWS ESTATES MAINTENANCE FUND", its successors and assigns. The initial amount of the Maintenance

Fund Charge shall be \$60.00 per year; and such Maintenance Charge may be adjusted from year to year by PINE SHADOWS ESTATES MAINTENANCE FUND as the needs of the subdivision may require. The adjustment in the amount of the Maintenance Charge shall be recommended by the Trustees to the Members, and shall become effective at such time as 51% of the lots in the subdivision have been voted in favor of such adjustment.

Any Maintenance Charge not paid when due shall bear interest from the date it became due until paid, at the rate of 10% per annum.

The total fund accumulated from this Charge, insofar as the same may be sufficient, shall be applied towards the payment of Maintenance Expenses incurred for any or all of the following purposes:

Lighting, improving and maintaining streets, parks, parkways and esplanades, subsidizing bus service, collecting and disposing of garbage, ashes, rubbish and the like; caring for vacant lots; payment of legal and all other expenses incurred in connection with the collection, enforcement and administration of the "Maintenance Fund" and the enforcement of all covenants and restrictions for the subdivision; employing private policemen and watchmen; and doing any other things necessary or desirable in the opinion of the Trustees of PINE SHADOWS ESTATES MAINTENANCE FUND to keep the property in the subdivision neat and in good order, or which they consider of general benefit to the owners or occupants of the subdivision. It is understood that the judgment of the Trustees of PINE SHADOWS ESTATES MAINTENANCE FUND in the expenditure of said funds shall be final and conclusive so long as such judgment is exercised in good faith.

The Trustees of PINE SHADOWS MAINTENANCE FUND are authorized to borrow money, without personal liability on the part of the Trustees, for the purposes of the "Maintenance Fund", giving as security funds then or in the future paid into the "Maintenance Fund."

The Maintenance Charge shall remain effective until January 1, 1990, and shall automatically be extended thereafter for successive periods of ten (10) years provided, however, that owners of a majority of the square foot area of all residential lots in the subdivision subject to such Maintenance Charge may revoke the Maintenance Charge on January 1, 1990, or at the end of any successive ten-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 of Walker County, Texas, at least five (5) years preceding the expiration of any successive ten-year period thereafter.

The agreement or agreements so executed for this purpose shall be acknowledged by the persons executing the same in the same manner as is required for the execution of deeds entitled to be recorded in the County Clerk's office.

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