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968-01-1030

DECLARATION OF COVENANTS AND RESTRICTIONS

9422276

FOR LAKETREE

A SUBDIVISION IN MONTGOMERY COUNTY, TEXAS

THE STATE OF TEXAS)
 (
 KNOW ALL MEN BY THESE PRESENTS:
COUNTY OF MONTGOMERY)
 (

This Declaration is made by the undersigned Owners, hereinafter called "Owners"; said Owners herein collectively called "Declarant".

W I T N E S S E T H:

WHEREAS, the undersigned owners are all of the fee simple owners of that certain 37.1961 acre tract of land in the Owen Shannon Survey, A-36, Montgomery County, Texas, known as Laketree, a subdivision in Montgomery County, Texas; said 37.1961 acre tract being more fully described on Exhibit 'A' attached hereto and made a part hereof (hereinafter referred to as the "Property" or the "Subdivision").

WHEREAS, it is the desire of the undersigned Owners to impose certain restrictions, covenants, conditions, stipulations and reservations upon and against all of the Property to be known as Laketree, in order to establish a uniform plan to insure the preservation of such uniform plan for the benefit of both the present and future Owners of Lots in said subdivision.

NOW, THEREFORE, the undersigned Owners hereby adopt, establish and impose upon all of the Property to be known as Laketree, the following reservations, easements, restrictions, covenants and conditions applicable thereto, all of which are for the purpose of enhancing and protecting the value, desirability and attractiveness of said Property, and the conditions shall run with the Property and shall be binding upon all parties having or acquiring any right, title or interest therein, or any part thereof, and shall insure to the benefit of each Owner thereof, their heirs, successors and assigns. Provided, further, this Declaration and these Restrictions shall be deemed to apply to all of the areas identified or platted as Laketree on the Plat to be filed with the Commissioner's Court of Montgomery County, Texas.

ARTICLE I

DEFINITIONS

Section 1.01 "Property" shall mean and refer to the land described on Exhibit 'A' to be known as Laketree, which shall be covered by this Declaration whether such property is an "Addition to Existing Property" or whether covered by this Declaration as a result of amendment or restatement of any Previous Declarations.

Section 1.02 "Subdivision" shall mean and refer to the Property and any additional properties which may hereafter be brought within the scheme of this Declaration pursuant to the provisions set forth herein and hereafter brought within the jurisdiction of the Association.

Section 1.03 "Lot and/or Lots" shall mean and refer to the individual tracts or Lots shown upon the Subdivision Plat to be filed with the Commissioner's Court of Montgomery County, Texas.

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Reference herein to "the Lots (each Lot) in The Subdivision" shall mean and refer to Lots as defined respectively in this Declaration and all Supplemental Declarations.

Section 1.04 "Owner" shall mean and refer to the record Owner, whether one or more persons or entities, of fee simple title to any Lot which is a part of the Property, including contract sellers, but excluding those having such interest merely as security for the performance of an obligation and those having only an interest in the mineral estate. References herein to the "Owner in The Subdivision" shall mean and refer to Owners as defined respectively in this Declaration and all Supplemental Declarations.

Section 1.05 "Subdivision Plat" shall mean and refer to the maps or plats of Laketree, recorded with the Commissioner's Court of Montgomery County, Texas, and any recorded plat thereof in the Map Records of Montgomery County, Texas.

Section 1.06 "Architectural Control Committee" or "Committee" shall mean and refer to the Laketree Architectural Control Committee provided for in Article V hereof.

Section 1.07 "Supplemental Declaration" shall mean and refer to any Supplemental Declaration of Covenants, Conditions and Restrictions bringing additional property within the scheme of this Declaration under the authority provided in Article VI hereof. References herein (whether specific or general) to provisions set forth in "all (any) Supplemental Declarations" shall be deemed to relate to the respective properties covered by such Supplemental Declarations.

ARTICLE II

RESERVATIONS, EXCEPTIONS AND DEDICATIONS

Section 2.01 The Subdivision Plat shall dedicate for use as such, subject to the limitations set forth therein, the streets and easements shown thereon, and such Subdivision Plat further shall establish certain restrictions applicable to the Property, including, without limitation, certain minimum set back lines, and all dedications, limitations, restrictions and reservations shown on the Subdivision Plat shall be and are incorporated herein and made a part hereof 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 or Developer, conveying said property or any part thereof, whether specifically referred to therein or not.

Section 2.02 Developer reserves the easements and right of way as shown on the Subdivision Plat for the purposes of constructing, maintaining and repairing a system or systems of electric lighting, electric power, telegraph and telephone line or lines, gas, sewers, or any other utility Developer sees fit to install in, across and/or under the Property.

Section 2.03 Neither Developer nor any utility company using the easements herein referred to, shall be liable for any damages done by them or their assigns, their agents, employees or servants, to fences, shrubbery, trees, or flowers or other property of the Owner situated on the land covered by said easements.

Section 2.04 It is expressly agreed and understood that the title conveyed by Developer to any Lot or parcel of land within the Property by contract, deed or other conveyance shall be subject to (a) any easement affecting same for roadways or drainage, water, gas, sewer, storm sewer, electric light, electric power, telegraph, telephone or other utility purposes and shall convey no interest in any pipes, lines, poles or conduits, or in any utility facility or appurtenances thereto, constructed by or under Developer or any easement Owner, or their agents through, along or upon the premises affected thereby, or any part thereof, to serve said land or any other portion of the Property.

ARTICLE III

LAND USE AND BUILDING RESTRICTIONS

Section 3.01 Residential Use. No Lot shall be used for any purpose except for single family residential purposes. The term "residential purposes" as used herein shall be held and construed to exclude hospitals, clinics, duplex houses, hotels, and to exclude commercial business, and professional uses whether from homes, residences or otherwise, and the above described uses of such property are hereby expressly prohibited. The term "building" or "buildings" are used herein shall be held and construed to mean those permissible buildings and structures which are or will be erected and construed to mean those 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 four (4) vehicles and servant's type quarters, which may be occupied by an integral part of the family occupying the main residence on the building site or by servants employed on the premises; and, (b) a toolshed or workshop attached or unattached to the residence building, provided, however, nothing herein shall be construed to permit or allow the use of any garage for other than, primarily, the housing of vehicles and any enclosures of the garage which prevents its use for such purpose is specifically prohibited. No building of any kind or character shall ever be moved onto any Lot, it being the intention that only new construction shall be placed and erected thereon. Vehicles will include one engine airplanes and boats.

All construction of the primary residential structure, garage, porches and any other appurtenances or appendages of every kind and character on any Lot 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 foundation forms are set, and "completed" shall be deemed to mean that the structure exterior is completed or "dried in".

Section 3.02 Dwelling Size and Construction. No main residential structure shall be placed on any Lot unless its one-story living area has a minimum of twenty five hundred (2,500) square feet of floor area, exclusive of porches and garages. Two-story residential structures shall have a minimum of 3,000 square feet of living area, exclusive of porches and garages. All residential structures shall have a minimum slab elevation of 205.50 (mean sea level). All foundations shall be concrete including retaining walls. Exterior walls shall be at least 51% masonry (front and two sides) (exception will be gabled ends above a first floor). Windows shall be aluminum, steel or glass (no wood windows allowed). All roofs shall have a 25 year minimum warranty (no wood shingles allowed). Rear of homes, patios, decks, porches, steps, railings, etc. shall be of CCA material or equal and constructed with galvanized screws, nails or bolts unless ground level requires concrete or stone. No window or wall air/heat units will be allowed.

Section 3.03 Composite Building Site. Any Owner of one or more adjoining Lots (or portions thereof) may, with the prior written approval of the Architectural Control Committee, consolidate such Lots or portions into one building site, with the privilege of placing or constructing improvements on such resulting site, in which case the side set-back lines shall be measured from the resulting side property lines rather than from the Lot lines as indicated to the Plat. Any such composite building site must have a frontage at the building set-back line of not less than the minimum frontage of all Lots in the same block.

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Section 3.04 Temporary Structure. No structure of a temporary character, trailer, tent, detached living quarters of any kind (except for living quarters contained thereon for bona fide servants, or temporary structure used in conjunction with construction of the primary residence as described under Section 1 above), barn, treehouse, or other outbuilding shall be used on any Lot at any time.

Section 3.05 Garages/Barns/Outbuildings. No more than three (3) garages, barns or outbuildings will be constructed on any lot as attached or detached buildings. All such structures shall use construction materials/techniques as would be prescribed for a permanent structure. Architecture should match the general architecture of the residences modified as required for functionality. Garages, barns and outbuildings less than five hundred (500) square feet in area shall not require Architectural Control Approval provided those structures meet the guidelines provided herein. Boathouses, piers, docks, boat slips and bulkheads shall be approved by the San Jacinto River Authority and/or the Corp of Engineers, as appropriately, according to their rules and regulations. These structures shall also be aesthetically pleasing and consistent with other restrictions included herein and be constructed of CCA material or equal with galvanized bolts, washers, nuts and/or screws. No "homemade" type of deck or floating dock shall be allowed. All facilities shall be maintained in a proper fashion at all times.

Section 3.06 Walls, Fences and Hedges. Walls and fences shall be constructed on the lot owners property and should in no way encroach on other lots or common property. No wall or fence will be constructed as to block or impede ingress and egress from the subdivision. Walls and fences should not exceed six (6 ft) feet in height. Any variations from the above requirements shall require approval of the Architectural Control Committee. Fences shall not be constructed in a fashion that would restrict lake view from adjacent lots. No chain link fences shall be allowed, nor any fences along the water line of Lake Conroe.

Section 3.07 Antennas. Electronic antennas shall be limited to one antenna structure for television signals, FM signals and/or citizens band/amateur radio signals. The permitted structure may be free standing (with or without down guys) or may be attached to the residential structure. One satellite dish for receiving satellite TV shall also be permitted and considered a second and separate structure for purposes herein. Electronic broadcast interference will be handled as a nuisance as prescribed under Article III, Section 3.17 herein, but in no way shall this be construed to supersede federal laws governing such activities.

Section 3.08 Swimming Pools. The design and location of swimming pools must be approved by the Architectural Committee, and such pools must be fenced in accordance with all appropriate laws and ordinances and must comply with Section 3.06 above.

Section 3.09 Lot Area. No lot or combination of lots, regardless of ownership, shall be re-subdivided, under any circumstances.

Section 3.10 Signs. No sign, advertisement, billboard or advertising structure of any kind may be erected or maintained on any Lot without the consent in writing of the Architectural Control Committee; except one (1) sign of not more than twenty four (24) inches square advertising the property for sale, or signs used by a builder to advertise the property during the construction or sales period as established by the Developer. The Developer shall have the right to remove any such sign, advertisement or billboard or structure which is placed on any residential Lot without consent, and in so doing, shall not be liable, and are expressly relieved from any liability for trespass or other tort in connection therewith, or arising from such removal.

Section 3.11 Oil and Mining Operations. No oil drilling, oil development operations or 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 structure

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designed for use in boring for oil or natural gas shall be erected, maintained or permitted upon any Lot.

Section 3.12 Livestock and Poultry. No commercial livestock or poultry of any kind shall be raised, bred or kept on any Lot except that dogs and cats (not to exceed one per acre) may be kept, provided that they are not kept, bred or maintained for any commercial purposes, but only for the use and pleasure of the Owner or occupants of such Lots, and provided that they are not allowed to roam or wander outside the boundaries of the owners property.

Section 3.13 Storage and Disposal of Garbage and Refuse. No Lot shall be used or maintained as a dumping ground for rubbish. Trash, garbage, or other waste material shall not be kept except in sanitary containers constructed of metal, plastic or masonry materials with sanitary covers or lids. Equipment for the storage or disposal of such waste materials shall be kept in clean and sanitary condition. No Lot shall be used for the open storage of any materials whatsoever, which storage is visible from the street except that new building materials used in the construction of improvements erected upon any Lot may be placed upon such Lot at the time construction is commenced and may be maintained thereon for a reasonable time, so long as the construction progresses without undue delay, until the completion of the improvements, after which these materials shall either be removed from the Lot or stored in a suitable enclosure on the Lot.

Section 3.14 Vehicle Parking. All boats, boat trailers, boat rigging truck cabs, trailer cabs, trailer houses or campers shall not be parked or placed in or on the easements provided for ingress and egress to and through the subdivision. No inoperable vehicles are to be stored on any property, and no property is to be used for storage of commercial vehicles. Any temporary parking of any vehicle(s) shall be limited to two (2) weeks.

Section 3.15 Removal of Dirt. The digging of dirt or the removal of dirt from any Lot is expressly prohibited, except when necessary in conjunction with residential construction being done of such Lot. No tree shall be cut on any Lot except to provide room for construction of buildings, bulkhead and driveways, or to remove disease, damaged, dead or unsightly trees. Bulkheading and lake dredging will be governed by laws and regulations applicable to Lake Conroe (i.e., San Jacinto River Authority, Corp of Engineers, etc).

Section 3.16 Water and Sewage Disposal Systems. All water and septic/sewer systems will be constructed to meet all applicable local and state requirements.

Section 3.17 Nuisances. No noxious or offensive trade or activity shall be permitted upon any Lot, nor shall anything be done thereon which may be or may become an annoyance or nuisance to the neighborhood.

Section 3.18 Firearms/Hunting. The discharge of any type of firearm is strictly prohibited on the property. Hunting of any type is prohibited on the property.

Section 3.19 Lot Maintenance. The Owners or occupants of all Lots shall, to the extent practical and possible, 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 or any Lot except leaves, limbs and grass clippings incidental to normal lot maintenance. Burning of garbage, trash or rubbish is expressly prohibited. In the event of default on the part of the Owner or occupant of any Lot in observing the above requirements or any of them, such default continuing after ten (10) days written notice thereof, the Developer or their agents may, without liability to the Owner or occupant in trespass or otherwise, enter upon said Lot and cut or cause to be cut such weeds and grass and remove or cause to be removed such garbage, trash and rubbish or do any other thing necessary to secure compliance with these restrictions so as to place said Lot in a neat, attractive,

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healthful and sanitary condition and may charge the Owner or occupant of such Lot for the cost of such work. The Owner or occupant, as the case may be, agrees by the purchase or occupation of the property to pay such statement immediately upon receipt thereof. If such Owner or occupant fails to pay such statement upon receipt, such Owner or occupant shall thenceforth be liable for compound interest on such amount at the rate of twelve percent (12%) per annum, or the maximum contract rate permitted by usury laws, together with reasonable attorney's fees and/or other expenses of collection.

Section 3.20 Building Location. No building shall be located on any Lot nearer than one hundred fifty (150) feet from the front line of such Lot. No building shall be located nearer than twenty-five (25) feet to any interior side Lot line or shall be located on any Lot nearer than thirty-five (35) feet to the rear Lot line. For the purposes of this section, eaves, steps and open porches shall not be considered as a part of the building provided, however, that the foregoing shall not be construed to permit any portion of a building on any Lot to encroach upon another Lot.

Section 3.21 Maintenance Fees. The maintenance fee of \$10.00 per month (payable on an annual basis) shall be expended on the maintenance and clean-up of the Laketree Drive right-of-way (a privately dedicated street). At such time, if the amount of fees are substantial and electric power is available, the fees shall be utilized for the installation of a remote controlled entrance gate.

Section 3.22 Miscellaneous.

Driveways shall be 1 1/2" asphalt over 6" flexible base, pavers, stone or concrete from street pavement to front building line.

Propane tanks shall be screened if above ground or buried as per all applicable rules and regulations.

Mail boxes shall be of a standard type as established by the Architectural Control Committee.

No lot shall be used for open storage of any type (except during construction).

ARTICLE IV

EASEMENTS

Section 4.01 Utility Easements. It is expressly agreed and understood that the title conveyed by Developer to any Lot by contract, deed or other conveyance shall not in any event be held or construed to convey title to the water, gas, storm sewer, electric lights, electric power, telegraph or telephone lines, poles or conduits or any utility or appurtenance thereto constructed by or under Developer or its agents or by any public utility companies through, along or upon said easements or any part thereof to serve said Lot or any other portions of the subdivisions, and the right to maintain, repair, sell or lease such lines, utilities and appurtenances to any municipality or other governmental agency or to any public service corporation or to any other party is hereby expressly reserved by Developer. Easements for installation and maintenance of utilities and drainage facilities are reserved as shown on the recorded plat of this Subdivision. No Lot Owner shall erect any wall, fence, barbecue pit or other landscaping structure within the area of the overhead power easement located on the Property, of any path easement designated on the plat of this Subdivision as appurtenance to the created in connection with any easement, nor shall any hedges, shrubs, trees or other bushes be planted within, across or over such easement or easements.

Section 4.02 Easement for Surface Drainage. No wall, fence hedge or other obstacle shall be constructed so as to prevent natural surface drainage across adjoining Lots.

ARTICLE V

ARCHITECTURAL CONTROL COMMITTEE

Section 5.01 Duties of Architectural Control Committee. No building or other improvements shall be erected, placed or altered on any residential building site or Lot until the construction plans and specifications therefor, and the plat plan of the building sites showing the locations of all buildings and sidewalks to be erected thereon, have been approved by the Architectural Control Committee conformity and harmony with the external design of the existing structures in the Subdivision, and as to location of building and improvements with respect to topography and finished grade elevation. A majority of the Architectural Control Committee may designate a representative with authority to approve the design and location of any building. Any approval or disapproval by the Architectural Control Committee of any matter herein required or permitted shall be in writing. If the Architectural Control Committee or its designated representative fail to give written approval or disapproval within thirty (30) days after any plans and specifications have been submitted to it, or in any event, if no suit to enjoin the construction under any such plans and specifications has been commenced prior to the completion of the improvements, approval will not be required and the provisions of this Agreement shall be deemed to have been fully satisfied. The Architectural Control Committee, at its sole discretion is hereby permitted to approve deviations in building area and locations in a more commonly beneficial use. Such approval must be granted in writing and when given will become a part of these restrictions. The Architectural Control Committee shall consist of four members and the original members of said committee shall be Bobbie L. Harris, Simon W. Harris, Jr., Virginia C. McNabb and Clinton E. McNabb.

Section 5.02 Replacement. In the event of death or resignation of any member or members of the committee, the remaining member or members of the committee shall appoint a successor member or members to the committee, and until such successor member or members shall have been appointed, the remaining member or members shall have full authority to approve or disapprove plans, specifications, and plot plans submitted or to designate a representative with like authority. All such successor members must be current property owners in the Laketree Subdivision and shall serve so long as he or she shall remain a property owner, resign or die.

Section 5.03 Minimum Construction Standards. The Architectural Control Committee may from time to time promulgate an outline of minimum acceptable construction standards provided, however, that such outline will serve as a minimum guideline and such Architectural Control Committee shall not be bound thereby.

Section 5.04 Variances. Article III of the Declaration contains a number of provisions wherein the Architectural Control Committee is expressly granted the authority, in its discretion, to permit variances from the effect of a particular restrictive covenant. The Architectural Control Committee may require the submission to it of such documents and items (including, as examples but without limitation, written request for and description of the variances requested, plans, specifications, plots plans and samples of materials) as it shall deem appropriate, in connection with its consideration of a request for a variance. If the Architectural Control Committee shall approve such request for a variance, the Architectural Control Committee may evidence such approval, and grant its permission for such variance, only by written instrument, addressed to the Owner of the Lot(s) relative to which such variance has been requested, describing the applicable restrictive covenant(s) and the particular variance requested, expressing the decision of the appropriate committee of the Architectural Control Committee to permit the variance, describing (when applicable) the conditions on which the variance has been approved (including, as examples but without limitation, the type of alternate materials to be permitted, the alternate materials to be permitted, the alternate fence height approved or specifying the location, plans and specifications applicable to an approved carport), and signed by a majority of the then members of the Architectural Control

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Committee (or by the Committee's designated representative if one has been designated). Any request for a variance shall be deemed to have been approved for the purposes hereof in the event of either (a) written notice of disapproval from the appropriate committee of the Architectural Control Committee; or (b) failure by the Committee to act on the request for variance. In the event the Architectural Control Committee or any successor to the authority thereof shall not then be functioning, no variances from the covenants of this Declaration shall be permitted, it being the intention of Declarant that no variances be available except in the discretion of the Architectural Control Committee. The Architectural Control Committee shall have no authority to approve any variance except as expressly provided in this Declaration.

ARTICLE VI

GENERAL PROVISIONS

Section 6.01 Term. The terms and provisions, including the covenants and restrictions, of this Declaration shall run with and bind the Properties, and shall inure to the benefit of all Owners in the Subdivision, their respective legal representatives, heirs, successors and assigns, for an initial term commencing on the effective date hereof and ending December 31, 2019. During such initial term the terms and provisions, including the covenants and restrictions, of this Declaration, may be changed, amended or terminated only by a instrument signed by the then Owners of not less than fifty-one percent (51%) of all Lots in the Property, and properly recorded in the appropriate records of Montgomery County, Texas. Upon the expiration of such initial term said terms and provisions, including the covenants and restrictions (if not previously terminated and as changed, if changed), and the enforcement rights relative thereto, shall be automatically extended for successive periods of ten (10) years. During such ten (10) year extension period, the terms and provisions, including covenants and restrictions of this Declaration, may be changed, amended, or terminated only by an instrument signed by the then Owners of not less than fifty-one percent (51%) of all the Lots in the Property, and properly recorded in the appropriate records of Montgomery County, Texas. Upon any violation or attempt to violate any of the covenants herein, it shall be lawful for any Owner to prosecute any proceedings at law or in equity against the person or persons violating or attempting to violate any such covenant and either to prevent him or them from doing so or to recover damages or other dues for such violations.

Section 6.02 Severability. In the event that any of the provisions hereof, or any portion thereof, shall become or be held to be invalid, whether by judicial decision or otherwise, such invalidity shall not affect, alter or impair any other provision hereof that was not so declared invalid and such other provisions shall remain in full force and effect in accordance with the terms hereof.

Section 6.03 Enforcement. In the event of any violation or attempted violation of any of the terms or provisions hereof, including any of the restrictions or covenants set forth herein, enforcement of the terms and provisions shall be authorized by any proceedings at law or in equity against any person or persons of violating or attempting to violate any of the provisions hereof, including by means of actions to restrain or prevent such violation or attempted violation by injunction, prohibitive or mandatory, and it shall not be prerequisite to the granting of any such injunction that there be inadequate remedy at law or that there be any showing of irreparable harm or damage if such injunction is not granted. In addition, any person entitled to enforce the provisions hereof may recover such damages, either actual or punitive, as such person may show himself justly entitled by reason of such violation of the terms and provisions hereof. The terms and provisions hereof may be enforced by Declarant, or by the Owner of any Lot. Failure by anyone so to enforce any covenant or restriction hereof shall not be construed to constitute a waiver of the right to thereafter enforce such provision or any other provision hereof. No violation of any of the terms or provisions hereof, or any portion thereof, shall affect the rights of any mortgagee under any mortgage or deed of trust presently or hereafter placed of record covering any of the land shown to be within the Properties.

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Section 6.04 Binding Effect. All of the terms hereof shall extend and be binding on all of the parties hereto and their respective heirs, personal representatives, successors and assigns.

Section 6.05 Liberal Interpretation. The provisions of this Declaration shall be liberally construed as a whole to effectuate the purpose of this Declaration.

Section 6.06 Successors and Assigns. The provisions hereof shall be binding upon and inure to the benefit of the Owners, the Developer, and their respective heirs, legal representatives, executors, administrators, successors and assigns.

Section 6.07 Effect of Violations on Mortgages. No violation of the provisions herein contained, or any portion thereof, shall affect the lien of any mortgage or deed of trust presently or hereafter placed of record or otherwise affect the rights of the mortgagee under any such mortgage, the holder of any such lien or beneficiary of any such deed of trust; and any such mortgage, lien, or deed of trust may, nevertheless, be enforced in accordance with its terms, subject, nevertheless, to the provisions herein contained.

Section 6.08 Terminology. All personal pronouns used in this Declaration and all exhibits attached hereto, whether used in the masculine, feminine or neuter gender, shall include all other genders; the singular shall include the plural and vice versa. Title of Articles and Sections are for convenience only and neither limit nor amplify the provisions of this Declaration itself. The terms "herein", "hereof" and similar terms, as used in this instrument, refer to the entire agreement and are not limited to referring only to the specific paragraph, section or article in which such terms appear. All references in this Declaration to Exhibits shall refer to the Exhibits attached hereto.

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IN WITNESS WHEREOF, the undersigned, being the Declarant herein, has hereunto set their hands as of this 20th day of April, 1994.

DECLARANT:

Bobbie L. Harris
BOBBIE L. HARRIS

Simon W. Harris, Jr.
SIMON W. HARRIS, JR.

STATE OF TEXAS (

COUNTY OF MONTGOMERY)

This instrument was acknowledged before me on the 20th day of April, 1994, by BOBBIE L. HARRIS, in the capacity therein stated.



Al Stewart
Notary Public, State of Texas

STATE OF TEXAS (

COUNTY OF MONTGOMERY)

This instrument was acknowledged before me on the 20th day of April, 1994, by SIMON W. HARRIS, JR., in the capacity therein stated.



Al Stewart
Notary Public, State of Texas

EXHIBIT "A"

BEING 37.1961 ACRES OF LAND IN THE OWEN SHANNON SURVEY, ABSTRACT NO. 36, MONTGOMERY COUNTY, TEXAS, SAID 37.1961 ACRES BEING OUT OF A 42.7 ACRE TRACT OF LAND AS RECORDED IN FILM CODE NUMBER 415-01-1249 AND FILE NO. 8632566, REAL PROPERTY RECORDS OF MONTGOMERY COUNTY, TEXAS, AND BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

BEGINNING at a 5/8 inch iron rod located at the point of intersection of the westerly line of the said 37.1961 acres of land with the 201 elevation water line of Lake Conroe;

THENCE Southeasterly along the 201 elevation line of Lake Conroe and the northerly line of the said 37.1961 acre tract of land the following bearings and distances;

- N. 70 deg. 58' 39" E, 54.52 feet;
- S. 88 deg. 23' 21" E, 147.34 feet;
- S. 88 deg. 11' 21" E, 139.60 feet;
- N. 83 deg. 27' 39" E, 213.08 feet;
- S. 66 deg. 53' 21" E, 197.29 feet;
- S. 72 deg. 36' 21" E, 116.98 feet;
- S. 68 deg. 43' 21" E, 389.47 feet;
- S. 83 deg. 00' 21" E, 197.66 feet;
- N. 82 deg. 11' 39" E, 99.62 feet;
- S. 75 deg. 39' 21" E, 75.72 feet;
- S. 12 deg. 13' 39" W, 69.35 feet;
- S. 48 deg. 48' 39" W, 83.90 feet;
- S. 05 deg. 51' 21" E, 127.60 feet;
- S. 68 deg. 35' 21" E, 73.26 feet;
- N. 78 deg. 11' 39" E, 119.82 feet;
- N. 84 deg. 42' 39" E, 211.66 feet;
- S. 71 deg. 12' 21" E, 223.88 feet;

THENCE S. 86 deg. 31' 27" W, 613.50 feet to an iron rod;

THENCE S. 00 deg. 28' 04" W, 695.96 feet to an iron rod located at the southeast corner of the said 37.1961 acre tract of land;

THENCE N. 72 deg. 09' 38" W, 1843.52 feet to an iron rod;

THENCE N. 04 deg. 58' 22" W, 136.98 feet to an iron rod located at a fence corner;

THENCE N. 24 deg. 31' 10" E, 643.79 feet to the PLACE OF BEGINNING.

FILED FOR RECORD
 94 APR 22 PM 12:22
Roy Harris
 COUNTY CLERK
 MONTGOMERY COUNTY, TEXAS

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

APR 22 1994



Roy Harris
 COUNTY CLERK
 MONTGOMERY COUNTY, TEXAS

Return to Al Stewart
 GF 17401