

2001-062678

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DECLARATION OF COVENANTS, CONDITIONS AND RESTRICTIONS
WHITE OAK RANCH SUBDIVISION, SECTION ONE

THE STATE OF TEXAS §
 §
COUNTY OF MONTGOMERY §

THAT this Declaration of Covenants, Conditions and Restrictions (hereinafter referred to as the "Declaration") is made on the date hereinafter set forth by LAKE CONROE DEVELOPMENT CORPORATION, a Texas corporation, (hereinafter referred to as "Declarant") acting herein by and through its duly authorized officers.

WITNESSETH:

WHEREAS, Declarant is the owner of that certain property known as White Oak Ranch Subdivision, Section One, a subdivision in Montgomery County, Texas, according to the map or plat (hereinafter referred to as "Subdivision Plat") thereof recorded in Cabinet Q, Sheet 75 inclusive, of the Map Records of Montgomery County, Texas; and

WHEREAS, it is the desire of Declarant to place certain covenants, conditions, restrictions, stipulations and reservations upon and against White Oak Ranch Subdivision, Section One in order to establish a uniform plan for the development, improvement and sale of such property, and to insure the preservation of such uniform plan for the benefit of both the present and future owners in said subdivision;

NOW, THEREFORE, Declarant hereby adopts, establishes and imposes upon all of the Lots in White Oak Ranch Subdivision, Section One, 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 the property which reservations shall run with said property and shall be binding upon all parties having or acquiring any right, title or interest therein, or any part thereof, and shall inure to the benefit of each owner thereof.

ARTICLE I
DEFINITIONS

The following words, when used in this Declaration of Covenants, Conditions and Restrictions, shall have the following meanings:

Section 1. "Architectural Control Committee" or "Committee" shall mean and refer to the White Oak Ranch Subdivision, Section One Architectural Control Committee provided for in Article VI hereof.

Section 2. "Association" shall mean and refer to White Oak Ranch Subdivision Homeowners Association, Inc., a Texas non-profit corporation, its successors and assigns.

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*Return To: LAKE CONROE
Development Corporation
7711 Holmgren Road
CONROE, TEXAS
77304*

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STATE OF TEXAS
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MARK TURNBULL
COUNTY CLERK
COUNTY OF MONTGOMERY

By: *Diana [Signature]* Deputy

Section 3. "Canal Lot" shall mean and refer to any residential lot having frontage on any canal connecting to Lake Conroe.

Section 4. "Common Area" shall mean all property owned by the Association for the common use and benefit of the Owners.

Section 5. "Declarant" shall mean and refer to Lake Conroe Development Corporation, its successors and assigns, if such successors and assigns are so designated in writing by Declarant as the successors and assigns of all of Declarant's rights hereunder.

Section 6. "Interior Lot" shall mean and refer to any residential lot not having frontage on Lake Conroe or any canal connecting to Lake Conroe

Section 7. "Living Unit" shall mean and refer to any improvements on a Lot which are designed and intended for occupancy and use as a residence by one person, by a single family, or by persons living together as a single housekeeping unit; provided, however, the term "Living Unit" shall not include a garage constructed on the Lot which is attached or detached from the other improvements on the Lot.

Section 8. "Lot" shall mean and refer to any of the numbered residential lots shown on the Subdivision Plat or any replat thereof or which may become incorporated by annexation.

Section 9. "Member" shall mean and refer to every person or entity who holds a membership in the Association.

Section 10. "Occupied Lot" shall mean and refer to any Lot on which there is a Living Unit in which one or more persons are residing.

Section 11. "Owner" shall mean and refer to the record Owner, whether one or more persons or entities, of a fee simple title to any Lot, 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.


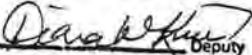
Section 12. "Property" and/or "Properties" shall mean and refer to White Oak Ranch Subdivision, Section One, as identified in the subdivision plat.

Section 13. "Required Private Subdivision Improvements" means the subdivision improvements which are required under the applicable regulations of the City of Conroe, Texas, and are described in Article II of these covenants and restrictions.

Section 14. "Reserve" shall mean and refer to the areas designated on the Subdivision Plat as a Reserve.

Section 15. "Residential Dwelling" shall mean and refer to a single residential dwelling with garage.

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By:  Deputy

Section 16. "River Authority" and/or "SJRA" shall mean and refer to the San Jacinto River Authority.

Section 17. "Subdivision" shall mean and refer to the real property contained within the perimeter boundaries of the subdivision plat 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 18. "Subdivision Plat" shall mean and refer to the map or plat of White Oak Ranch Subdivision, Section One recorded in Cabinet _____, Sheet _____ inclusive, of the Map Records of Montgomery County, Texas.

Section 19. "Waterfront Lot" shall mean and refer to any residential lot having frontage on Lake Conroe or any canal connecting to Lake Conroe.

ARTICLE II REQUIRED SUBDIVISION IMPROVEMENTS

Section 1. Private Dedication. Certain subdivision improvements which are required by the subdivision regulations of the City of Conroe, Texas (hereinafter referred to as "City") have been privately dedicated for the use and benefit of, among others, Property Owners within the Subdivision. The improvements described in this Article are required subdivision improvements which are dedicated for the private use and benefit of Owners within the Subdivision and of the other classes of persons mentioned in the Subdivision Plat. The maintenance entity authorized and required under this Declaration shall be responsible for the maintenance and upkeep of these required improvements and shall be authorized to assess and collect a maintenance fee against the Subdivision Lots and to expend funds so collected for such purposes.

Section 2. Private Streets. Streets which have been noted on the Subdivision Plat as "Private" are dedicated for the private use and benefit of, among others, Owners within the Subdivision and are maintained by the maintenance entity. Notwithstanding this private dedication, the dedication includes an easement covering the street area which permits the installation, operation and maintenance of water, sewer, gas, electric, telephone, cable television or other such utilities by the city and other utilities lawfully entitled to provide service to the abutting Property. The dedication also includes a right of access to public agencies engaged in both routine and emergency public services, including law enforcement, fire protection, medical response, inspection and code enforcement. The maintenance entity may make an offer of public dedication of private streets if such dedication is authorized by the affirmative vote of all of the Owners within the Subdivision. To be effective, an offered public dedication must be accepted by a formal vote of the governing body of the public entity which has jurisdiction over the streets. Until formally accepted, private streets which are offered for public dedication remain the responsibility of the maintenance entity.

Section 3. Street Lights. The maintenance entity shall be responsible for the operation and maintenance of street lighting within the Subdivision until such responsibility is assumed by a public entity.

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By: Diana Kunt Deputy

Section 4. Storm Water Detention Facilities. Storm water detention facilities have been located within the Subdivision to contain the storm water runoff associated with the Development. The maintenance entity shall be responsible for the operation, repair and maintenance of these facilities.

Section 5. Open Spaces and Common Areas. The maintenance entity shall be responsible for open spaces and Common Areas within the Subdivision. These facilities are dedicated for the use and benefit of Owners within the Subdivision only.

Section 6. Screening Improvements. The maintenance entity shall be responsible for maintenance of any screening improvements within the Subdivision. These facilities are dedicated for the use and benefit of Owners within the Subdivision only.

Section 7. Amendment of Article. The provisions of this Article may not be amended without the express written consent of the Planning Commission of the City.

Section 8. Exercise of Maintenance and Assessment Powers by City. In the event the maintenance entity shall fail or refuse to adequately maintain the privately dedicated subdivision improvements described by this Article, the City shall be authorized, but not obligated, to exercise the assessment and maintenance powers in place of the maintenance entity. The City may utilize the proceeds of the maintenance funds to reimburse funds advanced by the City for maintenance or improvements covered by this Article.

Section 9. Owner's Certification and Dedication. Declarant and Owners certify that they have or will comply with all applicable regulations of the City and that a rough proportionality exists between this Declaration of Covenants, Conditions and Restrictions, the improvements of the Subdivision, and exactions required under regulations of the City and the projected impact of the Subdivision. Storm water detention facilities, screening, bulkheading (if applicable), private streets and common areas, and street lights not maintained by a governmental entity shall be maintained by the Owners within the Subdivision. The City may repair any such private facility if it determines that its condition would interfere with the provision of any governmental service or pose a significant threat of injury to persons or property outside the Subdivision. A repair made by the City shall not obligate the City for future maintenance of the facility. The cost of repairs by the City shall be assessed against the Owners within the Subdivision. Such assessments are secured by a continuing vendor's lien in favor of the City that is hereby established upon each Lot. This provision shall be a covenant running with the land and shall be binding on each person purchasing a Lot within the Subdivision.

ARTICLE III RESTRICTIONS, EXCEPTIONS AND DEDICATIONS

The Subdivision Plat dedicates for use, subject to the limitations set forth therein, the private streets and easements shown thereon and such Subdivision Plat further establishes minimum setback lines applicable to the Property. All dedications, limitations, restrictions, and reservations shown on the Subdivision Plat are incorporated 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

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By: Diana [Signature] Deputy

conveyance executed, conveying said Property or any part thereof, whether specifically referred to therein or not.

Section 1. Utility Easements.

(a) All Lots are subject to the utility easements shown on the plat or designated in these Restrictions.

(b) No building shall be located over, under, upon or across any portion of any utility easement; however, the Owner of each Lot shall have the right to construct, keep, use and maintain driveways and similar improvements across the utility easements located on the front of the Lot and/or along the side of corner Lots adjacent to street right-of-ways.

(c) With the prior written approval of the Committee, the Owner of each Lot also shall have the right to construct, locate, keep and maintain driveways, walkways, steps, air conditioner units and equipment over, across or upon any utility easement along the side of such Lots (the "Side Lot Utility Easement") and shall be entitled, at all times, to cross, have access to and use the improvements located thereon; however, any such improvements placed upon such Side Lot Utility Easement by the Owner shall be constructed, maintained and used at Owner's risk and the location of such improvements shall not impede the natural flow of water across the Lot. The Owner of each Lot subject to said Side Lot Utility Easements shall be responsible for (i) any and all repairs to the driveways, walkways, steps, air conditioner units and equipment which cross or are located upon such Side Lot Utility Easements caused by the utility district, any public utility or cable television company in the course of installing, operating, maintaining, repairing, or removing its facilities located within the Side Lot Utility Easements.

(d) In no event shall any Owner construct, keep, maintain or use driveways, walkways, steps, air conditioner units, equipment and improvements upon any utility easements located along the rear of any Lot.

(e) In addition to the utility easements shown on the recorded Plat, there is hereby dedicated a five foot (5') wide Entergy Utility Company easement, extending from the surface of the ground downward, and said easement being two and one-half (2-1/2) feet on each side of underground electric service lines as now or hereafter constructed and will extend along the route selected by Entergy Utility Company from Entergy Utility company's distribution facilities to the electric meter when and as located upon Lots and Reserves in the Subdivision. Entergy Utility Company shall have the right to excavate said Lot easement strip, and to remove objects, structures, growth or protrusions thereon.

(f) The Owner of each Lot shall indemnify and hold harmless Declarant, public utility companies, private utility companies and any cable television company having facilities located over, across or under utility easements from any loss, expense, suit or demand resulting from injuries to persons or damage to Property in any way occurring, incident to, arising out of, or in connection with said Owner's installation, maintenance, repair or removal of any permitted improvements located within utility easements.. Neither Declarant nor any utility company or cable television company using the easements herein referred to, shall be liable for any damages

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COUNTY OF MONTGOMERY

By: Daniel West Deputy

done by them or their assigns, their agents, employees or servants to fences, shrubbery, trees, flowers or any other real or personal property of the Owner situated on the easement.

Section 2. Road and Street Easements. The roads and streets in the Properties are not dedicated to the public, but shall be operated as private streets with each Owner having an easement for the use and benefit of such Owner, which easements shall include rights of ingress, egress and passage over and along said streets in favor of the Declarant, the Association, the Owners, the other classes of persons for whose benefit the roads and streets are dedicated in the Subdivision Plat, and their respective legal representatives, successors and assigns, guest, invitees, licensees, designees and the successors-in-title to each Lot Owner, and other such person, but not in favor of the public.

Subject to the terms and conditions of this Section, the private roads and streets in the Properties as shown on the Plat are hereby dedicated as utility easements strictly for the purpose of constructing, operating, maintaining or repairing a system(s) of electric lighting, electric power, telegraph and telephone lines, gas lines, sewers, water lines, storm drainage (surface or underground), cable television, or any other utilities that the Declarant sees fit to install (or permit to be installed) in, across and/or under the Property. The dedication of the roads and streets as utility easements shall not affect operation of the roads and streets in this Property as private roads and streets.

Declarant reserves the right to make changes in and additions to the above easements for the purpose of most efficiently and economically installing the improvements. Should any utility company or cable television company furnishing a service covered by the general easement herein provided request a specific easement by separate recordable document, Declarant, without the joinder of any other Owner, shall have the right to grant such easement of said Property.

Declarant reserves the right, during installations of paving of the streets, to enter onto any Lot or Lots for the purpose of disposing of excavation or for the removal of trees, if necessary.

Declarant reserves the right to grant additional ingress and egress easements along the roads and streets in the Properties and to grant the roads and streets to the Association, subject to such restrictions and conditions set forth in the deed conveying such roads and streets.

Notwithstanding the operation of the roads and streets in the Property as private streets, Declarant hereby grants to Law Enforcement Agencies and Officers of Montgomery County and the State of Texas, other governmental law enforcement bodies, fire department officials and fire protection personnel, vehicles and equipment, ambulances, school buses, Montgomery County officials and personnel and other governmental officials and personnel, and to the authorized agents of the Association for performance of the Association's duties ingress and egress and passage over and along said private roads and streets of the Subdivision in connection with the performance of their official functions.

Section 3. Common Properties. Any and all common properties shown on the Subdivision Plat, if any, including but not limited to any marina, boat launching or storage facilities or boat slips, are dedicated for the use and benefit of all Owners of Lots in the Subdivision; the Owners of Lots in all existing and future sections of White Oak Ranch

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By: Deandre K. King Deputy

Subdivision; and all Owners of Property now owned or hereafter acquired by Declarant located adjacent to any existing or future section of White Oak Ranch Subdivision, and in favor of the invitees and designees of each such Owner and each successor-in-title to each such Lot or Property, subject however, to such reasonable rules and regulations as may be imposed by the Association relating to the use of such common properties.

Section 4. Mineral Reservation. Declarant will save, except and reserve unto itself, its successors and assigns all oil, gas and other minerals in, on, or under or that may be produced from the Subdivision but Declarant agrees not to use, enter upon, or occupy any portion of the surface of the Subdivision and not to place any fixtures, equipment, buildings or structures thereon for the purposes of exploration for, exploitation of, mining and production, processing, transporting, and marketing of the reserved oil, gas and other minerals. Declarant will waive the use of such surface rights in any documentation conveying any portion of the Subdivision.

Section 5. SJRA Property. Adjacent to and along the property line of Lots Fifty-Five (55) through Sixty-Three (63) of Block One (1) of the Property, lies a chain link fence which is the property of SJRA. No portion of this property of SJRA may be removed, defaced, or interfered with in any fashion. The ownership of this chain link fence shall remain in SJRA and does not constitute any portion of the Subdivision.

ARTICLE IV USE RESTRICTIONS

Section 1. Land Use and Building Type.

(a) All Lots shall be restricted in use and shall be used for residential purposes only (hereinafter referred to as "Lots") except as outlined in Section 1(a) herein. No structure shall be erected, altered, placed or permitted to remain on any Residential Lot other than one (1) single family dwelling with a detached or an attached fully enclosed garage for not less than two (2) nor more than four (4) cars. The garage will be available for parking automobiles at all times without any modifications being made to the interior of said garage. Such garage shall be constructed at the same time as the dwelling and act as an integral part of the residential structure, constructed with the same design, color and materials as the residence. Occupancy of the dwelling shall not be authorized until the garage is complete. The residential dwelling shall not exceed a height of thirty-five (35) feet. The height shall be measured from where the highest point of the natural grade of the Lot abuts the structure, except where the slab must be elevated above the natural grade to achieve minimum slab elevation as required by the Committee. In this situation, the height shall be measured from the minimum slab elevation established by the Committee. A detached garage shall not exceed one story in height, however, if a bona fide servants quarters is constructed above the garage, the total height will not exceed the main dwelling in height or number of stories. No garage or servant's quarters or other permitted structure shall be erected or built on any Lot until construction of the residential dwelling has commenced.

No garage may open to the rear of a Waterfront Lot unless otherwise approved by the Committee. All detached garages where permitted in this Article must be attached to the main residence with a covered walk or porte cochere with the cover or porche being a minimum of six

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By: Danale Hunt Deputy

feet (6') wide. Garages placed on corner lots may face the side street and shall be located no closer to the side lot line than the minimum side lot building setback line as shown on the Subdivision Plat. Garages which open to the roads and streets in the Property will only be allowed by the Committee when absolutely required.

As used herein, the term "Residential Purposes" shall be construed to prohibit the use of said Lots for garage apartments or apartment houses; and no Lot shall be used for business or professional purposes of any kind except as outlined in Section 1(a) herein, nor for any commercial or manufacturing purpose. Each Lot improvement thereon shall be used only as a single family residence. The rental of a dwelling for occupancy as a residence shall not be construed as a business. No building of any kind or character shall be moved onto any Lot within said Properties without written permission of the Committee; however, no Residential Dwelling shall be moved onto any Lot within said Properties. The use of a tent, house trailer, travel trailer, camper or motor home, either as a weekend, temporary or permanent residence is prohibited.

(b) Residences shall be allowed to have one room designated as a home office. The intent of this restriction is to allow for a home business that is converted to a computer/modem based technology. It is further understood that this restriction is not to be construed to be used for retail/consumer oriented business that would encourage or increase street traffic. Garage sales or yard sales (or any similar vending of merchandise), conducted on any Lot more than once per year shall be considered business activity and therefore prohibited.

Section 2. Carports. Carports may be utilized and built only in addition to the required garage. The carport must be an integral part of the residential structure and constructed with the same design, color and materials as the Residential Dwelling. Only motor vehicles, as identified in Section 22 of this Article, shall be parked or stored in a carport.

Section 3. Architectural Control. No improvements shall be erected, placed, repaired or altered on any Lot until the construction plans and specifications and a plot plan showing the location of the Improvement thereon have been approved by the Architectural Control Committee. Plans shall be reviewed with respect to harmony with the existing structures, design, color, location with respect to topography and finished grade elevation and compliance with minimum construction standards provided for herein. The Committee is authorized to grant variances if the variance is reasonable and if the structure is not inconsistent with the general scheme and harmony of the development.

Section 4. Dwelling Size. The minimum square footage of the total living area of the main residential dwelling, exclusive of open porches, garages, carports, and servants quarters shall be as follows:

- (a) Lots 1 through 9 in Block 2, and Lots 1 through 10 in Block 4 shall have a minimum living area of 2,400 square feet.

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By: Danah Hunt Deputy

- (b) Lots 1 through 5 in Block 1, Lots 16 through 23 in Block 1, Lots 28 through 32 in Block 1, Lots 35 through 38 in Block 1, Lots 43 through 47 in Block 1 and Lots 56 through 63 in Block 1 shall have a minimum living area of 2,600 square feet.
- (c) Lots 2 and 3 in Block 3 shall have a minimum living area of 2,800 square feet.
- (d) Lots 6 through 15 in Block 1, Lots 24 through 27 in Block 1, Lots 33 and 34 in Block 1, Lots 39 through 42 in Block 1, Lots 48 through 55 in Block 1, Lot 1 in Block 3 and Lots 11 through 16 in Block 4 shall have a minimum living area of 3,000 square feet.

Section 5. Type of Construction Materials and Landscaping.

(a) Residences, garages and carports shall be of ninety percent (90%) masonry construction or its equivalent on its exterior wall area. Masonry includes stucco.

(b) No roofing material shall be used on any building in any part of the Properties without the written approval of the Committee. All roofing material must be applied in accordance with the manufacturer's specifications.

(c) Landscape plans must be approved by the Committee before work commences. All yards shall be landscaped (including irrigation and sprinkler systems) with landscaping to be completed within the three (3) months after the residence is occupied. All landscape plans shall include the installation and planting of a minimum of two (2) hardwood trees with a six (6) foot height minimum (15 gallon container minimum).

(d) Roof vents, vent stacks, galvanized roof valleys and other roof items must be painted to match the roof materials. Galvanized roof valleys must be primed before being painted to insure the prevention of peeling.

(e) Any retaining wall around any building slab shall be masonry construction. The use of wood or wood siding for such retaining walls shall be prohibited.

(f) All chimneys and the exterior portions of all fireplaces shall be masonry construction with clay tile chimney liners.

Section 6. Building Location. No main residence, garage or carport, nor any part thereof shall be located on any Lot nearer than the minimum building lines as shown on the Subdivision Plat. However, at such time as plans are submitted to the Committee for approval, the Committee may require that the residence, garage, or carport be located at a greater or closer distance from the back Lot line than the building line shown on the recorded plat. No main residence, garage or carport or any other outbuilding or any part thereof shall be located nearer than 5 feet to any interior side Lot line. Eaves, steps and open porches shall not be considered as a part of the building, provided that no portion of any residence, garage, carport or structure shall encroach upon another Lot.

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By: [Signature] Deputy

The Committee may approve deviations or grant variances of the building location requirements provided the variance or deviation does not alter the scope and intention of these Restrictions. The Owner shall make a written request to the Committee for a variance or deviation.

On Waterfront Lots, no out-buildings or other structures may be constructed beyond the rear building line except for low profile docks or boat slips which do not hinder the view of Lake Conroe and which have received prior written approval of the Committee.

Any Owner of one or more adjoining Lots, with the written permission of the Committee, may merge such Lots into one building site with the privilege of placing or constructing improvements on such resulting site, in which case side setback lines shall be measured from the resulting side property lines rather than the Lot lines as indicated on the recorded plat and such composite building site shall thereupon be regarded as a "Lot" for the purposes of this Article IV, Section 6 only.

Section 7. Slab Requirements. All building foundations shall consist of a concrete slab, unless the Committee approves a different type of foundation when circumstances, such as topography of the Lot, make it impractical to use a concrete slab on all or any portion of the foundation of the building improvements constructed on the Lot. The finished slab elevation for all structures shall be above the 100 year flood plain as established by Commissioner's Court of Montgomery County, Texas, the Montgomery County Engineers Office, and other applicable governmental authorities. All Waterfront Lots shall be at a minimum slab elevation of 207 feet due to the flowage easement around Lake Conroe. All residential foundations/slabs for all Lots in the subdivision must be a minimum of as described in the Construction Specifications/New Construction Application. The Committee does not require but does recommend the use of piers in connection with building foundations. The Committee does not determine whether the structural integrity of the slab is adequate. A structural engineer should be consulted on these matters. In the development of the Property, Declarant has placed certain amounts of fill dirt on some of the Lots including the Waterfront Lots and Canal Lots. Sufficient soil investigation should be obtained for proper slab design. The Committee may make deviations in the above foundation requirements provided such deviations do not alter the scope and intent of the restrictions.

Section 8. Timing of Construction. Construction of any Residential Dwelling on any Lot must be commenced within three (3) months of approval of construction plans and specifications by the Committee and in no event later than thirty-six (36) months after acquisition of the Lot by the initial Owner from the Declarant. Completion of construction of any such improvements must be accomplished within twelve (12) months following the commencement of construction. For the purposes hereof, the term "commencement of construction" shall be deemed to mean the date on which the first foundation forms are set. Failure to commence construction in a timely manner shall allow the Declarant the option to repurchase the Lot from the Owner for its original purchase price. The Declarant's option to repurchase shall be exercised by the tender of an earnest money contract containing the usual provisions for a real estate purchase in Montgomery County, Texas and providing for a closing within thirty (30) days. The Declarant's repurchase option shall expire at the end of twelve (12) months following Owner's failure to commence construction in a timely manner. After commencement of

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By: Diana Hart Deputy

construction, the work thereon shall be prosecuted diligently to the end that the same shall not remain in a partly finished condition any longer than reasonably necessary for completion thereof. The foregoing periods shall be extended in the event of and only for the duration of delays due to strikes, war, acts of God or other causes beyond the reasonable control of the builder or Owner. Additionally, failure to complete construction in a timely manner shall allow the Association to enter upon the Lot and complete the construction at the cost and expense of the Owner of the Lot. All sums owing to the Association by reason of the foregoing shall constitute an assessment and shall be secured by a lien in the same manner as maintenance charges provided for in Article VIII hereof.

Section 9. Annoyances or Nuisances. No noxious or offensive activity shall be carried on upon any Lot or any portion of Lake Conroe or any canal connecting to Lake Conroe adjacent to the Subdivision, nor shall anything be done thereon which may become an annoyance or nuisance to the neighborhood. No exterior speaker, horn, whistle, bell or other sound device, except security and fire devices used exclusively for security and fire purposes, shall be located, used or placed on a Lot. Activities especially prohibited include, but are not limited to the following:

- (a) The performance of work on boats, automobiles, or other vehicles upon the Lot or in driveways or streets abutting Lots except as permitted in Section 22 of this Article.
- (b) The use or discharge of firearms, firecrackers or other fireworks within the Properties.
- (c) Storage of flammable liquids in excess of five (5) gallons.
- (d) Activities which may be offensive by reason of odor, fumes, dust, smoke, vibration or pollution which are hazardous by reason of excessive danger, fire or explosion.
- (e) Excessive noise from the operation of any boat on Lake Conroe or any canal connecting to Lake Conroe.

Section 10. Temporary Structures. No structure of a temporary character, whether motor home trailer, recreational vehicle, travel trailer, mobile home trailer, basement, tent, shack, garage, barn or other outbuilding shall be maintained or used on any Lot at any time as a residence, or for any other purpose, either temporarily or permanently; provided however, that Declarant reserves the exclusive right to erect, place and maintain such facilities in or upon any portion of the Properties in its sole discretion which may be necessary or convenient while selling Lots, selling or constructing residences and constructing other improvements upon the Properties. Such facilities may include, but not necessarily be limited to, sales and construction offices, storage areas, and signs. Portable toilet facilities shall be placed at the construction site of all Residential Dwellings. Upon approval of the Committee, a contractor building a Residential Dwelling on a Lot for the Owner of such Lot may place a temporary construction office on the Lot.

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COUNTY OF MONTGOMERY

By: *Diana Alkhut* Deputy

Section 11. Signs and Billboards. No advertising signs, for sale signs, billboards, unsightly objects, or nuisances shall be erected, placed or permitted to remain on any portion of the Subdivision. Declarant and the Association, however, shall have the right to erect identifying signs at each entrance of the Subdivision and Declarant may place and maintain, or permit to be placed and maintained such builder advertising signs as it may desire in its sole discretion in connection with the construction of homes in the Subdivision. The Board of Directors of the Association shall have the right to enter in and upon any Lot for the purposes of removing any sign being maintained thereon which has not been approved by it. In no event shall the Association or its Board of Directors be liable to any person or persons for any damages of whatever nature for removing such signs in a reasonable manner.

Section 12. Basketball Goals. Basketball goals may not be mounted on or attached to any Residential Dwelling or its garage. Only the use of portable basketball goals shall be allowed on any Lot and all portable basketball goals shall be stored out of public view behind a screen at all times when not immediately in use.

Section 13. Oil and Mining Operations. No water drilling, oil drilling or development operation, 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 designed for use in boring for water, oil, or natural gas shall be erected, maintained or permitted upon any Lot. Declarant shall reserve to itself, its successors and assigns all oil, gas and other minerals in, on, or under or that may be produced from the Subdivision but Declarant shall be controlled by the restrictions hereof. However, Declarant does not waive any right to exploit, explore or develop, mine, or produce such oil, gas and other minerals with wells drilled on the surface of lands other than the Subdivision, including, but not limited to, directional wells bottomed beneath or drilled through any part (other than the surface) of the Subdivision or by pooling its oil, gas, and mineral interests with lands adjoining the Subdivision in accordance with the laws and regulations of the State of Texas.

Section 14. Storage and Disposal of Garbage and Refuse. No Lot shall be used or maintained as dumping ground for rubbish. Trash, garbage or other waste materials 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 construction 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 manner on the Lot.

Section 15. Electric Distribution System. The type of electric service supplied to Owners will be alternating current at approximately 60 cycles per second, single phase, three wire, 102/240 volts and metered at 240 volts. It is understood and agreed that only electrical service of the characteristics described above, will be furnished by Entergy Utility Company in White Oak Ranch Subdivision, and that such service will be from the electric distribution system to be installed by Entergy Utility Company, and Owners agree that only electric service at 120/240 volts, single phase, three wire, will be available for Lots. The locked rotor current of any motor connected to this service will be limited in accordance with the standard service

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MARK TURNBULL
COUNTY CLERK
COUNTY OF MONTGOMERY

By: Diana White Deputy

practices of Entergy Utility Company. The utility easement areas dedicated and shown on the plat map of White Oak Ranch Subdivision, may be cleared and kept clear by any utility of all trees, bushes and other growth, including overhanging branches from trees or protrusions from structures located upon adjacent property, without payment to Owners by such utility for each clearance, cutting or trimming. The provisions of this paragraph shall constitute a covenant running with the land as to each Lot.

Only underground electrical service shall be available for Lots and no above surface electric service shall be installed outside of any residence or other structure. Developer may allow overhead service lines on the perimeter boundary of the subdivision. It is required that individual underground electrical service drops be installed to each residence. The Owners of each residence will therefore comply with Entergy Utility Company's policy regarding such underground service installations, and the Owners do hereby agree to pay any charges which might be incurred for the installation of the underground service as set forth in said policy. Entergy Utility Company's policy is subject to change as set forth in the policy. The Owners shall ascertain the location of said service drops and keep the area over the route of said service drops free of excavations and clear of structures, trees and other obstructions; and Entergy Utility Company may install, maintain, repair, replace and remove said underground service drops, and open the ground for any such purpose or purposes; and no payment will be due or made by any utility for such use or activity.

Declarant hereby reserves the right to grant upon, across and over each Lot an easement and license along the perimeter boundaries of each Lot to the width of three feet measured from each boundary of each Lot, protruding from each boundary into the interior portion of each Lot, for the purpose of erection, construction, maintenance, repairs and the continuous placement of all electrical lighting system throughout the Property. This reserved right is expressly reserved on behalf of and for the benefit of Declarant and any public utility company, including but not limited to Entergy Utility Company. This reserved right includes expressed right of Declarant and each public utility company to clear, grade and remove such obstructions including, but not limited to, trees, brush and other landscaping that the Declarant or the public utility company deems necessary in order to effectuate the construction, erection, maintenance and continuance placement of the electrical lighting system hereby contemplated. Declarant further reserves hereby, unto itself and to any such public utility company, the expressed right to enter upon any Lot for the purpose of construction, installation, maintenance, repair and continuous placement of the electrical lighting contemplated hereunder and to remove any obstruction as might exist within this designated area, and such shall not be deemed to be trespass in any respect to the rights of the Owner of the Lot. Each Owner, by acceptance of a deed to a Lot in these Properties does acknowledge the existence of this reserved right and the rights hereunder created, such right being for the expressed benefit of each other Lot in the Properties. Neither Declarant nor any public company acting under the easement license or rights referred to herein shall be liable for any damages done by themselves or their assigns, agents, employees or servants to any fences, shrubbery, trees, flowers or any other property of the Lot Owner situated on the Property by this easement and license.

Section 16. Views to and from Lake Conroe. Views to and from Lake Conroe are encouraged so that each view can become a positive addition to the environment of the Properties. Except for approved trees, no view obstruction plant material greater than two (2)

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MARK TURNBULL
COUNTY CLERK
COUNTY OF MONTGOMERY

By Debra W. [Signature] Deputy

feet in height shall be permitted on any Waterfront Lot beyond the rear building line. It is not the intent of these restrictions to remove any existing trees from the Property. The removal of existing trees from Lots must be approved by the Committee.

Section 17. Walls, Fences and Hedges. All walls, fences and hedges must be approved by the Committee. Except as otherwise provided herein, no walls or fences shall be erected or maintained nearer to the front of any Lot than the front of the Residential Dwelling constructed on the lot, or, on corner lots, nearer to the side Lot line than the side Lot building line parallel to the side street as shown on the recorded plat.

Declarant intends to install and erect a fence and hedge along portions of Oak Cove Point, Longmire Way, and White Oak Ranch Drive (roads and streets adjacent to or within the Subdivision). No hedge or fence shall be erected or maintained by any Owner that will be taller than the fence and hedge or that will interfere in any fashion with the overall beauty and effect of the fence and hedge to be installed by Declarant. No wall, fence or hedge adjacent to the fence and hedge to be installed by Declarant shall be allowed without specific approval of the Committee and no portion of that fence or hedge may be removed by any Owner.

Except as otherwise provided herein, all walls and fences on Waterfront Lots must be of ornamental iron construction and shall be black in color and of a design that conforms to the Committee's predetermined plan for such fences. The Committee may grant variances upon written request by the Owner. Plasters which are in harmony with the main residential structure shall be used in conjunction with all ornamental iron fences.

All walls and fences of Interior Lots may be of ornamental iron, masonry or wood construction as approved by the Committee. All walls and fences exposed to view from the street at the rear of any residential lot must be of ornamental iron construction and shall be black in color and of a design that conforms to the Committee's predetermined plan for such fences. All wooden fences shall be constructed of material to be approved by the Committee. All wooden fences exposed to view from the street shall be built so that the finished side faces the street. Wooden fences are discouraged where views to Lake Conroe are hindered.

No chain link fences shall be erected, placed or permitted to remain on any residential Lot. No fence shall be installed which will impede the natural flow of water across the Lot.

Ownership of any wall, fence or hedge (except the fences and hedges installed by Declarant and described above) erected as a protective screening on a Lot shall pass with title to the Lot, and it shall be the Owners responsibility to maintain said protective screening thereafter. In the event of default on the part of the Owner or occupant of any Lot to maintain said protective screening and such failure continuing after ten (10) days written notice thereof, the Association, at its option, without liability to the Owner or occupant in trespass or otherwise, may, in its discretion, enter upon said Lot and cause said protective screening to be repaired or maintained or do any other thing necessary to secure compliance with these restrictions, so as to place said protective screening in a satisfactory 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 the Lot to pay such statement immediately upon receipt thereof, and all such payments by the Association, shall, likewise, be secured by a vendor's lien for the benefit of

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MARK TURNBULL
COUNTY CLERK
COUNTY OF MONTGOMERY

By Diana W. Hunt Deputy

the Association in the same manner as the maintenance charges payable in accordance with Article VIII herein. Plans and specifications shall be submitted as in the case with other structures.

Section 18. Mailboxes. The Declarant or the Committee, as the case may be, shall have the right to designate the exclusive design, motif, and materials for mailboxes to be placed in front of each Residential Dwelling. All mailboxes shall be constructed of brick, stone, or stucco and shall be built of the same masonry construction as the Residential Dwelling.

Section 19. Utilities. Improvements situated on a Lot shall be connected to the water and sewer lines as soon as practical after same are available at the property line. No privy, cesspool or septic tank shall be placed or maintained upon or in any Lot. The installation and use of any propane, butane, LP gas or other gas tank, bottle or cylinder of any type (excluding those normally associated with outdoor barbecue grills) shall require the prior written approval of the Committee and shall be screened from public view. All telephone, electric cable or other service line shall be installed underground. When natural gas is made available to Owners, the Lot Owner must immediately discontinue use of propane, butane, LP gas or other type of hydrocarbon fuel being used at the time and convert to the natural gas line.

Initially, AquaSource Development Company, a private utility system, will provide water and sewer services to the Subdivision. All Owners shall be responsible for making payments for said utility services directly to AquaSource Development Company in a timely manner.

Section 20. Views, Obstructions and Privacy. In order to promote the aesthetic quality of "view" within White Oak Ranch Subdivision and particularly the views of Lake Conroe, the committee shall have the right to review and approve any item placed on a lot including, but not limited to the following:

- (a) The location of all windows and the type of proposed window treatments and exposed window coverings;
- (b) The probable view from second story windows and balconies and decks (particularly where there is a potential invasion of privacy to an adjoining neighbor);
- (c) Sunlight obstructions;
- (d) Roof top solar collectors;
- (e) Flagpoles, flags, pennants, ribbons, streamers, wind sock and weather vanes;
- (f) Fire and burglar alarms which emit lights and sounds;
- (g) Children playground or recreational equipment;
- (h) Exterior lights;
- (i) Ornamental statuary, sculpture and/or yard art visible from a street or Common Area excluding those which may be a part of an otherwise approved landscape plan;
- (j) The location of the Residential Dwelling on the Lot;
- (k) The location of satellite dishes and antennas; and
- (l) The location and design of boat docks and canopies thereon.

Prohibited Items. The following items are prohibited on any Residential Lot.

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MARK TURNBULL
COUNTY CLERK
COUNTY OF MONTGOMERY

By: Dance W. Hunt Deputy

- (a) Clotheslines, reels, hanging circles and other exterior clothes drying devices;
- (b) Above ground swimming pools;
- (c) Window unit air conditioners;
- (d) Storage of more than five (5) gallons of fuel outside of regular vehicle gas tanks; and
- (e) Unregistered, unlicensed, or inoperable motor vehicles.

Section 21. Lot/Yard Maintenance. The landscaping of all Lots shall require written approval of the Committee. 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 the construction of improvements as herein permitted. The Owners or occupants of any Lots at the intersection of streets or adjacent to the Lake, parks, playgrounds or other facilities where the rear yard or portion of the Lot is visible to full public view shall construct and maintain suitable enclosure to screen the following from public view: Yard equipment, wood piles or storage piles which are incident to the normal residential requirements of a typical family.

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 Association or their assigns may, at their 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 so as 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 agrees by the purchase or occupancy of the Property to pay such statement immediately upon receipt thereof, and all such payments shall be made to the Association in the same manner as the Maintenance Charges.

The digging of dirt or the removal of any dirt from any Lot is expressly prohibited except as may be necessary in conjunction with the landscaping of or construction on such Lot. Unless otherwise approved by the Committee, no trees larger than eight (8) inches in diameter shall be cut or removed except to provide room for construction of improvement, or prevent a hazard to the structural integrity of the slab or to remove dead or unsightly trees. However, all trees within fifty (50) feet of the waterfront shall be trimmed of all limbs eight (8) feet from the base of the tree.


During the construction of a residence, the Owner is required to remove and haul all trees, stumps, limbs, branches, and debris from the Lot. Declarant, during the construction of the water, sewer, drainage facilities and streets may burn and dispose of other methods, trees, stumps, underbrush and other trash cleared during the construction process, and the Declarant may enter upon any Lot or Lots for the purposes of disposing of excavation or for the removal of trees as necessary.

No Owner or contractor may enter upon the Lot adjacent to the one on which he is building for the purpose of ingress or egress to his Lot during or after construction unless such adjacent Lot is also owned by such Owner or such Owner has written approval from the adjacent

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 STATE OF TEXAS
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 A true and correct copy, I hereby certify as the same appears under 200106267 of the Real Property records in the County Clerk's Office in Montgomery County, Texas.

MARK TURNBULL
 COUNTY CLERK
 COUNTY OF MONTGOMERY

Dore Whit
 Deputy



Lot Owner. Such approval must be furnished to the Committee. All adjacent Lots shall be kept free of any trees, underbrush, trash, rubbish and/or any other building debris during construction of improvements.

Section 22. Motor Vehicles. No unlicensed motor vehicles shall be allowed within the subdivision. No "go-carts", four-wheelers, or other similar vehicles shall be permitted to be operated on the Properties, if, in the sole judgment of the Association, such operation, for reason of noise or fumes emitted, or by reason of manner of use, shall constitute a nuisance or jeopardize the safety of the Owners, their tenants and their families.

Section 23. Storage and Repair of Automobiles, Boats, Trailers, and Other Vehicles. No motor vehicles shall be parked or stored on any part of any Lot, easement, right-of-way, or any other areas unless such vehicle is concealed from public view inside a garage or other approved enclosure, except passenger automobiles, passenger vans or pickup trucks that: are in operating condition; have current license plates and inspection sticker; are in daily use as motor vehicles on the streets and highways of the State of Texas; and which do not exceed six (6) feet, six (6) inches in height or seven (7) feet, seven (7) inches in width or twenty-one (21) feet in length, may be parked in the driveway on such Lot. No non-motorized vehicle, trailer, boat, marine craft, hover craft, aircraft, machinery or equipment of any kind may be parked or stored on any part of any Lot, easement, right-of-way, or any other area unless such object is concealed from public view inside the garage or other approved enclosure. The term "approved enclosure" shall mean an enclosure that has been previously approved by the Committee. Owners, visitors and guests are encouraged not to park vehicles in the streets of the subdivision.

No repair work, dismantling or assembling of motor vehicles or other machinery or equipment shall be done or permitted on any street, driveway, or any portion of the Properties. If a complaint is received about a violation of any part of this section, the Association will be the final authority on the matter. This restriction shall not apply to any vehicle, machinery, or maintenance equipment temporarily parked and in use for the construction, repair or maintenance of the subdivision facilities or of a house or of any other structure. No Owner of any Lot or visitor or guest of any Owner, occupant or resident shall be permitted to perform work on automobiles or other vehicles in driveways or streets other than work of a temporary nature. No motor vehicles shall be parked on any private street within the Subdivision for a period in excess of twelve (12) continuous hours. In the event of default on the part of any Owner or occupant of any Lot in observing the above requirements or any of them, the Association or their assigns may, at their option, without liability to the Owner or occupant in trespass or otherwise, cause the motor vehicle not in compliance herewith to be towed to a public storage facility selected by the Association. The Owner or occupant agrees by the purchase or occupancy of the Property to pay any and all towing and storage fees for said motor vehicle, and all such payments shall be made to the Association in the same manner as the Maintenance Charges.

Section 24. Antennas and Satellite Dishes. No exterior antennas, aerials, satellite dishes, or other apparatus for the transmission of television, radio, satellite or other signals of any kind shall be placed, allowed, or maintained upon any portion of the Property, including any Lot, which is visible from any street, common area or other Lot unless it is impossible to receive signals from said location. In that event the receiving device may be placed in a visible location as approved by the Committee. The Committee may require as much screening as possible while

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MARK TURNBULL
COUNTY CLERK
COUNTY OF MONTGOMERY

By: *Diana K. Hunt* Deputy

not substantially interfering with reception. The Declarant and/or the Association shall have the right, without obligation, to erect or install an aerial, satellite dish, master antenna, cable system, or other apparatus for the transmission of television, radio, satellite or other signals for the benefit of all or a portion of the Properties. No satellite dishes shall be permitted which are larger than 1 meter in diameter. No broadcast antenna mast may exceed the height of the center ridge of the roofline. No MMDS antenna mast may exceed the height of twelve feet (12') above the center ridge of the roofline. No exterior antennas, aerials, satellite dishes, or other apparatus shall be permitted which transmit television, radio, satellite or other signals of any kind shall be placed, allowed, or maintained upon any portion of the Property. The Declarant by promulgating this section is not attempting to violate the Telecommunications Act of 1996 (the "Act") as may be amended from time to time. This section shall be interpreted to be as restrictive as possible while not violating the Act.

Section 25. Solar Panels. All solar panels installed shall be framed in such a manner so the structure members are not visible. The framing material shall be one that is in harmony with the rest of the structure. Architectural approval is required prior to the installation of any solar panels. The Association reserves the right to seek the removal of any solar panel that was installed without first obtaining approval or any solar panel that violates these restrictions.

Section 26. Pets. No animals of any kind shall be raised, bred, or kept except as hereinafter provided. A reasonable number, not to exceed a total of two (2) of dogs, cats, or other household pets, shall be kept on any Lot (except for fish of a type customarily kept within normal home aquariums, with respect to which there shall be no limitation on amount) provided that: (a) they are not kept, bred, or maintained for commercial purposes; (b) they do not make objectionable noises, create any objectionable odor, or otherwise constitute an unreasonable nuisance in the opinion of the Association; (c) they are kept in a fenced yard or on a leash when walking with the Owner; and (d) they are not in violation of any other provision hereof. No horses, cows, hogs, wild or exotic animals, poultry, or livestock of any kind may be kept on any Lot.

Section 27. Drainage. Each Owner of a Lot agrees that he will not in any way interfere with the established drainage pattern over his Lot from adjoining Lots or other Lots in the Properties. Any changes necessary in the established drainage pattern must be included on the Owner's plans and specifications when submitted to the Committee. Such drainage plans shall be subject to the Committee's approval. Each Owner agrees that he will take all necessary steps to provide for additional drainage of his Lot in the event it becomes necessary. Established drainage shall be defined as drainage that exists at the time the Declarant completes street construction.


In the event of construction on any lot, the Owner must provide a drainage plan to the Committee for approval. No pockets or low areas may be left on the Lot where water will stand following a rain or during normal yard watering. With the approval of the Committee, an Owner may establish an alternate drainage plan for low areas by installing underground pipe and area inlets or other such methods as approved by the committee.

Section 28. Concrete Curb/Driveway Maintenance. The Owner or occupant shall at all times keep his entrance lip, driveway curbs, curb ties, and curbs along the street adjacent to his

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MARK TURNBULL
COUNTY CLERK
COUNTY OF MONTGOMERY

By: *Danell Rust* Deputy



property in a good state of repair and attractive in appearance. In the event of any default by the Owner or other occupant of a Lot in observing the above requirements, which default is continuing after thirty (30) days' written notice thereof to the Owner or occupant as applicable, the Association or their designated agents may at their option, without liability to the Owner or occupant in trespass or otherwise enter upon said Lot and make such repairs as deemed necessary by the Declarant or the Association to ensure compliance with this Declaration, so as to place such driveway entrance items and street curb in a good state of repair and attractive appearance 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 the Property to pay such statement immediately upon receipt thereof and all such payments by the Association shall, likewise, be secured by a vendor's lien for the benefit of the Association in the same manner as the maintenance charges payable in accordance with Article 8 herein.

Concrete curbs that are chipped, cracked or broken during the construction of the residence are to be repaired or replaced by the builder or Owner of the dwelling on each Lot prior to occupancy of the dwelling on said Lot. Chipped curbs may be repaired with an "epoxy grout" mixture. Where several chipped curbs appear in the same area, the entire section of curb (i.e. driveway to driveway) must be overlaid with the "epoxy grout" mixture. Cracked or broken curbs shall be saw cut on both sides of the crack or break, the cracked or broken area removed, reformed and poured "using five sack concrete mix" to match existing curb.

Section 29. Driveways. Driveways may be built of brick, stone, concrete, or other materials approved by the Committee. All concrete driveways shall be constructed with quality grade concrete, five (5) sack cement per cubic yard and be reinforced with a minimum of #6, 6" x 6" welded wire mesh. Driveways width shall be a minimum of nine (9) feet. If more than one driveway is constructed on a common Property, such driveways shall be separated by a minimum distance of at least twenty (20) feet. Driveways shall be constructed so as to prevent normal street flooding from entering upon the adjoining Property accessed by the driveway. The Committee shall have the right to approve the location of the driveway on the Lot.

All driveways connecting into Subdivision streets shall be saw cut when constructing the concrete driveway. All curb cuts shall be saw cut. An expansion joint shall be installed at each saw cut and at the property line. Any repairs to any curb made necessary by the installation of any driveway shall be made during construction.

Section 30. Walkways/Sidewalks. No walkways or sidewalks shall be constructed across the front of any Lot nor across the side of any corner lot. Walkways may be constructed from the street adjacent to the front of the Lot to the front entrance of the residence constructed on the Lot.

Section 31. Swimming Pools. No swimming pool may be constructed on any Lot without the prior written consent of the Committee. Two sets of plans and specifications for the proposed pool shall be submitted to the Committee including a plot plat showing the location and dimensions of the pool and related improvements together with the plumbing and excavation disposal plan. All swimming pools on Waterfront Lots shall be located no nearer to the waters of Lake Conroe than the setback line shown the Subdivision Plat. Swimming pool drains shall be piped into the Lake, storm sewer or the street in front of the Lot. In no case shall the street curb

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COUNTY CLERK
COUNTY OF MONTGOMERY

By: Daniel Kuest Deputy

be broken or cut to facilitate a pool drain without the prior written approval of the Committee. Excavation required for swimming pools shall be hauled from the site to a place outside of White Oak Ranch Subdivision.

Section 32. Docks and Boat Slips. No dock, boat slip or other structure may be installed or constructed without approval of the Committee. Such structure must conform to the Committee's predetermined plan. No "homemade" type dock, boat slip, boat cover or bulkheading will be allowed. Request to construct any such structure shall be in writing to the Committee and must be accompanied with complete plans and specifications. The Committee shall act upon such request as with other structures.



Boat slips or docks have previously been constructed by the Declarant on Lots 24, 25, 26, 27, 39, 40, 41 and 42. The boat slip and dock for each Canal Lot shall be restricted to one (1) parallel boat slip or dock per Canal Lot. Such boat slips and docks shall also be located in such a manner as to not prohibit entrance to or use of boat slips and docks on adjacent Lots. Approval with regard to the location of any boat slip or dock must be obtained from the Committee prior to commencement of construction. Committee approval of the location of boat slips and docks will be absolutely required to promote the safe use of same and provide for full utilization by all Owners of the boat slips and docks.

All Waterfront Lots other than the Canal Lots shall have front loading boat slips or docks not to exceed double boat slips or docks. Only boat slips or docks with low profile canopy type covers allowing maximum vision of Lake Conroe shall be allowed. All boat slips and docks shall be of a uniform type of construction with all canopy colors to be uniform and approved by the Committee prior to installation. All boat slips and docks shall be constructed of treated timber and shall remain unpainted to harmonize with existing bulkheads.

Ownership of any dock, boat slip, boat cover or bulkheading installed on a Lot (including but not limited to the bulkheading installed by the Declarant) shall pass with title to the Lot, and it shall be the Owner's responsibility to maintain such dock, boat slip, boat cover and bulkheading thereafter. In the event of default on the part of the Owner or occupant of any Lot in maintaining said items and such failure continuing after ten (10) days written notice thereof, the Association, at its option, without liability to the Owner or occupant in trespass or otherwise, may, in its discretion, enter upon said Lot and cause said items to be repaired or maintained or do any other thing necessary to secure compliance with these Restrictions so as to place said item in a satisfactory 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 the Property to pay such statement immediately upon receipt thereof and all such payments by the Association shall, likewise, be secured by a vendor's lien for the benefit of the Association in the same manner as the maintenance charges payable in accordance with Article VIII herein.

In addition to being approved by the Committee, all plans for all docks and boat slips must be approved in writing by the San Jacinto River Authority and any other governmental agencies having jurisdiction.

Section 33. Exemption for Sale of Lots. Notwithstanding any provisions herein contained to the contrary, it shall be permissible for Declarant or the builder of any residence to

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COUNTY CLERK
COUNTY OF MONTGOMERY
By:  Deputy

maintain, during the period of construction and sale of Lots within the Subdivision, upon any portion of a Lot, such facilities as in the sole opinion of the Declarant may be reasonably required, convenient or incidental to the construction and sale of improved Lots, including, without limitation, a business office, storage area, construction yards, model units, and a sales office.

**ARTICLE V
SPECIAL RESTRICTIONS FOR WATERFRONT LOTS**

Section 1. Bulkhead Construction. No bulkhead or any portion thereof shall be removed or replaced and no indentations shall be made therein without written approval of the Committee. All boat slips and docks must be constructed outward, into the Lake from the existing bulkhead, except for those Canal Lots previously excavated for boat slips and docks by the Declarant.

Section 2. Lakefront Construction. No improvements may be constructed between the waters of Lake Conroe and the setback line shown on the Subdivision Plat, except that with written approval of the Committee. All plans for buildings and improvements on Waterfront Lots must also satisfy the requirements of and be approved in writing in the form of a permit by the San Jacinto River Authority and no such building or improvement shall be erected or permitted on any such Lot unless same strictly complies with the plans and specifications which have been approved by the Committee. Any cover of a boat slip or dock shall be a low profile canopy/cover allowing maximum vision of Lake Conroe and shall be only in a color approved by the Committee.

Section 3. Manmade Ponds and Lakes. Certain manmade ponds and lakes will be excavated and installed by the Declarant on certain portions of the Subdivision. The operation of boats of any kind or nature shall be prohibited on any of these ponds or lakes. Additionally, no swimming shall be allowed at any time. Each Owner and occupant of any Lot and each tenant, guest, invitee of any Owner assumes all risk for loss or damaged persons or property in connection with their access to the manmade ponds and lakes excavated and installed by Declarant and further acknowledges that neither the Declarant nor the Association have made any representations or warranties nor has any Owner, occupant, tenant, guest or invitee relied upon any representations or warranties, express or implied, relating to their access to these manmade ponds and lakes.

Section 4. Non-liability for Declarant and Association. Neither the Declarant or the Association shall be liable for any loss, damage or injury arising out of or in any way connected with the use by any Owner, tenant, guests, or invitees of any Owner and each, as applicable, acknowledges that both the Declarant and the Association have given sufficient warnings regarding the potential dangers associated with the occupancy of any Waterfront Lots or Canal Lots and the use of any bulkhead, boat slips and docks, or any Common Area for access to the waters of Lake Conroe or any of the canals excavated by Declarant in connection with the development of the Property. Each Owner and occupant of any Lot and each tenant, guest, invitee of any Owner assumes all risks for loss or damage to persons or property in connection with their access to the waters of Lake Conroe and the canals within the Property and further acknowledges that neither the Declarant nor the Association have made any representations or warranties nor has any Owner, occupant, tenant, guest or invitee relied upon any representations

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STATE OF TEXAS
COUNTY OF MONTGOMERY
A true and correct copy, I hereby certify as the same appears under 200/062678 the Real Property records in the County Clerk's Office in Montgomery County, Texas.



MARK TURNBULL
COUNTY CLERK
COUNTY OF MONTGOMERY

By: Diana Whitcomb Deputy

or warranties, expressed or implied, relating to their access to the waters of Lake Conroe and/or the canals within the Property.

ARTICLE VI ARCHITECTURAL CONTROL COMMITTEE

Section 1. Approval of Improvement Plan. No improvements shall be erected, placed or altered on any Lot until the construction plans and specifications and a plot plan showing the location of the improvements have been approved in writing by the Architectural Control Committee. A copy of the construction plans and specifications and a plot plan, together with such other information as may be deemed pertinent, shall be submitted to the Committee or its designated representative prior to commencement of construction. The Committee may charge a reasonable fee to cover the administrative expense of its review and comment, such fee to be payable to the Architectural Control Committee. A form survey prepared by a registered surveyor in the State of Texas shall be submitted to the Committee prior to pouring the foundation of any building or other improvement that is to be erected, placed or altered on any Lot.

Section 2. Committee Membership. The Declarant, in its sole discretion, shall appoint the members of the Committee which will consist of a minimum of three (3) members, none of whom shall be required to be residents of White Oak Ranch Subdivision. The Committee shall and will act independently of White Oak Ranch Subdivision Homeowners Association, Inc. Any two (2) of the members of the Committee shall have the full authority and power to act for the Committee. No member of the Committee or its designated representatives shall be entitled to any compensation for services performed pursuant to this Article. The Committee may, however, employ one or more architects, engineers, attorneys, or other consultants to assist the Committee in carrying out its duties hereunder, and the Association shall pay such consultants for such services as they render to the Committee. A majority of the Committee may designate one or more representatives to act for it and such representatives shall have the full right, authority, and power to carry out the functions of the Committee.

Section 3. Replacement. Any member of the Committee may be removed, with or without cause, by the Declarant. In the event of death or resignation of any member or members of said Committee, the Declarant shall appoint its successor member or members, and until such successor member or members shall have been so appointed, the remaining member or members shall have full authority to approve or disapprove plans, specifications and plat plans submitted or to designate a representative with like authority. In the event the Declarant fails to appoint successor members, the Association shall make such appointments.

Section 4. Minimum Construction Standards. The 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 may be amended from time to time. The purpose of the Committee is to protect the environmental and architectural integrity of the Subdivision. No building, fence, wall, boat slip or dock, or other structure or improvement of any nature shall be placed, constructed, erected, or maintained on any Lot, nor shall any exterior addition to or change or alteration therein be made until the construction plans and specifications for the same shall have been submitted to and approved in writing by the Committee as to (a)

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County, Texas.



MARK TURNBULL
COUNTY CLERK
COUNTY OF MONTGOMERY

By: Diana W. [Signature] Deputy

conformity and harmony of external design, coloration, and location in relation to surrounding structures and topography, and (b) quality of workmanship and materials. Any plans and specifications to be submitted shall specify, in such form as the Committee may reasonably require, the location upon the Lot where the improvements are to be placed and the dimensions thereof as well as appropriate information concerning the structural, mechanical, electrical and plumbing details and the nature, kind, shape, height, color scheme, and materials of the proposed improvements or alterations.

Section 5. Committee Approval. Any approval or disapproval by the Committee or its designated representatives on any of the above matters shall be in writing and either conveyed in person or U. S. Mail, postage prepaid. In the event said Committee or its designated representatives fail to approve or disapprove such design and location within sixty (60) days after said plans and specifications have been submitted to it, then such plans and specifications shall be deemed disapproved. The Committee shall have the right, exercisable at its discretion, to grant variances to the architectural restrictions in specific instances where the Committee in good faith deems that such variance does not adversely affect the architectural and environmental integrity of the Subdivision or the common scheme of the development. If the Committee shall approve a request for variance, the Committee may evidence such approval, 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 Committee to permit the variance, describing (when applicable) the conditions on which the variance has been approved and signed by majority of the then members of the Committee. If any such variances are granted, no violation of the provisions hereof shall be deemed to have occurred with respect to the matter for which the variance is granted; however, the granting of a variance shall not operate to waive any of the provisions hereof for any purpose except as to the particular property and particular provisions hereof covered by the variance, nor shall the granting of any variance affect in any way the Owner's obligation to comply with all governmental laws and regulations affecting the Lots and with the Subdivision Plat. Failure by the Committee to respond within sixty (60) days to a request for a variance shall operate as denial of the variance.

Section 6. Disclaimer. No approval of plans and specifications and no publication or designation of architectural standards shall ever be construed as representing or implying that such plans specifications will result in a properly designed structure or satisfy any legal requirements. Further, no person exercising any prerogative of approval or disapproval by the Committee shall incur any liability by reason of the good faith exercise thereof.

Section 7. No Implied Waiver or Estoppel. No action or failure to act by the Committee or by the Board of Directors shall constitute a waiver or estoppel with respect to future action by the Committee or Board of Directors with respect to the construction of any improvements within the Subdivision. Specifically, the approval by the Committee or Board of Directors of any such residential construction shall not be deemed a waiver of any right or an estoppel to withhold approval or consent for any similar residential construction or any similar proposals, plans, specifications, or other materials submitted with respect to any other residential construction by such person or other Owner.

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STATE OF TEXAS
COUNTY OF MONTGOMERY
A true and correct copy, I hereby certify as the same
appears under 2001662478 the Real Property
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County, Texas.



MARK TURNBULL
COUNTY CLERK
COUNTY OF MONTGOMERY

By: Danielle Rust Deputy

Section 8. Non-Liability for Committee Action. No member of the Committee, the Association Board of Directors, their successors or assigns, or the Declarant shall be liable for any loss, damage or injury arising out of or in any way connected with the performance of the duties of the Committee. The Committee's approval of any improvement shall not imply approval of the improvement from the standpoint of safety, whether structural or otherwise, or a determination of compliance with building codes or other governmental laws or regulations.

ARTICLE VII

WHITE OAK RANCH SUBDIVISION HOMEOWNER'S ASSOCIATION, INC.

Section 1. Organization. The Association is organized as a non-profit corporation under the laws of the State of Texas. The purpose of the Association in general shall be to provide for and promote the health, safety, and welfare to the Members, to collect the maintenance charges, to administer the maintenance fund, to provide for the maintenance, repair, preservation, upkeep and protection of the common properties and facilities of the Subdivision and such other purposes as are stated in the Articles of Incorporation and consistent with the provisions of these restrictions and all supplemental or amended restrictions. The Association may adopt such bylaws, rules and regulations as it deems appropriate and consistent with these restrictions.

Section 2. Membership. Every person or entity who is a record owner of a fee or undivided fee interest in a Lot which is a part of the Subdivision, including contract sellers, shall hold a membership in the Association. The foregoing is not intended to include persons or entities who hold an interest in a Lot merely as security for the performance of an obligation. Membership shall be appurtenant to and may not be separated from ownership of a Lot. Ownership of a Lot shall be the sole qualification for membership. Any mortgagee or lienholder who acquires title to any Lot which is a part of the Subdivision, through judicial or non-judicial foreclosure, shall be a Member of the Association.

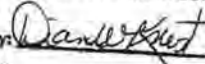
Section 3. Board of Directors. The Association shall act through a Board of Directors who will manage the affairs of the Association as specified in the bylaws of the Association. The Declarant shall name and select the initial members of the Board of Directors. The initial Board of Directors shall serve for a term of five (5) years and thereafter until each successor is elected and qualified.


Section 4. Voting Rights. There shall be two classes of membership entitled to voting rights in the Association with respect to the Subdivision and they shall be as follows:

(a) Class A: All Owners other than Declarant, shall be considered Class A Members, and for each Lot owned shall be entitled to one (1) vote on each matter coming before the Members at any meeting or otherwise, unless their voting rights have been suspended by the Board of Directors. When a particular Lot is owned by more than one individual or entity, all the individuals or entities holding an ownership interest in that Lot shall be entitled to a total of no more than one vote on each matter coming before the Members at any meeting or otherwise. The vote for such Lot shall be exercised as they among themselves determine. No cumulative voting shall be permitted.

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COUNTY CLERK
COUNTY OF MONTGOMERY

By:  Deputy



(b) Class B. Class B Members shall be the Declarant, and for each Lot owned it shall be entitled to four (4) votes on each matter coming before the Members at any meeting or otherwise. Once a Lot is sold to an individual or individuals who would be classified as Class A Members, subject to paragraph (iii) below, the four (4) votes attached to that Lot shall be extinguished, subject to paragraph (iii) below. All Class B Memberships with respect to the Subdivision shall cease and be automatically converted into Class A Memberships on the happening of any of the following events, whichever occurs earlier:

(i) When the total number of votes entitled to be cast by the Class A Members, with respect to the Subdivision, at any meeting of the Members or otherwise, equals the total number of votes entitled to be cast by the Class B Member, with respect to the Subdivision;

(ii) Twenty (20) years from the date this Declaration is filed in the Real Property Records of Montgomery County, Texas; or

(iii) At such earlier time as the Class B Member, in its sole discretion shall elect.

**ARTICLE VIII
MAINTENANCE CHARGES AND ASSESSMENTS**


Section 1. White Oak Ranch Subdivision Use of Maintenance Fund. Each Lot shall be subject to an annual maintenance charge to be used for the purpose of maintaining all open space and Common Areas, maintenance of private streets, paths, parks, esplanades, street lights, storm water facilities, vacant lots, fogging, employing policemen and workmen, paying ad valorem taxes on all Common Areas, costs 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 of which it considered to be a 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 section or subsequent sections of White Oak Ranch 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 herein. In the event the maintenance entity shall fail or refuse to adequately maintain the privately dedicated Subdivision improvements described by this Article, the City shall be authorized, but not obligated, to exercise the assessment and maintenance powers in place of the maintenance entity. The City may utilize the proceeds of the maintenance funds to reimburse funds advanced by the City for maintenance of improvements covered by this Article.

Declarant shall collect and maintain control over the maintenance fund and administer same until all of the Lots in White Oak Ranch Subdivision are sold by Deed or Contract or until January 1, 2020, whichever comes first, or at any earlier time if Declarant so elects. After transfer, no association, group, corporation, individual or entity other than the Association formed pursuant to these restrictions shall be authorized to collect and administer the maintenance fund.

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STATE OF TEXAS
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MARK TURNBULL
COUNTY CLERK
COUNTY OF MONTGOMERY

By: Diana Burt Deputy



The initial maintenance charge shall be FIVE HUNDRED AND NO/100 DOLLARS (\$500.00) per year. The maintenance charge shall be paid annually in advance by January 1 of each year. The maintenance charge will not accrue against any Lot in which the legal and/or equitable title is vested in Declarant, notwithstanding that a Lot may have been previously sold by a Deed or Contract and title thereto reverted back to Declarant. During the time that such fund is administered by the Declarant, the charge may be increased, but no more than once each twelve (12) months and no increase shall be more than twenty percent (20%) of the existing charge. However, after the Association assumes administration of responsibilities, the Association may adjust such rates pursuant to the rules and regulations of the Association. The annual assessment per Lot may be increased by the Association when it assumes administration of the fund in accordance with its by-laws. Interest on past due charges shall accrue at the highest rate allowable by law from date of delinquency. The payment of such maintenance fund 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 Owners shall be responsible for reasonable attorney's fees and other reasonable attorney's fees and other reasonable costs incurred in such collection efforts including all costs of court in any legal proceeding. No Owner may waive or otherwise escape liability for the maintenance charge provided for herein by non-use of any common areas or abandonment of his Lot.

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 Article. During all times that Declarant is the Administrator of such funds it shall maintain the proceeds in an account separate and apart from all other accounts of Declarant and shall keep accurate records of all receipts and disbursements. In the event Declarant is compelled to advance its own funds to defray expenses of maintenance of the facilities and Properties to be maintained by the fund, Declarant shall be entitled to repayment at such time as the fund is able.


Section 2. Enforcement of Maintenance Fee Collection. Each such assessment not paid when due shall incur a late fee of Twenty-Five and No/100 Dollars (\$25.00) or ten percent (10%) of the amount due, whichever is greater. Each such assessment and late fee, if not paid when due, and interest at the highest legal rate permitted by law together with costs of collection, including reasonable attorney's fees, shall be the personal obligation of the Owner against whom they were assessed and shall be secured by a lien as provided herein. To secure the payment of the maintenance fund established hereby and to be levied on individual Lots, there shall be reserved in each deed (whether specifically stated therein or not) by which the Declarant shall convey such Lots, a vendor's lien for the benefit of the Administrator of the fund, whether Declarant or Association. Said lien is to be enforceable through appropriate proceedings at law by such beneficiary; provided, however, that each such lien shall be secondary, subordinate, and inferior to all liens, present and future, given, granted and created by or at the instance and request of the Owner of any such Lot to secure the payment of monies advanced or to be advanced on account of the construction of improvements on any such Lot to the extent of any such maintenance fund charge accrued and unpaid prior to foreclosure of any construction lien.

If an assessment is not paid within thirty (30) days after the due date, it shall bear interest from the due date until paid at the lesser of (i) ten percent (10%) per annum or (ii) the maximum rate permitted by law, and the Association may bring an action at law against the Owner

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A true and correct copy, I hereby certify as the same
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County, Texas.

MARK TURNBULL
COUNTY CLERK
COUNTY OF MONTGOMERY

By: *Daniel W. Smith* Deputy



personally obligated to pay the same, or foreclose the lien herein retained against the Lot. Interest, costs and reasonable attorneys' fees incurred in any such action shall be added to the amount of such assessment or charge. In addition to the vendor's lien described above, and as additional security for payment of the assessments hereby levied, each Owner of a Lot, by such party's acceptance of a deed thereto, hereby grants the Association a lien on such Lot which may be foreclosed on by non-judicial foreclosure and pursuant to the provisions of Section 51.002 of the Texas Property Code (and any successor statute); and each such Owner hereby expressly grants the Association a power of sale in connection therewith. The Association shall, whenever it proceeds with non-judicial foreclosure pursuant to the provisions of said Section 51.002 of the Texas Property Code and said power of sale, designate in writing a Trustee to post or cause to be posted all required notices of such foreclosure sale and to conduct such foreclosure sale. The Trustee may be changed at any time and from time to time by the Association by means of a written instrument executed by the President or any Vice-President of the Association. In the event that the Association has determined to non-judicially foreclose the lien provided herein pursuant to the provisions of Section 51.002 of the Texas Property Code and to exercise the power of sale hereby granted, the Association shall mail to the defaulting Owner a copy of the Notice of Trustee's Sale not less than twenty-one (21) days prior to the date of which sale is scheduled by posting such notice through the U. S. Postal Service, postage prepaid, registered or certified, return receipt requested, properly addressed to such Owner at the last known address of such Owner according to the records of the Association. If required by law, the Association or Trustee shall also cause a copy of the Notice of Trustee's Sale to be recorded in the Real Property Records of Montgomery County, Texas. Out of the proceeds of such sale, there shall first be paid all expenses incurred by the Association in connection with such default, including reasonable attorneys' fees and a reasonable trustee's fee; second, from such proceeds there shall be paid to the Association an amount equal to the amount of default; third, any amounts required by law to be paid before payment to the Owner; and fourth, the remaining balance shall be paid to such Owner. Following any such foreclosure, each occupant of any such Lot foreclosed on and each occupant of any improvements thereon shall be deemed to be a tenant at sufferance and may be removed from possession by any and all lawful means, including a judgment for possession in an action of forcible detainer and the issuance of a writ of restitution thereunder.

Section 3. Term of Maintenance Fees. The above maintenance charges and assessments will remain effective for the full term (and extended term, if applicable) of these covenants and restrictions.

Section 4. Collection after Default by Purchase. It is specifically stated and agreed that any Lot sold to persons or entities by the Declarant by contract for sale of land, or deed with lien and note, or other instrument and the purchaser defaults in the contract or note payments in any manner and said Lot is repossessed, foreclosed or such contract canceled by Declarant, its successors or assigns, the Association will release its right to collect the past due maintenance charges, assessments and penalties on such Lots from the Declarant. Nothing herein contained shall relieve the purchaser in default from whom the Lot was repossessed from his personal obligation to pay such delinquent charges, assessments and penalties to the Association.

Section 5. Exempt Property. All properties dedicated to, and accepted by, a local public authority and all properties owned by a charitable or nonprofit organization exempt from taxation by the laws of the State of Texas shall be exempt from the assessments and charges created

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County, Texas.



MARK TURNBULL
COUNTY CLERK
COUNTY OF MONTGOMERY

By: Darale Kent Deputy

herein. Notwithstanding the foregoing, no Lot or improvements thereon which is used as a residence shall be exempt from said assessments and charges.

Section 6. Special Assessments. In addition to the annual maintenance charge described and authorized herein, the Association may levy special assessments at any time during each fiscal year for purposes of defraying, in whole or in part, the cost of any construction, reconstruction or unexpected repair or replacement of a particular capital improvement located upon the Property, including the necessary fixtures and personal property related thereto, and for any other purposes deemed necessary by the Association. So long as the total amount of special assessments allocable to each Lot does not exceed FIVE HUNDRED AND NO/100 DOLLARS (\$500.00) in any one fiscal year, the Association may impose the special assessment without vote or approval of any Owner. Any special assessment which would cause the amount of special assessments allocable to any Lot to exceed this limitation shall be effective only upon the favorable vote of two-thirds (2/3) of the membership votes entitled to be cast by each membership class at a meeting of the Members or otherwise. Enforcement regarding the payment of such special assessments shall be in the same manner as provided in Section 2 immediately above. Special Assessments shall be paid as determined by the Association and the Association may permit special assessments to be paid in installments extending beyond the fiscal year in which the special assessment is imposed.

Section 7. Savings Clause. All agreements between any Owner and the Association and/or Declarant, whether now existing or hereafter arising, and whether written or oral, and whether implied or otherwise, are hereby expressly limited so that in no contingency or event whatsoever shall the amount of interest collected, charged, or received by the Association, its agent and/or Declarant for the payment or performance of any covenants or obligations contained herein or in any other document related hereto exceed the maximum amount of interest permitted to be collected, charged, or received under applicable law. If from any circumstance whatsoever, the fulfillment of any provision hereof or of such other document at the time performance of such provision shall be due, shall involve exceeding the limit of validity prescribed by law, then, ipso facto, the obligation to be fulfilled shall be reduced to the limit of such validity, and if from any such circumstance the Association, its agent and/or Declarant should ever collect, charge, or receive an amount deemed to be collected, charged, or received under applicable law, such amount which would be excessive interest shall be applied to the reduction of the principal amount owing on such obligation and not to the payment of interest, or if such excess interest exceeds the principal balance of the assessment or other obligation, the excess shall be refunded to the Owner or other obligor. The right to accelerate the maturity of any assessment or other obligation owing to Declarant or the Association shall not include the right to accelerate the maturity of any interest which has not otherwise accrued on the date of such acceleration, and the Declarant and the Association do not intend to collect any unearned interest in the event of acceleration. All sums paid or agreed to be paid by any Owner for the use, forbearance or detention of any indebtedness to the Association and/or Declarant shall, to the extent permitted by applicable law, be amortized, prorated, allocated and spread throughout the full stated term of such indebtedness until payment in full so that the actual rate of interest on account of such indebtedness is uniform throughout the term thereof. The terms and provisions of this paragraph shall control and supersede any other provision of this Declaration and any other agreement between any Owner and the Association and/or Declarant. The maximum lawful rate shall be determined by utilizing the indicated rate ceiling from time to time in effect pursuant to Tex.

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County, Texas.



MARK TURNBULL
COUNTY CLERK
COUNTY OF MONTGOMERY

By: *Diana W. Knust*
Deputy

Rev. Civ. Stat. Art. 5069-1.04, as amended. In no event shall the provisions of Chapter 15 of the Texas Credit Code (Tex. Rev. Civ. Stat. Art. 5069-15.01, et seq.) be applicable to any assessment or obligation.

ARTICLE IX ANNEXATION

Additional residential property and restricted or common areas may be annexed into the jurisdiction of the Association upon the favorable vote of two-thirds (2/3) of the membership votes entitled to be cast by each membership class at a meeting of the Members or otherwise. Annexation of additional property into the jurisdiction of the Association shall become effective on the date an instrument signed and acknowledged by the Owner of said annexed property and the appropriate annexing authority (either Declarant or the Association), is filed for record in Montgomery County, Texas evidencing the annexation. Each such instrument evidencing the annexation of additional property shall describe the portion of the property comprising the Lots and any restricted or common areas. The funds resulting from any assessment, whether annual or special, levied against any property hereinafter annexed into the jurisdiction of the Association may be combined with the funds collected from the Owners of Lots in the Subdivision and may be used for the benefit of all property and all Owners in the manner hereinabove provided.

ARTICLE X GENERAL PROVISIONS

Section 1. Term. These covenants and Restrictions shall run with the land and shall be binding upon all parties and persons claiming under them for a period of forty (40) years from the date these Covenants are recorded at which time said Covenants shall be automatically extended for successive periods of ten (10) years each.

Section 2. Amendment. These Covenants and Restrictions may be amended at any time after the expiration of five (5) years from the date hereof by the vote of seventy-five percent (75%) of the then Owners of the Lots. Such amendment shall be incorporated in an instrument executed and acknowledged by the requisite seventy-five percent (75%) of the Owners and shall become effective when such instrument is duly filed for record.

Section 3. Enforcement. The Association, the Architectural Control Committee or any Lot Owner is authorized to prosecute proceedings at law or in equity against any person or persons violating or attempting to violate any part of this Declaration and to prevent him or them from doing so and/or to recover damages or other dues for such violations. The Declarant also reserves the right to enforce these restrictions.

Section 4. Severability. Invalidation of any one of these restrictions by judgment or further court order shall in no way affect any of the other provisions.

Section 5. Merger and Subdivision of Lots. Upon application in writing by an Owner or Owners of adjoining Lots, the Committee may authorize the merger or subdivision of adjoining Lots; provided, however, such merger or subdivision shall be in accordance with these Declarations, including provisions which may further regulate the merger or subdivision. No

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STATE OF TEXAS
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A true and correct copy, I hereby certify as the same
appears under 20106678 the Real Property
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County, Texas.



MARK TURNBULL
COUNTY CLERK
COUNTY OF MONTGOMERY

By: *Darrell Kuntz* Deputy

merger or subdivision of Lots shall be allowed unless approved by the Committee. Two adjoining Lots may be subdivided provided that in no event shall either of the subdivided Lots contain less than ninety (90) percent of their original Lot area. The Committee's decision shall be final. Such plats and plans as may be necessary to show the merger or subdivision of Lots shall be thereafter prepared at the expense of the requesting Owner or Owners, who shall additionally be responsible for all costs, including legal fees, associated with the merger or subdivision of such Lots. In addition, the Side Lot Utility Easement, if any, must be abandoned or released in accordance with applicable law. The Committee may impose conditions for use of the merged or subdivided Lots as a condition precedent to granting approval of such a merger or subdivision. From and after the time a merger or subdivision of Lots is approved, such Lots shall, for all purposes, be considered Lots in accordance with their new boundaries.

Section 6. Corrected Plats. Until the time a Lot or residential unit within the Properties is transferred by the Declarant to another (other than an affiliate of the Declarant, or a holder of a first mortgage on the entire Property), no Owner of any Lot or residential unit shall have any rights whatsoever to the continuation of any covenants, conditions, or restrictions on such Properties as contained herein or as may be imposed, expressly or impliedly, by recordation of any plat or as might otherwise be implied or expressed. In furtherance thereof, until the time a Lot or residential unit within the Properties is transferred by the Declarant as aforementioned, the Declarant may revoke or cancel any plat or other instrument which might be deemed, either expressly or impliedly, to impose any covenants, conditions or restrictions or may take whatsoever steps it deems necessary or desirable to avoid the implication of such existing.

Section 7. Amendment by Declarant. Declarant shall have the right to make amendments, modifications and charges to these Covenants, Conditions and Restrictions, without the joinder of any Owner or any other party, for the purpose of correcting any inconsistencies that may be found herein.

EXECUTED this 11th day of June, 2001.

LAKE CONROE DEVELOPMENT CORPORATION

BY: Gary Calfee
GARY CALFEE, PRESIDENT

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STATE OF TEXAS
COUNTY OF MONTGOMERY
A true and correct copy, I hereby certify as the same appears under 2001062678 the Real Property records in the County Clerk's Office in Montgomery County, Texas.



MARK TURNBULL
COUNTY CLERK
COUNTY OF MONTGOMERY

By: Deanna Deputy

THE STATE OF TEXAS
COUNTY OF MONTGOMERY

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BEFORE ME, the undersigned authority, on this day personally appeared GARY CALFEE, known to me to be the person and officer whose name is subscribed to the foregoing instrument, and acknowledged to me that the same was signed by him, as President of LAKE CONROE DEVELOPMENT CORPORATION, a Texas corporation, and that he executed the same as the act of such corporation for the purposes and considerations therein expressed, and in the capacity therein stated.

Natasha Campbell
NOTARY PUBLIC, STATE OF TEXAS




FILED FOR RECORD
2001 JUL 23 PM 2:03
Natasha Campbell
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.

JUL 23 2001


Mark Turnbull
COUNTY CLERK
MONTGOMERY COUNTY, TEXAS

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STATE OF TEXAS
COUNTY OF MONTGOMERY
A true and correct copy, I hereby certify as the same
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County, Texas.


MARK TURNBULL
COUNTY CLERK
COUNTY OF MONTGOMERY
By: *Diane Kuyt* Deputy