



of electric light and power, telephone lines, gas, water, sanitary sewers, storm sewers and any other utility service which the Developer may find necessary or proper.

B. The title conveyed to any property in the Subdivision shall not be held or construed to include the title to the water, gas, electricity, telephone, storm sewer or sanitary sewer lines, poles, pipes, conduits or other appurtenances or facilities constructed by the Developer or public utility companies upon, under, along, across or through such public utility easements; and the right (but no obligation) to construct, maintain, repair and operate such systems, utilities, appurtenances and facilities is reserved to the Developer, its successors and assigns.

C. The right to sell or lease such lines, utilities, appurtenances or other facilities to any municipality, governmental agency, public service corporation or other party is hereby expressly reserved to the Developer.

D. The Developer reserves the right to make minor changes in and minor additions to such utility easements for the purpose of more efficiently serving the Subdivision or any property therein.

E. When necessary or convenient for the installation of any utility system or systems, the Developer or any utility company making such installation and utility easements dedicated on the above-mentioned plat or dedicated herein or hereafter created in the Subdivision, may, without liability to the owner of the land encumbered by such utility easement, remove all or any trees and other vegetation within the utility easements. When necessary or desirable for the maintenance of such utility system or systems, Developer or a utility company may trim trees and shrubbery or roots thereof which overhang or encroach into such easements, without liability to the owner of such trees or shrubbery.

F. The Developer reserves the right to construct one or more esplanades in the areas where esplanades are shown on the recorded plat. The Developer further reserves the right to improve, landscape, alter, modify and eliminate any one or more of such esplanades (or reinstall one or more of such esplanades) at any time, and from time to time, hereafter.

G. The Developer reserves the right at any time, and from time to time, hereafter to promulgate and impose restrictions (as well as vary and amend any such restrictions) as to all or any portion of the areas of the Subdivision identified on the aforesaid plat, as "reserve" or as "drainage easement". Any such action by the Developer shall not, in order to be fully binding, require the joinder of any other person, whether such person be an owner of the property in the Subdivision, a lienholder, a mortgagee, a Deed of Trust beneficiary, or any other person. This instrument does not affect or restrict any of the aforesaid "reserve" or the "drainage easement".

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Duration

1.04. The provisions hereof, including the Reservations, Restrictions and Covenants herein set forth, shall run with the land and shall be binding upon the Developer, its successors and assigns, and all persons or parties claiming under it or them for a period of thirty-five (35) years from the date hereof, at which time all of such provisions shall be automatically extended for successive periods of ten (10) years each, unless prior to the expiration of any such period of thirty-five (35) years or ten (10) years, the then owners of a majority of lots in the Subdivision shall have executed and recorded an instrument changing the provisions hereof, in whole or in part, the provisions of said instrument to become operative at the expiration of the particular period in which such instrument is executed and recorded, whether such particular period be the aforesaid thirty-five (35) year period or any successive ten (10) year period thereafter.

Enforcement

1.05. In the event of any violation or attempted violation of any of the provisions hereof, including any of the Reservations, Restrictions or Covenants herein contained, enforcement shall be authorized by any proceedings at law or in equity against any person or persons violating or attempting to violate any of such provisions, including proceedings to restrain or prevent such violation or attempted violation by injunction, whether prohibitive in nature or mandatory in commanding compliance with such provisions; and it shall not be a prerequisite to the granting of any such injunction to show inadequacy of legal remedy or irreparable harm. Likewise, any person entitled to enforce the provisions hereof may recover such damages as such person has sustained by reason of the violation of such provisions. It shall be lawful for the Developer or for any person or persons owning property in the Subdivision (or in any other Section of Elkins Lake) to prosecute any proceedings at law or in equity against the person or persons violating or attempting to violate any of such provisions.

Partial  
Invalidity

1.06. In the event that any portion of the provisions hereof shall become or be held invalid, whether by reason of abandonment, waiver, estoppel, judicial decision or otherwise, such partial invalidity shall not affect, alter or impair any other provisions hereof which was not thereby held invalid; and such other provisions, including Restrictions, Reservations and Covenants shall remain in full force and effect, binding in accordance with their terms.

Effect of  
Violations  
on Mortgagees

1.07. No violation of the provisions herein contained, or any portion thereof, shall affect the lien of any Mortgage or Deed of Trust presently or hereafter placed of record or otherwise affect the rights of the Mortgagee under any such Mortgage, holder

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of any such lien or beneficiary of any such Deed of Trust; and any such Mortgage, lien or Deed of Trust may, nevertheless, be enforced in accordance with its terms, subject, nevertheless, to the provisions herein contained, including said Reservations, Restrictions and Covenants.

II.

Architectural Control

Basic Rule

2.01. A. No building or other improvements of any character shall be erected or placed, or the erection or placing thereof commenced, or changes made in the design thereof or any addition made thereto or exterior alteration made therein after original construction, on any property in the Subdivision until the obtaining of the necessary approval (as hereinafter provided) of the construction plans and specifications and a plat showing the location of such building or other improvements. Such plans and specifications shall also include and cover all landscaping work which is proposed to be done on the property. Approval shall be granted or withheld based on matters of compliance with the provisions of this instrument, quality of materials, harmony of external design with existing and proposed structures and location with respect to topography and finished grade elevation.

B. Each application made to the Developer or Elkins Lake Architectural Control Committee (as defined below) shall be accompanied by two sets of plans and specifications for all proposed construction to be done on such lot including plot plans showing the location on the lot and dimensions of all proposed walls, driveways, curb cuts and other matters relevant to architectural approval.

C. Developer, until the Elkins Lake Architectural Control Committee is selected, and thereafter the Elkins Lake Architectural Control Committee shall have the power and authority to create, alter or amend building setback lines, utility easement lines, and requirements as to design of buildings and materials to be used in construction thereof for any lot or lots within the Subdivision, provided that such authority shall be exercised for the purpose of making the lot or lots so affected useful for the purpose for which they were designed and for the purpose of harmonizing and making aesthetically attractive the Subdivision or the neighborhood of the Subdivision in which the lot so affected is located, as such matters may be determined in the good-faith judgment of the Developer or the Elkins Lake Architectural Control Committee.

Architectural  
Control Authority

2.02. A. The authority to grant or withhold architectural control approval as referred to above is vested

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in the Developer; except, however, that such authority of the Developer shall cease and terminate upon the election of the Elkins Lake Architectural Control Committee, in which event such authority shall be vested in and exercised by the Elkins Lake Architectural Control Committee (as provided in B below), hereinafter referred to, except as to plans and specifications and plats theretofore submitted to the Developer which shall continue to exercise such authority over all such plans, specifications and plats.

B. At such time as all of the lots in the Sub-division and in all other Sections of Elkins Lake (as platted, from time to time, hereafter) shall have been sold by the Developer, then the Developer shall cause a Statement of such circumstances to be placed of record in the Deed Records of Walker County, Texas. Thereupon, the lot owners in Elkins Lake may by vote, as hereinafter provided, elect a committee of three (3) members to be known as the Elkins Lake Architectural Control Committee (herein referred to as the "Committee"). Each member of the Committee must be an owner of property in some Section of Elkins Lake. Each lot owner shall be entitled to one (1) vote for each whole lot or building site owned by that owner. In the case of any building site composed of more than one (1) whole lot, such building site owner shall be entitled to one (1) vote for each whole lot contained within such building site.

The Developer shall be obligated to arrange for the holding of such election with sixty (60) days following the filing of the aforesaid Statement by the Developer in the Deed Records of Walker County, Texas, and give notice of the time and place of such election (which shall be in Walker County, Texas) not less than five (5) days prior to the holding thereof. Nothing herein shall be interpreted to require that the Developer actually file any such Statement so long as it has not subdivided and sold the entirety of the property heretofore or hereafter platted as "Elkins Lake" which includes the property conveyed by deeds recorded at Volume 215, Page 580; Volume 227, Page 643; Volume 228, Page 647; and Volume 241, Page 64, of the Deed and Plat Records of Walker County, Texas; nor to affect the time at which the Developer might take such action if, in fact, the Developer does take such action.

Votes of owners shall be evidenced by written ballot furnished by the Developer (or the Committee, after the initial election) and the Developer (or the Committee, after the initial election) shall maintain said ballots as a permanent record of such election for a period of not less than four (4) years after such election. Any owner may appoint a proxy to cast his ballot in such election, provided that his written appointment of such proxy is attached to the ballot as a part thereof.

The results of each such election shall promptly be determined on the basis of the majority of those owners then voting in such election.

The results of any such election and of any removal or replacement of any member of the Committee may be

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evidenced by the recording of an appropriate instrument properly signed and acknowledged in behalf of the Developer or by a majority of the then property owners voting in such election.

After the first such election shall have been held, thereafter the Committee shall be obligated to arrange for elections (in the manner and after notice as set forth above) for the removal and/or replacement of Committee members who so requested in writing by thirty (30) or more lot owners in the Sub-division. Members of the Committee may, at any time, be relieved of their position and substitute members therefor designated by vote as set forth above.

Upon the death, resignation, refusal or inability of any member of the Committee to serve, the remaining members of the Committee shall fill the vacancy by appointment, pending an election as hereinabove provided for.

If the Committee should fail or refuse to take any action herein provided to be taken by the Committee with respect to setting elections, conducting elections, counting votes, determining results and evidencing such results, or naming successor Committee members, and such failure or refusal continues for a period which is unreasonably long (in the exclusive judgment of the Developer, then the Developer may validly perform such function).

C. The members of the Committee shall be entitled to such compensation for services rendered and reimbursement for reasonable expenses incurred as may, from time to time, be authorized or approved by the Developer. All such sums payable as compensation and/or reimbursement shall be payable only out of the "Maintenance Fund", hereinafter referred to.

Effect of  
Inaction

2.03. Approval or disapproval as to architectural control matters as set forth in the preceding provisions shall be in writing. In the event that the authority exercising the prerogative of approval or disapproval (whether the Developer or the Committee) fails to approve or disapprove in writing any plans and specifications and plat submitted to it in compliance with the preceding provisions within thirty (30) days following such submission, such plans and specifications and plat shall be deemed approved and the construction of any such building and other improvements may be commenced and proceeded with in compliance with all such plans and specifications and plat and all of the other terms and provisions hereof.

Effect of  
Approval

2.04. The granting of the aforesaid approval shall constitute only an expression of opinion, whether by the Developer or the Committee, that the terms and provisions hereof shall be

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complied with if the building and/or other improvements are erected in accordance with said plans and specifications and plat; and such approval shall not constitute any nature of waiver or estoppel either as to the persons expressing such approval or any other person in the event that such building and/or improvements are not constructed in accordance with such plans and specifications and plat or in the event that such building and/or improvements are constructed in accordance with such plans and specifications and plat, but, nevertheless, fail to comply with the provisions hereof. Further, no person exercising any prerogative of approval or disapproval shall incur any liability by reason of the good faith exercise thereof. Exercise of any such prerogative by one (1) or more members of the Committee in their capacity as such shall not constitute action by the Developer after the election of such Committee members, notwithstanding that any such Committee member may be a Director of the Developer.

III.

Designation of Types of Lots

3.01. A. All lots in the Subdivision having a common boundary with any portion of Elkins Lake as shown on the recorded plat are hereby designated as "Lakefront Lots".

B. All lots in the Subdivision having a common boundary with any portion of a "reserve" or "drainage easement" (as shown on the recorded plat) are hereby designated as "Parkfront Lots".

C. All lots in the subdivision which are neither Lakefront Lots nor Parkfront Lots are hereby designated as "Town and County Lots".

3.02. The "General Restrictions" set forth in IV below shall be applicable to all types of lots in the Subdivision hereinabove enumerated and designated. The "Special Restrictions" set forth in V below shall, in addition to the General Restrictions, apply to the particular type of lots in the Subdivision so indicated.

IV.

General Restrictions

4.01. No building shall be erected, altered or permitted to remain on any lot other than one (1) detached single-family residential dwelling not to exceed two (2) stories in height and a private garage (or other covered car-parking facility) for not more than three (3) automobiles and other than bona fide servants' quarters; provided, however, that the servants' quarters structure shall not exceed the main dwelling in area, height or number of stories. For purposes of this instrument, the word "lot" shall not be deemed to include any portion of the following areas shown on the recorded plat: The golf course; any esplanade; any unrestricted area shown on the plat.

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4.02. The living area of the main residential structure (exclusive of porches, whether open or screened, garage or other car-parking facility, terraces, driveways and servants' quarters) shall be not less than the following respective amounts for each of the designated particular types of lots:

Lakefront Lots and Parkfront Lots: 1,800 square feet for a one-story dwelling; 2,400 square feet for a two-story dwelling.

Town and Country Lots: 1,500 square feet for a one-story dwelling; 2,000 square feet for a two-story dwelling.

The exterior materials of the main residential structure and any attached garage (or other attached car-parking facility) on all lots shall be not less than fifty-one percent (51%) masonry. A detached garage (or other detached car-parking facility) may be of wood. The exterior roofing material of the main residential structure and any attached garage (or other attached car-parking facility) on all lots shall be wood shakes unless a deviation from this requirement is approved by the Developer (or Architectural Control Committee after its appointment).

4.03. No building shall be located on any lot nearer to the front street line or nearer to the street side line than the minimum building setback lines shown on the aforesaid plat (designated thereon as "B.L."). Subject to the provisions of Section 4.04 hereof, no building shall be located nearer than five (5) feet to an interior side lot line, except that a garage or other permitted accessory building located forty (40) feet or more from the front lot line may be a minimum distance of three (3) feet from an interior side lot line. For the purpose of this covenant, eaves, steps and unroofed terraces shall not be considered as part of a building, provided, however, that this shall not be construed to permit any portion of the construction on a lot to encroach upon another lot.

4.04. Any owner of one or more adjoining lots (or portions thereof) may consolidate such lots or portions 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 from the lot lines as indicated on the recorded plat. Any such composite building site must have a frontage at the building setback line of not less than the minimum frontage of lots in the same block. Any such composite building site (or building site resulting from the remainder of one or more lots having been consolidated into a composite building site) must be of not less than nine thousand (9,000) square feet in area (and this shall supersede any contrary provision in the Subdivision plat). Any modification of a building site (changing such building site from either a single lot building site or from a multiple whole lot building site), whether as to size or configuration, may be made only with the prior written approval of the Developer until the Committee is selected and thereafter, only with the prior written approval of the Committee. Upon any such required approval having been obtained, such composite building

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site shall thereupon be regarded as a "lot" for all purposes hereunder, except, however, that for purposes of voting for the Committee (as provided under Section 2.02.B above), an owner shall be entitled to one (1) vote for each whole lot within such owner's building site.

4.05. All lots in the Subdivision shall be used only for single-family residential purposes. No noxious or offensive activity of any sort shall be permitted, nor shall anything be done on any lot which may be or become an annoyance or nuisance to the neighborhood. No lot in the Subdivision shall be used for any commercial, business or professional purpose nor for church purposes. The renting or leasing of any improvements thereon or portion thereof, without the prior written consent of Developer is prohibited. No house trailer, camper trailer, camper vehicle or motor vehicle (or portion thereof) shall be lived in on any lot.

4.06. At the time of initial construction of improvements on any lot in the Subdivision, the owner of each lot shall expend not less than \$500.00 for planting of grass and shrubbery and other landscaping work; and such grass, shrubbery, and landscaping shall be maintained in an attractive condition at all times.

4.07. No structure of a temporary character, trailer, basement, tent, shack, garage, barn or other outbuilding shall be used on any lot at any time as a residence, except, however, that a garage may contain living quarters for bona fide servants and except also that a field office, as hereinafter provided, may be established.

Until the Developer has sold all other lots in Elkins Lake (and during the progress of construction of residences in the Subdivision), a temporary field office for sales and related purposes may be located and maintained by the Developer (and/or its sales agents). The location of such field office may be changed, from time to time, as lots are sold. The Developer's right to maintain such field office (or permit such field office to be maintained) shall cease when all lots in Elkins Lake, except the lot upon which such field office is located, have been sold.

4.08. No animals, livestock or poultry of any kind shall be raised, bred or kept on any lot, except that dogs, cats or other common household pets may be kept as household pets provided they are not kept, bred or maintained for commercial purposes and provided they do not constitute a nuisance and do not, in the sole judgment of the Developer constitute a danger or potential or actual disruption of other lot owners, their families or guests.

4.09. Where a wall, fence, planter or hedge is not specifically prohibited under the Special Restrictions set forth in V below, the following (as to any permitted wall, fence, planter or hedge) shall apply: No wall, fence, planter or hedge in excess of two (2) feet high shall be erected or maintained nearer to the front lot line than the front building setback line, nor on corner lots nearer to the side lot line than the building setback line parallel to the side street. No rear fence, wall or hedge and no

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side fence, wall or hedge located between the side building line and the interior lot line (or located on the interior lot line) shall be more than six (6) feet high.

In order to avoid obstructing lines-of-sight at street intersections, no object in excess of two (2) feet in height above the grade level of the curb at that location shall be permitted on corner lots within a triangular area which is formed by drawing a line which connects a point twenty-five (25) feet back from the intersection along the front boundary of such lot on the street it faces with another point twenty-five (25) feet back from the intersection along the side boundary of such lot on the street which runs along such side.

4.10. The drying of clothes in public view is prohibited, and the owners or occupants of any lots at the intersection of streets or adjacent to parks, playgrounds or other facilities where the rear yard or portion of the lot is visible to the public, shall construct and maintain a drying yard or other suitable enclosure to screen drying clothes from public view.

4.11. All lots shall be kept at all times in a sanitary, healthful and attractive condition, and the owner or occupant of all lots shall keep all weeds and grass thereon cut and shall in no event use any lot for storage of material or equipment except for normal residential requirements or incident to construction of improvements thereon as herein permitted, or permit the accumulation of garbage, trash or rubbish of any kind thereon, and shall not burn any garbage, trash or rubbish. All clothes lines, yard equipment or storage piles shall be kept screened by a service yard, drying yard or other similar facility as herein otherwise provided, so as to conceal them from view of neighboring lots, streets or other property. Boats, trailers and other parked vehicles are to be stored in a location no closer to the street than the front building setback line, or in the case of a corner lot the side building line facing the street.

In the event of default on the part of the owner or occupant of any lot in observing the above requirements or any of them, such default continuing after ten (10) days written notice thereof, the Developer (until the Committee is selected, and thereafter, the Committee) may, without liability to the owner or occupant in trespass or otherwise, enter upon (or authorize one or more others to 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 reasonable cost of such work and associated materials. The owner or occupant, as the case may be, agrees by the purchase or occupation of the property to pay such statement immediately upon receipt thereof; however, the payment of such charge is not secured by any nature of lien on the property.

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4.12. Before initial residential occupancy, no sign, advertisement, billboard or advertising structure of any kind may be erected or maintained on any lot in the Subdivision without the prior approval of the Developer; and any such approval which is granted by the Developer may be withdrawn at any time by the Developer, in which event, the party granted such permission shall, within the period designated by the Developer (which in no event shall be less than five (5) days), thereupon remove same. After initial residential occupancy of improvements on any particular lot in the Subdivision, no sign, advertisement, billboard or advertising structure of any kind other than a normal for-sale sign approved by the Developer as to design, not exceeding two feet by three feet (2' x 3') erected on a post in the ground, and applicable to such lot alone, may be erected or maintained on such lot.

The Developer until the Committee is selected, and thereafter, the Committee, shall have the right to remove and dispose of any such prohibited sign, advertisement, billboard or advertising structure which is placed on any lot, and in so doing shall not be subject to any liability for trespass or other tort in connection therewith or arising from such removal nor in any way be liable for any accounting or other claim by reason of the disposition thereof.

4.13. The digging of dirt or the removal of any dirt from any lot is expressly prohibited except as necessary in conjunction with the landscaping of or construction on such lot. No trees shall be cut or removed except to provide room for construction of improvements or to remove dead or unsightly trees.

4.14. No outside aerial, pole or other device shall project above the highest ridge of the house by more than fifteen (15) feet.

4.15. No lot or other portion of Elkins Lake shall be used or permitted for hunting or for the discharge of any pistol, rifle, shotgun, or any other firearm, or any bow and arrow or any other device capable of killing or injuring.

4.16. Driveways shall be entirely of concrete (except, however, some other material may be used with the prior permission of the Developer) and shall be constructed with a minimum width of nine (9) feet with expansion joints not more than twenty (20) feet apart, with one joint at the back of the street curb. The width of each driveway shall flair to a minimum of sixteen (16) feet and the curb shall be broken in such manner that the driveway may be at least four (4) inches thick at its end toward the street paving, and this extreme shall be poured against a horizontal form board to reduce the unsightly appearance of a raveling driveway.

4.17. Walks from the street curb to the residence shall have a minimum width of four (4) feet and shall be constructed entirely of concrete (except, however, that some other material may be used with the prior consent of the Developer).

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4.18. No outside toilets will be permitted, and no installation of any type of device for disposal of sewage shall be allowed which would result in raw or untreated or unsanitary sewage being carried into any water body. No septic tank or other means of sewage disposal may be installed unless approved by the proper governmental authorities having jurisdiction with respect thereto and the Developer.

4.19. No oil drilling, oil development operations, oil refining, or mining operations of any kind shall be permitted upon any lot, nor shall any wells, tanks, tunnels, mineral excavations or shafts be permitted upon any lot. No derrick or other structure designed for use in boring for oil, or natural gas, shall be erected maintained or permitted on any building site. At no time shall the drilling, usage or operation of any water well be permitted on any lot.

V.

Special Restrictions

5.01. In addition to the General Restrictions set forth in Article IV above, the following restrictions shall apply to Lakefront and Parkfront Lots:

A. Only underground electric service shall be available for said lots and no above surface electric service wires shall be installed outside of any structure. Underground electric service lines shall extend through and under said lots in order to serve any structure thereon, and the area above said underground lines and extending two and one-half (2-1/2) feet to each side of said underground line shall be subject to excavation, refilling and ingress and egress for the installation, inspection, repair, replacement and removing of said underground facilities by such utility company; and owners of said lots shall ascertain the location of said lines and keep the area over the route of said lines free of excavation and clear of structures, trees or other obstructions.

B. No wall, fence, planter, hedge (or other improvement or object serving a like or similar purpose) shall be constructed or permitted without the prior written consent of the Developer. In no event shall the Developer approve any of the aforesaid along any lot line.

C. Any garage must be attached to the main residence and must be not nearer to the common boundary separating such lot from the reserve bordering such lot or the rear line of such lot (in the case of Parkfront Lots) or the Lake Shore (in the case of Lakefront Lots), than the rear setback line shown on the aforesaid plat. This requirement for an attached garage supersedes any contrary requirements in Article IV above.

5.02. In addition to the General Restrictions set forth in Article IV above and the Special Restrictions set forth in Section 5.01 above, the following additional restrictions shall also apply to Lakefront Lots:

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A. No pier or other structure (other than a bulkhead, as hereinafter referred to) shall be permitted which projects beyond the lot line or into the water (whether within or outside of the lot line).

B. A bulkhead may be constructed as the water's edge with or without a dock, which dock, if constructed, may extend not more than four (4) feet beyond the bulkhead, provided that the plans and specifications for such bulkhead (and dock, if any) have been approved by the Developer (or Architectural Control Committee, if selected) and such bulkhead (and dock, if any) is thereafter constructed in strict compliance with such plans and specifications.

C. A boat slip or place of mooring which is constructed at an indentation into such lot shall be permitted.

D. No wall, fence, planter, hedge or other improvement extending over four (4) feet above grade level shall be constructed or permitted closer to the lake shore than the rear setback line shown on the aforesaid plat.

5.03. In addition to the General Restrictions set forth in Article IV above and the Special Restrictions applicable to such lots as set forth herein, the following additional restrictions shall apply to all Lakefront and Parkfront Lots:

A. No improvements shall be erected upon any such lot unless the top of the foundation slab or other foundation is not less than three hundred fifty-three (353) feet above sea level. The Developer does not, by inclusion of this provision in these restrictions, make any representation as to the maximum height to which Elkins Lake or other waters might rise.

B. The one hundred year flood plain level applicable to the Subdivision as determined at the time of the execution of these Restrictions is three hundred fifty-three (353) feet above mean sea level. By acceptance of a deed to any lot subject to these restrictions, the purchase thereof acknowledges that he has been notified that part or all of Lakefront Lots and Parkfront Lots may lie within the one hundred year flood plain and agrees that neither the Developer, nor its successors or assigns, shall be liable for any loss of use of or damage done to any shrubbery, trees, flowers, improvements, bulkheads, piers (or any vessels attached thereto), fences, walls or buildings of any type or the contents thereof on any lot whatsoever in the Subdivision caused by changes in the water level of Elkins Lake, Camellia Lake or Azalea Lake.

## VI.

### Maintenance Funds

6.01. Each lot (or residential building site) in the Subdivision shall be and is hereby made subject to an annual maintenance charge, except as otherwise hereinafter provided.

6.02. The maintenance charge referred to shall be used to create a fund to be known as the "Maintenance Fund"; and each such maintenance charge shall (except as otherwise hereinafter provided) be paid by the owner of each lot (or residential building site) annually, in advance, on or before January 1st of each year, beginning 1974. At the option of Developer, the maintenance charge

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herein imposed may be paid in twelve installments, monthly in advance. Developer's election to allow such monthly payment of the maintenance charge may be terminated at any time.

6.03. The exact amount of each maintenance charge will be determined by the Developer during the month preceding the due date of said maintenance charge. All other matters relating to the assessment, collection, expenditure and administration of the Maintenance Fund shall be determined by the Developer.

In addition to the maintenance charge herein referred to, each lot shall be subject to a monthly charge for street lighting services; such charge will be included in the monthly bill from Gulf States Utilities Company to such lot owner and shall be in addition to all other charges which such lot owner may incur for electric service. The amount of such monthly charge shall be determined by Gulf States Utilities Company and without limiting the right of such Company to assess a different figure in the future, the initial monthly charge shall be \$0.50 per month.

In the event that Developer and Elkins Lake Municipal District should so contract for the benefit of the said Utility District, in addition to the maintenance charge herein referred to, each lot shall also be subject to a monthly utility charge of FIVE DOLLARS AND NO/100-----Dollars (\$5.00) payable to the Elkins Lake Municipal Utility District commencing on the first day of the first full calendar month following the month in which a water line and a sanitary sewer line is extended by such Municipal Utility District to a property line of the subject lot and terminating upon the completion of the construction of a residence on such lot and the connection of such residence to such water line and sanitary sewer line. Developer, at its election, may require the payment of such utility charge annually in advance, subject to a pro rata rebate in the event that a residence is completed during such year. The payment of the aforesaid street lighting charge and the aforesaid utility charge are and shall be secured by the same lien which secures the maintenance charge. The Developer shall have the right, at its option, to contract with Gulf States Utilities Company or Elkins Lake Municipal Utility District or both to collect the maintenance charges, street lighting charges and/or utility charges herein imposed and in connection therewith, may assign the lien securing payment thereof to either or both of said entities for the period of said contract.

6.04. The maintenance charge shall not, without the consent of the Developer, apply to lots owned by the Developer or owned by any person, firm, association or corporation engaged primarily in the building and construction business which has acquired title to any such lots for the sole purpose of constructing improvements thereon and thereafter selling such lots; however, upon any such sale of such lots by such person, firm, association or corporation to a purchaser whose primary purpose is to occupy and/or rent and/or lease such lot (and improvements thereon, if any) to some other occupant, then the maintenance charge shall thereupon be applicable to such lot; and the Developer hereby consents to the applicability of the maintenance charge to each such lot under the circumstances herein stated. Any transfer of title to any lot by any such person, firm, association or corporation engaged primarily in the building and construction business to a transferee engaged primarily in the building and construction business shall not result in the applicability of the maintenance charge to such lot owned by the transferee or any succeeding transferee primarily engaged in the building and construction business without the consent of the Developer. The Developer

TRUE COPY  
HEREBY CERTIFY JAMES D. PATTON  
COUNTY CLERK WALKER COUNTY  
BY Patton DEPUTY

reserves the right at all times, in its own judgment and discretion, to exempt any lot in the Subdivision from the maintenance charge, and exercise of such judgment and discretion when made in good faith shall be binding and conclusive on all persons and interests. The Developer shall have the further right at any time, and from time to time, to adjust, alter or waive said maintenance charge from year to year as it deems proper; and the Developer shall have the right at any time to discontinue or abandon such maintenance charge, without incurring liability to any person whomsoever by filing a written instrument in the Office of the County Clerk of Walker County, Texas, declaring any such discontinuance or abandonment.

6.05. The maintenance charges collected shall be paid into the Maintenance Fund to be held and used for the benefit, directly or indirectly, of the Subdivision; and such Maintenance Fund may be expended by the Developer for any purposes which, in the judgment of the Developer will tend to maintain the property values in the Subdivision, including, but not by way of limitation: providing for the enforcement of the provisions of this instrument, including the aforesaid Reservations, Restrictions and Covenants; reasonable compensation and reimbursement to the Developer and members of the Committee with respect to services performed by such Developer and Committee members incident to their duties hereunder; for the maintenance, operation, repair, benefit and welfare of any recreational facilities which might hereafter be established in Elkins Lake; and generally for doing any other thing necessary or desirable in the opinion of the Developer to maintain or improve the property or the Subdivision. The use of the Maintenance Fund for any of these purposes is permissive and not mandatory, and the decision of the Developer with respect thereto shall be final, so long as made in good faith.

6.06. In order to secure the payment of the maintenance charge hereby levied, a vendor's lien shall be and is hereby reserved in the Deed from the Developer to the purchaser of each lot or portion thereof, which lien shall be enforceable through appropriate judicial proceedings by the Developer. Said lien shall be deemed subordinate to the lien or liens of any bank, insurance company or savings and loan association ("Institutional Lender") which hereafter lends money for the purchase of any property in the Subdivision, and/or for construction (including improvement) and/or permanent financing of improvements on any such property. All maintenance charges shall be due and payable thirty (30) days after the date of the invoice therefor. Such maintenance charges which are not paid promptly when due, shall bear interest from and after the due-date at the rate of ten percent (10%) per annum, and the Developer shall be entitled to collect reasonable collection charges, including attorney's fees, with respect to any maintenance charge which is not paid promptly when due. Such interest, collection charges and attorney's fees shall be secured in like manner as the maintenance charge.

6.07. These provisions as to the maintenance charge and Maintenance Fund shall continue in effect unless change in the manner and at the time or times hereinabove provided for effecting changes in the restrictive covenants hereinabove set forth.

A TRUE COPY  
HEREBY CERTIFY, JAMES D. PATTON  
COUNTY CLERK WALKER COUNTY  
BY K. Thompson DEPUTY

VII.

Transfer of Functions of the Developer

7.01. The Developer may at any time hereafter cause a non-profit corporation to be organized under the laws of the State of Texas for the purpose of exercising all or any of the duties and prerogatives of the Developer hereunder (including the matters relating to maintenance charges and the Maintenance Fund). Any such delegation of authority and duties shall serve to automatically release the Developer from further liability with respect thereto and vest such duties and prerogatives in such non-profit corporation. Any such delegation shall be evidenced by an instrument amending this instrument, placed of record in the Deed Records of Walker County, Texas, and joined in by the Developer and the aforesaid non-profit corporation but not, however, requiring the joinder of any other person in order to be fully binding, whether such other person be an owner of property in the Subdivision, a lienholder, mortgagee, Deed of Trust beneficiary or any other person.

VIII.

Binding Effect

8.01. All of the provisions hereof shall be covenants running with the land thereby affected. The provisions hereof shall be binding upon and insure to the benefit of the owners of the land affected and the Developer and their respective heirs, executors, administrators, successors and assigns.

WITNESS OUR HANDS at Houston, Texas, on this the 19th day of JUNE, 1974.



Mary Ann Belin  
Mary Ann Belin, Secretary

LAKEWOOD HILLS, a Joint Venture consisting of:

STATEWIDE LUMBER COMPANY, INC.

By J. B. Belin, Jr., President



Sophie Edmundson  
Sophie Edmundson, Assistant Secretary

FIRST GENERAL REALTY CORPORATION

By C. T. Traylor, Jr., Chairman of the Board

ATTEST:

Ralph A. Harper  
Ralph A. Harper, Secretary

CLSA CORPORATION

By C. T. Traylor, Jr., Vice President

VOL. 268 PAGE 383

A TRUE COPY  
I HEREBY CERTIFY JAMES D. PATTON  
COUNTY CLERK WALKER COUNTY  
BY [Signature] DEPUTY



STATE OF TEXAS X

COUNTY OF HARRIS X

BEFORE ME, the undersigned authority, on this day personally appeared C. T. TRAYLOR, Vice President of CLSA CORPORATION a corporation, known to me to be the person whose name is subscribed to the foregoing instrument, and acknowledged to me that he executed the same for the purposes and consideration therein expressed, in the capacity therein stated, and as the act and deed of said corporation.

GIVEN under my hand and seal of office, this the 19<sup>th</sup> day of June, 1974



Jean P. Clark  
Notary Public in and for  
Harris County, Texas

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-17-

THE STATE OF TEXAS, }  
COUNTY OF WALKER } I, J. L. FERGUSON, CLERK OF THE COUNTY COURT, CERTIFY  
THAT THE FOREGOING INSTRUMENT WAS FILED FOR RECORD IN MY OFFICE THE  
25<sup>th</sup> DAY OF June, 1974 AT 2:30 O'CLOCK P M., RECORDED  
ON THE 1<sup>st</sup> DAY OF JULY, 1974 AT 8:50 O'CLOCK A M.

BY Carl Carroll DEPUTY

J. L. Ferguson  
COUNTY COURT, WALKER COUNTY, TEXAS

CLERK OF THE COUNTY COURT  
I, J. L. FERGUSON, Clerk of Walker County Texas,  
do hereby certify that the foregoing is a true and correct  
copy of the original record and as same appears on record  
in Vol. 268 Page 368-385  
of the Deed records of Walker County, Texas  
and under my hand and seal of office this the 21<sup>st</sup>  
day of April, 1974

Jean D. Patton, County Clerk  
Walker County, Texas  
By R. Hargrove, Deputy

01376

AMENDMENT TO  
ELKINS LAKE, SECTION FOUR  
RESERVATIONS, RESTRICTIONS  
AND COVENANTS

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

WHEREAS, Statewide Lumber Company, First General Realty Corporation and CLSA Corporation, each a Texas corporation, Joint Venturers in the Joint Venture known as Lakewood Hills (the "Developer") has caused Elkins Lake Recreation Corporation, a non-profit corporation, to be organized under the laws of the State of Texas for the purpose of exercising all of the duties of the Developer (including matters relating to maintenance charges, the Maintenance Fund, common area charges and the Common Area Fund and architectural control) under the Reservations, Restrictions and Covenants dated July 1, 1974 and duly recorded at Volume 268, Page 368 of the Deed Records of Walker County, Texas, hereinafter called the "Declaration";

WHEREAS, J.B. Belin, Jr., M.D. Belin and J.B. Belin, Jr. and M.D. Belin, as the Independent Co-Executors of the Estate of J.B. Belin, Sr., have succeeded to the interest of Statewide Lumber Company in Lakewood Hills; and Ameriway Service Corporation has succeeded to the interest of Clear Lake Savings Association in Lakewood Hills; and First Mortgage Company of Texas, Inc. has succeeded to the interest of First General Realty Corporation in Lakewood Hills;

WHEREAS, pursuant to Section VII of the Declaration, such delegation of authority and duties from the Developer to the Elkins Lake Recreation Corporation shall serve to automatically release the Developer from further liability with respect thereto and vest such duties in such non-profit corporation.

WHEREAS, pursuant to Section VII of the Declaration, such delegation shall be evidenced by an instrument amending the Declaration, placed of record in the Deed Records of Walker County, Texas and joined in by the Developer and Elkins Lake Recreation Corporation, without the joinder of any other property owner, and the Developer and Elkins Lake Recreation Corporation desire and agree it will be in the best interest of the subdivision to so amend the Declaration;

NOW THEREFORE, the Developer and Elkins Lake Recreation Corporation agree that the Declaration is hereby amended by adding the following paragraph thereto as paragraph 7.02, to-wit:

7.02. The Developer and Elkins Lake Recreation Corporation agree that, except as provided below, all duties and prerogatives of the Developer hereunder (including matters relating to maintenance charges, the Maintenance Fund, common area charges and the Common Area Fund and architectural control) have been delegated by the Developer to the Elkins Lake Recreation Corporation and shall be exercised by the Elkins Lake Recreation Corporation. However, the Developer hereby reserves the right to exercise all architectural control privileges solely with respect to the lots ("Developer's Lots") in the Subdivision subject to the Declaration which are now owned by the Developer or hereafter acquired by Developer as to which the Developer currently is the beneficiary of a lien, Developer acknowledging that the Developer's exercise of architectural control privileges with respect to the Developer's Lots shall conform with the provisions of the Declaration relating thereto. Elkins Lake Recreation Corporation acknowledges that the maintenance charge described in Article VI

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I HEREBY CERTIFY, JAMES D. PATTON  
COUNTY CLERK WALKER COUNTY  
BY *James D. Patton* DEPUTY

RECORDED

APR 4 1989

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JAMES D. PATTON - County Clerk

of the Declaration shall not, without the consent of the Developer, apply to the Developer's Lots or the lots now or hereafter acquired by a builder, as more particularly described in the Declaration.

LAKWOOD HILLS, a Texas joint venture, by its undersigned Venturers:

By: Ameriway Service Corporation

By: W. Leroy Land  
Name: W. LEROY LAND  
Title: PRESIDENT

By: First Mortgage Company of Texas

By: James R. Moore  
Name: James R. Moore  
Title: VICE PRESIDENT

By: J.B. Belin, Jr.

By: M.D. Belin  
M.D. Belin

By: Independent Co-Executors of the Estate of J.B. Belin, Sr.

By: J.B. Belin, Jr.

By: M.D. Belin  
M.D. Belin

ELKINS LAKE RECREATION CORPORATION

By: Wanda L. Rainwater  
Name: WANDA L. RAINWATER  
Title: VICE PRESIDENT

ELKINS LAKE RECREATION CORPORATION

By: Lester L. Gross  
Name: LESTER L. GROSS  
Title: PRESIDENT

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COUNTY CLERK WALKER COUNTY  
BY James D. Patton DEPUTY

RECORDED

APR 4 1989

VOL 0092 PAGE 411

STATE OF TEXAS §  
COUNTY OF Starr §

This instrument was acknowledged before me on this 28<sup>th</sup> day of February, 1989, by W. Leroy Land, President of Ameriway Service Corporation, venturer of Lakewood Hills, a Texas joint venture, on behalf of said venture.

Paul R. Stone  
NOTARY PUBLIC, STATE OF TEXAS

STATE OF TEXAS §  
COUNTY OF HARRIS §

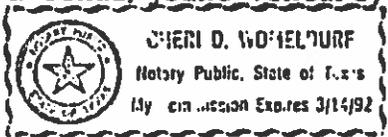
This instrument was acknowledged before me on this 15<sup>th</sup> day of February, 1989, by James R. Moore, Vice President of First Mortgage Company of Texas, venturer of Lakewood Hills, a Texas joint venture, on behalf of said venture.

Barbara J. Fickett  
NOTARY PUBLIC, STATE OF TEXAS

STATE OF TEXAS §  
COUNTY OF Fort Bend §

BARBARA J. FUCKETT  
Notary Public - State of Texas  
My Commission Expires 11-17-89

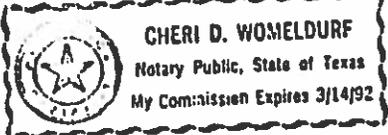
This instrument was acknowledged before me on this 2nd day of February, 1989, by J.B. Belin, Jr., venturer of Lakewood Hills, a Texas joint venture, on behalf of said venture.



Cheri D. Womeldurf  
NOTARY PUBLIC, STATE OF TEXAS

STATE OF TEXAS §  
COUNTY OF Fort Bend §

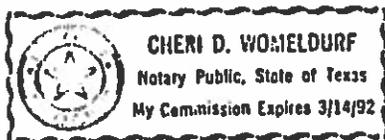
This instrument was acknowledged before me on this 2nd day of February, 1989, by M.D. Belin, venturer of Lakewood Hills, a Texas joint venture, on behalf of said venture.



Cheri D. Womeldurf  
NOTARY PUBLIC, STATE OF TEXAS

STATE OF TEXAS §  
COUNTY OF Fort Bend §

This instrument was acknowledged before me on this 2nd day of February, 1989, by J.B. Belin, Jr. as Independent Co-Executor of the Estate of J.B. Belin, Sr., venturer of Lakewood Hills, a Texas joint venture, on behalf of said venture.



Cheri D. Womeldurf  
NOTARY PUBLIC, STATE OF TEXAS

RECORDED

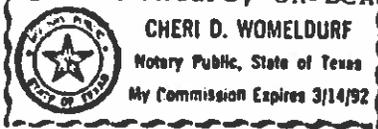
APR 4 1989

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HEREBY CERTIFY, JAMES D. PATTON  
COUNTY CLERK WALKER COUNTY  
BY Melba High DEPUTY

STATE OF TEXAS §  
COUNTY OF Fort Bend §

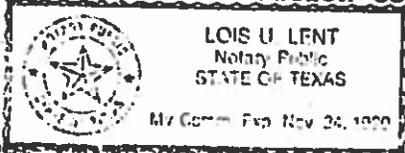
This instrument was acknowledged before me on this 2nd day of February, 1988, by M.D. Belin as Independent Co-Executor of the Estate of J.B. Belin, Sr., venturer of Lakewood Hills, a Texas ~~Joint venture~~ on behalf of said venture.



Cheri D. Womeldurf  
NOTARY PUBLIC, STATE OF TEXAS

THE STATE OF TEXAS §  
COUNTY OF Walker §

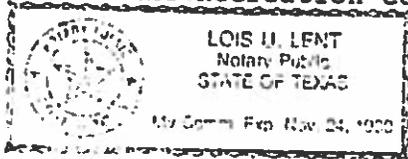
This instrument was acknowledged before me on November 28, 1988, by John C Rainwater, VIC PRES of Elkins Lake Recreation Corporation on behalf of said corporation.



Lois U. Lent  
NOTARY PUBLIC, STATE OF TEXAS

THE STATE OF TEXAS  
COUNTY OF Walker

This instrument was acknowledged before me on November 28, 1988, by Lester L. Eagle, PRESIDENT of Elkins Lake Recreation Corporation on behalf of said corporation.



Lois U. Lent  
NOTARY PUBLIC, STATE OF TEXAS

FILED FOR RECORD  
AT 11:50 clock AM

APR 27 1989

J.D. PATTON, WALKER COUNTY, TEXA.  
by [Signature] Deputy

Walker County  
I, \_\_\_\_\_, County Clerk of Walker County, Texas, do hereby certify that the foregoing is a true and correct copy of the original record and as same appears on record in Vol. 93 Page 413 of the Public Records of Walker County, Texas. Given under my hand and seal of office this the 27 day of April, 1989.  
James D. Patton, County Clerk  
Walker County, Texas

JAMES D. PATTON  
WALKER COUNTY, TEXAS

OFFICIAL PUBLIC RECORDS

188/064

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RECORDED

APR 4 1989

JAMES D. PATTON - County Clerk