

**RESTATED AND AMENDED DECLARATION OF COVENANTS
CONDITIONS AND RESTRICTIONS FOR LAKE OAK LANDING**

THE STATE OF TEXAS *

COUNTY OF SAN JACINTO *

WHEREAS, LAKE INTERESTS, INC., a Texas corporation with principal offices located in Harris County, Texas (referred to herein as "Developer" or "Declarant"), developed those certain lands known as LAKE OAKS LANDING, a development according to the map or plat thereof recorded in Volume 8 Page 25 of the Deed Records of San Jacinto County, Texas; and

WHEREAS, the Developer, desiring to create and carry out a uniform plan for improvement, development and sale of all of the lots for the benefit of the present and future owners of said lots, for the benefit of all property owners and for the protection of property values in Lake Oaks Landing, did, on March 15, 1984, at Vol. 245, page 906, et seq., Official Public Records of Polk County, Texas, executed and filed that certain document entitled "Declaration of Covenants, Conditions and Restrictions, Lake Oaks Landing, Section 1", (referred to herein as "Original Restrictions"), which Original Restrictions did therein adopt, established and imposed certain declarations, reservations, protective covenants, limitations, conditions and easements to apply uniformly to the use, improvement, occupancy and conveyance of all lots and each contract of deed which may be thereafter executed with regard to any of the lots, and all such lots were conclusively held to have been executed, delivered and accepted subject to such declarations, reservations, protective covenants, limitations, conditions and easements; and

WHEREAS, the Original Restrictions did, by Article V, Section 18, establish a procedure to amend the restrictions, which Section 18 provided as follows:

- (a) The restrictions, covenants and conditions contained herein shall remain in full force and effect until December 31, 2014, subject however to the provisions for repealing, modifying, or amending these Deed Restrictions as provided for hereinafter.
- (b) At the end of the term provided in Paragraph (a) above, and at the end of each ten (10) year extension herein provided for, these restrictions shall be automatically extended and renewed for a succeeding period of ten (10) years each, unless, within six (6) months prior to the date such restrictions and covenants would otherwise be automatically extended, an instrument shall have been signed by the Owners of a majority of the lots on the property, each lot entitling its Owner to one vote, and shall have been recorded in the Office of the County Clerk of San Jacinto County, Texas, agreeing to change said restrictions and covenants in whole or in part.

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- (c) Any or all of the restrictions, covenants and conditions herein contained may be repealed, amended or modified at any time by a majority vote of the Owners, each lot entitling its modification shall be effected by an instrument in writing executed by such majority and filed for record in the Office of the County Clerk of San Jacinto County, Texas. Provided, however, that no amendment shall be made which shall in any manner impair the security of any institutional lender having a mortgage or other lien against any part of the property, or any other record owners of Liens thereon.

WHEREAS, on June 4, 1992, "Amended and Restated Declaration of Covenants, Conditions and Restrictions for Lake Oaks Landing" were filed at Vol. 148, page 500, et seq., Official Public Records of San Jacinto County, Texas; and

WHEREAS, on March 5, 1984 Lake Oaks Landing, Inc. (referred to herein as the "Association"), was chartered as a Texas non-profit Corporation as a property owners association for the property owners of lots in Lake Oaks Landing, Inc.

NOW, THEREFORE, the Association's Board of Directors hereby restate and amend the Restrictions applicable to Lake Oaks Landing, Section 1, San Jacinto County, Texas, subject to ratification and approval by a majority of the lot owners of the property in the Subdivision, by the procedure set forth by Article V, Section 18, as set forth above, to be as follows:

ARTICLE 1. DEFINITIONS

Section 1. "Association" shall mean and refer to Lake Oaks Landing, Inc", a Texas Non-profit Corporation chartered on March 5, 1984. Any action required by the Association herein, unless specifically referencing a vote of the members of the Association, shall be taken by a majority vote of the Board of Directors as directed by the Bylaws of the Association.

Section 2. "Common area" shall mean all real property owned by the Association for the common use and enjoyment of the owners. The common area to be owned by the Association is described as follows: Reserves "A", "B", "E" "F", "H", and "I" and Lot 50.

Section 3. "Declarant" shall mean Lake Interests, Inc. and their heirs, successors, and assigns provided such successors or assigns acquire more than one undeveloped lot from Declarant for the purpose of development.

Section 4. "Lot" shall mean any plot of land shown on the recorded subdivision map referred to above, including Reserve "D" and "G", with the exception of all other common areas and other portions marked "reserved" (excluding Reserve "D" and "G"). Provided

further that Lot 50, if owned by the Association, shall be exempted from these deed restrictions and shall not be considered a "lot" for any purposes of these deed restrictions. Unless otherwise specifically provided for by any deed of conveyance from the Association, all property conveyed by the Association, irregardless of prior designation on the plat(s) of the Subdivision, shall be considered a "lot" and shall be subject to these Deed Restrictions.

Section 5. "Maintenance" shall mean the exercise of reasonable care to keep buildings, roads, landscaping, lighting, and other related improvements and fixtures in a condition comparable to their original condition, normal wear and tear excepted. Maintenance of landscaping shall further mean the exercise of generally accepted garden management practices necessary to promote either a natural environment or grass lawn with or without flowerbeds. In either case, weeds shall be controlled and not allowed to grow to be a height of more than eighteen inches.

Section 6. "Member" shall mean every person or entity who holds membership in the Association.

Section 7. "Mortgage" shall mean a conventional mortgage or a deed of trust.

Section 8. "Mortgagee" shall mean a holder of a conventional mortgage or a beneficiary under or holder of a deed of trust.

Section 9. "Owner" shall mean the record owner, as reflected by the deed of record on file with the San Jacinto County Clerk's office, whether one or more persons or entities, of a fee simple title to any lot which is a part of the property, and shall include contract sellers, but shall not include those holding title merely as security for performance of an obligation.

Section 10. "Subdivision" shall mean the subdivided real property hereinbefore described and such additions thereto as may be brought within the jurisdiction of the association as hereinafter provided.

Section 11. "Deed Restrictions" and/or "Restrictions" shall refer to these Restated and Amended Restrictions.

ARTICLE II. MEMBERSHIP IN ASSOCIATION; VOTING RIGHTS

Section 1. Every Owner of a lot shall be a Member of the Association; membership shall be appurtenant to and may not be separated from ownership of a lot.

Section 2. The Association shall one class of Members. Members shall be all Owners with the exception of Declarant, and shall be entitled to one vote for each lot owned. When more than one person holds an interest in a given lot, all such persons shall be Members and the vote for such lot shall be exercised as they may determine among themselves. In no event shall more than one vote be cast with respect to any lot.

ARTICLE III. ASSESSMENTS

Section 1. Lien and Personal Obligation of Assessments. Declarant hereby covenants for each lot within the subdivision, and each Owner of a lot is hereby deemed to covenant by acceptance of his deed for such lot, whether or not it shall be so expressed in his deed, to pay to the Association (1) annual assessments and (2) special assessments for capital improvements. Such assessments will be established and collected as hereinafter provided. The annual and special assessments, together with interest, costs, and reasonable attorneys' fees, shall be a charge on the land and continuing lien on each lot against which such an assessment is made. Each such assessment, together with interests, costs, and reasonable attorneys' fees shall also be the personal obligation of the person or persons who owned the lot at the time the assessment fell due.

Section 2. Purpose of Annual Assessments. The annual assessment levied by the Association shall be used exclusively to promote the health, safety, welfare, and recreation of the residents in the subdivision, and for the improvement and maintenance of the common areas. Without limiting the foregoing, annual assessments may be used by the Association to acquire and pay for the following:

- (a) Maintenance and repair of the common area.
- (b) Water, sewer, garbage, electrical, lighting, telephone, gas, and other necessary utility service for the common area, including but not limited to the Waste Water Treatment Plant operation.
- (c) Acquisition of furnishings and equipment for the common area as may be determined by the Association, including without limitation all equipment, furnishings and personnel necessary or proper for use of the recreational facilities.
- (d) Maintenance and repair of storm drains, sanitary sewers, and private streets within the confines of the subdivision.
- (e) Fire insurance covering the full insurable replacement value of the common area with extended coverage.
- (f) Liability insurance insuring the association against any and all liability to the public, to any Owner, or to the invitees or tenants of any Owner arising out of their occupation and/or use of the common area. The policy limits shall be set by the Association, and shall be reviewed at least annually and increased or decreased at the discretion of the Association.

- (g) Workmen's compensation insurance to the extent necessary to comply with applicable law, and any other insurance deemed necessary by the Board of Directors of the Association.
- (h) A standard fidelity bond covering all Members of the Board of Directors of the Association and all other employees of the Association in an amount to be determined by Board of Directors.
- (i) Any other materials, supplies, furniture, labor, services, maintenance, repairs, structural alterations, insurance, taxes, or assessments which the Association is required to secure or pay pursuant to the terms of this Declaration or by law, or which shall be necessary or proper in the opinion of the Board of Directors of the Association for the operation of the common areas, for the benefit of all lot Owners, or for the enforcement of these restrictions.

In the event the need for maintenance or repair is attributable to the willful or negligent act of the Owner of a lot, his family, guests, or invitees, the cost of such maintenance or repairs shall be added to and become part of the assessment to which such lot is subject.

Section 3. Maximum Annual Assessment.

- (a) Until January 1 of the year immediately following the conveyance of the first lot by Declarant to an Owner, the maximum annual assessment shall be two hundred forty dollars (\$240.00).
- (b) From and after January 1 of the year immediately following the conveyance of the first lot by Declarant to an Owner, the maximum annual assessment may be increased each year not more than 25 per cent (25%) above the maximum assessment for the previous year without a vote of the Members.
- (c) From and after January 1 of the year immediately following the conveyance of the first lot by Declarant to an Owner, the maximum annual assessment may be increased above 25 per cent (25%) by the vote or written assent of a majority of Members.
- (d) The Board of Directors of the Association may fix the annual assessment at an amount not in excess of the maximum.

Section 4. Special Assessments for Capital Improvements. In addition to the assessments authorized above, the Association may levy a special assessment for the purpose of defraying in whole or in part, the cost of any construction, repair, or replacement of a capital improvement on the common area, including fixtures and personal property related thereto. Any special assessment and the method of funding must be approved by a majority vote of the Members present at an annual or special meeting at which notice of such vote is given as required by the Bylaws of the Association and a quorum is present.

Section 5. Written notice of any meeting called for the purpose of taking any action authorized by Section 3 or 4 shall be sent to all Members not less than 30 nor more than 45 days in advance of such meeting. In the event the proposed action is favored by a majority of the votes cast at such meeting, but less than the required majority. Members who were not present in person or by proxy may give their assent in writing within 10 days after the date of such meeting.

Section 6. Rate of Assessment. Annual Assessments must be fixed at a uniform rate

for all lots. A different method of fixing a special assessment for a capital improvement may be adopted if approved by a majority vote of the Members present at an annual or special meeting at which notice of such vote is given as required by the Bylaws of the Association and a quorum is present.

Section 7. Commencement and Collection of Annual Assessments. The annual assessments provided for herein shall commence as to all lots on the first day of the month following the conveyance of the common area. The first annual assessment shall be adjusted according to the number of months remaining in the calendar year. The Board of Directors shall fix the amount of the annual assessment against each lot at least 60 days in advance of the due date thereof and shall fix the dates such amounts become due. Assessments may be made payable monthly. Notice of the annual assessments shall be sent to every Owner subject thereto. The Association shall, on demand and for a reasonable charge, furnish a certificate signed by an officer of the Association, setting forth whether the assessment against a specific lot has been paid, and shall, on or before February 15 of each year, cause to be recorded in the Office of the County Clerk of San Jacinto County, a list of delinquent assessments as of that date.

Section 8. Effect of Nonpayment of Assessments; Remedies of the Association. Any assessment, whether annual or special, not paid within 45 days after the due date shall be deemed in default and shall bear interest from the due date at the maximum rate allowed by law. The Association may bring an action at law against the Owner personally obligated to pay the same, and/or may foreclose the lien against the property. No Owner may waive or otherwise escape liability for the assessments provided for herein by nonuse of the common area or abandonment of his lot.

Section 9. Subordination of Assessment Lien to Mortgages. The assessment lien provided for herein shall be subordinate to the lien of any first mortgage. A sale or transfer of any lot shall not affect the assessment lien. No sale or transfer shall relieve such lot from liability for any assessments thereafter becoming due or from the lien thereof.

ARTICLE IV. PROPERTY RIGHTS

Section 1. Owner's Easements of Enjoyment. Every Owner of a lot shall have a right and easement of enjoyment in and to the common area which shall be appurtenant to and shall pass with the title to such lot, subject to the following rights of the Association:

- (a) The right to charge reasonable admission and other fees for the use of any recreational facility situated within the common area;
- (b) The right to suspend the right of use of recreational facilities and the voting rights of any Owner for periods during which assessments against his lot remain unpaid, and the right, after hearing by the Board of Directors, to suspend such rights for a period not exceeding 30 days for any single infraction or until such infraction is remedied in the case of a continuing infraction of the published rules and regulations of the Association;
- (c) The right to dedicate or transfer all or any part of the common area to any municipality, public agency, authority, or utility for such purposes and subject to such conditions as may be agreed upon by the Members. No such dedication or transfer shall be effective unless an instrument executed by

two-thirds of Members agreeing to such dedication or transfer has been duly recorded.

Section 2. Delegation of Use. Subject to such limitations as may be imposed by the Bylaws, each Owner may delegate his right of enjoyment in and to the common areas and facilities to the members of his family, his guests, tenants, and invitees.

Section 3. Easements of Encroachment. There shall exist reciprocal appurtenant easements as between adjacent lots and between each lot and any portion or portions of the common area adjacent thereto for any encroachment due to the un willful placement, settling, or shifting of the improvements constructed, reconstructed, or altered thereon, provided such construction, reconstruction, or alteration is in accordance with the terms of this Declaration. Such easement shall exist to a distance of not more than one foot as measured from any point on the common boundary between adjacent lots, and between each lot and any adjacent portion of the common area, along a line perpendicular to such boundary at such point. No easement for encroachment shall exist as to any encroachment occurring due to the willful conduct of an Owner.

Section 4. Other Easements

- (a) Easements for installation and maintenance of utilities and drainage facilities are shown on the recorded subdivision map. Within these easements, no structure, planting, or other material shall be placed or permitted to remain which may damage or interfere with the installation and maintenance of utilities, or which may damage, interfere with, or change the flow of drainage facilities in the easements. The easement area of each lot and all improvements therein shall be continuously maintained by the Owner of such lot, except for improvements for maintenance of which a public authority or utility company is responsible.
- (b) No dwelling unit or other structure of any kind shall be built, erected, or maintained on any such easement, reservation, or right of way, and such easements, reservations and rights of way shall at all times be open and accessible to public and quasi-public utility corporations, their employees and contractors, and shall also be open and accessible to Declarant, its successors and assigns, all of whom shall have the right and privilege of doing whatever may be necessary in, on, under, and above such locations to carry out any of the purposes for which such easements, reservations, and rights of way are reserved. There shall exist appurtenant easements of access to all private streets within the subdivision to the County of San Jacinto, Texas, for the use of county personnel and equipment on county business.

Section 5. Right of Entry. The Association, through its duly authorized employees and contractors, shall have the right after reasonable notice to the Owner thereof, to enter any lot at any reasonable hour on any day to perform such maintenance as may be authorized herein.

Section 6. No Partition. There shall be no judicial partition of the common area, nor shall any Owner or any other person acquiring any interest in the subdivision or any part thereof seek judicial partition of any common area or lot in the subdivision.

ARTICLE V. USE RESTRICTIONS

Section 1. Use. None of the lots or the improvements thereon shall be used for anything other than single-family, private residential purposes, and all lots shall be known as residential lots. No lots shall be used except for single-family RESIDENTIAL PURPOSES. The term "residential purposes" as used herein shall be held and construed to exclude hospitals, clinics, nursing homes, duplex houses, apartment houses, boarding houses, hotels and all other commercial uses as all such uses of said property are hereby expressly prohibited. Rental or lease of the lot and the residence thereon for any period of time less than 180 days shall be prohibited. Any rental or lease shall provide, in writing, that the renter or lessee has received a copy of the Deed Restrictions and agrees to be bound by same and comply with all Deed Restrictions. Rental or lease of the lot and residence shall not relieve the property owner from compliance with these Deed Restrictions.

Section 2. Lot Area. No lot may be re-subdivided; provided however, that individual lots may be divided between abutting Owners and thereafter each Owner's resulting oversized tract shall be considered as one lot. Nothing herein contained shall prohibit the construction of a single residence on two (2) lots, in which case both such lots shall be considered as one lot for building purposes. Irrespective of the foregoing provisions of this Paragraph 2, the maintenance fund assessment hereinafter set forth shall be and remain applicable to all lots as originally platted. As to lots divided between abutting Owners, the said maintenance fund assessment as to the divided lot shall be apportioned on the basis of surface area of the portions of the divided lot added to the adjacent lots for the purpose of creating two oversized lots.

Section 3. Architectural Committee. An Architectural Committee ("Committee") consisting of such number of members as members shall be appointed, by the Board of Directors of the Association, whose purpose it shall be to review plans, to insure for all Owners harmony of location, and harmony of external and structural design and quality with existing structures. The Committee shall have the right to designate a representative to act for it in all matters arising hereunder. The Committee shall have the authority and right to establish written Architectural Guidelines, subject to approval and ratification by the Board of Directors of the Association.

Section 4. Structures.

- (a) No residence shall be constructed on any residential lot unless such residence shall meet the following requirements as to living area: such residence shall have a minimum of 2000 square feet of enclosed living area.
- (b) No improvements shall be placed on any lot until the building plans, specifications and plot plans showing the location of such improvements and any clearing, landscaping and other construction on the lot, have been approved in writing by the Committee. Likewise, the alteration of any existing improvements which materially affects or changes the exterior design thereof may not be made until the plans for such alterations have been approved in writing by the Committee. In the event the Committee disapproves of any such plans, specifications and/or plot plans, notice of such disapproval shall be delivered in person or by registered or certified letter addressed to the party submitting the same at an address which must be supplied with the submission. In passing upon all of such plans, specifications and/or plot

plans, the Committee may take into consideration, among other things, the suitability of any such proposed building or structure or the alteration thereof and the materials of which it is to be constructed to the effect thereof upon adjacent neighboring or other lots or plots. Any such notice shall set forth the elements disapproved and the reason or reasons thereof, but need not contain suggestions as to methods of curing any matters or things disapproved. The judgment of the Committee in this respect in the exercise of its sole and absolute discretion shall be final and conclusive. The applicant has the right to appeal to the Association Board of Directors. If said Committee fails to approve or disapprove said plans, specifications and/or plot plans within thirty (30) days after the same have been received by the Committee, it will be presumed that the same have been approved. These requirements for approval by the Committee as herein set out cover not only the residences to be constructed but all piers and other structures built in the water as well as on the land, and also apply to any major landscape changes, any retaining walls, removal of trees and any significant moving of soil in or out of the water.

- (c) Inspection of Work. The Architectural Committee or its duly authorized representative shall have the right to inspect any Improvement to Property prior to or after completion, provided that the right of inspection shall terminate sixty (60) days after the Committee shall have received a Notice of Completion from the applicant.
- (d) Notice of Noncompliance. If, as a result of inspections or otherwise, the Committee finds that any Improvement to Property has been done without obtaining the approval of the Committee or was not done in substantial compliance with the description and materials furnished by the applicant to the Architectural Committee or was not completed within one (1) year after the date of approval by the Committee, the Committee shall notify the applicant in writing of the noncompliance, which notice shall be given, in any event, within sixty (60) days after the Committee receives a Notice of Completion from the applicant. The notice shall specify the particulars of the noncompliance and shall require the applicant to take such action as may be necessary to remedy the noncompliance. Such notice shall also advise the applicant of its right to appeal to the Association's Board of Directors.
- (e) Failure of Committee to Act after Completion. If, for any reason other than the applicant's act or neglect, the Architectural Committee fails to notify the applicant of any noncompliance within sixty (60) days after receipt by the Architectural Committee of written Notice of Completion from the applicant, the Improvement to Property shall be deemed in compliance if the Improvement to Property was, in fact, completed as of the date of Notice of Completion.
- (f) Appeal to Association Board of Finding of Noncompliance. If the Architectural Committee gives any Notice of Noncompliance, the applicant may appeal to the Board of Directors by giving written notice of such appeal to the Board and the Architectural Committee within thirty (30) days after receipt of the Notice of Noncompliance, by the applicant. If, after a Notice of Noncompliance, the applicant fails to commence diligently to remedy such

noncompliance the Architectural Committee shall request a finding of noncompliance by the Board of Directors by giving written notice of such request to the Association and the applicant within thirty (30) days after delivery to the applicant of a Notice of Noncompliance from the Architectural Committee. In either event, the Board of Directors shall hear the matter with reasonable promptness after reasonable notice of such hearing to the applicant and the Architectural Committee and shall decide, with reasonable promptness, whether or not there has been such noncompliance and, if so, the nature thereof and the estimated cost of correcting or removing the same. The decision of the Board of Directors shall be final and binding on all parties.

- (g) Correction of Noncompliance. If the Board of Directors determines that a noncompliance exists, the applicant shall remedy or remove the same within a period of not more than forty-five (45) days from the date of receipt by the applicant of the ruling of the Board of Directors. If the applicant does not comply with the Board ruling within such period, the Board may, at its option, record a Notice of Noncompliance against the real property on which the noncompliance exists, may remove the noncomplying Improvement to Property or may otherwise remedy the noncompliance, and the applicant shall reimburse the Association, upon demand, all expenses incurred therewith. If such expenses are not promptly repaid by the applicant or owner to the Association, the Board may levy a Reimbursement Assessment against the owner of the privately owned site for such costs and expenses. The right of the Association to remedy or remove any noncompliance shall be in addition to all other rights and remedies which the Association may have at law, in equity, or under this Declaration.
- (h) No Implied Waiver or Estoppel. No action or failure to act by the Architectural Committee or by the Board of Directors shall constitute a waiver or estoppel with respect to future action by the Architectural Committee or the Board of Directors with respect to any Improvement to Property. Specifically, the approval by the Architectural Committee of any Improvement to Property shall not be deemed a waiver of any right or an estoppel to withhold approval or consent for any similar Improvement to Property or any similar proposals, plans, specifications, or other materials submitted with respect to any other Improvement to Property.
- (i) Committee Power to Grant Variances. The Architectural Committee may authorize variances from compliance with any of the provisions of the building restrictions, including restrictions upon height, size, floor area or placement of structures of similar restrictions, and including, but not limited to, the adjustment of the set back lines and the building lines established by the plats of the subdivision, when circumstances such as topography, natural obstructions, hardship, aesthetic or environmental considerations may, and/or prior to placement of residences, require. Such variances must be evidenced in writing and shall become effective when signed by at least a majority of the members of Architectural Committee.
- (j) Compensation of Members. Members of the Architectural Committee shall receive no compensation for services rendered other than reimbursement of

out of pocket expenses incurred by them in the performance of their duties hereunder.

- (k) Nonliability for Committee Action. None of the Committee, any member of the Committee, any Committee representative, the Association, any member of the Board of Directors 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 Architectural Committee unless due to the willful misconduct or bad faith of the party to be held liable. In reviewing any matter, the Committee shall not be responsible for reviewing, nor shall its approval of an Improvement of Property be deemed approval of the Improvement to Property from the standpoint of safety, whether structural or otherwise, or conformance with building codes or other governmental laws or regulations.
- (l) Construction Period Exception. During the course of actual construction of any permitted structure or Improvement to Property, and provided construction is proceeding with due diligence, the Architectural Committee shall temporarily suspend the provisions contained in this Declaration as to the property upon which the construction is taking place to the extent necessary to permit such construction; provided that, during the course of any such construction, nothing is done which will result in a violation of any of the provisions of this Declaration upon completion of construction and nothing is done which will constitute a nuisance or unreasonable interference with the use and enjoyment of other property.
- (m) No part of any building shall be located on any residential lot nearer than fifty (50) feet to any street, on which it fronts, unless otherwise provided upon the recorded plat, except as provided by these restrictions. The building setback lines may be relaxed by decision of the Committee, if the above described distances are not feasible, considering the terrain and/or dimensions of the lot, or the placement of previously constructed structures, and as authorized by subparagraph (i) above.
- (n) Construction on More Than One Residential Site. The construction of one (1) residence on a portion of two (2) or more residential sites shall be permissible if approved in writing by the Committee.
- (o) No structure shall be occupied or used for residential or storage purposes (other than for the storage of building materials to be used in the construction and completion thereof) until the exterior thereof shall have been fully completed in accordance with the approved plans and specifications.
- (p) Each residence, once commenced, must be "dried in" within six (6) months from the date of commencement thereof. By the term "dried in" it is meant the exterior must have the appearance of being a completed house, including all necessary windows, doors, roof, paint and trim. If any such residence is not "dried in" within six (6) months after the date on which such residence is commenced, the Owner of same hereby gives the Committee or its representative or agent the right and authority to enter upon the property upon which such structure is situated, and to disassemble such structure and store the building materials on the premises or elsewhere at the discretion of

the Committee. The Owner or occupant of any such lot agrees, by the purchase or occupancy thereof, that the Committee shall not be liable in trespass or otherwise in entering upon said lot and disassembling any such structure.

- (q) No trailer, mobile home (even if affixed to realty or otherwise rendered immobile), tent, shack, camper, garage, barn or other outbuilding or structure of a temporary character shall, at any time, ever be used as a residence, temporary or permanent, nor shall any structure of a temporary character ever be used in any way or moved onto or permitted to remain on any lot except during construction of permanent structures.
- (r) No fence, wall or hedge having a height of more than three feet (3¹) shall be constructed or employed with the exception of patio enclosures, nearer any front street line than twenty feet (20'), or nearer any side street line than five feet (5').

Section 5. Signs. No advertising signs or structures may be displayed on any lot without the prior written approval of the Association. In this regard the Association is granting a continuous approval for the use of temporary "For Sale" signs not larger than eighteen (18") inches by twenty-five (25) inches with a height not to exceed three feet (3).

Section 6. Nuisances. No noxious or offensive activity shall be carried on or maintained on any lot, nor shall anything be done or permitted to be done thereon which may be or become a private or public nuisance in the neighborhood.

Section 7. Firearms. The use or discharge of firearms is expressly prohibited.

Section 8. Garbage and Trash Disposal. No lot shall be used or maintained as a dumping ground for garbage. Trash, garbage or other rubbish shall be kept only in sightly, sanitary containers. Each lot Owner shall be responsible for disposing of all of his trash, garbage and rubbish. Notwithstanding the foregoing, the Board of Directors may designate a portion of one of the reserves as a garbage collection point for a Property Owners Association contracted or sponsored garbage service for the entire subdivision.

Section 9. Unightly Storage. Boats, recreational objects and open carports are to be shielded from view from the street. No unsightly storage and/or unsightly vehicles shall be viewed from the street. Recreational objects may be temporarily stored in the open for a period not to exceed 72 hours. All residences shall have an enclosed two (2) car garage with operable garage door.

Section 10. Animals. No cows, poultry, livestock, or other animals except dogs or cats (not to exceed a total of three pets) may be kept on any lot. All dogs and cats shall be leashed when off the Owner's lot or otherwise unattended. Ducks purchased and raised by the Association for the harbor area will be excluded from this section. The owner is responsible for ensuring that their pet(s) do not poop on other owner's property, or on the streets of the Subdivision, and the pets' owner is responsible for cleaning up any such poop.

Section 11. Off-street Parking. Both prior to and after the occupancy of a dwelling on any lot, the Owner shall provide appropriate space for off-street parking for three automobiles.

Section 12. Weeds. The Owner of each lot shall keep the same clean and control weeds such as will be in keeping with other property and the community at any particular time. Upon failure to do this, Developer or the Association may have the lot cleaned and the cost or expense thereof shall be payable on demand by the Owner to Developer or the Association, as the case may be. The Association may, at charge to the Owner as provided for by Section 23 hereon, after notice to the Owner to mow their lot, mow and otherwise cut back 10 feet from the curb on vacant lots.

Section 13. Electrical Wiring and Antennas. No Owner shall install, attach or hang or allow to be installed, attached or hung any equipment or wiring or electrical installation, television or radio transmitting or receiving antennas, air conditioning units or any other like equipment. Notwithstanding the foregoing, an Owner may place a TV antenna and/or satellite dish on a lot provided such Owner has submitted placement and screening plans to the Architectural Committee and obtained the Committee's approval.

Section 14. Bulkheads. No Owner shall install or repair bulkheads unless the materials used to install or repair such bulkheads are of the same or better quality as the bulk heading materials originally installed. Owner shall maintain the bulkhead installed upon his lot in good repair. In the event an Owner desires to use a different bulk heading material than was previously used, such Owner will first submit material specifications and appropriate plans to the Association's Architectural Committee for approval.

Section 15. Prohibited Piers and Boathouses upon Selected Lots. No Owner shall construct either boathouses or piers upon lots 23, 24, 25, 26, 27, 28, 29, 30, 31, or 32 which lots shall be provided with recessed boat slips that will accommodate one boat per lot. An Owner may construct a boathouse over the recessed slip so long as there is no violation of any other provisions contained herein and the boathouse is constructed to the specifications and design as submitted to and approved by the Architectural Committee.

Section 16. Covenants Running with the Land. All of the restrictions, covenants and conditions herein provided for and adopted shall apply to each and every lot in the subdivision, and shall be covenants running with the land. Developer or the Association shall have the right to enforce observance and performance of the restrictions and covenants contained and provided for herein, and in order to prevent a breach or to enforce the observance or performance of same, shall have the right, in addition to all legal remedies or remedies elsewhere provided herein, to an injunction either prohibitive or mandatory. The Owner of any lot or lots in the subdivision shall likewise have the right either to prevent a breach of any such restrictions or covenants or to enforce the performance thereof.

Section 17. Partial Invalidity. Invalidation of any of these covenants, restrictions or conditions by court judgment or otherwise, shall not affect in any way the validity of any of the other covenants, restrictions or conditions, all of which shall remain in full force and effect. Acquiescence in any violation shall not be deemed a waiver of the right to enforce against the violator or others the conditions so violated or any other conditions; and Developer shall have the right to enter the property of the violator and correct the violation, or to require that the same be corrected.

Section 18. Duration of Restrictions.

- (a) The restrictions, covenants and conditions contained herein shall remain in full force and effect until December 31, 2014, subject however to the provisions for repealing, modifying, or amending these Deed Restrictions as provided for hereinafter.
- (b) At the end of the term provided in Paragraph (a) above, and at the end of each ten (10) year extension herein provided for, these restrictions shall be automatically extended and renewed for a succeeding period of ten (10) years each, unless, within six (6) months prior to the date such restrictions and covenants would otherwise be automatically extended, an instrument shall have recorded in the Office of the County Clerk of San Jacinto County, Texas, agreeing to change said restrictions and covenants in whole or in part, as provided for by these Restrictions.
- (c) Any or all of the Restrictions, Covenants and Conditions herein contained may be repealed, amended or modified at any time by a majority vote of the lots in the subdivision voting for such repealed, amended or modified Restrictions, Covenants, and Conditions. At such vote each Property Owner shall be entitled to cast one vote for each lot owned. Any such decision to repeal, amend, or modify these restrictions, covenants, or conditions shall be effected by an instrument in writing with the signatures of the lot Owners and the lot numbers they are voting and accompanied with the notarized signatures of the Officers of the Property Owners Association to be filed for record in the Office of the County Clerk of San Jacinto County, Texas. Provided, however that no amendment shall in any manner impair the security of any institutional lender having a mortgage or other lien against any part of the property, or any other record owners of Liens thereon.
- (d) Additionally, the Association shall have the right at any time hereafter to make such reasonable changes in or waivers of any or all of the above restrictions, conditions, covenants as the Association in its sole discretion may deem reasonably necessary or desirable, subject to the approval of the Association's members by a majority vote in favor of such change in or waivers of any or all of the restrictions, conditions, and covenants by the members of the association at a special or annual meeting at which a quorum is had.

Section 19. Headings. All sections and paragraph headings used herein are for convenience only and shall have no efficacy in construing any of the restrictions, covenants or conditions herein contained.

Section 20. Liens. This RESTATED AND AMENDED DECLARATION OF COVENANTS, CONDITIONS, AND RESTRICTIONS is not intended to affect in any way any lien filed against a property/lot within Lake Oaks Landing. However, it is intended that any lien previously subordinated to the original Declaration of Covenants, Conditions, and Restrictions shall continue to be subordinated to this RESTATED AND AMENDED DECLARATION OF COVENANTS, CONDITIONS, AND RESTRICTIONS to the same extent.

Section 21. Motorized Vehicles. No motorcycles, go carts, or any other type of motorized vehicle shall be operated upon the property herein described unless such

motorized vehicle shall be approved by the state for operation upon the public highways and further provided said vehicle is registered, licensed, inspected and would be authorized to operate upon the public highways. Exceptions: gas/electrical/battery-operated wheel chairs and scooters for the handicapped and golf carts that are used for maintenance purposes and personal transportation are permitted.

Section 22. No residence or building shall be constructed upon "stilts" or other visible pile like devices which shall raise the structure above the natural grade of the property.

Section 23. Maintenance of Lot(s). All lots must be kept in a sanitary and attractive condition, and regular cutting of grass and weeds is required. No lot may be used for the storage of material or equipment except when necessary for normal residential requirements or for the Architectural Committee approved construction of improvements on the lots. Lots must be kept free of the accumulation of garbage, trash or rubbish. All clothes lines, yard equipment or storage piles shall be kept screened by a service yard, drying yard or similar facility so as to conceal them from view of neighboring lots, streets or other properties. In the event of default on the part of the owner of any lot in observing the above requirements, and if such default continues after thirty (30) days written notice thereof, the Association may take action to correct the default. The Association, or others authorized by the Association, may cut weeds and grass, remove 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, and sanitary condition. There will be no liability associated with this action. The defaulting owner will be charged for the reasonable cost of such work and associated materials. The owner agrees with the purchase of a lot in the subdivision to pay such statement immediately upon receipt. If the statement is not paid within thirty (30) days of the date due, then said amount shall accrue interest at the rate of ten (10%) per cent per annum. The payment of such charge is secured by the same lien on the property in question, which secures the charge for such work, the interest accrued, and legal fees and related costs in prosecuting and collecting said amount. Said lien shall only be judicially foreclosed.

Section 24. The Association. Every property owner in the Lake Oaks Landing Subdivision shall be a member of the Association, and the Association shall be a property owners association as defined by the Texas Property Code.

- (a) The Board of Directors of the Association shall have the right to enforce, by any proceeding at law or in equity, all restrictions, conditions, and reservations now or hereafter imposed by these restrictions, and said lawsuit to be brought in the name of the Association, upon a vote by the majority of the Board of the Directors of the Association at the duly called meeting of the Board at which a quorum of Directors is present, against any lot owner who is delinquent in payment of the maintenance fees, as delinquent is defined in these restrictions, and Bylaws of the Association.
- (b) Each person(s) acquiring a lot or residential dwelling in the Subdivision shall automatically become a member of the Association, a non-profit Texas Corporation formed for the benefit of the property owners of the Subdivision, and the Association shall be a property owners association as defined by the Texas Property Code. Each member will abide by the rules of the corporation and the covenants and restrictions set forth in this document.

The Association shall have the duty, but not the sole duty, and authority to uphold these restrictions and covenants, and provide for the maintenance and upkeep for the common areas of the subdivision. Which Association by and through its Board Of Directors shall appoint among others, the Architectural Committee, which shall be composed of three members, (appointed by the Board of directors of the property Owners Association), or more if desired, and a member of the Board and a secretary.

- (c) Any lot owner who has not paid the annual maintenance fees applicable to the lots he owns, once such maintenance fees are payable as provided by these restrictions as the Bylaws, shall be considered in default. Any lot owner delinquent in payment of any maintenance fees or other fees due on the record date of any meeting, as determined by the Bylaws of the Association, shall not be entitled to vote at any meeting of the members, whether annual or special, and shall not be entitled to hold any directorship of office of the Association.
- (d) Any lot owner who brings a lawsuit against the Property Owners Association alleging a violation of any duty of the Property Owners Association to enforce the deed restriction, or alleging that the Property Owners Association, or any director, officer and/or agent of the Property Owners Association, shall be liable to the Property Owners Association for any legal fees and costs incurred in defending such lawsuit.
- (e) Attorney's Fees for Enforcement of Deed Restrictions. The Association shall have the right, but not the obligation to bring such legal action as deemed necessary to enforce the deed restrictions and to require that any deed restriction violations be corrected, and the Association shall have the right to recover cost of any actions necessary to enforce corrections, including but not limited to attorney's fees. Any court ordered award of attorney's fees incurred for prosecution such violation shall be secured by a lien against the property of the property owner found by a court to be in violation of these deed restrictions.
- (f) Notwithstanding any provision to the contrary, nothing herein or in the plats above referenced shall be deemed, interpreted or construed as imposing any obligation or obligations whatever upon the Property Owners Association, and the Property Owners Association shall not be liable under any provisions hereof or thereof for any charge, assessment, breach, act or omission to act.

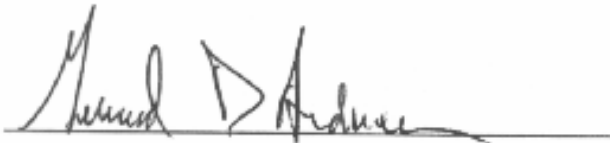
EXECUTED by the Board of Directors of Lake Oaks Landing, Inc., a Texas non-profit corporation, on the dates set forth by the respective acknowledgments, subject to the filing of a written instrument reflecting approval by at least a majority of the property owners, pursuant to the Deed Restrictions referenced above.



MAURICE MULLINS



KAREN BAGGETT



GERALD ANDREA



BILL CHESSER

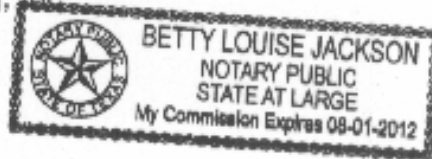


JAMES F. THOMPSON

STATE OF TEXAS *

COUNTY OF Bik *

This instrument was acknowledged before me on the 25 day October, 2008, by Maurice MULLINS, Director of Lake Oaks Landing, Inc.



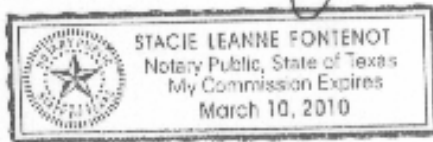
Betty Louise Jackson
Notary Public, State of Texas

STATE OF TEXAS *

COUNTY OF _____ *

This instrument was acknowledged before me on the 20th day October, 2008, by KAREN BAGGETT, Director of Lake Oaks Landing, Inc.

Karen Baggett by Stacie L Fontenot
Notary Public, State of Texas



STATE OF TEXAS *

COUNTY OF San Jacinto *

This instrument was acknowledged before me on the 20th day October, 2008, by
GERALD ANDREA, Director of Lake Oaks Landing, Inc.

Gerald Andrea



Notary Public, State of Texas
STATE OF TEXAS

COUNTY OF San Jacinto . Stacie L Fontenot
Stacie L Fontenot

This instrument was acknowledged before me on the 20th day October, 2008, by
BILL CHESSER, Director of Lake Oaks Landing, Inc.

Bill Chesser

by Stacie L Fontenot



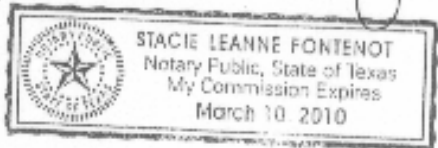
Notary Public, State of Texas
STATE OF TEXAS

COUNTY OF San Jacinto .

This instrument was acknowledged before me on the 20th day October, 2008, by
JAMES F. THOMPSON, Director of Lake Oaks Landing, Inc.

James F. Thompson

by Stacie L Fontenot



Notary Public, State of Texas

Jim Rode
JIM RODE

STATE OF Maryland *

COUNTY OF Baltimore *

This instrument was acknowledged before me on the 21st day October, 2008, by
JIM RODE, Director of Lake Oaks Landing, Inc.

Atty. S. Shapiro

Notary Public, State of Maryland

my commission expires 1-1-2012

James P. Dorn
James P. Dorn

STATE OF TEXAS

COUNTY OF SAN JACINTO

This instrument was acknowledged before me on the 20 day of October,
2008, by JAMES P. DORN, Director of Lake Oaks Landing, Inc.

Theresa L. Rogers
Notary Public, State of Mississippi



Prepared in the law offices of:

After filing return to:

Evans and Kitchens, LLP

Evans and Kitchens, LLP

Lawyers

Lawyers

P. O. Drawer 310

P. O. Drawer 310

Groveton, Texas 75845

Groveton, Texas 75845

(936) 642-1818

FILED FOR
RECORD

2008 OCT 27 AM 9:28

Angelia Steele
COUNTY CLERK
SAN JACINTO COUNTY, TEXAS

STATE OF TEXAS
COUNTY OF SAN JACINTO
I, Angelia Steele, hereby certify that this instrument was FILED in
number sequence on the date and time stamped hereon by me, and was
duly RECORDED, in the OFFICIAL PUBLIC RECORDS of San
Jacinto County, Texas as stamped hereon by me on

OCT 27 2008



ANGELIA STEELE
COUNTY CLERK
SAN JACINTO COUNTY, TEXAS