



PROMULGATED BY THE TEXAS REAL ESTATE COMMISSION (TREC)

11-07-2022

ADDENDUM FOR PROPERTY SUBJECT TO MANDATORY MEMBERSHIP IN A PROPERTY OWNERS ASSOCIATION



(NOT FOR USE WITH CONDOMINIUMS)

ADDENDUM TO CONTRACT CONCERNING THE PROPERTY AT

19327 Aquatic Drive

Humble

(Street Address and City)

Spectrum Association Management 210-494-0659 | Walden Country Club 832.445.2100

(Name of Property Owners Association, (Association) and Phone Number)

A. SUBDIVISION INFORMATION: "Subdivision Information" means: (i) a current copy of the restrictions applying to the subdivision and bylaws and rules of the Association, and (ii) a resale certificate, all of which are described by Section 207.003 of the Texas Property Code.

(Check only one box):

- 1. Within _____ days after the effective date of the contract, Seller shall obtain, pay for, and deliver the Subdivision Information to the Buyer. If Seller delivers the Subdivision Information, Buyer may terminate the contract within 3 days after Buyer receives the Subdivision Information or prior to closing, whichever occurs first, and the earnest money will be refunded to Buyer. If Buyer does not receive the Subdivision Information, Buyer, as Buyer's sole remedy, may terminate the contract at any time prior to closing and the earnest money will be refunded to Buyer.
- 2. Within _____ days after the effective date of the contract, Buyer shall obtain, pay for, and deliver a copy of the Subdivision Information to the Seller. If Buyer obtains the Subdivision Information within the time required, Buyer may terminate the contract within 3 days after Buyer receives the Subdivision Information or prior to closing, whichever occurs first, and the earnest money will be refunded to Buyer. If Buyer, due to factors beyond Buyer's control, is not able to obtain the Subdivision Information within the time required, Buyer may, as Buyer's sole remedy, terminate the contract within 3 days after the time required or prior to closing, whichever occurs first, and the earnest money will be refunded to Buyer.
- 3. Buyer has received and approved the Subdivision Information before signing the contract. Buyer does does not require an updated resale certificate. If Buyer requires an updated resale certificate, Seller, at Buyer's expense, shall deliver it to Buyer within 10 days after receiving payment for the updated resale certificate from Buyer. Buyer may terminate this contract and the earnest money will be refunded to Buyer if Seller fails to deliver the updated resale certificate within the time required.
- 4. Buyer does not require delivery of the Subdivision Information.

The title company or its agent is authorized to act on behalf of the parties to obtain the Subdivision Information ONLY upon receipt of the required fee for the Subdivision Information from the party obligated to pay.

B. MATERIAL CHANGES. If Seller becomes aware of any material changes in the Subdivision Information, Seller shall promptly give notice to Buyer. Buyer may terminate the contract prior to closing by giving written notice to Seller if: (i) any of the Subdivision Information provided was not true; or (ii) any material adverse change in the Subdivision Information occurs prior to closing, and the earnest money will be refunded to Buyer.

C. FEES AND DEPOSITS FOR RESERVES: Buyer shall pay any and all Association fees, deposits, reserves, and other charges associated with the transfer of the Property not to exceed \$ **350.00** and Seller shall pay any excess. This paragraph does not apply to: (i) regular periodic maintenance fees, assessments, or dues (including prepaid items) that are prorated by Paragraph 13, and (ii) costs and fees provided by Paragraphs A and D.

D. AUTHORIZATION: Seller authorizes the Association to release and provide the Subdivision Information and any updated resale certificate if requested by the Buyer, the Title Company, or any broker to this sale. If Buyer does not require the Subdivision Information or an updated resale certificate, and the Title Company requires information from the Association (such as the status of dues, special assessments, violations of covenants and restrictions, and a waiver of any right of first refusal), Buyer Seller shall pay the Title Company the cost of obtaining the information prior to the Title Company ordering the information.

NOTICE TO BUYER REGARDING REPAIRS BY THE ASSOCIATION: The Association may have the sole responsibility to make certain repairs to the Property. If you are concerned about the condition of any part of the Property which the Association is required to repair, you should not sign the contract unless you are satisfied that the Association will make the desired repairs.

Buyer _____

Signed by:
Danny T Nguyen
Seller **Danny T Nguyen**

6/11/2026

Buyer _____

Seller _____



The form of this addendum has been approved by the Texas Real Estate Commission for use only with similarly approved or promulgated forms of contracts. Such approval relates to this contract form only. TREC forms are intended for use only by trained real estate licensees. No representation is made as to the legal validity or adequacy of any provision in any specific transactions. It is not intended for complex transactions. Texas Real Estate Commission, P.O. Box 12188, Austin, TX 78711-2188, (512) 936-3000 (www.trec.texas.gov) TREC No. 36-10. This form replaces TREC No. 36-9.

TREC NO. 36-10

PROMULGATED BY THE TEXAS REAL ESTATE COMMISSION (TREC)



NOTICE TO PURCHASER OF SPECIAL TAXING OR ASSESSMENT DISTRICT



NOTICE: Not for use for Public Improvement Districts (PIDs).

Section 49.453, Texas Water Code, requires each district to make the form of notice containing the information in this form available to the public on the district's website or otherwise. **If available, Seller should use the district's form instead of this form.** If the district does not have the form of notice on its website or does not publish a form of notice, Seller should obtain the information from the district and complete this form with the information from the district.

SELLER'S DISCLOSURE CONCERNING THE PROPERTY AT:

19327 Aquatic Drive

Humble

(Street Address and City)

1. NAME OF SPECIAL DISTRICT: The real property that you are about to purchase is located in the HC MUD 153 and may be subject to district taxes or assessments.

(insert name of district)

2. TAX RATE: The district may, subject to voter approval, impose taxes and issue bonds. The district may impose an unlimited rate of tax in payment of such bonds. (Check only one box)

The current rate of the district property tax is .47 on each \$100 of assessed valuation.

(insert current property tax rate)

The district has not yet imposed taxes. The projected rate of the district property tax is _____ on each \$100 of assessed valuation.

(insert projected property tax rate)

3. ASSESSMENTS: The district may impose assessments and issue bonds and impose an assessment in payment of such bonds. (Check only one box)

The rate of the district assessment is \$0.47 on each \$100 of assessed valuation.

(insert current assessment amount)

The amount of the district assessment on the real property that you are about to purchase is _____.

(insert current assessment amount)

The district has not yet imposed an assessment, but the projected rate amount of the assessment is _____.

(insert projected assessment rate or amount)

4. BONDS:

A. The total amounts of bonds payable wholly or partly from property taxes assessments (excluding refunding bonds that are separately approved by the voters excluding any bonds or any portions of bonds issued that are payable solely from revenues received or expected to be received under a contract with a governmental entity) approved by the voters are:

(1) \$ 40,805,000.00 for water, sewer, and drainage facilities;

(insert amount)

(2) \$ _____ for road facilities;

(insert amount)

(3) \$ _____ for parks and recreational facilities; and

(insert amount)

(4) \$ _____ for _____.

(insert amount)

(insert description of additional facilities, as applicable)

B. The aggregate initial principal amounts of all such bonds issued are:

(1) \$ 70,070,000.00 for water, sewer, and drainage facilities;

(insert amount)

(2) \$ _____ for road facilities;

(insert amount)

(3) \$ _____ for parks and recreational facilities; and

(insert amount)

(4) \$ _____ for _____.

(insert amount)

(insert description of additional facilities, as applicable)

Initialed for identification by Buyer _____ and Seller DtN

TREC No.59-0
TXR 1420

Notice to Purchaser of Special Taxing or Assessment District Concerning

19327 Aquatic Drive, Humble, TX 77346

(Address of Property)

5. STANDBY FEES: The district sought and obtained approval of the Texas Commission on Environmental Quality to adopt and impose a standby fee. The amount of the standby fee is \$ n/a .
(insert amount of standby fee)

An unpaid standby fee is a personal obligation of the person that owned the property at the time of imposition and is secured by a lien on the property. Any person may request a certificate from the district stating the amount, if any, of unpaid standby fees on a tract of property in the district.

6. LOCATION: (Check only one box, if applicable)

The district is located wholly or partly in the extraterritorial jurisdiction of the City of _____ . Texas law governs the ability of a municipality to annex property in _____ .
(insert name of municipality)
the municipality's extraterritorial jurisdiction and whether a district that is annexed by the municipality is dissolved.

The district is located wholly or partly within the corporate boundaries of the City of Houston . The municipality and the district overlap, but may not provide duplicate services or improvements. Property located in the municipality and the district is subject to taxation by the municipality and the district.
(insert name of municipality)

7. STRATEGIC PARTNERSHIP AGREEMENT: (Check box and complete, if applicable)

The district has entered into a strategic partnership agreement with the City of _____ . This agreement may address the timeframe, process, and procedures for the municipal annexation of the area of the district located in the municipality's extraterritorial jurisdiction.
(insert name of municipality)

8. PURPOSE: The purpose of the district is to provide the following facilities or services: (Check applicable boxes) water sewer drainage flood control firefighting road parks and recreational _____ . The cost of district facilities is not included in the purchase price of your property.
(insert other types of facilities or services, as applicable)

PURCHASER IS ADVISED THAT THE INFORMATION SHOWN ON THIS FORM IS SUBJECT TO CHANGE BY THE DISTRICT AT ANY TIME. THE DISTRICT ANNUALLY ESTABLISHES TAX RATES. PURCHASER IS ADVISED TO CONTACT THE DISTRICT TO DETERMINE THE STATUS OF ANY CURRENT OR PROPOSED CHANGES TO THE INFORMATION SHOWN ON THE FORM.

Signed by: _____ 6/11/2026
Danny T Nguyen
Signature of Seller Date Signature of Seller Date
Danny T Nguyen

The undersigned purchaser hereby acknowledges receipt of the foregoing notice at or before the execution of a binding contract for the purchase of the real property or at closing of purchase of the real property.

Signature of Buyer Date Signature of Buyer Date



This form has been approved by the Texas Real Estate Commission for use with similarly approved or promulgated contract forms. Such approval relates to this form only. No representation is made as to the legal validity or adequacy of any provision in any specific transactions. Texas Real Estate Commission, P.O. Box 12188, Austin, TX 78711-2188, (512) 936-3000 (<http://www.trec.texas.gov>) TREC No. 59-0.

TREC No.59-0
TXR 1420



ENVIRONMENTAL ASSESSMENT, THREATENED OR ENDANGERED SPECIES, AND WETLANDS ADDENDUM

TO CONTRACT CONCERNING THE PROPERTY AT

19327 Aquatic Drive, Humble, TX 77346

(Address of Property)

- A. ENVIRONMENTAL ASSESSMENT: Buyer, at Buyer's expense, may obtain an environmental assessment report prepared by an environmental specialist.
- B. THREATENED OR ENDANGERED SPECIES: Buyer, at Buyer's expense, may obtain a report from a natural resources professional to determine if there are any threatened or endangered species or their habitats as defined by the Texas Parks and Wildlife Department or the U.S. Fish and Wildlife Service.
- C. WETLANDS: Buyer, at Buyer's expense, may obtain a report from an environmental specialist to determine if there are wetlands, as defined by federal or state law or regulation.

Within 10 days after the effective date of the contract, Buyer may terminate the contract by furnishing Seller a copy of any report noted above that adversely affects the use of the Property and a notice of termination of the contract. Upon termination, the earnest money will be refunded to Buyer.

Buyer

Signed by:
Danny T Nguyen
Seller
ID: 32DD7409...
Danny T Nguyen

6/11/2026

Buyer

Seller

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**DISCLOSURE TO BUYER ON FEES RELATED TO ALL
WALDEN ON LAKE HOUSTON HOMEOWNERS**

RE/MAX Associates Northeast wishes to disclose to all potential buyers of property located in Walden on Lake Houston that there are mandatory dues and fees related to the Walden on Lake Houston Country Club, as well as the homeowners association. The following is a breakdown of those fees:

1. Approximately \$104.00 plus tax monthly Social/Athletic Membership to Walden on Lake Houston Country Club. This may be charged per each Harris County Appraisal District Tax if multiple lots are involved. Call the Walden County Club to verify 832-445-2100
2. \$375.00 per lot annual homeowner's association dues to Walden Community Services Association- due in January of each year.
3. At the time of closing a transfer fee of \$200.00 to put the HOA records into the new owners name and a transfer fee of \$125.00 from Walden on Lake Houston Country Club to put the new Country Club records into new owners name for a total of \$325.00 These charges can be collected per lot if multiple lots are involved in the sale of a property.
4. Two months of advanced county club dues will be collected from the new owners at time of closing.

BUYER

BUYER

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SUPPLEMENTAL DECLARATION OF
COVENANTS, CONDITIONS, AND RESTRICTIONS FOR
WALDEN ON LAKE HOUSTON, PHASE V, CHAMPIONS VILLAGE

(E) | ✓

This Supplemental Declaration of Covenants, Conditions, and Restrictions for Walden on Lake Houston, Phase V, Champions Village, is made this 16th day of May, 1984, by Walden on Lake Houston, a Texas general partnership, (hereinafter referred to as "Declarant");

W I T N E S S E T H

2/ W

Declarant is the owner of Walden on Lake Houston, Phase V, Champions Village a subdivision in Harris County, Texas, according to the plat recorded in Volume 324, Page 72, of the Map Records of Harris County, Texas. Declarant has, prior to time of recordation of the Supplemental Declaration, recorded a "Declaration of Covenants, Conditions, and Restrictions for Walden on Lake Houston" in the Office of the County Clerk of Harris County, Texas, under County Clerk's File No. H484912 in the Official Real Property Records of Harris County, Texas ("Master Declaration"). By recordation of this Supplemental Declaration, Declarant intends and desires to submit the property in Champions Village as shown on the aforesaid plat to the terms of the aforesaid Master Declaration and, in addition, to the terms of this Supplemental Declaration as a phase of the development known as Walden on Lake Houston.

In accordance with the terms of the Master Declaration, Declarant has the right and power to annex all the property described herein on the aforesaid plat to such Master Declaration. As provided in the Master Declaration, such annexation of property may specify such use restrictions and other covenants, conditions, and restrictions to be applicable to the annexed property as Declarant may, in its own discretion, determine.

NOW THEREFORE, Declarant hereby declares that all the property described in the aforesaid plat, which property has either already been subjected to the Master Declaration or is part of the "Additional Property", as described in Article VI of the Master Declaration, is hereby subjected to all the terms, provisions, covenants, restrictions, easements, and conditions of the Master Declaration and, furthermore, is hereby subjected to this Supplemental Declaration and, as such, this Supplemental Declaration is an Amendment to the Master Declaration, adopted by the Declarant without a membership vote, for the purpose of annexing property to the community known as WALDEN ON LAKE HOUSTON, all as provided for under the terms of the aforesaid Master Declaration. The following easements, restrictions, covenants, and conditions (and those as contained in the Master Declaration) shall run with the real property submitted to this Supplemental Declaration and shall be binding on all parties having any right, title, or interest in the described property or any parts thereof, their heirs, successors, successors in title, and assigns, and shall inure to the benefit of each owner thereof and of each owner within the Walden on Lake Houston Community. The terms hereof shall be supplemental to the terms of the aforesaid "Master Declaration"; in the event of any inconsistency, the terms of the Master Declaration shall control.

ARTICLE I
Definitions

Section 1. "Golf Course" shall mean the Golf Course that is administered by the Walden on Lake Houston Golf and Country Club.

Section 2. "Golf Course Lot" shall mean a Lot which abuts the Golf Course.

Section 3. "Interior Lot" shall mean a Lot which does not abut the Golf Course or Lake Houston.

Section 4. "Master Declaration" shall mean the Declaration of Covenants, Conditions, and Restrictions for Walden on Lake Houston as recorded in the Office of the County Clerk of Harris County, Texas, under County Clerk's File No. H484912 in the Official Real Property Records of Harris County, Texas.

Section 5. "Subdivision Plat" shall mean and refer to the map or plat of Walden on Lake Houston, Phase V, Champions Village recorded in Volume 324, Page 72 of the Map Records of Harris County, Texas.

Section 6. "Waterfront Lot" shall mean a Lot which abuts Lake Houston.

Section 7. "Residential Lots" shall mean and refer to those lots restricted hereby to use for single family residential dwellings only. All lots in Walden on Lake Houston, Phase V, Champions Village are "Residential Lots".

Other than as referred to above, the words used in this Supplemental Declaration shall have the same meaning as set forth in the Master Declaration.

ARTICLE II
Use Restrictions

Section 1. Land Use and Building Type.

A. Residential Lots. No structure shall be erected, altered, placed or permitted to remain on any Lot other than one (1) single family dwelling, a detached or an attached garage or carport for not less than two (2) nor more than four (4) cars. Such garage or carport shall be constructed at the same time that the dwelling is constructed, and occupancy of the dwelling shall not be authorized until the garage or carport is complete. The dwelling shall not exceed a height of thirty-five (35) feet. A detached garage or carport shall not exceed two (2) story in height. Bona fide servants quarters which structures shall not exceed the main dwelling in height or number of stories and this structure may be occupied only by a member of the family occupying the main residence on the building site or by domestic servants employed on the premises. The garage or carport must be connected to the street by a driveway of concrete or such other material as approved by the New Construction Review Board or Modifications Committee.

B. Residential Nature of Improvements. No Lot may be used for an Apartment Building, duplex houses, garage apartments, or apartment houses, and no Lot shall be used for business or professional purposes of any kind, nor for any commercial or manufacturing purposes, except that a single family Residential Unit, in accordance with the terms hereof, may be constructed on any Lot for the purpose of renting the same for residential occupancy only. No building of any kind or character shall ever be moved onto any Lot within this Phase without the written permission of the New Construction Review Board or the Modifications Committee, as further specified in the Master Declaration.

Section 2. Architectural Control. No building shall be erected, placed or altered on any Lot until the construction plans and specifications and a plot plan showing the location of the structure thereon have been approved in accordance with the Master Declaration.

Section 3. Dwelling Size Residential Lots. The minimum square footage of the total living area of the main residential structure on any Residential Lot, exclusive of open porches, garages, and/or carports, and servants quarters, shall be as listed below:

Block 29	lots 21-51	inclusive	2200	Sq. Ft.
" 29	" 52	inclusive	1800	"
" 29	" 53-98	inclusive	2200	"
" 29	" 99-121	inclusive	1600	"
Block 32	" 24-30	inclusive	2200	"
" 32	" 31	inclusive	1800	"
" 32	" 32-59	inclusive	2200	"
Block 33	" 60-69	inclusive	1600	"
Block 48	" 1-8	inclusive	1600	"
" 48	" 9-14	inclusive	1800	"
" 48	" 15-16	inclusive	1600	"
" 48	" 17-18	inclusive	1800	"
" 48	" 19-41	inclusive	1600	"
Block 49	" 1-39	inclusive	1800	"
Block 50	" 1-37	inclusive	1800	"
Block 51	" 1-41	inclusive	1800	"
Block 52	" 1-72	inclusive	1800	"
Block 53	" 1-39	inclusive	1800	"
Block 54	" 1-35	inclusive	1800	"
Block 55	" 1-52	inclusive	1800	"

Section 4. Type of Construction, Materials, and Landscape.

A. No residence shall have less than twenty five percent (25%) masonry construction or its equivalent on its exterior wall area, unless approved in writing by the New Construction Review Board or Modifications Committee, except that detached garages may have wood siding of a type and design approved by the New Construction Review Board or Modifications Committee.

B. No external roofing material other than wood shingles, built up tar or asphalt shingles which are no lighter than 300 pounds per square and which are applied in accordance with the manufacturers specifications, clay or concrete tile shall be used on any building in any part of the properties without the written approval of the New Construction Review Board or Modifications Committee.

C. No window or wall type air conditioners shall be permitted to be used, erected, placed or maintained on or in any building or structure in any part of this Phase.

D. Each kitchen in each dwelling or servants' or living quarters situated on any Lot shall be equipped with a garbage disposal unit and garbage compactor unit which garbage disposal and garbage compactor units shall at all times be kept in a serviceable condition.

E. Before work on any landscaping shall be commenced in the front of any newly constructed dwelling, the landscape layout and plans shall have been first approved by the New Construction Review Board or Modifications Committee. Such landscaping is to be done in the front of the lot within three (3) months from date of occupancy of the dwelling.

F. All roof ventilations (other than ridge ventilators) shall be located to the rear of the roof ridge line and/or gable of any structure and shall not extend above the highest point of such structure, so as not to be visible from any public street. The New Construction Review Board or Modifications Committee shall have the right to approve exceptions to the foregoing in cases where energy conservation and heating/cooling efficiency require ventilators that, because of a particular roof design, cannot be hidden from public view.

Section 5. Building Location on Interior and Golf Course Lots. No building shall be located on any Lot nearer to the front Lot line or nearer to the side street Lot line than the minimum building setback lines shown on the recorded plat applicable to this Phase, nor nearer than five (5) feet from an interior side Lot line. No dwelling may be located closer than fifteen (15) feet to the rear property line on Interior Lots, however, a garage or other permitted accessory building may be located no closer than eight (8) feet from the rear Lot line on Interior Lots. Detached garages may be located no closer than three (3) feet from the side lot line. No dwelling or garage may be located closer than fifteen (15) feet to the rear Lot line on Golf Course Lots. For the purpose of these restrictions, eaves, & steps shall not be considered as a part of the building, provided, however, that this shall not be construed to permit any portion of a building on any Lot to encroach upon another Lot or upon a utility easement dedicated by Subdivision Plat or other recorded document. For the purpose of these restrictions, the front of each Lot shall coincide with and be the property line having the smallest or shortest dimension abutting a street.

Section 6. Electric Distribution System.

Declarants do hereby require that individual underground electrical service drops be installed to each dwelling. The Owners of each dwelling will therefore comply with the Houston Lighting & Power Company's policy regarding such underground service installations, and the Owners do hereby agree to pay any charges which might be incurred for the installation of the underground service as set forth in the Company policy. The Houston Lighting and Power Company's policy is subject to change from time to time without notice.

The Owners shall ascertain the location of said service drops and keep the area over the route of said service drops free of excavations and clear of structures, trees and other obstructions; and the Houston Lighting and Power Company may install, maintain, repair, replace and remove said underground service drops, and open the ground for any such purpose or purposes; and no payment will be due or made by any utility for such use or activity.

Declarant hereby reserves upon, across and over each Lot an easement and license along the perimeter boundaries of each Lot, to the width of five (5) feet measured from each boundary of each Lot, protruding from each boundary into the interior portion of each Lot, for the purpose of erection, construction,

maintenance, repair, and the continuous placement of an electrical lighting system throughout the community. This reserved easement and license is expressly reserved on behalf of and for the benefit of Declarant and any public utility company, including, but not limited to, Houston Lighting and Power Company. This reserved easement and license includes the express right of Declarant and such public utility company to clear, grade, and remove such obstructions, including, but not limited to, trees, brush, and other landscaping, as Declarant or the public utility company may deem necessary in order to effectuate the construction, erection, maintenance, and continuous placement of the electrical lighting system hereby contemplated. Declarant further reserves hereunder, unto itself and to any such public utility company, the express right to enter upon any Lot for the purpose of construction, installation, maintenance, repair, and continuous placement of the electrical lighting system contemplated hereunder, and such shall not be deemed to be a trespass in any respects to the rights of the Owner of the Lot. Together with this right of Declarant and the public utility company, the express right to remove, at the discretion of Declarant and the public utility company, obstructions as might exist within the area designated above is reserved. Each Owner, by acceptance of a deed to a Lot in the community does acknowledge the existence of this reserved easement, license, and the rights hereunder created, such easement and license and rights being for the express benefit of each other Lot in the community. Neither Declarant or any public utility company acting under the easement, license, or rights referred to herein shall be liable for any damages done by them or their assigns, agents, or employees, or servants to any fences, shrubbery, trees, flowers, or any other property of the Lot Owner situated on the property by this easement and license.

Section 7. Natural Gas. Entex, Inc. has agreed to provide natural gas service to all Lots in Walden on Lake Houston, Phase V, Champions Village. In the contract in which Entex, Inc. agrees to provide such service, it is provided that each single family house or dwelling unit (therein and herein called "house") completed in Walden on Lake Houston shall utilize, as a minimum, both gas water heating and gas central comfort heating appliances, failing which a "non-utilization charge" in the amount of \$300.00 for each non-utilizing house, must be paid. Accordingly, the Builder/owner or Owner of any house completed in Walden on Lake Houston which does not utilize both gas water heating and gas central comfort heating appliances shall, at the time of the completion of construction of such house, be required to pay to Declarant a \$300.00 non-utilization charge and such charge shall be due immediately upon completion of such house. Such charge, together with interest thereon at the highest rate permitted by applicable law from the date due until paid and all costs of collection, including reasonable attorneys' fees, shall be secured by a vendor's lien for the benefit of Declarant which is hereby retained against each lot in Walden on Lake Houston, Phase V, Champions Village, which lien shall only be extinguished by payment of such sum. Said lien shall be deemed subordinate to the lien or liens of any any bank, insurance company or other institutional lender, which hereafter lends money for the purchase of any property in Walden on Lake Houston, Phase V, Champions Village and/or for the construction (including improvements) and/or permanent financing of improvements on any such property provided, however, that said lien shall not

be extinguished by any foreclosure sale or other extinguishment of a senior lien but shall remain in full force and effect until paid, and shall be enforceable by Declarant through appropriate proceedings at law.

Section 8. Walls, Fences, Hedges, Piers and Bulkheading. No walls or fences shall be erected or maintained nearer to the front of any Lot than the front building line as shown on the recorded plat applicable to the Phase. The rear yards of Golf Course lots may not be fenced unless such fence is used to enclose a small patio which is an integral part of the dwelling. All walls and fences on any Lot must be six (6) feet tall unless approved by the New Construction Review Board or Modifications Committee and must be of ornamental iron, wood or masonry construction. No fence may be installed which will impede the natural flow of water across the lot. All fences must be approved by the New Construction Review Board or Modifications Committee as further specified in the Master Declaration.

Ownership of any wall, fence or hedge erected as a protective screening on a Lot and any bulkheading installed on or for the protection of a Lot shall pass with title to the Lot, and it shall be the Owner's responsibility to maintain said protective screening or bulkheading thereafter. In the event of default on the part of the Owner or occupant of any Lot in maintaining said protective screening or bulkheading and such failure continuing after ten (10) days written notice thereof, the Association, at its option, without liability to the Owner or occupant in trespass or otherwise, may, in its discretion, enter upon said Lot and cause said protective screening or bulkheading to be repaired or maintained or do any other thing necessary to secure compliance with these restrictions, so as to place said protective screening or bulkheading in a satisfactory condition and may charge the Owner or occupant of such Lot for the cost of such work. The Owner or occupant, as the case may be, agrees by the purchase or occupancy of the property to pay such statement immediately upon receipt thereof, and all such payments by the Association shall, likewise, be secured by a vendor's lien for the benefit of the Association in the same manner as the non-utilization fee payable in accordance with Section 10 of this Article.

No pier, boat lift, ramp, or any other structure that projects into the water shall be constructed on any Lot without written approval of the New Construction Review Board or Modifications Committee, provided, the Committee will not have the right or power to approve any plans for a "home-made" type deck such as one floating on barrels and no such deck shall be permitted on the properties. Should the Committee grant permission for a floating deck or ramp, the Owner thereof agrees to maintain and keep it in a sightly manner, free of litter, fishing poles, buckets, and etc. The above structures are also subject to the approval of the City of Houston.

No bulkheading shall be permitted on any Waterfront Lot except by written consent of the New Construction Review Board or Modifications Committee and the City of Houston. No "home-made" type bulkheading will be allowed. Should permission for the construction of bulkheading be given, the Owner agrees to maintain the bulkheading and to keep it in a sightly manner. Request and permission shall be given in writing. Request must be in writing and must be accompanied with complete plans and specifications.

Section 9. Lot Maintenance. The Owners or occupants of all Lots shall at all times keep all weeds and grass thereon cut in a sanitary, healthful and attractive

manner. Within three (3) months after occupancy of the dwelling, the Owner shall cause the front yard of the Lot to be sprigged with St. Augustine, Bermuda or an equal grass from the front of the dwelling to the curb of the street in front of the residence and, thereafter, must properly maintain such planting at all times.

Owners of Golf Course Lots may not grow, nor permit to grow in the area of such Lots adjacent to the Golf Course varieties of grasses or other vegetation which, in the opinion of the Golf and Country Club or Golf Course Greenskeeper, is inimical to Golf Course grasses or vegetation. Such Owners may, however, with the prior approval of the Golf and Country Club or Greenskeeper, install barriers which will prevent the spread of otherwise prohibited grasses and vegetation adjacent to the Golf Course. In no event shall any Lot be used for storage of materials and equipment, except for normal residential requirements or incident to construction of improvements thereon as herein permitted. Furthermore, in no event shall any Lot Owner or occupant permit the accumulation of garbage, trash, or rubbish of any kind on his or her Lot, and an Owner or occupant shall not burn anything on his or her Lot.

The drying of clothes in full public view is prohibited and the Owners or occupants of any corner Lots or Lots adjacent to parks, playgrounds, Golf Course or other facilities where the rear yard or other portion of the Lot is visible to full public view shall construct and maintain a drying yard or other suitable enclosure to screen the following from public view: the drying of clothes, yard equipment, wood piles or storage piles which are incident to the normal residential requirements of a typical family. In the event of default on the part of the Owner or occupant of any Lot in observing the above requirements or any of them such default continuing after ten (10) days written notice given by the Association, the Association may, at its option, without liability to the Owner or occupant in trespass or otherwise enter upon said Lot and cause to be cut weeds and grass and remove or cause to be removed such garbage, trash and rubbish or do any thing necessary to secure compliance with these restrictions so as to place said Lot in a neat, attractive, healthful and sanitary condition and may charge the Owner or occupant of such Lot for the cost of such work. The Owner or occupant, as the case may be, agrees by the purchase or occupancy of the property to pay such statement immediately upon receipt thereof, and such payments made by the Association shall be secured by a vendor's lien for the benefit of the Association in the same manner as the non-utilization fee payable in accordance with Section 10 of this Article.

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

Section 10. Septic Tanks. The installation of a septic tank is expressly prohibited unless approved by the New Construction Review Board or Modifications Committee, the Harris County Health Unit and all governmental agencies or authorities having jurisdiction.

Section 11. Concrete Curbs. Concrete curbs that are chipped, cracked and/or broken on the street front or street side of all lots are to be repaired or

replaced by the Builder/Owner or Owner of the dwelling on each Lot prior to occupancy of the dwelling on said Lots. Chipped curbs may be repaired with an "epoxy grout" mixture. Where several chipped curbs appear in the same areas, the entire section of curb (i.e. driveway to driveway) must be overlaid with the "epoxy grout" mixture. Cracked or broken curbs shall be saw-cut on both sides of the crack or break, the cracked or broken area removed, reformed and poured (using five (5) sack concrete mix) to match existing curb.

Article III

Utility Stand-By Charge

Section 1. In General. Each Lot is hereby subjected to a "stand-by charge" in the amount of Seventy-Two (\$72.00) Dollars per year, for the benefit of Harris County Municipal Utility District Number 153 (HC MUD No. 153) created to furnish water and sewer service to the Phase. Such charge shall be due and payable on the first day of the first month after the date upon which such entity or its representatives notifies the respective Lot Owner that water and sewer service is available at the Lot line of the Lots then subject to such charge, such amount to be payable at the option of the party collecting the same either annually in advance or in monthly installments of Six (\$6.00) Dollars each, due and payable the first day of each month and ending on the first day of the month preceding the date which water and sewer use charges become due and payable for water and sewer service supplied to such Lots.

Section 2. Lien Right. To secure payment of such "stand-by charge" established hereby, a lien upon each Lot is hereby granted to HC MUD No. 153, the entity collecting the charge imposed hereby, subject to the conditions set out and determined in Section 3 below. Such lien shall be enforceable through appropriate proceedings in law by such beneficiary; provided, however, each such lien shall be second, subordinate, and inferior to all liens, present and future, given, granted, and created by or at the instance and request of the owner of any such Lots to secure the payment of monies advanced or to be advanced on account of the purchase price and/or the improvement of any such Lot; and further provided that, as a condition precedent to any proceeding to enforce such lien upon any Lot upon which there is an outstanding, valid, and existing recorded first mortgage lien, of which the Harris County Municipal Utility District No. 153 has been informed of by written notice given by the holder thereof, together with a copy of the recorded mortgage instrument, such beneficiary shall give the holder of such first mortgage lien sixty (60) days written notice of such proposed action. Such notice which shall be sent to the nearest office of the such first mortgage holder by prepaid U.S. Registered or Certified mail, shall contain the statement of delinquency stand-by charges upon which the proposed action is based. Upon the request of any such first mortgage lien holder, such beneficiary will acknowledge, in writing, its obligation to give the foreclosing notice of such holder with respect to the particular property covered by such first mortgage lien. The lien referred to herein shall be deemed to have been reserved in favor of the appropriate beneficiary in any deed or contract for sale of land to any Lot or any part thereof, whether or not the same shall be specifically reserved therein.

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Section 3. Default by Purchaser. It is specifically stated and agreed that any Lot sold to persons or entities by the Declarant by contract for deed or by deed with Vendors Lien secured by note and Deed of Trust, or by other instrument and the purchaser defaults in the contract or note payments in any manner and said Lot is repossessed, foreclosed, or such contract cancelled by Declarant, its successors or assigns, HC MUD No. 153 will release its right to collect the past due "stand-by charges", assessments, and penalties on such lots from the Declarant. Nothing herein contained shall relieve the purchaser in default from whom the Lot was repossessed from his obligation to pay such delinquent charges, assessments, and penalties to HC MUD No. 153.

Article IV
Approval Of Lienholder

Gibraltar Savings Association, chartered under the laws of the State of Texas, the holder of a lien on Walden on Lake Houston, Phase V, Champions Village, a subdivision in Harris County, Texas, joins in the execution hereof to evidence its consent hereto, and hereby subordinates its lien or liens to the provisions hereof.

Executed this 15th day of May, 1984, A.D.

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DECLARANT: WALDEN ON LAKE HOUSTON
a Texas General Partnership

BY: J. H. Deutser
JERRY H. DEUTSER, Partner

BY: S. Conrad Weil, Jr.
S. CONRAD WEIL, JR. Partner

STATE OF TEXAS §
§
COUNTY OF HARRIS §

BEFORE ME, the undersigned authority, on this day personally appeared JERRY H. DEUTSER and S. CONRAD WEIL, JR., known to me to be the persons whose names are subscribed to the foregoing instrument and acknowledged to me that they executed the same for the purposes and consideration therein expressed and in the capacity therein stated.

GIVEN under my hand and seal of office on this the 15th day of May, 1984.

Debbie Schell
NOTARY PUBLIC In and for the
State of Texas
My Commission Expires: 4/11/87
DEBBIE SCHELL

