

6-18-15
Annotated

EXHIBIT "A"

ADDITIONAL USE RESTRICTIONS FOR

WALDEN ON LAKE CONROE

SECTION SEVEN-A

SECTION A-1. Definitions.

(a) "Interior Lot" shall mean a Lot other than a Waterfront Lot or an "A" Lot.

(b) "Waterfront Lot" shall mean the following Lots: Lots 2 through 23 in Block 1; Lots 30 through 32 in Block 1; and Lots 34 through 36 in Block 1.

(c) "A" Lot shall mean Lots 2A through 23A in Block 1; Lots 30A, 31A, 32A and 34A in Block 1. The rights in connection with an "A" Lot are limited to perpetual easement therein and, in addition to being subject to terms hereof, are subject to a perpetual easement recorded in Volume 897, Page 90 of the Deed Records of Montgomery County, Texas. For the purposes hereof, an "A" Lot and the Waterfront Lot to which it is adjacent shall be considered as a single Lot, save and except that the same shall not be construed to allow any structure to be constructed, altered, placed, or permitted to remain on any "A" Lot.

III 4a SECTION A-2. Building Material. No residences (including garages) shall have less than one hundred (100) percent masonry construction (which can include HardiPlank and other similar cement-based products, but not wood) with at least twenty-five (25) percent of the masonry to be fired brick, natural stone or stucco.

III 1 SECTION A-3. Building Type. Other than on "A" Lots, no structure shall be erected, altered, placed or permitted to remain on any Residential Lot other than one (1) single-family dwelling not to exceed two (2) stories in height, a detached or an attached garage for not less than two (2) nor more than four (4) cars, with detached garages not to exceed one (1) story in height, and bona fide servants quarters which structures shall not exceed the main dwelling in

height or number of stories and which 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. Two (2) story dwellings shall not exceed a height of thirty-five (35) feet. No carport may face on any street on which any Residential Lot fronts. No structure shall be erected, altered, placed, or permitted to remain on any "A" Lot except a boat dock as set out in Section A-8, A-9 or A-10 herein.

III S SECTION A-4. Building Location Details. No building shall be located nearer than five (5) feet to any interior lot line, except that a garage or other permitted accessory building located sixty-five (65) feet or more from the front lot line may be located within three (3) feet of any interior lot line. No main residence building, either in whole or in part, shall be located on any Interior Lot nearer than fifteen (15) feet to the rear lot line. No main residence building or any part thereof shall be located nearer than ten (10) feet to the rear lot line on the following lots: Lots 3 through 14 in Block 1. No main residence building or any part thereof other than a deck as approved by the ACC shall be located nearer than five (5) feet to the rear lot line on the following lots: Lots 15 through 19 in Block 1. No main residence building or any part thereof other than a deck as approved by the ACC shall be located nearer than fifteen (15) feet to the rear lot line on the following lots: Lots 2, 20, 21, 22, 23, 34, 35, and 36 in Block 1. No main residence building or any part thereof shall be located on Lots 30, 31, and 32 in Block 1 without the written approval of its location by the ACC. Unless otherwise approved in writing by the Board of Trustees, each main residence building will face the front of the Lot and each detached garage will face and be located at least sixty-five (65) feet from the front of the Lot on which it is situated and will be provided with the driveway access from the front of the Lot only.

III 3 SECTION A-5. Building Size. The total living area of the main residential structure on any Waterfront Lot, exclusive of open porches, garages, and servants' quarters shall not be less than 2,000 square feet. The total living area of the main residential structure of any Interior Lot, exclusive of open porches, garages and servants quarters, shall not be less than 1,800 square feet. The total living area of the main residential structure of a one and one-half (1-1/2) or a two (2) story dwelling shall not be less than 2,000 square feet.

NEW SECTION A-6. Garage Size. For new or remodeled construction, garages may be attached or detached but shall be for no less than two (2) or more than four (4) cars.

(a) Two (2) car garages must be a minimum of twenty-two (22) feet in width as measured from the inside of sill plate or brick ledge, whichever provides the larger dimension and a minimum depth or length of twenty-two (22) feet as measured from the bottom of garage door to garage side of sill plate of inside wall or exterior wall sill plate or brick ledge.

(b) Three (3) car garages must be a minimum of thirty-four (34) feet in width as measured from the inside of sill plate or brick ledge, whichever provides the larger dimension and a minimum depth or length of twenty-two (22) feet as measured from the bottom of garage door to garage side of sill plate of inside wall or exterior wall sill plate or brick ledge.

(c) Four (4) car garages must be a minimum of forty-six (46) feet in width as measured from the inside of sill plate or brick ledge, whichever provides the larger dimension and a minimum depth or length of twenty-two (22) feet as measured from the bottom of garage door to garage side of sill plate of inside wall or exterior wall sill plate or brick ledge.

(d) Garage doors must be a standard double, eighteen (18) foot roll up, hinged, aluminum, steel or wood door or standard single eight (8) foot roll up, hinged, aluminum, steel or wood door, or a combination of the two.

III 6

SECTION A-7. Minimum Lot Area. No Lot shall be resubdivided without the express written approval of the Board of Trustees, nor shall any building be erected or placed on any Lot having an area of less than 5,000 square feet; provided, however, that nothing contained herein shall be construed to prohibit the resubdivision of any Lot within the Properties if such resubdivision results in each resubdivided Lot containing not less than the minimum Lot area stated above. It being the intention of this restriction that no building plot within the Properties contain less than the minimum area stated above. Each "A" Lot is conveyed in conjunction with the Waterfront Lot to which it is adjacent and neither may be transferred or conveyed independent of the other. In the event the Waterfront Lot to which an "A" Lot is adjacent is resubdivided, the minimum area referred to herein shall refer only to the Waterfront Lot and the "A" Lot adjacent thereto must likewise be resubdivided.

III 13

SECTION A-8. Walls and Fences.

(a) Interior Lots. All fences on Interior Lots must be approved by the ACC in writing. No walls or fences shall be erected or maintained nearer to the front of any Interior Lot than the front building line. All walls and fences on any Interior Lots must be a maximum of six (6) feet in height unless approved in writing by the ACC. Side fences on corner lots shall extend no closer to the street than the side building line. Fences must be of ornamental metal, wood or masonry construction, unless otherwise approved in writing by the ACC. No chain link or wire fences are permitted. A landscaping plan must be submitted for street side fencing.

(b) Waterfront Lots. All fences on Waterfront Lots must be approved by the ACC in writing. No walls or fences shall be erected or maintained nearer to the front lot line of a Waterfront Lot than the front building line. On corner lots, the side fence shall extend no closer to the street than the side building line. The side fences from the front lot line to the rear plane of

NEW
the house must be a maximum of six (6) feet in height unless approved in writing by the ACC. The side fence which extends behind the rear plane of the house must be a maximum of four (4) feet in height and of an open design as not to block views of adjoining properties. All fences behind the rear plane of the house must be black and constructed of ornamental metal; except the ACC may approve other materials that have the finished appearance of ornamental metal.

(c) The Owners of Lots 45 through 54, inclusive in Block 1, shall construct a fence the full length of the rear property line, which is the property line adjacent to Melville Drive. The fence shall be a six (6) foot high solid fence of a design to be furnished by the ACC. The Association shall maintain the fence along the common property lines of Lots 36 and 37 in Block 1 and the Walden Marina property. The Owners of Lots 37 through 45, inclusive, in Block 1, shall build a fence along the rear property line adjacent to the Walden Marina east parking lot property line. The fence shall be a six (6) foot high solid fence of a design to be furnished by the ACC. In the event the fence is not installed by the Owner upon the first to occur of (1) completion of the dwelling or (2) six (6) months after commencement of construction, the Association may, at its option, install the fence, and all costs thereof shall be due and payable to the Association by the Owner of the Lot, upon demand. These fences shall be considered a protective screening.

(d) Any wall or fence erected as a protective screening on a Lot by the Association shall pass ownership with title to the property and it shall be the Owner's responsibility to maintain said protective screening after it is erected. In the event of default on the part of the Owner or occupant of any Lot in maintaining said protective screening and such failure continuing after ten (10) days written notice thereof, the Association may, at its option, without liability to the Owner or Occupant in trespass or otherwise, enter upon said Lot and cause said protective screening to

be repaired or maintained or to do any other thing necessary to secure compliance with this restriction, so as to place said protective screening in a satisfactory condition and may charge the Owner or Occupant of such Lot for the cost of such work. The Owner or Occupant, as the case may be, agrees by the purchase or occupancy of the property to pay such statement immediately upon receipt. If the charge remains unpaid after thirty (30) days, the Association may add the charges to the assessment account of the delinquent Owner and may collect it as it would a delinquent assessment. The charges shall be secured by the Association's lien.

III 13 SECTION A-9. Piers, Boat Lifts or Ramps.

(a) No pier, boat lift, ramp, deck, or any other structure which projects into the water shall be constructed on Lots 19, 19A, 20, 20A, 21A, 22A, 23A, 30A, 31A, 32A, 34, 34A, 35 or 36 in Block 1.

(b) No pier, boat lift, ramp or any other structure which projects into the water shall be constructed on any lot without the approval of the ACC. No pier, boat lift, ramp or any structure may be higher than an elevation of 206 msl. The Committee will only consider plans and proposals presented to it in writing and will immediately reject any plans for a "home-made" type deck such as one floating on barrels. Should the ACC 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 San Jacinto River Authority.

III 13 SECTION A-10. Bulkheading.

(a) No bulkheading shall be constructed on Lots 19, 19A, 20, 20A, 21A, 22A, 23A, 30A, 31A, 32A, 34, 34A, 35 or 36 in Block 1.

(b) No bulkheading shall be permitted on any Waterfront Lot except by written consent of the ACC and the San Jacinto River Authority. No bulkhead may be higher than an elevation of 206 msl. 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.

NEW

SECTION A-11. Additional Rental Restrictions for Waterfront Lots.

(a) Definitions.

1. "**Lease**" and "**Leasing**" shall refer to the regular, exclusive occupancy of a residence on a Waterfront Lot or the Waterfront Lot (hereinafter "**Waterfront Lot and/or residence**") itself by any person other than the Owner, for which the Owner receives any consideration or benefit including, without limitation, a fee, service, or gratuity. "**Rent**," "**rentals**," or "**renting**" shall have the same meaning.

2. "**Waterfront Lot**" shall mean a Lot which abuts Lake Conroe.

(b) Leases of Waterfront Lots Prohibited. Leasing of residences on a Waterfront Lot, or the Waterfront Lot itself, including but not limited to short-term or vacation rentals, temporary housing, transient housing, or for retreat purposes is prohibited.

(c) Leases Approved. However, if the lease or leasing strictly complies with the following terms and conditions, the lease shall be deemed approved without further action by either the Owner or the Board:

1. Written Lease. All leases for any Waterfront Lot and/or residence must be in writing and shall provide that:

(a) such lease is specifically subject to the provisions of this Declaration and all other Governing Documents of the Association;

(b) any failure of the tenant to comply with the terms of the Declaration and all other Governing Documents shall be deemed to be a default under such lease; and

(c) the Owner acknowledges giving to the tenant either copies of the Declaration and all other Governing Documents or the Association's web site address for access to these documents.

2. Notice to Association. Within 10 days of a lease being signed, the Owner of the leased Waterfront Lot and/or residence shall notify the Association of the lease and provide any additional information the Association or Board may reasonably require.
3. Whole House. Any residence that is leased shall be leased only in its entirety; separate rooms, floors, or other areas within a dwelling may not be separately leased. However, the separate leasing of a detached "in-law suite" or detached "guest house" or detached "servants' quarters" may be approved by the Board.
4. One House. The Owner and any other Owners to whom such Owner is related or affiliated shall not individually or collectively lease or offer for lease more than one Waterfront Lot and/or residence at the same time.
5. One Family. It is expressly forbidden to rent or lease an Owner's Waterfront Lot and/or residence to more than one Single-Family.

6. Signs. No signs shall be posted on the Waterfront Lot and/or residence, any other place within the subdivision, Common Area, or on any right-of-way adjacent to the subdivision, advertising the availability of the Waterfront Lot and/or residence for rent or for lease. However, an Owner may post one sign advertising renting or leasing so long as the sign is in compliance with the "Signs" section of this Declaration.
7. Lease Term. The lease shall provide for a minimum initial term of at least 30 days. The Waterfront Lot and/or residence may not be subleased and the lease may not be assigned during the initial 30-day term.
8. Termination. In the event of termination of the lease after the tenant has taken occupancy and prior to the end of the minimum initial term, the Owner may not enter into a new lease with a term commencing prior to the date on which the previous lease would have expired without prior approval of the Board. The Board may grant approval for such a new lease if it determines that the Owner acted in good faith with no intent to circumvent the requirements of this subsection and could not have reasonably anticipated the early termination of the previous lease at the time the previous lease was signed.

(d) Additional Rules. The Board may adopt Rules and Regulations governing leasing and subleasing in accordance with this section on "Additional Rental Restrictions for Waterfront Lots" that are in addition to but consistent with this Section. The Association shall have the right to enforce the Declaration, all other Governing Documents, and any additional Rules and Regulations, against the Owner and the tenants, individually and collectively. This Declaration,

all other Governing Documents, and any additional Rules and Regulations shall apply to the leased property whether or not the Owner gives notice to the tenant of such.

(e) Business. Leasing of a Waterfront Lot and/or residence for residential purposes shall not be considered a “business” within the meaning of the Declaration or any other Governing Documents, provided that the Owner, and any other Owners to whom such Owner is related or with whom such Owner is affiliated, comply with this section on “Additional Rental Restrictions for Waterfront Lots.” This provision shall not preclude an institutional lender from leasing a residence upon taking title following foreclosure of its security interest in the residence or upon acceptance of a deed in lieu of foreclosure. Nor shall this provision preclude the reasonable short-term rental (no more than 30 days) by a seller or buyer pursuant to a legitimate residential sales transaction in order to facilitate such sale.