

6-2675
Annotated

EXHIBIT "A"

ADDITIONAL USE RESTRICTIONS FOR

WALDEN ON LAKE CONROE

SECTION FIFTEEN

SECTION A-1. Definitions.

(a) "Interior Lot" shall mean a Lot which does not abut Lake Conroe.

(b) "Waterfront Lot" shall mean a Lot which abuts Lake Conroe.

I-3 SECTION A-2. Unrestricted Reserves. The Unrestricted Reserves "A", "B", "C", and "D" are not subject to the Declaration of Restrictions for Walden on Lake Conroe, Section Fifteen.

III 4a SECTION A-3. 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-4. Building Type. 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.

III 5 SECTION A-5. 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. 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-6. Building Size. The total living area of the main residential structure on any of the following Lots, exclusive of open porches, garages, and servants' quarters, shall not be less than 2,000 square feet: Lots 372 through 404, Lots 424 through 437, and Lots 465 and 466, all in Block 70. The total living area of the main residential structure on any of the following Lots, exclusive of open porches, garages and servants quarters, shall not be less than 1,800 square feet: Lots 367 through 371, Lots 405 through 423, Lots 438 through 443, and Lots 457 through 464, all in Block 70. The total living area of the main residential structure on any of the following Lots, exclusive of open porches, garages, and servants' quarters, shall not be less than 1,700 square feet: Lots 276 and 277 in Block 68, Lots 198, 199, and 208 through 222, all in Block 69, and Lots 117 through 119, and 146 through 150, all in Block 71. The total living area of the main residential structure of all other Lots exclusive of open porches, garages, and servants' quarters, shall not be less than 1,600 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 1,800 square feet.

NEW SECTION A-7. 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 SECTION A-8. 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 5,500 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.

III 13 SECTION A-9. 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 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) Lots 34 through 53 inclusive in Block 74 and Lots 16 through 33 inclusive in Block 66 shall have a fence the full length of the rear property line, which is the property line adjacent to Walden Road. The fence shall be a six (6) foot high solid fence of vertical one by six (1 x 6) boards, of a design to be furnished by the Walden on Lake Conroe ACC. In the event the fence

is not installed by the Owner upon the first to occur of (i) completion of the dwelling or (ii) 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 Declarants by the Owner of the Lot, upon demand. This fence 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-10. Piers, Boat Lifts or Ramps. No pier, boat lift, ramp or any other structure without the approval of the ACC. No pier, boat lift, ramp or any structure may be higher than an elevation of 203 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-11. Bulkheading. No bulkheading shall be permitted on any Waterfront Lot or "A" Lot except by written consent of the ACC and the San Jacinto River Authority. No bulkhead may be higher than an elevation of 203 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-12. 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.