

EXHIBIT "L"

RESTRICTIONS

MARINA VISTA CONDOMINIUM

THE STATE OF TEXAS X

COUNTY OF MONTGOMERY X

This Declaration, made on the date hereinafter set forth by MARINA VISTA, INC., hereinafter referred to as "Declarant".

W I T N E S S E T H:

WHEREAS, Declarant is the owner of that certain property known as MARINA VISTA CONDOMINIUM, a parcel of land lying in Montgomery County, Texas, and described as follows, to-wit:

Being 3.11367 acres of land out of and a part of the John Cronkight Survey, Abstract No. 11, Montgomery County, Texas and being more fully described by metes and bounds as Tract A and Tract B as follows:

Tract A:

BEGINNING at a point for the intersection of the east boundary line of Walden on Lake Conroe, Section Seven as recorded in Volume 11, Page 17 and 18 of the Map Records of Montgomery County and the north right-of-way of Melville Drive, 60 feet wide, Walden on Lake Conroe, Section One, as recorded in Volume 10, Page 16 of the Map Records of Montgomery County,

THENCE N 23°56'40" W along said east line of Section Seven, 172.17 feet to a point for a corner,

THENCE N 00°31'13" W continuing along said east line, 201.68 feet to a point for a corner, said point lying on the 201 foot contour line as set by the San Jacinto River Authority,

THENCE along said 201 foot contour line N 54°09'14" E, 13.86 feet to a point for a corner,

THENCE continuing along said 201 foot contour line N 18°25'18" E, 232.44 feet to a point for a corner,

THENCE continuing along said contour line N 11°56'33" E, 177.75 feet to a point for a corner,

THENCE S 20°50'05" E, 197.63 feet to a point for a corner, said point lying on the northwest line of a lift station site,

THENCE along said northwest line S 18°25'18" W, 81.22 feet to a point for a corner, said point being the most westerly corner of said lift station site,

THENCE along the south line of said lift station site N 69°09'55" E, 51.40 feet to a point for a corner,

THENCE S 20°50'05" E, 159.93 feet to a point for a corner,

THENCE N 69°09'55" E, 16.50 feet to a point for a corner, said point lying on the westerly right-of-way line of a 50 foot wide Sinclair (ARCO) Pipeline Company easement recorded in Volume 789, Page 604 of the Montgomery County Deed Records,

THENCE S 20°50'05" E along said westerly right-of-way line, 175.07 feet to a point for a corner, said point lying on the north right-of-way line of aforementioned Melville Drive,

THENCE along said north right-of-way line S 52°43'14" W, 348.12 feet to the point of beginning,

SAVE AND EXCEPT the following described land out of Tract A:

BEGINNING at the most northerly corner of the aforesaid Tract A, for the beginning corner of said tract.

THENCE S. 11°-56'-33" W. with the westerly line of Marina Vista condominiums a distance of 82.14' to a point for corner.

THENCE N. 53°-15'-23" E. a distance of 46.23' to a point for corner, being in the easterly line of Marina Vista condominiums tract.

THENCE N. 20°-50'-05" W. with the easterly line of Marina Vista condominiums a distance of 56.39' to the point of beginning of the herein described tract, containing 1253.85 sq. feet.

Tract B:

FROM the most northerly corner of aforesaid Tract A, run S. 11°-56'-33" W. with the westerly line of said Tract A a distance of 82.14' to the point of beginning of the herein described tract, which bears N. 78°-03'-27" W. a distance of 6.56' from the northwest corner of building "F" located on said Tract A.

THENCE S. 16°-32'-04" W. a distance of 327.62' to a point for corner, being a corner on the westerly line of said Tract A.

THENCE N. 18°-25'-18" E. with the westerly line of said Tract A a distance of 232.44' for corner.

THENCE N. 11°-56'-33" E. with the westerly line of said Tract A a distance of 95.61' to the point of beginning of the herein described tract, containing 1253.82 sq. feet.

WHEREAS, it is the desire of Declarant to place certain restrictions, covenants, conditions, stipulations and reservations upon and against such property in order to establish a uniform plan for the development, improvement and sale of such property, and to insure the preservation of such uniform plan for the benefit of both the present and future owners of units within such parcel of land:

NOW, THEREFORE, Declarant hereby adopts, establishes and imposes upon MARINA VISTA CONDOMINIUM and declares the following reservations, easements, restrictions, covenants and conditions applicable thereto, all of which are for the purpose of enhancing and protecting the value, desirability and attractiveness of the land, which reservations, easements, covenants, restrictions and conditions shall run with the land and shall be binding upon all parties having or acquiring any right, title or interest therein, or any part thereof, and shall inure to the benefit of each owner thereof.

#### ARTICLE I

##### Definitions

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Section 1. "Association" shall mean and refer to the Walden on Lake Conroe Community Improvement Association, its successors and assigns, provided for in Article V hereof.

Section 2. "Property" shall mean and refer to MARINA VISTA CONDOMINIUM and any additional property made subject to the terms hereof pursuant to the provisions set forth herein.

Section 3. "Apartment unit" shall mean and refer to an enclosed space consisting of one or more rooms occupying all or part of a floor in a building of one or more floors or stories, provided it has a direct exit to a thoroughfare or to a given common space leading to a thoroughfare.

Section 4. "Owner" shall mean and refer to the record owner, whether one or more persons or entities, of fee simple title to any apartment unit which is a part of the property, but in the event of the execution of a contract for sale covering any apartment unit, the "owner" shall be the purchaser named in the contract, but excluding those having such interest merely as a security for the performance of an obligation and those having only an interest in the mineral estate.

Section 5. "Plat" shall mean and refer to the map or plat of MARINA VISTA CONDOMINIUM attached to the Condominium Declaration for MARINA VISTA CONDOMINIUM, which Declaration and map or plat shall be recorded in the Condominium Records of Montgomery County, Texas.

Section 6. "Condominium project" shall mean and refer to a real estate condominium project; a plan or project whereby four (4) or more apartments, rooms, office spaces or other units in existing or proposed buildings or structures are offered or proposed to be offered for sale.

Section 7. "Condominium" shall mean and refer to the separate ownership of single units or apartments in a multiple-unit structure or structures with common elements.

Section 8. "Architectural Control Committee" shall mean and refer to Architectural Control Committee provided for in Article IV hereof.

## ARTICLE II

### Reservations, Exceptions and Dedications

Section 1. The plat dedicates for use as such, subject to the limitations set forth therein, the easements shown thereon and such plat further establishes certain restrictions applicable to the property. All dedications, limitations, restrictions and reservations shown on the plat are incorporated herein and made a part hereof as if fully set forth herein, and shall be construed as being adopted in each deed or conveyance executed or to be executed by or on behalf of Declarant conveying said property or any part thereof, whether specifically referred to therein or not.

Section 2. Declarant reserves the easements and rights-of-way as shown on the plat for the purpose of constructing, maintaining and repairing a system or systems of electric lighting, electric power, telegraph or telephone line or lines, gas, sewers or any other utility Declarant sees fit to install in, across and/or under the property.

Section 3. Declarant reserves the right to make changes in and additions to the above easements for the purpose of most efficiently and economically installing the improvements.

Section 4. Declarant reserves the right, during installation of concrete paving, of the streets, if any, parking lots or sidewalks as shown on the plat, to enter onto the property for the purpose of disposing of street excavation, including the removal of any trees, if necessary, whether or not the property has been conveyed to and/or contracted for to any other owner or owners.

Section 5. Neither Declarant nor any utility company using the easements herein referred to shall be liable for any damages done by them or their assigns, their agents, employees or servants, to fences, shrubbery, trees or flowers or any other property of the owner situated on the land covered by said easements.

Section 6. It is expressly agreed and understood that the title conveyed by Declarant to any apartment unit within the property by contract, deed or other conveyance shall be subject to any easement affecting same for roadways or drainage,

water, gas, sewer, storm sewer, electric light, electric power, telegraph or telephone purposes and shall convey no interest in any pipes, lines, poles or conduits, or in any utility facility or appurtenances thereto constructed by or under Declarant or any easement owner, or their agents through, along or upon the premises affected thereby, or any part thereof, to serve said land or any other portion of the property, and where not affected, the right to maintain, repair, sell or lease such appurtenances to any municipality or other governmental agency or to any public service corporation or to any other party, and such right is hereby expressly reserved.

### ARTICLE III

#### Use Restrictions

Section 1. Land Use and Building Type. No structure shall be erected, altered, placed or permitted to remain on the property other than a condominium apartment project.

No apartment unit located within the condominium apartment project shall be used for business or professional purposes of any kind, except that an apartment unit may be built for the purpose of leasing the same for residential occupancy. No building of any kind or character shall ever be moved onto any lot within the property, it being the intention that only new construction shall be placed or erected thereon.

Section 2. Architectural Control. No building shall be erected, placed or altered on the property until the construction plans and specifications and a plot plan showing the location of the structures thereon have been approved by the Architectural Control Committee as provided in Section 1, Article IV, hereof.

Section 3. Dwelling Size. There shall be no more than nine (9) buildings containing a total of no more than ninety-two (92) apartment units constructed on the property.

#### Section 4. Type of Construction, Materials and Landscaping.

- (a) No external roofing material other than wood shingles or built-up tar and gravel shall be constructed or used on any building on the property without the written approval of the Architectural Control Committee.
- (b) No window or wall type air conditioners shall be permitted to be used, erected, placed or maintained on or in any residential building on any part of the property.
- (c) Each kitchen in each apartment unit, which contains in excess of 500 square feet, situated in the condominium apartment project shall be equipped with a garbage disposal unit, which garbage disposal unit shall at all times be kept in a serviceable condition.

- (d) Before any landscaping shall be done on the lands being a part of the "common elements", as that term is described in the Condominium Act of the State of Texas, Article 1301a, V.A.T.S., which Act is incorporated herein and made a part hereof as if set out in full, the landscaping layout and plans shall have been first approved by the Architectural Control Committee. Such landscaping is to be done in the common areas at the time the condominium apartment project is being completed and before occupancy.

Section 5. Minimum Lot Area. The property shall not be subdivided without the express written approval of the Architectural Control Committee, except that the property may be divided into two (2) or more tracts for the purpose of developing a multi-phased condominium apartment project.

Section 6. Annoyance or Nuisances. No noxious or offensive activity shall be carried on upon the property nor shall anything be done thereon which may become an annoyance to the neighborhood. The display or shooting of firearms, fireworks or firecrackers is expressly forbidden.

Section 7. Temporary Structures. No structure of a temporary character, whether trailer, basement, tent, shack, garage, barn or other outbuilding shall be maintained or used on the property at any time as a residence, or for any other purpose, either temporarily or permanently; provided, however, that Declarant reserves the exclusive right to erect, place and maintain such facilities in or upon any portion of the property as in its sole discretion may be necessary or convenient while selling apartment units in the condominium apartment project. Such facilities may include, but not necessarily be limited to sales and construction offices, storage areas, model units, signs and portable toilet facilities. The Declarant may use an apartment unit as a temporary sales office. Any structure on which construction has commenced must be completed within a reasonable length of time. No boat trailers, boats, travel trailers, inoperative automobiles, campers, vehicles of any kind or portable buildings are to be permanently or semi-permanently stored in the public street right-of-way or on driveways or parking areas, except that the privately owned automobile of an apartment unit owner may be stored on the parking areas provided within the condominium apartment project.

Section 8. Signs and Billboards. No signs, billboards, posters or advertising devices of any character shall be erected, permitted or maintained on the property without the express prior written consent of the Declarant. Declarant or its agents shall have the right to remove any sign not complying with the above restriction, and, in so doing, shall not be liable and are expressly relieved from any liability for trespass or other tort in connection therewith, or arising from such removal. The right is reserved by Declarant to construct and maintain such signs, billboards or advertising devices as is customary in connection with the sale of apartment units located within the condominium apartment project on the property.

Section 9. Oil and Mining Operations. No oil drilling or development operations, oil refining, quarrying or mining operations of any kind shall be permitted upon the property nor shall oil wells, tanks, tunnels, mineral excavations

or shafts be permitted upon the property. No derrick or other structure designed for use in boring for oil or natural gas shall be erected, maintained or permitted upon the property.

Section 10. Storage and Disposal of Garbage and Refuse. No apartment unit shall be used or maintained as a dumping ground for rubbish. Trash, garbage or other waste materials shall not be kept except in sanitary containers constructed of metal, plastic or masonry materials with sanitary covers or lids. Equipment for the storage or disposal of such waste materials shall be kept in clean and sanitary condition. The property shall not be used for the open storage of any materials whatsoever, which storage is visible from the street, except that new building materials used in the construction of improvements erected upon the property may be placed upon the property at the time construction is commenced and may be maintained thereon for a reasonable time, so long as the construction progresses without undue delay, until the completion of the improvements, after which these materials shall either be removed from the property or stored in a suitable enclosure upon the property.

Section 11. Utility Easements. The utility easement areas dedicated and shown on the map of MARINA VISTA CONDOMINIUM may be cleared and kept clear by any utility of all trees, bushes and other growth, including overhanging branches from trees or protrusions from structures located upon adjacent property, without payment to owners by such utility for such clearance, cutting or trimming. The provisions of this paragraph shall constitute a covenant running with the land as to each apartment unit owner on the property.

Section 12. Walls, Fences, Hedges, Piers and Bulkheads. No walls, fences or hedges shall be erected or maintained on the property unless approved in writing by the Architectural Control Committee.

Fences must be of ornamental iron, wood or masonry construction. No chain link fences are permitted, except to enclose swimming pools and only then if they are not visible from the street.

No pier, boat lift, ramps or any other structure that projects into the water shall be constructed on the property without approval of the Architectural Control Committee. The Committee will only consider plans and proposals presented to it in writing and will immediately reject any plans for a "homemade" type deck such as one floating on barrels. 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, etc. The above structures are also subject to the approval of the San Jacinto River Authority.

No bulkheading shall be permitted on the property except by written consent of the Architectural Control Committee and the San Jacinto River Authority. No "homemade" 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.

**Section 13. Property Maintenance.** The Council of Co-Owners acting for the owners of apartment units shall at all times keep all common areas in a sanitary, healthful and attractive manner and shall in no event use the property for storage of materials and equipment except for normal residential requirements or incident to construction of improvements thereon as herein permitted or permit the accumulation of garbage, trash or rubbish of any kind thereon and shall not burn anything (except by use of an incinerator and then only during such hours as permitted by law). The drying of clothes in full public view is prohibited and the owners of any apartment unit shall not maintain any yard equipment, wood piles or storage piles which are visible to full public view unless the same are behind a suitable enclosure. In the event of default on the part of the owner of an apartment unit in observing the above requirements or any of them, such default continuing after ten (10) days' written notice thereof, Declarant or its assigns may, at their option, without liability to the owner or occupant of an apartment unit in trespass or otherwise, enter upon said property and cause to be cut such weeds and grass and remove or cause to be removed such garbage, trash and rubbish or do any other thing necessary to secure compliance with these restrictions so as to place the property in a neat, attractive, healthful and sanitary condition and may charge the owners of units located on the property for the cost of such work. The owner of units agree by the purchase of the apartment units to pay such statement immediately upon receipt thereof.

**Section 14. Motor Vehicles.** No unlicensed motor vehicles shall be allowed upon the property. No motor bikes, motorcycles, motor scooters or other vehicles of that type shall be permitted on the property if they are a nuisance by reason of noise or manner of use in the sole judgment of the Walden on Lake Conroe Community Improvement Association.

**Section 15. Pets.** No horses, cows, hogs, poultry or livestock of any kind (other than house pets of reasonable kind and number) may be kept on the property. Should such pets become a nuisance in the opinion of the Declarant, they must be removed from the premises and the property. No pets are to run at large.

**Section 16. Drainage.** Natural drainage of streets, drives, parking lots or the property will not be impaired by any person or persons.

#### ARTICLE IV

##### Architectural Control Committee

**Section 1. Approval of Building Plans.** No building shall be erected, placed or altered on the property until the construction plans and specifications and a plot plan showing the location of the structure have been approved in writing as to harmony of exterior design and color with existing structures, as to location with respect to topography and finished ground elevation, and as to compliance with minimum construction standards by the Architectural Control Committee. A copy of the construction plans and specifications and a plot plan, together with such information as may be deemed pertinent, shall be submitted to the Architectural Control



Committee, or its designated representative prior to commencement of construction. The Architectural Control Committee may require the submission of such plans, specifications and plot plans, together with such other documents as it deems appropriate, in such form and detail as it may elect at its entire discretion. In the event the Architectural Control Committee fails to approve or disapprove such plans and specifications within thirty (30) days after the same are submitted to it, approval will not be required and the requirements of this Section will be deemed to have been fully complied with.

Section 2. Committee Membership. The Architectural Control Committee shall be initially composed of Jerry H. Deutser, S. Conrad Weil, Jr. and William Schmuck, who by majority vote may designate a representative to act for them.

Section 3. Replacement. In the event of death or resignation of any member or members of such Committee, the remaining member or members shall appoint a successor member or members, and until such successor member or members shall have been so appointed, the remaining member or members shall have full authority to approve or disapprove plans, specifications and plot plans submitted or to designate a representative with like authority.

Section 4. Minimum Construction Standards. The Architectural Control Committee may from time to time promulgate an outline of minimum acceptable construction standards; provided, however, that such outline will serve as a minimum guideline and such Architectural Control Committee shall not be bound thereby.

Section 5. Term. The duties and powers of the Architectural Control Committee and of the designated representative shall cease on and after fifteen (15) years from the date of this instrument. Thereafter, the approval described in this covenant and all powers vested in said Committee by this covenant shall automatically pass to the Walden on Lake Conroe Community Improvement Association.

#### ARTICLE V

##### Walden on Lake Conroe Community Improvement Association

Section 1. Membership. Every person or entity who is an owner of any of the apartment units located on the property which are subject to maintenance charges assessed by the Association, shall be a Class A member of the Walden on Lake Conroe Community Improvement Association. The foregoing does not include persons or entities who hold an interest merely as a security for the performance of an obligation or those having only an interest in the mineral estate. No owner shall have more than one membership. Membership shall be appurtenant to and may not be separated from ownership of the land or apartment unit which is subject to assessment by the Association. Ownership of such land or apartment unit shall be the sole qualification for membership.

Section 2. Voting Rights. The Association shall have two classes of membership:

Class A. Class A members shall be all those Owners as defined in Section 1, with the exception of Jerry H. Deutser and S. Conrad Weil, Jr. Class A members shall be entitled to one vote for each Condominium Apartment and Lot in which they hold the interest required for membership by Section 1. When more than one person holds such interest in any Condominium Apartment and Lot, all such persons shall be members. The vote for such Condominium Apartment and Lot shall be exercised as they among themselves determine, but in no event shall more than one vote be cast with respect to any Condominium Apartment and Lot.

Class B. The Class B members shall be Jerry H. Deutser, Trustee, and S. Conrad Weil, Jr., Trustee. The Class B members shall be entitled to three (3) votes for each Lot in which they hold the interest required for membership by Section 1; provided, however, that the Class B membership shall cease and be converted to Class A membership on the happening of either of the following events, whichever occurs earlier:

- (a) When the total votes outstanding in the Class A membership equal the total votes outstanding in Class B membership.
- (b) On January 1, 1987.

The Class A and Class B members shall have no rights as such to vote as a class, except as required by the Texas Nonprofit Corporation Act, and both classes shall vote together upon all matters as one group.

Section 3. Nonprofit Corporation. Walden on Lake Conroe Community Improvement Association is a nonprofit corporation, and all duties, obligations, benefits, liens and rights hereunder in favor of the Association shall vest in said corporation.

Section 4. By-Laws. The Association may make whatever rules or by-laws it may choose to govern the organization, provided that the same are not in conflict with the terms and provisions hereof.

Section 5. Inspection of Records. The members of the Association shall have the right to inspect the books and records of the Association at reasonable times during the normal business hours.

#### ARTICLE VI

##### Maintenance Charges

Section 1. Each apartment unit in MARINA VISTA CONDOMINIUM is hereby subjected to an annual maintenance charge and assessment, for the purpose of creating a fund to be designated and known as the "maintenance fund", which maintenance charge and assessment will be paid by the owner or owners of each apartment unit within MARINA VISTA CONDOMINIUM to the Walden on Lake Conroe Community Improvement Association. The maintenance charge is payable annually in advance (or at the

option of Jerry H. Deutser and S. Conrad Weil, Jr., monthly in advance). Every person or entity who is an owner of more than one apartment unit shall pay the full assessed rate on each apartment unit. The rate at which each apartment unit will be assessed will be determined annually and may be adjusted from year to year by the Association as the needs of the property may, in the judgment of the Association, require; provided that such assessment will be uniform. The Association shall use the proceeds of said maintenance fund for the use and benefit of all the apartment owners of MARINA VISTA CONDOMINIUM as well as all other sections of Walden on Lake Conroe Subdivision; provided, however, that each section of Walden on Lake Conroe, to be entitled to the benefit of this maintenance fund, must be impressed with and subjected to the annual maintenance charge and assessment on a uniform (subject to the rates applicable to Declarant and unit owners as described herein), per lot basis, equivalent to the maintenance charge and assessment imposed hereby, and further made subject to the jurisdiction of the Association. The uses and benefits to be provided by said Association shall include, by way of clarification and not limitation and at its sole option, any and all of the following: maintaining and operating swimming pools, tennis courts, parks, parkways, boat ramps, both temporary and permanent, rights-of-way, easements, esplanades and other public areas, payment of all legal and other expenses incurred in connection with the enforcement of all charges and assessments, covenants, restrictions and conditions affecting the properties to which the maintenance fund applies, payment of all reasonable and necessary expenses in connection with the collection and administration of the maintenance charge and assessment, employing policemen and watchmen, and doing any other thing or things necessary or desirable in the opinion of the Association to keep the properties in the subdivision neat and in good order, or which is considered of general benefit to the owners or occupants of the properties, it being understood that the judgment of the Association in the expenditure of said funds shall be final and conclusive so long as such judgment is exercised in good faith.

Section 2. An initial monthly charge of fifty cents (\$.50) will be made upon each monthly bill to the owner of each apartment unit to cover the cost of electric energy to operate the street lighting system to be installed in and upon MARINA VISTA CONDOMINIUM as outlined in Gulf States Utility Rate Schedule RLU. Rate Schedule RLU is subject to change without notice and such monthly charge will be adjusted in accordance therewith.

Section 3. To secure the payment of the maintenance fund and assessment established hereby and to be levied on the individual apartment units, there shall be reserved in each Deed (whether specifically stated therein or not) by which the Declarant shall convey such apartment units, the Vendor's Lien for benefit of the Association, said lien to be enforceable through appropriate proceedings at law by such beneficiary; provided, however, that each such lien shall be secondary, 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 apartment unit to secure the payment of monies advanced or to be advanced on account of the purchase price and/or the construction of improvements on any such apartment unit to the extent of any such maintenance fund charge and assessment accrued and unpaid prior to foreclosure of any such purchase money lien or construction lien; and further provided that as a condition precedent to any proceeding to enforce such lien upon any apartment unit upon which there is an outstanding valid and subsisting first mortgage lien, for the aforesaid purpose or purposes, the Association shall give the

holder of such first mortgage lien sixty (60) days' written notice of such proposed action, which notice shall be sent to the nearest office of such first mortgage holder by prepaid U. S. certified mail, and shall contain a statement of the delinquent maintenance charges or assessments upon which the proposed action is based. Upon the request of any such first mortgage lien holder, the Association or Council of Co-Owners shall acknowledge in writing its obligation to give the foregoing notice with respect to the particular apartment unit covered by such first mortgage lien to the holder thereof.

Section 4. The maintenance charges and assessments will remain effective for the full term (and extended term, if applicable) of the covenants.

Section 5. It is specifically stated and agreed that any apartment unit sold to persons or entities by the Declarant by contract for sale, or deed with lien and note, or other instrument and the purchaser defaults in the contract or note payments in any manner and said apartment unit is repossessed, foreclosed or such contract cancelled by Declarant, its successors or assigns, the Association will release its right to collect the past due maintenance charges, assessments and penalties on such apartment units from the purchaser. Nothing herein contained shall relieve the purchaser in default from whom the apartment was repossessed from his obligation to pay such delinquent charges, assessments and penalties to the Association.

## ARTICLE VII

### General Provisions

Section 1. Term. These covenants shall run with the land and shall be binding upon all parties and all persons claiming under them for a period of forty (40) years from the date these covenants are recorded after which time said covenants shall be automatically extended for successive periods of ten (10) years each, unless at the end of the forty (40) years or anytime thereafter an instrument signed by a majority of the then owners of the apartment units has been recorded agreeing to change or terminate said covenants in whole or in part. Upon any violation or attempt to violate any of the covenants herein, it shall be lawful for the Association or any other apartment unit owner to prosecute any proceedings at law or in equity against the person or persons violating or attempting to violate any such covenants and either to prevent him or them from doing so or to recover damages or other dues for such violations. The Declarant reserves the right to enforce these restrictions.

Section 2. Severability. Invalidation of any one of these covenants by judgment or other court order shall in no wise affect any of the other provisions which shall remain in full force and effect.

Section 3. Approval of Lienholder. Western Bank, chartered under the laws of the State of Texas, the holder of a lien or liens on MARINA VISTA CONDOMINIUM, a parcel of property in Montgomery 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 the 30th day of June, A.D. 1977.

MARINA VISTA, INC.  
"Declarant"

By [Signature]  
President

ATTEST  
[Signature]  
Secretary

WESTERN BANK  
"Lienholder"

By [Signature]  
President

ATTEST  
[Signature]  
Assistant Cashier Secretary

THE STATE OF TEXAS X  
COUNTY OF MONTGOMERY X

BEFORE ME, the undersigned, a Notary Public in and for said County and State, on this day personally appeared Joe Zalta, known to me to be the person and officer whose name is subscribed to the foregoing instrument and acknowledged to me that the same was the act of the said MARINA VISTA, INC., a corporation, and that he executed the same as the act of such corporation for the purposes and consideration therein expressed and in the capacity therein stated.

GIVEN UNDER MY HAND AND SEAL OF OFFICE this the 30th day of June A.D., 1977.

[Signature]  
Notary Public in and for  
Montgomery County, Texas



THE STATE OF TEXAS X

COUNTY OF HARRIS X

BEFORE ME, the undersigned, a Notary Public in and for said County and State, on this day personally appeared A. Harold Blackshear, known to me to be the person and officer whose name is subscribed to the foregoing instrument and acknowledged to me that the same was the act of the said WESTERN BANK, chartered under the laws of the State of Texas, and that he executed the same as the act of the said WESTERN BANK for the purposes and consideration therein expressed and in the capacity therein stated.

GIVEN UNDER MY HAND AND SEAL OF OFFICE this the 30th day of June A.D., 1977.



Marcella L. Zolty  
Notary Public in and for  
Harris County, Texas

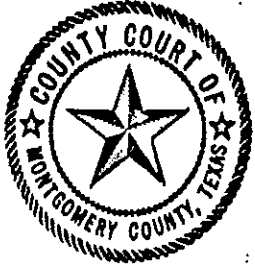
FILED FOR RECORD  
AT 3 O'CLOCK P.M.

JUL 1 1977

ROY HARRIS, Clerk  
County Court, Montgomery Co., Tex.  
Alphie Lee Deputy

THE STATE OF TEXAS  
COUNTY OF MONTGOMERY

I, Roy Harris, Clerk of the County Court in and for Montgomery County, Texas, do hereby certify that this instrument was FILED FOR RECORD and RECORDED in the volume and page of the named record and at the time and date as stamped hereon by me.



FILED FOR RECORD  
AT 12 O'CLOCK A.M.

JUL 5 1977

ROY HARRIS, Clerk  
County Court, Montgomery Co., Tex.  
Byron Ellis Deputy

Roy Harris  
County Clerk of Montgomery Co., Texas