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RESTRICTIONS

DEEDS

WALDEN ON LAKE CONROE, SECTION THREE A

THE STATE OF TEXAS        ()

COUNTY OF MONTGOMERY ()

This Declaration, made on the date hereinafter set forth by JERRY H. DEUTSER, TRUSTEE, and S. CONRAD WEIL, JR., TRUSTEE, hereinafter referred to as "Declarants":

WITNESSETH:

Whereas, Declarants are the owners of that certain property known as WALDEN ON LAKE CONROE, SECTION THREE A, a subdivision in Montgomery County, Texas, according to the map or plat thereof recorded in Cabinet C, Sheet 53, of the Map Records of Montgomery County, Texas; and

Whereas, it is the desire of Declarants 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 Lots in said subdivision:

NOW, THEREFORE, Declarants hereby adopt, establish and impose upon WALDEN ON LAKE CONROE, SECTION THREE A, and declare 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

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. "Section Three A Association" shall mean and refer to the Walden's Section Three A Association, its successors and assigns, provided for in Article VI hereof.

Section 3. "Properties" shall mean and refer to WALDEN ON LAKE CONROE SECTION THREE A, and any additional properties made subject to the terms hereof, pursuant, to the provisions set forth herein.

Section 4. "Lot and/or "Lots" shall mean and refer to the Lots shown upon the Subdivision Plat.

Section 5. "Owner" shall mean and refer to the record owner, whether one or more persons or entities, of fee simple title to any Lot which is a part of the Properties, but in the event of the execution of a contract for sale covering any Lot, the "Owner" shall be the purchaser named in the contract, but excluding those having such interest merely as security for the performance of an obligation and those having only an interest in the mineral estate.

Section 6. "Subdivision Plat" shall mean and refer to the map or plat of WALDEN ON LAKE CONROE, SECTION THREE A, recorded in Cabinet C, Sheet 53, of the Map Records of Montgomery County, Texas.

Section 7. "Architectural Control Committee" shall mean and refer to the WALDEN ON LAKE CONROE, Architectural Control Committee provided for in Article IV hereof.

Section 8. "Builder-Owners" shall be any person who acquires a Lot or Lots for the purpose of engaging in the business of construction of single-family residential dwellings for the purpose of resale.

Section 9. "Patio Home Lot or Lots" shall mean and refer to the Lots restricted hereby to use for Patio Homes only. All Lots in Walden on Lake Conroe, Section Three A are Patio Home Lots.

## ARTICLE II

### Restrictions, Exceptions and Dedications

Section 1. The Subdivision Plat dedicates for use as such, subject to the limitations set forth therein, the streets and easements shown thereon, and such Subdivision Plat further establishes certain restrictions applicable to the Properties including without limitation, certain minimum setback lines. All dedications, limitations, restrictions and reservations shown on the Subdivision Plat are incorporated herein and made a part hereof as if fully set forth herein, and shall be construed as being adopted in each and every contract, deed, or conveyance executed or to be executed by or on behalf of Declarants, conveying said property or any part thereof, whether specifically referred to therein or not.

Section 2. Declarants reserve the easements and rights-of-way as shown on the Subdivision Plat for the purpose of constructing, maintaining and repairing a system or systems of electric lighting, electric power, telegraph and telephone line or lines, gas, sewers, or any other utility Declarants see fit to install in, across and/or under the Properties.

Section 3. Declarants reserve 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. Declarants reserve the right, during installations of concrete paving of the streets as shown on the Subdivision Plat, to enter onto any Lot or Lots for the purpose of disposing of street excavation, including the removal of any trees, if necessary, whether or not the Lot or Lots have been conveyed to and/or contracted for to any other Owner or Owners.

Section 5. Neither Declarants 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 Declarants to any Lot or parcel of land within the Properties 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 Declarants 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 Properties, 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.

A. Patio Home Lots. No structure shall be erected, altered, placed or permitted to remain on any Patio Home Lot other than one (1) single family patio home not to exceed a height of thirty-five (35) feet, a detached or an attached garage or carport for not less than two (2) nor more than three (3) cars as set out in Section 5 hereof.

No Lot may be used for 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 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 said Subdivision, without written permission of the Architectural Control Committee.

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 by the Architectural Control Committee as to harmony with existing structures with respect to exterior design and color with existing structures as to location with respect to topography and finished grade elevation and as to compliance with minimum construction standards more fully provided for in Article IV hereof.

Section 3. Dwelling Size. The total living area of the main residential structure of any Patio Home Lot, exclusive of open porches, garages, and/or carports shall not be less than 1400 square feet.

Section 4. Type of Construction, Materials and Landscaping

(a) No residence shall have less than 25 percent masonry construction or its equivalent on its exterior wall area, unless approved in writing by the Architectural Control Committee, except that detached garages may have wood siding of a type and design approved by the Architectural Control Committee.

(b) No external roofing material other than wood shingles, builtup tar and gravel or asphalt shingles which are no lighter than 340 pounds per square and which are applied in accordance with the manufacturers specifications and which are installed on a roof which has no greater than a five in twelve pitch, shall be used on any building in any part of the properties without the written approval of the Architectural Control Committee.

(c) No window or wall type air conditioners shall be permitted to be used, erected, placed, or maintained on or in any building in any part of the Properties.

(d) Each kitchen in each dwelling or living quarters situated on any Lot shall be equipped with a garbage disposal unit, which garbage disposal unit shall at all times be kept in a serviceable condition.

(e) Before any landscaping shall be done in the front of any newly constructed dwelling, the landscape lay out and plans shall have been first approved by the Architectural Control Committee. Such landscaping is to be done in the front of the Lot at the time the dwelling is being completed and before occupancy.

Section 5. Building Location.

A. Building Location on Lots. No building shall be located on any Lot nearer to the front Lot line or nearer to the side street line than the minimum building setback lines shown on the recorded plat. The location of the building in relation to Lot lines must comply with the following requirements. For these purposes the "left" shall be to the left-hand side when facing the rear property line from the front Lot line, and the "right" shall be to the right-hand side when facing the rear Lot line from the front Lot line. For the purpose of these restrictions, the front of all Lots shall be the Lot line which has the shortest dimension adjoining the street except that the front Lot line of Lots 20 through 29, inclusive, in Block 1 shall be the Lot line abutting Redbird Lane and the front Lot line of Lots 8 and 19 in Block 1 shall be the north property line.

At least 10% of the length of the side of the residential structure must be built on the left property line on the following Lots:

- Lots 1 to 7 inclusive in Block 1 and
- Lots 8 and 9 inclusive in Block 2.

Eaves over hanging the property line shall be no more than 18" wide and shall be guttered. The eaves of all roofs which drain water onto adjacent property must be guttered, except on corner Lots. A six foot high fence must be built continuously along the left property line from the front building set back line to the back property line except on that part of the line occupied by the residential structure. This fence shall have no gate or other openings in it. The main residential structure except for garage or carport shall be no closer than 15 feet to the right property line except that 16 feet of the length of the main residential structure and the carport or garage may be placed no closer than three feet from the right property line. The exterior wall of any house or garage that is parallel to and within five feet of any side property line shall have no window, door or other opening in it unless the side property line is on the street side of a corner Lot.

On those Lots which have utility easements on the left property line, the side of the easement nearest the right property line shall be considered the left property line for building location purposes. The main residential structure may be built no closer than 12 feet of the right property line except that 16 feet of the length of the main residential structure and the carport or garage may be placed no closer than three feet from the right property line. Except on corner Lots, a six foot fence must be built without gates or openings along the left property line from the front building set back line to the back property line.

A three foot building easement is provided along the right property line of each Lot, to be used only by the adjoining property owner for the construction or repair of the exterior side wall of his house. The adjoining property owner may replace any existing fence on the property line with his house wall but shall not disturb any part of the fence not replaced by this house wall. This easement when used must be left clean and neat and any grass removed or damaged must be replaced. The adjoining property owner must notify the property owner of his intent to do any construction or maintenance at least fifteen (15) days before work is started in order that the property owner may, at his option, remove his fence and protect his landscaping.

For the purpose of locating homes on corner Lots, side street set back lines shall be treated as property lines for building location purposes.

At least 10% of the length of the side of the residential structure must be built on the right property line on the following Lots:

- Lots 8 through 29 inclusive in Block 1
- Lots 1 through 7 inclusive and 10, 11 and 12 in Block 2

Eaves over hanging the property line shall be no more than 18" wide and shall be guttered. The eaves of all roofs which drain water onto adjacent property must be guttered, except on corner Lots. A six foot high fence must be built continuously along the right property line from the front building set back line to the back property line except on that part of the line occupied by the residential structure. This fence shall have no gate or other openings in it. The main residential structure except for garage or carport shall be no closer than 15 feet to the left property line except that 16 feet of the length of the main residential structure and the carport of garage may be placed no closer than three feet from the left property line. The exterior wall of any house or garage that is parallel to and within five feet of any side property line shall have no window, door or other opening in it unless the side property line is on the street side of a corner Lot.

On those Lots which have utility easements on the right property line, the side of the easement nearest the left property line shall be considered the right property line for building location purposes. The main residential structure may be built no closer than 12 feet to the left property line except that 16 feet of the length of the main residential structure and the carport or garage may be placed no closer than three feet from the left property line. Except on corner Lots, a six foot fence must be built without gates or openings along the right property line from the front building set back line to the back property line.

A three foot building easement is provided along the left property line of each Lot, to be used only by the adjoining property owner for the construction or repair of the exterior side wall of his house. The adjoining property owner may replace any existing fence on the property line with his house wall but shall not disturb any part of the fence not replaced by his house wall. This easement, when used, must be left clean and neat, and any grass removed or damaged must be replaced. The adjoining property owner must notify the property owner of his intent to do any construction or maintenance at least fifteen (15) days before work is started in order that the property owner may, at his option, remove his fence and protect his landscaping.

For the purpose of locating homes on corner Lots, side street set back lines shall be treated as property lines for building location purposes.

No house may be located closer than fifteen (15) feet to the rear property line on Interior Lots, however, a garage may be located no closer than five (5) feet of the rear property line.

Upon written request, the Architectural Control Committee may approve deviations from the building location requirements provided such deviations do not alter the scope and intent of the restrictions.

No Patio Home Lot shall be subdivided without the express written approval of the Architectural Control Committee, nor shall any Lot resulting from the resubdivision be smaller than the smallest of the Lots from which it is resubdivided.

Section 6. Annoyance or Nuisances. No noxious or offensive activity shall be carried on upon any Lot 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 any Lot at any time as a residence, or for any other purpose, either temporarily or permanently; provided, however, that Declarants reserve the exclusive right to erect, place and maintain such facilities in or upon any portion of the Properties as in its sole discretion may be necessary or convenient while selling Lots, selling or constructing residences and constructing other improvements upon the Properties. Such facilities may include but not necessarily be limited to sales and construction offices, storage areas, model units, signs and portable toilet facilities. The Declarants and Builder Owners may use a residence as a temporary office. No garage, servant's quarters or other permitted accessory structure shall be erected, placed or maintained on any Lot until construction of main residential dwelling has commenced. 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. Permanent and semi-permanent storage of such items and vehicles must be screened from public view, either within the garage or behind a fence which encloses the rear of the Lot.

Section 8. Signs and Billboards. No signs, billboards, posters, or advertising devices of any character shall be erected, permitted or maintained on any Lot or plot without the express prior written consent of the Declarants, except for a Builder. Owner, who may place on each Lot owned by such Builder-Owner during the construction and sales period of improvements, not more than one sign of not more than five square feet of sign space. Declarants or their 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 Declarants to construct and maintain such signs, billboards or advertising devices as is customary in connection with the general sale of property.

Section 9. Oil and Mining Operations. No oil drilling or development operation, oil refining, quarrying or mining operations of any kind shall be permitted upon or in any Lot nor shall oil wells, tanks, tunnels, mineral excavations or shafts be permitted upon or in any Lot. No derrick or other structure designed for use in boring for oil or natural gas shall be erected, maintained or permitted upon any Lot.

Section 10. Storage and Disposal of Garbage and Refuse. No Lot 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. No Lot shall 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 any Lot may be placed upon such Lot 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 Lot or stored in a suitable enclosure on the Lot.

Section 11. Electric Distribution System. The type of electric service supplied to Owners will be alternating current at approximately 60 cycles per second, single phase, three wire, 120/240 volts and metered at 240 volts. It is understood and agreed that only electrical service of the characteristics described above, will be furnished by Gulf States Utilities Company in WALDEN ON LAKE CONROE, SECTION THREE A, and that such service will be from the electric distribution system to be installed by Gulf State Utilities Company, and Owners agree that only electric service at 120/240 volts, single phase, three wire, will be available for Lots. The locked rotor current of any motor connected to this service will be limited in accordance with the standard service practices of Gulf States Utilities Company. The utility easement areas dedicated and shown on the recorded map of WALDEN ON LAKE CONROE, SECTION THREE A, 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 Lot and Owner in this subdivision.

Declarants do hereby require that individual underground electrical service drops be installed to each residence. The Owners of each residence will therefore comply with Gulf States Utilities 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. Gulf State Utilities 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 Gulf States Utilities 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.

Section 12. Walls, Fences, Hedges. No walls or fences shall be erected or maintained nearer to the front of any Lot than the front building line. All walls and fences on any Lot must be at least six feet tall and must be of ornamental iron, wood or masonry construction. All houses must be approved by the Architectural Control Committee. The Architectural Control Committee may approve the installation of chain link fences to enclose swimming pools located anywhere on a Lot provided the fence is not visible from the street. Lots 20 through 29 inclusive, in Block I shall have a fence across the full length of the rear property line, which is the property line abutting Melville Drive and Lots 1 and 19 in Block I shall have a fence from the



front property line to the rear property line on that side of the lot which abuts Melville Drive. The fence shall be a six (6) foot high solid fence of vertical 1 x 6 boards, of a design to be furnished by the Walden on Lake Conroe Architectural Control Committee. 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, Declarants or their assigns may, at their option, install the fence and all cost thereof shall be due and payable to Declarants by the Owner of the Lot, upon demand. This fence shall be considered a protective screening.

Any wall, fence or hedge erected as a protective screening on a Lot by Declarants shall pass ownership with title to the property and it shall be the Owner's responsibility to maintain said protective screening thereafter. 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, Declarants or their assigns may, at their 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 these restrictions, 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 thereof.

Section 13. 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 and shall in no event use any Lot 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 or occupants of any Lots at the intersection of streets or adjacent to parks, playgrounds or other facilities where the rear yard or 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 thereof, Declarants or their assigns may, at their option, without liability to the Owner or occupant in trespass or otherwise enter upon said Lot 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 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.

Section 14. Unlicensed Motor Vehicles. No unlicensed motor vehicles shall be allowed within the subdivision. No motor bikes, motorcycles, motor scooters or other vehicles of that type shall be permitted in the subdivision, if they are a nuisance by reason of noise or manner of use in sole judgment of the WALDEN ON LAKE CONROE COMMUNITY IMPROVEMENT ASSOCIATION.

Section 15. Septic Tank. No septic tank may be installed on any Lot which is served by a central sanitary sewer system. If a central sanitary sewer system is not available to a Lot, a septic tank may be installed as a temporary measure, but must tie onto the central system as soon as it becomes available to the Lot. No septic tank may be installed unless approved by the Walden on Lake Conroe Architectural Control Committee, Montgomery County Health Unit and all governmental agencies or authorities having jurisdiction. No septic tank may drain into road ditches, either directly or indirectly.

Section 16. Pets. No horses, cows, hogs, poultry, or livestock of any kind (other than house pets of reasonable kind and number) may be kept on any Lot. Should such pets become a nuisance in the opinion of the Declarants, they must be removed from the premises and the subdivision. No pets are to run at large.

Section 17. Drainage. Natural drainage of streets, Lots or roadway ditches will not be impaired by any person or persons. Driveway culverts will be of sufficient size to afford proper drainage of ditches without backing water up into ditch or diverting flow. In no event shall culverts be less than eighteen inches (18"). Declarants may remove any culvert that obstructs the flow of water through the street ditches. The breaking of curbs for drive installations will be accomplished in a good and workmanship-like manner and such break will be recemented without hindrance to drainage and such work is subject to the inspection and approval of the Architectural Control Committee.

#### ARTICLE IV

##### Architectural Control Committee

Section 1. Approval of Building Plans. 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 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 WALDEN ON LAKE CONROE, SECTION THREE A 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 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 said 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 December 31, 1994. Thereafter, the approval described in this covenant and all power 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 Properties which are subject to maintenance charge assessment by the Association, shall be 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 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 which is subject to assessment by the Association. Ownership of such land 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 the Declarants. Class A members shall be entitled to one vote for each Lot in which they hold the interest required for membership by Section 1. When more than one person holds such interest in any Lot, all such persons shall be members. The vote for such Lot shall be exercised as they among themselves determine, but in no event shall more than one vote be cast with respect to any Lot.

Class B. The Class B members shall be Jerry H. Deutser, Trustee and S. Conrad Weil, Jr., Trustee, the Declarants as defined in the Declaration. 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 the Class B Membership or
- (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, a nonprofit corporation, has been organized; and all duties, obligations, benefits, liens, and rights hereunder in favor of the Association shall vest in said corporation.

Section 4. Bylaws. The Association may make whatever rules or bylaws it may choose to govern the organization, provided that 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

##### Walden's Section Three A Association

Section 1. Membership. Every person or entity who is an Owner of any of the Properties which are subject to maintenance charge assessment by Walden's Section Three A Association shall be a member of Walden's Section Three A Association.

The foregoing does not include persons or entities who hold an interest merely as 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 which is subject to assessment by Walden's Section Three A Association. Ownership of such land shall be the sole qualification for membership.

Section 2. Voting Rights. The Walden's Section Three A 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 the Declarants. Class A members shall be entitled to one vote for each Lot in which they hold the interest required for membership by Section 1. When more than one person holds such interest in any Lot, all such persons shall be members. The vote for such Lot shall be exercised as they among themselves determine, but in no event shall more than one vote be cast with respect to any Lot.

Class B. The Class B members shall be Jerry H. Deutser, Trustee and S. Conrad Weil, Jr., Trustee, the Declarants as defined in the Declaration. 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 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 the Class B membership, or
- (b) On January 1, 1993.

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's Section Three A Association a nonprofit corporation, will be organized; and all duties, obligations, benefits, liens, and rights hereunder in favor of the Section Three A Association shall vest in said corporation.

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

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

ARTICLE VII  
Maintenance Charges

Section 1. WALDEN ON LAKE CONROE COMMUNITY IMPROVEMENT ASSOCIATION MAINTENANCE FUND. Each lot in WALDEN ON LAKE CONROE SECTION THREE A, 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 Lot within WALDEN ON LAKE CONROE, SECTION THREE A, to the Walden on Lake Conroe Community Improvement Association. The maintenance charge is payable annually in advance (or at the option of the Declarants, monthly in advance) until a dwelling is erected on the Lot, at which time the maintenance is payable in advance annual installments. The Declarants and Builder Owners shall pay twenty percent (20%) of the assessed rate. Every person or entity who is an owner of more than one Lot, except the Declarants and Builder Owners, shall pay the full assessed rate on one Lot and twenty percent (20%) of the assessed rate on all additional Lots owned; except that when a dwelling is erected on any Lot the full assessed rate will be paid for such Lot regardless of the number of Lots owned. The rate at which each Lot will be assessed will be determined annually, and may be adjusted from year to year by the Association as the needs of the subdivision, 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 residents of WALDEN ON LAKE CONROE, SECTION THREE A, 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 subject to the annual maintenance charge and assessment on a uniform (subject to the rates applicable to Declarants and Builder 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, right-of-ways, 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. WALDEN'S SECTION THREE A ASSOCIATION MAINTENANCE FUND. Each Lot in WALDEN ON LAKE CONROE, SECTION THREE A, 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 Section Three A," which maintenance charge and assessment will be paid by the Owner or Owners of each Lot within WALDEN ON LAKE CONROE, SECTION THREE A, to Walden's Section Three A Association. The maintenance charge is payable annually in advance or at the option of the Declarants monthly in advance until a dwelling is erected on the Lot, at which time the maintenance is payable in advance annual installments. The rate at which each Lot will be assessed will be determined annually, and may be adjusted from year to year by the Section Three A Association, as the needs of the subdivision may in the judgment of the Section Three A Association, require; provided that such assessment will be uniform. The Section Three A Association shall use the proceeds of said maintenance fund for the use and benefit of all residents of WALDEN ON LAKE CONROE, SECTION THREE A only.

The uses and benefits to be provided by said Section Three A Association shall include, by way of clarification and not limitation and at its sole option, any and all of the following: maintenance of streets, parkways, right-of-ways, 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 a security force 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 Section Three A Association in the expenditure of said funds shall be final and conclusive so long as such judgement is exercised in good faith.

Section 3. A charge on each monthly bill to the owner of each Lot to which electrical service is provided will be made to cover the cost of electrical energy to operate the street lighting system to be installed in and upon the Properties as outlined under the provisions of Gulf States Utilities Rate Schedule RLU. Rate Schedule RLU is subject to change without notice. This charge is in addition to all other charges the owners of such Lot may incur for electrical service.

Section 4. To secure the payment of the maintenance fund established hereby and to be levied on individual Lots, there shall be reserved in each Deed (whether specifically stated therein or not) by which the Declarants shall convey such Lots, the Vendor's Lien for benefit of the Associations 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 Lot 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 Lot to the extent of any such maintenance fund charge 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 Lot 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 upon which the proposed action is based. Upon the request of any such first mortgage lienholder, the Associations shall acknowledge in writing its obligation to give the foregoing notice with respect to the particular Lot covered by such first mortgage lien to the holder thereof.

Section 5. The above maintenance charges and assessments will remain effective for the full term (and extended term, if applicable) of the within covenants.

Section 6. It is specifically stated and agreed that any Lot sold to persons or entities by the Declarants by contract for sale of land, or deed with lien and note, or other instrument and the purchaser defaults in the contract or note payments in any or manner and said Lot is repossessed, foreclosed or such contract canceled by Declarants, their successors or assigns, the Associations will release its right to collect the past due maintenance charges, assessments and penalties on such Lots from the Declarants. 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 the Association.

ARTICLE VIII  
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 40 years, or anytime thereafter an instrument signed by a majority of the then owners of the Lots 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 Lot owner to prosecute the 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 Declarants reserve the right to enforce these restrictions.

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

Section 3. Approval of Lienholder. Gibraltar Savings Association, chartered under the laws of the State of Texas, the holder of a lien or liens on WALDEN ON LAKE CONROE, SECTION THREE A, a subdivision 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 9th day of October, A. D., 1979



Jerry H. Deutscher Trustee  
JERRY H. DEUTSER, TRUSTEE "Declarant"

Conrad Weil, Jr. Trustee  
S. CONRAD WEIL, JR., TRUSTEE "Declarant"

GIBRALTAR SAVINGS ASSOCIATION, "Lienholder"

Charles L. Ahuman  
BY Vice President

Rita Collins  
Assistant Secretary



THE STATE OF TEXAS ( )  
COUNTY OF HARRIS ( )

BEFORE ME, the undersigned authority, on this day personally appeared JERRY H. DEUTSER, known to me to be the person whose name is subscribed to the foregoing instrument, and acknowledged to me that he executed the same as his free act and deed for the purposes and consideration therein expressed, and in the capacity therein stated.

GIVEN UNDER MY HAND AND SEAL OF OFFICE, this the 5th day of October, A.D., 1979.

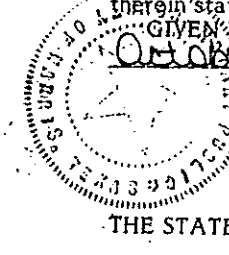


Karen Kautner  
Notary Public in and for  
Harris County, Texas

THE STATE OF TEXAS ( )  
COUNTY OF HARRIS ( )

BEFORE ME, the undersigned authority, on this day personally appeared S. CONRAD WEIL, JR., known to me to be the person whose name is subscribed to the foregoing instrument, and acknowledged to me that he executed the same as his free act and deed for the purposes and consideration therein expressed, and in the capacity therein stated.

GIVEN UNDER MY HAND AND SEAL OF OFFICE, this the 5th day of October, A. D., 1979.



Karen Kautner  
Notary Public in and for  
Harris County, Texas

THE STATE OF TEXAS ( )  
COUNTY OF HARRIS ( )

BEFORE ME, the undersigned authority, on this day personally appeared Charles L. Ackerman, known to me to be the person whose name is subscribed to the foregoing instrument, as Vice President, of GIBRALTAR SAVINGS ASSOCIATION, a corporation, and acknowledged to me that he executed the same for the purposes and consideration therein expressed, in the capacity therein stated, as the act and deed of said corporation.

GIVEN UNDER MY HAND AND SEAL OF OFFICE, this the 9th day of October, A. D., 1979



Carmen Wallis  
Notary Public in and for  
Harris County, Texas

CARMEN WALLIS  
Notary Public in and for Harris County, Texas  
My Commission Expires June 22, 1980

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 Volume and Page of the named record at the time and date as stamped hereon by me.

Filed for Record at 204 o'clock P on 10-9-79 by ROY HARRIS  
Clerk County Court, Montgomery Co., Texas. By Marie Kushing Deputy