

RESTRICTIONS

WALDEN ON LAKE CONROE, SECTION SEVEN-A

THE STATE OF TEXAS

I

COUNTY OF MONTGOMERY

I

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 SEVEN-A, a subdivision in Montgomery County, Texas, according to the map or plat thereof recorded in Cabinet C, Sheet 78, inclusive, 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 SEVEN-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; save and except Unrestricted Reserves "A" and "B" which are not subject to these Restrictions, Covenants and Conditions.

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 Seven-A Association" shall mean and refer to Walden's Section Seven-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 SEVEN-A, and any additional properties made subject to the terms hereof pursuant to the provisions set forth herein; save and except Unrestricted Reserves "A" and "B", which are not subject to these Restrictions, Covenants and Conditions.

Section 4. "Lot" and/or "Lots" shall mean and refer to the Lots shown upon the Subdivision Plat which are restricted hereby to use for single family residential dwellings only, save and except as to "A" Lots upon which no structure shall be erected, altered, placed or permitted to remain and save and except Unrestricted Reserves "A" and "B", which are not subject to these Restrictions, Covenants and Conditions.

Section 5. "Waterfront Lot" shall mean the following Lots: Lots 2 through 23 in Block 1, Lots 30 through 32 in Block 1 and Lots 34 through 36 in Block 1.

Section 6. "Interior Lot" shall mean a Lot other than a Waterfront Lot or an "A" Lot.

Section 7. "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 8. "Subdivision Plat" shall mean and refer to the map or plat of WALDEN ON LAKE CONROE, SECTION SEVEN-A, recorded in Cabinet C, Sheet 78, inclusive, of the Map Records of Montgomery County, Texas.

Section 9. "Architectural Control Committee" shall mean and refer to the WALDEN ON LAKE CONROE, SECTION SEVEN-A, Architectural Control Committee provided for in Article IV hereof.

Section 10. "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 only for the purpose of resale.

Section 11. "A" Lot shall mean Lots 2A through 23A in Block 1, Lots 30A, 31A, 32A and 34A in Block 1.

The rights in connection with an "A" Lot are limited to a perpetual easement therein and, in addition to being subject to the terms hereof, are subject to a perpetual easement recorded in Volume 897, Page 90 of the Deed Records of Montgomery County, Texas. For the purposes hereof, an "A" Lot and the Waterfront Lot to which it is adjacent shall be considered as a single Lot, save and except that the same shall not be construed to allow any structure to be erected, altered, placed or permitted to remain on any "A" Lot.

## ARTICLE II

### Reservations, 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 right-of-ways 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.

Section 7. Declarants reserve for themselves, their heirs, administrators, successors and assigns as well as for the Walden on Lake Conroe Community Improvement Association an easement with full right of ingress and egress over and across each "A" Lot for the purpose of maintaining, repairing, altering or in any way dealing with the existing and any future bulkheading that may be determined necessary by such party. The owner of each "A" Lot is prohibited from in any way altering any bulkheading now or hereafter placed upon or adjacent to any "A" Lot.

### ARTICLE III

#### Use Restrictions

Section 1. Land Use and Building Type. All Lots other than "A" Lots shall be known and described as Lots for single family residential dwellings only (hereinafter sometimes referred to as "Residential Lots"); and no structure shall be erected, altered, placed or permitted to remain on any Residential Lot other than one (1) single family dwelling with 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. Such detached or attached garage and servants' quarters 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. The dwellings shall not exceed a height of thirty-five

(35) feet. As used herein, the term "Residential Purposes" shall be construed to prohibit the use of said Lots 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 purpose. 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. No structure shall be erected, altered, placed or permitted to remain on any "A" Lot except a boat dock as set out in Section 13 herein.

**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 Waterfront Lot, exclusive of open porches, garages and servants' quarters, shall not be less than 2,000 square feet. The total living area of the main residential structure of all other lots shall not be less than 1,800 square feet exclusive of open porches, garages, and servants' quarters. The total living area of the main residential structure of a one and one-half (1½) or a two (2) story dwelling shall not be less than 2,000 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, built-up 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 layout and plans shall have been first approved by the Architectural Control Committee. Such landscaping is to be done in the parkway area and on the front of the Lot at the time the dwelling is being completed and before occupancy.

**Section 5. Building Location.** 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. 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 an interior lot line. No main residential building nor any part thereof shall be located on any interior lot nearer than fifteen (15) feet to the rear lot line. No main residential building or any part thereof shall be located nearer than ten (10) feet to the rear lot line on the

following lots: Lots 3 through 14 in Block J. No main residential building or any part thereof other than a deck as approved by the Architectural Control Committee shall be located nearer than five (5) feet to the rear lot line on the following lots: Lots 15 through 19 in Block I. No main residential building or any part thereof other than a deck as approved by the Architectural Control Committee shall be located nearer than fifteen (15) feet to the rear lot line on the following lots: Lots 2, 20, 21, 22, 23, 34, 35 and 36 in Block I. No main residential building or any part thereof shall be located on Lot 30, 31 and 32 in Block I without the written approval of its location by the Architectural Control Committee. For the purpose of this covenant, eaves, steps and open porches shall not be considered as a part of the building; provided, however, that this shall not be construed to permit any portion of a building on any Lot to encroach upon another Lot. For the purpose of these restrictions, the front of each Lot shall coincide with and be the property line having the smallest or shortest dimension abutting a street. Unless otherwise approved in writing by the Architectural Control Committee, 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.

Section 6. Minimum Lot Area. No Lot shall be resubdivided without the express written approval of the Architectural Control Committee, nor shall any building be erected or placed on any Lot having an area of less than 5,000 square feet; provided however, that nothing contained herein shall be construed to prohibit the resubdivision of any Lot or Lots within the Properties if such resubdivision results in each resubdivided Lot containing not less than the minimum Lot area aforesaid; it being the intention of this restriction that no building plot within the Properties contain less than the aforesaid minimum area. Each "A" Lot is conveyed in conjunction with the Waterfront Lot to which it is adjacent and neither may be transferred or conveyed independent of the other. In the event the Waterfront Lot to which an "A" Lot is adjacent is resubdivided, the minimum area referred to herein shall refer only to the Waterfront Lot and the "A" Lot adjacent thereto must likewise be resubdivided.

Section 7. 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 8. 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 9. 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 10. Oil and Mining Operations.** No oil drilling or development operations, 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 11. 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 12. 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 SEVEN-A, and that such service will be from the electric distribution system to be installed by Gulf States 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 SEVEN-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 States 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 13. Walls, Fences, Hedges, Piers and Bulkheads. No walls or fences shall be erected or maintained nearer to the front of any Lot than the front building line. The rear yards of waterfront lots may not be fenced unless such fence is used to enclose a small patio which is an integral part of the house structure. 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 fences must be approved by the Architectural Control Committee. The Architectural Control Committee may approve the installation of a fence to enclose swimming pools located anywhere on a Lot provided the fence is not visible from the street.

The Owners of Lots 45 through 54, inclusive, in Block 1 shall construct a fence across the full length of the rear property line, which is the property line adjacent to Melville Drive. The fence shall be a six (6) foot high solid fence of a design to be furnished by the Walden on Lake Conroe Architectural Control Committee. Declarants shall build a fence along the common property line of Lots 36 and 37 in Block 1 and the Walden Marina property. The Owners of Lots 37 through 43, inclusive, in Block 1 shall build a fence along the rear property line adjacent to the Walden Marina east parking lot property line. This fence shall be of the same type and design as the fence along the Walden Marina west property line. In the event the fence is not installed by the Owner upon the first to occur of (1) completion of the dwelling or (2) six (6) months after commencement of construction, Declarants or their assigns may, at their option, install the fence and all costs thereof shall be due and payable to Declarants by the Owner of the Lot, upon demand. These fences shall be considered a protective screening.

Any wall, fence or hedge erected as a protective screening on a Lot 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.

No pier, bulkhead, deck, boat lift, ramp or any structure that projects into the water shall be constructed on Lots 19, 19A, 20, 20A, 21A, 22A, 23A, 30A, 31A, 32A, 34, 34A, 35 or 36.

No pier, bulkhead, deck, boat lift, ramp or any structure that projects into the water shall be constructed on any other Lot without written approval of the Architectural Control Committee. No bulkhead, boat lift, ramp or any structure may be higher than an elevation of 206 msl. The Committee will only consider plans and proposals presented to it in writing and will immediately reject any plans for a "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 slightly manner, free of litter, fishing poles, buckets, etc. The above structures must also have the approval of the San Jacinto River Authority.

**Section 14. 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 15. 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 16. 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 into 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 17. 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 18. 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 SEVEN-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 (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 Well, 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 and after fifteen (15) years from the date of this Instrument. 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 Well, 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 Seven-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 Seven-A Association, shall be a member of Walden's Section Seven-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 Seven-A Association. Ownership of such land shall be the sole qualification for membership.

Section 2. Voting Rights. The Walden's Section Seven-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 Well, 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, 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 Non-Profit Corporation Act, and both classes shall vote together upon all matters as one group.

Section 3. Non-Profit Corporation. Walden's Section Seven-A Association, a non-profit corporation, has been organized, and all duties, obligations, benefits, liens and rights hereunder in favor of the Section Seven-A Association shall vest in said corporation.

Section 4. By-Laws. The Section Seven-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 Seven-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 SEVEN-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 SEVEN-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 judgement 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 SEVEN-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 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 judgement of the Association in the expenditure of said funds shall be final and conclusive so long as such judgement is exercised in good faith.

Section 2. Walden's Section Seven-A Association Maintenance Fund. Each Lot in WALDEN ON LAKE CONROE, SECTION SEVEN-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 Seven-A" which maintenance charge and assessment will be paid by the Owner and Owners of each Lot within WALDEN ON LAKE CONROE, SECTION SEVEN-A. The maintenance charge is payable to the Walden's Section Seven-A Association annually in advance or, at the option of the Declarants,

monthly in advance until a dwelling is erected on one Lot, at which time the maintenance is payable in advance annual installments. Every person or entity who is an owner of one or more Lots, shall pay the full assessed rate on each Lot. The rate at which each Lot will be assessed will be determined annually, and may be adjusted from year to year by the Section Seven-A Association as the needs of the subdivision may in the judgement of the Section Seven-A Association require; provided that such assessment will be uniform. The Section Seven-A Association shall use the proceeds of said maintenance fund for the use and benefit of all residents of WALDEN ON LAKE CONROE, SECTION SEVEN-A only.

The uses and benefits to be provided by said Section Seven-A Association shall include, by way of clarification and not limitation and at its sole option, any and all of the followings: maintaining and operating swimming pools, parks, 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 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 judgement of the Section Seven-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 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 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.

Section 3. Approval of Lienholder. Gibraltar Savings Association, chartered under the laws of the State of Texas, the holder of a lien or liens covering WALDEN ON LAKE CONROE, SECTION SEVEN-A, a subdivision in Montgomery County, Texas, join in the execution hereof to evidence its consent hereto, and hereby subordinates the respective lien or liens held by each of them to the provisions hereof.

EXECUTED THIS 19th day of May, A.D., 1980.

  
\_\_\_\_\_  
Jerry H. Dauter, Trustee "Declarant"

  
\_\_\_\_\_  
S. Conrad Well, Jr., Trustee "Declarant"

GIBRALTAR SAVINGS ASSOCIATION

  
Secretary

By:   
Vice President

THE STATE OF TEXAS  
COUNTY OF HARRIS

X  
X

BEFORE ME, the undersigned authority, on this day personally appeared JERRY H. DEUTSER, TRUSTEE, 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 19th  
day of May, A.D., 1980.

Karen Vincent  
Notary Public in and for Harris County,  
Texas

THE STATE OF TEXAS  
COUNTY OF HARRIS

X  
X

BEFORE ME, the undersigned authority, on this day personally appeared S. CONRAD WEIL, JR., TRUSTEE, 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 19th  
day of May, A.D., 1980.

Karen Vincent  
Notary Public in and for Harris County,  
Texas

THE STATE OF TEXAS  
COUNTY OF HARRIS

X  
X

BEFORE ME, the undersigned authority, on this day personally appeared Charles R. 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 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 19th  
day of May, A.D., 1980.

Ingeborg Lovell  
Notary Public in and for Harris County,  
Texas  
INGEBORG LOVELL  
Notary Public in and for Harris County, Texas  
My Commission Expires 2-11-81

THE STATE OF TEXAS  
COUNTY OF MONTGOMERY

X  
X

I, \_\_\_\_\_, 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.

\_\_\_\_\_  
County Clerk of Montgomery County,  
Texas

**AMENDMENT TO RESTRICTIONS**  
**FOR**  
**WALDEN ON LAKE CONROE, SECTION SEVEN-A**

The Restrictions for **Walden on Lake Conroe, Section Seven-A**, (herein “**Restrictions**”) were recorded on May 20, 1980 in the Official Public Records of Real Property of Montgomery County, Texas, under Clerk’s File No. 8017111 and Image Code 019-01-0714.

**WITNESSETH**

WHEREAS, **Walden on Lake Conroe, Section Seven-A**, is a subdivision of real property located in Montgomery County, Texas, according to the map or plat recorded in Cabinet C, Sheet 78, of the official Map Records of Montgomery County, Texas (herein “**Property**” or “**Subdivision**”);

WHEREAS, Texas Property Code, Section 209.0041 (h) gives property owners the right to amend the Restrictions by a vote of the majority of the total votes allocated to the property owners. Specifically, Texas Property Code, Section 209.0041 (h) states, “a declaration may be amended only by a vote of 67 percent of the total votes allocated to property owners entitled to vote on the amendment of the declaration. . . If the declaration contains a lower percentage . . . the percentage in the declaration controls.”

WHEREAS, the Board of Trustees of Walden on Lake Conroe Community Improvement Association, Inc. (the “**Association**”) hereby agrees to this amendment; and

WHEREAS, the Restrictions have been amended by a vote of at least a majority of the total votes allocated to property owners entitled to vote in Section Seven-A of the



Association, thereby approving this Amendment to Restrictions as attested to by the President of the Association below.

NOW THEREFORE, Article III, Section 19 is hereby ADDED as follows:

**Section 19. Additional Rental Restrictions.**

**(A) Definitions.**

- (1) "Lease" and "Leasing" shall refer to the regular, exclusive occupancy of a residence or the Lot 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.

**(B) Leases of Lots Prohibited.** Leasing of residences for terms of less than 180 days, including short-term or vacation rentals, temporary housing, transient housing or for retreat purposes is prohibited.

**(C) Leases Allowed.** However, if the lease or leasing strictly complies with the following terms and conditions, the lease shall be allowed:

- (1) Written Lease. All leases for any Lot and/or residence must be in writing.
- (2) 180-Day Term Minimum. All leases for any Lot and/or residence must be for a term of 180 consecutive days or longer.
- (3) Subject to Governing Documents. All leases are specifically subject to the provisions of this Declaration and all other Governing Documents of the Association;
- (4) Tenant Notice. 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.
- (5) Notice to Association. Within (ten) 10 days of a lease being signed, the Owner of the leased Lot and/or residence shall notify the Association of the lease and provide any additional information the Association or Board may reasonably require.

- (6) 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.
- (7) One Family. It is expressly forbidden to rent or lease an Owner's Lot and/or residence to more than one single family.
- (8) Signs. No signs shall be posted on the Lot and/or residence, on any other place within the subdivision, on Common Area, or on any right-of-way adjacent to the subdivision, advertising the availability of the 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.
- (9) Lease Term. The minimum term for which the Lot and/or residence may be leased is 180 consecutive days. There is no maximum term.
- (10) Number of Guests. The occupancy of the leased Lot or residence shall not exceed the number of persons reasonably set by the Board. No additional visitors are permitted.
- (11) Parking. Renters are not permitted to have more vehicles parked at or near the Lot or residence at any one time as may be reasonably determined by the Board. Renters are not permitted to park on any Common Areas or Green Space except in the normal course of using such property as intended. Renters are not permitted to park on any other Lot or residence driveway without written permission of the Owner.
- (12) Quiet Enjoyment. Renters shall not disturb the quiet enjoyment of the Subdivision as that may be reasonably defined by the Board.
- (13) Respect Other Property. Renters shall respect the privacy and the property of the Owners in the Subdivision which includes not going onto other Lots, not going into other residences, garages, outbuildings or boat docks, and not using the personal property of Owners without their written permission.

(D) **Permits**. To offset the cost of enforcement of these rental rules and

regulations, the Board may establish a conditional use permit for all Owners seeking to rent his or her Lot and/or residence for amounts and for such terms as the Board in its absolute discretion may reasonably set which may include revocation of permit.

(E) **Liability.** Each Owner leasing his or her Lot and/or residence is solely and/or jointly and severally liable along with Renter for the conduct of the Renter as well as any damage to Common Areas or real or personal property of other Owners caused by the Renter and Renter's guests.

(F) **Notice of Violations.**

- (1) Upon learning of any violation of rental policies as stated in the Declaration or Governing Documents, the Association will call and email the Owner to apprise them of the violation and the time and date of the reported violation. The Owner is responsible for providing a current phone number and email address for this use.
- (2) The Association will provide informal notice to the Owner within a reasonable period of time to remedy the purported violation by the Renters before taking any action such as sending formal notice under the Texas Property Code Section 209.006. Depending on the nature of the purported violation, this informal notice to the Owner could be as little as a couple of hours to days. This provision does not alleviate an Owner from taking measures to prevent violations by Renters or curing violations an Owner is aware of.

(G) **Enforcement.** In addition to the enforcement powers stated in the Declaration and the Governing Documents, the Board may establish policies specifically to deal with violations of rental rules and regulations including but not limited to fines for violations and forfeiture of any monies deposited to secure compliance with this Declaration and the Governing Documents.

(H) **Additional Rules.** The Board may adopt Rules and Regulations governing leasing and subleasing in accordance with this section on "Additional Rental Restrictions" 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/or the Renters, 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.

(I) **Business.** Leasing of a 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." 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.

Nothing herein is intended to alter, modify or amend the The Restrictions except as specifically provided hereinabove.

#### CERTIFICATION

I, the undersigned, am the duly elected and acting President of WALDEN ON LAKE CONROE COMMUNITY IMPROVEMENT ASSOCIATION, INC., a Texas non-profit corporation, and I hereby certify:

That the within and foregoing AMENDMENT TO RESTRICTIONS FOR WALDEN ON LAKE CONROE, SECTION SEVEN-A, was properly adopted as of the 15<sup>th</sup> day of September, 2023, by a vote of at least a majority of the total votes allocated to property owners entitled to vote in Walden on Lake Conroe, Section Seven-A, and that the same, together with the Restrictions, do now constitute the Restrictions for said Properties.

IN WITNESS WHEREOF, we have executed this Amendment to Restrictions to be effective as of the 15<sup>th</sup> day of September, 2023.

Kathleen Ringwald

(Signature)

Kathleen Ringwald

(Print Name)

President, Walden Section 7A

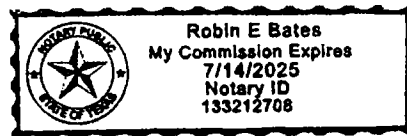
THE STATE OF TEXAS §

COUNTY OF MONTGOMERY §

This instrument was acknowledged before me, on the 15<sup>th</sup> day of September, 2023, by Kathleen Ringwald, President of the Board of Directors of **Walden on Lake Conroe Community Improvement Association, Inc.**, a Texas Non-Profit Corporation.

Robin Bates

NOTARY PUBLIC IN AND FOR  
THE STATE OF TEXAS



**E-FILED FOR RECORD**

09/20/2023 02:20PM



*L. Brandon Steinmann*

County Clerk,  
Montgomery County, Texas

STATE OF TEXAS,  
COUNTY OF MONTGOMERY

I hereby certify that this instrument was e-filed in the file number sequence on the date and time stamped herein by me and was duly e-RECORDED in the Official Public Records of Montgomery County, Texas.

**09/20/2023**



*L. Brandon Steinmann*

County Clerk,  
Montgomery County, Texas