

THE STATE OF TEXAS                   s  
COUNTY OF HARRIS                   s

KNOWN ALL MEN BY THESE PRESENTS

That LAKESIDE VENTURE, a joint venture composed of First General Realty Corporation and Joventex Corporation, both Texas corporations, acting herein, respectively, by and through their hereunto duty authorized officers (hereinafter called “the Grantor”), for and in consideration of TEN DOLLARS (\$10) and other good and valuable consideration cash this day in hand paid by C.W. PRIESS and CHARLES R. MARTIN, residents of Harris County Texas ( hereinafter collectively called “the Grantees”), the receipt and sufficiency of which consideration are hereby confessed and acknowledged, has GRANTED, BARGAINED, SOLD and CONVEYED, and by these presents, does GRANT, BARGAIN SELL and CONVEY, unto the Grantees all the following described real property and premises situated in Harris County, Texas:

All that certain tract of land containing 24.476 acres of land, more or less, acres of land, more of less, situated in the C. Williams Survey, abstract no. 834, and the H.K. Lewis Survey, Abstract No. 42, Harris County, Texas, and, in part, constituting all of Reserve “A” in LAKESIDE PLACE, SECTION, FOUR, a subdivision in Harris County, Texas, according to the map or plat thereof recorded in Volume 224, Page 109, Map Records of Harris County, Texas, and such 24.476-acre tract of land being described by meters and bounds, as follows:

BEGINNING at the southwest corner of the aforementioned Reserve “A” of Lakeside Place, Section Four, same being the intersection of the northerly right-of-way line of Highgrove Drive ( a right-of-way 60 feet in width) and the easterly right-of-way line of Kirkwood Drive (a right-of-way 100 feet in width), same being on the northerly end of a 10 foot cutback and on the arc of a curve to the left;

THENCE in a northeasterly direction along the easterly right-of-way line of Kirkwood Drive and along the arc of said curve to the left having a radius of 2050.00 feet and subtending a central angle of 22° 20’ 18” a distance of 799.25 feet to a point;

THENCE N 84° 31’ 11” E, a distance of 925.55 feet to a point on the westerly boundary line of Lakeside Place, Section Three, a subdivision according to the map thereof recorded in Volume 224, Page 100 of the Harris County Map Records, said point also being on the arc of a curve to the left;

THENCE in a southeasterly direction along the westerly boundary line of said Lakeside Place, Section Three, and along the arc of said curve to the

left having a radius of 465.00 feet and subtending a central angle of 35° 43' 19" a distance of 289.91 feet to the point of tangency of said curve;

THENCE S 34° 51' 52" E, along said westerly boundary line of Lakeside Place, Section Three, a distance of 425.00 feet to the point of curvature of a curve to the right;

THENCE continuing in a southeasterly direction along the westerly boundary line of said Lakeside Place, Section Three, and along the arc of said curve to the right having a radius of 750.00 feet and subtending a central angle of 17° 30' 00" a distance of 229.07 feet to a point on the northerly right-of-way line of Highgrove Drive for corner;

THENCE along the northerly right-of-way line of Highgrove Drive The following:

- (1) S 72° 38' 08" W, a distance of 369.50 feet to the Point of curvature of a curve to the right;
- (2) In a southwesterly direction along the arc of said Curve to the right having a radius of 1570.00 feet And subtending a central angle of 05° 48' 04" a Distance of 158.966 feet to the point of tangency of said curve;
- (3) S 78° 26' 12" W, a distance of 60.82 feet to the point of curvature of a curve to the right;
- (4) In a northwesterly direction along the arc of said curve to the right having a radius of 1310.00 feet and subtending a central angle of 29° 18' 13" a distance of 669.99 feet to the point of tangency of said curve;
- (5) N 72° 15' 35" W, a distance of 201.98 feet to a point; and
- (6) N 27° 38' 18" W, a distance of 14.23 feet

To the PLACE OF BEGINNING and containing 24.476 acres of land, more or less.

(The hereinabove described 24.479-acre tract is hereinafter called "the Subject Tract.")

This Deed is executed by the Grantor and accepted by the Grantees subject to the following matters (hereinafter called "the Existing Encumbrances"), to the extent and only to the extent the Existing Encumbrances are now or may hereafter be validly existing and enforceable in relation to those portions of the Subject Tract affected by the Existing Encumbrances:

- (1) That certain undivided one-third-second ( $1/32^{\text{nd}}$ ) non-participating royalty interest in and to all the oil, gas and other minerals as reserved in Deed recorded in Volume 1200, Page 650, Deed Records of Harris County, Texas,
- (2) That certain undivided one-third-second ( $1/32^{\text{nd}}$ ) non-participating royalty interest in and to all the oil, gas and other minerals on, in, under or that may be produced from a 290-acre tract in the C. Williams Survey, reserved for a period of ten years, or as long as production is being had, in Deed recorded in Volume 2356, page 147, and in Volume 2356, page 171, Deed Records of Harris County, Texas,
- (3) That certain undivided one-third-second ( $1/32^{\text{nd}}$ ) non-participating royalty interest in and to all the oil, gas and other minerals as reserved in Deed recorded in Volume 1060, Page 29, Deed Records of Harris County, Texas,
- (4) That certain undivided three/sixty-fourths ( $3/64\text{s}$ ) non-participating royalty interest in and to all the oil, gas and other minerals as reserved in Deed recorded in Volume 2247, Page 209, Deed Records of Harris County, Texas,
- (5) The building lines along the southerly and westerly boundary lines, respectively, of the portion of the Subject Tract within Reserve A of Lakeside Place, Section 4, as set forth in the Map or plat recorded in Volume 224, page 109, of the Map Recorded in Volume 224, page 109, of the Map Records of Harris County, Texas,

The Grantor, by its execution hereof, and the Grantees, by their acceptance hereof, do hereby impose upon the subject Tract the following covenants and agreements, which shall constitute and be deemed to be covenants running with the land inuring the benefit of and being enforceable by the Grantor the owner of those lands in the C. Williams Survey, Abstract No. 834, and the H.K. Lewis Survey, Abstract No. 42, Harris County, Texas, presently held of record in the name of the Grantor, and its ventures, but not to the benefit of or enforceable by any other successor or assign, as owner or owners of all or portions of such lands or otherwise, and binding and enforceable against the Grantees, their heirs, successors and assign, as owners of all or any part of the Subject Tract, all for a term of twenty (20) years from and after the date of this Deed:

- (1) No use shall be made of the Subject Tract or any part thereof except as a single family residential subdivision with a density of not more than four and one-half (4-1/2) dwelling units per gross acre contained in the Subject Tract.
- (2) The Subject Tract shall be platted, subdivided and improved as Lakeside Place Section VI, substantially in accordance with preliminary plat prepared by Williams & Crawford, Inc., dated May, 1976 ( a copy initialed by each the Grantor and the Grantees being in the possession of each the Grantor and the Grantees) with such changes and modifications thereto which may be first approved in writing by the Grantor whose approval shall not be unreasonably withheld if such changes or modifications shall have been recommended by Williams & Crawford, Inc., and have been duly approved by the City Planning Commission of the City of Houston (or such agency which may succeed generally to the functions of such City Planning Commission).
- (3) The Grantees shall, prior to the conveyance by them of all or any part of the Subject Tract, impose upon all the Subject Tract, as Subdivided under the covenant contained in Paragraph (2) hereinabove, those reservations, restrictions covenants, easements and charges substantially in form of those set out in that certain instrument entitled "RESTRICTIONS" attached hereto as Exhibit A and made a part hereof, with only such changes or modifications thereto as may be first approved in writing by the Grantor whose approval shall not be unreasonable withheld, and
- (4) The Subject Tract shall not be subdivided in whole or in part nor shall any reservations, restrictions, covenants, easements or charges for maintenance fund be imposed upon all or any part of the Subject Tract without, in each instance, the prior written approval of the Grantor, which approval the Grantor agrees not to unreasonably withhold.

The Covenants and agreements set forth in Paragraphs (1), (2), (3), and (4) hereandabove shall not be deemed or construed to reserve any right, benefits, cause or remedy in favor of any party other than the Grantor and its Ventures and no such right, benefit, cause or remedy may be transferred or assigned by Grantor other than to its Ventures, but upon and after the subdivision of the Subject Tract as contemplated under Paragraph (2) hereinabove and the recordation of the instrument entitled "RESTRICTIONS" in form attached hereto as Exhibit A (with such changes as the Grantor may first approve in writing) as contemplated under Paragraph (3) hereinabove, such reservations, restrictions, covenants, easements and charges so imposed by the

Grantees shall be deemed to inure to the benefit of and be enforceable at law or in equity not only by the Grantor and its venture's but also to such of the Grantor's successors-in-interest, as owners of portions of the lands now owned of record by the Grantor and located within the C. Williams Survey, Abstract 824, the H.K. Lewis Survey, Abstract 42, and the Fort Smith Survey, Abstract 1307, Harris County, Texas to whom the Grantor may expressly grant and assign such benefit and right to enforce.

Any plat or other instrument calling for the approval of the Grantor under Paragraphs (1), (2), (3) or (4) hereinabove shall be submitted to the Grantor by hand delivery to Mr. Gavin Parrish or Mr. Dan Sherrill or such other person as may be designated in writing by the Grantor ( or to the office of any one said persons ) at First General Realty Corporation, 1929 Allen Park Way, Houston, Texas. Written notice of approval or disapproval shall be given to Grantees by hand delivery to either of the Grantees or to their office at 3303 Mercer Street, Houston, Texas (77027), within thirty (30) days after such submission to the Grantor. In the event, however, the Grantees shall not be advised in writing of the determination by the Grantor within thirty (30) days after the date of such delivery to the Grantor, the Grantor shall be presumed and shall be deemed to have approved such plat or other instrument. In the event the presumption under the preceding sentence shall become applicable, the Grantor agrees to execute promptly upon request by the Grantees an instrument in recordable form establishing such presumed approval with the same effect as if the Grantor had approved affirmatively the plat or other instrument involved.

TO HAVE AND TO HOLD the Subject Tract, together with all and singular the rights and appurtenances thereto in anywise belonging subject to the Existing Encumbrances (to the extend hereinabove prescribed) and to the restrictions and covenants hereinabove provided for, unto the Grantees, their respective heirs and assigns, forever; and subject to such Existing Encumbrances and to such restrictions and covenants, the Grantor does bind itself, its successors and assigns TO WARRANT AND FOREVER DEFEND all and singular the Subject Tract unto the Grantees, their heirs and assigns against every person whomsoever lawfully claiming or to claim the same or any part thereof.

Ad valorem taxes have been prorated as of the date hereof with the Grantor's having remitted to the Grantees the amount equal to the accrued portion of such taxes and with Grantees' assuming and agreeing to pay such ad valorem taxes for the current year.

EXECUTED this 20<sup>th</sup> day of September, 1976.

LAKESIDE VENTURE  
By: First General Realty Corporation,  
By: \_\_\_\_\_  
Vice President

ATTEST: \_\_\_\_\_

Secretary

And

Joventex Corporation

By: \_\_\_\_\_  
Secretary

ATTEST: \_\_\_\_\_  
Secretary

THE STATE OF TEXAS x

COUNTRY OF HARRIS x

BEFORE ME, the undersigned authority, on this day personally appeared \_\_\_\_\_, vice President of FIRST GENERAL REALTY CORPORATION, a corporation, known to me to be the person whose name is subscribed to the foregoing instrument, and acknowledge to me that he executed the same for the purpose and consideration therein expressed, in the capacity therein stated, and as the act and deed of said corporation.

GIVEN under my hand and seal of office this the 20th day of September, 1976

Notary Public in and for  
Harris County, Texas

THE STATE OF TENNESSE        x

COUNTY OF DAVIDSON        x

BEFORE ME, the undersigned authority, on this day personally appeared \_\_\_\_\_, secretary of JOVENTEX CORPORATION, a corporation, known to me to be the person whose name is subscribed to the foregoing instrument, and acknowledge to me that he executed the same for the purpose and consideration therein expressed, in the capacity therein stated, and as the act and deed of said corporation.

GIVEN under my hand and seal of office this the 22<sup>ND</sup> day of September, 1976.

Notary Public in and for  
Davidson County, Tennessee

RESTRICTIONS

THE STATE OF TEXAS x

KNOEN ALL MEN BY THESE PRESENTS:

COUNTY OF HARRIS x

WHEREAS, C. W. PRIESS and CHARLES R. MARTIN, hereinafter collectively called "P/M" (whether one or more), being owners and \_\_\_\_\_, being leinholder of that certain \_\_\_\_\_ acre tract of land which has been heretofore platted and subdivided into that certain subdivision known as Lakeside Place Section VI, according to a plat filed of record in the office of the clerk of Harris County, Texas, in Volume \_\_\_\_\_, at Page \_\_\_\_\_ of the Map Records do hereby establish, adopt and promulgate the following reservations, restrictions, covenants, and easements to apply uniformly to the use, occupancy and conveyance of all lots in said Lakeside Place Section VI (described below), for the benefit of the present and future owners of said lots and the Lakeside Place Community Association, Inc.:

(Reference to Lots and Blocks as subdivided);

as well as for the benefit of Lakeside Venture, a joint venture composed of First General Realty Corporation and Joventex Corporation ( hereinafter sometimes called "L/V"), as hereinafter provided.

1. **Single Family Residential Construction**

No building shall be erected, altered or permitted to remain on any lot other than one detached single family residential dwelling not to exceed two and one-half (2-1/2) stories in height and a private garage for not more than three (3) cars and bone fide servants quarters which structures shall not exceed the main dwelling in height and which structures 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. Carports will not be allowed unless specifically approved by the Architectural Approval Committee.

2. **Architectural Control**

No buildings or Improvements of any character shall be erected or placed or the erection begin, or changes made in the design thereof after original construction, on any lot until the construction plans and specifications and a plot plan showing the location of the structure or improvements has been submitted to and approved by the Architectural Control Committee consisting of \_\_\_\_\_, \_\_\_\_\_ and \_\_\_\_\_, or its assignee hereinafter provided for as to compliance with these restrictions as to qualify of material, harmony of external design with existing and proposed structures and is to location with respect to topography and finish grade elevation. In the event the Committee fails to approve or disapprove within thirty (30) days after the receipt of the required documents, approval will not be required and the related covenants set out herein shall be deemed to have been fully satisfied. The powers, duties and functions of such committee hereunder, including specifically and not by way of limitation, the right to approve or disapprove plans and specifications, location of structures, construction contracts and all other documents of approvals required to be submitted to it to the Lakeside Place Community Association. Inc., when one hundred (100) percent of all the lots in Lakeside Place, Section V1 shall be sold and improvements shall be completed and occupied by residents.

3. **Square Footage and Masonry Requirements**

The living area on the ground floor of the main structure exclusive of open porches and garage shall not be less than two thousand one hundred (2,100) square feet for one story dwelling not less than one thousand three hundred (1,300) square feet for a dwelling of more than one story, except in the case of lots (insert reference to Lots in Block facing Kirkwood Drive) said minimums shall be one thousand eight hundred (1,800) and one thousand three hundred (1,300) square feet, respectively. The total living area for a multi-story dwelling shall be not less than two thousand two hundred fifty (2,250) square feet. The exterior materials of the main residential structure including garages if attached, shall be not less than fifty-one percent (51%) masonry. Detached garage may be of wood.

4. Location of the Improvements Upon the Lot

No building or other improvements, except as preciously defined in these restrictions, shall be located on any lot nearer to the front line or nearer to the street side line than the minimum building set back line shown on the recorded plat. Subject to the provision of Paragraph 5, so building shall be located nearer than five (5) feet to an interior; lot line except that a garage or other permitted accessory building located seventy five (75) feet or more from the front property line may be a minimum distance of three (3) feet from an interior lot line. no less than fifteen (15) feet from the rear property line. Subject to the provisions of paragraph 5, no building shall be located nearer than five (5) feet to an interior lot line except that a garage or other permitted accessory building located seventy five (75) feet or more from the front line may be minimum distance of three (3) feet from an interior lot line. No garage located closer than 60 feet to the front property line shall face or open at less than a ninety degree (90) angle of the front property line. For the purposes of this covenant eaves, steps and unroofed terraces shall not be considered as part of a building provided however, that this shall not be constructed to permit any portion of the construction on a lot to encroach upon another lot.

5. Composite Building Site

Any owner of one or more adjoining lots or portions thereof may consolidate such lots or portions one building site with the privilege of placing or constructing improvements on such resulting site which case setback lines shall be measured from the resulting side of property lines rather than from the lot lines as indicated on the recorded plat. Any such composite building site must have a frontage at the building setback line of not less than the minimum frontage of the lots in the same block.

6. Utility Easement

Easements for installation and maintenance of utilities are reserved as shown and provided for on the recorded plat and no structure shall be erected upon any of said easements. Neither P/M nor any utility company using the easements shall be liable for any damage done by wither or them or their assigns, agents, employees or servants to shrubbery, trees, flowers or improvements located on the land covered by said easement.

7. Prohibition of Offensive Activities

No activity, whether for profit or not, shall be carried on any lot which is not related to single family residential purposes. No noxious or offensive activity of any sort shall be permitted nor shall anything be done on any lot which may be or become an annoyance of a nuisance to the neighborhood. P/M or its assigns, may maintain, as long as it owns property in Lakeside Place , SectionV1, in or upon such portions of the property as P/M determines, such facilities as in its sole discretion may be necessary or convenient in construction with its development, building and sales activities within such subdivision, and including, but without limitations to offices, storage areas, model units and signs.

8. Use of Temporary Structures

No structure of a temporary character, trailer, basement, tent, shack, garage, barn or other outbuilding shall be used on any lot at any time as a residence. Temporary structures used as building offices and for other related purposes during the construction period must be inconspicuous and slightly.

9. Storage of Automobiles, Boats, Trailer and Other Vehicles

No boat trailers, boats, travel trailers, inoperable automobiles, campers, or vehicles of any kind are to be Semi-permanently or permanently store 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 within the garage or behind a fence which encloses the rear of the lot..

10. Mineral Operations

No oil Drilling, oil development operations, oil refining, quarrying or mining operations of any Kind shall be permitted upon or in any lot, not shall any wells, tanks, tunnels, mineral excavation, or shafts be permitted upon or in any lot. No derrick or other structures designed for the use in boring for oil or natural gas shall be erected maintained or permitted upon any lot.

11. Animal Husbandry

No animals, livestock or poultry of any kind shall be raised, bred or kept on any lot except that dogs, cats or other common household pet ( limited to two (2) of each type) may be kept provided that they are not kept, bred or maintained for commercial purposes.

12. Walls, Fences and Hedges

No walls, fence or hedge in excess of three (3) feet in height shall be erected or maintain nearer to the front lot line than the wall of the dwelling existing on such lot. No side or rear fence, wall or hedge shall be more than six (6) feet high. No chain link or wire fence type construction will be permitted on any lot. Any wall, fence or hedge erected as a protective screening on a lot by P/M shall pass ownership with title to property and it shall be owner's responsibility to maintain said protective screening thereafter.

13. Visual Obstructions at the Intersection of Public Streets

No object or thing which obstructs site lines at elevations between two (2) feet and six (6) feet above the roadways within the triangular area formed by the intersecting street property lines and a line connection them at points twenty – five (25) feet from the intersection of the street property to remain on any corner lots.

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 the accumulation of garbage, trash or rubbish of any kind thereon and shall not burned (except 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 parts 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 First or its assignee shall without liability to the owners or occupant in trespass or otherwise enter upon said lot or cause to be cut such weeds and grass, 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 any 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 occupation of the property to pay such statement immediately upon receipt of thereof.

15. Signs, Advertisement, Billboards

No sign, advertisement or billboard or advertising structure of any kind other than a normal "For Sale" sign not exceeding six (6) square feet may be erected or maintained on any lot in said subdivision with the exception of First right as such out in paragraph 7. First or its assignee will have the right to remove any such sign. Advertising or billboard or structure which is placed on said lot and in so doing shall not be subject to any liability of trespass or other sort in the connection therewith or arising with such removal.

16. Roofing Materials

The roof of any building shall be constructed or covered with wood shingles. Any other type roofing material shall be permitted only at the sole discretion of the Architectural Control Committee upon written request.

17. Maximum Height of Antennae

No radio or television aerial wires or antennae shall be erected or maintained on any portion of any residential lot forward of the front of the residential structure on said lot nor shall any antennae be remitted to extend ten (10) feet above the roof of the structure on said lot. Free standing antennas shall be permitted provided said antennae are located behind the rear will of the main residential structures and are attached to the main structure. No radio or television antennae shall be erected on a wooden pole

18. Sidewalks

Before the dwelling unit is completed and occupied, the lot owner shall construct a concrete sidewalk four (4) feet in width parallel to the street curb four (4) feet back from the curb and shall extend it the full width of the lot, from property line to property line, Owners of corner lots shall install a sidewalk parallel to the front lot line and the side street lot line to the back property line.

19. Underground Electric Services

An underground electrical distribution system will be installed in Lakeside Place Section VI, and said underground system will service the area which embraces all of the lots which are platted in Lakeside Place Section VI. In the event that there are constructed, within the underground residential subdivision, structures containing multiple dwelling units such townhome, duplexes or apartments. Then the underground service area embraces all of the dwelling units involved. The owner of each lot containing a single dwelling unit, or in the case of multiple dwelling unit structure, the Owner/Developer, shall, at his or its own cost, furnish, install, own and maintain (all in accordance with the requirements of local government authorities and the National Electrical Code) the underground service cable and appurtenances from the point of the electric companys' metering at the structure to the point of attachment at such company's installed transformers or energized secondary junction boxes, such point to attachment to be made available by the electric company at a point designated by such company at the property line of each lot. The electric company furnishing service shall make the necessary connections at said point of attachment and at the meter. P/M has either designation on the plat of the subdivision or by separate instruments

granted necessary easements to the electric company providing for the installation, maintenance and operation of its electric distribution systems and has also granted to the various homeowners reciprocal easements providing for access to the area occupied by and centered on the service wires of the various homeowners to permit installation, repair and maintenance of each homeowner's owned and service installed service wires. In addition, the owner of each lot containing a single dwelling unit, or in the case of a multiple dwelling unit structure the Owner / Developer shall, at his own cost, furnish, install, own and maintain a meter loop (in accordance with the then current standards and specifications of the electrical company furnishing service) for the location and installation of the meter of such electric company for each dwelling unit involved. For so long as underground service is maintained in the underground residential subdivision, the electric service to each dwelling, unit therein shall be underground, uniform in character and exclusively of the type known as single phase, 240/120 volt, three wire, 60 cycle, alternating current.

The electric company has installed the underground electric distribution system in the underground residential subdivision at no cost to P/M (except for certain conduits, where applicable, and except as hereinafter provided), upon P/M representation that the underground residential subdivision is being developed for residential dwelling units, including homes, and if permitted by the restrictions applicable to such subdivision, townhome, duplexes and apartment structures, all constructed (such category of dwelling units expressly to exclude mobile homes) which are built for sale or rent and all of which multiple dwelling unit structures are wired so as to provided for separate metering to each dwelling unit. Should the plans of P/M or the lot owners in the underground residential subdivision be changed so as to permit the erection therein of one or more mobile homes, the electric company shall not be obligated to provide electric service to any such mobile home unless (a) P/M/Developer has paid to the electric company an amount representing the excess in cost, for the entire underground residential subdivision, of the underground distribution system over the cost of equivalent overhead facilities to serve such subdivision, or (b) the owner of each affected lot, or the applicant for service to any mobile homes, shall pay to the electric company the sum of (1) \$1.75 per front lot foot, it having been agreed that such amount reasonable represents the excess cost of the underground distribution system to serve such lot or dwelling unit over the cost of equivalent overhead facilities to serve such lot or dwelling unit plus (2) the cost of rearranging, and adding any electric facilities serving such lot, which arrangement and/or addition its determined by the electric company to be necessary. Nothing in this paragraph is intended to exclude single metered service to apartment projects under the terms of separate contract.

The provisions of the two preceding paragraphs also apply to any future residential development in Reserve (s), if any, shown on the plat of Lakeside Place Section VI, as such plat exists at the execution of the agreement for underground electric service between the electric company and P/M or thereafter. Specifically, but not by way of limitations, if a lot owner in any former Reserve undertakes some action which would have invoked the above per front lot foot payment if such action had been undertaken in the Underground Residential Subdivision, such owner or applicant for service shall pay the electric company \$1.75 per front lot foot, unless P/M / Developer has paid the electric company as above described. The provision of the two preceding paragraphs do not apply to any future nonresidential development in such Reserve (s).

Any references to "multiple dwelling unit," "mobile homes,," "apartments structure" and like terms in this Paragraph 19 are inserted at the instance of the electric company and nothing herein shall be deemed by implication or otherwise to permit the construction, use or enjoyment of any structure except as permitted under Paragraphs 1 through 5, inclusive, and 7 through 9, inclusive.

20. The Lakeside Place Community Association

Definitions :

- a) "Association" shall mean and refer to Lakeside Place Community Association, Inc.. Its successors and assigns. The association has the power to collect and disburse those maintenance assessments as described in Paragraph 21.

b) "AOwner" Shall mean and refer to the record owner, whether One or more persons or entities of a fee simple title to any lot which is a part of the properties including contract sellers but extending those having such interests merely as security for the performance of an obligated.

c) AProperties shall mean and refer to the certain real property hereinbefore described and such additions thereto as may hereafter be brought within the jurisdiction of the Association.

d) ACommon Area shall mean and refer property owned by by the Association for the common use and enjoyment of the owners. The Common Area to be owned by the Association at the time of the Conveyance of the first lot is described as follows:

Reserve "A" and "B" of Lakeside Place Section 1, as described in Plat of record in Volume 190, Page 48, Map Records of Harris County, Texas.

e) ALot shall mean and refer to any plot of land shown upon any recorded subdivision map of the Properties with the exception of the Common Area and Reserves.

21. Maintenance Assessment

P/M hereby imposes on each lot within the properties, and the owner of each lot, whether or not it shall be so expressed in a deed. Is deemed to covenant and agree to pay to the Association the following: (1) Annual assessments or charge to be established and collected as hereinafter provided, and (2) special assessment for capital improvements. The annual and special assessments, together with interest, cost and reasonable attorneys fees shall be a charge on the land and shall be secured by a lien upon the property against which each such assessment is made. Each such assessment together with interest cost and reasonable attorney fees, shall also be the personal obligation of the person who was the owner of such lot at the time when the assessment fell due. Appropriate recitations in the deed conveying each lot will evidence the retention of a vendor's lien by the P/M for the purpose of security payment of said charge assigned to the Lakeside Place Community Association, Inc., without recourse on P/M in any manner for the payment of said charge and indebtedness.

22. Purpose of Assessments

The assessments levied by the Association shall be used exclusively to promote the recreation, health, safety and welfare of the residents in the properties and for the improvement and maintenance of the Common Area. The proceeds of regular annual or special assessments shall not be used to reimburse P/M or its successors or assigns, for any capital expenditures incurred in construction or other improvements of common facility, nor for the operation or maintenance of such facilities incurred prior to conveyance unencumbered to the Association.

23. Maximum Annual Assessments

Until January 1 of the year immediately following the conveyance of the first lot to an Owner, the maximum annual assessment shall be ONE HUNDRED EIGHTY DOLLARS (\$180.00) per lot.

(A) From and after January 1 of the year immediately following the conveyance of the first lot to Lakeside Place Section VI to an Owner, the maximum annual assessment may be increased by the Board of Directors.

(B) From and after January 1 of the year immediately following the conveyance of the first lot in Lakeside Place Section, VI to an Owner, the maximum annual assessment may be increased as needed, by a vote of two-thirds (2/3) of each class of members who are voting in person or by proxy, at a meeting duly called for this purpose

24. Special Assessments for Capital Improvements

In addition to the annual assessments authorize above, the Association may levy, in any assessment yet, a special assessment applicable to that year only, for the purpose of defraying, in whole or in part, the cost of any construction, reconstruction, repair or replacement of a capital improvement upon the Common Area, including fixtures and personal property related thereto. Any such assessment shall have the prior approval of two-thirds of the votes of each class of members who are voting in person or by proxy at a meeting duly called for this purpose.

25. Owner=s Easement of Enjoyment

Every owner shall have a right and easement of enjoyment in and to the Common Area which shall be appurtenant to and shall pass with the title to every lot subject to the following provisions:

(A) The right of the Association to charge reasonable admission and other fees for the use of any recreational facility situated upon the Common Area.

(B) The right of the Association to suspend the voting rights and the right to use of the recreation facility by an owner for any period during which any assessment against his lot remains unpaid: and for a period not to exceed sixty (60) days for each infraction of its published rules and regulations.

(C) The right of the Association to dedicate or transfer all or any part of The Common Area to any public agency, authority or utility for such purposes and subject to such conditions as may be agreed to by the members. No such dedication or transfer shall be effective unless an instrument signed by two-thirds of each class of the members agreeing to such dedication or transfer has been recorded.

(D) The right of the Association to collect and disburse those funds as set forth in paragraph 21.

26. Delegation of Use

Any owner may delegate in accordance with the by-laws of the Lakeside Place Community Association, his right of enjoyment to the Common Area and facilities to the members of his family, his tenants or contract purchasers who reside on the property

27. Membership and Voting Rights

Every owner of a lot which is subject to assessment shall be member of the Association. Memberships shall be appurtenant to and may not be separated from ownership of any lot which is subject to assessment. The Association shall have two classes of voting membership.

**Class A.** Class A members shall be all owners with the exception of P/M or L/V and shall be entitled to one vote for each lot owner. When more than one person holds an Interest in any lot, all such persons shall be members. The vote of such lot shall be exercised as they among themselves determine, but in no event shall more than one vote be cast with respect to a lot.

**Class B** Class B members shall be P/M or L/V and Their respective successors and assigns if such successors or assigns should acquire more than one undeveloped lot from P/M for the purpose of constructing single families residential dwellings.

Class B membership shall be entitled to four votes each Lot owned. The Class B membership shall cease and be Converted to Class A membership on the happening of either of The following events:

(1) When the total votes outstanding in Class A membership equal the total votes outstanding in Class B membership including duly annexed areas, but subject to further cessation in accordance with the limitations set forth in this paragraph; or (2) on January 1 or 1981.

28. Rate of Assessments

All lots in Lakeside Place Section VI shall commence to bear their applicable maintenance fund assessment simultaneously and lots owned by P/M are not exempt from assessment, lots which are occupied by residents shall be subject to the annual assessment determined by the Board of Directors ( according to Paragraphs 24 and 29). Lots which are not occupied by a resident and which are owned by P/M, a builder, or a building company shall be assessed at the rate of one-half (1/2) of the annual assessment referred to above. The rate of assessment for an individual lot, within a calendar year, can change as the characters of ownership and the status of occupancy by a resident changes. The applicable assessment for such a lot shall be prorated according to the rate required of each type of ownership.

29. Date of Commencement of Annual Assessments

Due Dates. The annual assessments provided for herein shall commence as to all lots in Lakeside Place Section VI when the first lot is deemed by P/M. The first annual assessment shall be adjusted according to the number of months remaining in the calendar year. The board of Directors shall fix the amount of the annual assessment against each lot at least thirty (30) days in advance of each annual assessment period. Written notice of the annual assessment shall be sent to every Owner subject thereto. The Due Dates shall be established by the Board of Directors. The Association shall, upon demand, and for a reasonable charge, furnish a certificate signed by an officer of the Association setting forth whether the assessments on a specific lot have been paid.

30. Effect of Non-Payment of Assessments

Remedies of the Association. Any assessment not paid within thirty (30) days after the due date shall bear interest from the due date at the rate of ten percent (10%) per annum. The Association may bring an action at law against the owner personally obligated to pay the same or foreclose the lien against the property. No owner may waive nor otherwise escape liability for the assessments provided for herein by non-use of the Common Areas or abandonment of his lot.

31. Subordination of Lien

The lien of the assessment provided for herein shall be subordinate to the lien of any first mortgage. The sale or transfer of any lot shall not affect the assessment lien. However the sale or transfer of any lot pursuant to mortgage foreclosure or any proceeding in lien thereof, shall extinguish the lien of such assessments as to payments which become due prior to such sale or transfer. No sale or transfer shall relieve such lot from liability of any assessment thereafter becoming due or from the lien thereof.

32. Enforcement

The Association or any owner shall have the right to enforce by any proceeding at law or in equity all restrictions, conditions, covenants, restrictions, liens and charges now or hereafter imposed by the provisions of these deed restrictions. Failure by the Association or by any owner to enforce any covenant or restrictions herein shall in no event be deemed a waiver of the right to do so thereafter. L/V ( as owner of lands situated in the vicinity of Lakeside Place Section VI, now owned by L/V), its ventures and those successor-in-interest of L/V to whom such right shall be expressly assigned, shall also have and are hereby expressly granted the right to enforce by any proceedings at law or in equity all such restrictions , conditions, covenants, restrictions, liens and charges.

33. Severability

Invalidation of any one of these covenants or restrictions by judgment or court order shall in no wise affect any other provision which shall remain in full force and effect.

34. Amendment to the Above Deed Restrictions

The covenants and restrictions of this Declaration shall run with the bind the land, or a term of twenty (20) years from the date this Declaration as recorded, after which time they shall be automatically extended for successive periods of ten (10) years. This Declaration may be amended during the first twenty (20) year period by an instrument signed by not less than ninety percent (90%) of the lot Owners, and thereafter by an instrument signed by not less than seventy - five percent (75%) of the lot Owners. Any amendment must be recorded in the official public records of Real Property of Harris County, Texas. Anything to the contrary herein notwithstanding, the action attributable to any lot, which shall not have been (I) improved by a single family residential structure and (ii) purchased by an owner from the builder, shall not be counted for the purpose of this Paragraph 34 unless L/V expressly adopts and approves such action.

35. Books and Records

The books, records and papers of the Association shall, during reasonable business hours, be subject to inspection by any member. The Articles of Incorporation, By-Laws of the Association, and Restrictive Covenants shall be available for inspection by any member at the principal office of the Association where copies may be purchased at a reasonable cost.

36.

Annexation

Additional residential property and common area may be annexed to the properties by the Board of Directors without obtaining homeowners consent.

Dated this the \_\_\_\_\_ day of \_\_\_\_\_, 197\_.