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**DECLARATIONS OF COVENANTS, CONDITIONS
AND RESTRICTIONS
FOR
GRAND LAKE ESTATES
SECTION EIGHT**

THE STATE OF TEXAS § KNOW ALL MEN BY THESE PRESENTS
 §
COUNTY OF MONTGOMERY §

This Declaration, made on the date hereinafter set forth by NEW MILLENNIUM HOMES, INC., hereinafter referred to as "Developer."

WHEREAS, NEW MILLENNIUM HOMES, INC., doing business as GRAND LAKE ESTATES, hereinafter called "Developer", is the owner in fee simple of certain property located in Montgomery County, Texas, said property being known as Grand Lake Estates Subdivision, SECTION EIGHT, as per plat thereof recorded in the Plat Records of Montgomery County, Texas.

NOW THEREFORE, the Developer hereby adopts, establishes and imposes upon the subdivision, this Declaration of Covenants, Conditions and Restrictions for Grand Lake Estates, SECTION EIGHT, and declares the following reservations, easements, restrictions, covenants and conditions applicable thereto, all of which are for the purposes of enhancing and protecting the value, desirability and attractiveness of said Property, which Restrictions shall run with said Property and title or interest therein, or any part thereof, and shall inure to the benefit of each owner thereof, except that no part of this Declaration or the Restrictions shall be deemed to apply in any manner to any area not included in the boundaries of said Plat unless specifically provided for herein. Developer also declares that this Subdivision shall be subject to the jurisdiction of the "Association" (as hereinafter defined).

ARTICLE I

DEFINITIONS

Section 1.01 "Annexable Area" shall mean and refer to any additional property made subject to the jurisdiction of the Association pursuant to the provision set forth therein including, without limitations, any other Sections, if any, of Grand Lake Estates subdivision and any property adjacent to or in the proximity.

Section 1.02 "Association" Shall mean and refer to Grand Lake Estate Property Owners Association and it's successors and assigns.

Section 1.03 "Grand Lake Estates" shall mean and refer to Grand Lake Estates Subdivision, SECTION EIGHT, and any other sections of Grand Lake Estates hereafter made subject to the jurisdiction of the Association.

Section 1.04 "Board of Directors" shall mean and refer to the Board of Directors of the Association.

Section 1.05 "Builders" shall mean and refer to persons or entities that purchase lots and build speculative or custom homes thereon for third party purchasers.

Section 1.06 "Common Area" shall mean all real property (including the improvements thereto) within the subdivision owned by the Developer and/or the Association for the common use and enjoyment of the owners and/or any real property and improvements, including, but not limited to, drainage and utility easements and other facilities and areas designated on the Plat within the Common Area to which the owners may hereafter become entitled to use.

Section 1.07 "Contractor" shall mean and refer to the person or entity with which an owner contracts to construct a residential dwelling on such owner's lot.

Section 1.08 "Developer" shall mean and refer to NEW MILLENNIUM HOMES, INC., and its successors and assigns.

Section 1.09 "Lot" shall mean and refer to any plot of land identified as a lot or tract on the plat of the subdivision. For purposes of this instrument, "lot" shall not be deemed to include any portion of any "Commons Area", "Reserves", "Restricted Reserves", or "Unrestricted Reserves", (defined herein as any Commons Areas, Reserves, Restricted Reserves, or Unrestricted Reserves shown on the Plat) in the subdivision, regardless of the use made of such area.

Section 1.10 "Member" shall mean and refer to every person or entity who holds a membership in the Association.

Section 1.11 "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 subdivision, including (i) contract sellers (a seller under a Contract for Deed), but excluding those having such interest merely as security for the performance of an obligation (ii) Developer (except as otherwise provided herein), and (iii) Builders.

ARTICLE II

RESERVATIONS, EXCEPTIONS AND DEDICATIONS

Section 2.01 Recorded Subdivision Plat of the Property. The plat ("plat") of the subdivision dedicates for use as such, subject to the limitations as set forth therein, the roads, streets, and easements shown thereon. The plat further establishes certain restrictions applicable to the property. All dedications, restrictions and reservations created herein or shown on the plat, re-plats or amendments of the plat of the subdivision, recorded or hereafter recorded, shall be construed as being included in each contract, deed or conveyance executed or to be executed by or on behalf of developer, conveying said property or any part thereof whether specifically referred to herein or not.

Section 2.02 Easements. Developer reserves for public use the utility easements shown on the plat, or that have been or hereafter may be created by separate instrument recorded in the Real Property Records of Montgomery County, Texas, for the purpose of constructing, maintaining and repairing a system or systems of electric lighting, electric power, telegraph and telephone line or lines, gas lines, sewers, water lines, storm drainage (surface or underground), cable television, or any other utility the Developer sees fit to install in, across and/or under the property. Developer further expressly reserves the right to enter upon any lot for the purpose of improving, constructing or maintaining any natural or man made drainage pattern area or easement. All utility easements in the subdivision may be used for the construction of drainage swales or detention ponds in order to provide for improved surface drainage of the Reserves, Commons Area, and/or lots. The record owner of any detention pond lot shall, subject to applicable utility easements, have the exclusive use and enjoyment of such pond and may enhance the appearance thereof with appropriate vegetation and structures. No owner shall place any fill dirt or other material in the drainage easement, provided however, any owner may increase the depth, volume or capacity of said drainage easement. Such improvements must be in conformity with the Architectural Control Committee or other authorized governmental agency. Owner shall maintain and repair the dams, berms and swales forming such pond provided; however, the Association shall ultimately be responsible for the berms, and swales. The Association, after 10 days written notice, may enter upon said lot(s) so as to maintain and/or repair the dams, berms, and swales and may charge owner(s) of such lot(s) for the cost of such work and associated materials plus a 10% fee. In regards to Article VI, Section 6.06, as it relates to detention facility repair and maintenance, these covenants hereby authorize, but do not obligate Montgomery County, or other authorized governmental agency to exercise such maintenance and assessment power in place of the Association and to secure the assessed costs with a lien against the lot(s). Should any utility company furnishing a service covered by the general easement herein provided, request a specific easement by separate recordable document, Developer, without the joiner of any other owner, shall have the right to grant such

easement on said property without conflicting with the terms hereof. Any utility company serving the subdivision and/or any utility district serving the subdivision shall have the right to enter upon any utility easement for the purpose of installation, repair and maintenance of their respective facilities. Neither developer nor any utility company, water district, political subdivision or other authorized entity using the easements herein referred to shall be liable for any damages done by them or their assigns, agents, employees, or servants, to fences, shrubbery, trees and lawns or any other property of the owner on the property covered by said easements.

Section 2.03 Title Subject to Easements. It is expressly agreed and understood that the title conveyed by Developer to any of the lots by contract deed or other conveyance shall be subject to any easement affecting same for roadways or drainage, water line, gas, sewer, electric lighting, electric power, telegraph or telephone purposes and other easements hereafter granted affecting the lots. The owners of the respective lots shall not be deemed to own pipes, wires, conduits or other service lines running through their lots which are utilized for or service other lots, but each owner shall have an easement in and to the aforesaid facilities as shall be necessary for the use, maintenance and enjoyment of this lot. The developer may convey title to said easements to the public, a public utility company or the Association.

Section 2.04 Utility Easements

- (a) Ground and aerial utility easements have been or will be dedicated in accordance with the plat by separate recorded easement documents.
- (b) No building shall be located over, under, upon or across any portion of any utility easement. Further, no fence, building, other structure or improvement may be placed on any utility or drainage easement along or adjacent to any road or street. The owner of each lot shall have the right to construct, keep and maintain concrete drives, and similar improvements across any utility easement, and shall be entitled to cross such easement at all times for purposes of gaining access to and from such lots provided, however, any concrete drive, or similar improvement placed upon such utility easement by the owner shall be constructed, maintained and used at owner's risk, and as such, the owner of each lot subject to said utility easements shall be responsible for (i) any and all repairs to the concrete drives, and similar improvements which cross or are located upon such utility easement, and (ii) repairing any damage to said improvements caused by the utility district or any public utility in the course of installing, operating, maintaining, repairing or removing its facilities located within the utility easements.

Section 2.05 Use of Easements by Owners. The easement shown on the plat adjacent to any road or street may be used by all the owners, their families, guest and invitees for the purpose of pedestrian walking or jogging and for riding horses or non-motorized vehicles or similar activities. No fence or other structures shall be constructed or maintained on any part of said easements. No motorized vehicles of any type, including without limitation to, any motorcycle, go-cart, tractor or automobile, ATV or other motorized vehicle, shall be permitted on said easement, except equipment necessary for the construction, maintenance and repair of said easements shall be permitted. The portion of each lot adjacent to any street or road upon which an easement is located shall be mowed and maintained by owner of record.

Section 2.06 Drill Sites (Mineral Reservation Easements) and Related (Multipurpose) Easements. The areas designated as drill sites (Mineral Reservation Easements) and Related (Multipurpose) Easements thereto on the plat are the designated drill or excavation sites and related easement locations, until such time as the mineral owners desire to use said area for a drill or excavation site or easement thereto for the exploration and/or development of oil, gas or other minerals. The use of these Drill Sites (Mineral Reservation Easements) and Related (Multipurpose) Easement are specifically subject to the superior right of the mineral owners to use the area as a drill site for the exploration and development of oil, gas or other minerals.

Section 2.07 Roads and Streets. The roads and streets in this section of the subdivision as shown on the plat are private and are for the sole use of the owners, their families, guests and invitees. The roads and streets are hereby dedicated in addition to roadways as utility easements for the purpose of constructing,

operating, maintaining, or repairing a system(s) of electric lighting, electrical power, telegraph and telephone lines, gas lines, sewers, water lines, storm drainage (surface or underground), cable television, or any other utilities that the Developer sees fit to install (or permit to be installed) in, across, and/or under property. The roads will be maintained by the Association as provided for in Article VI, Section 6.06, and a lien for payment of assessed costs of maintenance is provided for in Article VI, Section 6.02 through 6.04. Upon a majority vote of the lot owners, the Association may offer the streets for public dedication to the appropriate governmental agency. However, the governmental authority is under no obligation to accept the streets for public dedication.

ARTICLE III

USE RESTRICTIONS

Section 3.01 Single Family Residential Construction.

- (A) No building shall be erected, altered, placed or permitted to remain on any lot or composite building site other than one dwelling unit ("dwelling") per each lot to be used solely for residential purposes; except that one dwelling unit may be built for use of guests, servants or parents of residents, provided said house must contain a minimum of 500 square feet, be built as an extension of the main house or the garage, not as a free standing dwelling, and be built after or while the main dwelling is being built, and be approved in writing by the Architectural Control Committee prior to construction. All dwellings must have at least a two (2) but not more than six (6) car garage. Detached garages, storage buildings, workshops and barns may be constructed on the property so long as they are of good construction, kept in good repair, and are not used for residential purposes, provided however, the construction of the main dwelling must have been completed or under construction. All dwellings, detached garages, storage buildings, workshops, and barns must be approved in writing by the Architectural Control Committee prior to being erected, altered or placed on the property. Garages will not face a street unless it has been approved by the Architectural Control Committee. The term "dwelling" does not include pre-fab, modular, manufactured or mobile homes, or any old houses to be moved on the lot, and said manufactured or mobile and used homes are not permitted within the subdivision.
- (B) All main dwellings on waterfront lots must have at least 3,000 square feet of living area, and all main dwellings on interior lots must have at least 2,500 square feet of living area, excluding porches, and be built with new construction materials. If dwelling is two (2) stories in height, the square footage of the ground floor must be a minimum of 1500 square feet. No dwelling may exceed two and one-half (2 ½) stories in height. Residences, garages and carports shall be of eighty-five percent (85%) masonry construction or equivalent on its exterior wall area. (Stucco and fiber cement planks, i.e. Hardi-Plank, shall be considered masonry). However, if Hardi-Plank, is used, then at least 75% of the dwelling must be brick, stone, or other material approved by the Architectural Control Committee.
- (C) Any building structure or improvement commenced on any tract shall be completed as to exterior finish and appearance within nine (9) months from the setting of forms for the foundation of said building or structure.
- (D) The roof of any dwelling shall be constructed of either composition shingles, copper, tile, slate, standing seam metal or other materials approved by the Architectural Control Committee prior to construction. The use of sheet metal or similar material on the roof or exterior side of any dwelling other than as flashing is prohibited unless otherwise provided herein.

- (E) As used herein, the term "residential purposes" shall be construed to prohibit mobile homes or trailers being placed on said lots, or the use of said lots for duplex houses, condominiums, townhouses, garage apartments, or apartment houses; and no lot shall be used for business, educational, religious or professional purposes of any kind whatsoever, nor for any commercial or manufacturing purposes other than a horse farm as provided in Article III, Section 3.15. Provided, however, an owner may maintain a home office in a dwelling with no advertising signs or regular visits by customers or clients.

Section 3.02 Composite Building Site. Any owner of adjoining lots (or portions thereof) may, with prior written approval of the Architectural Control Committee, consolidate such lots or portions into one building site, with the privilege of placing or constructing improvements on such resulting site, in which case the side set-back lines shall be measured from the resulting side property lines rather than from the center adjacent lot lines as indicated on the plat. Any such composite building site must have a frontage at the building setback line of not less than the minimum frontage of all lots in the same block. A combination of up to three (3) adjoining lots (or portions thereof) by one owner shall be considered one lot for purposes of the maintenance charge set forth in Article VI hereof. Provided, however, should said owner subsequently elect to sell any of the lots, said lot (s) shall be subject to payment of all prior years maintenance charges which were not collected as a result of combining said lots. In such case, the lot (s) so sold and the lot (s) remaining, either singularly or as a new composite building site, must conform to side set-back lines as defined in Article III, Section 3.03. An owner of over three (3) lots will have to pay maintenance fees for all lots in excess of three (3), whether adjoining or not.

Section 3.03 Location of the Improvements Upon the Lot. No building of any kind shall be located on any lot nearer to any side or rear property line, or nearer to any road or nearer to the natural creek or waterway than as may be indicated on the plat or these restrictions. Provided, however, as to any lot, the Architectural Control Committee may waive or alter any such setback line if the Committee, in the exercise of its sole discretion, deems such waiver or alteration is necessary to permit effective utilization of a lot. Any such waiver or alteration must be in writing and recorded in the Deed of Records of Montgomery County, Texas. The main residential structure on any lot shall face the front of the lot towards the street or road and all other structures or buildings shall be located behind the main residential structure, unless the Architectural Control Committee approves a variation in writing. Where lot fronts two (2) streets, the front shall be deemed to be the side with the least amount of frontage.

The minimum dimensions of any lot and the building set back lines shall be as follows, provided any conflict with the building set back lines set forth on the plat shall be controlled by the plat:

- 1) The building set back line along all street frontage of each lot shall be 75 feet unless designated otherwise of the plat.
- 2) Barns must be set back a minimum of 150 feet from any front street and a minimum of 100 feet from any side street. Where these set backs would preclude construction of a barn, the Architectural Control Committee may give a variance, provided, however, in no case may the barn be closer to a front street than 150 feet and a side street of 50 feet.
- 3) The building set back line along the side lot line is 15 feet and the rear lot line of each lot shall be 50 feet.

Section 3.04 Residential Foundation Requirements. All building foundations shall consist of concrete slabs, provided, however, the Architectural Control Committee may approve a different type of foundation when circumstances such as topography of the lot make it impractical to use the above foundations for any portion of the foundation of the building improvements constructed on the lot. A certified structural

engineer must engineer the main dwelling foundation and the plans must have this engineer's seal of approval prior to the submission of the plans to the Architectural Control Committee.

Section 3.05 Driveways. All driveways in the subdivision shall be constructed of concrete, asphalt, brick, stone or other materials approved by the Architectural Control Committee, and shall be completed within three (3) months of completion of the main dwelling. Driveway widths shall be minimum of ten feet and the first fifteen (15) feet of the driveway will be patterned concrete, stone, or brick. For these purposes, completion date of the main dwelling shall be the date the owner begins to occupy said dwelling. No lot may be used to access property outside the boundaries of Grand Lake Estates, except that Developer, in expanding the boundaries of the subdivision, may use an existing lot as access, if necessary.

Section 3.06 Driveway Entrance. The first fifty (50') feet of the driveway must be of concrete pavement or brick pavers. All driveways must be constructed with entrance columns at all driveway entrances to the street. The columns shall be constructed at least four (4') feet high of stone, stucco, brick, or other materials approved by the Architectural Control Committee. Each column will have an electric or gas lighting fixture installed on it, which will be maintained in working order at owner's expense.

Section 3.07 Use of Temporary Structures. No structure of a temporary character, whether trailer, basement, tent, shack, garage, barn, or other out building shall be maintained or used on any lot at any time as a residence, either temporarily or permanently, provided, however, that Developer reserves the exclusive right to erect, place and maintain such facilities in or upon any portion of the subdivision as, in its sole discretion, may be necessary or convenient while selling lots, selling or constructing residences and constructing other improvements within the subdivision.

Section 3.08 Water Supply. All residential dwellings in this subdivision shall be equipped with and served by a fresh water system installed, operated and continuously maintained in accordance with the applicable utility company and governmental requirements, and no water wells shall be made, bored or drilled nor any type or kind of private system installed or used except upon approval of the Architectural Control Committee and any required governmental authorities. Wells may be drilled by the Developer or Association for use in watering commons areas and filling of lakes or ponds in commons areas and may be drilled by owners for use in watering of animals, filling lakes, and for yard sprinkler systems, but shall not be used for human consumption.

Section 3.09 Sanitary Sewers. No outside, open or pit type toilets will be permitted in this subdivision. Prior to occupancy, all dwellings constructed in this subdivision must have a septic or sewage disposal system installed by the owner to comply with the requirements of the appropriate governmental agency. Further, during the period of construction of any dwelling in the subdivision, owner or owner's contractor must provide and properly maintain a portable toilet.

Section 3.10 Walls and Fences. Walls and fences, if any, must be approved prior to construction by the Architectural Control Committee and shall not be closer to the front street property lines than the three rail white fence built across the front of said lot and no closer than the utility easement boundary line along any side street. The erection of any wall, fence, or other improvements on any utility easement adjoining any street is prohibited unless otherwise approved by the ACC. Fences installed between the house and the front lot line or along and adjacent to any road or street must be constructed of three rail vinyl fencing unless otherwise approved by the Architectural Control Committee. All other fences may be constructed of masonry, vinyl, wrought iron or wood, provided, however, no barbed wire or chain link fences shall be allowed on golf course. All rear fencing on lots that touch the golf course must be constructed of wrought iron only. No privacy fences (i.e. solid wood or masonry) shall be allowed. No privacy fences (i.e., solid wood or masonry) shall be allowed any closer to the front street than the front of the dwelling on any lot. Fences may be constructed on lots; however, they must be built so as to not obstruct the view of the golf course.

Section 3.11 Prohibition of Offensive Activities. Without expanding the permitted use of the lots, no activity, whether for profit or not, shall be conducted 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 or a nuisance to the subdivision. This restriction is waived in regard to

the customary sales activities required to sell lots and/or homes in the subdivision. Without limitation, the discharge or use of firearms is expressly prohibited. The Association shall have the sole and absolute discretion to determine what constitutes a nuisance or annoyance.

Section 3.12 Garbage and Trash Disposal. Garbage and trash or other refuse accumulated in this subdivision shall not be permitted to be dumped within the subdivision. No lot shall be used or maintained as a dumping ground for rubbish or landfill. Trash, garbage, or other waste shall not be allowed to accumulate. All trash, garbage or other waste shall be kept in sanitary containers and shall be disposed of regularly. All equipment for the storage or disposal of such material shall be kept in a clean and sanitary condition.

Section 3.13 Junked Motor Vehicles, Etc., Prohibited. No lot shall be used as a depository for abandoned or junked motor vehicles, etc. An abandoned or junked motor vehicle is one without a current, valid state vehicle inspection sticker and license plate. No junk of any kind or character, or dilapidated structure or building of any kind or character, shall be kept on any lot. No accessories, parts or objects used with cars, boats, buses, trucks, trailers, house trailers or the like, shall be kept on any lot other than in a garage or other structure approved by the Architectural Control Committee.

Section 3.14 Signs. No signs, advertisement, billboard or advertising structure of any kind, other than those signs erected by the Developer in the marketing of the lots within the subdivision may be erected or maintained on any lot without the consent in writing of the Architectural Control Committee, except (i) on a professionally made sign not more than 768 square inches, advertising an owner's residence for sale or rent, may be placed on such improved lot, (ii) one sign no more than 768 square inches advertising the builder of the owner's residence may be placed on such lot during the construction period of such residence from the forming of the foundation until completion not to exceed 12 month period and (iii) one sign advertising a home being sold by a builder until the home is sold and transferred into the name of the new owner. Developer or any member of such Committee of the Association shall have the right to remove any such sign, advertisement, billboard or structure which is placed on any lot in violation of these restrictions, and in doing so, shall not be liable and are hereby expressly relieved from any liability for trespass or other tort in connection therewith, or arising from such removal.

Section 3.15 Livestock and Animals. No animals, livestock, or poultry, may be maintained or kept within this section of the subdivision unless expressly provided for herein. Dogs, cats, or other common household pets may be kept within this section of the subdivision, but may not be bred or kept for commercial purposes. No horses shall be allowed in this section of the subdivision. No pigs, hogs, goats, chickens, cows, peacocks, ostriches, emus or reptiles will be permitted under any circumstances including school-sponsored programs. All animal cages, pens, stalls or containment areas shall be behind the main dwelling structure. No animals shall be allowed to run loose in the subdivision.

Section 3.16 Mineral Development. Except within the areas designated as Reserves or Drill Site locations on the plat and easements related thereto, no commercial oil drilling, oil development operations, oil refining, quarrying or mining operation of any kind shall be permitted upon or in any lot, nor shall any wells, tanks, tunnels, mineral excavation, or shafts be permitted upon or in any lot, and no derrick or other structures designed for the use of boring for oil or natural gas shall be erected, maintained or permitted upon any lot. Nothing herein shall prohibit the removal of sand, dirt, clay or other minerals by the developer while there is ongoing construction of lakes, common areas and roadways within the subdivision.

Section 3.17 Drainage. Any natural or established drainage pattern of streets, lots or roadway ditches will not be impaired by any person or persons, and Developer may enter upon any lot to maintain such natural drainage areas. Driveway culverts must be installed prior to beginning construction of any building or dwelling on the lot and must be of sufficient size to afford proper drainage of ditches without backing water up into ditch or diverting flow. The size and type of driveway culverts must also be approved by the appropriate government agency. All culverts shall have headers constructed of brick, stone or concrete and have the prior written approval of the Architectural Control Committee before installation. The Architectural Control Committee shall provide specifications for culverts and headers.

Section 3.18 Lot Maintenance All lots, at owner's sole cost and expense, shall be kept at all times in a neat, attractive, healthful and sanitary condition, and from the date any lot is under brushed or cleared, the owner or occupant of said lot shall keep all weeds and grass thereon (outside of natural vegetation areas or preserves) cut; and in no event may any lot be used for storage of materials or 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 any garbage, trash or rubbish. Provided, however, the burning of underbrush and trees during lot clearing shall be permitted under conditions of applicable law. All yard equipment or storage piles shall be kept screened by a service yard or other similar facility as herein provided, so as to conceal them from view of neighboring lots, streets or other property. Such maintenance includes, but is not limited to, the following:

- a. Prompt removal of all litter, trash, refuse, and wastes.
- b. Lawn mowing (outside of the natural vegetation areas or preserves).
- c. Tree and shrub pruning (outside of natural vegetation areas or preserves).
- d. Keeping exterior lighting and mechanical facilities in working order.
- e. Keeping lawn and garden areas alive, free of weeds and attractive.
- f. Keeping parking areas, walkways and driveways in good repair.
- g. Complying with all government health and policy requirements.
- h. Repainting of improvements.
- i. Repair of exterior damage to improvements.

In the event of the failure of owner to comply with the above requirements after ten (10) days written notice thereof, the Association or their designated agents may, in addition to any and all remedies, either at law or in equity available for the enforcement of these restrictions, without liability to the owner, builder, or any occupants of the lot in trespass or otherwise, enter upon (and/or authorize one or more others to enter upon) said lot to cut, or 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 this declaration, so as to place said lot in a neat, attractive, healthful, and sanitary condition, and may charge the owner, builder, or occupant of such lot for the cost of such work and associated materials, plus a fee of ten (10%) percent. Payment thereof shall be collected as an additional maintenance charge and shall be payable on the first day of the next calendar month.

Section 3.19 Exterior Maintenance of Building. In the event the owner of any building in the subdivision should allow such building to fall into disrepair and become in need of paint, repair or restoration of any nature and become unattractive and not in keeping with the neighborhood, the Association and/or Developer will give such owner written notice of such condition. Ten (10) days after notice of such condition to owner and failure of owner to begin and continue at a diligent, reasonable rate of progress to correct such condition, the Association and/or Developer, in addition to any and all remedies, either at law or in equity, available for the enforcement of these restrictions, may at its sole discretion, enter upon said premises, without liability to owner, to do or cause to be done, any work necessary to correct said situation. The owner thereof shall be billed for cost of necessary repairs, plus 10%. All monies so owed the Association will be an additional maintenance charge and be payable on the first day of the next calendar month.

Section 3.20 Miscellaneous Use Restrictions. Without limiting the foregoing, the following restrictions shall apply to all lots:

- i) No boat, jet-ski, aircraft, travel trailer, motor home, camper body or similar vehicle or equipment may be parked for storage in the front of any dwelling or parked on any street in the subdivision. Any such vehicle or equipment may be parked for storage to the rear of the dwelling. All boats so parked or stored on any lot must, at all times, be stored on a trailer. No such vehicle or equipment shall be used as a residence, either temporarily or permanently. This restriction shall not apply to any vehicle, machinery, or equipment temporarily parked and in use for the construction, maintenance, or repair of a dwelling in the subdivision.
- ii) No vehicle shall be permitted to park overnight on any street within the subdivision except for those vehicles used by a builder during the construction of improvements on lots or commons areas in the subdivision.

- iii) No vehicle of any size which transports inflammatory or explosive cargo may be kept in the subdivision.
- iv) No vehicles or similar equipment shall be parked or stored in an area visible from any street except passenger automobiles, passenger vans, motorcycles and pick-up trucks that are in operating condition and have current license plates and inspection stickers and are in daily use as motor vehicles on the streets and highways of the State of Texas.

Section 3.21 Hazardous Substances. No lot shall be used or maintained as a dumping ground for rubbish or trash and no garbage or other waste shall be kept except in sanitary containers. All incinerators or other equipment for the storage and/or disposal of such materials shall be kept in a clean and sanitary condition. Notwithstanding the foregoing, no hazardous substance shall be brought into, installed, used, stored, treated, buried, disposed of, or transported over the subdivision or any lot therein, and all activities on the lots shall, at all times, comply with applicable law. The term "hazardous substance" shall mean any substance which as of the date hereof, or from time to time hereafter, shall be listed as "hazardous" or "toxic" under the regulations implementing the Comprehensive Environmental Response Compensation and Liability Act ("CERCLA"), 42 U.S.C. §9601, et. Seq., The Resource Conservation and Recovery Act ("RCRA") 42 U.S.C § 6901, et. Seq., or listed as such in any applicable state or local law or which has been or shall be determined at any time by any agency or court to be a hazardous or toxic substance regulated under applicable law. The term "Applicable Law", shall include, but shall not be limited to CERCLA, RCRA, The Federal Water Pollution Control Act, 33 U.S.C. § 1251, et. Seq., and any other local, state and or federal laws or regulations that govern the existence, cleanup and/or remedy of contamination on property, the protection of the environment from spill deposited or otherwise in place contamination, the control of hazardous waste or the use, generation, transport, treatment, removal, or recovery of hazardous substances, including building materials.

Section 3.22 Electric Utility Service. Prior to the beginning of any construction on a lot, each lot owner, at his expense, shall be required to install underground electric service lines from the transformer or source of feed to the meter location. Further, each lot owner may expect to pay for connection to such electric utility service, and the owner is obligated to contact the utility company serving the subdivision to determine such charge and make arrangements for the installation of said underground service lines and connection to the electrical distribution system. Owner shall also be responsible for all charges for all utility service furnished to Owner's lot.

Section 3.23 Mail Boxes. Mailboxes shall be made of brick, stone, stucco, vinyl, or wrought iron, and must be approved by the Architectural Control Committee.

Section 3.24 Satellite Dishes and Antennae. A satellite dish may not exceed 18 inches in diameter and must be mounted so that is not visible from the street. All dishes shall be of one solid color of black or earth tones of brown, gray or tan. No more than two (2) satellite dishes shall be permitted on each lot. All satellite dishes and antennae must be approved by the Architectural Control Committee in writing before installation.

Section 3.25 Lakes.

- A. The lakes within the subdivision that have public access by means of a park (i.e. restricted reserve) are to be used only by the property owners of Grand Lake Estates and their guests. Any lake within the subdivision not provided with access by means of a park are solely for the use of property owners that have lots bordering said lakes.
- B. Boats may be placed in the lakes for fishing and other recreational purposes. These boats may not have attached thereto any engine or motor other than a low speed electric motor powered by batteries (i.e. trolling motors).
- C. Canoes, sail boats, paddleboats, rowboats and other similar type craft are permissible. Jet skis and other similar type craft are not allowed.

- D. All fishing must be done in compliance with local, state and federal fishing laws, as well as in compliance with the rules and regulations as promulgated from time to time by the property owners association.
- E. Anyone throwing trash or waste into the lake or who otherwise violate rules will be denied use of the lake.
- F. No dwelling may be constructed closer to the lakeshore than one hundred (100') feet.
- G. Piers may be installed on the lake shores. However, such structures may not be over 20' in length along the shoreline and may not extend into the lake more than 6' from the shore.
- H. All docks and decks overlooking the lake or attached thereto must be approved by the Architectural Control Committee.
- I. No materials treated with creosote or other toxic materials will be allowed in or on the lake.

ARTICLE IV

ARCHITECTURAL CONTROL COMMITTEE

Section 4.01 Basic Control.

(a) No building or other improvements of any character shall be erected or placed, or the erection or placing thereof commenced, or substantial changes made in the design or exterior appearance thereof (including without limitation, the color of any painting, staining, or siding which must be in harmony with the Subdivision), or any addition or exterior alteration made thereto after original construction, or demolition or destruction by voluntary action made thereto after original construction, on any Lot in the Subdivision until obtaining of the necessary approval (as hereinafter provided) from the Committee of the construction plans and specification for the construction or alteration of such improvements or demolition or destruction of existing improvements by voluntary action. Approval shall be granted or withheld based on matters of compliance with the provisions of this instrument, quality and color of materials, drainage, harmony of external design and color with existing and proposed structures and location with respect to topography and finished grade elevation.

(b) Each application made to the Committee shall be accompanied by two sets of plans and specifications for all proposed construction (initial or alterations) to be done on such Lot, including the drainage plan for the Lot, plot plans prepared by a licensed surveyor, showing the location and elevation of the improvements on the Lot and dimensions of all proposed walkways, driveways and all other matters relevant to architectural approval. The address of the Committee shall be the address of the principal office of the Association.

(c) Each application made to the Committee shall be submitted with a plot plan prepared by a licensed surveyor which shows the location of the improvements, additions, or outbuildings and approval of the Committee shall be a requirement before construction of the improvements is commenced.

Section 4.02 Architectural Control Committee

(a) The authority to grant or withhold architectural control approval as referred to above is initially vested in the Developer; provided however, the authority of the Developer shall cease and terminate upon the appointment of the Architectural Control Committee by the Board of Directors of the Association

(sometimes herein referred to as the "Committee"), in which event such authority shall be vested in and exercised by the Committee (as provided in (b) below), hereinafter referred to, except as to plans and specifications and plot plans theretofore submitted to the Developer which shall continue to exercise such authority over all such plans, specifications and plot plans. The term "Committee" as used in this Declaration, shall mean or refer to the Developer or to the Grand Lake Estates Architectural Control Committee composed of members of the Association, as applicable.

(b) At such time as eighty percent (80%) of all the Lots in the Subdivision are conveyed by Developer (from time to time hereafter referred to as the "Control Transfer Date"), the Developer shall cause an instrument transferring control to the Association to be placed of record in the Real Property Records of Montgomery County, Texas (which instrument shall include the Control Transfer Date). Thereupon, the Board of Directors of the Association shall appoint a committee of three members to be known as Grand Lake Estates Architectural Control Committee. From and after the Control Transfer Date, each member of the Committee must be an Owner of property in the Grand Lake Estates Subdivision. Additionally, the Developer shall have the right to discontinue the exercise of the architectural control privileges and arrange for the transfer to the Association at any time prior to the Control Transfer Date by filing a statement and instrument to such effect in the Real Property Records of Montgomery County, Texas.

Section 4.03 Effect of Inaction. Approval or disapproval as to architectural control matters, as set forth in the preceding provisions of this Declaration, shall be in writing. In the event that the authority exercising the prerogative of approval or disapproval (whether the Developer or the Committee) fails to approve or disapprove in writing any plans and specifications and plot plans received by it in compliance with the preceding provisions within thirty (30) days following such submission, such plans and specifications and plot plan shall be deemed approved and the construction of any such building and other improvements may be commenced and proceeded with in compliance with all such plans and specifications and plot plan and all of the other terms and provisions hereof.

Section 4.04 Effect of Approval. The granting of the aforesaid approval (whether in writing or by lapse of time) shall constitute only an expression of opinion by the Committee that the terms and provisions hereof shall be complied with if the building and/or other improvements are erected in accordance with said plans and specifications and plot plan; and such approval shall not constitute any nature of waiver or estoppels either as to the persons expressing such approval or any other person in the event that such building and/or improvements are not constructed in accordance with such plans and specifications and plot plan, but, nevertheless, fail to comply with the provisions hereof. Further, no person exercising any prerogative of approval or disapproval shall incur any liability by reason of the good faith exercise thereof.

Section 4.05 Minimum Construction Standards. The Developer or the 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 only and such Developer or Committee shall not be bound thereby.

Section 4.06 Variance. The Developer or the Committee, as the case may be, may authorize variances from compliance with any of the provisions of this Declaration or minimum acceptable construction standards or regulations and requirements as promulgated from time to time by the Developer or the Committee when circumstances such as topography, natural obstructions, Lot configuration, Lot size, hardship, aesthetic or environmental considerations may require a variance. The Developer and the Committee reserve the right to grant variance as to building set back lines, minimum square footage of the residences and other items. Such variances must be evidenced in writing and shall become effective when signed by the Developer or by at least a majority of the members of the Committee. If any such variances are granted, no violation of the provisions of this Declaration shall be deemed to have occurred with respect to the matter for which the variance is granted; provided however, that the granting of a variance shall not operate to waive any of the provisions of this Declaration for any purpose except as to the particular lot and particular provisions hereof covered by the variance, nor shall the granting of any variance affect in any way the Owner's obligation to comply with all governmental laws and regulations affecting the Lot concerned and the Plat.

ARTICLE V

GRAND LAKE ESTATES PROPERTY OWNERS' ASSOCIATION

Section 5.01 Membership. Every person or entity who is an Owner of any Lot in Grand Lake Estates Subdivision, which is subject to the Maintenance Charge (or could be following the withdrawal of an exemption there from) and other assessments provided herein, including contract buyers, shall be a "Member" of the Association. The foregoing is not intended to include persons or entities that 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 for each Lot owned by such Member. Memberships shall be appurtenant to and may not be separated from the ownership of the Lots. Regardless of the number of persons who may own a Lot (such as husband and wife, or joint tenants, etc.) there shall be but one membership for each Lot. Additionally, the Directors of the Association shall also be Members of the Association (as more particularly described in the Bylaws). Ownership of the Lots shall be the sole qualification for membership. The voting rights of the Members are set forth in the Bylaws of the Association.

Section 5.02 Non-Profit Corporation. Grand Lake Estates Property Owners' Association, Inc. a non-profit corporation, has been (or will be) organized and it shall be governed by the Articles of Incorporation and Bylaws of said Association; and all duties, obligations, benefits, liens and rights hereunder in favor of the Association shall vest in said corporation.

Section 5.03 Bylaws. The Association has adopted or may adopt whatever Bylaws it may choose to govern the organization or operation of the Subdivision and the use and enjoyment of the lots and Commons Areas, provided that the same are not in conflict with the terms and provisions hereof.

ARTICLE VI

NOTICE OF AUTHORITY FOR ASSESSMENTS

MAINTENANCE FUND

Section 6.01 Maintenance Fund Obligation. Each Owner of a Lot by acceptance of a deed therefore, whether or not it shall be expressed in any such deed or other conveyance, is deemed to covenant and agrees to pay to the Association a monthly maintenance charge (the "Maintenance Charge") and any other assessments or charges hereby levied. The maintenance charge and any other assessments or charges hereby levied, together with such interest thereon and costs of collection thereof, as hereinafter provided, shall be a charge on the Lots and shall be a continuing lien upon the Lot against which each such Maintenance Charge and other charges and assessments are made.

Section 6.02 Basis of the Maintenance Charge.

(a) The Maintenance Charge referred to shall be used to create a fund to be known as the "Maintenance Fund" which shall be used as herein provided; and each such Maintenance Charge (except as otherwise hereinafter provided) shall be paid by the Owner of each Lot (or Composite Building Site) to the Association annually, in advance, on or before the first day of September of each calendar year, beginning with the first day of September 2000, or on such other basis (monthly, quarterly, or semi-annually) as the Developer or the Board of Directors of the Association may designate in its sole discretion. Provided however, in the event an Owner obtains consent from the Committee of a Composite Building Site pursuant to Section 3.02 hereof, such Composite Building Site shall be considered for the Maintenance Charge as one Lot beginning upon the completion of the improvements thereon.

(b) Any Maintenance Charge not paid within thirty (30) days after the due date shall bear interest from the due date at the lesser of (i) the rate of eighteen (18%) percent per annum or (ii) the maximum rate permitted by law. The Association may bring an action at law against the Owner personally obligated to pay the same, or foreclose the hereinafter described lien against the Owner's Lot. No Owner may waive or otherwise escape liability for the Maintenance Charge by the abandonment of his Lot.

(c) The exact amount of the Maintenance Charge applicable to each Lot will be determined by the Developer or the Board of Directors of the Association on an annual basis. All other matters relating to the Maintenance charge and the collection, expenditures and administration of the Maintenance Fund shall be determined by the Developer or the board of Directors of the Association subject to the provisions hereof.

(d) The Maintenance Charge described in this Article VI and other charges or assessments described in this Declaration shall not apply to the Lots owned by the Developer. The Developer, prior to the Control Transfer Date, and the Association, from and after the Control Transfer date, reserve the right at all times in their own judgment and discretion, to exempt any lot ("Exempt Lot") in the Subdivision from the Maintenance Charge, in accordance with Section 6.07 hereof. If an Exempt Lot is sold to any party, the Maintenance Charge shall be automatically reinstated as to the Exempt Lot and can only be waived at later date pursuant to the provision of the preceding sentence. The Developer, prior to the Control Transfer Date, and the Association, from and after the Control Transfer Date, shall have the further right at any time, and from time to time, to adjust or alter said Maintenance Charge from month to month as it deems proper to meet the reasonable operating expenses and reserve requirements of the Association in order for the Association to carry out its duties hereunder.

Section 6.03 Creation of Lien and Personal Obligation. In order to secure the payment of the Maintenance Charge and other charges and assessments hereby levied, a vendor's (purchase money) lien for the benefit of the Association, shall be and is hereby reserved in the deed from the Developer to the purchaser of each Lot or portion thereof, which lien shall be enforceable through appropriate judicial and non-judicial proceedings by the Association. As additional security for the payment of the Maintenance Charge and other charges and assessments hereby levied, each Owner of a lot in the Subdivision, by such party's acceptance of a deed thereto, hereby grants to the Association a contractual lien on such Lot which may be foreclosed on by a non-judicial foreclosure and pursuant to the provisions of Section 51.002 of the Texas Property Code (and any successor statute); and each such owner hereby expressly grants the Association a power of sale in connection therewith. The Association shall, whenever it proceeds with non-judicial foreclosure pursuant to the provisions of said Section 51.002 of the Texas Property Code and said power of sale, designate in writing a Trustee to post or cause to be posted all required notices of such foreclosure sale and to conduct such foreclosure sale. The Trustee may be changed at any time and from time to time by the Association by means of a written instrument executed by the President or any Vice President of the Association and filed for record in the Real Property Records of Montgomery County, Texas. In the event that the Association has determined to non-judicially foreclose the lien provided herein pursuant to the provisions of said Section 51.002 of the Texas Property Code and to exercise the power of sale hereby granted, the Association shall mail to the defaulting Owner a copy of the Notice of Trustee's Sale not less than twenty-one (21) days prior to the date on which said sale is scheduled by posting such notice through the U.S. Postal Service, postage prepaid, certified mail, return receipt requested, properly addressed to such Owner at the last known address of such Owner according to the records of the Association. If required by law, the Association or Trustee shall also cause a copy of the notice of Trustee's Sale to be recorded in the Real Property Records of Montgomery County Texas. Out of the proceeds of such sale, if any, there shall first be paid all expenses incurred by the Association in connection with such default, including reasonable attorneys fees and a reasonable trustee's fee; second, from such proceeds there shall be paid to the Association, an amount equal to the amount in default; and third, the remaining balance shall be paid to such Owner. Following any such foreclosure, each occupant of any such Lot foreclosed on and each occupant of any improvements thereon shall be deemed to be a tenant at sufferance and may be removed from possession by any and all lawful means, including a judgment for possession in action of forcible detainer and the issuance of a writ of restitution there under.

(A) In the event of nonpayment by any Owner of any Maintenance Charge or other charge or assessment levied hereunder, the Association may, in addition to foreclosing the lien hereby retained, and exercising the remedies provided herein, upon ten (10) days prior written notice thereof to such nonpaying Owner, exercise all other rights and remedies available at law or in equity.

(B) It is the intent of the provisions of this Section 6.03 to comply with the provisions of said Section 51.002 of the Texas Property Code relating to non-judicial sales by power of sale and, in the event of the amendment of said Section 51.002 of the Texas Property Code hereafter, the President or any Vice President of the Association acting without joinder of any other Owner or mortgagee or other person may, by amendment to

this Declaration filed in the Real Property Records of Montgomery County, Texas, amend the provision hereof so as to comply with said amendments to Section 51.002 of the Texas Property Code.

Section 6.04 Notice of Lien. In addition to the right of the Association to enforce the Maintenance Charge or other charge or assessment levied hereunder, the Association may file a claim or lien against the Lot of the delinquent owner by recording a notice ("Notice of Lien") setting forth (a) the amount of the claim of delinquency, (b) the interest and costs of collection which have accrued hereon, (c) the legal description and street address of the Lot against which the lien is claimed, and (d) the name of the Owner thereof. Such Notice of Lien shall be signed and acknowledged by an officer of the Association or other duly authorized agent of the Association. The lien shall continue until the amounts secured thereby and all other subsequently accruing amounts are fully paid or otherwise satisfied. When all amounts claimed under the Notice of Lien and all other costs and assessments which may have accrued subsequent to the filing of the Notice of Lien have been fully paid or satisfied, the Association shall execute and record a notice releasing the lien upon payment by the Owner of reasonable fee as fixed by the Board of Directors to cover the preparation and recordation of such Release of Lien instrument.

Section 6.05 Liens Subordinate to Mortgages. The liens described in the Article VI and the superior title herein reserved shall be deemed subordinate to a first lien or other liens of any bank, insurance company, savings and loan association, university, pension and profit sharing trusts or plans, or other bona-fide third party lender, including Developer, which may have heretofore or may hereafter lend money in good faith for the purchase or improvement of any Lot and any renewal, extension, rearrangement or refinancing thereof. Each such mortgagee of a mortgage encumbering a Lot who obtains title to such Lot pursuant to the remedies provided in the Deed of Trust or mortgage or by judicial foreclosure shall take title to the Lot free and clear of any claims for unpaid Maintenance Charges or other charges or assessments against such Lot which accrued prior to the time such holder acquires title to such Lot. No such sale or transfer shall relieve such transferee of title to a Lot from liability for any Maintenance Charge or other charges or assessments thereafter becoming due or from the lien thereof. Any other sale or transfer of a Lot shall not affect the Association's lien for Maintenance Charges or other charges or assessments. The Association shall make a good faith effort to give each such mortgagee sixty (60) days advance written notice of the Association's proposed foreclosure of the lien described in Section 6.01 hereof, which notice shall be sent to the nearest office of such mortgagee by prepaid United States registered or certified mail, return receipt requested, and shall contain a statement of delinquent Maintenance Charges or other charges or assessments upon which the proposed action is based provided however, the Association's failure to file such notice shall not impair or invalidate any foreclosure conducted by the Association pursuant to the provision of this Article VI.

Section 6.06 Purpose of the Maintenance Charge. The Maintenance Charge levied by the Developer or the Association shall be used exclusively for the purpose of promoting the recreation, health, safety, and welfare of the Owners of the Subdivision and other portion of the Annexable Area, which hereafter may become subject to the jurisdiction of the Association. In particular, the Maintenance Charge shall be used for any improvement or services in the furtherance of these purposes and the performance of the Association's duties described in Article VIII, including the maintenance of the Common Areas, any Drainage Easements, Utility Easements and the establishment and maintenance of a reserve fund for maintenance. The Developer or the Association may expend the Maintenance Fund for any purposes, which, in the judgment of the Association, will tend to maintain the property values in the Subdivision. This would include the expenditure of funds for the actual cost to the Association of all taxes, insurance, repairs, energy charges, replacement and maintenance of the Common Area or easements or the enforcement of these Restrictions as may from time to time be authorized by the Association. Except for the Association's use of the Maintenance Charge to perform its duties described in this Declaration and in the Bylaws, the use of the Maintenance Charge for any of these purposes is permissive and not mandatory. It is understood that the judgment of the Association as to the expenditure of said funds shall be final and conclusive so long as such judgment is exercised in good faith.

Section 6.07 Exempt Property. The following property subject to this Declaration shall be exempt from the Maintenance Charge and all other charges and assessments created herein: (a) all properties owned by the Developer or the Association; (b) all properties dedicated to and accepted by a local public authority; (c) any Common area; and (d) all properties owned by a charitable or nonprofit organization exempt from taxation by

the laws of the State of Texas; however, no land or improvements devoted to dwelling use shall be exempt from said Maintenance Charge.

Section 6.08 Handling of Maintenance Charge. The collection and management of the Maintenance Charge or other charge or assessment levied hereunder, shall be performed by the Developer until the Control Transfer Date, at which time the Developer shall deliver to the Association all funds on hand together with all books and records of receipt and disbursements. The Developer, and upon transfer, the Association, shall maintain separate special accounts for these funds, and Owners shall be provided at least annually, information on the Maintenance Fund.

ARTICLE VII

DEVELOPER'S RIGHTS AND RESERVATIONS

Section 7.01 Period of Developer's Rights and Reservations. Developer shall have, retain and reserve certain rights as hereinafter set forth with respect to the Association and the Common Area from the date hereof, until the earlier to occur of (i) the Control Transfer Date or (ii) the date of Developer's written notice to the Association of Developer's termination of the rights described in Article VII hereof. The rights and reservations hereinafter set forth shall be deemed excepted and reserved in each conveyance of a Lot by the Developer to an Owner whether or not specifically stated therein and in each deed or other instrument by which any property within the Common Area is conveyed by the Developer. The rights, reservations and easements hereafter set forth shall be prior and superior to any other provisions of this Declaration and may not, without Developer's prior written consent, be modified, amended, rescinded or affected by any amendment of this Declaration. Developer's consent to any one such amendment shall not be construed as a consent to any other or subsequent amendment.

Section 7.02 Right to Construct Additional Improvements in Common Area. Developer shall have and hereby reserves the right (without the consent of any other Owner) but shall not be obligated, to construct additional improvements within the Common Area at any time and from time to time in accordance with this Declaration for the improvement and enhancement thereof and for the benefit of the Association and Owners. Developer shall, upon the Control Transfer Date, convey or transfer such improvements to the Association and the Association shall be obligated to accept title to, care for, and maintain the same as elsewhere provided in this Declaration.

Section 7.03 Developer's Rights to Use a Lot or Common areas in Promotion and Marketing of the Property and Annexable Area. Developer shall have and hereby reserves the right to reasonable use of any Lot or Common Area and of services offered by the Association in connection with the promotion and marketing of land or houses within the boundaries of the Property and Annexable Area. Without limiting the generality of the foregoing, Developer may erect and maintain on any part of the Lot or Common Area such signs, temporary buildings and other structures as Developer may reasonably deem necessary or proper in connection with the promotion, development and marketing of land or houses within the Property and Annexable Area; may use vehicles and equipment within the Lot or Common Area for promotional purposes; and may permit prospective purchasers of property within the boundaries of the Property and Annexable Area, who are not Owners or Members of the Association, to use the Lot or Common Areas at reasonable times and in reasonable numbers; and may refer to the services offered by the Association and in connection with the development, promotion and marketing of the Property and Annexable Area.

Section 7.04 Developer's Rights to Grant or Create Easements. Developer shall have and hereby reserves the right, without the consent of any other Owner or the Association, to grant or create temporary or permanent easements, for access, utilities, pipeline easement, cable television systems, communication and security systems, drainage, water and other purposes incident to development, sale, operation and maintenance of the Subdivision located in, on, under, over and across (i) the Lots or other property owned by the Developer, (ii) the Common Area, and (iii) existing utility easements. Developer also reserves the right, without consent of any other Owner or the Association, to (i) grant or create temporary or permanent easements for access over and across the streets and roads within the Subdivision to and from any public road for the benefit of Owners of Lots, regardless of whether the beneficiary of such easements own property which is hereafter made subject to

the jurisdiction of the Association and (ii) permit owners of property within the Annexable Area which is not made subject to the jurisdiction of the Association to use the recreation facilities of the Association and other Common Area, including any lake, pond, or golf course, provided that said owners pay to the Association their proportionate share of the cost of operating and maintaining said recreational facilities and Common Areas.

Section 7.05 Annexation of Annexable Area. Additional residential property and common areas outside of the Subdivision including, without limitation, the Annexable Area may, at any time and from time to time, be annexed by the Developer into the real property which becomes subject to the Declaration of Covenants, Conditions and Restrictions and the jurisdiction and benefit of the Association, without the consent of the Owners or any other party. The owners of tracts in such annexed property, as well as all other Owners subject to the jurisdiction of the Association shall be entitled to the use and benefit of all Common Areas that are or may become subject to the jurisdiction of the Association, provided that such annexed property is impressed with the Declaration of Covenants, Conditions and Restrictions including the payment of the same Maintenance Charge imposed thereby.

ARTICLE VII

DUTIES AND POWERS OF THE PROPERTY OWNERS ASSOCIATION

Section 8.01 General Duties and Powers of the Association. The Association has been formed to further the common interest of the Members. The Association, acting through the Board of Directors or through persons to whom the Board of Directors has delegated such powers (and subject to the provisions of the Bylaws), shall have the duties and powers hereinafter set forth and, in general, the power to do anything that may be necessary or desirable to further the common interest of the members, to maintain, improve and enhance the Common Areas and to improve and enhance the attractiveness, desirability and safety of any Sections of the Subdivision and any portion of the Annexable Area which becomes subject to the jurisdiction of the Association. The Association shall have the authority to act as the agent to enter into any and all contracts on behalf of the Members in order to carry out the duties, powers and obligations of the Association as set forth in this Declaration.

Section 8.02 Duty to Accept the Property and Facilities transferred by Developer. The Association shall accept title to any property, including any improvements thereon and personal property transferred to the Association by Developer, and equipment related thereto, together with the responsibility to perform any and all administrative functions and recreation functions associated therewith (collectively herein referred to as "Functions"), provided that such property and Functions are consistent with the terms of this Declaration. Property interests transferred to the Association by Developer may include fee simple title, easements, leasehold interests and licenses to use such property. Any property or interest in property transferred to the Association by Developer shall be within the boundaries of the Property or Annexable Area. Any property or interest in property transferred to the Association by Developer shall, except to the extent otherwise specifically approved by resolution of the Board of Directors, be transferred to the Association free and clear of all liens and mortgages (other than the lien for property taxes not then due and payable), but shall be subject to the terms of this Declaration, the terms of any declaration of covenants, conditions and restrictions annexing such property to the Common Area, and all easements, covenants, conditions, restrictions and equitable servitude or other encumbrances which do not materially affect the Owners authorized to use such property. Except as otherwise specifically approved by resolution of the Board of Directors, no property or interest in property transferred to the Association by the Developer shall impose upon the Association any obligation to make monetary payments to Developer or any affiliate of Developer including, but not limited to, any purchase price, rent, charge or fee. The property or interest in property transferred to the Association by Developer shall not impose any unreasonable or special burdens of ownership of property, including the management, maintenance, replacement and operation thereof.

Section 8.03 Other Insurance Bonds. The Association shall obtain such insurance as may be required by law, including workmen's compensation insurance, and shall have the power to obtain such other insurance and such fidelity, indemnity or other bonds as the Association shall deem necessary or desirable.

Section 8.04 Duty to Prepare Budgets. The Association shall prepare budgets for the Association, which budgets shall include a reserve fund for the maintenance of any Common Areas.

Section 8.05 Duty to Levy and Collect the Maintenance Charge. The Association shall levy, collect and enforce the Maintenance Charge and other charges and assessments as elsewhere provided in this Declaration.

Section 8.06 Duty to Provide Annual Review. The Association shall provide for an annual un-audited independent review of the accounts of the Association. Copies of the review shall be made available to any Member who requests a copy of the same upon payment by such Member of the reasonable costs of copying same.

Section 8.07 Duties with Respect to Architectural Approvals. The Association shall perform functions to assist the Committee as elsewhere provided in Article IV of this Declaration.

Section 8.08 Power to Acquire Property and Construct Improvements. The Association may acquire property or an interest in property (including leases) for the common benefit of Owners including improvements and personal property. The Association may construct improvements on the Property and may demolish existing improvements.

Section 8.09 Power to Adopt Rules and Regulations. The Association may adopt, amend, repeal and enforce rules and regulations ("Rules and Regulations"), fines, levies and enforcement provisions as may be deemed necessary or desirable with respect to the interpretation and implementation of this Declaration, the operation of the Association, the use and enjoyment of the Common Areas, and the use of any other property, facilities or improvements owned or operated by the Association.

Section 8.10 Power to Enforce Restrictions and Rules and Regulations. The Association and any owner (with respect only to the remedies described in (ii) below) shall have the power to enforce the provisions of this Declaration and the Rules and Regulations and shall take such action, as the Board of Directors deems necessary or desirable to cause such compliance by each Member and each Related User. Without limiting the generality of the foregoing, the Association shall have the power to enforce the provision of the Declaration and of Rules and Regulations of the Association by any one or more of the following means: (i) By entry upon any property within the Subdivision after notice and hearing (unless a bona fide emergency exists in which event this right of entry may be exercised without notice (written or oral) to the Owner in such manner as to avoid any unreasonable or unnecessary interference with the lawful possession, use or enjoyment of the improvements situated thereon by the Owner or any other person), without liability by the Association to the Owner thereof, for the purpose of enforcement of this Declaration or the Rules and Regulations; (ii) by commencing and maintaining actions and suits to restrain and enjoin any breach or threatened breach of the provisions of the Declaration or the Rules and Regulations; (iii) by exclusion, after notice and hearing, of any Member or Related User from use of any recreational facilities within the Common Areas during and for up to sixty (60) days following any breach of this Declaration or such Rules and Regulations by such Member or any Related User, unless the breach is a continuing breach in which case exclusion shall continue for so long as such breach continues; (iv) by suspension, after notice and hearing, of voting rights of Member during and for up to sixty (60) days following any breach by such Member or Related User of a provision of this Declaration or such Rules and Regulations, unless the breach is a continuing breach in which case such suspension shall continue for so long as such breach continues; (v) by levying and collecting, after notice and hearing, an assessment against any Member for breach of this Declaration or such Rules and Regulations by such Member or Related User which assessment shall reimburse the Association for the costs incurred by the Association in connection with such breach; (vi) by levying and collecting, after notice and hearing, reasonable and uniformly applied fines and penalties, established in advance in the Rules and Regulations of the Association, from any Member or Related User for breach of this Declaration or such Rules and Regulations of the Association, from any Member or Related User; and (vii) by taking action itself to cure or abate such violation and to charge the expenses thereof, if any, to such violating Members, plus attorneys fees incurred by the Association with respect to exercising such remedy.

Before the Board may invoke the remedies provided above, it shall give registered notice of such alleged violation to Owner, and shall afford the Owner a hearing. If, after the hearing, a violation is found to exist, the Board's right to proceed with the listed remedies shall become absolute. Each day a violation continues shall be deemed a separate violation. Failure of the Association, the Developer, or of any Owner to take any action upon any breach or default with respect to any of the foregoing violations shall not be deemed a waiver of their rights to take enforcement action thereafter or upon a subsequent breach or default.

Section 8.11 Power to Make Loans. The Association shall have the power to borrow against its receivables and future revenues. If funds are borrowed from the Developer by the Association, the Developer will be limited to interest of twelve (12%) percent per annum on the borrowed funds.

Section 8.12 Power to Grant Easements. In addition to any blanket easements described in this Declaration, the Association shall have the power to grant access, utility drainage, water facility and other such easements in, on, over or under the Common Area. Additionally, the Association, from and after the Control Transfer Date, shall have the power to grant access, utility, drainage, water facility and other similar easements in, on, over and under Lots provided that such easements do not unreasonably interfere with the rights of the Owner of such Lots.

Section 8.13 Power to Convey and Dedicate Property to Governmental Agencies. The Association shall have the power to grant, convey, dedicate or transfer any Common Areas or facilities to any public or governmental agency or authority for such purposes and subject to such terms and conditions as the Association shall deem appropriate, which power may be exercised (i) prior to the Control Transfer Date by the Board of Directors and (ii) from and after the Control Transfer Date by the Association, with the approval of not less than two-thirds (2/3rds) of the Members agreeing in writing or by voting at any scheduled meeting of the Members and with the prior written approval of the Developer. The Association may, subject to the limitations of the preceding sentence, convey property to a public or governmental agency or authority in lieu of such property being condemned by such public or governmental agency or authority.

ARTICLE IX

GENERAL PROVISIONS

Section 9.01 Term. The Provisions hereof shall run with all property in the Subdivision and shall be binding upon all Owners and all persons claiming under them for a period of forty (40) years from the date this Declaration is recorded, after which time said Declaration shall be automatically extended for successive periods of ten (10) years each, unless an instrument, signed by not less than two-thirds (2/3rds) of then Owners (including the Developer) of the lots has been recorded agreeing to amend or change, in whole or part, this Declaration.

Section 9.02 Amendments. This Declaration may be amended or changed, in whole or in part, at any time by the written agreement or signed ballot of Owners (including the Developer) entitled to cast not less than two-thirds (2/3rds) of the votes of all the Owners. If the Declaration is amended by a written instrument signed by those Owners entitled to cast not less than two-thirds (2/3rds) of all of the votes of the Owners of the Association, such amendment must be approved by said Owners within three hundred sixty-five (365) days of the date the first Owner executes such amendment. The date an Owner's signature is acknowledged shall constitute prima facie evidence of the date of execution of said amendment by such Owners. Those Members (Owner's, including the Developer) entitled to cast not less than two-thirds (2/3rds) of all of the votes of the Members of the Association may also vote to amend this Declaration in person or by proxy, at a meeting of the Members (Owner's, including the Developer) duly called for such purpose. Written notice of which shall be given to all Owners at least ten days and not more than sixty days in advance and shall set forth the purpose of such meeting. Notwithstanding any provision contained in the Bylaws to the contrary, a quorum, for purposes of such meeting, shall consist of not less than seventy percent (70%) of all of the Members (in person or by proxy) entitled to vote. Any such amendment shall become effective when an instrument is filed for record in the Real Property Records of Montgomery County, Texas, accompanied by a certificate, signed by a majority of the board of Directors, stating that the required number of Members (Owners, including the Developer)

executed the instrument amending this Declaration or cast a written vote, in person or by proxy, in favor of said amendment at the meeting called for such purpose. Copies of the written ballots pertaining to such amendment shall be retained by the Association for a period of not less than three (3) years after the date of filing of the amendment or termination.

Section 9.03 Amendments by the Developer. The Developer shall have and reserves the right at any time and from time to time prior to the Control Transfer Date, without the joinder or consent of any Owner or other party, to amend this Declaration by an instrument in writing duly signed, acknowledged and filed for record for the purpose of correcting any typographical or grammatical error, oversight, ambiguity, or inconsistency appearing herein, provided that any such amendment shall be consistent with and in furtherance of the general plan and scheme of development as evidenced by this Declaration and shall not impair or adversely affect the vested property or other rights of any Owner or his mortgagee. Additionally, Developer shall have and reserves the right at any time and from time to time prior to the Control Transfer Date, without the joinder or consent of any Owner or other party, to amend this Declaration by an instrument in writing duly signed, acknowledged and filed for record for the purpose of permitting the Owners to enjoy the benefits from technological advances, such as security, communications or energy-related devices or equipment which did not exist or were not in common use in residential subdivisions at the time this Declaration was adopted. Likewise, the Developer shall have and reserves the right at any time and from time to time prior to the Control Transfer Date, without the joinder or consent of any Owner or other party, to amend this Declaration by an instrument in writing duly signed, acknowledged and filed for record for the purpose of prohibiting the use of any device or apparatus developed and/or available for residential use following the date of this Declaration if the use of such device or apparatus will adversely affect the Association or will adversely affect the property values within the Subdivision.

Section 9.04 Severability. Each of the provisions of this Declaration shall be deemed independent and severable and the invalidity or unenforceability or partial invalidity or partial unenforceability of any provision or portion hereof shall not affect the validity or enforceability of any other provision.

Section 9.05 Mergers and Consolidations. The Association may participate in mergers and consolidations with other non-profit corporations organized for the same purposes, provided that (i) prior to the Control Transfer Date any such merger or consolidation shall be approved (in writing or at a meeting duly called for such purpose) by two-thirds (2/3rds) of the Directors and (ii) from and after the Control Transfer Date any such merger or consolidation shall have the consent (in writing or at a meeting duly called for such purpose) of those Members entitled to cast not less than two-thirds (2/3rds) of the votes of all of the Members of the Association and the Developer.

Upon a merger or consolidation of the Association with another association as provided in its Article of Incorporation, the properties, rights and obligations may, by operation of law, be transferred to another surviving or consolidated association, or alternatively, the properties, rights and obligations of the other association may, by operation of law, be added to the properties, rights and obligations of the Association as a surviving corporation pursuant to the merger. The surviving or consolidated association will be subject to the covenants and restrictions established by this Declaration within the Subdivision together with the covenants and restrictions established upon any other properties as one scheme. No such merger or consolidation, however, shall effect any revocation, change or addition to the covenants and restrictions established by this Declaration, except as changed by amendment of this Declaration or by the plan of merger or consolidation. In the event of any inconsistency between the terms and provisions of this Declaration and the Terms and provisions of any of the merger or consolidation documents, the terms and provisions of the merger or consolidation document shall control.

Section 9.06 Liberal Interpretation. The provisions of this Declaration shall be liberally construed as a whole to effectuate the purpose of the Declaration.

Section 9.07 Successors and Assigns. The provision hereof shall be binding upon and inure to the benefit of the Owners, the Developer and the Association, and their respective heirs, legal representative, executors, administrators, successors and assigns.

Section 9.08 Effect of Violation on Mortgages. No violation of the provisions herein contained, or any portion thereof, shall affect the lien of any mortgage or deed of trust presently or hereafter placed of record or otherwise affect the rights of the mortgagee under any such mortgage, the holder of any such lien or beneficiary of any such deed of trust, and any such mortgage, lien or deed of trust may, nevertheless, be enforced in accordance with its terms, subject nevertheless to the provisions herein contained.

Section 9.09 Terminology. All personal pronouns used in this Declaration and all exhibits attached hereto, whether used in masculine, feminine or neuter gender, shall include all other genders; the singular shall include the plural and vice versa. Title of Articles and Sections are for convenience only and neither limit nor amplify the provisions of this Declaration itself. The terms "herein", "hereof" and similar terms as used in this instrument refer to the entire agreement and are not limited to referring only to the specific paragraph, section or article in which such terms appear. All references in this Declaration to Exhibits shall refer to the Exhibits attached hereto.

Section 9.10 Effect on Annexable Area. The provisions of this Declaration do not impose any restrictions whatsoever or otherwise encumber the Annexable Area, unless and until portions of the Annexable Area are made subject to the jurisdiction of the Association by a separate instrument executed solely by Developer or its successors and assigns and any lien holders, which instrument is recorded in the Real Property Records of Montgomery County, Texas.

Section 9.11 Developer's Rights and Prerogatives. Prior to the Control Transfer Date, the Developer may file a statement in the Real Property Records of Montgomery County, Texas, which expressly provides for the Developer's (i) discontinuance of the exercise of any right or prerogative provided for in this Declaration to be exercised by the Developer or (ii) assignment to any third party owning property in the Subdivision or Annexable Area, of one or more of Developer's specific rights and prerogatives provided in this Declaration to be exercised by Developer. The assignee designated by Developer to exercise one or more of Developer's rights or prerogatives hereunder shall be entitled to exercise such right or prerogative until the earlier to occur of the (i) Control Transfer Date or (ii) date that said assignee files a statement in the Real Property Records of Montgomery County, Texas, which expressly provides for said assignee's discontinuance of the exercise of said right or prerogative. From and after the date that the Developer discontinues its exercise of any right or prerogative hereunder and/or assigns its right to exercise one or more of its rights or prerogatives to an assignee, the Developer shall not incur any liability to any Owner, the Association or any other party by reason of the Developer's discontinuance or assignment of the exercise of said right(s) or prerogative(s). Upon the Developer's Assignment of its rights as of the Transfer Control Date to the Association, the Association shall be entitled to exercise all the rights and prerogatives of the Developer.

IN WITNESS WHEREOF, the undersigned, being the Developer herein, has hereunto set its hand as of this the 10 day of January, 2002.

NEW MILLENNIUM HOMES
D/B/A GRAND LAKE ESTATES, Developer


By: T.M. Owen, President