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DECLARATION OF COVENANTS, CONDITIONS AND RESTRICTIONS
WALDEN ON LAKE CONROE, THE ESTATES OF WALDEN

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DECLARATION OF COVENANTS, CONDITIONS AND RESTRICTIONS
WALDEN ON LAKE CONROE, THE ESTATES OF WALDEN

THE STATE OF TEXAS

COUNTY OF MONTGOMERY

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

WITNESSETH:

Whereas, Declarants are the owners of that certain property known as WALDEN ON LAKE CONROE, THE ESTATES OF WALDEN, a subdivision in Montgomery County, Texas, according to the map or plat thereof recorded in Cabinet F, Sheet 146A&B, 147A&B and 148A, inclusive, of the Map Records of Montgomery County, Texas; and

Whereas, it is the desire of Declarants to place certain restrictions, covenants, conditions, stipulations and reservations upon and against such property in order to establish a uniform plan for the development, improvement and sale of such property, and to insure the preservation of such uniform plan for the benefit of both the present and future owners of Lots in said subdivision:

NOW, THEREFORE, Declarants hereby adopt, establish and impose upon WALDEN ON LAKE CONROE, THE ESTATES OF WALDEN, hereinafter referred to as the "Properties", which is further identified in the subdivision plat referenced above and in Exhibit "A" which is attached hereto and incorporated herein by this reference and declare the following reservations, easements, restrictions, covenants and conditions, applicable thereto, all of which are for the purpose of enhancing and protecting the value, desirability and attractiveness of the land, which reservations, easements, covenants, restrictions and conditions shall run with the land and shall be binding upon all parties having or acquiring any right, title or interest therein, or any part thereof, and shall inure to the benefit of each owner thereof; save and except Unrestricted Reserves "A", "B" and "C" as identified within the subdivision plat which are not subject to these Covenants, Conditions and Restrictions.

ARTICLE I
Definitions

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

Section 2. "The Estates Association" shall mean and refer to The Estates Association, Inc., its successors and assigns, provided for in Article VII hereof.

Section 3. "Property and/or Properties" shall mean and refer to WALDEN ON LAKE CONROE, THE ESTATES OF WALDEN which is further identified in the aforementioned subdivision plat and in Exhibit "A"; save and except Unrestricted Reserves "A", "B" and "C" which are not subject to these Covenants, Conditions and Restrictions.

Section 4. "Lot" and or "Lots" shall mean and refer to the lots shown upon the subdivision plat which are restricted hereby to use for single family residential dwellings only save and except Unrestricted Reserves "A", "B" and "C" which are not subject to these Covenants, Conditions and Restrictions. All lots in Walden on Lake Conroe, The Estates of Walden, are "residential lots".

Section 5. "Waterfront Lot" shall mean and refer to Block 1, Lots 2 - 50.

Section 6. "Interior Lot" shall mean and refer to Block 1, Lot 1; Block 1, Lots 51-60, Block 2, Lots 1-26 as shown on the Subdivision Plat.

Section 7. "Owner" shall mean and refer to the record owner, whether one or more persons or entities, of fee simple title to any Lot which is a part of the Properties, but in the event of the execution of a contract for sale covering any Lot, the "Owner" shall be the purchaser named in the contract, but excluding those having such interest merely as security for the performance of an obligation and those having only an interest in the mineral estate.

Section 8. "Subdivision Plat" shall mean and refer to the map or plat of WALDEN ON LAKE CONROE, THE ESTATES OF WALDEN, recorded in Cabinet F, Sheet 146A&B, 147A&B and 148A, inclusive, of the Map Records of Montgomery County, Texas.

Section 9. "Architectural Control Committee" or "Committee" shall mean and refer to The Estates of Walden, Architectural Control Committee, provided for in Article IV hereof.

Section 10. "Builder-Owner" shall mean and refer to the owner of a Lot who owns such lot for the sole purpose of development and sale to third parties, and is designated in writing as a Builder-Owner by Declarants.

Section 11. "Lake" shall mean and refer to Lake Conroe.

Section 12. "Member" shall mean and refer to every person or entity who holds a membership in the Association.

Section 13. "River Authority" shall mean and refer to The San Jacinto River Authority ("SJRA").

Section 14. "Board of Directors" or "Board" shall mean the elected body of the Walden on Lake Conroe Community Improvement Association, Inc.

Section 15. "Utility District" shall mean and refer to Montgomery County Municipal Utility District No. 8.

Section 16. "Residential Dwelling" shall mean and refer to a single residential dwelling with garage and/or servants quarters.

Section 17. "Improvement" shall mean and refer to any dwelling, garage, carport, swimming pool, boat slip and any other object placed on, in or under the Properties.

Section 18. "Resident" shall mean and refer to every person or entity occupying a Residential Dwelling within the Properties.

ARTICLE II Restrictions, Exceptions and Dedications

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

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

Section 3. Declarants reserve the right to make changes in and additions to the above easements for the purpose of most efficiently and economically installing the improvements. Should any utility company furnishing a service covered by the general easement herein provided request a specific easement by separate recordable document, Declarants, without the joinder of any other Owner, shall have the right to grant such easement on said property without conflicting with the terms hereof.

Section 4. Declarants reserve the right, during installations of concrete paving of the streets as shown on the Subdivision Plat, to enter onto any Lot or Lots for the purpose of disposing of excavation from dredged material from the shoreline of the Properties and street excavation, including the removal of any trees, if necessary, whether or not the Lot or Lots have been conveyed to and/or contracted for any other Owner or Owners.

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

Section 6. It is expressly agreed and understood that the title conveyed by Declarants to any Lot or parcel of land within the Properties by contract, deed or other conveyance shall be subject to any easement affecting same for roadways or drainage, water, gas, sewer, storm sewer drainageways, electric light, electric power, cable service,

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

Section 7. Utility Easements.

(a) A ten foot (10') utility easement has been dedicated along the front of all Lots and along the side Lot line adjacent to the street right-of-ways of all corner Lots except as otherwise indicated on the Plat.

(b) No building shall be located over, under, upon or across any portion of any utility easement; however, the Owner of each Lot shall have the right to construct, keep and maintain drives and similar improvements across the utility easement along the front of the Lot and/or along the side of corner Lots adjacent to street right-of-ways and shall be entitled to cross such easements at all times for purposes of gaining access to and from such Lots.

(c) With the prior approval of the Committee, the Owner of each Lot also shall have the right to construct, keep and maintain driveways, walkways, steps, air conditioning units and equipment over, across or upon any utility easement along the side of such Lots (the "Side Lot Utility Easement", other than along any Side Lot Utility Easement which is adjacent to a street right-of-way) and shall be entitled, at all times, to cross, have access to and use the improvements located thereon; however, any such improvements placed upon such Side Lot Utility Easement by the Owner shall be constructed, maintained and used at Owner's risk and the location of such improvements shall not impede the natural flow of water across the Lot. The Owner of each Lot subject to said Side Lot Utility Easements shall be responsible for (i) any and all repairs to the driveways, walkways, steps, air conditioning units and equipment which cross or are located upon such Side Lot Utility Easements 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 Side Lot Utility Easements.

(d) The Owner of each Lot shall indemnify and hold harmless Declarants, the Utility District and public utility companies having facilities located over, across or under utility easements from any loss, expense, suit or demand resulting from injuries to persons or damage to property in any way occurring, incident to, arising out of, or in connection with said Owner's installation, maintenance, repair or removal of any permitted improvements located within utility easements, including where such injury or damage is caused or alleged to be caused by the sole negligence of such public utility or its employees, officers, contractors, or agents.

(e) In no event shall any owner construct, maintain or use any of the above described improvements or any other improvements within any utility easements located along the rear of such Owner's Lot.

(f) In addition to the utility easements shown on the recorded Plat, there is hereby dedicated a five foot (5') wide Gulf States Utilities Company easement, extending from the surface of the ground downward, and said easement being two and one-half (2 1/2) feet on each side of underground electric service lines as now or hereafter constructed and will extend along the route selected by Gulf States Utilities Company from Gulf States Utilities Company's distribution facilities to the electric meter when and as located upon Lots and Reserves in the Subdivision. Gulf States Utilities Company shall have the right to excavate said Lot easement strip, and to remove objects, structures, growth or protrusions thereon.

Section 8. Road and Street Easements. The roads and streets in the Properties are not dedicated to the public, but shall be operated as private streets by The Estates Association with each Owner having an easement for the use and benefit of such Owner of a Lot fronting thereon or adjacent thereto, which easements shall include rights of ingress, egress and passage over and along said streets in favor of the Declarants, The Estates Association, the Owners and their respective legal representatives, successors and assigns, guests, invitees, licensees, designees and the successors-in-title to each Lot Owner and in favor of the invitee and designees of each successors-in-title to each Lot Owner, but not in favor of the public.

Subject to the terms and conditions of this Section, the private roads and streets in the Properties as shown on the Plat are hereby dedicated as utility easements strictly 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 Declarant sees fit to install (or permit to be installed) in, across and/or under the Property. The dedication of the private roads and streets as utility easements shall not affect The Estates Association's operation of the roads and streets in this Property as private roads and streets.

Notwithstanding The Estates Association's operation of the roads and streets in the Property as private streets, Declarants hereby grants to Law enforcement agencies and officers of Montgomery County and the State of Texas, other governmental law enforcement bodies, fire department officials and fire protection personnel, vehicles and equipment, ambulances, school buses, Montgomery County officials and personnel and other governmental officials and personnel, and to the authorized agents of the Association for performance of the Association's duties and obligations and exercise of the Association's rights in respect to the Properties, rights of ingress and egress and passage over and along said private roads and streets of the Properties in connection with the performance of their official functions.

ARTICLE III Use Restrictions

Section 1. Land Use and Building Type. All Lots shall be known and described as Lots for single family detached residential dwellings only (hereinafter sometimes referred to as "Residential Lots"), and no structure shall be erected, altered, placed or permitted to remain on any Residential Lot other than one (1) single family dwelling with a detached or an attached fully enclosed garage for not less than two (2) nor more than four (4) cars. The garage will be available for parking automobiles at all times without any modifications being made to the interior of said garage. Such garage or carport shall be constructed at the same time as the dwelling and act as an integral part of the residential structure, constructed with the same design, color and materials as the residence. Occupancy of the dwelling shall not be authorized until the garage is complete. The residential dwelling shall not exceed a height of thirty-five (35) feet. The height shall be measured from where the highest point of natural grade of the Lot abuts the structure, except where the slab must be elevated above the natural grade to achieve minimum slab elevation as required by the Committee. In this situation the height shall be measured from the minimum slab elevation established by the Committee. A detached garage or carport shall not exceed one story in height provided, however, if a bona fide servants quarters is constructed above the garage, the total height will not exceed the main dwelling in height or number of stories.

Except as otherwise provided herein, all attached garages shall open to the side or to the rear of the Lot upon which it is built, except that no garage may open to the rear of a Waterfront Lot unless otherwise approved by the Architectural Control Committee. All garages may open to the front of the Lot if the front of the garage is set back at least sixty-five (65) feet from the front lot line unless otherwise approved by the Committee. However, no garage may extend over the rear building line. All garages opening to the front of the Lot must be set back ten (10) feet behind the main Residential Dwelling. All detached garages where permitted in this Article must be attached to the main residence with a covered walk. Garages placed on corner lots may face the side street and shall be located no closer to the side lot line than the minimum side lot building setback line as shown on the Subdivision Plat.

As used herein, the term "Residential Purposes" shall be construed to prohibit the use of said Lots for garage apartments or apartment houses; and no Lot shall be used for business or professional purposes of any kind, nor for any commercial or manufacturing purpose. Each lot and improvement thereon shall be used only as a single family residence. The rental of a dwelling for occupancy as a residence shall not be construed as a business. No building of any kind or character shall ever be moved onto any Lot within said Properties without written permission of the Committee; however, no Residential Dwelling shall be moved onto any Lot within said Properties.

Section 2. Carports. Carports are acceptable, however in no case shall they substitute for the two car garage requirement. No carport shall be erected or permitted to remain on any Lot without the expressed prior written approval of the Committee. Approval will be denied unless the carport is an integral part of the residential structure and the carport is constructed with the same design, color and materials as the Residential Dwelling. Only motor vehicles, as identified in Section 22 of this Article, shall be parked or stored in a carport.

Section 3. Architectural Control. No improvement shall be erected, placed or altered on any Lot until the construction plans and specifications and a plot plan showing the location of the Improvement thereon have been approved by the Architectural Control Committee with respect to harmony with existing structures, design, color, location with

respect to topography and finished grade elevation and compliance with minimum construction standards more fully provided for herein.

Section 4. Dwelling Size. The minimum square footage of the total living area of the main residential structure, exclusive of open porches, garages and/or carports, and servants quarters, shall be as follows:

- (a) Interior Lots - The minimum living area of a one (1) or one and one-half (1-1/2) story residential structure shall be 2,800 square feet. The minimum living area of a two (2) or two and one-half (2-1/2) story residential structure shall be 3,200 square feet.
- (b) Waterfront Lots - The minimum living area of a one (1) or one and one-half (1-1/2) story residential structure shall be 3,200 square feet. The minimum living area of a two (2) or two and one-half (2-1/2) story residential structure shall be 3,800 square feet.

Section 5. Type of Construction, Materials and Landscaping.

(a) Residences, garages and carports shall be of 100 percent masonry construction or its equivalent on its exterior wall area, unless approved in writing by the Committee, except that detached garages and carports of interior Lots may have wood siding of a type and design approved by the Committee (stucco is considered masonry), however detached garages on Interior corner lots which face the side street must be of 100 percent masonry construction unless otherwise approved by the Committee. All chimneys shall be of masonry construction.

(b) No external roofing material other than wood shingles, wood shake, slate, tile, metal, built up roof, composition (where the type, weight, quality and color has been specifically approved by the Committee) shall be used on any building in any part of the Properties without the written approval of the Committee. All roofing material must be applied in accordance with the manufacturer's specifications. Roof vents, vent stacks, galvanized roof valleys and other roof items must be painted to match the roof materials. Roof items that appear on cedar shingle roofs must be painted in such a manner that the color matches a weathered cedar shingle. Galvanized roof valleys must be primed before being painted to insure the prevention of peeling.

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

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

(e) Landscape layout and plans shall first be approved by the Committee before work commences.

(f) All roof ventilation (other than ridge ventilators) shall be located to the rear of the roof ridge line and/or gable of any structure and shall not extend above the highest point of such structure, so as not to be visible from any street. The Committee shall have the right to approve the exceptions to the foregoing in cases where energy conservation and heating/cooling efficiency require ventilators that, because of the particular roof design, cannot be hidden from view.

Section 6. Building Location. No main residence, garage or carport nor any part thereof shall be located on any Lot nearer to the front or rear Lot line or nearer to the side street Lot line than the minimum building lines as shown on the Subdivision Plat. No main residence, garage or carport or any other out building or any part thereof shall be located nearer than ten (10) feet to any interior side Lot line. An arbor or other out building or structure which has been approved by the Committee may be constructed beyond said rear building line. A satellite dish is not considered a structure (see Section 23 of this Article for satellite dish location). Said out building or structure shall contain no more than four hundred (400) square feet and be no less than sixty-five percent (65%) open in its total wall surfaces unless otherwise approved by the Committee. All materials used in constructing any out building or other such structure shall be in harmony with the main residence. For the purpose of this covenant, eaves, steps and open porches shall not be considered as a part of the building; provided, however, that this shall not be construed to permit any portion of a building on any Lot to encroach upon another Lot, except that any Owner of one or more adjoining Lots may, with the written permission of the Committee, merge such Lots into one building site with the privilege of placing or constructing improvements on such resulting site, in which case side setback lines shall be measured from the resulting side property lines rather than the Lot lines as indicated on the recorded plat and such composite building site shall thereupon be regarded as a "Lot" for the purposes of this Article III, Section 6 only. For the purpose of these restrictions, the front of each Lot shall coincide with and be the property line having the smallest or shortest dimension abutting a street except Lot 1, Block 1 shall front in a northwesterly direction, Lot 8, Block 1 shall front in either a southerly or a southeasterly direction, Lot 54, Block 1 shall front in a northeasterly direction, and Lot 1, Block 2 shall front in a westerly direction, unless otherwise approved by the Committee. Unless otherwise

approved in writing by the Committee, each main residential dwelling will face the front of the Lot.

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

Section 7. Slab Requirements. All building foundations shall consist of a concrete slab, unless the Committee approves a different type of foundation when circumstances, such as topography of the Lot, make it impractical to use a concrete slab for all or any portion of the foundation of the building improvements constructed on the Lot. The finished slab elevation for all structures shall be above the 100 year flood plain as established by Commissioner's Court of Montgomery County, Texas, the Montgomery County Engineers Office, and other applicable governmental authorities. All residential foundations/slabs for all Lots in the subdivision must be a minimum of eight inches above finished grade of the Lot at the foundation perimeter. The Committee does not determine whether the structural integrity of the slab is adequate. A structural engineer should be consulted on these matters. Sufficient soil investigation should be obtained for proper slab design.

The Committee may make deviations in the above foundation requirements provided such deviations do not alter the scope and intent of the restrictions.

Section 8. Special Restrictions for Block 1, Lot 54. To protect the view of the homes facing the rear or side of Lot 54, Block 1, the design of a residence and the location of the residence constructed on Lot 54, Block 1 must be approved by the Committee and unless otherwise approved by the Committee, no fencing may be placed along the building line adjacent to Waterfront Drive. The landscaped yard area in the rear or side of the residence (that yard adjacent to the street on the northwest side of the lot) shall be maintained and kept free of all debris and storage in the same manner as the landscaped front yard area. Any storage shall be kept within an enclosed area as approved by the Committee.

Section 9. Annoyance or Nuisances. No noxious or offensive activity shall be carried on upon any Lot nor shall anything be done thereon which may become an annoyance or nuisance to the neighborhood. No exterior speaker, horn, whistle, bell or other sound device, except security and fire devices used exclusively for security and fire purposes, shall be located, used or placed on a Lot. Activities especially prohibited, including but not limited to the following, are:

- (a) The performance of work on automobiles or other vehicles upon the Lot or in driveways or streets abutting Lots except as permitted in Section 22 of this Article.
- (b) The use or discharge of firearms, firecrackers or other fireworks within the Properties.
- (c) Storage of flammable liquids in excess of five gallons.
- (d) Activities which may be offensive by reason of odor, fumes, dust, smoke, vibration, vibration or pollution which are hazardous by reason of excessive danger, fire or explosion.

The Board of Directors shall have the final decision as to determining what constitutes a nuisance or annoyance.

Section 10. Temporary Structures. No structure of a temporary character, whether trailer, basement, tent, shack, garage, barn or other outbuilding shall be maintained or used on any Lot at any time as a residence, or for any other purpose, either temporarily or permanently; provided, however, that Declarants reserve the exclusive right to erect, place and maintain such facilities in or upon any portion of the Properties as in its sole discretion which may be necessary or convenient while selling Lots, selling or constructing residences and constructing other improvements upon the Properties. Such facilities may include but not necessarily be limited to sales and construction offices, storage areas, and signs. Portable toilet facilities shall be placed at the construction site of all Residential Dwellings. Upon approval of the Committee, a contractor building a Residential Dwelling on a Lot for the Owner of such Lot may place a temporary construction office on the Lot. No garage, servant's quarters or other permitted accessory structure shall be erected, placed or maintained on any Lot until construction of the main residential dwelling has commenced. Any structure on which construction has commenced must be completed within a reasonable length of time.

Section 11. Signs and Billboards. No signs, billboards, posters, or advertising devices of any character shall be erected, permitted or maintained on any Lot or plot without the express prior written consent of the Association. All signs, billboards, posters and other advertising devices shall conform to the Committee's predetermined sign policy.

The Association, Declarants or their agents shall have the right to remove any sign not complying with the above referenced policy and in so doing, shall not be liable and are expressly relieved from any liability for trespass or other tort in connection therewith or arising from such removal. The right is reserved by Declarants and their designated agent to construct and maintain such signs, billboards or advertising devices as is customary in connection with the general sale of property.

Section 12. Oil and Mining Operations. No oil drilling or development operation, oil refining, quarrying or mining operations of any kind shall be permitted upon or in any Lot nor shall oil wells, tanks, tunnels, mineral excavations or shafts be permitted upon or in any Lot. No derrick or other structure designed for use in boring for oil or natural gas shall be erected, maintained or permitted upon any Lot.

Section 13. Storage and Disposal of Garbage and Refuse. No Lot shall be used or maintained as a dumping ground for rubbish. Trash, garbage or other waste materials shall not be kept except in sanitary containers constructed of metal, plastic or masonry materials with sanitary covers or lids. Equipment for the storage or disposal of such waste materials shall be kept in clean and sanitary condition. No Lot shall be used for the open storage of any materials whatsoever, which storage is visible from the street, except that new building materials used in the construction of improvements erected upon any Lot may be placed upon such Lot at the time construction is commenced and may be maintained thereon for a reasonable time, so long as the construction progresses without undue delay, until the completion of the improvements, after which these materials shall either be removed from the Lot or stored in a suitable enclosure on the Lot.

Section 14. Electric Distribution System. The type of electric service supplied to Owners will be alternating current at approximately 60 cycles per second, single phase, three wire, 120/240 volts and metered at 240 volts. It is understood and agreed that only electrical service of the characteristics described above, will be furnished by Gulf States Utilities Company in WALDEN ON LAKE CONROE, THE ESTATES OF WALDEN, and that such service will be from the electric distribution system to be installed by Gulf States Utilities Company, and Owners agree that only electric service at 120/240 volts, single phase, three wire, will be available for Lots. The locked rotor current of any motor connected to this service will be limited in accordance with the standard service practices of Gulf States Utilities Company. The utility easement areas dedicated and shown on the recorded map of WALDEN ON LAKE CONROE, THE ESTATES OF WALDEN, may be cleared and kept clear by any utility of all trees, bushes and other growth, including overhanging branches from trees or protrusions from structures located upon adjacent property, without payment to Owners by such utility for such clearance, cutting or trimming. The provisions of this paragraph shall constitute a covenant running with the land as to each Lot and Owner in the Properties.

Declarants do hereby require that individual underground electrical service drops be installed to each residence. The Owners of each residence will therefore comply with Gulf States Utilities Company's policy regarding such underground service installations, and the Owners do hereby agree to pay any charges which might be incurred for the installation of the underground service as set forth in the Company policy. Gulf States Utilities Company's policy is subject to change from time to time without notice. The Owners shall ascertain the location of said service drops and keep the area over the route of said service drops free of excavations and clear of structures, trees and other obstructions; and Gulf States Utilities Company may install, maintain, repair, replace and remove said underground service drops, and open the ground for any such purpose or purposes; and no payment will be due or made by any utility for such use or activity.

Declarants hereby reserve the right to grant upon, across and over each Lot and easement and license along the perimeter boundaries of each Lot to the width of five feet measured from each boundary of each Lot, protruding from each boundary into the interior portion of each Lot, for the purpose of erection, construction, maintenance, repair and the continuous placement of an electrical lighting system throughout the Property. This reserved right is expressly reserved on behalf of and for the benefit of Declarants and any public utility company, including but not limited to Gulf States Utilities Company. This reserved right includes expressed right of Declarants and each public utility company to clear, grade and remove such obstructions including, but not limited to, trees, brush and other landscaping that the Declarants or the public utility company deems necessary in order to effectuate the construction, erection, maintenance and continuance placement of the electrical lighting system hereby contemplated. Declarants further reserve hereby, unto themselves and to any such public utility company, the expressed right to enter upon any Lot for the purpose of construction, installation, maintenance, repair and continuous placement of the electrical lighting contemplated hereunder and to remove any obstruction as might exist within this designated area, and such shall not be deemed to be trespass in any respect to the rights of the Owner of the Lot. Each Owner, by acceptance of a Deed to a Lot in these Properties, does acknowledge the existence of this reserved right and the rights hereunder created, such right being for the expressed benefit of each other Lot in

the Properties. Neither Declarants nor any public utility company acting under the easement license or rights referred to herein shall be liable for any damages done by themselves or their assigns, agents, employees or servants to any fences, shrubbery, trees, flowers or any other property of the Lot Owner situated on the property by this easement and license.

Section 15. Views to and from Lake Conroe. Views to and from Lake Conroe are encouraged so that each view can become a positive addition to the environment of the Properties. Except for approved trees, no view obstruction plant material greater than two (2) feet in height shall be permitted on any Waterfront Lot beyond the rear building line. It is not the intent of these restrictions to remove any existing trees from the Property. The removal of existing trees from Lots must be approved by the Committee.

Section 16. Walls, Fences and Hedges. All walls, fences and hedges must be approved by the Committee. Except as otherwise provided herein, no walls or fences shall be erected or maintained nearer to the front of any Lot than the front of the Residential Dwelling constructed on the lot, or, on corner lots, nearer to the side Lot line than the side Lot building line parallel to the side street as shown on the recorded Plat. Except as otherwise provided herein, all walls and fences on any Lot must be of ornamental iron, wood or masonry construction unless otherwise approved by the Committee. The Declarants may construct fencing eight (8) feet tall at entrances to the Properties. Unless otherwise approved by the Committee, all ornamental iron fences shall be black in color and of a design that conforms to the Committee's pre-determined plan for such improvements. No chain link fences shall be erected, placed or permitted to remain on any residential Lot. All wooden fences shall be constructed of No. 1 Western Cedar. Where approved herein, all wooden fences exposed to view from the street adjacent to the Lot shall be built so the finished side faces said street. No fence shall be installed which will impede the natural flow of water across the Lot. Unless otherwise approved by the Committee, pilasters which are in harmony with the main residential structure shall be used in conjunction with ornamental iron fences. A small patio which is an integral part of the dwelling may be enclosed with a fence or wall. Ownership of any wall, fence or hedge erected as a protective screening on a Lot shall pass with title to the Lot, and it shall be the Owners responsibility to maintain said protective screening thereafter. In the event of default on the part of the Owner or occupant of any Lot to maintain said protective screening and such failure continuing after ten days written notice thereof, the Association, at its option, without liability to the Owner or occupant in trespass or otherwise, may, in its discretion, enter upon said Lot and cause said protective screening to be repaired or maintained or do any other thing necessary to secure compliance with these restrictions, so as to place said protective screening in a satisfactory condition and may charge the Owner or occupant of such Lot for the cost of such work. The Owner or occupant, as the case may be, agrees by the purchase or occupancy of the lot to pay such statement immediately upon receipt thereof, and all such payments by The Association, shall, likewise, be secured by a Vendor's Lien for the benefit of the Association in the same manner as the maintenance charges payable in accordance with Article VII, Section 4 herein. In addition to the provisions above, the following restrictions shall apply to the following lots:

Waterfront Lots - Unless otherwise approved by the committee, no wall or fence shall be erected or maintained nearer to the rear of any Waterfront Lot than the rear of the Residential Dwelling constructed on the Lot. Except as provided otherwise herein or as may be approved by the Committee, all fences constructed on Waterfront Lots shall be five (5) feet tall and will be made of ornamental iron of a design that conforms to the Committee's pre-determined plan for such improvements. All fencing constructed along the easterly side of Lot 2, Block 1 shall be of ornamental iron and must be no less than five (5) feet nor greater than six (6) feet in height. Said easterly Lot line fencing of Lot 2, Block 1 shall be identical to that constructed on Lots 1 & 2, Block 2 and Lot 1, Block 1. The Declarants or Owner of Lot 2, Block 1 may construct said ornamental fence the full length of most easterly lot line of such Lot. Unless otherwise approved by the Committee, all hedges planted and/or maintained adjacent to fences shall not exceed five (5) feet in height.

Interior Lots - Unless otherwise approved by the Committee, all walls and fences on any Interior Lot must be six (6) feet tall except that ornamental iron fences must be five (5) feet tall. All fences constructed along the easterly side of Lots 1 & 2, Block 2 and Lot 1, Block 1 shall be of ornamental iron and must be no less than five (5) feet nor greater than six (6) feet in height unless otherwise approved by the Committee and said easterly Lot line fencing shall be identical on all Lots.

Section 17. Mailboxes. The Declarants or the Committee, as the case may be, shall have the right to designate the exclusive design, motif and materials for mail boxes within the Properties and may at its option purchase such items in bulk and resell them to each Owner at cost.

Section 18. Utilities. Improvements situated on a Lot shall be connected to the water and sewer lines as soon as practical after same are available at the property line. No privy, cesspool or septic tank shall be placed or maintained upon or in any Lot. The installation and use of any propane, butane, LP gas or other gas tank, bottle or cylinder of any type (excluding those normally associated with outdoor barbecue grills) shall require the prior written approval of the Committee and shall be screened from public view. All telephone, electric cable or other service lines shall be installed underground.

Section 19. Views, Obstructions and Privacy. In order to promote the aesthetic quality of "views" within The Estates of Walden, and particularly the views of Lake Conroe, the Committee shall have the right to review and approve:

- (a) The location of all windows and the type of proposed window treatments and exposed window coverings.
- (b) The probable view from second story windows and balconies and decks (particularly where there is a potential invasion of privacy to an adjoining neighbor).
- (c) Sunlight obstructions.
- (d) Roof top solar collectors.
- (e) Flagpoles, flags, pennants, ribbons, streamers, wind sock and weather vanes.
- (f) Exterior storage sheds.
- (g) Fire and burglar alarms which emit lights or sounds.
- (h) Children playground and recreational equipment.
- (i) Exterior lights.
- (j) Ornamental statuary, sculpture and/or yard art visible from a street or common area excluding those which may be part of an otherwise approved landscape plan.
- (k) The location of the Residential Dwelling on the Lot.

Prohibited items. The following items are prohibited from appearing within the properties:

- (a) Clotheslines, reels, hanging circles and other exterior clothes drying devices.
- (b) Above ground swimming pools.
- (c) Window unit air conditioners.
- (d) Signs (except for certain "For Sale" and "For Lease" signs).
- (e) Storage of more than twenty-five gallons of fuel outside of regular vehicle gas tanks.
- (f) Unregistered or inoperable motor vehicles.

Section 20. Lot/Yard Maintenance. The front and rear yard of all Waterfront Lots, the front and side yard of all corner lots, and the front yard of all other lots shall be landscaped. Such landscaping shall be in accordance with the Committee's Standards. The Committee's decision shall be final. Unless otherwise provided for herein, such landscaping is to be completed within three months of the date of occupancy of the dwelling. The Owners or occupants of all Lots shall at all times keep all weeds and grass thereon cut in a sanitary, healthful and attractive manner and shall in no event use any Lot for storage of materials and equipment except for normal residential requirements or incident to construction of improvements thereon as herein permitted or permit the accumulation of garbage, trash or rubbish of any kind thereon and shall not burn anything. The Owners or occupants of any Lots at the intersection of streets or adjacent to the Lake, parks, playgrounds or other facilities where the rear yard or portion of the Lot is visible to full public view shall construct and maintain suitable enclosure to screen the following from public view: 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, the Association or their assigns may, at their option, without liability to the Owner or occupant in trespass or otherwise, enter upon said Lot and cause to be cut such weeds and grass and remove or cause to be removed such garbage, trash and rubbish or do any other thing necessary to secure compliance with these restrictions so as to place said Lot in a neat, attractive, healthful and sanitary condition and may charge the owner or occupant of such Lot for the cost of such work. The Owner or occupant, as the case may be, agrees by the purchase or occupancy of the property to pay such statement immediately upon receipt thereof, and all such payments by The Association shall, likewise, be secured by a Vendor's Lien for the benefit of The Association in the same manner as the Maintenance Charges payable in accordance with Article VII, Section 4 herein.

The digging of dirt or the removal of any dirt from any Lot is expressly prohibited except as may be necessary in conjunction with the landscaping of or construction on such Lot. Unless otherwise approved by the Committee, no trees shall be cut or removed

except to provide room for construction of improvements, to present a hazard to the structural integrity of the slab or to remove dead or unsightly trees.

During the construction of a residence, the Owner is required to remove and haul all trees, stumps, limbs, branches, etc. from the Properties except that the Declarants during construction of the water, sewer and drainage facilities as well as paving, may burn and dispose of in other methods, trees, stumps, underbrush and other trash cleared during the construction process and the Declarants may act in accordance with Article II, Section 4 of this Declaration.

No Owner or contractor may enter upon the Lot adjacent to the one on which he is building for the purposes of ingress or egress to his Lot during or after construction unless such adjacent Lot is also owned by such Owner or such Owner has written approval from the adjacent Lot Owner. Such approval must be furnished to the Committee. All such adjacent Lots shall be kept free of any trees, underbrush, trash, rubbish and/or any other building debris during or after construction of improvements.

Section 21. Motor Vehicles. No unlicensed motor vehicles shall be allowed within the subdivision. No motor bikes, motor cycles, motor scooters, "go-carts", or other similar vehicles shall be permitted to be operated on the Properties, if, in the sole judgment of the Association, such operation, for reason of noise or fumes emitted, or by reason of manner of use, shall constitute a nuisance or jeopardize the safety of the Owners, his tenants, and their families.

Section 22. Storage and Repair of Automobiles, Boats, Trailers and other Vehicles. No motor vehicle shall be parked or stored on any part of any Lot, easement, right-of-way, or any other area unless such vehicle is concealed from public view inside a garage or other approved enclosure, except passenger automobiles, passenger vans or pickup trucks that: are in operating conditions; have current license plates and inspection sticker; and are in daily use as motor vehicles on the streets and highways of the State of Texas; and which do not exceed six (6) feet, six (6) inches in height or seven (7) feet, seven (7) inches in width or twenty-one (21) feet in length, may be parked in the driveway on such lot. No non-motorized vehicle, trailer, boat, marine craft, hover craft, aircraft, machinery or equipment of any kind may be parked or stored on any part of any Lot, easement, right-of-way or any other area unless such object is concealed from public view inside the garage or other approved enclosure. The term "approved enclosure" shall mean an enclosure that has been previously approved by the Committee. No repair work, dismantling or assembling of motor vehicles or other machinery or equipment shall be done or permitted on any street, driveway, or any portion of the Properties. If a complaint is received about a violation of any part of this section, the Association will be the final authority on the matter. This restriction shall not apply to any vehicle, machinery, or maintenance temporarily parked and in use for the construction, repair or maintenance of the subdivision facilities or of a house or of any other structure. No Owner of any Lot or visitor or guest of any Owner, occupant or resident shall be permitted to perform work on automobiles or other vehicles in driveways or streets other than work of a temporary nature.

Section 23. Antennas and Satellite Dishes. No electronic antenna or device for receiving or transmitting any signal of any type other than an antenna for receiving normal marine signals from a water craft located on Lake Conroe shall be erected, constructed, placed or permitted to remain on any Lot, house, garage or other buildings unless otherwise approved by the Committee. All marine radio antennas must be attached to the main residential structure. Only one antenna per Lot shall be permitted. In all cases, no antenna shall be erected as a free standing or guide structure. No antenna of any style shall be permitted on the Lot which extends more than ten (10) feet above the roof of the main residential structure on said Lot. The Committee may allow the installation of satellite dishes if in the sole opinion of the Committee the location of said dish does not unnecessarily effect the views or aesthetics within The Estates of Walden. The Committee's decision shall be final. Unless otherwise approved by the Committee, no satellite dish may be maintained on any portion of any Lot outside the building lines of said Lot or forward of the front of the improvements thereon. A satellite dish may not exceed ten feet in diameter and must be mounted as close to the ground as practical. However, in no event may the top of the satellite dish be higher than six feet from the grade level of the ground. All dishes shall be of one solid color of black or earth tones of brown, grey or tan. The expanded metal type dish is recommended. No multicolored dishes shall be permitted. No advertising or the printing of names of any type shall be permitted. No more than one satellite dish shall be permitted on each Lot. No transmitting device of any type which could cause electrical or electronic interference in the neighborhood shall be permitted. Architectural approval is required prior to the installation of any satellite dish. The Association reserves the right to seek the removal of any dish that was installed without first obtaining approval or any dish that violates these restrictions.

Section 24. Solar Panels. All solar panels installed shall be framed in such a manner so the structural members are not visible. The framing material shall be one that is in harmony with the rest of the structure. Architectural approval is required prior to the installation of any solar panels. The Association reserves the right to seek the removal of any solar panel that was installed without first obtaining approval or any solar panel that violates these restrictions.

Section 25. Septic Tanks. No septic tank may be installed on any Lot which is served by a central sanitary sewer system. If a central sanitary sewer system is not available to a Lot, a septic tank may be installed as a temporary measure, but must tie into the central system as soon as it becomes available to the Lot. No septic tank may be installed unless approved by the Committee, Montgomery County Health Unit and all governmental agencies or authorities having jurisdiction. No septic tank may drain into road ditches, either directly or indirectly.

Section 26. Pets. No horses, cows, hogs, poultry, or livestock of any kind (other than house pets of reasonable kind and number) may be kept on any Lot. Should such pets become a nuisance in the opinion of the Association, they must be removed from the premises and the Properties. No pets are to run at large.

Section 27. Drainage. Each Owner of a Lot agrees that he will not in any way interfere with the established drainage pattern over his Lot from adjoining Lots or other Lots in the Properties. Any changes necessary in the established drainage pattern must be included on the Owners plans and specifications when submitted to the Committee. Such drainage plans shall be subject to the Committee's approval. Each Owner agrees that he will take all necessary steps to provide for additional drainage of his Lot in the event it becomes necessary. Established drainage shall be defined as drainage that exists at the time the Declarants complete all grading and landscaping within the Properties. If an Owner wishes to change the established drainage and is not at that time constructing a home, a drainage plan must be provided to the Committee for approval. No pockets or low areas may be left on the Lot where water will stand following a rain or during normal yard watering. With the approval of the Committee, an Owner may establish an alternate drainage plan for low areas by installing underground pipe and area inlets or other such methods as approved by the Committee.

Section 28. Concrete Curb/Driveway Maintenance. The Owner or occupant shall at all times keep his entrance lip, driveway curbs, curb ties, and curbs along the street adjacent to his property in a good state of repair and attractive in appearance. In the event of any default by the Owner or other occupant of a Lot in observing the above requirements which default is continuing after thirty days' written notice thereof to the Owner or occupant as applicable, The Estates Association or their designated agents may at their option, without liability to the Owner or occupant in trespass or otherwise enter upon said Lot and make such repairs as deemed necessary by the Declarants or The Association to insure compliance with this declaration, so as to place such driveway entrance items and street curb in a good state of repair and attractive appearance and may charge the Owner or occupant of such Lot for the cost of such work. Such charge, together with interest thereon at the highest rate permitted by applicable laws from the date due until paid and all costs of collection, including reasonable attorney's fees, shall be secured by a Vendors Lien for the benefit of the Declarants or The Association, whichever the case may be, which is hereby retained against each Lot in Walden on Lake Conroe, The Estates of Walden, which lien shall only be extinguished by payment of such sum. Said lien shall be deemed subordinate to the lien or liens or any bank, insurance company or other institutional lender, which hereinafter lends money for the purchase of any property for Walden on Lake Conroe, The Estates of Walden, and or for the construction (including improvements) and/or permanent financing of improvements on such property, provided, however, that said lien shall not be extinguished by any foreclosure sale or other extinguishment of a senior lien but shall remain in full force and effect until paid or released by The Association through appropriate proceedings at law.

Concrete curbs that are chipped, cracked or broken during the construction of the residence are to be repaired or replaced by the Builder/Owner or Owner of the dwelling on each Lot prior to occupancy of the dwelling on said Lot. Chipped curbs may be repaired with an "epoxy grout" mixture. Where several chipped curbs appear in the same area, the entire section of curb (i.e. driveway to driveway) must be overlaid with the "epoxy grout" mixture. Cracked or broken curbs shall be saw cut on both sides of the crack or break, the cracked or broken area removed, reformed and poured "using five sack concrete mix" to match existing curb.

Section 29. Driveways. Driveways may be built of brick, stone, concrete, asphalt or other materials approved by the Committee. All concrete driveways shall be constructed with Portland Cement concrete, four and one-half (4 1/2) sack cement per cubic yard and be reinforced with a minimum of #6, 6" x 6" welded wire mesh, or one and one-half (1-1/2) Type "D" modified asphalt with a six (6) inch compacted limestone

(or approved equal) base material. Driveways width shall be a minimum of ten (10) feet and a maximum of thirty-five (35) feet from the street adjacent to the Lot to the Property line. Beyond the Property line, the minimum width of the driveway shall be nine (9) feet. If more than one driveway is constructed on a common Property, such driveways shall be separated by a minimum distance of at least twenty (20) feet. Driveways shall be constructed so as to prevent normal street flooding from entering upon the adjoining Property accessed by the driveway. The Committee shall have the right to approve the location of the driveway on the Lot.

Driveways connecting into subdivision streets shall be saw cut and not broken when constructing the concrete driveway. An expansion joint shall be installed at each saw cut and at the property line.

Section 30. Walkways/Sidewalks. No walkways or sidewalks shall be constructed across the front of any Lot nor across the side of any corner Lot. Walkways may be constructed from the street adjacent to the front of the Lot to the front entrance of the residence constructed on the Lot.

Section 31. Swimming Pools. No swimming pool may be constructed on any Lot without the prior written consent of the Committee. Two sets of plans and specifications for the proposed pool shall be submitted to the Committee including a plot plan showing the location and dimensions of the pool and related improvements together with the plumbing and excavation disposal plan. No pool shall be constructed on Waterfront Lots nearer than twenty (20) feet of the bulkhead constructed by the Declarants except as may be approved by the Committee. Swimming pool drains shall be piped into the Lake, storm sewer or the street in front of the Lot. In no case shall the street curb be broken or cut to facilitate a pool drain without the prior written approval of the Committee. Excavation required for swimming pools shall be hauled from the site to a place outside of Walden on Lake Conroe.

Section 32. Docks and Boat Slips. No dock, boat slip or other structure shall be constructed which projects beyond the bulkhead installed by the Declarants unless approved by the Committee. Architectural approval shall be granted or withheld based upon (i) architectural design and character of improvements (ii) engineering design and specifications of plan structures and (iii) whether or not the proposed improvements conform to the Committee's predetermined plan for such improvements. No pier may be built adjacent to any Waterfront Lot. However a dock may be constructed adjacent to the bulkhead installed by the Declarants with the exception of Lots 31, 32 & 33, Block 1. Said dock may be no higher in elevation than the bulkhead constructed by the Declarants. A dock is defined as a wooden structure constructed parallel to the aforementioned bulkhead and extending no more than ten (10) feet into the Lake. All boat slips must be constructed within the Lot. To protect the view of adjoining Lots, only low profile boat covers may be placed over the aforementioned boat slips. All boat covers will be dark brown in color as approved by the Committee and shall be no higher than five (5) feet above the existing bulkhead constructed by the Declarants and shall conform to the Committee's predetermined plan for such boat covers. Unless otherwise approved by the Committee, no more than two boat slips capable of docking one boat each or a double boat slip capable of docking two boats will be permitted on any single Waterfront Lot. No house boat may be permanently or semi-permanently moored adjacent to the rear of any Waterfront Lot.

Ownership of any dock, boat slip, boat cover or bulkheading installed on a Lot (including but not limited to the bulkheading installed by the Declarants) shall pass with title to the Lot, and it shall be the owners responsibility to maintain such dock, boat slip, boat cover and bulkheading thereafter. In the event of default on the part of the Owner or occupant of any Lot in maintaining said items and such failure continuing after ten (10) days written notice thereof, the Association, at its option, without liability to the Owner or occupant in trespass or otherwise, may, in its discretion, enter upon said Lot and cause said items to be repaired or maintained or do any other thing necessary to secure compliance with these Restrictions so as to place said item in a satisfactory condition and may charge the Owner or occupant of such Lot for the cost of such work. The Owner or occupant, as the case may be, agrees by the purchase or occupancy of the property to pay such statement immediately upon receipt thereof and all such payments by the Association shall, likewise, be secured by a Vendor's Lien for the benefit of the Association in the same manner as the maintenance charges payable in accordance with Article VII, Section 4 herein.

No "homemade" type dock, boat slip, boat cover or bulkheading will be allowed. Should permission for the construction of the above items be given, the Owner agrees to maintain such items and keep them in a sightly manner. Request and permission shall be given in writing and all requests must be accompanied with complete plans and specifications.

In addition to being approved by the Committee, all plans for all docks and boat slips must be approved in writing by the San Jacinto River Authority and all other governmental agencies having jurisdiction.

ARTICLE IV
Architectural Control Committee

Section 1. Approval of Improvement Plan. No improvement shall be erected, placed or altered on any Lot until the construction plans and specifications and a plot plan showing the location of the improvement have been approved in writing as to harmony of exterior design and color with existing structures, as to location with respect to topography and finished ground elevation, and as to compliance with minimum construction standards by The Estates of Walden Architectural Control Committee. A copy of the construction plans and specifications and a plot plan, together with such information as may be deemed pertinent, shall be submitted to the Committee or its designated representative prior to commencement of construction. The Committee may require the submission of such plans, specifications and plot plans, together with such other documents as it deems appropriate, in such form and detail as it may elect at its entire discretion. The Committee may charge a reasonable fee to cover the administrative expense of its review and comment, such fee to be payable to The Estates of Walden Architectural Control Committee. A form survey prepared by a registered surveyor in the State of Texas shall be submitted to the Committee prior to pouring the foundation of any building or other Improvement that is to be erected, placed or altered on any Lot.

Section 2. Committee Membership. The Declarants, in their sole discretion, shall appoint the members of the Committee which will consist of three (3) members, none of whom shall be required to be residents of Walden on Lake Conroe. The committee shall and will act independently of The Estates Association, Inc., the Walden on Lake Conroe Community Improvement Association, Inc. and the Walden on Lake Conroe Architectural Control Committee until such time as the Declarants assign their rights of appointment to the Walden on Lake Conroe Community Improvement Association Board of Trustees, at which time the Committee shall function in the same fashion as committees of the Walden on Lake Conroe Community Improvement Association. This section may not be amended without the written approval of the Declarants.

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

Section 4. Minimum Construction Standards. The Committee may from time to time promulgate an outline of minimum acceptable construction standards; provided, however, that such outline will serve as a minimum guideline and may be amended from time to time.

Section 5. Disclaimer. No approval of plans and specifications and no publication or designation or architectural standards shall ever be construed as representing or implying that such plans specifications or standards will result in a properly designed structure or satisfy any legal requirements.

Section 6. Non-Liability for Committee Action. No member of the Committee, The Association Board of Directors, their successors or assigns, or the Declarants shall be liable for any loss, damage or injury arising out of or in any way connected with the performance of the duties of the Committee unless due to the willful misconduct or bad faith of the party to be held liable. In reviewing any matter, the Committee shall not be responsible for reviewing, nor shall its approval of any improvement or modification to any improvement on a Lot be deemed approval of the improvement or modification of the improvement from the standpoint of safety, whether structural or otherwise, or conformance of building codes or other governmental laws or regulations.

ARTICLE V
Walden on Lake Conroe
Community Improvement Association, Inc.

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

for membership.

Section 2. Voting Rights. All owners, as defined in Article I, Section 7, shall be entitled to one vote in the Association for each Lot in which they hold the interest required for membership by Section 1. When more than one person holds such interest in any Lot, all such persons shall be members. The vote for such Lot shall be exercised as they among themselves determine, but in no event shall more than one (1) vote be cast with respect to any Lot.

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

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

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

ARTICLE VI The Estates Association

Section 1. Membership. Every person or entity who is an Owner of any of the Lots shall be a member of The Estates Association. The foregoing does not include persons or entities who hold an interest merely as security of performance or an obligation or those having only an interest in the mineral estate. No Owner shall have more than one membership. The membership shall be pertinent to and may not be separated from ownership of the land which is subject to assessment by The Estates Association. Ownership of such land shall be the sole qualification for membership.

Section 2. Voting Rights. The Estates Association shall have two classes of membership: Class A Class A members shall be all those owners as defined in Section 1, with the exception of the Declarants. Class A members shall be entitled to one (1) vote for each Lot in which they hold the interest required for membership by Section 1. When more than one person holds such interest in any Lot, all such persons shall be members. The vote for such Lot shall be exercised as they among themselves determine, but in no event shall more than one (1) vote be cast with respect to any Lot. Class B. The Class B members shall be the Declarants as defined above. The Class B member shall be entitled to three (3) votes for each Lot in which they hold the interest required for membership by Section 1; provided that Class B membership shall cease and be converted to Class A membership on the happening of either of the following events, which ever occurs earlier:

- (a) When the total votes outstanding in the Class A membership equal the total votes outstanding in the Class B membership, or
- (b) January 1, 2000.

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

Section 3. Non-Profit Corporation. The Estates Association, a non-profit corporation, will be organized; and all duties, obligations, benefits, liens and rights herein in favor of The Estates Association shall vest in said corporation.

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

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

ARTICLE VII Maintenance Charges

Section 1. Walden on Lake Conroe Community Improvement Association Maintenance Fund. Each Lot in WALDEN ON LAKE CONROE, THE ESTATES OF WALDEN, is hereby subjected to an annual maintenance charge and assessment, for the purpose of creating a fund to be designated and known as the "maintenance fund", which maintenance charge and assessment will be paid by the Owner or Owners of each Lot within WALDEN ON LAKE CONROE, THE ESTATES OF WALDEN, to the Walden on

Lake Conroe Community Improvement Association, Inc. The maintenance charge is payable annually in advance or, at the option of the Declarants (until such time as such option is assigned to the Association), monthly in advance until a dwelling is erected on the Lot, at which time the maintenance is payable in advance annual installments.

The Declarants and Builder/Owners shall pay twenty percent (20%) of the assessed rate for each Lot owned. Every person or entity who is an owner of more than one Lot, except the Declarants and Builder/Owners, shall pay the full assessed rate on one Lot and twenty percent (20%) of the assessed rate on all additional Lots owned; except that when a dwelling is erected on any Lot the full assessed rate will be paid for such Lot regardless of the number of Lots owned and twenty percent (20%) of the assessed rate shall be payable on all additional Lots owned. The rate at which each Lot will be assessed will be determined annually, and may be adjusted from year to year by the Association as the needs of the Properties may, in the judgement of the Association, require; provided that such assessment will be uniform.

The Association shall use the proceeds of said maintenance fund for the use and benefit of all residents of WALDEN ON LAKE CONROE, THE ESTATES OF WALDEN, as well as all other Sections of the Walden on Lake Conroe Subdivision; provided, however, that each Section of Walden on Lake Conroe, to be entitled to the benefit of this maintenance fund, must be impressed with and subject to the annual maintenance charge and assessment on a uniform (subject to the rates applicable to Declarants and Builder Owners as described herein) per Lot basis, equivalent to the maintenance charge and assessment imposed hereby; and further made subject to the jurisdiction of the Association. The uses and benefits to be provided by said Association shall include, by way of clarification and not limitation and its sole option, any and all of the following: maintaining and operating swimming pools, tennis courts, parks, parkways, boat ramps, both temporary and permanent, right-of-ways, easements, esplanades and other public areas, payment of all legal and other expenses incurred in connection with the enforcement of all charges and assessments, covenants, restrictions, and conditions affecting the properties to which the maintenance fund applies, payment of all reasonable and necessary expenses in connection with the collection and administration of the maintenance charge and assessment, employing policemen and watchmen, and doing any other thing or things necessary or desirable in the opinion of the Association to keep the properties in the Properties neat and in good order, or which is considered of general benefit to the Owners or occupants of the Properties, it being understood that the judgment of the Association in the expenditure of said funds shall be final and conclusive so long as such judgement is exercised in good faith.

Section 2. The Estates Association Maintenance Fund. Each Lot in The Estates of Walden is hereby subjected to an annual maintenance charge and assessment, for the purpose of creating a fund to be designated and known as "The Estates of Walden Maintenance Fund" which maintenance charge and assessment will be paid by the Owner or Owners of each Lot within Walden on Lake Conroe, The Estates of Walden, to The Estates Association. The maintenance charge is payable annually in advance. Every person or entity who is an owner of one or more Lots shall pay the full assessed rate as provided in this Section 2 on each Lot. The rate at which each Lot will be assessed will be determined annually, and may be adjusted from year to year by The Estates Association, as provided below, as the needs of the Properties may require; provided that such assessment will be uniform as to each Lot within The Estates of Walden. The Estates Association shall use the proceeds of said maintenance fund solely for the use and benefit of all residents of Walden on Lake Conroe, The Estates of Walden or to the Property therein.

Until January 1, 1991, the maximum annual assessment per Lot shall be \$120.00. From January 1, 1991 until January 1, 1992, the maximum annual assessment per Lot shall be \$300.00. From and after January 1, 1992, the maximum annual assessment per Lot may be increased on an annual basis, effective January 1 of each year, without a vote of the membership. Each year thereafter the annual assessment per Lot may be increased by the greater of ten percent (10%) or the increase in the Consumer Price Index for Urban Wage Earners and Clerical Workers, U.S. Average, All Items (or if not available by such comparable index as selected by The Estates Association). The Estates Association may elect not to collect a maximum amount in any one year but that shall not affect the rights of The Estates Association to increase and collect an assessment to the maximum cumulative amount permitted hereunder in any subsequent year.

From and after January 1992, the maximum annual assessment per Lot may be increased above the assessment established above, provided that any such charge shall have the assent of two thirds (2/3) of each class of votes of the Association entitled to be cast, at a meeting duly called for this purpose.

The uses and benefits to be provided by said The Estates Association may include, by way of clarity and not limitation and at its sole option, any and all of the following:

maintenance of streets, rights-of-way, easements, greenbelt, esplanades and other public areas, payment of all legal and other expenses incurred in connection with the enforcement of all charges and assessments, conveyances, restrictions, and conditions effecting the properties to which the maintenance fund applies, payment of all reasonable and necessary expenses in connection with the collection and administration of the maintenance charges and assessments, employing policemen and a security force and doing any other thing or things necessary or desirable in the opinion of the Association to keep the Properties neat and in good order, or which is considered a general benefit of the Owners or occupants of the properties, it being understood that the judgment of The Estates Association in the expenditure of said fund shall be final and conclusive so long as such judgment is exercised in good faith.

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

Section 4. Enforcement of Maintenance Fee Collection. Each such assessment, or installment thereof, not paid when due shall incur a late fee of Ten Dollars (\$10.00) or ten percent (10%) of the amount due, whichever is greater. Each such assessment and late fee if not paid when due, and interest at the highest legal rate as permitted by Texas law together with costs of collection, including reasonable attorneys fees, shall be the personal obligation of the Owner against whom they were assessed and shall be secured by a lien as provided herein. To secure the payment of the maintenance fund established hereby and to be levied on individual Lots, there shall be reserved in each Deed (whether specifically stated therein or not) by which the Declarants shall convey such Lots, a Vendor's Lien for the benefit of the Association and or The Estates Association. Said lien is to be enforceable through appropriate proceedings at law by such beneficiary; provided, however, that each such lien shall be secondary, subordinate, and inferior to all liens, present and future, given, granted and created by or at the instance and request of the Owner of any such Lot to secure the payment of monies advanced or to be advanced on account of the purchase price and/or the construction or improvements on any such Lot to the extent of any such maintenance fund charge accrued and unpaid prior to foreclosure of any such purchase money lien or construction lien; and further provided that as a condition precedent to any proceeding to enforce such lien upon any Lot upon which there is an outstanding valid and subsisting first mortgage lien, for the aforesaid purpose or purposes, the Association and or The Estates Association shall give the holder of such first mortgage lien sixty (60) days' written notice of such proposed action, which notice shall be sent to the nearest office of such first mortgage holder by prepaid U.S. certified mail, and shall contain a statement of the delinquent maintenance charges upon which the proposed action is based. Upon the request of any such first mortgage lienholder, the Association and or The Estates Association shall acknowledge in writing its obligation to give the foregoing notice with respect to the particular Lot covered by such first mortgage lien to the holder thereof. Between the Association lien and The Estates Association lien, the lien encompassing the oldest debt shall have a priority.

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

Section 6. Collection after Default by Purchaser. It is specifically stated and agreed that any Lot sold to persons or entities by the Declarants by contract for sale of land, or deed with lien and note, or other instrument and the purchaser defaults in the contract or note payments in any manner and said Lot is repossessed, foreclosed or such contract cancelled by Declarants, their successors or assigns, The Estates Association and the Walden on Lake Conroe Community Improvement Association will release their right to collect the past due maintenance charges, assessments and penalties on such Lots from the Declarants. Nothing herein contained shall relieve the purchaser in default from whom the Lot was repossessed from his obligation to pay such delinquent charges, assessments and penalties to the Association and or The Estates Association.

ARTICLE VIII General Provisions

Section 1. Term. These Covenants shall run with the land and shall be binding upon all parties and all persons claiming under them for a period of forty (40) years from the date these Covenants are recorded after which time said Covenants shall be automatically extended for successive period of ten (10) years each, unless at the end of the 40 years, or anytime thereafter an instrument signed by a majority of the then Owners of the Lots has been recorded agreeing to change or terminate said Covenants herein, it shall be lawful for the Association or any Lot owner to prosecute the proceedings at law

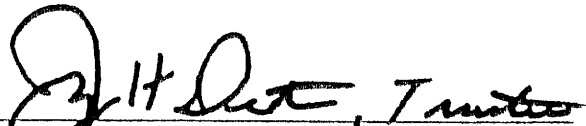
or in equity against the person or persons violating or attempting to violate any such Covenants and either to prevent him or them from doing so or to recover damages or other dues for such violations. The Declarants reserve the right to enforce these restrictions.


Section 2. Severability. Invalidation of any one of these Covenants by judgment or further court order shall in no way affect any of the other provisions.

Section 3. Merger and Subdivision of Lots. Upon application in writing by an Owner or Owners of adjoining Lots, the Committee may authorize the merger or subdivision of adjoining Lots; provided, however, such merger or subdivision shall be in accordance with these declarations, including provisions which may further regulate the merger or subdivision. No merger or subdivision of Lots shall be allowed unless approved by the Committee. Two adjoining Lots may be subdivided provided that in no event shall either of the subdivided Lots contain less than ninety (90) percent of their original Lot area. The Committee's decision shall be final. Such plats and plans as may be necessary to show the merger or subdivision of Lots shall be thereafter prepared at the expense of the requesting Owner or Owners, who shall additionally be responsible for all costs, including legal fees, associated with the merger or subdivision of such Lots. In addition, the side Lot utility easement, if any, must be abandoned or released in accordance with applicable law. The Committee may impose conditions for use of the merged or subdivided Lots as a condition precedent to granting approval of such a merger or subdivision. From and after the time a merger or subdivision of Lots is approved, such Lots shall, for all purposes, be considered Lots in accordance with their new boundaries.

Section 4. Corrected Plats. Until the time a Lot or residential unit within the Properties is transferred by the Declarants to another (other than Builder/Owner, an affiliate of the Declarants, or a holder of a first mortgage on the entire Properties), no Owner of any Lot or residential unit shall have any rights whatsoever to the continuation of any covenants, conditions or restrictions on such properties as contained herein or as may be imposed, expressly or impliedly, by recordation of any plat or as might otherwise be implied or expressed. In furtherance thereof, until the time a Lot or residential unit within the Properties is transferred by the Declarants as aforementioned, the Declarants may revoke or cancel any Plat or other instrument which might be deemed, either expressly or impliedly, to impose any covenants, conditions or restrictions or may take whatsoever steps it deems necessary or desirable to avoid the implication of such existing.

EXECUTED THIS 10 day of September, 1990.

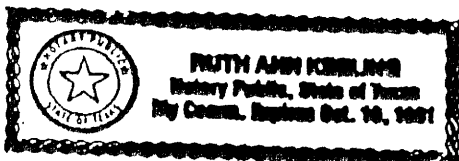

Jerry H. Deutscher, Trustee "Declarant"



S. Conrad Weil, Jr., Trustee "Declarant"

THE STATE OF TEXAS
COUNTY OF HARRIS

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

GIVEN UNDER MY HAND AND SEAL OF OFFICE, this the 10 day of September, A.D., 1990.

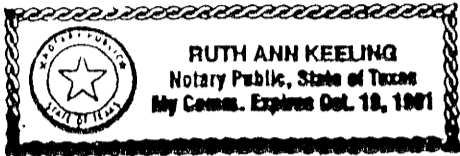



Notary Public in and for Harris County,
Texas

THE STATE OF TEXAS
COUNTY OF HARRIS

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

GIVEN UNDER MY HAND AND SEAL OF OFFICE, this the 10 day of September, A.D., 1990.



Ruth Ann Keeling
Notary Public in and for Harris County, Texas

AFTER RECORDING RETURN TO:

Walden on Lake Conroe
4600 Post Oak Place, St. 152
Houston, Tx. 77027

Attention: M. A. Hunt

EXHIBIT "A"
METES AND BOUNDS DESCRIPTION
90.965 ACRES

Being 90.965 acres of land situated in the Thomas Corner Survey, Abstract 10, Montgomery County, Texas, being part of and out of that certain 91.509 acre tract, conveyed in deed from Dan H. Madeley and wife, Martha Foster Madeley to Jerry H. Deutser and S. Conrad Weil, Jr., Trustees, dated July 9, 1990, as recorded in the Official Public Records of Real Property of Montgomery County, Texas, under County Clerk's File No. 9027916, Film Code No. 665-01-1872, the subject 90.965 acre tract being more particularly described by metes and bounds as follows:

BEGINNING at a 1/2-inch iron rod found for the northeasterly corner of Reserve F, Walden on Lake Conroe Section Eighteen, as shown on plat thereof recorded in Cabinet C, Sheet 74, Map Records of Montgomery County, Texas and being the southeasterly corner of Lot 1, Block 65, of Walden on Lake Conroe Section Fifteen, as shown on plat thereof, recorded in Cabinet C, Sheet 20, Map Records of Montgomery County, Texas, and being on the westerly line of said 91.509 acres;

THENCE, N 00° 09' 09" E, with the easterly line of Walden on Lake Conroe, Section Fifteen, a distance of 650.46 feet to a 1/2-inch iron rod found for the northwesterly corner of the herein described tract;

THENCE, with the meanders of Lake Conroe as follows:

- N 89° 48' 42" E, 6.74 feet,
- N 79° 25' 46" E, 22.53 feet,
- N 02° 19' 01" E, 248.63 feet,
- N 88° 37' 20" E, 55.08 feet,
- N 23° 47' 01" E, 41.60 feet,
- N 07° 02' 45" E, 35.54 feet,
- N 46° 55' 41" E, 11.95 feet,
- N 48° 56' 52" E, 165.13 feet,
- N 46° 42' 59" E, 187.21 feet,
- N 25° 44' 11" E, 176.98 feet,
- N 25° 54' 41" E, 27.36 feet,
- N 28° 59' 41" E, 74.70 feet,
- N 36° 57' 41" E, 84.05 feet,
- N 51° 12' 41" E, 145.50 feet,
- N 66° 55' 41" E, 91.08 feet,
- S 81° 53' 19" E, 63.59 feet,
- S 65° 58' 42" E, 45.94 feet,
- S 39° 54' 19" E, 271.25 feet,
- S 32° 04' 19" E, 82.03 feet,
- S 37° 59' 19" E, 66.18 feet,
- S 24° 48' 16" E, 148.20 feet,
- S 21° 03' 19" E, 18.50 feet,
- S 10° 56' 54" E, 89.70 feet,
- S 14° 04' 14" E, 19.63 feet,
- S 02° 53' 41" W, 148.83 feet,
- S 04° 39' 19" E, 126.48 feet,
- S 11° 38' 19" E, 59.75 feet,
- S 03° 35' 47" W, 67.00 feet,
- S 25° 34' 50" W, 57.47 feet,
- N 81° 55' 48" E, 18.57 feet,
- N 75° 47' 41" E, 22.10 feet,
- N 32° 09' 41" E, 24.92 feet,
- N 34° 58' 14" E, 83.55 feet,
- N 57° 11' 39" E, 207.94 feet,
- N 62° 08' 41" E, 17.29 feet,
- N 72° 56' 33" E, 83.00 feet,
- S 87° 33' 30" E, 124.65 feet,
- S 86° 46' 15" E, 107.08 feet,
- S 81° 20' 19" E, 30.00 feet,
- S 72° 59' 19" E, 81.05 feet,
- S 30° 45' 19" E, 52.26 feet,

N 10° 18' 19" W, 90.22 feet,
N 22° 21' 39" W, 161.45 feet,
N 00° 41' 24" E, 119.85 feet,
N 61° 16' 24" W, 41.12 feet,
N 30° 59' 19" W, 62.03 feet,
N 16° 36' 19" W, 125.46 feet,
N 01° 08' 14" E, 23.39 feet,
N 24° 37' 29" E, 29.23 feet,
N 31° 55' 41" E, 88.40 feet,
N 38° 13' 41" E, 119.15 feet,
N 61° 32' 41" E, 252.22 feet,
S 89° 02' 11" E, 62.00 feet,
S 85° 06' 19" E, 88.60 feet,
N 69° 31' 41" E, 154.35 feet,
S 86° 32' 19" E, 83.50 feet,
S 80° 57' 08" E, 115.45 feet,
N 71° 22' 31" E, 120.43 feet,
N 81° 23' 41" E, 20.23 feet,
S 83° 22' 51" E, 62.91 feet,
S 71° 47' 19" E, 108.28 feet,
S 85° 43' 19" E, 95.33 feet,
N 14° 03' 41" E, 85.14 feet,
N 31° 11' 41" E, 207.40 feet,
N 46° 00' 41" E, 96.22 feet,
N 68° 37' 41" E, 112.82 feet,
N 86° 03' 41" E, 195.10 feet,
S 69° 19' 19" E, 120.40 feet,
S 86° 44' 19" E, 65.16 feet,
S 72° 01' 56" E, 28.16 feet,
N 86° 22' 17" E, 59.60 feet,
S 86° 44' 19" E, 10.13 feet and
N 80° 37' 03" E, 12.12 feet to a 1/2-inch iron rod found for the
easterly line of said 91.509 acres;

THENCE, S 43° 16' 42" W, with the easterly line of said 91.509 acres, a
distance of 623.67 feet to a 1/2-inch iron rod found for corner;

THENCE, S 05° 45' 16" W, continuing with the easterly line of said 91.509 acres,
a distance of 600.00 feet to a 1/2-inch iron rod found for the southeasterly
corner of the herein described tract;

THENCE, N 82° 00' 58" W, a distance of 414.78 feet to a 1/2-inch iron rod found
for corner;

THENCE, N 89° 01' 13" W, a distance of 300.07 feet to a 1/2-inch iron rod found
for corner;

THENCE, S 00° 46' 02" W, a distance of 239.08 feet to a 1/2-inch iron rod found
for corner;

THENCE, S 17° 14' 47" W, a distance of 314.32 feet to a 1/2-inch iron rod found
for corner;

THENCE S 45° 34' 53" W, a distance of 311.70 feet to a 1/2-inch iron rod found
for corner;

THENCE, S 72° 40' 09" W, a distance of 295.41 feet to a 1/2-inch iron rod found
for corner;

THENCE, S 81° 24' 59" W, a distance of 214.40 feet to a 1/2-inch iron rod found
for corner;

THENCE, S 70° 28' 46" W, a distance of 433.94 feet to a 1/2-inch iron rod found for corner;

THENCE, S 89° 17' 09" W, a distance of 426.05 feet to a 1/2-inch iron rod found for corner;

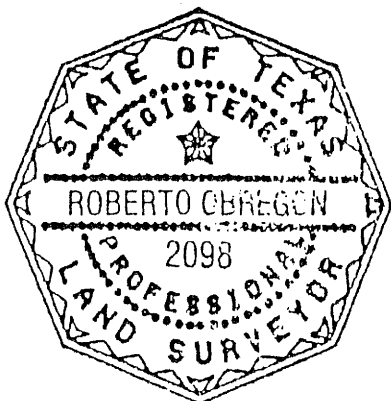
THENCE, S 70° 04' 16" W, a distance of 495.26 feet to a 1/2-inch iron rod found for corner;

THENCE, S 76° 58' 45" W, a distance of 176.03 feet to a 1/2-inch iron rod found for corner;

THENCE, S 82° 40' 15" W, a distance of 197.82 feet to a 1/2-inch iron rod found for corner;

THENCE, N 89° 52' 26" W, a distance of 100.00 feet to a 1/2-inch iron rod found for corner on the easterly line of said Reserve F, Walden on Lake Conroe Section Eighteen;

THENCE, N 00° 07' 34" E, with said easterly line of said Reserve F, a distance of 256.64 feet to the POINT OF BEGINNING and containing 90.965 acres of land.



S & V Surveying, Inc.

By: _____

A handwritten signature in black ink, appearing to read "Roberto Obregon", written over a horizontal line.

September 11, 1990
Job No. 07802-000-0-DEV

FILED FOR RECORD

90 SEP 11 AM 9:42

Roy Harris
COUNTY CLERK
MONTGOMERY COUNTY, TEXAS