

or by certified mail to his last known address. Notice by mail shall be complete upon deposit of the notice, enclosed in a post-paid, properly addressed envelope, in a post office or official depository under the care and custody of the United States Postal Service. Where a particular provision provides for notice by regular mail, such notice may be sent by regular mail under the same provisions as contained in the preceding sentence. Whenever a party has the right or is required to do some act within a prescribed period after the ~~service~~ of the notice upon him by mail, three (3) days shall be added to the prescribed period. Nothing herein shall preclude any party from offering proof that the notice was not received, or, if the notice was sent by mail, that it was not received within three (3) days from the date of deposit in a post office or official depository under the care and custody of the United States Postal Service. However, the burden of proof shall be upon the recipient of the notice to establish conclusively that such notice was not received or, was not received within three (3) days from the date of mailing.

Section 9. Computation of Time Periods. In computing any period of time prescribed or allowed in this Declaration, the day of the act, event or notice after which the designated period of time begins to run is not to be included. The last day of the period so computed is to be included, unless it is a Saturday, Sunday or legal holiday, in which event the period runs until the end of the next day which is neither a Saturday, Sunday nor legal holiday. The date for any hearings prescribed by this Declaration shall also be computed by the provisions of this section.

ARTICLE IX

GENERAL PROVISIONS

500-89-2960

Section 1. Term and Amendment. The covenants and restrictions of this Declaration shall run with and bind the Properties and shall inure to the benefit of and be binding on the LAKEWOOD FOREST FUND, INC., all signatories hereto and all Lot Owners in the Subdivision, their respective legal representatives, heirs, successors and assigns, for an initial term commencing on the effective date hereof and ending on the thirty-first (31st) day of December, 2020. The rights, uses, easements and privileges of the Lot Owners in and to the common areas as provided for herein shall be deemed to be covenants running with the land and shall be perpetual. The covenants and restrictions of this Declaration may be changed or amended at any time only by a) an instrument signed by the Record Owners of not less than seventy-five percent (75%) of the Lots in all of the Sections of Lakewood Forest Subdivision, or b) an instrument signed by the Record Owners of a majority of the Lots in Lakewood Forest Section Eighteen (18) with approval of the Fund (approval by majority vote of the Fund's Board of Directors shall constitute approval by the Fund, which approval shall be evidenced by the signature of a duly authorized officer of the Fund on the instrument), and properly recorded in the appropriate records of Harris County, Texas. Upon the expiration of such initial term, said covenants and restrictions (if not previously amended and as amended, if amended), and the enforcement rights relative thereto, shall be automatically extended for successive periods of ten (10) years. Any

amendment of this Declaration must be recorded in the Real Property Records of Harris County, Texas.

If a Lot is owned by joint Owners, there shall be only one vote cast for each such Lot and the approval of any one joint Owner shall be sufficient for the purpose of providing the required approval of this Declaration as to such Lot. Either husband or wife may provide the required approval in cases where such Lot is owned by married persons, but the signature of both husband and wife shall not be required. The signatures of the Lot Owner(s) need not be acknowledged or notarized. It shall be sufficient that the custodian of records of the LAKEWOOD FOREST FUND, INC. verifies that the required number of Lot Owners approved the Declaration; that the signature sheets or cards are maintained and will be maintained in the permanent records of the FUND; and that the names of the Owners of the Lots approving this Declaration have been verified as being the Record Owners of such Lots. The Record Owner shall be such Owner or Owners having title to such Lot at the time the required approval is obtained as to that Lot. After a Lot Owner approves and signs the Declaration, the fact that the Owner subsequently conveys the Lot shall not affect the validity of the previous signing of the Declaration, and further approval as to that Lot shall not be required. Where a Record Owner (such as a builder or developer) owns more than one Lot, his signature on the Declaration shall constitute approval as to all Lots owned by him in the Subdivision.

50C-89-2961

HOLD FOR TEXAS AMERICAN TITLE COMPANY

For Amendment purposes, all Sections of Lakewood Forest shall be treated as if they were one Section such that the combined approval of seventy-five percent (75%) of the Record Owners in such Sections shall be required. It shall not be required that the approval of seventy-five percent (75%) of the Record Owners on a Section-by-Section basis be obtained.

Following any such Amendment, every reference herein to this Declaration shall be held and construed to be a reference to this Declaration as so amended.

It is the intent of this section that all restrictions, covenants, conditions, easements, exceptions, reservations and each and every term and provision of this Declaration shall be perpetual unless amended or terminated in the manner provided in this section.

Section 2. Enforcement. Upon any violation or attempt to violate any of the covenants herein, it shall be lawful for the LAKEWOOD FOREST FUND, INC., or any other Owner to prosecute any proceeding at law or in equity against the person or persons violating or attempting to violate any such covenant and either to prevent him or them from doing so or to recover damages or other dues for such violations. The Board of Trustees of LAKEWOOD FOREST FUND, INC. or any Lot Owner shall have the right to enforce, by any proceeding at law or in equity, all restrictions, conditions, covenants, reservations, liens and charges now or hereafter imposed by the provisions

500-89-2962

of this Declaration. It is expressly provided that the LAKEWOOD FOREST FUND, INC. shall have standing to bring any action to enforce, by any proceeding at law or in equity, the restrictions, conditions, covenants, reservations, liens and charges now or hereafter imposed by the provisions of this Declaration.

In the event of any violation or attempted violation of any of the terms or provisions of this Declaration, enforcement of the terms and provisions shall be authorized by any proceedings at law or in equity against any person or persons so violating or attempting to violate any of the provisions hereof, including by means of actions to restrain or prevent such violations or attempted violation by injunction, prohibitive or mandatory, and it shall not be a prerequisite to the granting of such injunction that there shall be an inadequate remedy at law or that there shall be any showing of irreparable harm or damage if such injunction is not granted. It shall be stipulated in any such legal action for injunctive relief that there is no adequate remedy at law and that irreparable harm or damage will result if the injunction is not granted. In addition, any person entitled to endorse the provisions hereof may recover such damages, either actual or punitive, as such person may show himself justly entitled by reason of such violation of the terms and provisions hereof.

Failure or delay by the Board of Trustees of the LAKEWOOD FOREST FUND, INC. or by any Owner or by any other person or entity having any rights herein to enforce any covenant or restriction hereof shall not be construed to constitute a waiver

of the right to thereafter enforce such provision or any other provision hereof. Such failure or delay of any such party shall not be considered as a basis for estoppel either in equity or at law. Such parties may exercise their rights herein despite said delay or failure to enforce said terms and provisions hereof on a prior occasion.

Section 3. Severability. In the event that any of the provisions hereof, or any portion thereof, shall become or be held to be invalid, whether by judicial decision or otherwise, such invalidity shall not affect, alter or impair any other provision hereof that was not so declared invalid, and such other provisions shall be and remain in full force and effect in accordance with the terms hereof.

Section 4. Joinder of Lienholders. The undersigned lienholder(s) join herein solely for the purpose of subordinating the liens held by them of record upon the Properties to the covenants, conditions and restrictions hereby imposed by this Declaration with, however, the stipulation that such subordination does not extend to any lien or charge imposed by or provided for in this Declaration.

Section 5. Lienholders' Rights. No violation of any restrictions, covenants or conditions shall affect or impair the rights of any mortgagee, trustee or lienholder under any mortgage or deed of trust.

Section 6. Gender and Grammar: Use of Pronouns and Captions. The singular, wherever used herein, shall be construed to mean or include the plural whenever applicable, and vice versa, and the necessary grammatical changes required to make the provisions hereof apply either to corporations, partnerships, associations or other entities or to individuals, male or female, shall in all cases be assumed as though in each case were fully expressed.

Use of pronouns, such as the use of neuter, singular or plural pronouns, refer to the parties or things described herein, and shall be deemed a proper reference even though the parties may be an individual, either male or female, partnership, corporation, association, joint venture or other entity.

Section 7. Titles. The titles of this Declaration and of the Articles and sections contained herein are for convenience only and shall not be used to construe, interpret or limit the meaning of any term or provision contained in this Declaration. The titles to each of the various Articles and sections shall have no effect on or be deemed part of the text of this Declaration. The word "Section(s)" shall generally refer to Sections of the Subdivision and the word "section(s)" shall refer to paragraph headings within Articles. Further, the captions, numbering sequences, paragraph headings and punctuation organization used in this Declaration are for convenience only and shall in no way define, limit or describe the scope of the Declaration or any part thereof.

Section 8. Incorporation. The terms and provisions of this Declaration shall be construed as being adopted in each and every contract, deed, conveyance, lease, rental agreement, contract for deed or other agreement affecting title to or interest in any and all Lots in the Subdivision heretofore or hereafter executed whether or not referenced therein, and all estates conveyed therein and warranties of title contained therein shall be subject to the terms and provisions of this Declaration, and such terms and provisions are hereby incorporated into each such contract, deed, conveyance, lease, rental agreement, contract for deed or other agreement affecting title or interest to such Lots by reference as if set forth therein verbatim.

Section 9. Binding Effect: Successors in Title. All the terms and provisions hereof shall be binding on all of the parties hereto, all signatories hereto, all persons or entities who own or possess an interest or title to any Lot(s), whether heretofore or hereafter acquired, and all persons or entities claiming an interest by deed, contract for deed, lease or rental agreement, and/or other conveyance, and to each of the foregoing respective heirs, personal representatives, successors, executors, administrators, legal representatives and assigns. The terms and provisions of this Declaration shall inure to the benefit of the LAKEWOOD FOREST FUND, INC. and its successors and assigns.

Section 10. Effective Date. When the required approval of this Declaration has been obtained, this Declaration shall become effective and of legal force at 5:00 o'clock

p.m. on the date that this Declaration is filed for record in the Real Property Records of the County Clerk's Office of Harris County, Texas.

The filing of the Declaration in the Real Property Records of the County Clerk's Office of Harris County, Texas shall constitute constructive notice of the passage and effective date of this Declaration. Actual notice to the Lot Owners in the "Approving Section(s)" of the passage and effective date of the Declaration shall not be required; however, the Board of Trustees of the FUND shall cause such notice to be published after said effective date in the next issue (consistent with publication schedules) of the Lakewood Forest Civic News.

DECLARANT HEREBY CONSENTS to this Declaration of Covenants and Restrictions and hereby agrees that the Lots to which it holds record title, shall be and are hereby subject to this Declaration. Declarant agrees that all the terms and provisions hereof shall extend to and be binding on all of the parties hereto and their respective heirs, personal representatives, successors and assigns, and to all other persons and entities bound by the terms and provisions of this Declaration.

Although not a party to this Declaration, the Fund is a signatory herein for the sole purpose of evidencing its approval of the terms hereof and its approval of the annexation of Lakewood Forest, Section Eighteen (18) into the Fund's jurisdiction upon the effective date hereof as provided in Article IX, Section 11 of this Declaration.

HOLD FOR TEXAS AMERICAN TITLE COMPANY

IN WITNESS WHEREOF, the said Declarant, and the said officers of
LAKEWOOD FOREST FUND, INC. have executed this instrument in Harris County,
Texas, on the date of their signatures hereto.

Effective this 8th day of August, 1994.

LAKEWOOD FOREST FUND, INC.

By: Mary Louise Morse
President

By: Cecilia Boxell
Secretary

RIVER OAKS FINANCIAL GROUP, INC.
a Texas Corporation

By: Delaine D. Wilson
President

500-89-2968

(11)
102

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HOLD FOR TEXAS AMERICAN TITLE COMPANY

LIBERTY SAVINGS ASSOCIATION

a Texas ~~Corporation~~ savings and loan association

By: XK Wood

Its: President

102
500-69-2969

WYSTAR, INC.

a Texas Corporation

By: [Signature]

Its: Pres

102

WYSTAR HOMES, INC.

a Texas Corporation

By: [Signature]

Its: Pres

102

Beverly W. Smith
Beverly W. Smith

102

500-89-2970

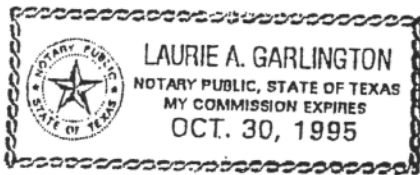
THE STATE OF TEXAS

COUNTY OF HARRIS

This instrument was acknowledged before me on the 8th day of August, 1994, by Mary Louise Morse, President of LAKEWOOD FOREST FUND, INC., a Texas Non-Profit Corporation, on behalf of said Corporation.

Laurie A. Garlington

Notary Public in and for the State of TEXAS



Name Printed or Typed

My Commission Expires: _____

HOLD FOR TEXAS AMERICAN TITLE COMPANY

THE STATE OF TEXAS

COUNTY OF HARRIS

500-88-2971

This instrument was acknowledged before me on the _____ day of _____, 1994, by _____, Secretary of LAKEWOOD FOREST FUND, INC., a Texas Non-Profit Corporation, on behalf of said Corporation.

Notary Public In and for the State of TEXAS

Name Printed or Typed

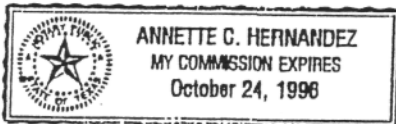
My Commission Expires: _____

THE STATE OF TEXAS

COUNTY OF HARRIS

This instrument was acknowledged before me on the 22nd day of July, 1994, by Welcome W. Wilson,

President of RIVER OAKS FINANCIAL GROUP, INC., a Texas Corporation, on behalf of said Corporation.



Annette C. Hernandez

Notary Public In and for the State of TEXAS

Annette C. Hernandez

Name Printed or Typed

My Commission Expires: 10-24-96

500-89-2972

500-89-2973

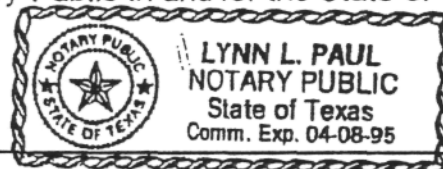
THE STATE OF TEXAS

COUNTY OF HARRIS

This instrument was acknowledged before me on the 22nd day of
July, 1994, by H. C. Wood,
President of LIBERTY SAVINGS ASSOCIATION, a Texas
savings and loan association
~~Corporation~~, on behalf of said ~~Corporation~~ association.

Lynn L. Paul

Notary Public In and for the State of TEXAS



Name Printed or Typed

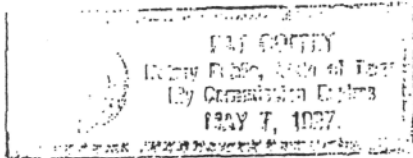
My Commission Expires: _____

325-94-1041

THE STATE OF TEXAS

COUNTY OF HARRIS

This instrument was acknowledged before me on the 30 day of June, 1994, by J. David Wyson, pres. of Wystar, Inc., a Texas Corporation, on behalf of, said Corporation.



[Signature]
Notary Public In and for the State of TEXAS

Name Printed or Typed

My Commission Expires: _____

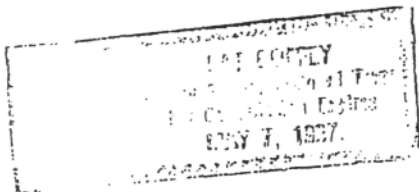
500-89-2974

THE STATE OF TEXAS

COUNTY OF HARRIS

This instrument was acknowledged before me on the 30 day of June, 1994, by J. David Wysona, Pres. of Wyster Homes, Inc., a Texas Corporation, on behalf of said Corporation.

500-89-2975



[Signature]
Notary Public In and for the State of TEXAS

Name Printed or Typed

My Commission Expires: _____

THE STATE OF TEXAS

COUNTY OF HARRIS

This instrument was acknowledged before me on the 28TH day of JULY, 1994, by BEVERLY W. SMITH

9/67-68-00C

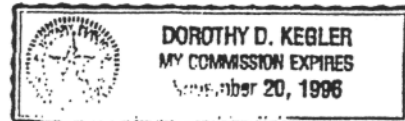
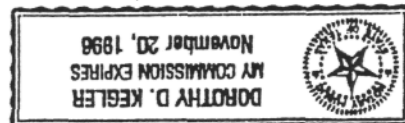
Dorothy D. Kegler

Notary Public In and for the State of TEXAS

DOROTHY D. KEGLER

Name Printed or Typed

My Commission Expires: 11/10/96



HOLD FOR TEXAS AMERICAN TITLE COMPANY

ONTRA, INC.

a Texas Corporation

102

By: _____

Its: _____

500-89-2977

THE STATE OF TEXAS

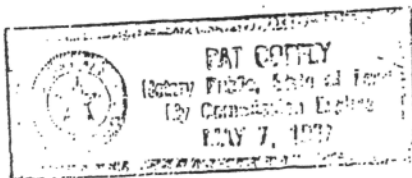
COUNTY OF HARRIS

This instrument was acknowledged before me on the 30 day of

June, 1994, by Robert D. Starnes,

Pres. of Ontra, Inc., a Texas Corporation, on behalf of said

Corporation.



[Signature]

Notary Public In and for the State of TEXAS

Name Printed or Typed

500-89-2978 :

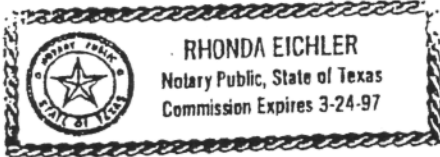
Steven Angelo
STEVEN ANGELO

Lori Angelo
LORI ANGELO

(owners of Lot 11, Section 3, Lakewood Park)

THE STATE OF TEXAS
COUNTY OF HARRIS

This instrument was acknowledged before me on the 23rd day of June, 1994, by Steven Angelo



Rhonda Eichler
Notary Public In and for the State of TEXAS

Name Printed or Typed

My Commission Expires: _____

THE STATE OF TEXAS
COUNTY OF HARRIS

This instrument was acknowledged before me on the 24th day of June, 1994, by Lori Angelo

Barbara Ann Crum
Notary Public In and for the State of TEXAS

Barbara Ann Crum
Name Printed or Typed

My Commission Expires: 7/12/95



HOLD FOR TEXAS AMERICAN TITLE COMPANY

500-89-2979

Norman Lee
NORMAN LEE

Yvonne Lee
YVONNE LEE
(owners of Lot 4, Section 3, Lakewood Park)

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THE STATE OF TEXAS,
COUNTY OF HARRIS

This instrument was acknowledged before me on the 22nd day of July, 1994, by Norman Lee and Yvonne Lee.

Susan K. Marshall
Notary Public In and for the State of TEXAS

Susan K. Marshall
Name Printed or Typed

My Commission Expires: Nov. 6, 1996

THE STATE OF TEXAS
COUNTY OF HARRIS

This instrument was acknowledged before me on the _____ day of _____, 1994, by _____.

Notary Public In and for the State of TEXAS

Name Printed or Typed

My Commission Expires: _____

FILED

94 SEP -6 PM 1:54

Beverly L. Hayden
COUNTY CLERK
HARRIS COUNTY, TEXAS

RECORDER'S MEMORANDUM

This instrument was damaged at the
time received for filing

RECORDER'S MEMORANDUM

ALL BLACKOUTS, ADDITIONS AND CHANGES
WERE PRESENT AT THE TIME THE INSTRUMENT
WAS FILED AND RECORDED.