

107-45-0715

failure to include such recitations in the contract of sale and/or deed shall not affect the validity of the Vendor's Lien.

During or before October of each year, the LAKEWOOD FOREST FUND, INC. shall hold a meeting for the Lot Owners for the purpose of reviewing the proposed budget for the next calendar year and seeking guidance and input from the Lot Owners. The provisions of this section pertaining to the maintenance charge and the disposition of the funds collected may be changed by the Owners of a majority of Lots in all Sections of Lakewood Forest even if a majority of the Lot Owners within a particular Section do not approve the changes. Any said changes to these provisions shall become effective on January 1 of any successive One (1) year period thereafter by executing and acknowledging an appropriate agreement or agreements in writing for such purpose and filing the same for record in the Office of the County Clerk of Harris County, Texas, at any time prior to January 1 of the year the charges are to become effective.

The maintenance charge provided in this section shall be effective during the full term of this Declaration, unless changed as provided herein, in which event the maintenance charge, as changed from time to time, pursuant to the provisions of this section, shall be effective during the full term of this Declaration.

Section 4. Date of Commencement of Annual Assessments: Due Dates. The annual assessment period shall run from January 1 through December 31 of each year. The Board of Trustees of LAKEWOOD FOREST FUND, INC. shall fix the amount of the annual assessment against each Lot at least thirty (30) days in advance of each annual assessment period. Written notice, by regular mail, of the annual assessment shall be sent to each Lot Owner at the direction of the Board of Trustees of LAKEWOOD FOREST FUND, INC. The Board of Trustees of LAKEWOOD FOREST FUND, INC. shall, upon demand, and for a reasonable charge, furnish a certificate signed by an officer of the LAKEWOOD FOREST FUND, INC. setting forth whether the assessments on a specified Lot have been paid.

Section 5. Effect of Nonpayment of Assessments: Remedies of the LAKEWOOD FOREST FUND, INC. Any assessment not paid within thirty (30) days after the due date shall bear interest from the due date at the rate of up to a maximum of eighteen percent (18%) per annum or the maximum rate of interest allowed by law, in the discretion of the Board of Trustees of LAKEWOOD FOREST FUND, INC., provided that the rate of interest is uniform as to all Lots. The Board of Trustees of LAKEWOOD FOREST FUND, INC. shall set the applicable rate of interest by the 31st day of December of each year for the coming calendar year. The Board of Trustees of LAKEWOOD FOREST FUND, INC. may bring an action at law against the Owner personally obligated to pay the same, or foreclose the lien created hereby against the Lot. No Owner may waive or otherwise escape liability for the assessments provided for herein by abandonment of his Lot.

To evidence the aforesaid assessment lien, the FUND shall prepare a written notice of assessment lien setting forth the amount of the unpaid indebtedness, the name of the Owner of the Lot covered by such lien and a description of the Lot. Such notice shall be signed by one of the Trustees of the FUND and shall be recorded in the office of the County Clerk of Harris County, Texas. Such lien for payment of assessments shall attach with the priority above set forth from

the date that such payment becomes delinquent set forth in this Article and may be enforced by the foreclosure of the defaulting Owner's Lot by the FUND in like manner as a mortgage on real property subsequent to the recording of a notice of assessment lien as provided above, or the FUND may institute suit against the Owner personally obligated to pay the assessment and/or for foreclosure of the aforesaid lien judicially. In any foreclosure proceeding, whether judicial or nonjudicial, the Owner shall be required to pay the costs, expenses and reasonable attorney's fees as provided in this Article.

Section 6. Subordination of Lien to Mortgage and Escrow of Annual Assessments. The lien for the assessment provided for herein, as it applies to any Lot, shall be second, subordinate and inferior to all liens granted or created at the request of the Owner of any Lot to secure payment of monies advanced or to be advanced on account of the purchase price and/or the improvement of any such Lot; provided, however, as a condition precedent to such subordination, the holder of such mortgage shall escrow sufficient funds, on a monthly basis, in the same manner that property taxes are escrowed, from the account of the Lot Owner, with said amount escrowed monthly to equal the amount of the annual assessment required herein divided by twelve. The holder of the mortgage shall timely pay said annual maintenance fees from said escrow account to the LAKEWOOD FOREST FUND, INC., when due, and prior to delinquency, on an annual basis, as stated in this Article V, and shall be subject to the provisions of Section 3 hereof, providing for amendments of the annual assessment fees. Neither the failure of the holder of the mortgage to escrow funds, as required herein, nor the sale or transfer of the Lot shall relieve the Owner of such Lot from liability for any assessments theretofore having become due on such Lot from the lien thereof.

Section 7. Vendors Lien. It is expressly agreed that each Lot Owner, by virtue of his ownership of the Lot, possesses a percentage ownership of the common elements, common areas and common facilities of the Subdivision. The percentage ownership shall be determined by dividing the common elements, common areas and common facilities by the total number of Record Owners. Each signatory to this instrument and every Lot Owner in the Subdivision further acknowledges that part of the purchase price of his Lot includes a percentage ownership of the common elements, common areas and common facilities and the further consideration of the services to be performed by the FUND, including, but not limited to, the providing of garbage collection, street lights, contract policy services and other services which were material to the purchase of the Lot in the Subdivision. Each signatory and each Lot Owner contractually agrees to the assessment of fees, and Vendors Liens securing same, provided for in this Article, and further contractually agrees that said Lien, if not sooner paid, or not foreclosed upon either by judicial or nonjudicial proceedings, shall be paid at the closing on the sale of the Lot burdened by such Lien.

ARTICLE VI

EASEMENTS

Section 1. The Developer, its assigns and successors, shall have the right

107-45-0717

to construct, erect and maintain over, along, upon and under the several streets, drives, lanes, roads, easements in reserve areas, as shown on the subdivision plat, wires, poles for the purpose of constructing and maintaining a system of television cable, electric lights, power, telegraph and telephone lines and connections; and to construct, lay and maintain along, in and under any and all such streets, lanes, drives, roads, easements in reserve areas, all pipe, conduits, valves and other necessary and proper equipment for the construction of systems of drainage, sewage and water supply (retaining also the right to grant or deny to areas beyond said subdivision connection, privileges on said drainage, sewage or water systems), gas, light and power, telegraph and telephone service and other utilities to the Subdivision and the Lot Owners therein; and for all other purposes incident to the development and use of said property as a community unit in a subdivision.

Section 2. It is agreed and understood that the title conveyed to any Lot or parcel of land in said Subdivision by contract, deed or other conveyance shall not in any event be held or construed to include the title to the water, gas, sewer, electric light, electric power, television cable or telegraph or telephone lines, poles or conduits or any other utility or appurtenances thereto, constructed by Developer, its assigns or successors, or by any public utility companies through, along or upon any portion of any public utility companies through, along or upon any portion of the here and above mentioned streets, drives, lanes, roads, easements, reserve area, and the right to maintain, repair, sell or lease such lines, utilities and appurtenances is hereby expressly reserved by Developer, its assigns and successors.

Section 3. Brick walls or entrances, when built by Developer, shall become the property of the LAKEWOOD FOREST FUND, INC., and an easement to maintain said brick wall is hereby retained for the purpose of maintenance. Said wall shall not be altered, replaced or repaired without approval of the LAKEWOOD FOREST FUND, INC. It is expressly agreed and understood that the title conveyed to any Lot or parcel of land in said Subdivision by contract, deed or other conveyance shall not in any event be held or construed to include title to the brick wall above described.

Section 4. There are dedicated and reserved permanent and unobstructed easements as shown on the recorded plat of Lakeview Place Subdivision across certain designated portions of various of the Lots therein upon, under and through which to construct and maintain water, telephone and electric light services and other public utilities, which said easement shall be a burden and charge against such Lot or Lots in Lakeview Place Subdivision by whomsoever owned, and there is also dedicated and reserved an unobstructed aerial easement for utilities five feet (5') wide and from a plane twenty feet (20') above the ground upward located adjacent to all easements shown on the above described or mentioned recorded plat. There is also dedicated and reserved to the LAKEWOOD FOREST FUND, INC. a permanent and unobstructed easement on the streets of the Subdivision for purposes of enforcing the provisions of Article II, section 17, herein.

Section 5. No utility company, water district or other authorized entity or political subdivision, using the easements herein referred to shall be liable for any damage done by them or their assigns, agents, employees or servants, to

shrubbery, trees, flowers or other property of the Owner of the Lot situated on the land covered by said easement. Further, as referenced heretofore, an easement is hereby granted to the LAKEWOOD FOREST FUND, INC., its officers, agents, employees and to any management company selected by the Board of Trustees of the LAKEWOOD FOREST FUND, INC. to enter in or to cross over the common area in any Lot to perform the duties of maintenance and repair of the residency or common area provided for herein.

Section 6. Notwithstanding anything to the contrary contained in this Article, no sewers, electrical lines, water lines, or other utilities may be installed or relocated on the Properties except as initially programmed or thereafter approved by the Developer. Should any utility furnishing a specific service covered by the general easement herein provided request a specific easement by separate recordable document, the Developer shall have the right to grant such easement without conflicting with the terms hereof.

Section 7. As to Lots in the common area adjoining Lots with improvements situated on the zero setback line, said Lots shall be subject to a three foot (3') access easement for the construction, repair and maintenance of improvements located upon any adjacent Lot where said improvements are located on the zero setback line of the adjacent Lot. The zero setback line Owner must replace any fencing, landscaping or other items on the adjoining Lot that he may disturb during such construction, repair or maintenance. Additionally, this easement, when used, must be left clean and unobstructed unless the easement is actively being utilized, and any items removed must be replaced. The zero setback line Owner must notify the Owner of the adjacent Lot of his intent to do any construction or maintenance upon the zero setback line wall at least twenty-four (24) hours before any work is started, with the hours that such access easement may be utilized being restricted to between the hours of 8:00 o'clock a.m. to 5:00 o'clock p.m. Monday through Friday and 9:00 o'clock a.m. to 6:00 o'clock p.m. on Saturdays.

Section 8. It is the intent of this Declaration that all easements, exceptions and reservations contained on any recorded plats of any Section(s) of the Subdivision shall remain full force and effect and all such easements, exceptions and reservations are incorporated herein for all purposes as if set forth herein verbatim.

Section 9. The easements provided for in this Article shall in no way affect any of the recorded easements in Lakeview Place Subdivision.

ARTICLE VII

UNDERGROUND ELECTRICAL SYSTEM

Section 1. Underground electrical distribution system. An underground electrical distribution system will be installed in those parts of the properties, designated Underground Residential Subdivision. The Owner of each Lot in the Underground Residential Subdivision shall, at his own cost, furnish, install, own and maintain (all) in accordance with the requirements of local

governing authorities and the National Electric Code) the underground service cable and appurtenances from the point of the electrical company's metering on customer's structure to the point of attachment at such company's installed transformers or energized secondary junction boxes, such point of attachment to be made available by the electrical company at a point designated by such company at the property line of each Lot. The electrical company furnishing service shall make the necessary connections at said point of attachment and at the meter. In addition, the Owner of each Lot shall, at his own cost, furnish, install, own and maintain a meter loop (in accordance with the then current standards and specifications of the electrical company furnishing service) for the location and installation of the meter of such electrical company for the residence constructed on such Owner's Lot. For so long as underground service is maintained, the electrical service to each Lot in the Underground Residential Subdivision, shall be uniform in character and exclusively of the type known as a single phase, 120/240 volt, three wire, 60 cycle, alternating current.

Section 2. Use of Easements. Easements for underground utility services may be crossed by driveways and walkways provided prior arrangements have been made with the utility furnishing service. Such easements for underground services shall be kept clean of all other improvements, including buildings, patios, or other pavings, other than crossing walkways or driveways, and no utility company using the easements shall be liable for any damage done by them or their assigns, their agents, employees or servants, to shrubbery, trees, flowers or other improvements of the Owner located on the land covered by said easements.

ARTICLE VIII

NOTICE REQUIREMENTS; MANAGEMENT AGREEMENTS; LEASES AND DELEGATIONS

Section 1. Notice to LAKEWOOD FOREST FUND, INC. Any Owner who mortgages his property, conveys his interest in his property by deed, contract for deed, lease, rental agreement or other conveyance, shall give notice to the LAKEWOOD FOREST FUND, INC., giving the name and address of the mortgagee, grantee, contract purchaser, lessee, or renter, as the case may be. The FUND shall maintain such information in its permanent records. It shall be the responsibility of the Lot Owner to notify the FUND of the proper name and address of the current Owner, and unless such notification is received all correspondence and billings shall be sent to the name and address contained in the last entry on the rolls of the FUND for that Lot. Such notifications shall be deemed sufficient for all notification purposes. Should any Owner lease and/or rent and/or contract to deed his property, said Owner shall notify the FUND of his current address (including a complete street address, any apartment number or other designations, and the complete zip code) and shall promptly notify the FUND of any subsequent changes of address. Such notification to the FUND of a new address and/or any changes of address shall be made within ten days of the date that the new address is acquired and shall be by written communication to the FUND. Any notice or other written communication required in this Declaration to be sent to a Lot Owner may be sent to the last known address of the Lot Owner, and such notification shall be deemed sufficient for all notification purposes.

Should there be any action requiring a vote or assent of the Lot Owners, and the Lot Owner has failed to provide the notifications required by this section, then the FUND need only exercise reasonable diligence to locate the Owner. The burden of showing lack of reasonable diligence shall be upon the Lot Owner. The mailing address for the LAKEWOOD FOREST FUND, INC. shall be 12415 Louetta Road, Cypress, Texas 77429, or such other address as the FUND shall so designate in writing to the Lot Owner(s).

Section 2. Notice of Default. The FUND shall notify a first mortgagee in writing, upon request of such mortgagee, of any default by the mortgagor in the performance of such mortgagor's obligations as set forth in this Declaration, and which default had not been cured within thirty days.

Section 3. Examination of Books. The FUND shall permit record owners of lots herein to examine the books and records of the FUND during normal business hours and/or by appointment.

Section 4. Reserve Fund. The FUND shall establish an adequate reserve fund for the replacement of the common area property and any other fixed assets owned by the FUND, and shall fund the same by regular payments rather than by special assessments.

Section 5. Delegation of Owners' Use of Common Area. Any Owner may delegate, in accordance with bylaws of the FUND, his right of enjoyment to the common areas and facilities to the members of his family, his tenants, or contract purchasers who reside on the property. No such delegation shall work a severance of the rights of enjoyment of the common areas and facilities from the ownership of a Lot, and any such delegation by any Owner shall automatically terminate upon conveyance of legal title to such Lot by said Owner.

Section 6. Lessee and Rental Agreements. All leases and/or rental agreements and/or contract for deed of any dwellings or other structures on any Lot must: (1) be in writing, (2) provide that all such leases and rental agreements or contract for deed are specifically subject in all respects to the provisions of this Declaration, the Articles of Incorporation of the FUND, and bylaws of the FUND, and (3) provide that any failure by the lessee or renter or contract purchaser to comply with the terms and conditions of the documents enumerated in (2) shall be a default under such leases or rental agreements or contract purchaser. Additionally, each Lot Owner shall furnish his tenant(s) with a current copy of this Declaration and deed restrictions on or before the effective date of the lease or rental agreement. The failure of the Lot Owner to so furnish his tenant(s) with a current copy of this Declaration shall in no way relieve either the Lot Owner or the tenant(s) from the duties, obligations, restrictions, conditions or provisions of this Declaration. All lessees and/or renters and/or contract purchasers of any Lot in the Subdivision shall be bound by the provisions of this Declaration even if the lessor and/or grantor fails to comply with the requirements in this section. Other than the foregoing, there shall be no restriction on the right of any Owner to lease his property in a manner consistent with the provisions of this Declaration.

Section 7. Management Agreements. Any management agreement entered into by the LAKEWOOD FOREST FUND, INC. shall be terminable by the FUND for cause upon

not more than sixty (60) days written notice, and the term of such management agreement will not exceed the period of three years, renewable by agreement of the parties to such agreement for successive three-year periods.

Section 8. Manner of Notice. Every action required under the provisions of this Declaration may be served by delivering a copy of the notice to the Lot Owner or other party entitled to receipt of the notice, or to his duly authorized agent, either in person 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, property 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 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 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 days from the date of mailing.

Section 9. Computation of Time Periods. In computing any period of this 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

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. During the initial term, the covenants and restrictions of this Declaration may be changed or amended only by an instrument signed by the Record Owners of not less than seventy-five percent (75%) of the Lots in the "Approving Section(s)" of the Subdivision, and the Lots in the "Approving Section(s)" of the Subdivision, 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 years. During such ten-year extension periods, the covenants and restrictions to this Declaration may be changed or amended only by an instrument signed by the Record Owners of not less than seventy-five percent (75%) of all the Lots in the "Approving Section(s)" of the Subdivision, and properly recorded in the appropriate records of Harris County, Texas. 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 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 this 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.

For Amendment purposes, the "Approving Sections" 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 "Approving Section(s)" 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 not or

hereafter imposed by the provisions 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 the 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. Annexation. Additional lands may become subject to the scheme of this Declaration in the following manner:

- (a) with the written consent of one hundred percent (100%) of the property owners in the area to be annexed and with the unanimous approval of the Board of Trustees of the LAKEWOOD FOREST FUND, INC.; and
- (b) the execution and filing for record by the owner of the property being added or annexed of an instrument which shall be called "Articles of Annexation" which shall at least set out and provide in substance: the name of the owner of the property being added or annexed who shall be called the "declarant"; the perimeter description of the property being added or annexed which for descriptive purposes may be designated as the fifteenth, sixteenth, etc., as the case may be, Section under this Declaration; the

107-45-0724

description of the residential areas and of the common areas of the property being added or annexed and the rights and easements of the Owners in and to the common area; that the property is being added or annexed in accordance with the provisions of this Declaration of Covenants, Conditions and Restrictions, and that the property being annexed shall be developed, held, used, sold and conveyed in accordance with and subject to the provisions of this Declaration of Covenants, Conditions and Restrictions; that all of the provisions of the Declaration of Covenants, Conditions and Restrictions shall apply to the property being added or annexed with the same force and effect as if said property were originally included therein as part of the original development; that the property being added or annexed is submitted to the jurisdiction of the Board of Trustees of LAKEWOOD FOREST FUND, INC. with the same force and effect as if said property were originally included in this Declaration of Covenants, Conditions and Restrictions as part of the original development; that the common area of the property being added annexed will be conveyed to the Board of Trustees of LAKEWOOD FOREST FUND, INC., subject to the rights of the owners therein, prior to the sale of the first lot in the added or annexed property; such "Articles of Annexation" may contain such other provisions which are not inconsistent with the provisions of this Declaration of Covenants, Conditions and Restrictions; and, the consent as required in subsection (a) above has been obtained in the manner prescribed therein.

- (c) At such time as the "Articles of Annexation" are filed for record and the common area of the annexed property has been conveyed to the Board of Trustees of LAKEWOOD FOREST FUND, INC., the annexation shall be deemed accomplished and the annexed area shall be part of the properties and subject to each and all of the provisions of this Declaration of Covenants, Conditions and Restrictions and to the jurisdiction of the Board of Trustees of LAKEWOOD FOREST FUND, INC. in the same manner and with the same force and effect as if such annexed property had been originally included herein as part of the initial development. Each Lot Owner, lien holder, builder, Developer and other persons or entities having an ownership interest in the land in the annexed area shall sign this Declaration and any Supplemental Declarations as a condition precedent to the annexation becoming legally effective.
- (d) After addition and annexation are made to the development, all assessments collected by the Board of Trustees of LAKEWOOD FOREST FUND, INC. from the Owners in the annexed areas shall be commingled with the assessments collected from all other Owners so that there shall be a common maintenance fund for the properties.

Section 5. Joinder of Lien Holders. The undersigned lien holder(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 6. Lien Holders' Rights. No violation of any restrictions, covenants or conditions shall affect or impair the rights of any mortgagee.

trustee or lien holder under any mortgage or deed of trust, or the rights of any assignee of any mortgage, trustee or lien holder, under any such mortgage or deed of trust.

Section 7. Multiple Counterparts. This document has been prepared in multiple original counterparts in order to facilitate its execution by the existing Lot Owners whose names appear below. Each counterpart shall be legally valid and of full force and effect notwithstanding the fact that it does not contain the signatures of all the Lot Owners or their respective spouses and shall be binding upon all signatories thereto.

Section 8. 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 9. Titles. The titles of this Declaration 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 work "Section(s)" shall generally refer to Sections of the Subdivision and the work "sections(2)" 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 10. 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 to 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 11. Binding Effect; Successors in Title. All the terms and provisions hereof shall be binding on all 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's respective heirs, personal representatives, successors, executors, administrator, 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 12. 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 is filed for record in the Real Property Records of the County Clerk's Office of Harris County, Texas. Should one or more Sections of the Subdivision approve the Declaration (hereinafter referred to as "Approving Section(s)", while other Sections of the Subdivision have not so approved it, an original counterpart (as provided in Article IX, section 7) may be filed in the Real Property Records of the County Clerk's Office of Harris County, Texas, and the Declaration shall be effective as to such "Approving Section(s)" on the date and in the manner provided herein. An authorized official of the Board of Trustees of the LAKEWOOD FOREST FUND, INC. shall verify that such "Approving Section(s)" have approved this Declaration, and the "Approving Section(s)" shall be designated conspicuously under the Title on the first page of this Declaration.

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 issued (consistent with publication schedules) of the Lakewood Forest Civic News.

Such notice shall specify the numerical designation of the "Approving Section(s)" (i.e., Section 1, Section 2, etc.) and the effective date of the Declaration as to each such "Approving Section(s)." The failure to timely publish such notice shall neither invalidate the Declaration, or any of its terms and conditions, nor extend the effective date of the Declaration.

Should the Lakewood Forest Civic News, or its successor, no longer be published at the time of the effective date(s) of this Declaration as to any "Approving Section(s)," the publications notice required by this paragraph shall be dispensed with and no further notice shall be required.

Nothing contained herein shall prevent the FUND from providing actual notice, by regular mail, certified mail or personal delivery (as determined by the Board of Trustees of the FUND) to the Lot Owners of the "Approving Section(s)." Should any statute, governmental ruling, judicial decision, or court order require actual notice to the Lot Owners of the "Approving Section(s)" then it is the intent of this section to fully comply with such requirements, and any notices shall be provided in the manner so required.

WE HEREBY CONSENT to this Declaration of Covenants and Restrictions and hereby agree that the Lot to which we hold record title, as described below, shall be and is hereby subject to this Declaration. We agree 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

107-45-0727

Declaration.

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

Effective this 26th day of May, 1992

MAC-CAREY PROPERTIES, INC.

LAKEWOOD FOREST FUND, INC. *201*

by Bernie Butler
President

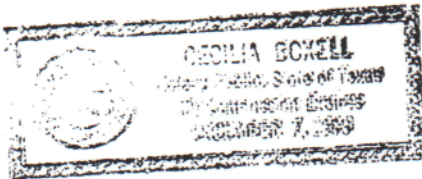
by Kenneth A. Harlan
President

by James D. Hill
Secretary

by Alice Kanayan
Secretary

STATE OF TEXAS
COUNTY OF HARRIS

This instrument was acknowledged before me on the 26th day of May, 1992, by Kenneth A. Harlan, President, of LAKEWOOD FOREST FUND, INC., a Texas Nonprofit Corporation, on behalf of said Corporation.



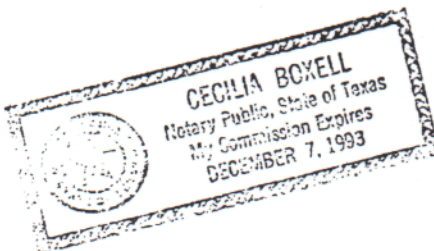
Cecilia Boxell
Notary Public, State of Texas
Notary's Name (Printed):

CECILIA BOXELL

My commission expires: 12/7/93

STATE OF TEXAS
COUNTY OF HARRIS

This instrument was acknowledged before me on the 26th day of May, 1992, by Alice D. Kanayan, Secretary, of LAKEWOOD FOREST FUND, INC., a Texas Nonprofit Corporation, on behalf of said Corporation.



Cecilia Boxell
Notary Public, State of Texas
Notary's Name (Printed):

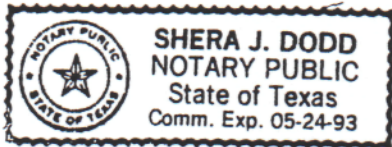
Cecilia Boxell

My commission expires: 12/7/93

107-45-0728

STATE OF TEXAS
COUNTY OF HARRIS

This instrument was acknowledged before me on the 26th day of May, 1992, by Bennis Butler, President of MAC-CAREY PROPERTIES, INC., a Texas corporation, on behalf of said corporation.

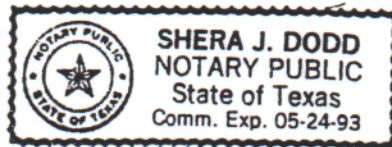


Shera J. Dodd
Notary Public, State of Texas

Shera J. Dodd
My commission expires May 24, 1993

STATE OF TEXAS
COUNTY OF HARRIS

This instrument was acknowledged before me on the 26th day of May, 1992, by James D. Heil, Secretary of MAC-CAREY PROPERTIES, INC., a Texas corporation, on behalf of said corporation.



Shera J. Dodd

Shera J. Dodd
My commission expires May 24, 1993

ANY PROVISION HEREIN WHICH RESTRICTS THE SALE, REFINANCE OR USE OF THE DESCRIBED REAL PROPERTY BECAUSE OF COLOR OR RACE IS UNLAWFUL AND UNENFORCEABLE UNDER FEDERAL LAW
THE STATE OF TEXAS
COUNTY OF HARRIS

I hereby certify that this instrument was FILED in File Number Sequence on the date and at the time stamped hereon by me, and was duly RECORDED, in the Official Public Records of Real Property of Harris County, Texas on

AUG 12 1992



Janita Roddebeamer
COUNTY CLERK,
HARRIS COUNTY, TEXAS

92 AUG 12 PM 3:17
FILED
Quinta Roddebeamer
COUNTY CLERK
HARRIS COUNTY, TEXAS

RECORDER'S MEMORANDUM
AT THE TIME OF RECORDATION, THIS INSTRUMENT WAS FOUND TO BE INADEQUATE FOR THE BEST PHOTOGRAPHIC REPRODUCTION BECAUSE OF ILLEGIBILITY, CARBON OR PHOTO COPY, DISCOLORED PAPER, ETC.