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STATE OF TEXAS COUNTY OF HARRIS

17-63-0151

AMENDMENT $\mathbf{T}\mathbf{0}$ DECLARATION OF COVENANTS AND RESTRICTIONS

LAKEWOOD FOREST SUBDIVISION, SECTION 10

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Film Coc County, Section to the 1 ofcovenants, the forth WHEREAS. Мар map Texas for aor restrictions, or the benefit Records , impose upon Subdivision i plat thereof restriction 193-02-14 of 1483 Harris rris County, Texas, easements, changes t of said property of in Lakewood Fin Harris Crecorded is County, the of record at Deed Records Forest Sub County, Te in Volume rds of Harris Subdivision, and Texas, me 260, and all ounty each those ce iens owner Cler certain therein 59 S 30.00

amendment a the Owners recorded in Texas; and WHEREAS iņ and :0 th said restriction extension thereo a majority of Lo he Real Property strictions, a on thereof by ons, at Paragraph 15, eof by an instrument Lots, said instrument y Records of Harris C County . CO provi-signed to be λö. .de Ġ, Ÿ ioi

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covenants, and/or NOW, THE TENT OF THE TOTAL OF T improvements Subdivision, avenues, or change hange by this Lakewood For above rictions; Section the and the uņde reservations, conditions regardations Waterways the Subdivision 10 10 including ons, protective regarding the v ed in said Lakev therein, hereby id Lakewood dedicated and we hereby is restrictions on 10, as make an ۵ file

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DEFINITIONS

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such tion Section 2. "Owner" slather one or more personally Lot which is part of that interest merely as selection, and excluding those assement, mineral interest pereto. shall mean and refer to the recording one or entities, of a fee simple to the Properties, but excluding the security for the performance of anse persons or entities holding only est, or royalty interest burdening ecora l le tit] those title to title to nose having nobliga-ly a lien, the titl

Section 3. "Property" or "Prope all of Lakewood Forest, as same is le Records of the County Clerk's office Lakewood Forest Subdivision, and any inafter be brought within the jurisdi of LAKEWOOD FOREST FUND, INC. or "Properties" shal same is legally descr s office of Harris C , and any additions the jurisdiction of th hall mean a scribed in s County, 's thereto a the Board as of and n the Text **b**.d þ D į, refe Map f **⊢**∃ D (6 o o 0 5 0 0

Pro her Section Section Properties a hereinafter and he of Trustees ction 4 ies as (fter be ion 4. "The Subdivision" shall s as defined above and any addi er be brought within the scheme hereinafter brought within the ses of LAKEWOOD FOREST FUND, INC. tional Propert of these rest Jurisdiction efer erti H, H. 0 0 00 4 the Во u Ti Ch Ø ar γo ma oye

areas ; vision may be prope rties s such ection 5. "Lot" and/or "Lots" shall mean and rf land shown upon any recorded subdivision map ties, with the exception of (a) reserved tracts such as parks, parkways and esplanades as shown map or plat, and (c) any common area which is acquired by the FUND. refer to ap or plat ots, (b) p own on any is owned b t o qnd o te e oo subd

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together group oco house, c related Section 11. "Single Family" and/or "Single Family I mean residential occupancy by members of a family ted to each other by blood, adoption, or marriage, occupancy by not more than three unrelated persons ther as a single housekeeping unit as distinguished p occupying a boarding house, fraternity house, apae, commune or multi-family house. are f residenus, living d from a άo

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Ly, Texas. 4-000-760 on 1" shall r dition in Har rded in Volum, Texas, and ots in Lakewo ons and coven ounty Clerk's Texas, and 4 of the Real refer to a arris Count ume 192, pa d the Restr Wood Forest enants file No. d filed und all Property all Lanty, Topage 1: triction st, Selled for no neer Conty Rec 0 47 0 3 0 0 4 1 0 X 4 din 77 r a a s in and and lecor La acc th th cld Cle he sh on on ie ie ie യത 100 to to

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and recorded under County Clerk's file No. F693473 of the Deed Records of Harris County, Texas, and filed under County Clerk's film No. 101-87-1205 of the Real Property Records of Harris County, Texas; and "Section Edition Shall refer to Lots 1 (one) through 5 (five), inclusive, Block 33 (thirty-three); Lots 9 (nine) through 16 (sixteen) inclusive, Block 11 (eleven); Lots 17 (seventeen) through 23 (twenty-three), inclusive, Block 34 (thirty-four) in Lakewood Forest, Section 5, an addition in Harris County, Texas, according to the plat thereof recorded in Volume 203, page 21, of the Map Records of Harris County, Texas, and shall also include any other Lots in Section 5 shown on the recorded plat to be residential Lots, and the Restrictions and Covenants Governing Property and Lots in Lakewood Forest, Section 5B, shall refer to those restrictions and covenants filed for record on May 7, 1975, and recorded under County Clerk's file No. E428140 of the Deed Records of Harris County, Texas, and filed under County Clerk's film No. 120-07-0127 of the Real Property Records of Harris County 0 -0.0 + uBı uBı

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as constant any the in L appr term Lake Lake thos and inte Lakeworkhose Declar s con ź Section de Restric de Restriction de Restriction de Foregoi proval of run is defected per violatie e existii Lakewood person seessment: ction 1. Purpose of Declaration of Covenants. Conditions

Except as hereinafter provided, the purpose of this Declaration of Covenants, Conditions and Restrictions to amend, in their entirety, the existing Restrictions its Governing Property and Lots in Lakewood Forest Subdive Restrictions and Covenants Governing Property and Lots of Forest Patio Homes, Section 1 and Section 2 (as each of the Sections has heretofore been defined elsewhere in this sections and covenants governing property and Lots for each of this Declaration by a majority of the existing of frustees of the LAKEWOOD FOREST FUND, INC., or any other cannot form pursuing a legal action to enforce or abitation of any of the restrictions and covenants governing governing property and Lots for each caliform the summandment of the restrictions and covenant isting restrictions and covenants governing property and Lots for each caliform of any of the LAKEWOOD FOREST FUND, INC., or any other cannot be considered and covenants governing property and reson or entity from his obligation to pay any regular ments for maintenance fees which had accrued and/or were quent. y (as the ction of any other or abarrance) and reliev ot ot ich m IH. م م ficons
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Section 5. Residential Use Restriction Not Amended. The Subdivision contain restrictions limiting the various Sections of the and Lots therein to single family residential purposes and further exclude any business uses or purposes. These restrictions appear in Covenants Applying to Residential Lots in the Restrictions and One through Twelve, inclusive, and Lots in the Restrictions and Section Section Fivo, and in Article Seven, Section One, of the Declaration of Covenants, Conditions and Restrictions, Lakewood Forest, Section One and nants, Conditions and Restrictions, Lakewood Forest Subdivision, effect prior to September 1, 1985. The signatories to this instruthis restriction in purchasing their Lots. It is the intent of the use or purpose provisions, as stated in this subsection, be continonly clarified and not amended.

ARTICLE III

LAND USE AND BUILDING RESTRICTIONS

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CB 30 0 7 \vdash C 0 0 OB E G # 1 F 0 ++ **+** 0 e d O . + 0 5 Ø æ æ + 0 Ω. Ω 5 Н $\mathbf{\sigma}$ chŒ

- + No building material of may kind or character or stored upon any residential Lot until the of the Lot is ready to commence improvements, material shall be placed within the property upon which the improvements are to be erected public view to the greatest extent possible, placed in the street or between the street are improvement shall have the duty to remove his side setback lines. The builder or Lot Owner improvement shall have the duty to remove his building material from the street and adjoining stump, trees, underbrush or any refuse of any material from the improvements being erected tial Lot shall be placed on any adjoining Lot struction material must be immediately remove perty. If, in the opinion of the Board of The LAKEWOOD FOREST FUND, INC., the retainment of construction, refuse or scrap material shall be come a nuisant require the removal of said objects prior to of construction of such improvements. side setbac improvement building ma stump, tree material fr tial Lot sh easements. struction m perty. If LAKEWOOD FO of construction of construction of construction of construction of construction in the construction of construction is shown in the construction of construction of construction of construction of construction is shown in the construction in the construction in the construction is shown in the construction in the construction in the construction is shown in the construction in the BOOZ đn placed placed side s O D n t cha,
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The shall not be less than the property lines of such building site. rth below for each of that nothing herein he resubdivision of resubdivision of resubdivision of a thereby, it being the within said Subdinimum area. The Alconstruction of a construction of a consists of parts of such building sithan set forth belovenants fixing dishall be applicable. The minimum Lotst Subdivision shall placed on an ir each Secti herein consion of any landing the Subdivision The Architect of a single parts of one site at the below and, distances ble to the ot area arall be

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such storage building is positioned a manner such that the greatest por possible is not visible from the st faces, that such building is approved the control Committee, that said storage maintained in a manner consistent which it is appurtenant, and that such outbuilding complies strictly with the applicat portion of said building street on which said proved by the Architectutorage building is built and with these restrictional did as provided elsewhere in a provided elsewhere in a corresponds in style, and to the main dwelling hat such storage building licable setback lines. lding
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any Language Anna the sing to of anna diculary wall language wire enclose such fence struc section 8. Fences and Protective Screening. No fence, was ected, placed, maintained or permitted to remain on any part in 19 Lot between the street adjoining the Lot and front setback ness and/or forward of the building setback line of such Lot it is case may be or on the Lot building line of any corner Lot is side facing the street. No fence or wall within the prope is to exceed seven feet (7') in height. The heights or elevaticularly to the top of the fence. In no event shall any fence any wall or fences shall be measured from ground level perpendicularly to the top of the fence. In no event shall any fence or wall constructed or altered on any Lot nearer to the since or wall constructed of chain link or other form of metal neces or wall constructed of chain link or other form of metal neces wisible from and adjoining to any street shall be contructed in such a manner that smooth faced pickets will be controlled in such a manner that smooth faced pickets will be once are no gaps between the boards constituting said fence. The hall be the Lot Owner's responsibility to maintain the fence rotective screening in good repair. æ nes
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h po livestock, rabbits, sheep, goats, swine, reptiles and Insects ry of any kind shall be raised, bred or kept on an that dogs, cats and other common household pets may all purposes, but only for the use and pleasure of Lots, and provided that such pets are not allowed in the neighborhood and provided that hood. Regardless of the number, size or type of the hours of 10:00 o'clock p.m. and 7:00 o'clock possitute a nuisance. Excessive barking by dogs, espect of the number of lock provided that such pets and remote an utaken by injunctive action or other Lot own the hours of 10:00 o'clock p.m. and 7:00 o'clock p.m. and remotes. A be outside the enclosure except on a leash. No lakewood prorest tube an enclosed area by their oe kept or stabled on any such Lots. The Board of and variety of household pets and shall, in its so of the fund shall have the fund shall in the soft on the fund shall have the stabled shall have the fund shall have the stabled shall have the fund shall have the fund shall have the stabled shall have the fund shall have the fund shall have the fund shall have the stabled shall have the fund shall have the f All
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Section 17. Easement for Surface Drainage. No wall, fence constructed so as to prevent natural surface drainage across the planting or other materials shall be placed or permitted to remeastablished slope ratios, create erosion or sliding problems, construct or retard the flow of water through drainage channels or obstruct or retard the flow of water through drainage channels or channels. by the nem at street street or limitation intervay. No y. | fur | fur | he listan at show such he deel wine Lo س Ō suf va he t 444 H | 0 0

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Section 18. Sidewalks. No sidewalks shall be constructed maintained without the prior written approval of the Board of Trustees of the LAKEWOOD FOREST FUND, INC., and the Board of authority to determine the location and type of construction authority to determine the location. Sidewalks shall be defined walks or raised paths, constructed of concrete or other paved the front or side building line of the Lot nearer than fifteen of Trustees of the LAKEWOOD FOREST FUND, INC. shall have no as any portion of Property by eminent domain or otherwise to construct a sidewalks. All permitted sidewalks shall have curb ramp shall be constructed in accordance with specificat provided by the Engineering Department of Harris County, Texa walk mate the (15° of Trity aut sid uch tion of to control of the series of the seri of
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etb Section 19. Composite e adjoining Lots or por portions into one build structing improvements back lines shall be mentalled setback line of ilding setback line of ts in the same block. ovided that no such concessall be permitted chitectural Control Com portions thereof may consolidat uilding site with a privilege of nts on such resulting sites in was measured from the resulting prolating site must have a frontage of not less than the minimum from the substanding the above, it consolidation of Lots as provided without the prior written approximation of the set of the standing the same of the set of of S Pl: क ति प t t D G ĺσ er er er cing case y lin 00 0 ัก ο× of of t 0 5 1е 1 у

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times greas culve str and dep O ec Sec + +++ o · p o ß Φ section 22. Cutting Weeds and Drains seds on each Lot shall be cut as often to maintain the same in a neat and a smaged, diseased beyond repair and/or emoved from the Lot. Likewise, all and a sined in the same manner and shall be a corother petroleum products or subtract or to otherwise place into any sutted over property line and ditches a minimum of eighteen inches (18") in of the ditch shall require a larger 0 E 0 E 0 to to ma ma often as may be necessary and attractive appearance. nd/or dead trees shall be all drainage ditches shall ll be unobstructed at all ed to pour oil, gasoline, substances into any drain y such drainage culvert are shall be of concrete pi) in diameter, unless the rger size for proper drain гу n ut be

resid ments garbage Lot by _ . m Section 23. Lot Maintenance. The shall at all times keep all grass itary, healthful and attractive man Lot for storage of materials and eidential requirements or incident the table thereon as herein permitted) or bage, trash or rubbish of any kind by the acceptance of a deed for the shall be shall b \vdash ed) or kind for t Bala Th ss an e he Owners and wante equipment to control permit there weeds thereon c and shall in no ment (except for instruction of imit the accumulateon. Every Ownerme, or by accept cut cut ev imp iti ier 0 7 ove-0 0 H i B [S]

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ing and 1. + + # 1. % % 6 ing 3oar tect that ui tr lder eeti: ill bi con rd o tura t wi - e Ex Her ti xcept for driveways and walkways construct of the dwelling, no part of the front Ling adjoining the Lot and the front and/obe paved or covered with any other harden ncrete and rocks) without the prior writt of Trustees of the LAKEWOOD FOREST FUND, al Control Committee. It is the intent opithin the area defined above only grass, rees and associated bordering shall be in maintained. 1000 H of of of re re T ructed by the tlot betweed/or side budened surfactiten approved in INC. and tof this pass, decorative installed, the en oui ice ova ova l t e originathe ilding le (incluation of the the Archengraph e landsconstructure) 0 0 id le li В

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With these restrictions so as to place said Lot in a neat, attractive, healthful and sanitary condition and may charge the Owner occupant of such Lot for the costs of such work. The costs of services shall be added to and become part of the annual maintenance assessment or charge to which such Lot is subjected under these covenants, and as part of such annual assessment or charge it shall be a lien and obligation of the Owner in all respects provided in these covenants. The payment for any work performe pursuant to this paragraph shall be due upon presentation to the owner, either in person or by regular mail, of the FUND's invoit therefor. Default in the prompt and full payment within ten (1 days from the date the invoice is sent to the owner shall entit the Board of Trustees of LAKEWOOD FOREST FUND, INC. to eighteen allowed by law on the amount due from the date of the invoice, which interest shall also constitute a mechanics lien upon the and an obligation of the Owner thereof. compliance eat, attrathe Owner main ten (10)
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Section 24. <u>Nuisances and Annoyances</u>. No noxious or offenarea, nor shall be carried on upon any Lot or in the common annoyance or nuisance to the other Lot Owners. No Lot shall be used, in whole or in part, for the storage of rubbish of any character whatsoever, nor for the storage of any property or thing that that will be obnoxious to the eye, nor shall any substance, thing, odors, or that will cause any Lot that will emit foul or obnoxious peace, quiet, comfort, or serenity of the occupants of surrounding common area which might reasonably be considered as giving annoywhich might be calculated to reduce the desirability of the property sensibilities or ther Owners of ordinary sensibilities or the sa a residential neighborhood, even though such activity may used, acter might that

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- 6 casualty of any house or any other structure covered by insurance written in the name of an individual Owner or builder, said Owner or builder shall, with the concurrence contract to repair or rebuild such damaged or destroyed por tions of such house or other property in a good workmanlike tions of said house or in a manner approved by the Architect Owner shall refuse or fail to so contract to repair and property within thirty (30) days from the date of his receipinsurance proceeds, regardless of whether or not the and restoration, or shall fail to complete the said repair receipt of the insurance proceeds, regardless of whether or not the lakewood porkmanlike manner approved by the Architect of the insurance proceeds, regardless of whether or not the insurance proceeds, regardless of whether or not the and restoration, or shall fail to complete the said repair receipt of the insurance proceeds, the Board of Trustees of Trustees, is hereby irrevocably authorized by such Owner the and specifications or in a manner approved by the Architect the LAKEWOOD FOREST FUND, INC., by and through its Board of repair and workmanlike manner in conformance with the original planal proceeds. The Owner shall then promptly repairs plus interest thereon at the rate of eight allowed by law, and the LAKEWOOD FOREST FUND, INC, the amount actually expended allowed by law, and the LAKEWOOD FOREST FUND, INC, shall he subject to foreclosure as herein provided. The provision of this paragraph shall create a right, but not a duty or of the Board of Trustees of the LAKEWOOD FOREST FUND, INC. Itte.

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ARTICLE IV

ARCHITECTURAL CONTROL COMMITTEE

ouil, stru othe or , chan; site ings tect: 23 te Section 1. <u>Duties of Architectural Control Committee</u>. Ilding, fence, wall, driveways, sidewalks, swimming pool, cuctural flag pole, satellite dish, windmill, solar panel ner structures or other improvements shall be commenced, e maintained upon any Lot, nor shall any exterior addition the or Lot, until the construction plans, specifications angs (showing the front elevation) have been approved by the ctural Control Committee. Prior to the pouring of the slatto use, quality of workmanship and materials, as to conficewood Forest, and as to location of building and improven the respect to topography and finished grade elevation. ic d lailige o o cur cur B tion;
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be ap ere nmo tte iti to the Committee until the preliminary site plan and cations shall specify, in such form and under such relectrical and plumbing details, and the nature, kind, exterior color scheme, materials, and location of the powers herein granted, the Committee may deem necessary, the structural, m, exterior color scheme, materials, and location of the limitation of the powers herein granted, the Committer the right to specify a limited number of acceptabeth the results or finishes that may be used in the constitute location, height, and extent of fences, walls, or improvements with respect to structures, building roperties or Lots. Any deviations from the final worleap and specifications, even after construction is commenced by the Committee prior to completion of controve deviations in building area and location in institute provents and when approval is given, such deviation will result in their sole judgment, such deviation will result in their sole judgment, such deviation will result in their sole judgment, such deviation will result in a part of these restrictions. In granting such approval by the conditions in the plans, specifications or drawing occonditions required by the Committee, with such modifications to be specified in writing. ř, d d ctural,
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Section 6. Notice and Hearing Requirements. The Architral Control Committee shall give written notice of any propose requested variance or other matter contained in section 1 of Article to the Owners of all Lots adjoining the Lot or Lots (which the variance or other action will affect and to all othersons deemed by the Committee to be affected thereby. Not shall also be given to the Board of Trustees of the FUND. Sometice required by this section shall be given after the fin working plans and specifications have been given to the Committee person or entity seeking the variance or other propose action, with such notice to be mailed within ten (10) days of date that such plans and specifications are submitted to the Committee. requi Arti whic DΣ chit.
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Any Owner of a Lot or other person or entity receiving such notice shall have the right to examine all pertinent information, plans and documents and to request a hearing before the Committee to present evidence and arguments in support, opposition or modification of the variance or other proposed action. Upon request by any Owner of a Lot or other person or entity affected, which request must be made in writing within ten (10) days of the receip of the notice, the Committee shall hold such hearing within thirty (30) days of the date of the request for such hearing. In the earliest request received by the Committee shall be used in determining the timetable for the hearing. The Committee shall provid person(s) requesting the variance or other action, to all owners all persons who have filed a written request for hearing and to the mailed by the Committee shall be waring and to the mailed by the Committee at least ten (10) days prior to the no pl to any req of (30 eve ear pers Lots all mа he ch ion, ittee nodifi-t by hir Αμ̈́. d r e

The Committee shall render a decision within ten (10) after the conclusion of the hearing required by this section thirty (30) days after the final working plans and specific within ten (10) days after the final working plans and specific within ten (10) days after the conclusion of the hearing if here requested, the person seeking the variance or other action of the request within the Board of Trustees of the FU issue a directive to take action. The Board shall fort Committee shall act upon the proposed variance or other act within ten (10) days of the date that the written request the filled with the Board. If the Committee fails to a variance or other action. The filled with the Board. If the Committee fails to as approval of the requirements of this section shall not be intent of this Article that no variance or other action shall not be committee. within Board within varian strict any file ha wi be requissu Comm 3 6 comm qui section
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Any variance or other matters required to be acted upon by the Committee pursuant to this Article shall not be effective until to the requirements of this Article. The FUND shall be vested to the authority to enjoin any such variances or matters to ensure that the requirements of this Article are complied with and to struction of any structure, building or other improvement requirements article are not complied with by the person(s) or entities commencing or completing such construction. **⊢**. Ɗ 0 0 0 0 O еk

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ARTICLE V

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4 2 4 5 8 8 aft her tog sha the the the out Such asseter provided ter provided ter called "reinafter pr gether with all be a chae Lot agains sessment, to es, shall alle Owner of st such persons to his suss to his su Each Lot in the Subdivision is hereby and each Owner of any Lot in the Subdivision is hereby and each Owner of any Lot in the Subdivision it hereby as such deed, is deemed to covenant and properties: to wit, a respective to the following charges shall run with the land and be in the pach Lot in the properties: to wit, a respective to the following charges and the land and be in the assessment in the amount per annum spechace for the land shall be established and colled and shall constitute the proceeds of provided. Such regular annual maintenth interest, costs, and reasonable attenth interest, costs, and reasonable attenth interest, and shall be a conting inst which each such assessment is made together with interest, costs and reasonal obligation of the such Lot at the time when the assessments when the time when the assessments and charges against the Lot, exceptions and his heirs, devisees, personal representable accessors. The aforesaid lien shall liens and charges against the Lot, exception of the Lot in question. The Boardien. s side nd colleds or sed for aintende attore attore ande dreas of the sessing assessing a lected as herein f a fund (herein r the purposes ance assessments rney's fees, uing lien upon b. Each such onable attorney's person who was sent became due, sments shall not assumed by them. in ξΩ ĽΩ

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Section 2. Purpose of Assessments. The maintenance fund and welfare of the residents in the Subdivision, and the Board of Trustees of LAKEWOOD FOREST FUND, INC. shall use the proceeds of said maintenance fund for the use and benefit of all residents of the Subdivision. The uses and benefits to be provided by said Fuscle option, any and all of the following: maintaining parkways; and maintaining landscaping, lighting and beautification, at its rights-of-way, vacant lots, easements and esplanades; furnishing properties; payment of all legal and other expenses incurred in ments, covenants, restrictions, and conditions affecting the reasonable and necessary expenses in connection with the maintenance fund applies; payment of all emd administration of the maintenance fund applies; payment of all emd administration of the maintenance fund applies; payment of all emd collection of the maintenance fund applies; payment of all emd collection of refuse; to pay the expenses for all utilities in the Subdivision; to pay the expenses for the maintenance, repair, care, upkeep, beautification, protection, taxes, insuran replacement, reconstruction, management, supervision and operati safet
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of or for t division; t and Common other actio Board of Tr Properties Considered Considered the Board of diture of sa Judgment is for the Common Properties and Common Facilities in the much Facilities is and doing such other things and take actions as are necessary or desirable in the opinion of frustees of lakewoon Forest fund. INC. to keep the seed of general benefit to the Owners or occupants of the Subdivision nest and in good order, or and of Trustees of lakewoon Forest fund, it being understood that the judgm of said funds shall be final and conclusive so long the exercised in good faith. 10 to the Propaking on of the af the agreen the agreent the agreen the agreen the agreen the agreen the agreen the agreent the agreement the agreent the agreent the agreent the agreement th ול מס מיי ich the the a w

ם בסטטטטט Section 3. Maintenance Fundi Maximum Hegular Annual maintenance charge for the purpose of creating a fund to be known as LAKEWOOD by the Owner of each Lot in conjunction with like charge shall be paintenance charge shall be paintenance charge may be adjusted by initially get at \$295.00 per year for a legitimate builder. Such maintenance charge may be adjusted by LAKEWOOD FOREST FUND, INC. from year to be the needs of the property may, in its Judgment, require, be percent (10x) over the maintenance charge increase by more that so percent the maintenance charge of the previous year. Assessible chars
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Prom and after January 1, 1988, the maximum annual assessment anticipated economic conditions affecting the Subdivision, and the Board of Trustees of LAKEWOOD POREST FUND, INC. may, by a majority revote of a quorum of members, increase the annual assessment by not than ten percent (10%) above the maximum assessment by not frustees of the LAKEWOOD FOREST FUND, INC. may, by a majority frustees of the LAKEWOOD FOREST FUND, INC. after consideration of current maintenance costs and future needs of the LAKEWOOD leaser amount than specified herein, but such rate shall not constitute a waiver by the Board of Trustees of LAKEWOOD FOREST FUND, INC. of its right to revert to the full assessment for future ant the ty tot

Developer. A Developer shall be exempt from the maintenance fee as homes who is registered with a recognized builder's association, or as aid determination is exercised in the business of building homes. The determination for a builder shall be final and conclusive so long applicable when (1) the Lot is first taken down the inserting as defined by the initial builder. The user rate of assessment that y completed the residence and (b) leased or rental agreement, contract for deed or other conveyance, as desired and conveyance, as desired agreement, contract for deed or other conveyance, as the residence and (b) leased the residence and a substantial conveyance. tro co co fro fro

after said Lot is conveyed to a builder or user and shall be come splicable to each Lot secured by a Vendor's Lien on each Lot as and when conveyed maintenance charge shall be prorated accordingly. If it becomes necessary to turn the collection of the maintenance charge shall be prorated accordingly. If it becomes the attorney, then in that event the Lot Owner will be liable for interest from their due and costs incurred. Such maintenance charge over the reasonable attorney, a fees and costs incurred. Such maintenance hereof. Appropriate recitations with reasonable attorney as the first day of January of each hereof. Appropriate recitations with reapect to the maintenance charges shall be a liable for fund and the reservation of the vendor's Lien shall bear escitations in the contract of sale and/or deed executed and delivered by recitations in the contract to each Lot. The failure to include another validity of the vendor's Lien and/or deed shall not affect 385 103 14 14 14 D D

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bilit FOREST FUND, INC. Any assessmays after the due date shall bhe rate of up to a maximum of the maximum rate of interest a the Board of Trustees of LAKE the rate of interest is uniforces of LAKEWOOD FOREST FUND, te of interest by the 31st day coming calendar year. The Boss Trund, INC. may bring an actually obligated to pay the same, y against the Lot. No Owner nity for the assessments provided the same of the same of the same as a sessments and the same of the same and the same of the same and the same of the same as a sessments for the assessments provided the same as a sessments and the same of the same and th Assessments
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orth in this Article and may be enforced by
age on real property subsequent to the reca
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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 VI, and 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

Liens sec contractor foreclose shall be such Lien servito, ti to, ti polic chase Owner U) ha Section 7. Vendors Lien. It is expressly agreed that each obtowner, by virtue of his ownership of the Lot, possesses a precentage ownership of the Subdivision. The percentage ownership all be determined by dividing the common elements, common areas and common facilities by the total number of Record Owners. Each ignatory to this instrument and every Lot Owner in the Subdivision areas and common facilities and the purchase price of his Lot reas and common facilities and the further consideration of the ervices to be performed by the FUND, including, but not limited olice services and other services which were material to the purhase of the Lot in the Subdivision. Each signatory and each Lot iens securing same, provided for in this Article, and further oreclosed upon either by judicial or nonjudicial proceedings, but not limited or not hall be paid at the closing on the sale of the Lot burdened by Se Owne centa O O . Eac odivis s Lot 4 de ø on

ARTICLE VII

EASEMENTS

Section 1. The Developer, its assigns and successors, shall and under the several streets, drives, lanes, roads, easements in reserve areas, as shown on the subdivision plat, wires, poles for cable, electric lights, power, telegraph and telephone lines and any and all such streets, lanes, drives, roads, easements in proper equipment for the construct, lay and maintain along, in and under sewage and water supply (retaining also the right to grant or deny drainage, sewage or water systems), gas, light and power, telegraph the Lot Owners therein; and for all other purposes incident to the subdivision.

yeyed to deed or ostrued to light, elines, pothereto, any publi CCLE iny Lot or parcel of land in said Subdivision by ther conveyance shall not in any event be held conclude the title to the water, gas, sewer, electric power, television cable or telegraph or les or conduits or any other utility or appurted constructed by Developer, its assigns or success cutility companies through, along or upon any particular telegraphs. by by lender co or co or co ectr cele nanc sors 3 5 6 5 6 6 n-act 0

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e ч н о on of c HOOH HOOS Section 5. No utility ized entity or political referred to shall be I assigns, agents, employs or other property of overed by said easement ement is hereby granted ficers, agents, employed ed by the Board of Trusto enter in or to cross muther duties of mainter area provided for here ity company, water district or othe tical subdivision, using the easeme be liable for any damage done by the ployees or servants, to shrubbery, of the Owner of the Lot situated oment. Further, as referenced heretanted to the LAKEWOOD FOREST FUND, I ployees and to any management compan Trustees of the LAKEWOOD FOREST FUN to so over the common area in any Lotintenance and repair of the residence herein. erts
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ARTICLE VIII

UNDERGROUND ELECTRICAL SYSTEM

underground electrical distribution System. An 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 cable and appurtenances from the point of the electrical company's company's installed transformers or energized secondary junction trical company at a point designated by such company at the property line of each Lot. The electrical company at the meter. In addition, the Owner of attachment of accordance with the then current standards and specifications of installation of the meter of such electrical company furnishing service accordance with the then current standards and specifications of installation of the meter of such electrical company furnishing service) for the location and residence constructed on such Owner's Lot. For so long as underthe Underground Residential Subdivision, shall be uniform in 120/240 volt, three wire, 60 cycle, alternating current. ı,

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Section 4. No provision of this Article (the text of which i company) shall in any manner oper construction on any Lot of any ty than a single family residence as easements and provisions stated i affect any of the recorded easement or Lots of the Subdivision, excel of sections 1, 2 or 3 conch is prescribed by the construed operate or be construed by type of residential stated in this Article shall asements on any of the prescept as expressly provi electri to peri tructure III. l in no coperti ided he es The way □ □ □ □ □ ို ညီဝင် and th 7 0

ARTICLE IX

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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 the responsibility of the lot Owner to notify the FUND of the notification is received all correspondence and billings shall be proper name and address contained in the last entry on the sent to the name and address contained in the last entry on the rolls of the FUND for that Lot. Such notification shall be deemed sufficient for all notification purposes. Should any Owner lease notify the FUND of his current address (including a complete street complete zip code) and shall promptly notify the FUND of any subsenddress, any apartment number or other designations, and the quent changes of address. Such notification to the FUND of any subsenddress and/or any changes of address shall be made within ten days written communication to the FUND. Any notice or other written communication to the FUND. Any notice or other written communication shall be deemed sufficient for all notification to the FUND and shall be by communication shall be deemed sufficient for all notification the lot Owner may be sent to the last known address of the Lot Owner, and purposes. Should there be any action requiring a vote or assent of cations required by this section, then the FUND need only exercise lack of reasonable diligence shall be upon the Lot Owner. The laddress for the Lakewood Forest Fund, inc. shall be address as the FUND shall so designate in writing to the Lot Owner. .d/or ;
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autom; by sa the resi of t igh lemb er mitters Section 5. Delegation of Owners, Use of Common Areas. In accordance with bylaws of the FUND, lat of enjoyment to the common areas and facilities to the pers of his family, his tenants, or contract purchasers if the rights of enjoyment of the common areas and facilities to the common areas and facilities to the common areas and facilities to whership of a Lot, and any such delegation by any Ownership of a Lot, and any such delegation by any Ownership of a Lot, and any such delegation by any Ownership of a Lot, and any such delegation by any Ownership of a Lot, and any such delegation by any Ownership of a Lot, and any such delegation by any Ownership of a Lot, and any such delegation by any Ownership of a Lot, and any such delegation by any Ownership of a Lot, and any such delegation by any Ownership of a Lot, and any such delegation by any Ownership of a Lot, and any such delegation by any Ownership of a Lot, and any such delegation by any Ownership of a Lot, and any such delegation by any Ownership of a Lot, and any such delegation by any Ownership of a Lot, and any such delegation by any Ownership of a Lot, and any such delegation by any Ownership of a Lot, and any such delegation by any Ownership of a Lot, and a Lot, who sever ies from er shall such Lot i. S 0

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not party scrib three thall shall not r recei Ō 770 Section 8. Manner of Notice. Every notice the notice to the Lot Owner or other party ent the notice, or to his duly authorized agent, e certified mail to his last known address. Not complete upon deposit of the notice, enclosed sperly addressed envelope, in a post office or y under the care and custody of the United Stagular mail, such notice may be sent by regular rety has the right or is required to do some act ribed period after the service of the notice up all preclude any party from offering proof that ceived within three days from the date of deposited States Postal Service. However, the burde on the recipient of the notice to establish om the date of mailing. upon ch not i t is he he $\mathbf{\sigma}$ 0 d e L tice required under to by delivering a copy entitled to receipt the first person Notice by mail shall osed in a post paid, se or official deposites for notice by gular mail under the ne act within a precice upon him by mail, period. Nothing her that the notice was mail, that it was no deposit in a post e and custody of the burden of proof shall blish conclusively the the shall by that ip ip ip ion iha iha iha o in σ 4 Ÿ

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During the initial term, the covenants and shall be perpetual During the initial term, the covenants and restrictions of the Declaration may be changed or amended only by an instrument by the Record Owners of not less than seventy-five percent (the Lots in the "Approving Section(s)" of the Subdivision, aproperly recorded in the appropriate records of Harris Count Texas. Upon the expiration of such initial term, said cover and restrictions (if not previously amended, and as amended, amended), and the enforcement rights relative thereto, shall automatically extended for successive periods of ten years. Signed by the Record Owners of not less than seventy-five periods of all the Lots in the "Approving Section(s)" of the Subdivision, and properly recorded in the appropriate record Harris County, Texas. Any amendment of this Declaration multiple of the Recorded in the Record of the Recorded Property Records of Harris County, Texas. th, prop, Texas. and rest amended) tomat in the state of th 0 ont of ont oun hallict ict ict itr p t (75, and nty, snants O ords nust enanti
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'iol AKE procee covena by the that t roc /iol prev lues PUND Proc Section 2. <u>Enforcement</u>. Upon any violation AKEWOOD FOREST FUND, INC., or any other Owner to roceeding at law or in equity against the person revent him or them from doing so or to recover dund, INC. or any Lot Owner shall have the right roceeding at law or in equity, all restrictions, ovenants, reservations, liens and charges now or the provisions of this Declaration. It is exampled that the LAKEWOOD FOREST FUND, INC. shall have singled action to enforce, by any proceeding at law or shall have singled actions, conditions, covenants, reservations, reservations. tions, be stions. ore can or wful wful rosecur per tance and tances LAKI condinerea in essly rem;
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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 an inadequate remedy at law or that there shall be 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. d it nο of

FORES havin Failing anie of shithereah fail fail facise orce s TUND, INC. or by any Owner or by any other person or entity any rights herein to enforce any covenant or restriction shall not be construed to constitute a waiver of the right after enforce such provision or any other provision hereofore or delay of any such party shall not be considered after estoppel either in equity or at law. Such parties may enter rights herein despite said delay or failure to said terms and provisions hereof on a prior occasion. is H

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- (a) ずれてぬ rop inan iORE th toper ō 4 4 he written co ty owners in ous approval FUND, INC.; con E H H E ent of one hundred percent le area to be annexed and w the Board of Trustees of ٠٠ ب 7 t 10 h ō)%) of the LAKEWOO!
- the execution and filing for record by the owner of the be called "Articles of Annexation" which shall at least so out and provide in substance: the name of the owner of the property being added or annexed who shall be called the added or annexed who shall be called the added or annexed which for description of the property be seed as the fifteenth, sixteenth, etc., as the case be, Section under this Declaration; the description of the being added or annexed and the rights and easements of the being added or annexed and the rights and easements of the added or annexed in accordance with the property is be a peclaration of Covenants, Conditions and Restrictions, an used, sold and conveyed in accordance with the provisions of this provisions of this Declaration of Covenants, Conditions and Restrictions as if said property were originally included therein as if said property were originally included the Board of Trustees of IAKEWOOD FOREST FUND, ING. with the same force and effect as if said property were originally included:

 this Declaration of Covenants, Conditions and Restriction! property being a be called "Artic out and provide property being a " declarant"; the added or annexed designated as the be, Section underesidential area being added or an Owners in and to added or annexed Declaration of a the control of the contr he case man of the property cs of the cy is being of this cons, and di, held, bject to the claration y to the ce and effect as parting added ing added 'nе Ō 0 0 0 ау

part of the original development; that the common area property being added or annexed will be conveyed to the Board of Trustees of LAKEWOOD FOREST FUND, INC., subject the rights of the owners therein, prior to the sale of first lot in the added or annexed property; such "Arti Annexation" may contain such other provisions which are inconsistent with the provisions of this Declaration of Covenants, Conditions and Restrictions; and, the consent required in subsection (a) above has been obtained in temanner prescribed therein. Ô no e <u>-</u> ÷ in 0

- (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. ガロスマ . D. 00 a a H. 12
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Section 12. Effective Date. When the required approve this Declaration has been obtained, pursuant to the provisic Article II hereof, this Declaration shall become effective selegal force at 5:00 o'clock p.m. on the date that this Declar filed for record in the Real Property Records of the Count of the County, Texas. Should one or more sections of the Subdivision approve the Declaration (hereing Subdivision have not so approved it, an original counterpar Records of the County Clerk's Office of Harris County Records of the County Clerk's Office of Harris County, Texas the Declaration shall be effective as to such "Approving Serized official of the Board of Trustees of the LAKEWOOD FOR approved this Declaration, in the manner provided in Article hereof, and the "Approving Section(s)" has approved this Declaration, in the manner provided in Article hereof, and the "Approving Section(s)" shall be designated uously under the Title on the first page of this Declaration De C visio
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STATE OF TRYAS
COUNTY OF HARRIS
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of AREWOOD FORES
behalf af Said Co rumen orp ומו -poration, 1 19<u>8</u>2 88 Baw s acknow, by INC.,) a Texas Medg ed before me Menull s Nonprofit + 0 Ħ 01 the TOT rat lay

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STATE HO HO TEXAS

COUNTY HO H HARRIS

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appeared oath depo depose BEFORE CECILIA and state THE BOXELL, UNDERSIGNED ន្ត follows: Who after NOTARY being 02 duly thi sworn Ċ day personally did on her

LAKEWOOD obtained signature records of FOREST AMENDMENT signatures for owners of sheets AMENDMENT TO number or more percent DECLARATION OF FOREST SUBDIVISION, Section 10, passage the the "My name is C been SUBDIVISION, of the Lots 0 H qo FUND, SUBDIVISION, ΟĦ FOREST, SEC Restrictions 10, fifty-one TOLot file sheets verified the contained 0 f DECLARATION OF t Owners app DECLARATION SECTION INC. the Amendment t of the then LAKEWOOD with CECILIA SECTION COVENANTS S S 3 0f SECTION 10 and of Section 10 FOREST the from Lots. cards SECTION approved the 10. percent of \mathfrak{q} then being FOREST 10 BOXELL LAKEWOOD HO. the the This at FUND Will Lot COVENANTS COVENANTS in the 10 further signature FUND, the official and This and Owners the existence ւ Ի. əd 3 0 RESTRICTIONS, o fi FOREST record her certify adoption and time INC cert maintained ß. 40 LAKEWOOD then evidenced am AND AND RESTRICTIONS, ţ the approved further the records FUND, sheets Lot owners RESTRICTIONS, certify for that required and custodian have Owners FOREST INC that Λq LAKEWOOD the ĽĮ. enactment 0 f attached certify Off LAKEWOOD the rs was the the examined the the names the AMENDMENT approval Ąs 0 f SECTION signature fifty-one permanent that requi LAKEWOOD LAKEWOOD required LAKEWOOD required Lots records to of FOREST FOREST the the Was the the red 10 in

CECILIA BOXELL

SWORN certify AND SUBSCRIBED which witness To, this mУ hand day and officia seal O fi

ΛM Notary inted Nar Commission Publié Name 0 Expires: State of Notary

Texas

RECORDING RETURN TO:

AFTER

1000 1000 1000 1000 1000

12415 LAKEWOOD FOREST Cypress, Louetta Texas FUND, INC.

ANY PROVISION HEREIN WHICH RESTRICTS THE SALE, RENTAL OR USE OF THE DESCRIBED REAL PROPERTY BECAUSE OF CALOR OR RACE IS INVALID AND UNCHFORCEABLE UNDER FEDERAL LAW.

COLUNITY 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 County, Texas on

COUNTY CLERK HARRIS COUNTY, TEXAS