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RESTRICTIONS, COVENANTS AND CONDITIONS
ON EL LAGO ESTATES SECTION SIX

THE STATE OF TEXAS)
(KNOW ALL MEN BY THESE PRESENTS:
COUNTY OF HARRIS)

WHEREAS, PROKOP BUILDING CO., INC., a Texas corporation with its principal offices in Harris County, Texas, is the owner of that certain 38.191 acres of land out of the Ritson-Morris Survey in Harris County, Texas, which land it has subdivided and platted into an addition known and designated as EL LAGO ESTATES SECTION SIX, as shown by, and according to, the map or plat of said addition which was duly signed and recorded in the office of the County Clerk of Harris County, Texas on the 13th day of April, 1964, under said Clerk's File No. 869346-B, reference to which map or plat and the record thereof being hereby made for all purposes; and

WHEREAS, said PROKOP BUILDING CO., INC. desires to create and adopt a general and uniform plan of restrictions, covenants and conditions to govern the use, development, improvement and sale of lots in said EL LAGO ESTATES SECTION SIX for the benefit and protection of each lot and designed to make said addition more attractive for residential purposes:

NOW, THEREFORE, for the purpose aforesaid, said PROKOP BUILDING CO., INC. does hereby place and impose the following restrictions, covenants, and conditions upon and against the lands and lots in said EL LAGO ESTATES SECTION SIX as shown on the aforesaid subdivision plat thereof:

DEFINITIONS

The word "street" as used herein shall include any street, drive, boulevard, road, lane, avenue or any other place shown on the recorded plat as a thoroughfare.

A "corner lot" is one that abuts on more than one street.

The terms "lot" or "residential lot" as used herein shall be deemed to refer to the various lots in said El Lago Estates Section Six shown in the plat thereof and included in Blocks 1 through 9 and 11 and 12, as shown on said plat, but neither of said terms shall be deemed to refer to or include the 1.263 acres of land identified as "Reserved for Proposed Subd. Recreational Site" adjacent to Taylor Lake shown on the plat of said El Lago Estates Section Six.

A. RESIDENTIAL CHARACTER AND USE OF LOTS.

1. Each every lot in EL LAGO ESTATES SECTION SIX shall be known, described, and used only as a residential lot for residence purposes only; provided that notwithstanding any other provision hereof, all or any part of Lot No. One (1), in Block No. Seven (7), of EL LAGO ESTATES SECTION SIX may also be used for a water well site and/or for use for the location, maintenance and operation of water storage and distribution machinery, equipment and facilities and any other improvements or facilities necessary or convenient in connection with the production, storage or distribution of water.

2. No trade, business or profession and no noxious or offensive activities shall be carried on upon any lot, nor shall anything be done thereon which shall be or become an annoyance or nuisance to the neighborhood.

3. No oil or gas drilling, oil or gas development operation, oil refining, quarrying or mining operations of any kind shall be permitted upon or in any lands in said EL LAGO ESTATES SECTION SIX, nor shall oil or gas wells, tanks, tunnels, mineral excavations or shafts be permitted upon any of such lands. No derrick or other structure designed for use in boring for oil or natural gas shall be erected, maintained or permitted upon any of such lands.

4. The term "residence purposes" or "residential purposes" as used herein shall be held and construed to exclude use for hospitals, duplex houses, apartment houses, hotels, tourist courts, rooming houses, garage apartments (except garage apartments used as servants quarters), and all other kinds or types of housing accommodations, other than a detached, single-family dwelling house and the appurtenances thereto as hereinbelow permitted, and shall also be

held and construed to exclude all business, commercial, trade or professional uses; PROVIDED, however, that in the case of Lots Nos. 11 through 15, both inclusive, in Block No. 6, Lots Nos. 1 through 8, both inclusive, in Block No. 7, Lots Nos. 1 and 2, in Block No. 8, and Lots Nos. 1 through 8, both inclusive, in Block No. 9 (herein collectively called "Special Lots"), and only as to such particular Special Lots, and in the case of the Recreation Area identified hereinafter, the term "residence purposes" or "residential purposes" shall include use for duplex houses or apartment houses for residential use only by more than one (1) family per house, subject, however, to the provisions set out hereinafter requiring express consent of the committee designated in Section F hereof prior to construction of a duplex or apartment house on any of said Special Lots.

B. BUILDING RESTRICTIONS.

1. Unless otherwise authorized by the committee designated in Section F hereof as to any particular one or more of the Special Lots as hereinafter provided, only one (1) residence house, which shall be a detached, single-family residence house, either of one-story, one and one-half story, or two-story construction, shall be built or permitted on each lot, not exceeding two stories in height, and such house may have an attached or detached garage for not more than three (3) cars as well as servant's type quarters which may be occupied by an integral part of the family occupying the main residence on the building site or by servants employed on the premises, but no servant's quarters or servant's type quarters shall be permitted on any lot unless built at the same time or after the construction of the main residence. In the case of the Special Lots identified above, the committee designated in Section F below, in the exercise of its discretion, may by written instrument executed and acknowledged by not less than two (2) of the members of such committee and filed

for record in Harris County, Texas, authorize the construction and use of a duplex or apartment house on any one or more of such Special Lots. As to any of such Special Lots as to which said committee thus authorizes construction of a duplex or apartment house thereon (and only as to such particular Special Lots) said committee shall have the right incident to authorizing construction of a duplex or apartment house thereon to impose such additional restrictions as to the size, design, construction and location of duplex or apartment houses and related structures and improvements which may be constructed and used thereon in connection with use of such property for multiple-family residential purposes, as said committee shall deem appropriate in the exercise of its discretion, which additional restrictions shall be set forth in writing and filed for record as a part of the written instrument authorizing construction of a duplex or apartment house on such lot or lots above provided for. At any time or times hereafter, by written instrument executed and acknowledged by not less than two (2) of the members of the committee designated in Section F below and filed for record in Harris County, Texas, said committee, in its discretion, may waive and forever terminate its right herein granted to authorize construction and use of a duplex or apartment house on any of said Special Lots on which said committee has not theretofore authorized construction of a duplex or apartment house by written, recorded instrument as provided above. However, once an instrument executed and acknowledged by at least two (2) of the members of said committee and either (a) authorizing construction and use of a duplex or apartment house on any particular Special Lot, or (b) waiving and terminating the committee's right hereunder to authorize construction of a duplex or apartment house on a particular Special Lot, has been filed for record in Harris County, Texas, the committee may not thereafter change or revoke such instrument as to such particular Special Lot. It

is expressly stipulated that nothing herein is intended to prohibit construction of a single family residence house on any of the Special Lots (subject, of course, to all the applicable requirements and restrictions herein provided) regardless of whether the committee has authorized construction of a duplex or apartment house on such lots.

2. The ground floor area, exclusive of open porches and garages, of all one-story single family residence houses to be built shall not be less than 1700 square feet of living area.

3. The ground floor area, exclusive of open porches and garages, of all one and one-half and two-story single family residence houses shall not be less than 1300 square feet of living area.

4. All single family residence houses to be built shall face the street on which the lots front. A corner lot shall be deemed to front on the street on which it has the smaller dimension, but exceptions to this requirement in regard to corner lots may be made by the Committee hereinafter named whenever such Committee deems it proper or advisable. Houses on corner lots shall have a presentable frontage on all streets adjacent to such corner lots.

5. The exterior finish or construction of all single family residence houses shall be at least fifty-one (51%) per cent brick , brick veneer, stone, stone veneer or other masonry type construction, and in computing such percentage, roof area shall be excluded, but attached garages, porches and other structures constituting part of the building proper shall be included. Exceptions to this requirement may be made by the Committee hereinafter named whenever such Committee deems it proper or advisable.

6. In addition to the main single family residence house, out-buildings for the use and enjoyment of the property may also be built on any lot used for single family residence

purposes, but not more than one (1) out-building in addition to a garage may be built or placed on any such lot, and no out-building of any type on any such lot shall be used or occupied as living quarters, except by domestic servants engaged on the premises or an integral part of the family. No garage or other out-building shall be built or placed on any lot used for single family residence purposes unless the same is done at the same time or after the construction of the main residence home on such lot.

7. No building, fence, wall or other structure shall be placed or built on any lot nearer to the front lot line or nearer to the side street line than the building set-back lines shown on the recorded plat of this addition above referred to; provided that in the case of any of the Special Lots on which the Committee designated in Section F below authorizes construction of a duplex or apartment house, the front building line shall be set back only 20 feet from the street easement instead of 25 feet, as reflected on the plat of this addition. If the front wall of a single family residence on a lot is set back behind the front building set-back line on such lot as shown on said plat, then fences on such lot shall not be extended, placed or built past the front wall of such residence, but exceptions to this requirement may be made by the committee hereinafter named whenever such committee deems it proper or advisable. No radio or television aerial wires or antennae shall be maintained on any portion of any lot forward of the front wall of the main residence on said lot.

8. No structure (fences and garden walls excepted) shall be placed or built on any lot nearer than five (5) feet to any interior side lot line, but exceptions to this requirement may be made by the committee hereinafter named whenever such committee deems it proper or advisable. The committee may permit "detached garages" to be located within three (3)

feet of any inside lot line if situated at the rear of the main residence building. The term "detached garage" shall mean a separate building having no common wall with the main residence building.

9. Lots or fractions of lots may be combined in the manner hereinbelow stated so as to create a single building site and the whole area resulting from any such combination shall be treated as a single lot, as if originally platted as such on said map or plat of this addition, and in such cases the side lot lines between the lots or fractions of lots combined shall not be deemed to be side lot lines for building set-back purposes; such combinations being permissible only as follows:

(1) Any whole lot may be combined with any number of adjoining or contiguous whole lots.

(2) Any whole lot or any building site created by combination of whole lots, as above permitted, may be combined with a fraction of either or both of the lots adjoining the same.

(3) The right to erect or place a single family residential dwelling (or duplex or apartment house, if applicable) upon a building site consisting of less than an entire lot as shown on the subdivision plat of EL LAGO ESTATES SECTION SIX shall be limited to those instances in which the tract constituting such building site (consisting of either a part of a single lot as shown on said subdivision plat or portions of two adjacent lots as shown on said plat) has a frontage width at the minimum building set-back line of at least seventy (70) feet and a square footage area of at least 7,000 square feet.

10. No structure of a temporary character, trailer, trailer house, basement, tent, shed, barn or garage shall be used on any lot at any time as a residence or living quarters, either temporarily or permanently, but servants engaged on the premises may occupy servants' quarters built upon or onto any garage or other out-building. All detached garages and out-buildings built on any lot used for single family residence purposes must be situated behind or to the rear of the main residence building on said lot, and every detached garage and out-building built on any such lot (except greenhouses)

must correspond in exterior architectural design and style with the main residence building on said lot; but the committee hereinafter designated may grant exceptions to any of the restrictions imposed in this sentence in particular instances, in the exercise of its discretion.

11. All houses, buildings and other structures on lots in this subdivision must be kept and maintained in good repair and must be painted when necessary to preserve the attractiveness thereof.

12. No building or other structure, except when incidental to construction, shall be moved onto any lot without written permission of the committee hereinafter named; and any temporary building or structure moved onto any lot incident to construction shall be promptly removed upon completion of the construction work. No building material of any kind or character shall be placed or stored on any lot until the owner is ready to commence improvements, and then such material shall be placed within the property lines of the lot or building site upon which the improvements are to be erected, and shall not be placed in the street or between the pavement and property line. No stumps, trees, underbrush or any refuse of any kind or scrap material from improvements being erected on any lot or building site shall be placed on any streets or easements or any other lots or building sites. All such material, if not disposed of immediately, shall be immediately removed from the property and disposed of upon completion of said improvements.

13. No building, fence, wall or other structure shall be built, placed or altered on any lot until the construction plans and specifications and a plot plan showing the location thereof have been approved by the committee hereinafter named as to compliance with these restrictions generally and, without limitation, as to type and size of structure, quality of workmanship and materials, harmony of external design with

existing structures, and location with respect to topography, finish grade elevation and building set-back lines. In the event said committee shall fail to approve or disapprove said plans, specifications and plot plan within thirty (30) days after the same have been submitted to it, or in the event said committee shall cease to function or exist and no other committee, body or organization has taken over its duties and functions, or in the event no member of such committee may be found in Harris County, Texas after diligent search has been made for at least thirty (30) days, then upon the filing of an affidavit in the office of the County Clerk of Harris County, Texas, by the person seeking to build, which shall state the facts as to the occurrence, happening or existence of any such event, the approval herein required by such committee shall no longer be required and the person seeking to build, may build without such approval, but the restrictions, covenants and conditions contained in this instrument shall otherwise be fully complied with and observed.

C. WATER, SEWAGE DISPOSAL.

1. All sales and conveyances of the above identified lands in EL LAGO ESTATES SECTION SIX shall be subject to the dedicated easements and rights-of-way shown on the map or plat of said addition and to any utility easements over, under, along and across such portions of each lot and tract as are reflected on said map or plat, for the purpose of installing, using , repairing, removing and maintaining utilities, water lines, sewer lines, electric lighting and telephone poles and lines, pipe lines and drainage ditches or structures and any equipment necessary for the performance of any public or quasi-public utility service and function, with the right of access thereto for the purpose of further construction, maintenance, repairs and operation. Such right of access shall include the right, without liability on the part of any one or all of the owners or operators of such utilities, to remove

any or all obstructions on said easement right-of-way caused by trees, brush or shrubs, either on or overhanging such right-of-way, or otherwise, as in their opinion may interfere with the installation or operation of their circuits, lines, pipes or drainage ditches or structures. Such easements and rights of access thereto are reserved and dedicated for the general benefit of said EL LAGO ESTATES SECTION SIX and the property owners thereof and for any other or additional lands in the area thereof owned or which may be acquired by Prokop Building Co., Inc. and the property owners thereof, and are hereby reserved and created in favor of any and all utility companies (public or private) entering into and upon said property for any of the purposes aforesaid. There is also reserved and dedicated hereby for the use of all utility companies the easements for down guy anchors and push braces adjacent to the dedicated utility easements affecting the above identified lands as shown on the plat of said addition. There is also reserved and dedicated herewith for the use of all such utility companies an unobstructed aerial easement five (5) feet wide from a plane twenty (20) feet above the ground upward, located adjacent to all dedicated utility easements on the above identified lands as shown on the map of said addition.

2. No outside privies or toilets shall be permitted in this addition. All toilets shall be inside the houses and prior to occupancy the same shall be connected to a central sewage disposal system and/or sewage collection system, at the expense of the person building on the lot.

3. The drainage of sewage into a road, street, alley, ditch or Taylor Lake or Clear Lake, either directly or indirectly is strictly prohibited. This shall not apply to the discharge of treated effluent from any lawfully operated sewage treatment plant serving this addition or any part thereof.

D. MISCELLANEOUS RESTRICTIONS.

1. No animals, livestock or poultry of any kind shall be raised, kept or bred on any lot except that dogs, cats, birds and other household pets may be kept, provided they are not kept, bred or maintained for any commercial purposes and further provided that they are not kept in such numbers as to be or become an annoyance or nuisance to the neighborhood.

2. No lot shall be used or maintained as a dumping ground for rubbish, debris or waste matter. Trash, garbage and other waste shall be kept in sanitary containers and shall be disposed of at regular intervals consistent with good housekeeping. All incinerators or other equipment for the storage or disposal of such matter shall be kept in a clean and sanitary condition.

3. No boat, boat trailer, boat rigging, truck or trailer of any kind shall be stored or parked on any lot nearer to the street than the building set-back lines as shown on said recorded plat, nor shall any such boat, boat trailer, boat rigging, truck or trailer be kept, stored or parked on any lot outside of a closed garage on such lot, or located in such manner as to be visible from the adjacent streets or lots. Further, at no time shall any house trailer, or any truck, trailer or commercial vehicle having a rated load capacity in excess of one (1) ton, ever be parked overnight or stored on any lot in EL LAGO ESTATES SECTION SIX, nor shall any such house trailer, or any such truck, trailer or commercial vehicle having a rated load capacity in excess of one (1) ton, be parked on any street in said EL LAGO ESTATES SECTION SIX at any time other than as may be reasonably required incident to construction work on or delivery or pick-up of goods, wares, property or materials to or from lands in said addition.

4. No lot shall be used for the storage of commercial products, liquid, solid or otherwise, not necessary or convenient for the use and enjoyment of the property solely for residential purposes.

5. No fence, wall, hedge or shrub planting which obstructs sight lines at elevations between two (2) and six (6) feet above the roadways shall be placed or permitted to remain on any corner lot within the triangular area formed by the intersecting street right-of-way lines adjoining such lot and a straight line connecting them at points twenty-five (25) feet from the intersection of such street right-of-way lines, or in the case of a rounded corner from the intersection of the street right-of-way lines extended. The same sight-line limitations shall apply on any lot within ten (10) feet from the intersection of a street right-of-way line with the edge of a driveway or an alley pavement. No tree shall be permitted to remain within such distances of such intersections unless the foliage line is maintained at a sufficient height to prevent obstruction of such sight-lines by such foliage.

6. No trade or business and no noxious or offensive activity shall be carried on upon any lot, nor shall anything be done thereon which may be or may become an annoyance or nuisance to the neighborhood. Nothing herein shall, of course, prohibit the owner or operator of an apartment or duplex building constructed on any Special Lot (with approval of the committee as herein required) from engaging in the business of renting or leasing such apartments or duplex buildings for use for residential purposes only by the tenants therein.

7. No signs, billboards, posters, or advertising devices of any kind or character shall be erected, placed or maintained on any lot, except one sign of not more than ten square feet advertising the property for sale or rent and also excepting signs used by a builder to advertise the property during the construction and sales period; provided that the committee designated in Section F shall have the right, in its discretion, to permit the erection and maintenance of additional signs on any Special Lots on which apartment buildings are permitted to be constructed, limited to signs reasonably

necessary to disclose the name of the apartment building and the fact that apartments are for rent therein. Prokop Building Co., Inc. also reserves the right for itself, its successors and assigns, to build, place and maintain signs, billboards and advertising devices to advertise the addition generally as well as to advertise particular lots.

8. Notwithstanding any restrictions any place herein contained, said Prokop Building Co., Inc., its sales agents and successors, shall have and hereby reserve the right to place, build or maintain a sales office on any lot in said addition during the period when lots are being sold and/or houses are being built or offered for sale in said addition.

9. The owners and occupants of all lots in this addition shall at all times keep the grass and weeds thereon cut to promote sanitation, health and appearance. If the owner of any lot shall fail to comply with the foregoing requirement, then after five (5) days' written notice mailed to the last known address of such owner, Prokup Building Co., Inc., its successors or assigns, or the committee hereinafter named, or the Civic Corporation hereinafter identified, may, at its or their election, cause such grass or weeds to be cut and in such case, said owner shall immediately pay the amounts expended for such work to the person doing or causing the same to be done. The foregoing shall be in addition to all other rights and remedies to enforce compliance herewith.

10. The words "house", "residence", "building" or "structure" as used herein with reference to building lines shall include galleries, porches, porte cocheres, steps, projections and every other permanent part of the improvements, except roofs.

11. No soil shall be removed from any lot nor shall any trees thereon be cut or felled except as required for landscaping or construction work thereon, but dead or unsightly trees may be removed.

12. Sidewalks shall be constructed on all lots at the owner's or builder's expense at the same time the main building or residence is constructed thereon or prior to completion of such main building or residence. The plot plan showing location of proposed improvements on the lot shall also show location of sidewalk and/or walkways. Sidewalks shall be of concrete construction, and size and location thereof with respect to property lines shall be in accordance with specifications presented by said committee hereinafter named. It shall also be required that at least one (1) gas or electric decorative outdoor light (to be connected through the lot owner's meter) of a design and style approved by the committee hereinafter named be constructed and installed on each lot at the owner's or builder's expense at or prior to completion of the main building or residence thereon; and the plot plan and specifications submitted to said committee in connection with obtaining its approval of improvements to be constructed on each lot shall show the location, style and design of such gas or electric decorative outdoor light to be installed thereon. The committee hereinafter named may, however, waive any of the requirements of this paragraph with reference to sidewalks or gas or electric lights as to any particular lot or lots, in the exercise of its discretion.

E. RECREATIONAL AREA.

On the plat of EL LAGO ESTATES SECTION SIX is shown a tract or parcel of land containing 1.263 acres, more or less, adjacent to Taylor Lake, which is identified on said plat as "RESERVED FOR PROPOSED SUBD. RECREATIONAL SITE 1.263 ACRES", and will herein be called the "Recreation Area." No part of said Recreation Area has been dedicated to or for the public use or for any other purpose whatsoever, and said Recreation Area shall be subject only to the covenants and restrictions imposed in this instrument only to the extent and in the manner expressly and specifically stated in this

Section E. Said Recreation Area is hereby restricted to use either for residential purposes or for recreational purposes, which recreational purposes shall include use for or in connection with swimming, boating, fishing, sports, picnic grounds, parties or other civic or recreational uses. Said Recreation Area may be improved with buildings or other structures or facilities for use for the purposes authorized herein, but plans and specifications for such buildings, improvements or other structures or facilities must first be approved by the committee hereinafter designated (in the manner and subject to the provisions set out herein in Section B) to insure hamony with existing and proposed structures in the area and to maintain an attractive and sightly area consistent with the remainder of the addition in which said Recreation Area is situated. It is contemplated that Prokop Building Co., Inc. will sell and convey said Recreation Area (including also any land owned by Prokop Building Co., Inc. immediately adjacent to the Western side of said Recreation Area and between it and the property line on Taylor Lake) to a Texas non-profit corporation known as EL LAGO ESTATES CIVIC CORPORATION (herein called "Civic Corporation"), subject to a vendor's lien and deed of trust lien in favor of Prokop Building Co., Inc. securing payment to it of the consideration for such property. While and for so long as title to said Recreation Area (and land adjacent thereto as aforesaid) is held by the Civic Corporation, said property shall be held and used solely for recreational purposes as set out hereinabove, it being expressly stipulated and provided that it is not intended that the public, generally, shall be entitled or permitted to use or enjoy such property, but that the use and enjoyment of such property shall be restricted and limited to the following persons or parties only, to-wit:

(1) The persons or parties from time to time owning or occupying or who may hereafter own or occupy any lot in

EL LAGO ESTATES SECTION SIX;

(2) The persons or parties from time to time owning or occupying or who may hereafter own or occupy any lot or homesite in any and all future or additional sections of EL LAGO ESTATES ADDITION which may be hereafter platted, established or subdivided by Prokop Building Co., Inc. out of any lands adjoining, adjacent or contiguous to, or in the vicinity of EL LAGO ESTATES SECTION SIX, which lands are now owned or may hereafter be acquired by Prokop Building Co., Inc.;

(3) The persons or parties from time to time owning or occupying or who may hereafter own or occupy any acreage or acreage tracts, or any part thereof, adjoining, adjacent or contiguous to or in the vicinity of EL LAGO ESTATES SECTION SIX, which are now owned or hereafter acquired by Prokop Building Co., Inc., if (and only if) Prokop Building Co., Inc. shall by written recorded instrument expressly hereafter specify and declare that the owners or parties occupying such particular acreage or acreage tracts will be entitled to use and enjoy such property;

(4) Guests of any of the persons or parties specified in paragraphs (1), (2) or (3) above, or members of their families; or

(5) Any other persons who are given specific and express permission to use such property by Prokop Building Co., Inc. from time to time;

PROVIDED that the right of any of the persons or parties identified above to use such property shall be subject to compliance with such reasonable rules and regulations as to conduct, decorum and admission as may be promulgated from time to time by the Civic Corporation to promote the preservation and protection of such property and the improvements thereon and to facilitate the use thereof for the common benefit of the aforesaid persons and parties by avoiding

over-crowding or unlawful or improper conduct or undue disturbances and by maintaining reasonable quiet and decorum; and PROVIDED, further, that in the event a swimming pool, clubhouse, boat loading facilities or other improvements or facilities shall be constructed or provided on said property, a reasonable charge for the use of such improvements or facilities may be imposed and collected by the Civic Corporation to assist in defraying the costs of construction, furnishing, maintenance, handling and operation thereof.

Notwithstanding the foregoing provisions, however, if title to said Recreation Area (or said adjacent land) or any part thereof shall be acquired by any other person or party than the Civic Corporation as a result of foreclosure of any purchase money lien or any deed of trust lien given or created by the Civic Corporation to secure the purchase price of such property or as a result of foreclosure of any deed of trust or other lien given by the Civic Corporation to secure payment for or for the purpose of borrowing funds to pay for any improvements or facilities which may be placed on said property, or otherwise, said property in the hands of the purchaser at such foreclosure sale, and his or its heirs, successors or assigns, shall continue to be restricted to use for residential or recreational purposes as first set out above for so long as the restrictions created in this instrument shall remain in force under the provisions of Section H hereinafter, but the use and enjoyment thereof shall not be limited or restricted to the persons and parties specified above.

Prokop Building Co., Inc., or its successors, shall never be liable for the payment of any taxes or assessments made or levied upon or against said Recreation Area (or the land adjacent thereto as aforesaid) by any taxing authority after title to same is conveyed to the Civic Corporation, or for the costs, charges, and expenses for building, placing or

repairing of any improvements, equipment or facilities on said Recreation Area or for the upkeep or maintenance of said Recreation Area, but all such costs and expenses shall be paid out of the Maintenance Fund hereinbelow provided for or out of receipts from charges made by the Civic Corporation as hereinabove provided; and the Civic Corporation shall have full authority to make any such payments from said Maintenance Fund or receipts and its decision in that regard shall be final and absolute. In this regard, while said Recreation Area (and adjacent land as aforesaid) is held by the Civic Corporation, same will be required to be maintained in a neat, clean and attractive condition, free from weeds, refuse, garbage, trash and the like; and the costs of such maintenance will likewise be paid out of the said Maintenance Fund or receipts by the Civic Corporation.

F. COMMITTEE.

1. There is hereby established and created a committee which is the committee herein referred to, and which committee shall consist of three regular members, which members shall serve for a term of ten (10) years, and thereafter until their successors are elected. This committee shall be composed of L. W. PROKOP, JESS TRACKWELL and HELEN BOLTON, but the functions of the committee may be carried out by a representative designated by a majority of the members of said committee. In the event of death or resignation of any member of said committee, the remaining member or members shall have full authority to continue to act and to perform all functions and duties of said committee hereunder, but shall as soon as practicable appoint a new member to fill the vacancy for his remaining term.

2. Two members of the committee are entitled to act at any meeting which shall constitute a quorum, and a quorum shall be required at every meeting unless a majority of the members of said committee have previously designated

a representative to act for and in their stead.

3. A member may resign from said committee at any time by merely giving said committee notice of his resignation in writing. The unexpired term of the member who has died or resigned shall be filled by the remaining member or members as aforesaid.

4. No member of the committee shall receive any pay, compensation, or remuneration for his services.

5. Said committee shall have the right to adopt rules for the conduct of its business.

6. Upon the expiration of ten (10) years from date hereof, or at any time thereafter, the owners of lots then being served by this committee shall have the right by majority vote to elect all members of the committee for a term to be determined by a majority of the lot owners.

7. At any time after ten (10) years from date hereof (or earlier if the written consent of all the members then serving on the committee is first obtained) the owners of lots then being served by this committee may by majority vote, elect to transfer all of the rights, powers, duties, purposes and functions of this committee to the governing body of any incorporated city, town or village then including this addition or to any non-profit civic club or similar association or organization representing such lot owners, and upon any such transfer this committee shall cease to exist and said municipality, civic club or similar association or organization shall succeed to all of the rights, powers, duties, purposes and functions of this committee.

8. At any and all elections each property owner shall be entitled to one vote for every residential lot or building site owned by him, except that if all or parts of more than one lot are being used as a single building site then such lots shall be deemed as only one lot.

9. The term "majority vote" as used herein shall mean a majority of votes cast at any election.

10. In the event an additional section or sections of EL LAGO ESTATES ADDITION shall hereafter be platted and established out of other lands in the vicinity of the subject land owned or acquired by Prokop Building Co., Inc., then if so provided in the restrictions which may be made applicable to any such future sections, the committee hereinabove created may also act for and serve any such additional section or sections, just as if this committee were originally created to act for and serve all such sections of EL LAGO ESTATES ADDITION.

11. Specifically, but not by way of limitation, said committee shall have the following rights, duties, privileges, functions and purposes, to-wit:

(1) The right to approve or disapprove any of the building plans and specifications and plot plans submitted to it in accordance with the requirements of these restrictions.

(2) The right to make exceptions in regard to the requirements of these restrictions in those particular instances where these restrictions specifically authorize this committee to do so.

(3) The right, but not the obligation, to enforce these restrictions and/or to prevent violations thereof.

(4) Such other rights, duties, privileges, or powers as are given to this committee by this instrument.

G. MAINTENANCE FUND.

1. All of the lots in EL LAGO ESTATES SECTION SIX are hereby subjected to an annual maintenance charge at the rate of one mill per square foot per year, if the lot is vacant, and at the rate of five mills per square foot per year, if a residence has been completed upon the lot during or prior to the year in question, for the purpose of creating a fund to be known as EL LAGO ESTATES Maintenance Fund, to be paid by each and every lot owner annually in advance, on the first day of January of each year, beginning January 1, 1965, except that

the foregoing charge shall not apply to Prokop Building Co., Inc., and while owned by said corporation no lot shall be subject to such charge.

2. Said maintenance charge hereby imposed shall be secured by an express lien which is hereby expressly created and imposed upon each and every lot in said addition which is subject to these restrictions and shall be paid by each and every lot owner annually as above stated to the above identified Civic Corporation, the custodian and administrator of such maintenance fund, and said lien is hereby transferred and assigned to said Civic Corporation, it being provided that such charges shall be payable to said Civic Corporation in Harris County, Texas, at such address as it may at any time and from time to time designate.

3. Said Civic Corporation shall have authority, in the exercise of its discretion, to adjust said maintenance charge from year to year as it may deem proper, but in no event shall such charge be more than five (5) mills per square foot per annum. Said Civic Corporation shall have the power and authority to enforce collection of, collect, hold, administer and expend any and all monies paid or to be paid into said Maintenance Fund to carry out the purposes thereof.

4. All funds collected from said charge shall be applied so far as is sufficient toward the payment of the purchase price and consideration for the aforesaid Recreation Area (and adjacent land) which is to be sold to the Civic Corporation as mentioned above, and toward the payment of construction costs or maintenance, repair and operating expenses for any or all of the following purposes: safety and/or health projects; beautification and/or other aesthetic purposes; lighting, improving and maintaining the streets and other public areas; collecting and disposing of garbage, trash, rubbish and the like; employing policemen and/or watchmen; caring for vacant lots; providing and maintaining piers, boat

landings, swimming pools, club house facilities and other recreational facilities on said Recreational Area above referred to; and doing any other thing which said Civic Corporation, in the exercise of its discretion, may consider to be of general benefit or useful to the owners and/or occupants of lots in the area paying into such maintenance fund; it being understood that the judgment of said Civic Corporation when exercised in good faith in the expenditure or commitment of said funds shall be final and conclusive.

5. In the event other sections of EL LAGO ESTATES ADDITION are hereafter platted and developed by Prokop Building Co., Inc. and a like maintenance charge for similar purposes is placed and imposed on the lots therein, and in the event acreage tracts or any part thereof adjoining or contiguous to or in the vicinity of any section of EL LAGO ESTATES ADDITION shall be sold by Prokop Building Co., Inc. for residential use and a like maintenance charge for similar purposes is imposed upon such tracts, then the maintenance charge collected from said several sections of EL LAGO ESTATES ADDITION as well as from said acreage tracts, or parts thereof, may be pooled, merged and combined by said Civic Corporation into a single maintenance fund, with this fund to be expended by said Civic Corporation for the general common good and benefit of all areas paying into such maintenance fund in accordance with the purposes hereof.

6. Such maintenance charge and liens securing the same shall remain in effect and shall be collectable until January 1, 1984, and shall be extended automatically for successive periods of ten (10) years, unless prior to the commencement of any extended ten-year term the then owners of the majority of all the square foot area of the lots or property subject to such charge, elect to discontinue such charge, which election shall be evidenced by a written instrument signed and acknowledged by such majority owners and filed for

record in the office of the County Clerk of Harris County, Texas.

7. The Civic Corporation shall have the right, but shall never be obligated, to render inferior and subordinate the aforesaid lien securing said maintenance charge as to any lot or lots subject to such charge, to other liens which the owner or purchaser of any such lot may desire to place thereon to finance construction of improvements on or the purchase of any such lot or lots.

H. DURATION AND ENFORCEMENT.

1. The foregoing restrictions, covenants and conditions shall constitute covenants running with the land and shall be binding on and inure to the benefit of PROKOP BUILDING CO., INC., its successors and assigns, and all persons claiming by, through or under it, and shall be effective until January 1, 2004, and shall automatically be extended thereafter for successive periods of ten (10) years; provided, however, that the owners of a majority of the square foot area of the residential lots in EL LAGO ESTATES SECTION SIX may terminate or amend the same on January 1, 2004, or at the end of any successive ten-year period thereafter, by executing, acknowledging and filing for record in the office of the County Clerk of Harris County, Texas, an appropriate instrument or agreement in writing for such purpose, at any time between January 1, 1999 and January 1, 2004, or during the last five (5) years of any successive ten-year (10) period if said restrictions, covenants and conditions are to be terminated or amended at the end of any such ten-year (10) period.

2. In the event any person or persons, firm or corporation shall violate or attempt to violate any of the foregoing restrictions, covenants or conditions, it shall be lawful for any person owning or having any interest in any lands or lot in EL LAGO ESTATES SECTION SIX to institute and prosecute any proceedings at law or in equity, to abate, prevent

or enjoin any such violation or attempted violation and/or to recover damages caused by any such violation or attempted violation. Also PROKOP BUILDING CO., INC., and the aforesaid Civic Corporation, as well as the committee designated hereinabove, and any of them, shall have the right, but none of them shall ever be obligated, to institute and prosecute any proceedings at law or in equity to correct, abate, prevent or enjoin any violation or attempted violation of any of these restrictions, covenants or conditions whether or not it or they then own any property in said EL LAGO ESTATES SECTION SIX.

3. In the event additional sections of EL LAGO ESTATES ADDITION are hereafter developed and platted by Prokop Building Co., Inc. and the property owners of EL LAGO ESTATES SECTION SIX are given the express right to enforce the restrictions, covenants and conditions on any such additional section or sections, then the property owners in such additional section or sections shall likewise have the right to enforce these restrictions, covenants and conditions on EL LAGO ESTATES SECTION SIX.

I. SAVINGS CLAUSE.

Invalidation of any one or more of these restrictions, covenants or conditions by judgment, court order or otherwise, shall in nowise affect or invalidate any other restriction, covenant or condition, but all such other restrictions, covenants and conditions shall continue and remain in full force and effect.

J. GENERAL.

1. In each instance in which the vote or written consent of the owners of lots in EL LAGO ESTATES SECTION SIX is provided for in this instrument, where any lot is owned by man and wife as community property the signature of the husband alone shall be sufficient, except that in cases where the husband resides elsewhere or has abandoned his wife, her

signature alone shall be sufficient.

2. No person or corporation owning or who may hereafter own any lot or land in EL LAGO ESTATES SECTION SIX shall be liable for damages for breach or violation of any of the covenants, conditions or restrictions herein imposed except in respect to breaches or violations committed or occurring during its, his or their ownership of said property; but no sale or conveyance of any lot or land on which a continuing violation or breach of these restrictions is present or occurring shall in anywise prejudice, impair or affect the right of the parties entitled to enforce these restrictions to relief or recovery by reason of or to prevent or enjoin such continuing breach or violation. No delay in enforcing these restrictions as to any breach or violation thereof shall in anywise impair, affect or waive the right of any party entitled to enforce same to obtain relief against or recovery for continuation or repetition of such breach or violation or of any similar breach or violation hereof at any later time or times.

3. The violation or breach of any restriction, covenant or condition herein contained on any property affected hereby shall not operate to invalidate or prevent enforcement or foreclosure of any mortgage, deed of trust or other lien acquired in good faith and held against said property, or any part thereof, but such liens may be enforced as against any and all property covered thereby, subject nevertheless to the conditions, covenants and conditions herein provided.

EXECUTED in multiple original counterparts THIS THE 22nd DAY OF April, 1964, A.D.

ATTEST:

/s/ Helen Bolton
Secretary

PROKOP BUILDING CO., INC.

By: /s/ L. W. Prokop
President

(Seal)

THE STATE OF TEXAS)
)
COUNTY OF HARRIS)

BEFORE ME, the undersigned authority, on this day personally appeared L. W. PROKOP, President of PROKOP BUILDING CO., INC., a corporation, known to me to be the person whose name is subscribed to the foregoing instrument, and acknowledged to me that he executed the same for the purposes and consideration therein expressed, in the capacity therein stated, and as the act and deed of said corporation.

GIVEN under my hand and seal of office, this 22nd day of April, 1964.

(seal)

/s/ Beverly D. Kunkel
Notary Public in and for
Harris County, T e x a s.

I hereby certify that the foregoing instrument is a true and correct copy of the original filed for record in the County Clerk's office of Harris County, Texas.
SOUTHERN TITLE CO.
By: E. Graham