SECTION 4

340 B941672 13.30

RESTRICTIONS, COVENANTS AND CONDITIONS

OF EL LAGO SECTION #4

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

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015-25-0017

WHEREAS, TAYLOR SHORES DEVELOPMENT CO., a Texas corporation whose president is Wm. S. Crawford, Jr. and whose secretary is E. R. Cantrell, both of Harris County, Texas, is the owner of that certain 38.0 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 SECTION 4 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 15 day of August, 1964 under said Clerk's File _____, reference to which map or plat and the filing record thereof being hereby made for all purposes; and,

WHEREAS said Taylor Shores Development Company desires to create and adopt a general and uniform plan or scheme of restrictions, covenants and conditions to govern the use, development, improvement and sale of lots in said EL LAGO SECTION 4 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 Taylor Shores Development Company does hereby place and impose the following restrictions, covenants and conditions upon and against all of the lots in said EL LAGO SECTION 4:

A. RESIDENTIAL CHARACTER AND USE OF LOTS.

1. Each and every lot in EL LAGO SECTION 4 shall be known, described and used only as a residential lot, save and except Reserves A and B, both lying and being situated in Block Two (2), which are set aside and reserved for certain restricted uses as provided in paragraph H below.

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 a annoyance or nuisance to the neighborhood.

3. No oil drilling, oil development operation, oil refining, quarrying or mining operations of any kind shall be permitted upon or in any lot, nor shall oil wells, tanks, tunnels, mineral excavations or shafts be

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permitted upon any lot. No derrick or other structure designed for use in boring for oil or natural gas shall be erected, maintained or permitted upon any lot.

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4. The term "residence 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.

B. BUILDING RESTRICTIONS.

1. 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 constructions, shall be built or permitted on each lot (no residence shall exceed 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 the construction of the main residence.

2. The ground floor area, exclusive of open porches and garages, of all one-story residence houses to be built shall not be less than 1800 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 residence houses shall not be less than 1200 square feet of living area.

4. All 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.

5. The exterior finish or construction of all residence houses shall be at least fifty-one (51%) per cent brick, brick veneer, stone,

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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. 015-25-0019

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6. In addition to the main residence house, out-buildings for the use and enjoyment of the property may be built on the lots, but not more than one (1) out-building in addition to a garage may be built or placed on any lot, and no out-building of any type 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 unless the same is done at the same time or after the construction of the main residence home.

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. If front wall of residence is set back more than twenty-five (25) feet from the front lot line, then fences shall not be extended, placed or built past the front wall of residence, and in no event shall fence be extended, placed or built on any lot nearer than twenty-five (25) feet to the front lot line.

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 residential lot or homesite and the whole area resulting from any such combination shall be treated as a single residential 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

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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:

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

(2) Any whole lot or any homesite 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) No residential lot or homesite may be created by combining only a fraction of one lot with a fraction of another lot, but all combinations using a fraction of any lot or lots shall include one whole lot as shown by said plat.

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 temporary or permanently, but servants engaged on the premises may occupy servant's quarters built upon or onto any garage or other out-building.

11. All residence houses and other structures shall 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.

13. No building, fence, wall or other structure shall be built, placed or altered on any residential 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

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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 complied with and observed.

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C. WATER, SEWAGE DISPOSAL. 015-25-0021

1. No water well or cistern (either above or below ground) shall be drilled, dug, placed or erected in, under or on any residential lot. All water to be used and/or consumed for any purposes whatsoever in connection with each and every lot or the use or occupancy thereof shall be purchased and obtained from a water supply andór service system or systems to be owned and/or operated by HARRIS COUNTY WATER CONTROL AND IMPROVEMENT DISTRICT NO. 50, its successors or assigns, and each and every owner and/or occupant of a lot, lots or homesite in this addition, and all persons claiming by, through or under them, shall contract with said Harris County Water Control and Improvement District No. 50, its successors or assigns for water supply and/or service, and shall pay the established rates or charges therefor, as well as all such fees, charges or deposits as may be required for water meters or tapping or connection to water mains.

2. The undersigned reserve unto themselves, their heirs, successors and assigns, as well as unto Harris County Water Control and Improvement District No. 50, its successors and assigns, the right at all times to use any and all areas shown on the said recorded map or plat of EL LAGO ADDITION SECTION 4 as a utility easement or other area dedicated to the public use, for the purpose of laying, placing, installing, maintaining, repairing, replacing or construction of all kinds and types of power lines, gas lines, water and sewer lines, mains, or pipes as well as other equipment necessary or incidental to the operation and maintenance of a water and sewer service and/or supply system and collection system and its appurtenances. to service, furnish or supply this addition and any and all adjoining or contiguous property with water and to collect and dispose of sewage from such properties. The right but not the obligation is herein reserved by the parties aforesaid to inspect the connection or tap made to water and sewer lines, mains or pipes and have the right to accept or refuse to approve such connection if improperly made.

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3. 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, owned and/or operated by the Harris County Water Control and Improvement District No. 50, its successors or assigns at the expense of the person building on the lot, and all lot owners and/or occupants shall immediately contract with said Harris County Water Control and Improvement District No. 50 for such service and shall connect their premises thereto for sewage disposal, paying the established rates and all connection fees or charges therefor at their expense as may be requested for tapping or connection to the sewage systems collection lines.

4. 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 effluent from the sewage treatment plant serving this addition, owned and operated by said Harris County Water Control and Improvement District No. 50, its successors or assigns.

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 (except temporarily) nearer to the street than the building set-back lines as shown on said recorded plat.

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

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5. Easements for installation or maintenance of utilities and drainage facilities are reserved as shown on the recorded plat of said subdivision.

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.

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. Taylor Shores Development Co. 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 Taylor Shores Development Co., its sales agents, successors and assigns shall have and 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/or 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 vacant lot shall fail to comply with the foregoing requirement, then after five (5) days written notice, said Taylor Shores Development Co., its successors or assigns, or the Committee hereinafter named may 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/or 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.

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12. Sidewalks shall be constructed on all lots at the owner's and/or builders expense at the same time the residence is constructed or prior to completion of the residence. The plot plan showing location of residence on the lot shall also show location of sidewalk and/or walkways; otherwise the Committee hereinafter named is not authorized to approve the plans and specifications for the residence to be constructed. Sidewalks shall be of concrete construction and size and location with respect to property lines shall be in accordance with specifications presented by said Committee hereinafter named or specifications of the Village of El Lago. Sidewalks shall be constructed as aforesaid along and parallel to the street on which the lot fronts, forthe full width of said lot and on corner lots a sidewalk shall be constructed along and parallel to both the side street and the street on which the lot fronts for the full length of the side and front lines.

13. Walkways and driveways must be concrete, asphalt, brick or masonry construction; shell, iron ore or similar composition not being permitted. Driveways must be extended to and joined with the surface of the roadway on which residence faces, or to the side street on a corner lot, and constructed in a workmanlike manner. Where roadway surface or curb is disturbed, broken or torn out, it must be replaced and/or rebuilt at owners and/or builders expense. Walkways need not be built or extended to the street on which the lot fronts or to the side street as the case may be, but may tie to the driveway.

E. RECREATIONAL AREAS.

1. Certain areas having frontage on Taylor Lake have been previously dedicated as Recreational Areas for the exclusive and common use and enjoyment of persons owning or occupying or to own or occupy any lot in future sections to be developed in said EL LAGO ADDITION, and all persons herein below mentioned are hereby given the same rights and privileges and to the same extent as these rights and privileges attach to the land owned by Taylor Shores Development Co. to use said reserves in the same manner and to the same extent as those persons owning or occupying, or to own or to occupy any lot in said EL LAGO ESTATES, EL LAGO SECTIONS 1, 2 and 3, which uses shall include, but not be limited to, uses by such persons for swimming, boating,

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fishing, outdoor sports, picnic grounds or other civic or recreational uses and such area may be improved with buildings or other structures or facilities for such recreatinnal activities providing such uses of the property are in accordance with existing ordinances, laws or regulations enforced by the Village of El Lago, and plans covering construction of any facilities on said recreational areas must be approved by the Village of El Lago or appropriate authority. The users of such area shall keep the same in a neat and attractive condition at all times, free from weeds, refuse, garbage, trash and the like. The public generally is excluded from such area, and no dedication thereof or any part thereof to the public use is made or intended, and such area is intended and shall be for the common use and benefit to the following persons only, to-wit:

(1) All persons owning or occupying or to own or occupy any lot in EL LAGO SECTIONS 3 and 4.

(2) All persons owning or occupying or to own or occupy any residential lot in any and all future or additional sections of EL LAGO ADDITION which may be hereafter platted, established or subdivided out of any lands adjoining, adjacent or contiguous to, or in the vicinity of, EL LAGO SECTION 4 which lands are owned or to be acquired by Taylor Shores Development Co., its successors or assigns.

(3) All persons owning or occupying or to own or occupy any acreage or acreage tracts, or any part thereof, adjoining, adjacent or contiguous-to, or in the vicinity of EL LAGO SECTION 4, which are now owned or hereafter acquired by Taylor Shores Development Co., its successors or assigns.

(4) The guests of all persons named in the preceding three subparagraphs.

(5) All persons who are not owners and/or occupants of lots in EL LAGO ADDITION who are given specific and express permission to go upon said recreational area by Taylor Shores Development Co., its successors or assigns.

2. Taylor Shores Development Co., its successors, or assigns, shall never be liable for the payment of any taxes or assessments made or levied upon or against said Recreational Areas by any taxing authority; nor shall it be liable for the costs, charges, and expenses for building, placing or repairing of improvements, equipment or facilities of said Recreational Areas and/or for the upkeep or maintenance of said Areas, but such costs or fractions of such costs may be paid out of the Maintenance Fund hereinbelow provided for, but the Committee hereinafter named shall have full authority to make any such payments from said Maintenance Fund and the decision of said Committee shall be absolute as to payments made.

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F. EL LAGO COMMITTEE.

1. In the Restrictions, Covenants and Conditions of EL LAGO ADDITION SECTION 3, which were dated September 18, 1962 and filed for record on September 18, 1962 in the Deed Records of the County Clerk, Harris County, Texas, in Volume 4869, Pages 232 through 246, inclusive, the El Lago Committee was established and created and it was further provided therein that in the event additional sections of EL LAGO ADDITION should be platted and established out of adjoining, adjacent or contiguous lands, then as so provided in connection with any such further sections, the El Lago Committee so created could 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 sections of EL LAGO ADDITION. Therefore, the El Lago Committee, which was created in the instrument above described, is hereby authorized to act for and in behalf of and to serve EL LAGO ADDITION Section 4, as well as EL LAGO ADDITION Section 3 as previously provided for in the Restrictions, Covenants and Conditions affecting said section. It was provided in the instrument referred to covering EL LAGO ADDITION Section 3 that the Committee so appointed would serve for a period of ten (10) years from September 18, 1962 and the term of the Committee hereinafter designated shall serve in the same capacity with regard to EL LAGO ADDITION Section 4, except that the term of office of the Committee so designated shall terminate in both sections at the end of a ten (10) year period from September 18, 1962. Members of the Committee so designated, however, may resign their respective positions prior to the termination date as hereinafter provided. The rights, duties, privileges, functions, purposes and manner of elections of members to the Committee are hereinbelow quoted ver batim from the above described Restrictions, Covenants and Conditions affecting EL LAGO ADDITION Section 3 and all of the conditions, restrictions and covenants so quoted are herewith incorporated in and made a part of this document for all purposes, to-wit:

> "1. There is hereby established and created a committee to be known as EL LAGO COMMITTEE which is the committee hereinabove 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 William S. Crawford, Jr., E. R. Cantrell and Cecil H. Creson, Jr., 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 members shall have full authority to approve or disapprove such design and location of residences to be built in the Addition, or may appoint a new member to fill the vacancy for his remaining term, or may designate a representative with like authority.

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"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 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. After ten (10) years from date hereof 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 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 Village of El Lago or the City of El Lago, if then in existence, or any non-profit civic club or similar association or organization representing them, 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 function of this committee.

"8. At any and all elections each property owner shall be entitled to one vote for every residential lot owned by him, except that if more than one lot is being used as a single homesite 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 ADDITION shall be platted and established out of adjoining, adjacent or contiguous lands, then if so provided in connection with 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 sections of EL LAGO ADDITION.

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

(1) The rights 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) To act as custodian and administrator of the Maintenance Fund created by this instrument, and the right to enforce collection of, collect, hold and expend any and all moneys paid or to be paid into said Maintenance Fund to carry out the purposes thereof.
(5) Such other rights, duties, privileges or powers given to this committee by this instrument."

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9. MAINTENANCE FUND.

1. All of the residential lots in EL LAGO ADDITION, Section 4 are hereby subjected to an annual maintenance charge at the rate of one mill per square foot, providing the lot is vacant, and at the rate of three mills per square foot, providing a residence has been completed upon the lot, for the purpose of creating a fund to be known as EL LAGO ADDITION, Section 4 Maintenance Fund, to be paid by each and every residential 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 Taylor Shores Development Company, its successors or assigns, and while owned by said corporation no lot shall be subject to such charge.

2. Said maintenance charge hereby imposed shall be secured by a vendor's lien which is hereby expressly created and retained 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 EL LAGO COMMITTEE, the custodian and administrator of such maintenance fund, and said vendor's lien is hereby transferred and assigned to said EL LAGO COMMITTEE, such charges being payable to said committee in Harris County, Texas, at such address as it may at any time and from time to time designate. However, the lien herein created for the maintenance charge is subordinate and inferior to the lien held by Stewart Trust Company, or any holder thereof or to any renewal or extension thereof.

3. Said EL LAGO COMMITTEE shall have authority to adjust said maintenance charge from year to year as it may deem proper, but in no event shall such charge be more than three (3) mills per square foot per annum.

4. All funds collected from said charge shall be applied so far as is sufficient toward the payment of construction costs or maintenance 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, club house facilities and other recreational facilities on said recreational areas above referred to; and doing any other thing which said EL LAGO COMMITTEE may consider to be of general benefit or useful to the owners and/or occupants of lots in this addition; it being understood that the judgment of said committee when exercised in good faith in the expenditure of said funds shall be final and conclusive.

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5. In the event other sections of EL LAGO ADDITION are platted and developed and a like maintenance charge for similar purpose is placed and imposed on the lots therein, and in the event acreage tracts or any part thereof adjoining or contiguous to any section of EL LAGO ADDITION shall be sold for residential use and a like maintenance charge for similar purposes is imposed upon such tracts, then the maintenance charge collected from the several sections of EL LAGO ADDITION as well as from said acreage tracts, or parts thereof, may be pooled, merged and combined by said EL LAGO COMMITTEE into a single maintenance fund, and this fund in turn may be merged with similar funds previously established in EL LAGO SECTIONS 1, 2 and 3. The El Lago Committee shall be obligated to pool, merge or combine funds so collected from Sections 3 and 4 into a single maintenance fund, but it has the right only and not the obligation to merge, pool and combine the funds collected in Sections 3 and 4 with other sections of EL LAGO ADDITION. The funds are to be expended by said El Lago Committee for the general common good and benefit of all areas paying into such maintenance fund in accordance with the purposes thereof.

6. Such maintenance charge and liens securing the same shall remain in effect and shall be collectable until January 15, 1981, 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 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. El Lago Committee shall have the right, but shall never be obligated, to render inferior and subordinate the aforesaid vendor's 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 or improvements on or the purchase of any such lot or lots.

8. Each and every deed to any lot or lots covered by said maintenance charge shall be subject to all the foregoing provisions whether expressly contained in such deeds or not.

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ANY PROVISIONS HEREIN WHICH RESTRICT THE SALE, RENTAL, OR USE OF THE DESCRIBED REAL PROPERTY BECAUSE OF COLOR, OR RACE, IS INVALID AND UNENFORCEABLE UNDER THE FEDERAL LAW.

A CERTIFIED COPY

ATTEST: FEB 04 1997

BEVERLY B. KAUFMAN, County Clerk
Harris County, Texas

Frank Angel Cordova Jr. Deputy

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H. RESERVE AREAS.

1. The area shown and designated as Reserve A Block Two (2) on said recorded plat of EL LAGO ADDITION, Section 4 is reserved and set aside for the exclusive and common use and enjoyment of the hereinbelow named, which uses shall include, but not be limited to, use as an easement for egress and ingress in and to the Harris County Water Control and Improvement District No. 50 water plant site; the El Lago Keys Club properties lying northerly and southerly of said area; parking area for automobiles, trucks, bicycles and other vehicles, but such vehicles shall never be parked on the property so as to exclude the rights of ingress and egress of any of the hereinbelow named persons, organizations or firms; the right to lay, construct, build, maintain, repair and inspect water lines, sewer lines, power lines, gas lines and appurtenances thereto; and any other uses which shall be deemed for the common use and benefit of those named hereinbelow, including the right to shell and/or hard-surface the area so long as adequate drainage of the area is maintained. However, no permanent building, plant or structure of any kind shall ever be placed or built above ground upon said property without the express written permission of all of those hereinbelow named. The public, generally, is excluded from described area and no dedication thereof of any part thereof to the public use is made or intended and such area is intended and shall be for the common use and benefit of the following named only, to-wit:

(1) The El Lago Keys Club, a non-profit recreation association, and all accredited members of the club and their immediate families, or persons who may become a member of the club, guests of club members and such persons, firms or organizations as may be directed or allowed to go upon the property by an officer of the club or its Board of Directors or their designated representative.

(2) The Harris County Water Control and Improvement District No. 50, its successors and assigns, duly constituted members of its Board of Directors, or their designated representatives.

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(3) Public utility companies, so long as it is necessary for them to go upon the property for the purpose of making use of the property as hereinabove defined.

(4) Any person, firm, company or organizational representative who is given express permission to go upon said area by Taylor Shores Development Co., its successors or assigns.

2. The area shown and designated as Reserve B in Block Two (2) on said recorded plat of EL LAGO ADDITION, Section 4 is reserved and set aside for the exclusive use of Harris County Water Control and Improvement District No. 50 as an easement for ingress and egress in, over and to the said District's sewer plant site, and the area in further reserved for public utility easements and said District or its duly designated representatives are specifically given the right to lay, construct, build, maintain, repair and inspect water lines, sewer lines, power lines, gas lines and appurtenances thereto, except that no construction of any kind shall be permitted so as to exclude ingress and egress in, over and to the said sewer plant site and no permanent building, plant or structure of any kind shall be permitted to be constructed or placed above ground on described area without express written consent of the Taylor Shores Development Co., its successors and assigns.

3. All taxes and/or assessments, if any, of all taxing authorities to be levied or assessed upon or against said Reserves A and B and/or the improvements thereon for the year 1964 and subsequent years, as well as all costs, charges and expenses for building, placing or repairing of improvements, equipment or facilities on said reserve areasand/or for the upkeep or maintenance of said areasshall be paid out of the maintenance fund hereinabove provided for and the Taylor Shores Development Co. shall never be liable for the payment of any such taxes, assessments, costs, charges or expenses.

4. It shall be the joint responsibility of the El Lago Keys Club and Harris County Water Control and Improvement District No. 50 to maintain Reserve A, and the exclusive responsibility of the Harris County Water Control and Improvement District No. 50 to maintain Reserve B, which maintenance shall include mowing, cleaning, grading and removal of trash and debris.

I. 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 Taylor Shores Development Co., its successors and assigns,

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and all persons claiming by, through or under it, and shall be effective until January 15, 1981 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 ADDITION, Section 4 may terminate the same on January 15, 1981, 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 15, 1976 and January 15, 1981 if the same are to be terminated as of January 15, 1981, or during the last five (5) years of any successive ten-year (10) period if said restrictions, covenants and conditions are to be terminated 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 residential lot in EL LAGO ADDITION, Section 4 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, Taylor Shores Development Co., a corporation, as well as said El Lago Committee, 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 said restrictions, covenants or conditions whether or not it or they then own any property in said EL LAGO ADDITION Section 4.

3. In the event additional sections of EL LAGO ADDITION are developed and platted and the property owners of EL LAGO ADDITION Section 4 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 the restrictions, covenants and conditions on EL LAGO ADDITION, Section 4.

J. SAVINGS CLAUSE.

Invalidation of any one or more of these restrictions, covenants or conditions by judgment, court order or otherwise, shall in nowise

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