

DECLARATION OF COVENANTS, CONDITIONS AND RESTRICTIONS

This Declaration, made on the date hereinafter set forth, by WILLIAM SANDERS and R.E. TRESCH CO., INC., hereinafter referred to as "Declarant":

WITNESSETH

WHEREAS, Declarant is the owner of certain property in the City of Galveston, Galveston County, Texas, to be known as KARANKAWA TOWNHOUSES, which is more particularly described as follows:

Karankawa Subdivision, Section 2, a Subdivision in Galveston County, Texas, according to the map or plat thereof of record in Volume 16, Page 46, of the Map Records in the Office of the County Clerk of Galveston County, Texas.

NOW, THEREFORE, Declarant hereby declares that all the property described above shall be held, sold and conveyed, subject to the following easements, restrictions, covenants and conditions, which are for the purpose of protecting the value and desirability, and which shall run with the real property and be binding on all parties having any right, title or interest in the described properties, or any part thereof, their heirs, successors and assigns, and shall inure to the benefit of each owner thereof.

ARTICLE I.

Definitions

Section 1. "Association" shall mean and refer to KARANKAWA TOWNHOUSE OWNERS ASSOCIATION, INC., its successors and assigns.

Section 2. "Owner" shall mean and refer to the record owner, whether one or more persons or entities, of a fee simple title to any lot which is a part of the properties, including contract sellers, but excluding those having such interest merely as security for the performance of an obligation.

Section 3. "Properties" shall mean and refer to that certain real property hereinbefore described, and such additions thereto as may be hereafter brought within the jurisdiction of the Association.

Section 4. "Common Area" shall mean all real property owned by the Association for the common use and enjoyment of the owners or as shown as "Common Area" on the dedicated map or plat hereinbefore described.

Section 5. "Lot" shall mean and refer to any plot of land as shown upon any recorded subdivision map of the properties, with the exception of the Common Area.

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Section 6. "Declarant" shall mean and refer to WILLIAM SANDERS, his heirs and assigns, if such heirs or assigns shall acquire more than one undeveloped lot from the Declarant for the purpose of development.

Section 7. "Manager" shall mean and refer to the party or parties under contract in compliance with the provisions of this instrument.

ARTICLE II.
Property Rights

Section 1. Owner's Easements of Enjoyment. Each owner shall have the right and easement of enjoyment in and to the Common Area which shall be appurtenant to and shall pass for the title to every lot, subject to the following provisions.

a) The right of the Association to charge reasonable admission and other fees for the use of any recreational facilities situated upon the Common Area.

b) The right of the Association to suspend the voting rights and right to use of the recreational facilities by an Owner for any period during which any assessment against his lot remains unpaid; and for a period not to exceed thirty (30) days from any infraction of its published rules and regulations.

c) The right of the Association to dedicate or transfer all or any part of the Common Area to any public agency, authority, or utility for such purposes and subject to such conditions as may be agreed by the members. No such dedication or transfer shall be effective unless an instrument signed by two-thirds (2/3) of each class of members and all holders of first mortgages on individual lots agreeing to such dedication or transfer has been recorded.

d) The right of the Association to limit the number of guests of members.

e) The right of the Association, in accordance with its Articles and By-Laws, to borrow money for the purposes of improving the Common Area and facilities and, in aid thereof, to mortgage said properties and the rights of such mortgages and such properties shall be subordinate to the rights of the homeowners hereunder.

f) The right of the Association, through its Board of Directors, to determine the time and manner of the use of the recreational facilities by the members.

Section 2. Delegation of Use. Any Owner may delegate, in accordance with the By-Laws, his right of enjoyment to the Common Area and facilities to the members of his family, his tenants, or contract purchasers, who reside on the property.

ARTICLE III.

Membership and Voting Rights

Section 1. Every Owner of a lot which is subject to assessment shall be a member of the Association. Membership shall be appurtenant to and may not be separated from ownership of any lot which is subject to assessment.

Section 2. The Association shall have two (2) classes of voting memberships.

Class A. Class A members shall be all Owners with the exception of the Declarant and shall be entitled to one vote for each lot owned. When more than one person holds an interest in any lot, all such persons shall be members. The vote for such lot shall be exercised as they, among themselves, determine, but in no event shall more than one vote be cast with respect to any lot.

Class B. Class B member(s) shall be the Declarant and shall be entitled to three (3) votes for each lot owned. The Class B membership shall cease and be converted to Class A membership on the happening of either of the following events, whichever occurs later:

(i) When the total votes outstanding in the Class A membership equals the total votes outstanding in the Class B membership; or

(ii) Five (5) years from the date on which the first lot is conveyed by Declarant to another Owner.

ARTICLE IV.

Covenant for Maintenance Assessment

Section 1. Creation of the Lien and Personal Obligation of Assessments. The Declarant, for each lot owned within the properties, hereby covenants, and each Owner of any lot by acceptance of a Deed therefor, whether or not it shall be so expressed in such Deed, as deemed to covenant and agree to pay to the Association (1) annual assessments or charges, and (2) special assessments for capital improvements, such assessments to be established and collected as hereinafter provided. The annual and special assessments, together with interest, cost and reasonable attorney's fees, shall be a charge on the land, and shall be a continuing lien upon the property against which each such assessment is made. Each such assessment, together with interest, cost and reasonable attorney's fees, shall also be the personal obligation of the person who is the Owner of such property at the time when the assessment fell due. The personal obligation for delinquent assessments shall not pass to his successors in title unless expressly assumed by them, but shall constitute a lien against and on the property.

Section 2. Purposes of Assessment. The assessments levied by the Association shall be used exclusively to promote the recreation, health, safety and welfare of the residents in the property; for the improvement, maintenance and management of the Common Area, and of townhomes situated upon the properties and for the payment of insurance premiums as provided for herein. The assessments shall include, but not be limited to, all charges for taxes (except real property taxes and such other taxes assessed separately on each lot or the personal property, or any other interest of the Owner), assessments, insurance (including fire and other casualty and liability insurance) on the Common Area, yard, janitorial, maintenance of the septic system, providing for collecting and disposing of garbage, trash or rubbish, maintenance of the walkways over any sand dune, and other similar services, wages, accounting or legal fees, management fees, and other expenses of upkeep, maintenance, and management actually incurred by the Association on or for the Common Area, or the properties, the costs of operation of the Common Area, and the costs of and reserve for maintenance, repair, reinstatement, rebuilding, and replacement of the Common Area or other properties, which may be required, from time to time.

Section 3. Maximum Annual Assessment. Until January 1 of the year immediately following the conveyance of the first lot to an Owner, the maximum annual assessment shall be \$600.00 per lot. The maximum annual assessment for each calendar year thereafter, commencing on January 1 of the year immediately following the conveyance of the first lot to an Owner, may be increased or decreased over the amount of annual assessment imposed for the immediately preceding year by action of the Board of Directors of the Association, without approval of the Membership, by such amount as the Board of Directors, in its sole discretion, shall deem to be required in order to carry out the purposes of the Association, and for the assessments herein provided.

Section 4. Special Assessments for Capital Improvements. In addition to the annual assessments authorized above, the Association may levy, in any assessment year, a special assessment, applicable to that year, only for the purpose of defraying, in whole or in part, the cost of any construction, reconstruction, repair or replacement of a capital improvement upon the Common Area, including fixtures and personal property related thereto, which is not covered by the reserve in the annual assessment, provided that any such assessment shall have the consent of two-thirds (2/3) of each Class of Members who are voting in person or by proxy, at a meeting duly called for this purpose.

Section 5. Notice and Quorum for Any Action Authorized under Section 4. Written notice of any meeting called for the

purpose of taking any action authorized under Section 4 shall be sent to all Members not less than thirty (30) days or more than sixty (60) days in advance of the meeting. At the first such meeting called, the presence of Members or of proxies entitled to cast sixty percent (60%) of all the votes of each Class of Membership shall constitute a quorum. If the required quorum is not present, another meeting may be called subject to the same notice requirement, and the required quorum at the subsequent meeting shall be one-half (1/2) of the required quorum at the preceding meeting. No such subsequent meeting shall be held more than sixty (60) days following the preceding meeting.

Section 6. Rate of Assessment. Both annual and special assessments must be fixed at a uniform rate for all lots owned by Class A members, and may be collected on a monthly basis. Class B member(s) assessments, both annual and special, shall be fixed by actual out-of-pocket expenses, on a prorata basis, based on the number of lots owned by Class B member(s) as it relates to the total number of lots in KARANKAWA TOWNHOUSES, and shall be collected on a monthly basis.

Section 7. Date of Commencement of Annual Assessments. The annual assessments provided for herein shall commence as to all lots with completed houses not owned by Declarant on the first (1st) day of the month more than thirty (30) days following conveyance of that portion of the Common Area not shown on the dedicated map. The annual assessments as to all other lots shall commence on the first (1st) day of the month more than ninety (90) days following the conveyance of that portion of the Common Area not shown on the dedicated map. The annual assessment shall be due and payable in monthly installments equal to one-twelfth (1/12) of the annual assessment, commencing on the date provided hereinbefore. The first annual assessment shall be adjusted according to the number of months remaining in the calendar year. The Board of Directors shall fix the amount of the annual assessments against each lot at least thirty (30) days in advance of each annual assessment period. Written notice of the annual assessment shall be sent to every Owner subject thereto. The due date shall be established by the Board of Directors. The Association shall, upon demand, and for a reasonable charge, furnish a certificate signed by an Officer of the Association, setting forth whether the assessments on a specified lot have been paid.

Section 8. Collection of Annual Assessment by Manager. The Manager is empowered, and the Manager agrees, to collect the annual assessment for each lot in installments of one-twelfth (1/12) of the assessment. The Manager shall remit such collections to the Association at such time as the Manager and the Association

may agree. Each purchaser of a lot agrees to this provision. Nothing contained in this Section 8 shall be construed to impose any liability on the Manager for such collections other than to remit to the Association any sums collected by the Manager representing prorated annual assessments under this Declaration.

Section 9. Effect of Non-Payment of Assessments: Remedies of the Association. Any assessment not paid within thirty (30) days after the due date shall bear interest at the rate of eighteen percent (18%) per annum. The Association may bring an action at law against the Owner personally obligated to pay the same, or foreclose the lien against the property. Each such Owner, by his acceptance of a Deed to a lot, hereby expressly vests in KARANKAWA TOWNHOUSE OWNERS ASSOCIATION, INC., its agents, successors or assigns, the right and power to bring all actions against such Owner, personally, for the collection of such charges as a debt, and to enforce the aforesaid lien by all methods available for the enforcement of such liens, including foreclosure by an action brought in the name of the Association, its agents, successors or assigns, in a like manner as a mortgage or Deed of Trust lien on real property, and such Owner hereby expressly grants to the Association a power of sale in connection with said lien, the same to be exercised in compliance with the terms of Article 3810 of Texas Civil Statutes.

The lien provided for in this Section shall be in favor of the Association, its successors or assigns, and shall be for the benefit of all other lot Owners. The Association, acting on behalf of all other lot Owners, shall have the power to bid in an interest foreclosed at foreclosure sale, and to acquire and hold, lease, mortgage and convey the same. No Owner may waive, or otherwise escape, liability for the assessments provided for herein by non-use of the Common Area, or abandonment of his lot.

Section 10. Subordination of the Lien to Mortgages. The lien of the assessments provided for herein shall be subordinate to the lien of any mortgage or mortgages imposed on the Townhouse lots to secure debt incurred for the purchase price thereof or for improvements thereto. Sale, transfer or other disposition of any Townhouse lot shall not affect the assessment lien. However, the sale or transfer of any Townhouse lot which is subject to any mortgage, pursuant to the foreclosure under such mortgage, or any proceeding in lieu of foreclosure thereof, shall extinguish the lien of such assessments as to payments thereof which became due prior to such sale or transfer. No sale or transfer of any kind, including foreclosure, shall relieve such Townhouse lot from liability for any assessments thereafter becoming due, or from the lien thereof.

ARTICLE V.
Architectural Control

No building, fence, wall or other structure shall be commenced, erected or maintained upon the properties, nor shall any exterior addition, or change or alteration therein, be made, including the color of the exterior until the plans and specifications showing the nature, kind, shape, height, materials, location and color of the same shall have been submitted to and approved in writing as to harmony of external design, color and location in relation to surrounding structures and topography by the Board of Directors of the Association, or by an architectural committee composed of three (3) or more representatives appointed by the Board. In the event said Board, or its designated committee, fails to approve or disapprove such design, color and location, within sixty (60) days after said plans and specifications have been submitted to it, approval will not be required, and this Article shall be deemed to have been fully complied with.

ARTICLE VI.
Exterior Maintenance

Section 1. In addition to the maintenance upon the Common Area, the Association shall provide exterior maintenance upon each lot which is subject to assessment hereunder, as follows: paint, repair, replace and care for roofs, gutters, downspouts, exterior building surfaces, trees, shrubs, grass, walks and other exterior improvements. Such exterior maintenance shall not include glass surfaces. The times and extents of such maintenance and repair shall be determined by the Board, in its sole discretion. The exterior maintenance to be performed by the Association shall extend only to maintenance and repair of normal wear and tear, and not to exterior damage caused by casualty (casualty damage). Each Owner shall be responsible for, and shall promptly cause to be made, the repair of any such casualty damage to the exterior in a good and workmanlike manner, and in accordance with the original plans and specifications. In the event any such Owner shall fail or refuse to repair such casualty damage within thirty (30) days, the Association is hereby irrevocably authorized by such Owner to repair such casualty damage. The Owner shall promptly repay to the Association for all amounts expended in making such repairs of casualty damage, and the Association shall have a lien to secure payment thereof in like manner as the lien to secure payment of the assessments provided for in Article III above, with the right of foreclosure.

There is hereby reserved in favor of the Association the right to enter upon all of the lots and buildings located thereon for the purpose of conducting a periodic program of exterior

maintenance and repair.

Section 2. In the event that the need for maintenance or repair of a lot, or the improvements thereon, is caused through the willful or negligent act of the Owner, his family or guests, or invitees, the cost of such maintenance or repair shall be added to and become a part of his assessment to which such lot or property is subject.

Section 3. Owner's Maintenance. The Owner shall maintain and keep in repair the following equipment and lines located outside the residence: air conditioning, compressor, condenser, including pipes and electrical lines connecting the same to the residence, sanitary sewer lines connecting the residence to the septic tank collection system, electric power service conductors from the exterior of the building to the point of connection of the electric utility company's junction box or transformer, electrical circuit breakers, any portion of natural gas and/or telephone service lines located on the lot, but not maintained by the gas and/or telephone service companies, and water service lines from the lot line to and throughout the dwelling unit, and all other portions not maintained by the Association.

An Owner shall do no act nor any work that will impair the structural soundness or integrity of another residence, or impair any easement or hereditament, nor do any act, nor allow any condition to exist which will adversely affect the other residences, or their owners.

Section 4. Outside Antennae. Without prior written approval of the Board of Directors, no exterior television or radio antennae of any sort shall be placed, allowed or maintained upon any portion of the improvements to be located upon the property, nor upon any structure situated upon the property.

ARTICLE VII.

Use Restrictions

In order to provide for a congenial occupation of the KARANKAWA TOWNHOUSES and to provide for the protection of the value of the entire development, the use of the residences and Common Area shall be in accordance with the following provisions:

a) Each of the townhouses shall be occupied by only the family, its servants and guests, as a residence, and for no other purpose. No townhouse may be divided or sub-divided into a smaller unit nor any portion thereof sold or otherwise transferred.

b) The Common Area shall be used only for the purposes for which it is intended and the furnishing of services and facilities for the enjoyment of the townhouses. No use or practice shall be permitted in any townhouse, or in the Common Area, which is the source of annoyance to the residents, or which interferes with the peaceful possession and proper use of the property by

its residents. All parts of the property shall be kept in a clean and sanitary condition, and no rubbish, refuse or garbage shall be allowed to accumulate, nor fire hazard allowed to exist. No immoral, improper, offensive or unlawful use shall be made of the townhouse property, or any part thereof. All valid laws, zoning ordinances and regulations of all governmental bodies having jurisdiction thereof, shall be observed. No townhouse Owner shall permit any use of his townhouse, or of the Common Area, which will increase the rate of insurance upon the properties.

c) Until the Declarant, his heirs or assigns, has sold all the townhouses, neither the Owners nor the Association shall interfere with the sale of the townhouses. The Declarant, his heirs or assigns, may make such use of the unsold townhouses and Common Area as may facilitate sale, including, but not limited to, the maintenance of a sales office, the showing of the property and the display of signs.

d) Except as provided in Paragraph "c" above, no signs of any kind, or for any use or purpose whatsoever, shall be erected, posted, painted or displayed upon any exterior wall or roof, or any part thereof, without the prior consent of the Association, which consent will not be unreasonably withheld.

e) Except as herein provided, no animals shall be kept or allowed to be kept in any townhouse, or in the Common Area, nor shall any commercial dog raising or cat raising, or any kind of commercial business, be conducted on the premises, except that household pets may be permitted in written rules adopted by the Association. Any household pets permitted shall be leashed when not in the townhouses.

f) No recreational vehicles or commercial vehicles, including but not limited to boats, boat trailers, house trailers, camping trailers, motorcycles, pickup trucks or similar-type items, shall be kept, other than in a carport or garage of the Owner's townhouse.

g) Reasonable rules and regulations concerning the use of the townhouse property may be made and amended, from time to time, by the Association, in the manner provided by its By-Laws.

h) An Owner shall not, without the prior written consent of the Association, make any structural alterations in the townhouse, or in the water, gas, steam pipes, electrical conduits, plumbing or other fixtures connected therewith, or remove any additions, improvements or fixtures from the townhouse or Common Area.

ARTICLE VIII.

Easements

Each lot shall include the following easements from each lot Owner to each other lot Owner, and the same shall pass

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with each lot and shall vest in the Grantee thereof as an inseparable appurtenance thereto.

Section. Ingress and Egress. Easements through the Common Area are ingress and egress for all persons making use of such Common Area in accordance with the terms of the Declaration.

Section 2. Maintenance, Repair and Replacement. Easements through the Lots and Common Area for Maintenance, Repair and Replacement of the Townhouse and Common Area Elements. Use of these easements, however, for access to the lots shall be limited to reasonable hours except that access may be had at any time in case of an emergency, originating in an Owner's townhouse or threatening the safety of his or other townhouses, whether the Owner be present or not.

Section 3. Utilities. Easements through the Lots and Common Area for all facilities for furnishing of utility services within the property and to the various lots, which facilities shall include, but not be limited to, conduits, ducts, plumbing and wiring; provided, however, that the easements for such facilities through a lot shall be substantially in acceptance with the plans and specifications of the property.

Section 4. Roof Projections. Each roof, projection and the like, which is built as a part of the original construction of the residences upon the properties, which projects onto adjacent lots, shall constitute permissible encroachments, and each Owner of a residence which, as originally built, projects onto adjacent lots, shall have a right and easement of enjoyment in and to said encroachment, which easement shall be appurtenant to and shall pass for the title to each said lot, whether expressly provided in the Deed to said lot or not, and every lot onto which such roof, projection and the like encroaches, shall be subject to the aforesaid easement, whether expressly stated in the Deed to said lot or not.

ARTICLE IX.

Party Walls

Section 1. General Rules of Law to Apply. Each wall which is built as a part of the original construction of the homes upon the properties and placed on the dividing line between the lots, shall constitute a party wall, and, to the extent not inconsistent with the provisions of this Article, the general rules of law regarding party walls and liability for property damage due to negligence or willful acts or omissions, shall apply thereto.

Section 2. Sharing of Repair and Maintenance. The cost of reasonable repair and maintenance of a party wall shall be shared by the Owners who make use of the wall in proportion to such use.

Section 3. Destruction by Fire or Other Casualty.

If a party wall is destroyed or damaged by fire or other casualty, any Owner who has used the wall may restore it, and if the other Owners thereof make use of the wall, they shall contribute to the cost of restoration thereof in proportion to such use, without prejudice, however, subject to the rights of any such Owners to call for a larger contribution from the others under any rules of law regarding liability for negligence or willful acts or omissions.

Section 4. Weatherproofing. Notwithstanding any other provisions of this Article, an Owner who by his negligent or willful act, causes the party wall to be exposed to the elements, shall bear the whole cost of furnishing the necessary protection against such elements.

Section 5. Right to Contribution Runs with Land.

The right of any Owner to contribution from any other Owner under this Article shall be appurtenant to the land and shall pass to such Owner's successors in title.

ARTICLE X.

Management Agreements

It shall be the duty of the Board of Directors of the Association to manage the project, or to effect a contract for the management of the properties and to delegate to such manager the management duties of the Board of Directors, to be performed by such manager under the supervision of the Board of Directors. Should the Board of Directors enter into a Management Contract, the Board shall not enter into any new Management Agreement without thirty (30) days' prior written notice to the holder of any first mortgage or Deed of Trust upon any lot. Any and all Management Agreements may be cancelled by an affirmative vote of sixty percent (60%) of the votes of each Class of the members of the Association. Each Owner of a lot hereby agrees to be bound by the terms and conditions of any Management Contract or Agreements entered into by the Board of Directors. A copy of any such Agreements shall be available to each Owner. No Management Agreement shall be for a term in excess of two (2) years.

ARTICLE XI.

Stage Developments

Additional land, which is described as follows, may be annexed by the Declarant without the consent of other members, within five (5) years of the date of recording of this instrument; said land being described as follows, to-wit:

Lots 28, 29 and 30 of Karankawa Subdivision, a Subdivision in Galveston County, Texas, according to the map thereof recorded in Vol. 16, Page 23, of the Map Records, in the Office of the County Clerk of Galveston County, Texas.

In the event of such annexation and development, Declarant covenants, for himself, his heirs and assigns, that the townhouses and improvements constructed will be of comparable style, quality and size as those presently either situated or being constructed on the properties.

Such action shall be effected by Declarant executing and filing for record in Galveston County, Texas, a written Declaration that such additional land, as it may be re-subdivided or not, shown on any such recorded plat, so identify therein, or thereby covered by and made subject to all the terms and provisions of this instrument. Upon execution and filing of such Declaration, the additional lots of land covered by such recorded plat, shall comprise a part of the property covered hereby to the full extent as if such land had been listed, described and designated herein (except that its liability for assessment shall not accrue until the date such Declaration is filed for record, as aforesaid) and the subsequent Owners of the lots included in such additional land, shall thereafter be bound by the terms and provisions hereof and entitled to all the rights, privileges and benefits of the Owners.

ARTICLE XII.

Additional Rights of Mortgagees

Section 1. Notice to Mortgagee. Upon request to the Association, the holder of a first mortgage on a lot shall be entitled to receive written notice of:

- a) All meetings, both annual and special, of the Association at least thirty (30) days, but not more than sixty (60) days, prior thereto;
- b) Any material amendment to this Declaration, the By-Laws, or Articles of Incorporation;
- c) Substantial damage to or destruction of the Common Area and facilities, or any individual townhouse, or any condemnation or eminent domain proceedings; and
- d) Any default under the Declaration or By-Laws by an Owner which is not cured within sixty (60) days.

Section 2. Books and Records. The holder of a first mortgage on a lot shall have the right to examine the books and records of the Association during normal business hours, and upon written request to the Association, shall be entitled to receive a copy of the annual audited financial statement of the Association within ninety (90) days following the end of the fiscal year of the Association.

Section 3. Rights to Pay Amounts in Default. The holder(s) of a first mortgage on a lot may, jointly and singly, pay taxes or other charges which are in default and which may or have become a charge against the Common Area, and may pay overdue premiums on hazard insurance policies, or secure new hazard insurance coverage on the lapse of a policy, for the Common Area,

and the holder(s) making such payments shall be owed immediate reimbursement therefor from the Association.

Section 4. Prior Written Approval. Unless at least seventy-five percent (75%) of the holders of a first mortgage on individual lots have given their prior written approval, the Association shall not be entitled to:

a) By act or omission seek to abandon, partition, subdivide, encumber, sell or transfer the Common Area, or any part thereof, or improvements thereon. The granting of easements for public utilities or for other public purposes consistent with the intended use of the Common Area, shall not be deemed a transfer within the meaning of this clause.

b) Change of method of determining the obligations, assessments, dues or other charges which may be levied against an Owner.

c) By act or omission change, waive, or abandon any of the restrictions, or enforcement thereof, pertaining to architectural control, exterior maintenance, or party walls.

d) Fail to maintain insurance in accordance with the provisions hereof, or to use the proceeds of such insurance for losses to the Common Area for other than the repair, replacement or reconstruction of such improvements.

ARTICLE XIII.

General Provisions

Section 1. Enforcement. The Association, or any Owner, shall have the right to enforce, by a proceeding at law or in equity, all restrictions, conditions, covenants, reservations, liens and charges now or hereafter imposed by the provisions of this Declaration. Failure by the Association or by any Owner to enforce any covenant or restriction herein contained, shall in no event, be deemed a waiver of the right to do so thereafter.

Section 2. Severability. Invalidation of any one of these covenants or restrictions by Judgment or Court Order shall in no wise effect any other provisions which shall remain in full force and effect.

Section 3. Amendment. The covenants and restrictions to this Declaration shall run with and bind the land, for a term of twenty (20) years from the date this Declaration is recorded, after which time they shall automatically be extended for successive periods of ten (10) years. This Declaration may be amended by instrument signed by not less than seventy-five percent (75%) of the total votes of the membership of the Association as defined in Article III hereof. It is the specific intention of this provision that ownership of a lot by a member entitles that member to vote on questions of amendment in accordance with provisions

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of Article III hereof.

Section 4. Joinder of Mortgage. Mid-America Mortgage, Inc., owner and holder of a mortgage indebtedness secured by Deed of Trust on the property described herein, joins herein for the purpose of evidencing its consent to this Declaration of Covenants, Conditions and Restrictions.

IN WITNESS WHEREOF, Declarant and Mid-America Mortgage, Inc. have executed this instrument this 10 day of November, 1982.

William Sanders
WILLIAM SANDERS

R.E. TRESCH CO., INC.

By R.E. Tresch
President

MID-AMERICA MORTGAGE, INC.

By Bureau Rieck
Its PRESIDENT

ATTEST:

By Jennifer Todd
Treasurer

STATE OF TEXAS
COUNTY OF Galveston

Before me, the undersigned authority, on this day personally appeared William Sanders, 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, and in the capacity therein stated.

Given under my hand and seal of office this 10 day of November, 1982.

Bonnie B. Haujell
NOTARY PUBLIC in and for
Galveston County, Texas.

STATE OF TEXAS
COUNTY OF HARRIS

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Before me, the undersigned authority, on this day personally appeared R. E. Tresch, President of R.E. Tresch 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 1st day of November, 1982.

Janet J. Drumer
NOTARY PUBLIC in and for
Harris County, Texas.

STATE OF TEXAS
COUNTY OF Travis

Before me, the undersigned authority, on this day personally appeared Samuel Rivers, President of Mid-America Mortgage, 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 1st day of November, 1982.

Patricia J. Polank
NOTARY PUBLIC in and for
Travis County, Texas.

STATE OF TEXAS COUNTY OF COLLETON
I hereby certify that this instrument was filed on the date and time stamped herein by me and was recorded in the Official Public Records of Real Property, Colleton County, Texas, on

NOV 10 1982



Mary Jane Blountman
COUNTY OF Colleton, Texas

Return to PAID
Patricia Reilly
6901 Kilton
Colleton, Texas 29521

FILED FOR RECORD
Nov 10 10 09 AM '82

Mary Jane Blountman
COUNTY CLERK