

FIRST AMENDED
DECLARATION OF COVENANTS, CONDITIONS AND RESTRICTIONS OF
GRAND HARBOR SECTION 15

THE STATE OF TEXAS

COUNTY OF MONTGOMERY

This First Amended Declaration of Covenants, Conditions and Restrictions, is made on the date hereinafter set forth by LCBGH 15, LLC, a Texas limited liability company, hereinafter referred to as "Declarant".

WITNESSETH

Whereas, Declarant previously filed that certain Declaration of Covenants, Conditions and Restrictions of Grand Harbor Section 15 filed for record under County Clerk's File No. 2007-130296 of the Real Property Records of Montgomery County, Texas relating to that certain property known as Grand Harbor, Section 15, a subdivision in Montgomery County, Texas, being 50.2484 acres of land situated in the Owen Shannon Survey, A-36, Montgomery County, Texas according to the map or plat thereof recorded in Cabinet Z, Sheets 959-962, County Clerk's File No. 2007-123606 of the Map Records of Montgomery County, Texas;

Whereas, those Covenants, Conditions and Restrictions specifically provide that Declarant may amend the Covenants, Conditions and Restrictions;

Whereas, it is the desire of Declarant to amend certain restrictions, covenants, conditions, stipulations and reservations previously placed upon and against such property in order to establish a uniform plan for the development, improvement and sale of such property, and to ensure the preservation of such uniform plan for the benefit of both the present and future owners of Lots in said subdivision:

NOW, THEREFORE, Declarant hereby adopts, establishes and imposes upon GRAND HARBOR, Section 15, hereinafter referred to as the "Property", which is further identified in the subdivision plat referenced above, and declares the following reservations, easements, restrictions, covenants and conditions applicable thereto, all of which are for the purpose of enhancing and protecting the value, desirability and attractiveness of the land, which reservations, easements, covenants, restrictions and conditions shall run with the land and shall be binding upon all parties having or acquiring any right, title or interest therein, or any part thereof, and shall inure to the benefit of each owner thereof.

ARTICLE I
Definitions

Section 1. "Association" shall mean and refer to GRAND HARBOR Property Owners' Association.

Section 2. "Property" and/or "Properties" shall mean and refer to GRAND HARBOR, Section 15, which is further identified in the aforementioned subdivision plat.

Section 3. "Lot" and/or "Lots" shall mean and refer to the Lots shown upon the subdivision plat which are restricted hereby to use for single family residential dwellings only.

Section 4. "Lake" or "Private Lake" shall mean the lakes located in Restricted Reserve B as shown on the Subdivision Plat.

Section 5. "Private Lakefront Lots" shall mean and refer to those Lots which adjoin Restricted Reserve "B" as shown on the Subdivision Plat

Section 6. "Interior Lot" shall mean all Lots shown on the Subdivision Plat other than Private Lakefront Lots.

Section 7. "Owner" shall mean and refer to the record owner, whether one or more persons or entities, of fee simple title to any Lot which is part of the Properties, but in the event of the execution of a contract for sale covering any Lot, the "Owner" shall be the purchaser named in the contract, but excluding those having such interest merely as security for the performance of an obligation and those having only an interest in the mineral estate.

Section 8. "Subdivision Plat" shall mean and refer to the map or plat of GRAND HARBOR, Section 15, recorded in Cabinet Z, Sheets 959-962, County Clerk's File No. 2007-123606 of the Map Records of Montgomery County, Texas.

Section 9. "Architectural Control Committee" or "Committee" shall mean and refer to GRAND HARBOR Architectural Control Committee, provided in Article IV hereof.

Section 10: "Builder-Owner" shall mean and refer to the owner of a Lot who owns such Lot for the sole purpose of development and sale to third parties, and is designated in writing as a Builder-Owner by Declarant.

Section 11. "Member" shall mean and refer to every person or entity who holds a membership in the Association.

Section 12. "Board of Directors" or "Board" shall mean the elected body of GRAND HARBOR Property Owners' Association.

Section 13. "Utility Company" shall mean and refer to Entergy, its successors and assigns and all other providers of utilities in the Subdivision.

Section 14. "Residential Dwelling" shall mean and refer to a single residential dwelling with garage.

Section 15. "Improvement" shall mean and refer to any dwelling, garage, carport, swimming pool, boat slip, wall, fence and any other object placed on, in or under the Properties.

Section 16. "Declarant" shall mean and refer to LCBGH 15, LLC, its successors and assigns.

Section 17. "Resident" shall mean and refer to every person or entity occupying a Residential Dwelling within the Properties.

Section 18. "Administrator" shall mean the entity administering the maintenance fund.

Section 19. "Unrestricted Reserve" shall mean and refer to any area designated on the Subdivision Plat as a "Reserve" or "Unrestricted Reserve".

ARTICLE II **Restrictions, Exceptions and Dedications**

Section 1. The Subdivision Plat dedicates for use as such, subject to the limitations set forth therein, the private streets and easements shown thereon and such Subdivision Plat further establishes certain restrictions applicable to the Properties including, without limitation, certain minimum setback lines. All dedications, limitations, restrictions, and reservations shown on the Subdivision Plat are incorporated herein and made a part hereof as if fully set forth herein, and shall be construed as being adopted in each and

every contract, deed, or conveyance executed or to be executed by or on behalf of Declarant, conveying said property or any part thereof, whether specifically referred to therein or not.

Section 2. Declarant reserves the easements and roadways as shown on the Subdivision Plat for the purpose of constructing, maintaining and repairing a system or systems of electric lighting, electric power, telegraph and telephone line or lines, gas, water lines, sewers, storm sewers, drainage ways, cable television or any other utility Declarant sees fit to install in, across and/or under the Properties.

Section 3. Declarant reserves the right to make changes in and additions to the above easements for the purpose of most efficiently and economically installing the improvements. Should any Utility Company or cable television company furnishing a service covered by the general easement herein provided request a specific easement by separate recordable document, Declarant, without the joinder of any other Owner, shall have the right to grant such easement on said property without conflicting with the terms hereof.

Section 4. Declarant reserves the right, during installations of paving of the streets as shown on the Subdivision Plat, to enter onto any Lot or Lots for the purpose of disposing of excavation from dredged material from the shoreline of the Properties and street excavation, including the removal of any trees, as necessary, whether or not the Lot or Lots have been conveyed to and/or contracted for any other Owner or Owners.

Section 5. Neither Declarant nor any Utility Company or cable television company using the easements herein referred to shall be liable for any damages done by them or their assigns, their agents, employees or servants to fences, shrubbery, trees, flowers or any other property of the Owner situated on the land covered by said easements.

Section 6. It is expressly agreed and understood that the title conveyed by Declarant to any Lot or parcel of land within the Properties by contract, deed or other conveyance shall be subject to any easement affecting same for roadways or drainage, water, gas, sewer, storm sewer drainage ways, electric light, electric power, cable service, telegraph or telephone purposes and shall convey no interest in any pipes, lines, poles or conduits, or in any utility facility or appurtenances thereto constructed by or under Declarant or any easement owner, or their agents through, along or upon the premises affected thereby, or any part thereof, to serve said land or any other portion of the Properties, and where not affected, the right to maintain, repair, sell or lease such appurtenances to any municipality, other governmental agency or any public service corporation or any other party, and such right is hereby expressly reserved.

Section 7. Utility Easements.

(a) All Lots are subject to the utility easements reflected on the Subdivision Plat or designated in these Restrictions.

(b) No building shall be located over, under, upon or across any portion of any utility easement; however, the Owner of each Lot shall have the right to construct, keep and maintain drives and similar improvements across the utility easement along the front of the Lot and/or along the side of corner Lots adjacent to street right-of-ways and shall be entitled to cross such easements at all times for purposes of gaining access to and from such Lots.

(c) With the prior approval of the Committee, the Owner of each Lot shall also have the right to construct, keep and maintain driveways, walkways, steps, air conditioning units and equipment over, across or upon any utility easement along the side of such Lots (the "Side Lot Utility Easement"), other than along any Side Lot Utility Easement which is adjacent to a street right-of-way and shall be entitled, at all times, to cross, have access to and use the improvements located thereon; however, any such improvements placed upon such Side Lot Utility Easement by the Owner shall be constructed, maintained and used at Owner's risk and the location of such improvements shall not impede the natural flow of water

across the Lot. The Owner of each Lot subject to said Side Lot Utility Easements shall be responsible for (i) any and all repairs to the driveways, walkways, steps, air conditioning units and equipment which cross or are located upon such Side Lot Utility Easements and (ii) repairing any damage to said improvements caused by any public or private utility or cable television company in the course of installing, operating, maintaining, repairing, or removing its facilities located within the Side Lot Utility Easements.

(d) The Owner of each Lot shall indemnify and hold harmless Declarant, public and private utility companies and cable television company having facilities located over, across or under utility easements from any loss, expense, suit or demand resulting from injuries to persons or damage to property in any way occurring, incident to, arising out of, or in connection with said Owner's installation, maintenance, repair or removal of any permitted improvements located within utility easements, including where such injury or damage is caused or alleged to be caused by the sole negligence of such public or private utility or its employees, officers, contractors or agents.

(e) In no event shall any Owner construct, maintain or use any of the above described improvements or any other improvements within any utility easements located along the rear of such Owner's Lot.

(f) In addition to the utility easements shown on the Subdivision Plat, there is hereby dedicated a five foot (5') wide Utility Company easement, extending from the surface of the ground downward, said easement being two and one-half (2 1/2') feet on each side of underground electric service lines as now or hereafter constructed and will extend along the route selected by the Utility Company from the Utility Company's distribution facilities to the electric meter when and as located upon Lots and Reserves in the Subdivision. The Utility Company shall have the right to excavate said Lot easement strip, and to remove objects, structures, growth or protrusions thereon.

Section 8. Road and Street Easements. The roads and streets in the Properties are not dedicated to the public, but shall be operated as private streets with each Owner having an easement for the use and benefit of such Owner of a Lot fronting thereon or adjacent thereto, which easements shall include rights of ingress, egress and passage over and along said streets in favor of the Declarant, the Association, the Owners and their respective legal representatives, successors and assigns, guests, invitees, licensees, designees and the successor(s)-in-title to each Lot Owner, and in favor of the invitee and designees of each successor(s)-in-title to each Lot Owner, but not in favor of the public.

Subject to the terms and conditions of this Section, the private roads and streets in the Properties as shown on the Subdivision Plat are hereby dedicated as utility easements strictly for the purpose of constructing, operating, maintaining or repairing a system(s) of electric lighting, electrical power, telegraph and telephone lines, gas lines, sewers, water lines, storm drainage (surface or underground), cable television, and/or any other utilities that the Declarant sees fit to install (or permit to be installed) in, across and/or under the Property. The dedication of the private roads and streets as utility easements shall not affect operation of the roads and streets in this Property as private roads and streets.

Notwithstanding the operation of the roads and streets in the Property as private streets, Declarant hereby grants to Law Enforcement Agencies and Officers of Montgomery County and the State of Texas, other governmental law enforcement bodies, fire department officials and fire protection personnel, vehicles and equipment, ambulances, school buses, Montgomery County officials and personnel and other governmental officials and personnel, and to the authorized agents of the Association for performance of the Association's duties and obligations and exercise of the Association's rights in respect to the Properties, rights of ingress and egress and passage over and along said private roads and streets of the Properties in connection with the performance of their official functions.

The Association may offer the streets for Public Dedication upon the affirmative vote of the owners of a majority of the Lots. The city or public entity is not required to accept the streets.

ARTICLE III
Use Restrictions

Section 1. Land Use and Building Type. All Lots shall be known and described as Lots for single family detached residential dwellings only (hereinafter sometimes referred to as "Residential Lots"), and no structure shall be erected, altered, placed or permitted to remain on any Residential Lot other than one (1) single family dwelling with an attached fully enclosed garage for not less than two (2) nor more than four (4) cars (except as provided by Section 8 hereof). As used herein, the term "attached" shall mean either having a common wall or connected by a breezeway. The garage will be available for parking automobiles at all times without any modifications being made to the interior of said garage. Such garage shall be constructed at the same time as the dwelling and act as an integral part of the residential structure, constructed with the same design, color and materials as the residence. Occupancy of the dwelling shall not be authorized until the garage is complete. The residential dwelling shall not exceed a height of thirty-five (35') feet. The height shall be measured from where the highest point on natural grade of the Lot abuts the structure, except where the slab must be elevated above the natural grade to achieve minimum slab elevation as required by the Committee. In this situation, the height shall be measured from the minimum slab elevation established by the Committee.

No garage may open to the rear of a Private Lakefront Lot unless otherwise approved by the Architectural Control Committee. Garages placed on corner lots may face the side street and shall be located no closer to the side lot line than the minimum side lot building setback line as shown on the Subdivision Plat.

As used herein, the term "Residential Purposes" shall be construed to prohibit the use of said Lots for garage apartments or apartment houses; and no Lot shall be used for business or professional purposes of any kind, nor for any commercial or manufacturing purpose. Each Lot improvement thereon shall be used only as a single family residence. The rental of a dwelling for occupancy as a residence shall not be construed as a business. No building of any kind or character shall be moved onto any Lot within said Properties without written permission of the Committee; however, no Residential Dwelling shall be moved onto any Lot within said Properties.

No manufactured or mobile homes are allowed on any Lot in Grand Harbor, Section 15.

Section 2. Carports. Carports are allowed; provided however, in no case shall they substitute for the two car garage requirements. No carport shall be erected or permitted to remain on any Lot without the expressed prior written approval of the Committee. Approval will be denied unless the carport is an integral part of the residential structure and the carport is constructed with the same design, color and materials as the Residential Dwelling. Only motor vehicles, as hereinafter identified shall be parked or stored in a carport.

Section 3. Architectural Control. No improvement shall be erected, placed or altered on any Lot until the construction plans and specifications and a plot plan showing the location of the improvement thereon have been approved by the Architectural Control Committee with respect to harmony with existing structures, design, color, location with respect to topography and finished grade elevation and compliance with minimum construction standards more fully provided for herein. The Committee is authorized to grant variances if the variance is reasonable and if the structure is not inconsistent with the general scheme and harmony of the development. The builder must be approved in order to ensure that the structure will be built according to the plans and specifications. The Architectural Control Committee reserves the right to approve the builder selected by Lot owner.

Section 4. Dwelling Size. The minimum square footage of the total living area of the main residential structure, exclusive of open porches, garages and/or carports, and servants quarters, shall be as follows:

All Lots - The minimum living area of a one (1) or one and one-half (1 1/2) story residential structure shall be 2,500 square feet. The minimum living area of a two (2) or two and one-half (2 1/2) story residential structure shall be 2,750 square feet with the first story being no less than 1,750 square feet of living area.

Section 5. Type of Construction, Materials and Landscaping.

(a) Residences, garages, and carports shall be of 90 percent masonry construction, or its equivalent on its exterior wall area (stucco is considered masonry, hardy plank is not) unless approved in writing by the Committee. The Committee has sole discretion as to the percentage calculation of masonry used. Garages and carports of Interior Lots shall use masonry, equivalent to that on residence, on the side facing street but may have wood siding (similar to Hardy Plank) on all remaining sides; provided, the design shall be approved by the Committee to be located at the rear of the main residence.

(b) No external roofing material other than wood shingles, wood shake, slate, tile, metal, built up roof, composition (where the type, weight, quality and color has been specifically approved by the Committee) shall be used on any building in any part of the Properties without the written approval of the Committee. All roofing material must be applied in accordance with the manufacturer's specifications. Roof vents, vent stacks, galvanized roof valleys and other roof items must be painted to match the roof materials. Roof items that appear on cedar shingle roofs must be primed in such a manner that the color matches a weathered cedar shingle. Galvanized roof valleys must be primed before being painted to insure the prevention of peeling.

(c) No window or wall type air conditioners shall be permitted to be used, erected, placed or maintained on or in any building in any part of the Properties.

(d) Each kitchen in each dwelling or living quarters situated on any Lot shall be equipped with a garbage disposal unit, which garbage disposal unit shall at all times be kept in a serviceable condition.

(e) Landscape layout and plans shall first be approved by the Committee before work commences.

(f) All roof ventilation (other than ridge ventilators) shall be located to the rear of the roof ridge line and/or gable of any structure and shall not extend above the highest point of such structure, so as not to be visible from any street. The Committee shall have the right to approve the exceptions to the foregoing in cases where energy conservation and heating/cooling efficiency require ventilators that, because of the particular roof design, cannot be hidden from view.

Section 6. Building Location. No main residence, garage or carport nor any part thereof shall be located on any Lot nearer to the front or rear Lot line or nearer to the side street Lot line than the minimum building lines as shown on the Subdivision Plat. However, at such times as plans are submitted to the Committee by any Owner for approval, the Committee may require that the residence, garage or carport be located at a greater distance from the Lot lines than the building line shown on the Subdivision Plat. The Committee has sole approval of the back and side building lines. Since the Lots are large, the Committee will establish a location on the front and back building lines so that there will be a consistency on house locations. No main residence, garage or carport or any other outbuilding or any part thereof shall be located nearer than 5 feet to any interior side Lot line. A satellite dish is not considered a structure (see Section 23 of this Article for satellite dish location). Any outbuilding or structure shall contain no more than four hundred (400) square feet and be no less than sixty-five percent (65%) open in its total wall surfaces unless otherwise approved by the Committee. All materials used in constructing any outbuilding or other such structure shall be in harmony with the main residence. Any Owner of one or more adjoining

Lots may, with the written permission of the Committee, merge such Lots into one building site with the privilege of placing or constructing improvements on such resulting site, in which case side setback lines shall be measured from the resulting side property lines rather than the Lot lines as indicated on the Subdivision plat and such composite building site shall thereupon be regarded as a "Lot" for the purposes of this Article III, Section 6 only.

Upon written request, the Committee may approve deviations from the single family detached building location requirements provided such deviations do not alter the scope and intent of the restrictions.

Section 7. Slab Requirements. All building foundations shall consist of a concrete slab, unless the Committee approves a different type of foundation when circumstances, such as topography of the Lot, make it impractical to use a concrete slab on all or any portion of the foundation of the building improvements constructed on the Lot. The finished slab elevation for all other structures shall be above the 100 year flood plain as established by Commissioner's Court of Montgomery County, Texas, the Montgomery County Engineers Office, and other applicable governmental authorities. All residential foundations/slabs for all Lots in the subdivision must be a minimum of eight inches above finished grade of the Lot at the foundation perimeter. The Committee does not determine whether the structural integrity of the slab is adequate. A structural engineer should be consulted on the matters. The slab shall have an engineer's seal with the engineer's original signature attached prior to approval by the Committee. Sufficient soil investigation should be obtained for proper slab design. The Committee may make deviations in the above foundation requirements provided such deviations do not alter the scope and intent of the Restrictions.

Section 8. Special Restrictions for Interior Lots. Interior Lots may have a detached garage (for not less than two (2) nor more than four (4) cars).

Section 9. Annoyance or Nuisances. No noxious or offensive activity shall be carried on upon any Lot nor shall anything be done thereon which may become an annoyance or nuisance to the neighborhood. No exterior speaker, horn, whistle, bell or other sound device, except security and fire devices used exclusively for security and fire purposes, shall be located, used or placed on a Lot. Activities especially prohibited include but are not limited to the following:

- a) The performance of work on automobiles or other vehicles upon the Lot or in driveways or streets abutting Lots except as permitted in Section 22 of this Article.
- b) The use or discharge of firearms, firecrackers or other fireworks within the Properties.
- c) Storage of flammable liquids in excess of ten gallons.
- d) Activities which may be offensive by reason of odor, fumes, dust, smoke, vision, vibration or pollution which are hazardous by reason of excessive danger, fire or explosive.

Section 10. Temporary Structure. No structure of a temporary character, whether trailer, basement, tent, shack, garage, barn or other outbuilding shall be maintained or used on any Lot at any time as a residence, or for any other purpose, either temporarily or permanently; provided, however, that Declarant reserves the exclusive right to erect, place and maintain such facilities in or upon any portion of the Properties as in its sole discretion which may be necessary or convenient while selling Lots, selling or constructing residences and constructing other improvements upon the Properties. Such facilities may include but not necessarily be limited to sales and construction offices, storage areas, and signs. Portable toilet facilities shall be placed at the construction site of

all Residential Dwellings. Upon approval of the Committee, a contractor building a Residential Dwelling on a Lot for the Owner of such Lot may place a temporary construction office on the Lot. No garage, servant's quarters or other permitted accessory structure shall be erected, placed or maintained on any Lot until construction of the main residential dwelling has commenced. Any structure on which construction has commenced must be completed within a reasonable length of time not to exceed 270 days.

Section 11. Signs and Billboards. No signs, billboards, posters, or advertising devices of any character shall be erected, permitted or maintained on any Lot or plot without the express prior written consent of the Association. All signs, billboards, posters and other advertising devices shall conform to the Committee's predetermined sign policy. The Association, Declarant and their agents shall have the right to remove any sign not complying with the above referenced policy and in so doing, shall not be liable and are expressly relieved from any liability for trespass or other tort in connection therewith or rising from such removal. The right is reserved by Declarant and its designated agent to construct and maintain such signs, billboards or advertising devices as is customary in connection with the general sale of property.

Section 12. Oil and Mining Operations. No water drilling, oil drilling or development operations, 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 permitted upon or in any Lot. No derrick or other structure designed for use in boring for water, oil or natural gas shall be erected, maintained or permitted upon any Lot.

Section 13. Storage and Disposal of Garbage and Refuse. No Lot shall be used or maintained as dumping ground for rubbish. Trash, garbage or other waste materials shall not be kept except in sanitary containers constructed of metal, plastic or masonry materials with sanitary covers or lids. Equipment for the storage or disposal of such waste materials shall be kept in clean and sanitary condition. No Lot shall be *used* for the open storage of any materials whatsoever, which storage is visible from the street and/or the Private Lake, except that new building materials used in the construction of improvements erected upon any Lot may be placed upon such Lot at the time construction commences and may be maintained thereon for a reasonable time, so long as the construction progresses without undue delay, until the completion of the improvements, after which these materials shall either be removed from the Lot or stored in a suitable enclosure on the Lot.

Section 14. Electric Distribution System. The type of electric service supplied to Owners will be alternating current at approximately 60 cycles per second, single phase, three wire, 120/240 volts and metered at 240 volts. It is understood and agreed that only electrical service of the characteristics described above will be furnished by the Utility Company in Grand Harbor, and that such service will be from the electric distribution system to be installed by the Utility Company, and Owners agree that only electric service at 120/240 volts, single phase, three wires, will be available for Lots. The locked rotor current of any motor connected to this service will be limited in accordance with the standard service practices of the Utility Company. The utility easement areas dedicated and shown on the Subdivision Plat, may be cleared and kept clear by any utility of all trees, bushes and other growth, including overhanging branches from trees or protrusions from structures located upon adjacent property, without payment to Owners by such utility for such clearance, cutting or trimming. The provisions of this paragraph shall constitute a covenant running with the land as to each Lot and Owner in the Properties.

Individual underground electrical service drops must be installed to each residence. The Owners of each residence will, therefore, comply with the Utility Company's policy regarding such underground service installations, and the Owners do hereby agree to pay any charges which might be incurred for the installations of the underground service as set forth in the Utility Company's policy. The Utility Company's policy is subject to change from time to time without notice. The Owners shall ascertain the location of said service drops and keep the area over the route of said service drops free of excavations

and clear of structures, trees and other obstructions. The Utility Company may install, maintain, repair, replace and remove said underground service drops, and open the ground for any such purpose or purposes and no payment will be due or made by any utility for such use or activity.

Declarant hereby reserves the right to grant upon, across and over each Lot an easement and license along the perimeter boundaries of each Lot to the width of five feet measured from each boundary of each Lot, protruding from each boundary into the interior portion of each Lot, for the purpose of erection, construction, maintenance, repairs and the continuous placement of an electrical lighting system throughout the Property. This reserved right is expressly reserved on behalf of and for the benefit of Declarant and any public utility company, including but not limited to the Utility Company. This reserved right includes expressed right of Declarant and each public or private utility company to clear, grade and remove such obstructions including, but not limited to, trees, brush and other landscaping that the Declarant or the public or private utility company deems necessary in order to effectuate the construction, erection, maintenance and continuance placement of the electrical lighting system hereby contemplated. Declarant further reserves hereby, unto itself and to any such public or private utility company, the expressed right to enter upon any Lot for the purpose of construction, installation, maintenance, repair and continuous placement of the electrical lighting contemplated hereunder and to remove any obstruction as might exist within this designated area, and such shall not be deemed to be trespass in any respect to the rights of the Owner of the Lot. Each Owner, by acceptance of a Deed to a Lot in these Properties, does acknowledge the existence of this reserved right and the rights hereunder created, such right being for the expressed benefit of each other Lot in the Properties. Neither Declarant nor any public or private utility company acting under the easement license or rights referred to herein shall be liable for any damages done by them or their assigns, agents, employees or servants to any fences, shrubbery, trees, flowers or any other property of the Lot Owner situated on the property by this easement and license.

Section 15. Views to and from the Private Lake. Views to and from the Private Lake are encouraged so that each view can become a positive addition to the environment of the Properties. Except for approved trees, no view obstructing plant material greater than two (2') feet in height shall be permitted on any Private Lakefront Lot beyond the rear building line without written approval from the Architectural Control Committee. Any plant above two (2') feet in height must be removed by Lot Owner, unless approved in writing by the Committee. It is not the intent of these restrictions to remove any existing trees from the Property. The removal of existing trees from Lots must be approved by the Committee. Notwithstanding the foregoing, a Lot Owner is specifically granted the right to replace any tree which dies or is otherwise removed with a tree of equivalent size to the one which was removed.

Section 16. Walls, Fences and Hedges. All walls, fences and hedges must be approved by the Committee. Except as otherwise provided herein, no walls or fences shall be erected or maintained nearer to the front of any Lot than the front of the Residential Dwelling constructed on the Lot, or on corner lots, nearer the side lot line than the side lot building line parallel to the side street as shown on the Subdivision Plat. Except as otherwise provided herein, all fences on any Private Lakefront Lot must be of ornamental iron construction unless otherwise approved by the Committee and not exceed four (4') feet in height. All walls and fences of Interior Lots may be of ornamental iron, masonry or wood construction as approved by the Committee with a height of six (6') feet. (The Declarant may construct fencing ten (10') feet tall at entrances to the Properties.) Unless otherwise approved by the Committee, all ornamental iron fences shall be black in color and of a design that conforms to the Committee's pre-determined plan for such improvements. No chain link fences shall be erected, placed or permitted to remain on any Lot. All wooden fences shall be constructed of material to be approved by the Committee. Where approved herein, all wooden fences exposed to view from the street adjacent to the Lot shall be built so the finished side faces said street. No fence shall be installed which will impede the natural flow of water across the Lot. Unless otherwise approved by the Committee, pilasters which are in harmony with the main residential structure shall be used in conjunction with ornamental iron fences. A small patio which is an integral part of the dwelling may be enclosed with a fence or wall. Ownership of any wall, fence or hedge erected as a protective screening on a Lot shall pass with title to the Lot, and it shall be the Owner's responsibility to maintain said

protective screening thereafter. In the event of default on the part of the Owner or occupant of any Lot to maintain said protective screening and such failure continuing after ten days' written notice thereof, the Association, at its option, without liability to the Owner or occupant in trespass or otherwise, may, in its discretion, enter upon said Lot and cause said protective screening to be repaired or maintained or do any other thing necessary to secure compliance with these restrictions, so as to place said protective screening in a satisfactory condition and may charge the Owner or occupant of such Lot for the cost of such work. The Owner or occupant, as the case may be, agrees by the purchase or occupancy of the Lot to pay such statement immediately upon receipt thereof; and all such payments by the Association, shall, likewise, be secured by a Vendor's Lien for the benefit of the Association in the same manner as the maintenance charges payable as hereinafter set forth. Plans and specifications shall be submitted to the Committee as in the case with other structures.

Section 17. Mailboxes. All mailboxes must conform to the construction design of the improvements on the Lot and must be approved by the Committee.

Section 18 Utilities. Improvements situated on a Lot shall be connected to the available water supply as soon as practical after same are available at the property line. Each Owner shall be subject to the rules and regulations adopted from time to time by the water provider. No privy, cesspool or septic tank shall be placed or maintained upon or in any Lot. Each lot will be required to have a functioning aerobic wastewater system approved by the Association and all other entity(ies) charged with the responsibility of approving such systems. The installation and use of any propane, butane, LP gas or other gas tank, bottle or cylinder of any type (excluding those normally associated with outdoor barbecue grills) shall require the prior written approval of the Committee and shall be screened from public view. All telephone, electric, cable or other service lines shall be installed underground. When natural gas is made available to Lot owners, the Lot Owner must immediately discontinue use of propane, butane, L.P. gas or other type of hydrocarbon fuel being used at the time and convert to the natural gas line. Except after payment as hereinafter provided, each Lot Owner, upon completion of the house, shall utilize both gas water heating and gas central comfort heating appliances. If the Lot Owner fails to do so, such Lot Owner must pay to the Utility Company the sum of \$300.00 which sum shall be payable thirty (30) days following completion of the non-utilizing house. Declarant may take such legal steps as may be necessary to enforce payment.

Section 19. Views, Obstructions and Privacy. In order to promote the aesthetic quality of "views" within GRAND HARBOR, the Committee shall have the right to review and approve any item placed on a Lot including, but not limited to the following:

- a) The location of all windows and the type of proposed window treatments and exposed window coverings, including window and reflective film.
- b) The probable view from second story windows and balconies and decks (particularly where there is a potential invasion of privacy to an adjoining neighbor).
- c) Sunlight obstructions.
- d) Roof top solar collectors.
- e) Flagpoles, flags, pennants, ribbons, streamers, wind sock and weather vanes.
- f) Exterior storage sheds.
- g) Fire and burglar alarms which emit lights or sounds.
- h) Children's playground and recreational equipment

- i) Exterior lights.
- j) Ornamental statuary, sculpture and/or yard art visible from a street or common area excluding those which may be part of an otherwise approved landscape plan.
- k) The location of the Residential Dwellings on the Lot.

Prohibited items. The following items are prohibited from appearing within the Properties:

- (a) Clotheslines, reels, hanging circles and other exterior clothes drying devices.
- (b) Above ground swimming pools.
- (c) Window unit air conditioners.
- (d) Signs (except for certain "For Sale" and "For Lease" signs).
- (e) Storage of more than ten gallons of fuel outside of regular vehicle gas tanks.
- (f) Unregistered or inoperable motor vehicles.

Section 20 Lot/Yard Maintenance. The front and rear yard of all Private Lakefront Lots, the front and side yard of all corner lots, and the front yard of all other lots shall be landscaped. Such landscaping shall be in accordance with the Committee's Standards and must be completed within ninety (90) days of the residence being occupied. The Committee's decision shall be final. The Owners or occupants of all Lots shall at all times keep all weeds and grass thereon cut in a sanitary, healthful and attractive manner and shall in no event use any Lot for storage of materials and equipment except for normal residential requirements or incident to construction of improvements thereon as herein permitted or permit the accumulation of garbage, trash or rubbish of any kind thereon and shall not burn anything. The Owners or occupants of Lots at the intersection of streets or adjacent to the private lake, parks, playgrounds or other facilities where the rear yard or portion of the Lot is visible to full public view shall construct and maintain suitable enclosure to screen the following from public view: yard equipment, wood piles or storage piles which are incident to the normal residential requirements of a typical family. The Owners or occupants of Private Lakefront Lots shall maintain the Lot's shoreline of the private lake so as to prevent erosion into the lake. In the event of default on the part of the Owner or occupant of any Lot in observing the above requirements or any of them, such default continuing after ten (10) days' written notice thereof, the Association or their assigns may, at their option, without liability to the Owner or occupant in trespass or otherwise, enter upon said Lot and cause to be cut such weeds and grass and remove or cause to be removed such garbage, trash and rubbish or do any other thing necessary to secure compliance with these Restrictions so as to place said Lot in a neat, attractive, healthful and sanitary condition and may charge the owner or occupant of such Lot for the cost of such work. The Owner or occupant, as the case may be, agrees by the purchase or occupancy of the property to pay such statement immediately upon receipt thereof, and all such payments by the Association shall likewise be secured by a Vendor's Lien for the benefit of the Association in the same manner as the Maintenance Charges payable in accordance with Article VI herein.

The digging of dirt or the removal of any dirt from any Lot is expressly prohibited except as may be necessary in conjunction with the landscaping of or construction on such Lot. Unless otherwise approved by the Committee, no trees shall be cut or removed except to provide room for construction of improvements, to prevent a hazard to the structural integrity of the slab or to remove dead or unsightly trees.

During the construction of a residence, the Owner is required to remove and haul all trees, stumps, limbs, branches, etc. from the Properties except that the Declarant during construction of the water, sewer and drainage facilities and paving may burn and dispose of trees, stumps, underbrush and other trash cleared during the construction process in other methods, and the Declarant may act in accordance with Article II, Section 4 of this Declaration.

No Owner or contractor may enter upon a Lot without the installation of culverts and slopes. Culverts and slopes for the driveway must be installed to proper grade height. Driving through the ditch to gain access to the Lot is prohibited.

No Owner or contractor may enter upon the Lot adjacent to the one on which he is building for the purposes of ingress or egress to his Lot during or after construction unless such adjacent Lot is also owned by such Owner or such Owner has written approval from the adjacent Lot Owner. Such approval must be furnished to the Committee. All such adjacent Lots shall be kept free of any trees, underbrush, trash, rubbish and/or any other building debris or debris after construction of improvements.

Section 21. Motor Vehicles. No unlicensed motor vehicles shall be allowed within the subdivision. No motor bikes, motorcycles, motor scooters, "go-carts", or other similar vehicles shall be permitted to be operated on the Properties, if, in the sole judgment of the Association, such operation, for reason of noise or fumes emitted, or by reason of manner of use, shall constitute a nuisance or jeopardize the safety of the Owners, their tenants and/or their families.

Section 22. Watercraft Limitations. No motor operated watercraft (i.e., boats, jet skis) shall be allowed on the private lake. The Association shall not be responsible for any incident that may occur as a result whether direct or indirect from the use of any craft/device.

Section 23. Storage and Repair of Automobiles, Boats, Trailers and other Vehicles. No motor vehicle shall be parked or stored on any part of any Lot, easement, right-of-way, common area, or any other area unless such vehicle is concealed from public view inside a garage or other approved enclosure, except passenger automobiles, passenger vans or pickup trucks that: are in operating condition; have current license plates and inspection sticker; and are in daily use as motor vehicles on the streets and highways of the State of Texas; and which do not exceed six (6') feet, six (6") inches in height or seven (7') feet, seven (7") inches in width or twenty-one (21') feet in length, may be parked in the driveway on such Lot. No non-motorized vehicle, trailer, boat, marine craft, hover craft, aircraft, machinery or equipment of any kind may be parked or stored on any part of any Lot, easement, right-of-way or any other area unless such object is concealed from public view inside the garage or other approved enclosure. The term "approved enclosure" shall mean an enclosure that has been previously approved by the Committee. No repair work, dismantling or assembling of motor vehicles or other machinery or equipment shall be done or permitted on any street, driveway, or any portion of the Properties. If a complaint is received about a violation of any part of this section, the Association will be the final authority on the matter. This Restriction shall not apply to any vehicle, machinery, or maintenance equipment temporarily parked and in use for the construction, repair or maintenance of the subdivision facilities or of a house or of any other structure. No Owner of any Lot or visitor or guest of any Owner, occupant or resident shall be permitted to perform work on automobiles or other vehicles in driveways or streets other than work of a temporary nature. Owners, visitors and guests are encouraged not to park vehicles in the streets of the subdivision.

Section 24. Antennas and Satellite Dishes. No electronic antenna or device for receiving or transmitting any signal of any type other than an antenna for receiving normal marine signals from a water craft located on Lake Conroe shall be erected, constructed, placed or permitted to remain on any Lot, house, garage or other buildings unless otherwise approved by the Committee. All marine radio antennas must be attached to the main residential structure. Only one (1) antenna per Lot shall be

permitted. In all cases, no antenna shall be erected as a free standing or guide structure. No antenna of any style shall be permitted on the Lot which extends more than ten (10') feet above the roof of the main residential structure on said Lot. The Committee may allow the installation of satellite dishes if in the sole opinion of the Committee the location of said dish does not unnecessarily affect the views or aesthetics within the subdivision. The Committee's decision shall be final. Unless otherwise approved by the Committee, no satellite dish may be maintained on any portion of any Lot outside the building lines of said Lot or forward of the front of the improvements thereon. A satellite dish may not exceed eighteen (18") inches in diameter and must be mounted as to not be visible from the street. All dishes shall be of one solid color of black or earth tones of brown, gray or tan. The expanded metal type dish is recommended. No multicolored dishes shall be permitted. No advertising or the printing of names of any type shall be permitted. No more than one satellite dish shall be permitted on each Lot. No transmitting device of any type which could cause electrical or electronic interference in the neighborhood shall be permitted. Architectural approval is required prior to the installation of any satellite dish. The Association reserves the right to seek the removal of any that were installed without first obtaining approval or any dish that violates these restrictions.

Section 25. Solar Panels. All solar panels installed shall be framed in such a manner so the structural members are not visible. The framing material shall be one that is in harmony with the rest of the structure. Architectural approval is required prior to the installation of any solar panels. The Association reserves the right to seek the removal of any solar panel that was installed without first obtaining approval or any solar panel that violates these restrictions.

Section 26. Pets. No horses, cows, hogs, poultry, livestock or animals of any kind (other than house pets of reasonable kind and number) may be kept on any Lot. Should such pets become a nuisance in the opinion of the Association, they must be removed from the premises and the Properties. No pets are to run at large. All pets must be on a leash.

Section 27. Drainage. Each owner of a Lot agrees that he will not in any way interfere with the established drainage pattern over his Lot from adjoining Lots or other Lots in the Properties. Any changes necessary in the established drainage pattern must be included on the Owners plans and specifications when submitted to the Committee. Such drainage plans shall be subject to the Committee's approval. Each Owner agrees that he will take all necessary steps to provide for additional drainage of his Lot in the event it becomes necessary. Established drainage shall be defined as drainage that exists at the time the Declarant completes all grading and landscaping within the Properties. If an Owner wishes to change the established drainage and is not at that time constructing a home, a drainage plan must be provided to the Committee for approval. No pockets or low areas may be left on the Lot where water will stand following a rain or during normal yard watering. With the approval of the Committee, an Owner may establish an alternate drainage plan for low areas by installing underground pipe and area inlets or other such methods as approved by the Committee.

Section 28. Concrete Curb/Driveway Maintenance. The Owner or occupant shall at all times keep his entrance lip, culvert, driveway curb, curb ties, and curb along the street adjacent to his property in a good state of repair and attractive in appearance. In the event of any default by the Owner or other occupant of a Lot in observing the above requirements, which default is continuing after thirty days' written notice thereof to the Owner or occupant as applicable, the Association or their designated agents may at their option, without liability to the Owner or occupant in trespass or otherwise enter upon said Lot and make such repairs as deemed necessary by the Declarant or the Association to ensure compliance with this declaration, so as to place such driveway entrance and street curb in a good state of repair and attractive appearance and may charge the Owner or occupant of such Lot for the cost of such work. Such charge, together with interest thereon at the highest rate permitted by applicable laws from the date due until paid and all costs of collection, including reasonable attorney's fees, shall be secured by a Vendor's Lien for the benefit of the Declarant or The Association, whichever the case may be, which is hereby retained against each Lot In Grand Harbor, which lien shall only be extinguished by payment of

such sum. Said lien shall be deemed subordinate to the lien or liens of any bank, insurance company or other institutional lender, which hereinafter lends money secured by a lien on the Lot; provided, however, that said lien shall remain in full force and effect until paid or released by The Association or through appropriate proceedings at law.

All culvert sizes and elevations must be approved by the Grand Harbor Property Owner's Association and any other governmental agencies having jurisdiction.

Section 29. Driveways. Driveways may be built of brick, stone, concrete, or other materials approved by the Committee. All concrete driveways shall be constructed with quality grade concrete, four and one-half (4 1/2) sack cement per cubic yard and be reinforced with a minimum of #6, 6"x6" welded wire mesh, or one and one-half (1 1/2) Type "D" modified asphalt with six (6") inch compacted limestone (or approved equivalent) base material. Driveways width shall be a minimum of ten (10') feet. If more than one driveway is constructed on a common Property, such driveways shall be separated by a minimum distance of at least twenty (20') feet. Driveways shall be constructed so as to prevent normal street flooding from entering upon the adjoining Property accessed by the driveway. The Committee shall have the right to approve the location of the driveway on the Lot. No driveway shall be located on side building lines without written approval from the Architectural Control Committee.

An expansion joint shall be installed at the property line and at the connection where the driveway meets street.

Section 30. Walkways/Sidewalks. No sidewalks shall be required.

Section 31. Swimming Pools. No swimming pool may be constructed on any Lot without the prior written consent of the Committee. Two sets of plans and specifications for the proposed pool shall be submitted to the Committee including a plot plan showing the location and dimensions of the pool and related improvements together with the plumbing and excavation disposal plan. In no case shall the street curb be broken or cut to facilitate a pool drain without the prior written approval of the Committee. Excavation required for swimming pools shall be hauled from the site to a place outside of Grand Harbor.

Section 32. Docks and Boat Slips. No dock, pier, or other structure may be installed or constructed on any Private Lakefront Lot without written approval from the Architectural Control Committee.

ARTICLE IV **Architectural Control Committee**

Section 1. Approval of Improvement Plan. No improvement shall be erected, placed or altered on any Lot until the construction plans and specifications and a plot plan showing the location of the improvement have been approved in writing as to harmony of exterior design and color with existing structures, as to location with respect to topography and finished ground elevation, and as to compliance with minimum construction standards by Grand Harbor Architectural Control Committee. A copy of the construction plans, specifications, plot plan, and slab design having an engineer's seal with the engineer's original signature, together with such information as may be deemed pertinent, shall be submitted to the Committee or its designated representative prior to commencement of construction. Failure on the part of the Committee to act within sixty (60) days following date of submission of the required plan and specification shall constitute approval. The Committee may charge a reasonable fee to cover the administrative expense of its review and comment, such fee to be payable to Grand Harbor Architectural Control Committee. A form survey prepared by a registered surveyor in the State of Texas shall be submitted to the Committee prior to pouring the foundation of any building or other Improvement that is to be erected, placed or altered on any Lot.

Section 2. Committee Membership. The Committee shall be appointed as provided by the Association.

Section 3. Minimum Construction Standards. The Committee may from time to time promulgate an outline of minimum acceptable construction standards; provided, however, that such outline will serve as a minimum guideline and may be amended from time to time.

Section 4. Disclaimer. No approval of plans and specifications and no publication or designation or architectural standards shall ever be construed as representing or implying that such plans specifications or standards will result in a properly designed structure or satisfy any legal requirements.

Section 5. Non-Liability for Committee Action. No member of the Committee, the Association Board of Directors, their successors or assigns, or the Declarant shall be liable for any loss, damage or injury arising out of or in any way connected with the performance of the duties of the Committee unless due to the willful misconduct or bad faith of the party to be held liable. In reviewing any matter, the Committee shall not be responsible for reviewing, nor shall its approval of any improvement or modification to any improvement on a Lot be deemed approval of the improvement or modification of improvement from the standpoint of safety, whether structural or otherwise, or conformance of building codes or other governmental laws or regulations.

ARTICLE V
Grand Harbor Property Owner's Association

Section 1. Membership. The Association is a non-profit corporation under the laws of the State of Texas. The purpose of the Association in general shall be to provide for and promote the health, safety, and welfare of the members, to collect the maintenance charges, to administer the maintenance fund, to provide for the maintenance, repair, preservation, upkeep and protection of the common properties and facilities of the subdivision and such other purposes as are stated in the Articles of Incorporation and consistent with the provisions of the Restrictions and all supplemental or amended Restrictions.

The Property Owner's Association shall consist of all of the Owners of Lots in all of the sections of Grand Harbor including other sections which subsequently may be developed, and each Lot Owner shall be entitled to such rights and privileges as provided by the Bylaws, Rules and Regulations adopted from time to time by the Association.

ARTICLE VI
Maintenance Charges and Transfer Fee

Section 1. Maintenance Charges. Each Lot shall be subject to a one time initiation fee and an annual maintenance charge to be used for the purpose of maintaining all common areas, maintenance and installation of streets, paths, parks, pathway esplanades, electronic gates, brick walls, fences, vacant lots, lighting, fogging, employing policemen and workmen, paying ad valorem taxes on all common areas, cost of administration of the fund and other purposes necessary or desirable in the opinion of the Administrator of such fund to maintain or improve the properties in a manner which it considers to be a general benefit to the Owners or occupants of property in Grand Harbor. Such funds may also be used for the purpose of enforcement of all covenants and restrictions relating to property within Grand Harbor.

The Association shall, from time to time, set the amount of the initiation fee and maintenance charge and adopt such policies as it deems proper pursuant to the rules and regulations of the Association.

The maintenance charge will not accrue against any Lot in which the legal and/or equitable title is vested in Declarant, notwithstanding that a Lot may have been previously sold by a Deed or Contract and title thereto reverted back to Declarant. The maintenance charge shall be paid annually in advance by January 31st of each year. The payment of such maintenance charge shall be secured by a Vendor's Lien for the benefit of the Association reserved in each Deed (whether specifically stated therein or not) by which the Declarant shall convey such Lots. Said lien shall be enforceable through appropriate proceedings at law by the Association; provided, however, each such lien shall be secondary, subordinate, and inferior to all valid liens, present and future, given, granted and created by or at the instance and request of the Owner of any such Lot to secure the payment of monies advanced or to be advanced on account by a lending institution for the purchase of the Lot, the construction of improvements on the Lot or such other purpose(s) allowed by law to establish a valid lien on a Texas homestead. In the event it becomes necessary to employ legal counsel to collect past due maintenance charges, such delinquent Lot Owners shall be responsible for reasonable attorney's fees and other reasonable costs incurred in such collection efforts including all costs of Court in any legal proceeding. No owner may waive or otherwise escape liability for the maintenance charge provided for herein by non-use of the Common Area or abandonment of his Lot. Subject to the rules and regulations adopted by the Association providing otherwise, if one Owner owns 2 lots, he will only be required to pay one maintenance fee. However, if one Owner owns more than 2 lots, he will be required to pay the maintenance fee on any additional lots.

Section 2. Transfer Fee. A Transfer Fee in an amount set by the Association from time to time shall be payable to the Association each time record title is changed.

ARTICLE VII

Entry Gate

Section 1. Location. Each entranceway to the subdivision may have gates installed by the Declarant and/or the Association. These gates may be electronically operated and control access to the subdivision.

Section 2. Control. The Declarant, its agents, employees, customers and invitees, shall always have unimpeded access through such gate and entryway to conduct the business affairs of Declarant. The right of control of access through such entryway and gate by Owners, their guests and invitees, shall be upon such terms as determined by the Association.

Section 3. Maintenance. Maintenance of the gate and entryway shall be an expense to be paid from the maintenance fund.

ARTICLE VIII

General Provisions

Section 1. Term. These Covenants and Restrictions shall run with the land and shall be binding upon all parties and all persons claiming under them for a period of forty (40) years from the date these Covenants are recorded after which time said Covenants shall be automatically extended for successive period of ten (10) years each, unless at the end of the 40 years, or anytime thereafter an instrument signed by majority of the then Owners of the Lots has been recorded agreeing to change or terminate said Covenants herein. It shall be lawful for the Association, the Architectural Control Committee or any Lot Owner to prosecute the proceedings at law or in equity against the person or persons violating or attempting to violate any such Covenants and either to prevent him or them from doing so or to recover damages or other dues for such violations. The Declarant reserves the right to enforce these restrictions.

PROVIDED, notwithstanding the foregoing paragraph, the Declarant reserves the right to amend these Covenants and Restrictions without the joinder of any other Owner until the earlier of five (5) years from the date these Covenants and Restrictions are recorded and the date that Declarant no longer owns any Lots in Grand Harbor Section 15, whichever is sooner.

Section 2. Severability. Invalidation of any one of these Covenants by judgment or further court order shall in no way affect any of the other provisions.

Section 3. Merger and Subdivision of Lots.

(a) Upon application in writing by an Owner or Owners of adjoining Lots or Lots adjacent to a middle Lot, the Committee may authorize the merger or subdivision of such adjoining Lots; provided, however, such merger or subdivision shall be in accordance with these Declarations, including provisions which may further regulate the merger or subdivision. No merger or subdivision of Lots shall be allowed unless approved by the Committee.

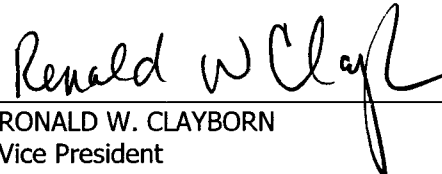
(b) Two adjoining Lots may be subdivided provided that in no event shall either of the subdivided Lots contain less than ninety (90%) percent of their original Lot area. The Committee's decision shall be final.

(c) A Lot between two Lots may be subdivided and added in the adjacent Lots provided that the boundary line must generally run from the street to the rear of the subdivided Lot. The Committee's decision shall be final.

(d) Such plats and plans as may be necessary to show the merger or subdivision of Lots shall be thereafter prepared at the expense of the requesting Owner or Owners, who shall additionally be responsible for all costs, including legal fees, associated with the merger or subdivision of such Lots. In addition, the side lot utility easement, if any, must be abandoned or released in accordance with applicable law. The Committee may impose conditions for use of the merged or subdivided Lots as a condition precedent to granting approval of such a merger or subdivision. From and after the time a merger or subdivision of Lots is approved, such Lots shall, for all purposes, be considered Lots in accordance with their new boundaries.

EXECUTED this 12th day of November, 2012.

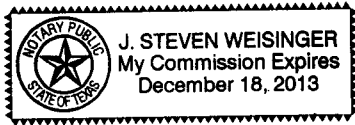
LCBGH 15, LLC

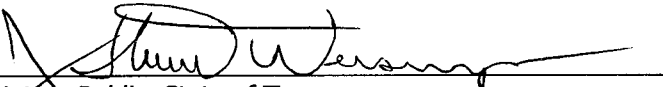
By: 
RONALD W. CLAYBORN
Its: Vice President

THE STATE OF TEXAS }
COUNTY OF MONTGOMERY }

BEFORE ME, the undersigned authority, on this day personally appeared **RONALD W. CLAYBORN**, known to me to be the person and officer whose name is subscribed to the foregoing instrument, and acknowledged to me that the same was the act of the said LCBGH 15, LLC, a Texas limited liability company, and that he executed the same as the act of LCBGH 15, LLC for the purposes and consideration therein expressed, and in the capacity therein stated.

GIVEN UNDER MY HAND AND SEAL OF OFFICE, this 12h day of November, 2012.






Notary Public, State of Texas

AFTER RECORDING RETURN TO:

LCBGH 15, LLC
100 IH 45 North, Ste. 108
Conroe, Texas 77301

FILED FOR RECORD

11/13/2012 4:24PM



COUNTY CLERK
MONTGOMERY COUNTY, TEXAS

STATE OF TEXAS
COUNTY OF MONTGOMERY

I hereby certify this instrument was filed in file number
sequence on the date and at the time stamped herein
by me and was duly RECORDED in the Official Public
Records of Montgomery County, Texas.

11/13/2012



County Clerk
Montgomery County, Texas