

**AMENDED AND RESTATED  
DEED RESTRICTIONS  
OF  
CLEAR LAKE PINES SUBDIVISION  
SECTIONS ONE (1), TWO (2), THREE (3), AND FOUR (4)**

THE STATE OF TEXAS       §  
  §  
COUNTY OF FAYETTE       §

WHEREAS, deed restrictions were previously imposed upon Clear Lake Pines, Sections One (1), Two (2), Three (3), and Four (4), as identified and described in Exhibit "A" attached hereto; and

WHEREAS, the deed restrictions for Clear Lake Pines, Sections One (1), Two (2), Three (3), and Four (4), as identified above, were incorporated into and amended by that certain instrument entitled "Deed Restrictions of Clear Lake Pines Subdivision Sections 1, 2, 3 and 4" (the "Deed Restrictions") recorded on September 23, 2003 in Volume 1233, Page 859, et seq. of the Deed Records of Fayette County, Texas; and,

WHEREAS, the Deed Restrictions provide for amendment, which shall be applicable to all four (4) sections of Clear Lake Pines, by a majority vote of the members of Clear Lake Pines Maintenance Corporation (the "Corporation") with each member having one (1) vote; and

WHEREAS, the undersigned, being not less than a majority of the members of the Corporation, desire to amend and restate the Deed Restrictions;

NOW THEREFORE, the undersigned, being not less than a majority of the members of the Corporation, hereby amend and restate the Deed Restrictions. When effective, this instrument shall supersede and replace the Deed Restrictions and the original restrictions for Clear Lake Pines, Sections One (1), Two (2), Three (3), and Four (4), in their entireties. As provided in the amendment provision set forth in the Deed Restrictions, the provisions of this instrument shall be applicable to all properties within Clear Lake Pines, Sections One (1), Two (2), Three (3) and Four (4).

**I.**

**DEFINITIONS**

1. As used in these Amended and Restated Deed Restrictions, the terms set forth below shall have the following meanings:

- a. "Board" or "Board of Directors" means the Board of Directors of Clear Lake Pines Maintenance Corporation.
- b. "Corporation" means Clear Lake Pines Maintenance Corporation, a Texas non-profit corporation, its successors and assigns.

- c. "Committee" means the Architectural Control Committee, as identified in Article III, paragraph 1 of the Restrictions.
- d. "Lot" means each of the Lots shown on the plats for the Subdivision.
- e. "Member" means each person who is an owner of a Lot or Lots in the Subdivision.
- f. "Restrictions" means the covenants, conditions and restrictions applicable to Clear Lake Pines, Sections One (1), Two (2), Three (3), and Four (4), as set forth in this instrument.
- g. "Subdivision" means Clear Lake Pines, Sections One (1), Two (2), Three (3), and Four (4).

The voting rights of the Members are set forth in the Bylaws of the Corporation. In short, except in the case of the same Member(s) owning more than one (1) Lot, there shall be one (1) vote per Lot on each matter submitted to a vote of the Members; if the same Member(s) own more than one (1) Lot, such Member(s) shall be entitled to only one (1) vote on each matter submitted to a vote of the Members.

## II.

### USE RESTRICTIONS

1. Each Lot shall be used exclusively for single family residential purposes, except those Lots designated as business or commercial areas on the recorded plats of the Subdivision. As used herein, "single family residential purposes" means that the Lot and the residential dwelling on the Lot shall be used by a single family as its dwelling place and residence and the term shall be deemed to prohibit, without limitation, the use of any Lot or the residential dwelling or garage on the Lot for a duplex house or apartment or for any type of boarding to individuals who are not members of the single family residing on the Lot. Not more than one (1) single family residential dwelling shall be erected on each Lot. No residential dwelling shall exceed two (2) stories in height. No residence house, garage or other building shall be moved onto a Lot from another location.

2. No structure of a temporary character, mobile home, travel trailer, bus, tent, shack, garage, barn, or outbuilding shall be used on any Lot at any time as a residence. A recreational vehicle, motor home, travel trailer or other type of trailer must be parked to the side of the house, no nearer to the front property line of the Lot than the front wall of the residential dwelling, or behind the residential dwelling.

3. The owner of a Lot shall provide appropriate space for vehicle parking on the Lot. No owner shall in any manner obstruct a street or impair access to emergency vehicles. No vehicle shall be parked on a street in the Subdivision for more than twenty-four (24) consecutive hours. A vehicle parked in a street in the Subdivision for more than twenty-four (24) consecutive hours or in a manner that obstructs or impairs access to emergency vehicles is subject to being towed at the direction of the Board of Directors of the Corporation after notice in accordance with the Texas Transportation Code. No vehicle of any kind shall be parked or stored on a vacant Lot within the Subdivision unless the vacant Lot is contiguous to a Lot on which a residential dwelling, garage or other structure approved by the Committee exists and the vehicle is owned or leased by

the owner or occupant of the contiguous Lot or a member of the owner's or occupant's family. As used herein, "vacant Lot" means a Lot on which there is no residential dwelling, garage or other structure approved by the Committee and "contiguous" means two (2) Lots having a common property line.

4. No inoperable or unsightly vehicle, automotive parts or accessories, or other items of personal property shall be kept or stored on a Lot in view from any street in the Subdivision. A vehicle shall be deemed to be inoperable if it does not display all current and necessary licenses and permits, it does not have fully inflated tires, it is on a jack, blocks or the like, or is otherwise incapable of being legally operated on a public street or right-of-way.

5. No vehicle shall be operated on a street in the Subdivision at a speed in excess of fifteen (15) miles per hours.

6. Only licensed drivers who maintain insurance as required by the state are allowed to operate motorized vehicles on the streets within the Subdivision. As used in these Restrictions, "motorized vehicles" includes ATV's, UTV's, 4 wheelers, or any other type of motor vehicle. No vehicle powered by an internal combustion or electric engine shall be operated on any street in the Subdivision unless the vehicle displays all required permits and licenses. However, the streets within the Subdivision are intended to be used only for standard passenger vehicles, such as automobiles, and sport utility vehicles and pick-up trucks used as family vehicles. Any person who operates an ATV, UTV, 4-wheeler or other type of off-road vehicle on a street within the Subdivision does so at his/her risk.

7. Except for temporary toilet facilities on a Lot during new construction, no temporary or permanent outside toilets are permitted on any Lot in the Subdivision. Temporary toilet facilities must be provided during new construction, but the temporary toilet facility must be removed from the Lot as soon as construction is substantially complete. No water may be removed from any lake in the Subdivision for any purpose, including, without limitation, construction, irrigation or personal use; provided that, this restriction shall not be applicable to the fire department in the event that the removal of water from a lake in the Subdivision is deemed necessary in a fire emergency or to the Board, which shall have the authority to remove water from a lake in the Subdivision for a purpose reasonably deemed by the Board to be in the best interest of the Subdivision. No waste shall be deposited into or permitted to enter a lake in the Subdivision. All owners must comply with the Fayette County health laws and regulations.

8. No fish traps, trot lines or jug lines are permitted in any lake in the Subdivision. No skiing is allowed on any lake in the Subdivision. No boat or other water craft with a motor having more than five (5) horsepower is permitted on any lake in the Subdivision.

9. No animals except a maximum of four (4) commonly recognized household pets shall be kept or maintained on a homesite. As used herein, "homesite" means the Lot or Lots (if 2 or more Lots are consolidated) on which there is one (1) residential dwelling. No animals shall be kept on a Lot on which is not a homesite. No animals shall be kept on a homesite for commercial purposes. No homesite shall be used for the purpose of breeding animals of any kind. All animals susceptible to rabies must be vaccinated annually in accordance with state law. All animals must be controlled by the

owner or occupant of the homesite on which the animals are kept so that they do not become a nuisance or infringe on the rights of other residents, such as damaging or despoiling property, excessive barking, or menacing or attacking persons. Animals must be on leash or accompanied by owner at all times. No animals are allowed to run loose in the Subdivision. If the Board of Directors of the Corporation receives complaints about a particular animal, the owner in question will be notified. The owner will have seven (7) days to correct the situation. If a dangerous situation exists, the owner will be contacted and immediate action must be taken to correct the situation or Animal Control will be called for removal of the animal. The Corporation is not responsible for an animal that is removed or destroyed due to the owner's failure to properly care for the animal and/or comply with these Restrictions.

10. No signs are permitted on a Lot except (a) street, directional, safety or other signs approved by the Board, (b) one "for sale" sign not larger than six (6) square feet and not extending more than four (4) feet above the ground approved by the Board, and (c) political signs as permitted by law. In the event that an owner owns multiple Lots, all of which are being offered for sale at the same time, the Board shall have the authority to disapprove the display of a "for sale" sign on each of the Lots to preserve the appearance of the Subdivision.

11. The owner of each Lot shall keep the Lot in a clean, sanitary, healthful and attractive condition. The owner of each Lot is obligated to assure that the owner's family members and guests comply with the requirement to keep the Lot in a clean, sanitary, healthful, and attractive condition. The Board of Directors of the Corporation shall have the authority to determine whether an owner is maintaining his Lot in a reasonable manner and in accordance with the standards of the Subdivision and the Board's reasonable, good faith determination shall be conclusive and binding on all parties. In the event that the owner of a Lot fails to maintain the Lot in a reasonable manner as required by this paragraph and such failure continues after not less than ten (10) days written notice from the Corporation, the Corporation may, at its option, without liability to the owner or occupant of the Lot in trespass or otherwise, cause the Lot to be cleaned, mowed and maintained, cause trash and/or debris to be removed, and cause every other thing to be done that is necessary to secure compliance with these Restrictions. The Corporation may charge all costs incurred to perform this work to the owner of the Lot. Payment of such costs shall be due within thirty (30) days of the date an invoice for the costs is delivered to the owner. Interest at the rate of ten percent (10%) per annum shall begin to accrue on such sum on the 31<sup>st</sup> day after the invoice is delivered to the owner.

12. No Lot or road shall be used as a dumping ground for garbage or other refuse. No trash or trash container shall be kept on a Lot in view from any street in the Subdivision except to make the trash available for collection and then only for the shortest time reasonably necessary to effect collection. Dumping of debris in common areas shall not be permitted. No owner shall dump or discard trees, brush, or debris on any other Lot or road in the Subdivision or on common areas.

13. No fireworks of any kind shall be stored or discharged within the Subdivision.

14. No trash, debris, leaves or materials of any kind shall be burned within the Subdivision. Barbeque pits and grills shall be used only for cooking and must be

attended at all times when in use. The owner or occupant of each Lot must at all times comply with all applicable state and county laws relating to the burning of debris and other items and the use of outdoor cooking devices. In addition, the owner or occupant of each Lot must comply with any burn bans implemented by any governmental agency having jurisdiction over the Subdivision.

15. Each owner shall use his Lot and the residential dwelling on his Lot for single family residential purposes only. As used herein, the term "single family residential purposes" shall be deemed to specifically prohibit, without limitation, the use of a Lot for any multi-family use or for any business, professional or other commercial activity of any type unless such business, professional or commercial activity is unobtrusive and merely incidental to the primary use of the Lot and the residential dwelling for residential purposes. As used herein, the term "unobtrusive" means, without limitation, that there is no business, professional, or commercial related sign, logo or symbol displayed on the Lot; there is no business, professional, or commercial related sign, logo or symbol displayed on any vehicle on the Lot; there are no clients, customers, employees or the like who go to the Lot for any business, professional, or commercial related purpose on any regular basis; and the conduct of the business, professional, or commercial activity is not otherwise apparent by reason of noise, odor, vehicle and/or pedestrian traffic and the like. No Lot or residential dwelling or other improvement on a Lot shall have any conspicuous infestation of pests, rodents, insects or other vermin or accumulation of trash, debris or other waste which the Board of Directors, acting reasonably and in good faith, determines to be offensive to surrounding residents or hazardous to the health or well-being of surrounding residents, or which the Board of Directors, acting reasonably and in good faith, determines may pollute or otherwise negatively impact a lake within the Subdivision. No condition or activity shall be permitted on a Lot which the Board of Directors, acting reasonably and in good faith, determines to be offensive to surrounding residents by reason of noise, odor, dust, fumes or the like. No nuisance shall be permitted to exist or operate on a Lot. For purposes hereof, a nuisance shall be an activity or condition on a Lot which is reasonably considered by the Board of Directors to be offensive or an annoyance to surrounding residents of ordinary sensibilities and/or which is reasonably determined to reduce the desirability of the Lot. A garage sale may be held on a Lot not more than two (2) times in any calendar year; the duration of a garage sale shall not exceed three (3) days.

16. No hunting is allowed within the Subdivision. No firearm is permitted to be discharged within the Subdivision.

17. Dead trees or overhanging tree branches affecting or potentially affecting another Lot or a street in the Subdivision are the responsibility of the owner of the Lot on which the tree is located. Branches and limbs of trees which overhang a street in the Subdivision must be trimmed or pruned to maintain a minimum clearance of at least fifteen (15) feet from the surface of the street for unobstructed access to emergency vehicles.

18. Each non-owner who occupies a Lot, whether by virtue of a lease agreement or otherwise, is obligated to comply with these Restrictions. In the event of a violation of these Restrictions by a person who resides on a Lot but is not the owner of the Lot, a notice of violation will be delivered by the Corporation to the owner of the Lot. The

owner of the Lot shall be responsible for assuring that a tenant or other person residing on the owner's Lot complies with the provisions of these Restrictions.

19. A complaint concerning a violation of these Restrictions should be submitted in writing to the Board of Directors (via an e-mail, a letter deposited in the U.S. mail or a letter delivered to the Corporation's office). Verbal complaints should be submitted only if the circumstances constitute a bona fide emergency.

### III.

#### ARCHITECTURAL RESTRICTIONS

1. Plans for any residential dwelling, building or structure to be constructed on a Lot must be submitted to the Committee by a written application form for approval prior to the commencement of construction. The Committee shall have thirty (30) days from the date of receipt of the application and plans to approve or disapprove the proposed improvement. Approval of plans must be in writing. If the Committee fails to approve the application and plans in writing within thirty (30) days of receipt, the application and plans shall be deemed to be disapproved. In addition, a permit must be obtained for septic from the Fayette County Health Department, and a copy of septic permit must be provided to the Committee for the Corporation's records. A refundable deposit in the amount of \$1,000 must be paid to the Corporation prior to the commencement of construction. Any project involving the construction of a garage, remodeling, and the construction of a storage building or carport shall require a refundable deposit in the amount of \$500.00 and any project described in paragraph 7 of this Section shall require a refundable deposit of \$250.00. All deposits shall be held by the Corporation in a separate account for the purpose of using such funds to clean the Lot in the event that the owner fails to comply with the provisions of this paragraph.

An application for the construction of a hot tub, spa, jacuzzi or pool must be submitted to and approved in writing by the Committee prior to installation or the commencement of construction. The application must include a plot plan showing the proposed location of the hot tub, spa, jacuzzi or pool in relation to the property lines, building setbacks, easements, existing structures and existing or proposed fences. A hot tub, spa, jacuzzi or pool must be located at the side of the residential dwelling on the Lot or behind the residential dwelling on the Lot. Under no circumstances shall water from a hot tub, spa, jacuzzi or pool be permitted to drain onto the surface of the Lot on which the hot tub, spa, jacuzzi or pool is located, onto an adjacent Lot or into a lake. The construction of a hot tub, spa, jacuzzi or pool must be in compliance with the National Electrical Code and include the installation of a ground fault circuit interrupter. A hot tub, spa, jacuzzi or pool must be constructed within the applicable setbacks and it shall not encroach into any utility or drainage easement. Adequate space for landscaping may be required by the Committee if the hot tub, spa, jacuzzi or pool is visible from the street in front of the Lot.

Upon substantial completion of construction, the owner of the Lot shall notify the Corporation in writing. The Corporation, acting through the Committee or a third party engaged by the Corporation, shall have thirty (30) days from the date of receipt of the notice of substantial completion to inspect the improvements on the Lot to confirm compliance with the Restrictions and the approved plans. If construction of the

improvements has been completed in accordance with the Restrictions and the approved plans, the construction deposit shall be refunded. If the Corporation, acting through the Committee or a third party engaged by the Corporation to conduct the inspection, does not exercise its right of inspection within thirty (30) days of the date of receipt of the notice of substantial completion, the construction deposit shall be refunded. If, upon inspection, it is determined that either the improvements are not substantially completed, or, if substantially completed, the improvements have not been constructed in accordance with the Restrictions and the approved plans, the owner of the Lot will be notified by the Corporation in writing; in that event, the owner shall forfeit \$250.00 out of the deposit each thirty (30) day period (from the date of inspection) that the improvements are not substantially completed. Such notice shall identify each item that does not comply with the Restrictions and/or approved plans. In that event, the Corporation shall not be obligated to refund any portion of the construction deposit until such time that the owner of the Lot notifies the Corporation in writing that the non-conforming items have been corrected and the Corporation exercises its right to inspect the work, as provided in this paragraph. If a second inspection (or multiple inspections) of the improvements becomes necessary because either the improvements were not substantially complete at the time the owner notified the Corporation or the improvements were not constructed in accordance with the Restrictions and/or approved plans, the Corporation may deduct from the construction deposit a reasonable charge to cover the cost associated with each inspection after the initial inspection. Proper clean-up of the Lot is the responsibility of the owner at the owner's sole cost and expense.

2. The exterior of each building on a Lot must be kept in neat appearance and good condition and repair. All new construction must be completed in one hundred ninety (190) days of the date that construction begins. All construction work must be performed within the boundaries of the Lot. Materials used on the exterior of a building must be compatible with the types of exterior building materials predominantly used throughout the Subdivision. For each building constructed on a Lot after the effective date of these Restrictions, the roof of the building must be a fireproof material approved in writing by the Committee; provided that, in no event shall wood shingles be used. All materials used in the construction of a building on a Lot must be new; no used materials may be used in the construction of a residential dwelling, building or structure on a Lot without the prior written consent of the Committee. The owner of a Lot on which a building is constructed is responsible for the actions of the owner's contractor and is required to take action to assure that the owner's contractor complies with the Restrictions at all times during the duration of the project.

3. A residential dwelling constructed on a Lot after the effective date of these Restrictions must have a minimum of 1200 square feet of living space. As used in these Restrictions, "living space" includes all enclosed areas and screened porches, but does not include attached or unattached garages, carports, or storage units.

4. No residential dwelling, garage or other building or structure shall be located nearer to the front property line of a Lot than twenty (20) feet. No residential dwelling, garage or other building or structure shall be located nearer to a side or rear property line than five (5) feet.

5. No Lot shall be further subdivided and no portion less than the entirety of the Lot as shown on the applicable plat shall be conveyed by an owner to another party.

6. Easements for the installation and maintenance of utility and drainage facilities are reserved as shown on the recorded plats. If two (2) or more Lots are consolidated for the purpose of constructing one (1) residential dwelling on the resulting site, easements for utilities shall be based upon the resulting side and rear property lines.

7. A written application must be submitted to and approved by the Committee in writing prior to construction for all types of fencing, boat decks, floats, or other structural improvements proposed to be constructed on a Lot.

8. Any proposed construction or installation that may alter natural drainage of surface water must be approved by the Committee in writing prior to the construction or installation. Further, no grading on a Lot that may alter natural drainage of surface water is permitted unless approved in writing by the Committee prior to the commencement of the work.

#### IV.

#### ANNUAL MAINTENANCE FEE

1. Each owner in the Subdivision is subject to assessment of an annual maintenance fee payable to the Corporation. The amount of the annual maintenance fee payable by an owner in a particular assessment year shall be based upon the number of Lots in the Subdivision owned by such owner as of January 31<sup>st</sup> of the assessment year. The rates of the annual maintenance fee applicable in the assessment year in which the Restrictions become effective are as follows:

<u>Number of Lots owned</u>	<u>Annual Maintenance Fee</u>
1 or 2	\$119.00
3 or 4	\$238.00
at least 5 but not more than 9	\$357.00
10 or more	\$476.00

The annual maintenance fee shall be payable on or before March 1<sup>st</sup> of each year and shall be delinquent if not received by the Corporation by March 31<sup>st</sup> of the applicable year. The annual maintenance fees shall be used to maintain the roads, lakes and common areas, and to pay other expenses of the Corporation, including, without limitation, costs incurred to enforce these Restrictions. To secure payment of each annual maintenance fee, a continuing lien is hereby established for the benefit of the Corporation upon each Lot in the Subdivision owned by the owner against whom the annual maintenance fee is assessed. Such lien shall be subordinate to a lien for the purchase of a Lot. If an owner's assessment account is delinquent in any year, a late charge in an amount equal to twenty percent (20%) of the delinquent annual maintenance fees will be charged to the owner and added to the owner's assessment account.

2. The Board of Directors of the Corporation shall review the needs of the Subdivision from time to time to determine whether the amount of the annual maintenance fee is adequate to pay the costs to operate the Corporation. If it is



determined that the annual maintenance fee is not adequate, the Board may adjust the annual maintenance fee as deemed necessary; provided that, the Board shall not increase an annual maintenance fee more than ten percent (10%) above the annual maintenance fee charged in the prior year. Further, the Board shall not increase an annual maintenance fee more than one time within a twelve (12) month period. In the case of special circumstances or an emergency, the Board of Directors may call a special meeting of the Members for the purpose of voting on a special assessment for the year in which the meeting is held to pay costs incurred or to be incurred because of the special circumstances or emergency, such as, by way of example and not in limitation, clean-up or restoration costs resulting from a fire, hurricane or other natural disaster. The quorum requirement for a meeting under this paragraph shall be Members (present, in person or by proxy) holding not less than ten percent (10%) of the total number of votes in the Corporation which may be cast at the meeting. The proposed special assessment shall be approved upon the affirmative vote of Members representing not less than a majority of the votes entitled to be cast at the meeting. If a special assessment is proposed due to an emergency, the special meeting may be called and duly held upon five (5) days written notice to the Members. For purposes of this paragraph, an emergency is deemed to mean any condition or circumstance determined by the Board, in its reasonable, good faith judgment, to pose a threat of imminent harm to residents within the Subdivision or damage to property within the Subdivision.

#### V.

#### **RECREATIONAL FACILITIES; DURATION AND AMENDMENT; ENFORCEMENT; EXISTING CONDITIONS**

1. All recreational facilities within the Subdivision are for the exclusive use of the owners of Lots, their family members, tenants and guests. A guest is entitled to use the recreational facilities only if either accompanied by the owner, or with the knowledge and consent of the owner. Each person who uses the recreational facilities does so at his/her own risk. The owner is responsible for the actions of the owner's guests who use the recreational facilities. The Corporation reserves the right to prohibit a guest of an owner from using the recreational facilities for violation of any rule relating to the use of the recreational facilities, improper use of the recreational facilities, or conduct otherwise reasonably determined by the Board to be improper or inappropriate.

2. These Restrictions, as may be hereinafter amended, shall remain in effect until January 1, 2030, after which time the Restrictions shall be automatically extended for successive periods of ten (10) years each. The Restrictions shall be binding upon and inure to the benefit of and be enforceable by the Corporation, each owner of a Lot subject to the Restrictions and the respective heirs, legal representatives, successors and assigns of the Corporation and each owner. The Restrictions may be amended by an instrument approved in writing by a majority of the Members. Each written approval must be dated but the signature of a Member approving the amendment need not be acknowledged; provided that, a certificate signed and acknowledged by an officer of the Corporation must be attached to the amendment document verifying that the requisite number of Members approved the amendment and that such written approvals were obtained within the time period specified in this paragraph. For an amendment document to be valid, the approvals of a majority of the Members (as of the date of recording) must be obtained within one (1) year of the date of the first written approval

obtained. Further, no amendment shall be effective until the amendment document, to which the certificate of an officer of the Corporation and the written approvals of the Members are attached, is recorded in the Official Public Records of Real Property of Fayette County, Texas.

3. If any person shall violate or attempt to violate any provision in these Restrictions, the Corporation or any owner of a Lot in the Subdivision shall have the right to initiate proceedings at law or in equity against the person(s) violating or attempting to violate these Restrictions to prevent them from so doing or to recover damages or other dues from such violation or both. All costs and expenses incurred by the Corporation, including reasonable attorney's fees, to enforce the Restrictions shall be charged to the owner and secured by the lien created in Section IV, paragraph 1, of the Restrictions, subject to any notice requirements provided by law.

4. In the event that the owner of a Lot fails to comply with the provisions of these Restrictions and such failure continues after not less than ten (10) days written notice from the Corporation, the Corporation may, at its option, without liability to the owner or occupant of the Lot in trespass or otherwise, go onto the Lot and abate or remove the violation and take any other action deemed necessary to secure compliance with these Restrictions. The Corporation may charge all costs incurred to abate or remove the violation to the owner of the Lot. Payment of such costs shall be due within thirty (30) days of the date an invoice for the costs is delivered to the owner. Interest at the rate of ten percent (10%) per annum shall begin to accrue on such sum on the 31<sup>st</sup> day after the invoice is delivered to the owner.

5. The provisions of this instrument shall become effective upon recording. If a circumstance, condition or improvement ("Condition") exists as of the date this instrument is recorded and the Condition is in violation of the provisions of both the Deed Restrictions (as defined in the preamble) and this instrument, the Condition is required to be corrected to comply with the provisions of this instrument. If a Condition exists as of the date this instrument is recorded and the Condition is not in violation of the Deed Restrictions but it is in violation of the provisions of this instrument, the Condition shall not be required to comply with the provisions of this instrument. However, if a Condition that does not comply with this instrument as of the date of recording is voluntarily or involuntarily removed, or discontinued after the date this instrument is recorded, such Condition shall not be renewed or replaced in a manner inconsistent with the provisions of this instrument. The Corporation or any owner of a Lot in the Subdivision shall have the right to proceed with or initiate action against any person who is in violation of the Deed Restrictions so long as the Condition constituting a violation of the Deed Restrictions also violates the provisions of this instrument.

Executed on the date set forth below to certify the required approval, to be effective upon recording in the Official Public Records of Real Property of Fayette County, Texas.

210167

**EXHIBIT "A"**  
**TO**  
**AMENDED AND RESTATED DEED RESTRICTIONS**  
**OF**  
**CLEAR LAKE PINES SUBDIVISION**  
**SECTIONS ONE (1), TWO (2), THREE (3), AND FOUR (4)**

<u>SECTION</u>	<u>PLAT</u>	<u>DEED RESTRICTIONS</u>
Clear Lake Pines, Section One (1)	Volume 1, Page 12, Map Records of Fayette County, Texas	Volume 425, Page 217, Deed Records of Fayette County, Texas
Clear Lake Pines, Section Two (2)	Volume 1, Page 19, Map Records of Fayette County, Texas	Volume 427, Page 441, Deed Records of Fayette County, Texas
Clear Lake Pines, Section Three (3)	Volume 1, Page 25, Map Records of Fayette County, Texas	Volume 440, Page 288, Deed Records of Fayette County, Texas
Clear Lake Pines, Section Four (4)	Volume 1, Page 32, Map Records of Fayette County, Texas	Volume 462, Page 937, Deed Records of Fayette County, Texas