

**DECLARATION OF COVENANTS, CONDITIONS,
AND RESTRICTIONS OF HUNTER'S RIDGE**

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007833

Preamble

This Declaration of Covenants, Conditions, and Restrictions is made on _____, 2000, by Robert E. Krolczyk, "Declarant", whose mailing address is 13239 Gaby Virbo, Houston, Texas 77083.

Recitals

1. Declarant is the owner of all that certain real property ("the Property") located in Waller county, Texas, described as follows: Hunter's Ridge, an addition in Waller County, Texas, according to the map or plat thereof recorded at Clerk's file no. 007931 of the Official Real Property Records of Waller County, Texas.
2. The Declarant has devised a general plan for the entire Property as a whole, with specific provisions for particular parts and parcels of the Property. This general plan provides a common scheme of development designed to protect and safeguard the Property over a long period.
3. This general plan will benefit the Property in general, the parcels and lots that constitute the Property, the Declarant, and each successive owner of an interest in the Property.
4. Therefore, in accordance with both the doctrines of restrictive covenant and implied equitable servitude, the Declarant desires to restrict the Property according to these covenants, conditions, and restrictions in furtherance of this general development plan.
5. The terms of this Declaration are binding upon the Property effective immediately upon the recording hereof in the Real Property Records of Waller County, Texas.

NOW, THEREFORE, it is declared that all of the Property shall be held, sold, and conveyed subject to the following easements, restrictions, covenants, and conditions.

**ARTICLE 1
Definitions**

- 1.1. "Developer" means Declarant and its successors and assigns.
- 1.2. "Lot" means any of the numbered lots shown on the plat of Hunter's Ridge. The terms "Lot" does not include the Common Area.

- 1.3. "Owner" means the record owner or owners of the fee simple title to any Lot or portion of a Lot in the Property. "Owner" includes contract sellers but excludes persons having only a security interest.
- 1.4. "Common Area" means the entire Property except the Lots, subject to all easements and rights described in this Declaration.
- 1.5. "Association" means Hunter's Ridge Homeowners Association, Inc., an incorporated association consisting of all Owners, which shall have the duty of maintaining, operating, and managing the Common Area as provided in this Declaration. Each Owner shall become a member of the Association contemporaneously with acquiring a Lot, without any further documentation of any kind. The term "Association" shall also include any successors or assigns of the Hunter's Ridge Homeowners Association, Inc.
- 1.6. "Board" means the Board of Directors of the Association.

ARTICLE 2
Maintenance and Repair

- 2.1. The Association shall be responsible to repair and maintain the Common Area (including without limitation the private street, any entrance gates, any driveways, and any landscaping or plant life situated on any of the Common Area).

ARTICLE 3
Membership and Voting Rights

- 3.1. Membership. Every Owner of a Lot shall be a member of the Association. Membership shall be appurtenant to and may not be separated from ownership of any Lot. Ownership of such Lot shall be the sole qualification of membership.

ARTICLE 4
Covenant for Maintenance Assessments

- 4.1. Creation of the Lien and Personal Obligation of Assessments. Each Owner of any Lot, by acceptance of a deed therefor, whether or not it shall be so expressed in such deed, is deemed to covenant and agrees to pay to the Association:
 - (a) Annual assessments or charges; and
 - (b) Special assessments for capital improvements, or for other extraordinary expenses, such assessments to be established and collected as hereinbelow provided.

The annual and special assessments, together with interest, costs and reasonable attorney's fees, shall be a charge on the land and shall be a continuing lien upon the Lot and improvements thereon against which each such assessment is made. Each such assessment, together with interest, costs and reasonable attorney's fees, shall also be the personal obligation and debt of the person who was the Owner of such Lot at the time when assessment fell due. No Owner may exempt himself from liability for annual or special assessments, however, Developer is exempt from the payment of any annual or special assessments until such time as Developer has sold 6 of the Lots. The personal obligation for delinquent assessments shall not pass to said Owner's successors in title unless expressly assumed by said successor.

- 4.2. Purpose of Assessments. The assessments levied by the Association shall be used exclusively for the benefit of the residents of the Lots and for the improvement and maintenance of the Common Area.
- 4.3. Maximum Annual Assessments. Until January 1, 2001, the maximum annual assessment upon each Lot shall be Three Hundred and No/100 Dollars (\$300.00) per year, payable annually in advance on January 1st of each year. From and after January 1, 2001, the Board of Directors may fix the annual assessment.
- 4.4. Special Assessments. In addition to the annual assessments authorized above, the Association may levy, in any assessment year, as special assessment applicable to that calendar year only for the purpose of defraying, in whole or in part, the cost of an extraordinary expense, or for any construction, reconstruction, repair or replacement of a capital improvement upon the Property, including fixtures and personal property related thereto, provided that any such assessment shall have the assent of two-thirds (2/3rds) of the Members, who are voting in person or by proxy, at a meeting dully called for this purpose.
- 4.5. Notice and Quorum. Written notice of any meeting called for the purpose of any action authorized under Section 4.4 of this Article 4 shall be sent to all Members not less than fifteen (15) days nor more than thirty (30) days in advance of the meeting. At the first such meeting called, the presence of Members or of proxies entitled to cast one-half (50%) of all the votes of each class of membership shall constitute a quorum. If the required quorum is not present, another meeting may be called subject to the same notice requirement, and the required quorum at the subsequent meeting shall be two-thirds (2/3rds) of the required quorum at the preceding meeting. No such subsequent meeting shall be held more than thirty (30) days following the preceding meeting.
- 4.6. Rate of Assessment/Due Date. The total amount of annual and special assessments for all Lots in the Subdivision shall be allocated equally to each of the Lots. Each Owner shall pay such Owner's respective share of the total annual and special assessments for the Subdivision, same being one seventh (1/7th) of the total

Subdivision assessments per Lot unless Lot 4 is subdivided in accordance with Paragraph 5.9, in which case such assessments shall be allocated one eighth (1/8) per Lot. The annual assessments for each Lot shall be paid annually in advance and shall be due on January first (1st) of each year.

- 4.7. Interest on Unpaid Assessments. If any assessment is not paid within thirty (30) days after the due date, then such assessment shall be deemed delinquent. The Owner of a Lot upon which any assessment is delinquent shall pay interest on such delinquent assessments, which interest shall accrue beginning thirty (30) days after the due date, at a rate which is the lesser of (i) eighteen percent (18%) per annum, or (ii) the highest rate allowed by applicable usury laws then in effect. Additionally, the Owner of a Lot upon which delinquent assessments are owned shall pay the Association all costs of collection and reasonable attorney's fees incurred in collecting the delinquent amounts owed, regardless of whether suit is filed to collect such assessments.
- 4.8. Assessment Lien and Foreclosure. Each Owner of any Lot, by accepting a deed therefor, whether or not it shall be so expressed in such deed, shall be deemed to, and hereby does, covenant and agree to pay the Association all annual assessments or charges and all special assessments or charges as more particularly described in this Article 4. Such obligation to pay all annual assessments or charges and all special assessments or charges, and all costs of collection, interest and attorney's fees incurred in collection of assessments or incurred in the enforcement of the terms of this Declaration, shall be a lien against each Lot within the Property, which lien shall become effective upon the recording of this Declaration. All sums assessed in the manner provided in this Article, together with interest as provided in Section 5 hereof and the costs of collection, including attorney's fees as herein provided, constitute a continuing lien and charge on the Lot covered by such assessment, which shall bind such Lot in the hands of the Owner, and such Owner's heirs, devisees, personal representatives, successors or assigns. The aforesaid lien shall be superior to all other liens and charges against the said Lot, except only for tax liens and all sums unpaid on a mortgage lien or deed of trust lien of record. The Association shall have the power to subordinate the aforesaid assessment lien to any other lien. Such power shall be entirely discretionary with the Board and such subordination may be signed by an officer of the Association. Such lien for payment of assessments shall attach with the priority above set forth. Each Owner of any Lot, by accepting a deed therefor, whether or not it shall be so expressed in such deed, shall be deemed to, and hereby does, specifically authorize the Association to report to the Mortgagee of such Owner's Lot, any unpaid assessments which remains unpaid for longer than thirty (30) days after the same become due.
- 4.9. Enforcement of Assessment Lien.

- (a) The Association shall have the power to sell a Lot at public sale at an auction held between the hours of 10:00 o'clock a.m. and 4:00 o'clock p.m. on the first Tuesday of a month, if the provisions of Section 51.002 of the Texas Property Code, as amended, are complied with. The Board of Directors of the Association is specifically granted the power to designate a trustee in writing to conduct the sale pursuant to Section 51.002 of the Texas Property Code, as amended. The designation of a trustee to conduct the sale be in writing, executed by an officer of the Association, and recorded in the County Clerk's Office of Waller County, Texas. Such trustee shall be authorized to sell the Lot against which the maintenance assessment is owed, to execute and deliver to the purchaser or purchasers good and sufficient deeds of conveyance thereto by fee simple title, with covenants of general warranty, and the title of such purchasers or purchasers, when so made by the trustee, shall be warranted and defended forever by the Owner of such Lot sold. The trustee is also authorized to receive the proceeds of such sale which shall be applied to all reasonable costs and expenses of the sale, including attorney's fees and costs to obtain title evidence, and for all sums owed to the Association for the maintenance or other assessments plus accrued interest secured by the lien herein described. At the option of the Association, with or without any reason, a successor substitute trustee may be appointed if such appointment is in writing and recorded in the County Clerk's Office of Waller County, Texas. Any such sale of Lot pursuant to these provisions shall, without further notice, create the relation of landlord and tenant at sufferance between the purchaser of the Lot and the Lot Owner against whom the foreclosure proceedings were held. Upon failure of such former Lot Owner to surrender possession thereof immediately, then at any time after written notice has been given by the purchaser of the Lot addressed to the former Lot Owner at the Lot Owner's last known address (according to the records of the Association), the former Lot Owner or such other person occupying the premises on the Lot may be removed by writ of possession obtained by the Lot purchaser, either in the Justice of the Peace Court having jurisdiction and venue, or in any other court hereafter having jurisdiction and venue.
- (b) The Association may additionally institute suit against the Owner personally obligated to pay the Assessment and/or for foreclosure of the aforesaid lien judicially. The Association shall further have the right to exercise any and all other rights or remedies available to it at law or in equity.
- (c) In any foreclosure proceeding, whether judicial or nonjudicial, the Owner shall be required to pay the costs, expenses and reasonable attorney's fees incurred. The Association shall have the power to bid on the Property at any foreclosure sale, or other legal sale, and to acquire, hold, lease, mortgage, convey or otherwise deal with the same.
- 4.10. Property Exempt from Lien. The following property subject to this Declaration shall

be exempt from the assessments, charges and liens created herein:

- (a) All property dedicated and accepted by any local governmental authority and devoted to public use; and
- (b) All property owned by the Association.

ARTICLE 5
Use Restrictions and Architectural Standards
Residential Use Only

- 5.1. All Lots shall be used for single-family residential purposes only. "Single Family" is defined as the Owner plus the Owner's spouse, children, grandchildren and parents. However, Developer, as well as any other person engaged in the construction and sale of residences on the Property, shall have the right, during the construction and sale period, to use facilities as may be reasonably necessary or convenient for its business purpose of constructing and selling residences on the Property.
- 5.2. No noxious or offensive activity shall be conducted on any Lot that may be or may become an annoyance or nuisance to the neighborhood.
- 5.3. No structure not approved for residential use by the Board, including but not limited to trailers, mobile homes, manufactured homes, motor homes, tents, shacks, garages, and other outbuildings and accessory structures, shall be used on any Lot at any time as a residence, either temporarily or permanently.
- 5.4. No signs of any type shall be allowed on any Lot except one sign of not more than five square feet advertising the property sale or rent and a sign measuring no more than 6 inches by 12 inches on Lot 4. However, Developer, as well as any other person engaged in the construction and sale of a residence on the Property shall have the right, during the construction and sale period, to construct and maintain signs advertising the construction and sale.
- 5.5. No oil well drilling, development, or refining, and no mineral quarrying or mining operations of any kind shall be permitted on any Lot. No oil well, tank, tunnel, mineral excavation, or shaft shall be permitted on any Lot. No derrick or other structure designed for use in boring for oil, natural gas, or other minerals shall be erected, maintained, or permitted on any Lot.
- 5.6. No Lot shall be used or maintained as a dumping ground for rubbish or trash. All garbage and other waste shall be kept in sanitary containers and picked up weekly by a commercial garbage company. There shall be no burning or incineration of trash

- or garbage. Leaves or brush may be burned only upon prior notification to adjoining Owners.
- 5.7. No animals, livestock or poultry of any kind shall be raised, bred or kept on any Lot, except that (i) each Owner may maintain up to 1 horse per 2 acres; (ii) dogs, cats or other domesticated household pets, not to exceed a combined total of five (5) pets, may be kept, provided that they are not kept, bred or maintained for any commercial purposes; (iii) an Owner may raise domestic or exotic deer in compliance with Texas Parks and Wildlife regulations; (iv) the Owner of Lot 4 may breed horses commercially; and (v) each Owner may keep enough cows or goats to obtain or retain an agricultural exemption under guidelines set by the Waller County Appraisal District. No pigs or hogs may be kept on any Lot. The Lot must be properly fenced in order to contain such animals. Such fencing may not be made of barbed wire, except for the top strand.
 - 5.8. Buildings Permitted. No building shall be erected, altered or permitted to remain on any Lot other than one single-family residential dwelling, and such garages, barns and outbuildings as are authorized by the Architectural Control Committee. Each residence shall contain a minimum of 1800 square feet of living space, exclusive of garages, porches and balconies, and shall be constructed exclusively of new materials. Each residence shall be built on a concrete slab.
 - 5.9. Subdivision. No Lot shall be further divided or subdivided, nor may any easements or other interests less than the whole be conveyed by the Owner thereof without the prior written approval of the Board of Directors of the Association, except that Lot 4 may be divided into no more than 2 Lots, each Lot to contain at least 11.00 acres.
 - 5.10. Nuisance. It is further expressly provided that no activity shall be carried on upon any portion of the Property which might be reasonably considered as giving annoyance to Owners or neighbors of ordinary sensibilities or which might be considered to reduce the value or desirability of the Property. No part of any Lot shall be used (i) for the sale, display or storage of junk or used automobiles, (ii) for the sale, display or storage of any articles in connection with a commercial enterprise, or (iii) for any activity that shall constitute a public or private nuisance. No article deemed to be unsightly by the Board of Directors or the Architectural Control Committee, as the case may be, shall be permitted to remain on any Lot so as to be visible from adjoining Lots or from public or private thoroughfares. Without limiting the generality of the foregoing, boats, campers, wagons, trailers, motorcycles and garden maintenance equipment shall be kept at all times, except when in actual use, within the garage or otherwise screened from sight from the Common Areas. No Owner of a Lot shall allow improvements to fall into disrepair, and all buildings shall be kept in a first class condition, consistent in appearance with the other buildings on the Property. No noise shall be permitted to exist or operate upon any

Lot which is offensive or detrimental to any other Owner or an occupant.

- 5.11. Exterior Walls/Roofing Materials. All exterior walls and all roofing materials used on any building on a Lot shall first be approved in writing by the Board of Directors or the Architectural Control Committee, as the case may be, as to type, color, style and material.
- 5.12. Fire or Other Casualty. If a building located on a Lot is damaged or destroyed by fire, windstorm, flood or other casualty, the Owner of such structure shall complete the repair of the damaged structure to its original condition and state within six (6) months after the date of such fire or other casualty.
- 5.13. No permanent structure will be erected within 30 feet of a property line.
- 5.14. No tracked vehicle (bulldozers, etc.) will be permitted to travel on the Common Area. All such vehicles must be trailered. Any Owner violating this restriction shall be liable to the Association for any damage to such Common Areas.
- 5.15. The discharge of firearms is strictly prohibited.
- 5.16. No commercial or business activity of any kind shall be allowed on any of the Lots with the following exceptions:
 - (i) Owners may maintain a home office so long as such activity is limited to phone, fax or modem use and the Owner does not maintain any employees or receive customers at such home office.
 - (ii) The Owner of Lot 7 shall be permitted to carry on a grading and brush clearing business and to store on Lot 7 the equipment necessary for such business.
 - (iii) All Owners are permitted to conduct business of a "rural" nature such as stump grinding or brush clearing, provided that no signs are erected advertising such business, all equipment necessary for such business is stored out of sight from the Common Area and other Lots when not in use, the business operations are actually performed away from the Property and such business does not constitute a nuisance to the other Owners.
- 5.17. No Warranty of Enforceability. While Declarant does not believe that any of the restrictive covenants or other terms or provisions contained in this Article 5 or elsewhere in this Declaration are or may be invalid or unenforceable for any reason or to any extent, Declarant makes no warranty or representation as to the present or future validity or enforceability of any such restrictive covenants, terms or

provisions. Any Owner acquiring a Lot in reliance on one or more of such restrictive covenants, terms or provisions shall assume all risks of the validity and enforceability thereof and, by acquiring the Lot agrees to hold Declarant harmless therefrom.

ARTICLE 6
Compliance With Provisions of Declaration

Each Owner shall comply strictly with the provisions of the Declaration. Failure to comply with any of the provisions of the Declaration shall constitute a violation of the Declaration, and shall give rise to a cause of action to recover sums due for damages, costs and attorney's fees, and injunctive relief, maintainable by the Board of Directors on behalf of the Association or by an aggrieved Owner.

ARTICLE 7
Private Street Easement

Each Owner, subject to the restrictions contained herein, shall have the non-exclusive right to use the private street as described on the plat of the Property for the purpose of ingress and egress to and from his Lot. This private street easement is dedicated for use as a private drive to be used by the Owners, occupants, tenants and invitees of an Owner. No vehicle or other object of any sort or description shall be permitted to be placed on the private street easement at any time. The private street easement shall specifically not be used for parking of vehicles.

ARTICLE 8
Insurance and Taxes

- 8.1. Insurance: General Provisions. The Board of Directors of the Association shall have the authority, but not the obligation, to obtain insurance as follows:
- (a) Comprehensive public liability and property damage insurance against claims for personal injury or death or property damage suffered by the public or any Owner, the family, agent, employee or invitee of any Owner, occurring in, on or about the Common Area or upon, in or about the private driveways, roadways, walkways and passageways, on or adjoining the Property, which public liability and property damage insurance shall afford protection to such limits as the Association shall deem desirable. Such liability and property damage insurance policy shall contain a cross-liability endorsement wherein the rights of named insured under the policy or policies shall not prejudice his, her or their actions against another named insured.
 - (b) Such worker's compensation insurance as may be necessary to comply with applicable laws, as determined by the Board of Directors of the Association.
 - (c) Employer's liability insurance in such amount as the Association may deem

desirable, as determined by the Board of Directors of the Association.

- (d) Fidelity bonds indemnifying the Association, the Board of Directors of the Association and the Owners from loss of funds resulting from fraudulent or dishonest acts of any employee of the Association or of any other person handling the funds of the Association in such an amount as the Board of Directors of the Association may deem desirable.
- (e) Such other insurance in such reasonable amounts as the Board of Directors of the Association shall deem desirable.

The premiums for all insurance acquired on behalf of the Association or the Owners pursuant to the provisions hereof shall be borne by the Association.

All insurance provided for in this Section shall be effected under valid and enforceable policies issued by insurers of recognized responsibility authorized to do business in the State of Texas. All policies of insurance of the character described in subsection (a) of this Section 8.1 shall name as insureds the Association; shall be without contradiction with regard to any other such policies of insurance carried individually by any Owner.

ARTICLE 9
Architectural Control

- 9.1. Submission of Plans: Architectural Control Committee. No building, fence, wall or other structure shall be commenced, erected or maintained upon the Property nor shall any exterior addition to or change or alteration to any property be made until blueprints and specifications showing the shape, height, materials, and location of the same shall have been submitted to and approved in writing as to harmony of external design and location in relation to surrounding structures by the Board of Directors of the Association, or by an Architectural Control Committee composed of three (3) or more representatives appointed by the Board of Directors. Blueprints and specifications shall not be deemed submitted unless so evidenced by certified mail receipt or receipt signed by a member of the Board of Directors. In the event said Board, or its designated committee, fails to approve or disapprove such design and location within thirty (30) days after said plans and specifications have been submitted to it, approval will for purposes hereof be deemed approved and this Article will be deemed to have been fully complied with. Notwithstanding the foregoing, the Board of Directors or the Architectural Control Committee, as the case may be, may postpone a decision on plans for up to thirty (30) additional days upon written notice of the Owner who submitted the plans, if the board of Directors or the Architectural Control Committee determines, in its sole discretion, that additional information or material is required in order to make a decision concerning the plans and specifications submitted. The Owner submitting the plans shall immediately

comply with any such request for additional information or material.

- 9.2. Architectural Control Committee Rules. The Board of Directors or the Architectural Control Committee, as the case may be, shall have the authority to adopt such procedural and substantive rules, not in conflict with this Declaration, as it may deem necessary or appropriate for the performance of its duties hereunder. Such rules shall be distributed to Owners of Lots.
- 9.3. Conformity. The Board of Directors or the Architectural Control Committee, as the case may be, shall exercise reasonable and prudent judgment to see that the exterior design and location of all improvements, landscaping and alterations on Lots within the Property conform to and harmonize with the surrounding homes and character of the improvements on the Lots.
- 9.4. Variances. The Board of Directors or the Architectural Control Committee, as the case may be, may grant variances from compliance with any of the building, construction or architectural related provisions of this Declaration, when, in the opinion of the Board or the Committee, in its sole and absolute discretion, such variance is justified due to unusual circumstances. All variances must be evidenced in writing and must be signed by at least a majority of the members of the Board of Directors or of the Architectural Control Committee, as the case may be. If a variance is granted, no violation of this Declaration shall be deemed to have occurred with respect to the matter for which the variance was granted. However, the granting of such variance shall not operate to waive or amend any of the terms and provisions of this Declaration for any purpose except as to the particular Lot and in the particular instance covered by the variance, and such variance shall not be considered, to establish a percent for any future waiver, modification or amendment of the terms and provisions hereof.
- 9.5. No Waiver of Future Approvals. The approval or consent of the Board of Directors or the Architectural Control Committee, as the case may be, to any plans or specifications shall not be deemed to constitute a waiver of any right to withhold approval or consent as to similar plans and specifications in the future, nor shall such approval or consent be deemed to set a precedent for future approvals.
- 9.6. Non-liability of Directors or Committee Members. Neither the Board of Directors or the Architectural Control Committee, as the case may be, nor any member thereof, shall be liable to any Owner or to any other person for any loss, damage or injury arising out of the performance of architectural control duties under this Declaration, or the exercise of any discretionary rights of consent or approval hereunder, unless such loss, damage or injury is due to willful misconduct or gross negligence on the part of such Board member or Committee member.

ARTICLE 10
General Provisions

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Enforcement

- 10.1. The Developer or the Association or any Owner shall have the right to enforce, by any proceeding at law or in equity, all restrictions, conditions, and reservations imposed by this Declaration. Failure to enforce any covenant or restriction shall not be deemed a waiver of the right of enforcement either with respect to the violation in question or any other violation. All waivers must be in writing and signed by the party to be bound.

Severability

- 10.2. Invalidation of any one of these covenants or restrictions by judgment or court order shall in no way affect any other provision, and all other provisions shall remain in full force and effect.

Covenants Running with the Land

- 10.3. These easements, restrictions, covenants, and conditions are for the purpose of protecting the value and desirability of the Property. Consequently, they shall run with the real property and shall be binding on all parties having any right, title, or interest in the Property in whole or in part, and their heirs, successors, and assigns. These easements, covenants, conditions, and restrictions shall be for the benefit of the Property, each Lot, and each Lot Owner.

Duration and Amendment

- 10.4. The covenants, conditions, and restrictions of this Declaration shall be effective for a term of 20 years from the date this Declaration is recorded, after which period the covenants, conditions, and restrictions shall be automatically extended for successive periods of 10 years subject to termination by an instrument signed by more than 50 percent of the Owners. The covenants, conditions, and restrictions of this Declaration may be amended by an instrument signed by more than 75 percent of the Owners. Neither any amendment nor any termination shall be effective until recorded in the Official Real Property Records of Waller County, Texas, and until all requisite governmental approvals, if any, have been obtained.

Attorneys' Fees

- 10.5. If any controversy, claim, or dispute arises relating to this instrument, its breach, or enforcement, the prevailing party shall be entitled to recover from the losing party reasonable expenses, attorneys' fees, and costs.

Liberal Interpretation

- 10.6. This Declaration shall be liberally construed to effectuate its purpose of creating a uniform plan for the Property.
- 10.7. Amendment by Declarant. Notwithstanding anything contained herein to the contrary, Declarant reserves and shall have the continuing right as long as Declarant holds a majority of the votes of the Association, without the consent of other members or the representatives of any mortgagee, to amend this Declaration for the purpose of clarifying or resolving any ambiguities or conflicts herein, correcting any inadvertent misstatements, errors or omissions herein, provided that no such amendment shall substantially change the intent of this Declaration or change the stated number of Lots herein, without the joinder or written consent of such Lot Owner or Owners so affected by any such amendment and the mortgagee holding a first lien upon the Lot or Lots so affected.

This Declaration is executed this 5th day of December, 2000.

DECLARANT:

Robert E. Krolczyk
Robert E. Krolczyk

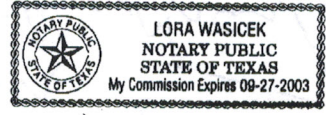
STATE OF TEXAS §
 §
COUNTY OF WALLER §

This instrument was acknowledged before me this 5th day of December, 2000, by Robert E. Krolczyk.



Lora Wasicek
Notary Public, State of Texas

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Filed for Record

Dec. 5

A.D., 2000 at 2:52 o'clock P.M.

RECORDED

Dec. 6

A.D., 2000 at 1:50 o'clock P.M.

CHERYL PETERS, County Clerk, Waller County, Texas

By Stephanie Thompson Deputy