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THE STATE OF TEXAS
COUNTY OF MONTGOMERY

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337-01-1055

RESTRICTIONS AND COVENANTS GOVERNING
CLEARWATER POINT SUBDIVISION
MONTGOMERY COUNTY, TEXAS

REAL PROPERTY RECORDS

8517519

THAT, whereas, CLEARWATER POINT, Ltd., a Texas Limited Partnership, hereinafter called DEVELOPER, is the owner and developer of all lots in CLEARWATER POINT SUBDIVISION, a subdivision in the Abraham Pevehouse Survey A-423 Montgomery County, Texas according to that plat recorded in Cabinet E, Page 88 A&B, Map Records of Montgomery County, Texas

WHEREAS, it is the desire of DEVELOPER to place restrictions, covenants, conditions, stipulations, reservations, and easements upon and against all such lots in order to create and carry out a uniform plan for the improvement, development, and sale of the lots therein for the benefit of the present and future owners of said property;

NOW, THEREFORE, the covenants, conditions, restrictions and easements, hereinafter set out, shall be, and the same are, made applicable to CLEARWATER POINT SUBDIVISION and shall apply uniformly to all lots in their use, occupancy and conveyance of all such lots and each contract or deed which may be executed with the regard to any of such lots shall conclusively held to be executed, delivered, and accepted subject to the following covenants, conditions, restrictions, and easements as though set out in full or by reference in said contract or deed:

1. GENERAL LAND USE:

All lots shall be used for single family residential purposes only and any commercial activity on such lots is expressly prohibited.

All residential structures shall contain not less than 1,000 square feet of first level living area, excluding garages, carports, porches and no mobile homes shall be allowed. Once construction has started on a building of any type, it shall be completed within six (6) months from the time construction commenced. If the building is not completed within that period of time, appropriate legal action can be taken to require the owner to remove the incomplete portion of the building from the premises. Also, all structures shall have no more than three (3) stories, and if the home is built on piers then the underneath portion shall be considered the first floor.

2. BUILDING LOCATIONS:

All structures must be placed at least 20 feet from the property line fronting any street, 10 feet from the rear property line and at least 3 feet from the side lot line on, or as indicated by the building lines and utility easements

shown on the plat for the Subdivision. If physical shape prohibits owner of said lot from obeying this rule, then said requirement may be waived by written waiver executed by the present Architectural Control Committee. Residential buildings on corner lots shall face the street upon which the lot fronts as shown by the recorded map of the subdivision. The front of the lot is defined as being the property line having the smallest dimension on a street. On certain irregular shaped lots, the facing of the residence is hereby declared to be under the supervision and control of the Architectural Control Committee. No structure may be built or located on any lot without the written approval of the Architectural Control Committee.

3. RESIDENT SUBDIVIDING:

No tract shall be subdivided nor shall there be more than one (1) residence per tract.

4. NUISANCES:

No noxious or offensive activity shall be permitted upon any lot, nor shall anything be done thereon which may be or become an annoyance or nuisance to the neighborhood.

5. TEMPORARY STRUCTURES:

No structure of a temporary character, trailer, basement, tent, shack, garage except for living quarters contained therein for bona fide servants) barn or other outbuildings shall be used on any lot at any time as a residence either temporarily or permanently.

6. SIGNS:

No signs of any kind shall be displayed to the public view on any lot except one sign of not more than eight (8) square feet advertising the property for sale or rent, or signs used by a manufacturer to advertise the property during the construction and sales period.

7. PIERS, BOATSLIPS AND BOATHOUSES:

Piers, boatships, and/or boathouses may be constructed on any lot provided written approval is obtained from the San Jacinto River Authority and from the Architectural Control Committee. All boatslips, piers, and/or boathouses shall be located at least five (5) feet from the property line.

8. FENCES:

Fences may be constructed on all lots provided that they are no more than 4 feet high and their design is approved in writing by the Architectural Control Committee.

9. LIVESTOCK AND POULTRY:

No animals, livestock, or poultry of any kind shall be raised, bred or kept on any lot except that not more than two (2) dogs, cats or other household pets may be kept provided that they are not kept, bred, or maintained for any commercial purposes. All animals shall be kept within the boundaries of the lot unless accompanied by owner.

10. GARBAGE AND REFUSE DISPOSAL:

No lots shall be used or maintained as a dumping ground for rubbish. Trash, garbage and other waste shall be kept in sanitary containers. All incinerators or other equipment for storage or disposal of such material shall be kept in a clean and sanitary condition. The burning of trash, garbage or other debris on any tract is prohibited.

11. SEWAGE DISPOSAL:

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All dwelling structures placed upon any tract shall contain sanitary facilities including toilets, wash basin, tub or shower, and the same must be connected to a functional sanitary system approved by the appropriate government authority. The use of septic tank systems is expressly prohibited.

12. CUTTING WEEDS AND DRAINAGE:

Grass, vegetation, and weeds on each lot shall be cut as often as necessary in order to maintain the same in a neat and attractive appearance. Likewise, all drainage ditches shall be maintained in the same manner and shall be unobstructed at all times. Any bridge or culvert constructed over property line ditches shall be of concrete or steel pipe and shall be a minimum of twenty-four (24") inches in diameter. Nothing may be done by an owner, his grantees or assigns which will result in changing or altering or interfering with the existing drainage or water across a lot or any adjacent property.

13. FIREARMS:

The use or discharge of firearms in the Subdivision is strictly and expressly prohibited.

14. VEHICLES AND PARKING:

No vehicles, boats, motor homes, recreational vehicles or travel trailers, or parts thereof, may be parked in the streets. No inoperative motor vehicle will be stored or parked on the premises. All vehicles parked on any lot or shall have a current license tag and state inspection sticker. No (1B) wheel trucks or construction trucks shall be allowed, kept, or parked inside the development. All owners agree that they will use the streets in a safe, lawful, reasonable and courteous manner.

15. OFF-STREET PARKING:

Both prior to and after the occupancy of a dwelling on any lot, the owner shall provide for appropriate space for off-street parking for vehicle, boat, motor homes, recreational vehicles or travel trailers.

16. CUTTING LIMBER AND REMOVAL OF DIRT:

The digging and removal of dirt, gravel, iron ore, or any other surface substance is expressly prohibited except as may be necessary in conjunction with the landscaping of or construction on such lot. There shall be no timber cut or trees removed on such lot except as may be necessary in the construction of a dwelling.

17. OIL, MINING AND DRILLING OPERATIONS:

No oil drilling or development operations, quarrying or mining operations, or drilling for waterwells or wells of any kind shall be permitted upon or in any lot. No wells, tanks, tunnels, minerals excavations or shafts shall be permitted upon or in any lot.

18. RIGHT OF MORTGAGEES:

Any violation of any of the easements, agreements, restrictions, reservations, or covenants contained herein shall not have the effect of impairing or affecting the rights of any mortgagee, guarantor, or trustee under any mortgage or deed of trust outstanding against the lot, at the time that the easement, agreements, restrictions, reservations or covenants are violated.

19. SEVERABILITY:

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The invalidity, abandonment or waiver of any one of these covenants, reservations, easements, and restrictions shall in no way effect or impair the other covenants, reservations, easements and restrictions which shall remain in full force and effect.

20. UTILITY EASEMENTS AND CHARGES:

There are dedicated and reserved permanent unobstructed easements including a three (3) foot utility easement over, under, along and across the side of each lot, and a 10 foot utility easement along, under and across the front line of each lot, which said easements shall be a burden and charge against such lots over which said easements extend. The utility easements shown hereon include the right to remove all trees within the easements and the right to trim overhanging trees and shrubs located on property adjacent thereto, also to construct any drainage ditches that might be necessary to the proper drainage of the subdivision. The owner of each lot in the subdivision shall, at his own cost, furnish, install, own and maintain (all in accordance with the requirements of local governing authorities and the National Electric Code) the underground service cable and appurtenances from the point of the electric company's metering on the customer's structure to the point of attachment at such company's installed transformers or energized secondary junction boxes, such point of attachment to be made available by the electric company at a point designated by such company, at the property line of each lot. The electric company furnishing service shall make the necessary connections at said point of attachment and at the meter. In addition, the owner of each lot shall, at his own cost, furnish, install, own and maintain a meter loop (in accordance with the ten current standards and specifications of the electric company furnishing service) for the location and installation of the meter of such electric company for the residence constructed on such owner's lot.

21. UTILITY SERVICE:

For beautification and safety reasons, all utility and cable lines from the road to the home shall be underground and shall be installed by a licensed installer.

22. UTILITY RESERVATIONS:

The following reservations and easements shall be considered a part of and be construed as being adopted in each and every contract, deed or other conveyance executed or to be executed in the conveyance of the various lots in CLEARWATER POINT SUBDIVISION.

- A. The developer, his successors and assigns shall have the right to construct, erect, and maintain over, along, upon and under the several streets, drives, lanes, roads, easements and reserve areas, as shown on the above mentioned subdivision plat of CLEARWATER POINT wires, poles for the purpose of construction and maintaining a system of electric lights, power, telegraph and telephone lines and connections, and to construct, lay and maintain along, in and under any and all of said streets, lanes, drives, roads, easements, and reserve areas all pipe conduits, valves and other necessary and proper equipment for the construction of systems of drainage, sewage and water supply (retaining also the right to grant or deny to area beyond said SUBDIVISION connection privileges on said drainages, sewage or water systems), gas light and power, telegraph and telephone service and other utilities in the SUBDIVISION and the lot owners therein; and for all purposes incident to the development and use of said property as a

community unit and subdivision.

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B. It is agreed and understood that the title conveyed to any lot or parcel of land in said SUBDIVISION by contract, deed or other conveyance shall not in any event be held or construed to include the title to the water, gas, sewer, electric lights, electric power or telephone or telegraph lines, poles or conduits or any other utility or appurtenances thereto constructed by CLEARWATER POINT or any public utility companies through, along or upon any portion of the hereinabove mentioned streets, drives, lanes, roads, easements, and reserve areas, and the right to maintain, repair, sell or lease such lines, utilities, and appurtenances as hereby expressly reserved by CLEARWATER POINT

23. TERMS:

These covenants of restrictions are to run with the land and shall be binding on all owners of lots in CLEARWATER POINT SUBDIVISION, and all personal claiming under them until January 1, 2000, after which time said covenants and restrictions shall be automatically extended for successive periods of ten (10) years unless an instrument signed by the then owners of a majority of the lots is filed for record in Montgomery County, Texas, altering rescinding or modifying said covenants and restrictions in whole or in part.

24. MAINTENANCE FUND:

Each lot shall be subject to a monthly maintenance charge to be used for the purpose of maintaining all common areas, maintenance and installation of streets, paths, parks, pathway esplanades, 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 property of which it considers to be a general benefit to the owners or occupants of the property covered by these restrictions. Such fund may also be used for the purpose of enforcement of all covenants and restrictions of this section or subsequent sections of Clearwater Point. The amount of the maintenance charge shall be set by the Administrator of the funds from time to time subject to the limitations contained herein.

The developer shall collect and maintain control over the maintenance fund and administer same until all of the lots in Clearwater Point Subdivision are sold by Deed or Contract or until January 1, 1995, whichever comes first, or at any earlier time if developer so elects. At that time the administration of such fund shall be transferred to the Property Owner's Association. No association, group, corporation, individual or entity other than the association to be formed pursuant to these restrictions shall be authorized to collect and administer the maintenance fund.

The maintenance charge shall be paid monthly beginning with the first monthly payment. The maintenance charge will not accrue against any lot in which the legal and/or equitable title is vested in Clearwater Point Subdivision, notwithstanding that a lot may have been previously sold by a Deed or Contract and title thereto reverted back to Clearwater Point Subdivision. During the time that such fund is administered by the developer, the monthly charge shall not exceed Twenty and No/100 (\$20.00) Dollars per month. However, after the Property Owner's Association assumes administration of responsibilities, the Association may adjust such rates pursuant to the rules and regulations of the Association. Interest on past due charges shall accrue at the highest rate allowable by law from date of delinquency. The payment of such maintenance fund shall be secured by a Vendor's Lien to insure payment of such maintenance charge in accordance with the provisions of law. 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.

The administrator of funds shall have the sole discretion as to how such money shall be used to comply with the provisions of this paragraph. During all times that Clearwater Point is the administrator of such funds it shall maintain the proceeds in an account separate and apart from all other accounts of Clearwater Point, and shall keep accurate records of all receipts and disbursements. In the event Clearwater Point is compelled to advance its own funds to defray expenses of maintenance of the facilities and properties to be maintained by the fund, Clearwater Point shall be entitled to repayment at such time as the fund is sufficient.

25. ARCHITECTURAL CONTROL COMMITTEE:

The developer of Clearwater Point Subdivision, the Architectural Control Committee for Clearwater Point Subdivision, or any property or lot owner in Clearwater Point Subdivision, shall be able to prosecute any proceedings at law or in equity against the person or person violating or attempting to violate any of the covenants, reservations, easements and restrictions set out herein. The covenants, reservations, easements and restrictions set out herein are for the benefit of the undersigned, its successors and assigns, and equally for the benefit of any property owner or lot owner or any subsequent property owner or lot owner in Clearwater Point Subdivision, and his heirs, administrator and assigns. Accordingly, all the covenants, shall be construed to be covenants running with the land, enforceable at law or in equity by any one or more of said parties. In the event it becomes necessary to employ legal counsel to enforce these covenants, reservations, easements and restrictions, any person in violation of these restrictions shall be liable and responsible for reasonable costs incurred in such enforcement efforts, including all costs of court and other expenses incurred.

No building or other improvements shall be erected, placed or altered on any lot until the construction plans and specifications and a plan showing the location of the structure or improvements have been approved by the Architectural Control Committee as to use, quality of workmanship and materials, harmony of external design with existing structures, and as to location with respect to topography and finished grade elevation. The Architectural Control Committee is composed of two (2) members whose names are Michael B. Stoecker and Jack Neubauer. The developer reserves the right to remove any member from the Committee at any time and designate a successor to fill any vacancy. The developer further reserves the right to assign the authority it has under these restrictions. The members of the Committee shall not be entitled to any compensation for services performed pursuant to this covenant. The powers granted herein and the duties of the Architectural Control Committee shall cease and terminate on the first day of January, 1995, and the approval required by this paragraph shall devolve upon the Property Owner's Association. The Property Owner's Association thereafter shall exercise the same powers and duties granted herein to the Architectural Control Committee.

The Committee's approval or disapproval as required herein shall be in writing. If the Committee fails to give written approval or disapproval within 30 days after the plans and specifications have been submitted to it, or, in any event, no suit to enjoin the construction has been commenced prior to

the completion of the improvements, written approval shall not be required and the related covenants shall be deemed to have been satisfied. The Architectural Control Committee, at its sole discretion, is hereby permitted to approve deviations in instances where, in its judgment, such deviation will result in a more commonly beneficial use. This approval must be in writing.

26. PROPERTY OWNER'S ASSOCIATION:

The developer shall cause a Property Owner's Association to be organized and formed as 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 these restrictions and all supplemental or amended restrictions.

The Property Owner's Association shall consist of all of the owners of lots in Clearwater Point Subdivision including these sections or any other sections which may subsequently be developed on this tract or adjacent land. The name of the Association shall be Clearwater Point Property Owner's Association. Each lot owner from all sections shall be a member of such Association and entitled to one (1) vote for each lot owned. The Association shall be governed by a Board of Directors, and the developer shall name and select the initial members of the Board of Directors. The initial Board of Directors shall serve for a term of three (3) years and thereafter until each successor is duly elected and qualified.

Such Association may adopt such By-Laws, Rules and Regulations as it deems appropriate consistent with these restrictions.

The developer shall be considered a member of the Association if it owns legal title to any lot in the subdivision which has not been conveyed to a third party by Contract of Sale or Deed.

HEADINGS:

All sections and paragraph headings used herein are for convenience only, and shall have no efficacy in construing any of the restrictions, covenants, or conditions herein contained.

DATED this 30th day of April 1985.

CLEARWATER POINT LTD.,
a Texas Limited Partnership

By: 
MICHAEL B. STOECKER
General Partner

337-01-1062

THE STATE OF TEXAS
COUNTY OF MONTGOMERY

BEFORE ME, the undersigned, a Notary Public in and for said County and State, on this day personally appeared MICHAEL B. STOECKER, General Partner of Clearwater Point Ltd., known to me to be the person whose name is subscribed to the foregoing instrument and acknowledged to me that he executed the same for the purposes and consideration therein expressed.

GIVEN UNDER MY HAND AND SEAL OF OFFICE, this 30th day of April, 1985.



My Commission Expires:

Marie Lacy Heintz
(signature of Notary Public)

MARIE LACY HEINTZ, Notary Public
In and for the State of Texas
My commission expires Sept. 28, 1988

(type or print name of Notary)
Notary Public in and for
Montgomery County, Texas

FILED FOR RECORD
1985 APR 30 PM 12:00
Roy Harris
COUNTY CLERK
MONTGOMERY COUNTY, TEXAS

STATE OF TEXAS
COUNTY OF MONTGOMERY
I hereby certify that this instrument was filed in the Public Records on the date and at the time stamped herein by me, and was duly RECORDED in the official Public Records of Real Property of Montgomery County, Texas.

APR 30 1985

Roy Harris
COUNTY CLERK
MONTGOMERY COUNTY, TEXAS

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**BYLAWS OF CLEARWATER POINT
PROPERTY OWNER'S ASSOCIATION**

ARTICLE I

Definitions

As used herein, the term "Declaration" shall mean that certain Restrictions and Covenants Governing Clearwater Point Subdivision, Montgomery County, Texas dated April 30, 1985, executed by the Association by and through the Clearwater Point, Ltd. General Partner, recorded under County Clerk's File No. 8517519 in the Official Real Property Records of Montgomery County, Texas, and relating to certain real property located in Montgomery County, Texas, as more particularly described therein; and the terms used herein, unless otherwise indicated, shall have the same meanings as set forth in the Declaration.

ARTICLE II

Offices

Section 2.01. Principal Address. The principal address of Clearwater Point Property Owner's Association (the "Association") shall be at P.O. Box 926, Willis, Texas 77378. The Association may maintain such other business offices within the State of Texas as the Board may from time to time establish.

Section 2.02. Registered Office and Registered Agent. The Association shall have and continuously maintain in the State of Texas, a registered office and a registered agent for service as required by the Texas Non-Profit Corporation Act. The registered office may be, but need not be, identical with the principal office of the Association in the State of Texas, and the address of the registered office and registered agent may be changed from time to time by the Board of Directors.

ARTICLE III

Members

Section 3.01. Membership. Each and every owner, by virtue of being an owner, automatically shall be a member of the Association and, thereafter, shall remain such for as long as such ownership continues. The voting owners shall include all owners of assessable property and each such voting owner shall be entitled to one vote for each lot owned; provided, however, that there shall not be more than one voting owner on account of ownership in any single lot. If the voting owner consists of more than one person, such persons shall decide who among themselves shall cast the vote.

Section 3.02. Certificate of Membership. The Association may (but shall not be obligated to) issue to each member, certificates, cards or other instruments evidencing membership rights. Such documents, if issued, may be in such form or forms as the Board of Directors may approve, and shall be signed by the President or a Vice President, and by the Secretary or an assistant Secretary, of the Association. If issued, such documents shall be consecutively numbered and a record of such issuance maintained.

Section 3.03. Transfer of Membership. Membership in the Association shall be appurtenant to and pass with the title of any lot and may not be in any manner alienated or encumbered, except as an appurtenance thereto, as part and parcel thereof; provided, however, that no such change in ownership shall be effective for voting purposes, unless and until the Association is given actual notice and is provided satisfactory proof thereof. When more than one person holds satisfactory proof thereof. When more than one person holds an interest in any lot, all such persons shall be members.

Section 3.04. Suspension of Membership Rights. The membership right of a member (and the privileges of other persons claiming through such member) may be suspended by the Board of Directors for (a) any period during which the annual and special assessments or maintenance charges assessed to such member pursuant to the amended declaration remain delinquent and unpaid, or (b) any reasonable period up to but not in excess of ninety (90) days in connection with the enforcement of any of the Association's rules and regulations relating to Association lands.

ARTICLE IV

Members' Meetings

Section 4.01. Annual Meetings. An annual meeting of members for the election of directors and for the transaction of all other business which may come before the meeting shall be held at such time and place designated by the Board of Directors, each year. Failure to hold any annual meeting or meetings shall not work a forfeiture or dissolution of the Association.

Section 4.02. Special Meetings. Except as otherwise provided by law or by the articles of incorporation, special meetings of the members may be called by the President, the Board of Directors or the holders of not less than one-tenth of the votes entitled to be cast at such meeting, special meetings shall be held pursuant to notice at such time and place as may be stated in the notice calling such meeting. Business transacted at any special meeting of members shall be limited to the purpose stated in the notice of such meeting given in accordance with the provisions of Section 4.03.

Section 4.03. Notice of Meetings - Waiver. Written or printed notice of each meeting of members stating the place, day and hour of any meeting and, in case of a special members' meeting, the purpose or purposes for which the meeting is called, shall be delivered not less than ten (10) nor more than fifty (50) days before the date of such meeting, either personally or by mail, by or at the discretion of the President, the Board of Directors, or the persons calling the meeting, to each member entitled to vote at such meeting. If mailed, such notice shall be deemed

to be delivered when deposited in the United States mail addressed to the member at his address as it appears in the records of the Association, with postage thereon prepaid. Such further or earlier notice shall be given as may be required by law. The signing by a member or a written waiver of notice of any member's meeting, whether before or after the time stated in such waiver, shall be equivalent to the receiving by him of all notice required to be given with respect to such meeting. Attendance by a member, whether in person or by proxy, at a members' meeting shall constitute a waiver of notice of such meeting. No notice or any adjournment of any meeting shall be required.

Section 4.04. Fixing of Record Date. For the purpose of determining members entitled to notice of, or to vote at, any meeting of members or any adjournment thereof, the Board of Directors of the Association may provide that as of a certain date not less than ten (10) days nor more than fifty (50) days preceding the meeting, only such date shall be entitled to such notice of, and to vote at, such meeting and any adjournment thereof.

Section 4.05. Quorum and Presiding Officers. Except as otherwise provided by law or these bylaws, the holders of a majority of the votes entitled to be cast at the meeting and represented in person or by proxy shall constitute a quorum at a meeting of members, but the members present at any meeting, although representing less than a quorum, may from time to time adjourn the meeting to some other day and hour, without notice other than announcement at the meeting. The members present at a duly organized meeting may continue to transact business until adjournment, notwithstanding the withdrawal of enough members to leave less than a quorum. The vote of the holders of a majority of the votes entitled to be cast and being present, in person or by proxy, at a meeting at which a quorum is present, shall be the act of the members meeting, unless the vote of a greater number is required by law or the Declaration. The President shall preside at, and the Secretary shall keep the records of, each meeting of members and, in the absence of either such officer, his duties shall be performed by any officer authorized by these bylaws or any person appointed by resolution duly adopted at the meeting.

Section 4.06. Proxies. A member may vote either in person or by proxy executed in writing by such member, or by his duly authorized attorney-in-fact. No proxy shall be valid after eleven months from the date of its execution unless otherwise provided in the proxy. A proxy shall be revocable unless expressly provided therein to be irrevocable (and in no event shall it be irrevocable for more than eleven months) or unless otherwise made irrevocable by law.

Section 4.07. Balloting. Upon the demand of any member, the vote upon any question before the meeting shall be by ballot. At each meeting, inspectors of election may be appointed by the presiding officer of the meeting; and, at any meeting for the election of directors. Inspectors shall be so appointed on the demand of any member present or represented by proxy and entitled to vote in such election of directors. No director or candidate for the office of director shall be appointed as such inspector. The number of votes cast by members in the election of directors shall be recorded in the minutes.

Section 4.08. No Cumulative Voting. No member shall have the right to cumulate his vote in any election of directors.

Section 4.09. Record of Members. The Association shall keep at its principal office, a record of its members, giving the names and addresses of each member.

Section 4.10. Action Without Meeting. Any action required by statute to be taken at a meeting of the members of the Association, or any action which may be taken at a meeting of the members, may be taken without a meeting if a consent in writing, setting forth the action so taken, shall be signed by all of the members entitled to vote with respect to the subject matter thereof, and such consent shall have the same force and effect as a unanimous vote of the members. Any such signed consent, or a signed copy thereof, shall be placed in the minute book of the Association.

ARTICLE V

Board of Directors

Section 5.01. Number, Qualifications and Term. The affairs of the Association shall be managed and controlled by the Board of Directors. Subject to any restriction imposed by bylaw, by the articles of incorporation, by the Declaration or by these bylaws, the Board of Directors may exercise all the powers of the Association. Specifically, but without limitation, the Board of Directors shall be entitled to take such actions, and to give and withhold such consents, as may be required of the Association under the provisions of the Declaration. The Board of Directors shall consist of seven (7) persons, each of whom, and each whose representative, or designee of a voting owner. Directors need not be residents of Texas. Except as otherwise provided in Section 5.03 of these bylaws, each position on the Board of Directors shall be filled by election at the annual meeting of members. Each person elected as a Director shall hold office (unless removed in accordance with Section 5.02 of these bylaws) until the next annual meeting of the members, and until his successor shall have been duly elected and qualified.

Section 5.02. Removal. Any director or the entire Board of Directors may be removed from office at any time by a vote of a majority of the voting owners voting in person or by proxy at the annual meeting or at a special meeting of the members called for such purpose, at which a quorum is present.

Section 5.03. Vacancies. In the event a vacancy occurs on the Board of Directors, the remaining directors may appoint a qualified individual to fill the vacancy until the next annual meeting. Any position on the Board of Directors to be filled by reason of an increase in the number of directors will only be filled by an election held at the annual meeting or special meeting of the members called for such purpose.

Section 5.04. Regular Meetings. Regular meetings of the Board of Directors shall be held immediately following each annual meeting of members, at the place of such meeting, and at such other times and places as the Board of Directors shall determine. No notice of any kind of such regular meetings need be given to either old or new members of the Board of Directors.

Section 5.05. Special Meetings. Special meetings of the Board of Directors shall be held at any time by call of the President or any two directors. The Secretary shall give notice of each special meeting to each director at his usual business or residence address by mail at least five (5) days before the meeting. Except as otherwise provided by law, by the articles of incorporation or by these bylaws, such notice need not specify the business to be transacted at, or the purpose of, such meeting. No notice shall be necessary for any adjournment of any such meeting. The signing of a written waiver of notice of any special meeting by the person or persons entitled to such notice, whether before or after the time stated therein, shall be equivalent to receiving such notice. Attendance of a director at a meeting shall also constitute a waiver of notice of such meeting, except where a director attends a meeting for the express and announced purpose of objecting to the transaction of any business on the ground that the meeting is not lawfully called or convened.

Section 5.06. Quorum. A majority of the number of directors fixed by these bylaws shall constitute a quorum for the transaction of business and the act of not less than a majority of such quorum of the Directors shall be required in order to constitute the act of the Board of Directors, unless the act of a greater number shall be required by law, by the articles of incorporation or by these bylaws. Directors present by proxy may not be counted toward a quorum.

Section 5.07. Procedure at Meetings. The Board of Directors, at each regular meeting held immediately following the annual meeting of members, shall appoint one of their number as President of Directors. The President shall preside at meetings of the Board. In his absence at any meeting, any officer authorized by these bylaws or any member of the board selected by the members present shall preside. The Secretary of the Association shall act as secretary at all meetings of the Board. In his absence, the presiding officer of the meeting may designate any person to act as secretary. At meetings of the Board of Directors, the business shall be transacted in such order as the board may from time to time determine.

Section 5.08. Presumption of Assent. Any director of the Association who is present at a meeting of the Board of Directors at which action on any Association matter is taken, shall be presumed to have assented to the action taken unless his dissent shall be entered in the minutes of the meeting, or unless he shall file his written dissent to such action with the person acting as the secretary of the meeting before the adjournment thereof or shall forward such dissent by registered mail to the Secretary of the Association immediately after the adjournment of the meeting. Such right to dissent shall not apply to a director who voted in favor of such action.

Section 5.09. Action Without a Meeting. Any action required by statute to be taken at a meeting of the Directors of the Association, or which may be taken at such meeting may be taken without a meeting if a consent in writing, setting forth the action so taken, shall be signed by each director entitled to vote at such meeting, and such consent shall have the same force and effect as a unanimous vote of directors. Such signed consent, or assigned copy thereof, shall be placed in the minute book of the Association.

Section 5.10. Compensation. Directors, as such, shall not receive any compensation for their service but, by resolution of the Board of Directors, reimbursement for reasonable expenses of

attendance, if any, may be allowed for attendance at each regular or special meeting of the Board of Directors or at any meeting of a committee of directors, if any, to which such director may be elected in accordance with the following Section 5.11.

Section 5.11. Committees. The Board of Directors, by resolution adopted by a majority of the number of directors fixed by these bylaws, may designate one or more committees, which committees shall consist of two or more persons, all of whom shall be directors, owners, or representatives of owners. Such committees may exercise such authority of the Board of Directors in the affairs of the Association as the Board of Directors may by resolution duly delegated to it, except as prohibited by law. The designation of such committees and the delegation thereto of authority shall not operate to relieve the Board of Directors, or any member thereof, of any responsibility imposed upon him by law. Any member of the committees may be removed by the Board of Directors by the affirmative vote of a majority of the number of directors fixed by the bylaws whenever in the judgement of the board, the best interests of the Association will be served thereby. The committees shall keep regular minutes of their proceedings and report same to the Board of Directors when required. The minutes of the proceedings of the committees shall be placed in the minute book of the Association.

Section 5.12. Prohibited Transactions. The Board of Directors shall not have the authority to enter into contracts, agreements or to otherwise conduct business on behalf of the Association with any member of the board or any affiliate of such member. Unless there exists 100% unanimous written consent of the Board of Directors.

ARTICLE VI

Officers

Section 6.01. Number. The officers of the Association shall consist of a president, one or more Vice Presidents, a Secretary and a Treasurer and, in addition, such other officers and assistant officers and agents as may be deemed necessary or desirable. Officers shall be elected or appointed by the Board of Directors. Any two or more offices may be held by the same person except that the President and Secretary shall not be the same person. Officers need not be members of the Association.

Section 6.02. Election and Term. Officers shall be chosen by the Board of Directors, annually, at the meeting of the Board of Directors following the annual members' meeting. Each officer shall hold office until his successor has been chosen and qualified, or until his death, resignation or removal.

Section 6.03. Removal. Any officer or agent elected or appointed by the Board of Directors may be removed by the Board of Directors whenever, in its judgement, the best interests of the Association will be served thereby; but, such removal shall be without prejudice to the contract rights, if any, of the person so removed. Election or appointment of an officer or agent shall not, or itself, create any contract rights.

Section 6.04. Vacancies. Any vacancy, in any office, for any cause, maybe filled by the Board of Directors at any meeting.

Section 6.05. Duties. The officers of the Association shall have such powers and duties, except as modified by the Board of Directors, as generally pertain to their offices, respectively, as well as such powers and duties as from time to time shall be conferred by the Board of Directors and by these bylaws.

Section 6.06. The President. The President shall have general direction of the affairs of the Association and general supervision over its several officers, subject however, to the control of the Board of Directors. At each annual meeting, and from time to time, he shall report to the members and to the Board of Director, all matters within his knowledge which, in his opinion, the interests of the Association may require to be brought to the notice of such persons. He may sign, with the Secretary or an Assistant Secretary, any or all certificates or other instruments evidencing membership in the Association. He shall preside at all meetings of the members, shall sign and execute in the name of the Association (i) all contracts or other instruments authorized by the Board of Directors, and (ii) all contracts or instruments in the usual and regular course of the affairs of the Association, pursuant to Section 7.02 hereof, except in cases when the signing and execution there of shall be expressly delegated or permitted by the board or by these bylaws to some other officer or agent of the Association; and, in general, shall perform all duties incident to the office of president, and such other duties as from time to time may be assigned to him by the Board of Directors or as are prescribed by these bylaws.

Section 6.07. Vice Presidents. At the request of the President or, in his absence or disability, the Vice Presidents, in the order of their election, shall perform the duties of the President, and, when so acting, shall have all the powers of, and be subject to all restrictions upon, the President. Any action taken by a Vice President in the performance of the duties of the President shall conclusive evidence of the absence or inability to act of the President at the time such action was taken. The Vice Presidents shall perform such other duties as may, from time to time, be assigned to them by the Board of Directors or the President. A Vice President may sign, with the Secretary or an Assistant Secretary, certificates or other instruments evidencing membership in the Association.

Section 6.08. Secretary. The Secretary shall keep the minutes of all meetings of the members, of the Board of Directors, and of the committees of the Board of Directors (if any), in any one or more books provided for such purpose and shall see that all notices are duly given in accordance with the provisions of these bylaws or as required by law. He shall be custodian of the Association's records and of the seal (if any) of the Association and see, if the Association has a seal, that the seal of the Association is affixed to all documents the execution of which on behalf of the Association under its seal is duly authorized; shall have general charge of the books and papers of the Association, all of which shall, at any reasonable time, be open for any proper purpose; and, in general, shall perform all duties and exercise all powers incident to the office of the Secretary and such other duties and powers as the Board of Directors or the President, from time to time, may assign to or confer on him.

Section 6.09. Treasurer. The Treasurer shall keep complete and accurate records of account showing, at all times, the financial condition of the Association. The Treasurer shall be the legal custodian of all money, notes, securities and other valuables which may, from time to time, come into the possession of the Association. The Treasurer shall furnish at meetings of the Board of Directors, or whenever requested, a statement of the financial condition of the Association, and shall perform such other duties as these bylaws may require or the Board of Directors may prescribe.

Section 6.10. Assistant Officers. Any assistant secretary or assistant treasurer appointed by the Board of Directors shall have power to perform, and shall perform, all duties incumbent upon the secretary or treasurer of the Association, respectively, subject to the general direction of such respective officers, and shall perform such other duties as these bylaws may require or the Board of Directors may prescribe.

Section 6.11. Salaries. The salaries or other compensation of the officers for services rendered shall be fixed, from time to time, by the Board of Directors. No officer shall be prevented from receiving such salary or other compensation by reason of the fact that he is also a director of the Association.

Section 6.12. Delegation. The Board of Directors may temporarily delegate the powers and duties of any officer of the Association, in case of his absence or for any other reason, to any other officer, and may authorize the delegation by any officer of the Association of any of his powers and duties to any agent or employee, subject to the general supervision of such officer.

ARTICLE VII

Miscellaneous

Section 7.01. Maintenance Fund. The Board of Directors shall be vested with authority to assess and collect yearly maintenance charges against each lot as authorized in the Declaration. The purpose of the maintenance fund is for maintaining the upkeep and overall appearance of the subdivision. The amount of the yearly assessment may be adjusted from time to time annually by the Board of Directors. Yearly maintenance charges are due and payable in full on January 1 of each year and shall become delinquent on February 1 if unpaid. A late charge will be assessed and enforced for all unpaid maintenance fees owed after February 1 in an amount to be determined by the Board of Directors. The Board of Directors may file a lien against each delinquent lot in which maintenance charges or other assessments remain unpaid on or after April 1 of each year.

Section 7.02. Dividends. No dividend shall be paid, and no part of the income of the Association shall be distributed, to the members, directors or officers of the Association. The Association may pay compensation in a reasonable amount to the members, directors or officers for services rendered.

Section 7.03. Contracts. The President shall have the power and authority to execute, on behalf of the Association, contracts or instruments in the usual and regular course of the Association's affairs and, in addition, the Board of Directors may authorize any officer or officers, agent or agents, of the Association to enter into any contract or execute and deliver any instrument in the name of and on behalf of the Association, and such authority may be general or confined to specific instances. Unless so authorized by the Board of Directors or by these bylaws, no officer, agent or employee shall have any power or authority to bind the Association by any contract or engagement, or to pledge its credit or to render it pecuniarily liable for any purpose or in any amount.

Section 7.04. Checks, Drafts, etc.. All checks, drafts, or other orders for the payment of money, notes or other evidences of indebtedness issued in the name of the Association shall be signed by such officers or employees of the Association, as shall from time to time be authorized pursuant to these bylaws or by resolution of the Board of Directors.

Section 7.05. Depositories. All funds of the Association shall be deposited, from time to time, to the credit of the Association in such banks or other depositories as the Board of Directors may, from time to time, designate, and upon such terms and conditions as shall be fixed by the Board of Directors. The Board of Directors may, from time to time, authorize the opening and maintaining within any such depository as it may designate, general and special accounts, and may make such special rules and regulations with respect thereto as it may deem expedient.

Section 7.06. Seal. The Association's seal, if any, shall be in such form as the Board of Directors shall approve, and such seal, or a facsimile thereof, may be impressed on, affixed to, or in any manner reproduced upon, instruments of any nature required to be executed by officers of the Association.

Section 7.07. Fiscal Year. The fiscal year of the Association shall begin and end on such dates as the Board of Directors at any time shall determine.

Section 7.08. Books and Records. The Association shall keep correct and complete books and records of account and shall keep minutes of the proceedings of its members, Board of Directors and committees established pursuant to Section 5.11 hereof, and shall keep at its registered office or principal place of business, a record of its members, giving the names and addresses of all members. All books and records of the Association may be inspected by any member, or his agent or attorney, for any proper purpose at any reasonable time. The Board of Director shall, within sixty (60) day after the end of the Association's fiscal year, deliver to the owners, upon request, annual financial statements (unaudited) of the Association.

Section 7.09. Resignations. Any director or officer may resign at any time. Such resignations shall be made in writing and shall take effect at the time of its receipt by the President or *Secretary*. The acceptance of a resignation shall not be necessary to make it effective, unless expressly so provided in the resignation.

Section 7.10. Indemnification of Officers and Directors. Each person who may have served as director or officer of the Association shall be indemnified by the Association against any liability imposed upon him and for any expense reasonably incurred by him in connection with any claim made against him or by virtue of any action having been brought against him or by virtue of any action having been brought against him by reason of his having been a director or officer, and against such sums as counsel selected by the Board of Directors shall deem reasonable payment made in settlement of any such claim, action, suit or proceedings primarily with a view to avoiding expenses of litigation. No director or officer shall be indemnified, however, with respect to matters as to which he shall be adjudged in such action, suit or proceeding to be liable for gross negligence or intentional misconduct in performance of his duties, or with respect to any matters which shall be settled by the payment of sums which counsel selected by the Board of Directors shall not deem reasonable payment made primarily with a view to avoiding expenses of litigation, or with respect to matters for which such indemnification would be unlawful or against public policy. Any right of indemnification granted by this Section 7.10 shall be in addition to and not in lieu of any other such right to which any director or officer of the Association may at any time be entitled under the laws of the State of Texas. If any indemnification which would otherwise be granted by this administrative body is determined to be illegal or against public policy, then any director or officer with respect to whom such adjudication was made, and any other officer or director, shall be indemnified to the fullest extent permitted by law and public policy, it being the express intent of the Association to indemnify its officer and directors to the fullest extent possible in conformity with these bylaws, all applicable laws, and public policy. The Association may purchase such general liability insurance to provide such indemnification for officers and directors at the discretion of the Board of Directors, but this provision shall not be construed to be an obligation of the Association to purchase any such coverage.

Section 7.11. Assessments. The Board of Directors of the Association shall establish, levy and assess and collect the assessments, charges and fees more particularly described here in and in the Declaration. In addition to such assessments set forth in the Declaration, the Board of Directors may establish from time to time, special assessments for the purpose of promoting the general welfare of the association or for emergency measures as the need may arise. Special assessments may be assessed and enforced in whole or in part as determined by the Board of Directors, and may include, but are not limited to, general maintenance, mowing or upkeep.

Section 7.12. Rules and Regulation. The Board of Directors shall adopt and publish (or cause to be published) rules and regulations governing the use of the Association's land, and any such rules and regulations so adopted shall be binding upon any and all owners and their respective invitees. Such rules and regulations shall additionally be subject to amendment from time to time by the Board of Directors.

ARTICLE VIII

Amendments

Amendments and other changes to the bylaws shall be approved by two-thirds vote of the voting

owners, voting in person or by proxy, at a meeting at which a quorum is present.

ADOPTED this 23rd day of April, 1994.

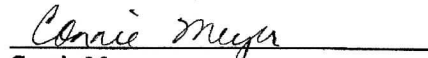

L. Ray Steinman, President


Mason Meyer, Vice President

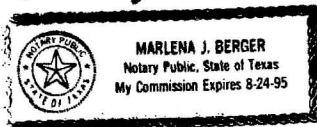

Connie Meyer, Secretary/Treasurer

CERTIFICATION

I, Connie Meyer, Secretary and Treasurer of the Corporation do hereby certify that the foregoing Bylaws of Clearwater Point Property Owner's Association, is a true and correct copy of the bylaws adopted by the Board of Directors and approved by the members at a meeting held on April 23rd, 1994.


Connie Meyer
Secretary and Treasurer

Signed before me on this the 12th day of May, 1994.





975-01-2093

FILED FOR RECORD

94 MAY 20 AM 8:55

Roy Harris
COUNTY CLERK
MONTGOMERY COUNTY, TEXAS

STATE OF TEXAS
COUNTY OF MONTGOMERY
I hereby certify that this instrument was filed in the
Public Records on the date and at the time
stated herein by me and was duly RECORDED in
the Official Public Records of Real Property of
Montgomery County, Texas.

MAY 20 1994



Roy Harris
COUNTY CLERK
MONTGOMERY COUNTY, TEXAS

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AMMENDMENT I

Bylaws of Clearwater Point Property Owners' Association

ARTICLE V

Section 5.01. Number, Qualifications and Term. The affairs of the Association shall be managed and controlled by the Board of Directors. Subject to any restriction imposed by bylaw, by the articles of incorporation, by the Declaration or by these bylaws, the Board of Directors may exercise all the powers of the Association. Specifically, but without limitation, the Board of Directors shall be entitled to take such actions, and to give and withhold such consents, as may be required of the Association under the provisions of the Declaration. The Board of Directors shall consist of seven (7) persons, each of whom shall be a voting owner or representative, or designee of a voting owner. Directors need not be residents of Texas. Except as otherwise provided in Section 5.03 of these bylaws, each position on the Board of Directors shall be filled by election at the annual meeting of members. Each person elected as a Director shall hold office (unless removed in accordance with Section 5.02 of these bylaws) until the next annual meeting of the members, and until his successor shall have been duly elected and qualified.

Kelley E. Scott
Kelley Scott
President

Sandra Graham
Sandra Graham
Secretary/Treasurer

CERTIFICATION

I, Sandra Graham, Secretary and Treasurer of the Corporation do hereby certify that the foregoing Amendment I to the Bylaws of Clearwater Point Property Owners' Association, is a true and correct copy of the amendment adopted by the Board of Directors and approved by the members at a meeting held on August 26, 1995.

Sandra L. Graham
Sandra L. Graham
Secretary/Treasurer

Clearwater Point P.O.A.
P.O. Box 926
Mullis TX 77298

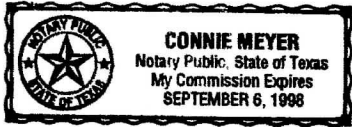
123-00-0022

THE STATE OF TEXAS

COUNTY OF MONTGOMERY

BEFORE ME, the undersigned, a Notary Public in and for said County and State, on this day personally appeared Sandra L. Graham, Secretary/Treasurer of Clearwater Point Property Owners Association, known to me to be the person whose name is subscribed to the foregoing instrument and acknowledged to me that she executed the same for the purposes and consideration therein expressed.

GIVEN UNDER MY HAND AND SEAL OF OFFICE, this 4th day of January, 1996.



Connie Meyer
(signature of Notary Public)

RECORDER'S MEMORANDUM:

At the time of recordation, this instrument was found to be inadequate for the best photographic reproduction because of illegibility, carbon or photo copy, discolored paper, etc. All black-outs, additions and changes were present at the time the instrument was filed and recorded

STATE OF TEXAS
COUNTY OF MONTGOMERY
I hereby certify that 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 Real Property of Montgomery County, Texas.

FILED FOR RECORD

96 JAN -5 PM 12:49

MARK TURNBULL, CO. CLERK
MONTGOMERY COUNTY, TEXAS

[Signature] DEPUTY

JAN - 5 1996



Mark Turnbull
COUNTY CLERK
MONTGOMERY COUNTY, TEXAS