



*M. D. Jamiak*

M. D. JAMIAK, Individually and as Agent and Attorney-in-fact for E. E. Mangum, Jr., and Paolita B. Archer, Individually and as Independent Executrix of the Estate of C. B. Archer, deceased.

THE STATE OF TEXAS  
COUNTY OF HARRIS

BEFORE ME, the undersigned authority, on this day personally appeared M. D. JAMIAK, Individually and as Agent and Attorney-in-fact for E. E. Mangum, Jr., and Paolita B. Archer, Individually and as Independent Executrix of the Estate of C. B. Archer, known to me to be the person whose name is subscribed to the foregoing instrument, and acknowledged to me that he executed the same for the purposes and consideration therein expressed, and in the capacity therein stated.

GIVEN UNDER MY HAND AND SEAL OF OFFICE, this the 19<sup>th</sup> day of August, A. D., 1964

*Lewis R. Clanta*  
LEWIS R. CLANTA  
NOTARY PUBLIC IN AND FOR HARRIS COUNTY, TEXAS.

LEWIS R. CLANTA  
Notary Public in and for Harris County, Texas  
My Commission Expires June 1, 1965

Filed for Record September 12  
Recorded September 14

A. D., 1964 at 8:20 o'clock A. M.  
A. D., 1964 at 11:10 o'clock A. M.

DICK CUNY County Clerk, Waller County, Texas  
By *Dick Cuny* Deputy

*No. 52,675*

STATE OF TEXAS  
COUNTY OF WALLER

KNOW ALL MEN BY THESE PRESENTS:

RESTRICTIONS GOVERNING SKY LAKES CLUB ADDITION, SECTION ONE

WHEREAS, the undersigned, HOMER Y. JONES, SKY LAKES DEVELOPMENT COMPANY, INC., JACK W. SPARKS, LARRY F. KREBS, ALBERT STAHMAN, AND ELLIOT W. JONES, being the owners of all of SKY LAKES CLUB ADDITION, SECTION ONE, a subdivision out of a certain 464.27 acre tract, more or less, in the Polly Perry League, Waller County, Texas, according to an unrecorded plat of said subdivision. The undersigned, GIBALTAR SAVINGS ASSOCIATION and BANK OF THE SOUTHWEST NATIONAL ASSOCIATION are the owners of liens, or Vendor's Liens and Deed of Trust Liens upon the whole of said SKY LAKES CLUB ADDITION, SECTION ONE, at this time, and said lienholders consent to the restrictions and protective covenants hereinafter set forth and sign this document for the purpose of subordinating their liens to the force and effect of the restrictions and covenants herein set forth, but without otherwise impairing or affecting their said debts and liens;

HOWEVER, nothing contained herein shall tend to restrict the use of the areas designated as "Unrestricted", "Park", "Sky Lakes Club", "Lakes" or other area designated as "Club Property", or otherwise specifically mentioned by lot and block herein.

WHEREAS, it is desirable to designate and restrict the improvement, use and occupancy of all lots in said SKY LAKES CLUB ADDITION, SECTION ONE, according to the following metes and bounds description:

A 97.67 acre, more or less, tract of land out of the Homer Y. Jones 464.27 acres, more or less, tract, situated in the Polly Perry League, Abstract No. 236, Waller County, Texas, and being more particularly described as follows:

To find the place of beginning of the tract herein restricted, COMMENCE at the Northeast corner of the Polly Perry League, Abstract No. 236, Waller County, Texas; THENCE South 0° 15' West 19 feet to a point for corner; THENCE North 89° 39' West 40 feet to an iron pipe which is the Northeast corner of the said Homer Y. Jones 464.27 acre tract conveyed by Margaret R. Reading to Homer Y. Jones by Deed dated March 17, 1959, recorded in Vol. 156, Page 550, Deed Records of Waller County, Texas; THENCE commencing at said Northeast corner of said 464.27 acre tract, South 0° 15' West 3454.94 feet, along the West side of Penick Road, an 80 foot public

rued, to a point for corner; THENCE South  $89^{\circ} 26' 40''$  West 1952.95 feet to a point, same point being the most northwesterly interior corner of said 464.27 acre tract, more or less, and which point is also the southeast corner of the Margaret R. Reading 160 acre tract, more or less, and which the beginning point of the property herein restricted;

THENCE South  $0^{\circ} 07'$  East 3405.87 feet to a point for corner, said point being in the North line of an 80 foot public road known as Rochen Road, same point being the Southwest corner of the tract of land herein restricted;

THENCE South  $89^{\circ} 47' 03''$  East 1510 feet to a point for corner, same being the Southeast corner of the tract herein restricted, and being in the North line of the 80 foot public road known as Rochen Road;

THENCE North  $0^{\circ} 15'$  East 2329.23 feet to a point for corner;

THENCE South  $81^{\circ} 58'$  West 56.6 feet to a point;

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THENCE North  $72^{\circ} 16'$  West 658.4 feet to a point;

THENCE North  $53^{\circ} 18'$  West 227.5 feet to a point;

THENCE North  $11^{\circ} 25'$  West 203.8 feet to a point;

THENCE North  $5^{\circ} 34'$  East 301.8 feet to a point for corner;

THENCE South  $89^{\circ} 53'$  West 330 feet to a point for corner, said point being in the East line of Kitty Hawk Drive;

THENCE North  $0^{\circ} 07'$  West 255.36 feet to a point for corner;

THENCE South  $89^{\circ} 26' 40''$  West 320 feet to the point of beginning of the tract herein described and being 97.67 acres, more or less.

NOW, THEREFORE, WE, HOMER Y. JONES, SKY LAKES DEVELOPMENT COMPANY, INC., JACK W. SPARKS, LARRY F. KREDS, ALBERT STAHPMAN, AND ELLIOT W. JONES, owners, with the consent of the said GIBALTAR SAVINGS ASSOCIATION and BANK OF THE SOUTHWEST NATIONAL ASSOCIATION, Tenholders, in consideration of the premises, do hereby establish and impose the following restrictions and provisions upon the above described SKY LAKES CLUB ADDITION, SECTION ONE, and upon each and every lot therein, except those specifically unrestricted, which restrictions shall be for the benefit of each and every parcel or lot of said SKY LAKES CLUB ADDITION, SECTION ONE, except those unrestricted, and the owners therein, their heirs, successors and assigns, and to each and every purchaser of lots within said subdivision.

The restrictions and covenants pertaining to and governing each and all lots, except those unrestricted, as shown on said unrecorded plat of said SKY LAKES CLUB ADDITION, SECTION ONE, are as follows, to-wit:

1. All lots in SKY LAKES CLUB ADDITION, SECTION ONE, (except those designated as "unrestricted"), shall be used for residential purposes only, and only one, single family residence shall be built on any one lot.

However, as to lots 12 and 13 in Blocks 1, 2, 3 & 4, the owner or occupant of any residence on any such lot may devote a portion of such lot to furtherance of some aviation connected accessories or services if same are first approved by the Building Committee referred to herein.

It is further understood and agreed that all lots 13 through 24 in Block 1 may be designated unrestricted by the Building Committee and may be used for aircraft hangars, storage and other allied type aviation facilities and in which event the building setback line of 30 feet off Rochen Road as shown on said unrecorded plat shall be null and void. However, the taxi easement shown in Block 1 shall be as on the unrecorded plat.

It is further understood and agreed that Lots 1, 2 and 3 in Block 6 and Lots 1, 2, 3 and 4 in Block 7 may be subdivided or used all in part for condominium structures either as studio type or upper and lower type and Lots 1 and 2 in Block 7 may be used as a portion of the golf course in any manner that the future dictates.

2. Each corner lot shall be deemed to front on the street on which it has the smallest frontage. However, inasmuch as all building plans and plot plans must first be submitted to and approved by a Building Committee as hereinafter provided, such Building Committee shall have the right in cases of corner lots to require a design and partial facing of residences so as to present a neat and attractive appearance on both streets. No structures shall be erected, altered, placed or permitted to remain on any residential building lot other than one-single family dwellings not to exceed two stories in height and a private garage for not more than three cars and storage, without specific approval of the Building Committee. This covenant, however, shall not be construed to

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prohibit the erection of quarters for bona-fide servants employed on the premises by an owner or tenant. Rental of such quarters, however is strictly prohibited.

3. No building shall be located on any lot nearer the front lot line or side street line than shown as the building set-back line on the unrecorded plat of said Subdivision. In the event a part of a lot is purchased, and built on, the side lot set-back line shall be approved by the Building Committee, as shall all side building lines be approved by said Building Committee. No single family detached dwelling shall be erected on any lot or part of lot having less than 10,000 square feet.

No permanent structure or other obstructions of a permanent or semi-permanent nature shall be erected upon any utility easement or lake easement or taxi easement as shown on the unrecorded plat of SKY LAKES CLUB ADDITION, SECTION ONE. However, the Building Committee may require greater set-back distances and at its sole discretion may approve a plot plan and house plan on any lot with greater or less side yardage clearance, taking into consideration the shape of the lot and the continuity of the subdivision. A residence or dwelling may be erected on a building site of more than one platted lot, in which event the outer platted lot lines shall be considered the side lot lines.

4. No structure shall be erected or placed on any residential lot without prior approval of the Building Committee.

5. No residence shall be erected, altered or placed on any lot with a living area of less than 1,000 square feet exclusive of open porches, garages, and out buildings. This 1,000 square foot area shall be designated from the center line of Blocks 4 and 10 to the center line of Blocks 1 and 13. All areas and lots to the north of the center line of Block 4 and 10 shall be restricted to a minimum square feet area of 1,400 square feet exclusive of garages, porches and out buildings, save and except those lots above referred to as usable for condominium homes in Blocks 6 & 7.

6. No lot shall ever be used or maintained as a dumping ground for rubbish. Trash, garbage and other waste shall not be kept on any lot except in sanitary containers. All incinerators and any and all equipment for storage or disposal of any such material shall be kept in a clean and sanitary condition.

7. Nothing shall be done to contaminate or pollute the waters of any lake or creek. No obstructions shall be placed on or in the area designated as "Lake Easement" on the unrecorded plat of SKY LAKES CLUB ADDITION, SECTION ONE. Appurtenances such as boat docks that are approved in writing by the Building Committee may be constructed in the lake easement.

The Building Committee shall have sole authority to control the use of all taxi easements shown on said unrecorded plat of SKY LAKES CLUB ADDITION, SECTION ONE, to insure that the movement of aircraft shall not be hampered, and shall also have control of all plantings immediately adjacent thereto in so far as they might possibly outweigh the taxi easements. The Building Committee may require each property owner to trim such plantings should they encroach on such taxi easement. Each property owner whose lot abuts on any taxi easement shall, at his sole expense, provide adequate fencing to prevent small children and pets from having access to such taxi easement. All gates and entrances shall be securely locked to prevent the entry of children and pets on said taxi easement.

8. No mineral exploration, drilling, development operations, refining, quarrying or mining operations of any kind shall be permitted on or in any lot. No derrick or other structure designated for use in boring for minerals shall be erected, maintained or permitted on any lot, but this prohibition shall not prohibit the digging, sinking or maintenance of individual water wells for the domestic use of any lot owner on his own lot, provided, however, that if there is a central water supply available for SKY LAKES CLUB ADDITION, SECTION ONE, each lot shall be connected to such central system and no private water wells will be permitted.

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9. No noxious or offensive activities shall be carried on on any lot, nor shall anything be done thereon which may be or become an annoyance or nuisance to the neighborhood. No chickens, swine or cattle shall be allowed. However, the Building Committee may allow temporary stabling of horses so long as the same do not become a nuisance.

10. No fence shall be erected on any part of any lot without first obtaining written approval of the Building Committee, and in all events, no fence, wall, hedge or shrub planting which obstructs lines of sight at an elevation of between 2 and 6 feet above the roadways shall be placed or permitted to remain on any corner lot within the triangular area formed by the street property lines, or in the case of a rounded property corner, of a corner lot from the intersection of the street property lines extended -- in other words, no fence, wall hedge or shrub planting on any corner lot shall be nearer to the street intersection corner than 15 feet, and no fence, wall, hedge or shrub more than 2 feet above the side walk grade shall be erected on any lot closer to any street line than the set-back building line shown on the unrecorded plat of SKY LAKES CLUB ADDITION, SECTION ONE, for each respective lot. The same sight line limitations shall apply on any lot within 15 feet from the intersection of a street property line with the edge of a driveway or alley pavement. No tree shall be permitted to remain on any corner lot within 15 feet of the street intersection corner, unless the foliage line is maintained at a sufficient height to prevent obstructions of such sight lines. As first stated, in all events, approval of the Building Committee shall be first obtained for the building of any fence on any lot, regardless of its location.

No fence or improvement of any kind shall be erected, placed or altered on any lot backing or siding on any lot in SKY LAKES CLUB ADDITION, SECTION ONE, within 25 feet of the designated perimeter of the lake as shown on the unrecorded plat, without the written approval of the Building Committee.

11. No trailer, basement, tent shack, barn, garage or other out-building erected in SKY LAKES CLUB ADDITION, SECTION ONE, shall be at any time used as a residence, temporarily or permanently, nor shall any structure of a temporary character be used as a residence.

12. No sign of any kind shall be displayed to the public view on any lot, except one sign advertising the property for sale or for rent, or signs used by a builder of not more than 5 sq. feet, advertising the property during construction and sales period.

13. No cesspool shall ever be dug, used or permitted to remain on any lot, nor shall any surface toilet ever be built, used or permitted to remain on any lot. Whenever a residence is established on any lot, all toilets and other sewage outlets shall be connected with a septic tank with suitable drain field according to the public health standards. In the event that sanitary sewage facilities are made available, all sewage outlets shall be connected with the central sewer system serving SKY LAKES CLUB ADDITION, SECTION ONE, and no other septic tanks will be permitted. In the event septic tanks are installed and subsequent thereto sanitary sewage facilities become available, all houses and structures shall be connected to the sanitary sewage facilities and the payment of a tap fee by the then property owners will be made. The amount of the tap fee will be determined by SKY LAKES UTILITY COMPANY. The cost of running sewer lines for houses or structures to the main sewer line shall be borne at the sole expense of the owner of each lot. In the event of a National emergency which shall render the sanitary sewer and water facilities of the subdivision inoperative, then in that event, private water wells and septic tanks may be used pending the repair and restoration of the central water system and the central sewer system, at which time all residences and other structures must be reconnected to the central water and sewer systems serving the area.

The purpose of the foregoing restriction as to the water and sewer system connections and service is to require each lot owner or the occupant of any residence to get water and/or sewer service and/or garbage pickup through the central services provided by SKY LAKES DEVELOPMENT

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COMPANY, INC., or any person or corporation designated by SKY LAKES DEVELOPMENT COMPANY, INC., for service to each lot in SKY LAKES CLUB ADDITION, SECTION ONE, and to use such service exclusively.

14. Drainage structures under private driveways shall have a not drainage opening area of sufficient size to permit the free flow of water without back water and shall under all circumstances be a minimum of 1-3/4 sq. feet or 18 in. diameter pipe culverts. Culverts or bridges must be used for driveways and for walkways and this restriction shall be enforceable by SKY LAKES DEVELOPMENT COMPANY, INC., or by any other lot owner in the subdivision, as well as by

proper authorities of Waller County, and it is expressly provided that the owner of each lot or occupant of each residence shall at his own expense be responsible for the proper setting of all driveway culverts or bridges prior to the starting of any construction on the lot and the design and plan of any culvert or bridge before being constructed and the grade line thereof shall be submitted in writing to the Building Committee, and there shall be a buttress at the each of each culvert to be built by each lot owner prior to his starting any construction. The Building Committee shall in all events have power to say in each individual case whether a culvert or drainage swall shall be used for the driveway entrance to each lot.

15. Each and all lots in the SKY LAKES CLUB ADDITION, SECTION ONE, shall always be subject to all easements as shown on the unrecorded map of SKY LAKES CLUB ADDITION, SECTION ONE. All easements are perpetual, and are dedicated for utility installation, repair, service and maintenance, drainage and recreation.

16. There shall be a Building Committee chosen from the Board of Directors or Stockholders of SKY LAKES DEVELOPMENT COMPANY, INC., which Building Committee, or its representative, or remaining members, shall have all of the specific powers, duties and privileges provided among the provisions of this restriction document, and shall also have the powers, duties and privileges hereafter provided; the Building Committee shall be a committee of three selected by the President of SKY LAKES DEVELOPMENT COMPANY, INC., the term of tenure of said committee shall be for 30 years.

(a) No building shall be erected, placed or altered on any building plot in this subdivision until the building plans, specifications and plot plans showing the location of such building have been submitted to and approved in writing by the Building Committee as to conformity and harmony of external design considering in part all then existing structures in the Subdivision and as to location of the building and other improvements with respect to topography and finished ground elevation. As to corner lots whether having rectangular, straight or rounded corners, the Building Committee shall have the right to require a design so that frontage may be equally attractive and slightly on abutting streets and otherwise to make the total layout and plot plan free from obvious unsightliness considering the frontage of adjoining lots and of lots across the street and facing nearest to each corner lot.

(b) The Building Committee shall act as a committee or a majority of the members of said committee may designate a representative to act for the committee in any instance or number of instances. In the case of the death or resignation of any member or members of the committee, the remaining member or members shall have full authority to appoint sufficient number of Committeemen to make up a committee of three, and such successor committee or its designated representative shall have all the rights of approving or disapproving residential and improvement designs, plot plans, locations and frontages.

(c) In the event such Building Committee or its successors or assigns, fail to approve or disapprove such design, plot plan, location or frontage within 30 days after plans & specifications have been submitted, or if no suit to enjoin the erection of such building or the making of any alteration has been commenced to the completion thereof, such written approval will not be required and this covenant shall be deemed to have been fully complied with.

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(d) No member of the Building Committee, any successor or designated representative shall be entitled to any compensation for services performed pursuant to this covenant. The powers & duties of such committee, its successors and any designated representative shall cease on and after the 10th day of September, 1994. Thereafter, the approval designated in this covenant shall not be required unless prior to said date and effective thereon, a written instrument shall have been executed by the then record owners of a majority of the lots in this subdivision and duly recorded, appointing a representative or representatives who shall thereafter exercise the same powers previously exercised by said Building Committee.

(e) Should any member die, become incapacitated or resign, the remaining two shall select a third person from a stockholder or property owner.

(f) The Building Committee at its sole discretion may increase the number of its members to five (5) members selected from stockholders of Sky Lakes Development Company, Inc., or property owners in Sky Lakes Club Addition, Section One, in any case, the ruling of a simple majority of its members shall be final.

(g) The original Building Committee, its immediate successors, assigns, or appointees may delegate its authority over funds provided herein as well as other powers to three trustees who shall operate in the same manner as the original Building Committee. In the event in the judgment of said Building Committee its successors, assigns or appointees, it finds it necessary that the service

of said Committee must function indefinitely, said Building Committee is hereby authorized in appointing three trustees to authorize that said three Trustees or Appointees serving such Committee to be entitled to \$25.00 per day each for their services. Said Trustees or Building Committee shall be entitled to set a time and a place for its functions. However, at least two monthly meetings will be required.

(h) Should the above mentioned \$25.00 fee be found insufficient to continue the operation of the Committee, said Trustee may select a group of three disinterested persons to act as arbitrators to determine proper compensation. The decision of two arbitrators shall be final. The continued existence of said Committee would be placed in jeopardy.

(17) SKY LAKES DEVELOPMENT COMPANY, INC., has formed SKY LAKES CLUB, INC., a separate corporation, which corporation shall be the owner or lessee of the lakes, parks, airstrip, golf course, club house, riding stables, swimming pool and all other recreational facilities varying from time to time for the benefit of the owners of property and members of the club, and shall prescribe dues for the various activities in the club and the means of maintaining the hunting and fishing privileges for the property owners and club members. Said SKY LAKES CLUB, INC., SHALL prescribe rules and regulations for its members, and the property owners, when approved by the Membership Committee of SKY LAKES CLUB, INC., shall be a member of said club with all privileges according to the rules and regulations and the facilities available from time to time. SKY LAKES DEVELOPMENT COMPANY, INC., may at its option appoint the stockholders and directors of SKY LAKES CLUB to act as the Building Committee herein referred to, and the Membership Committee herein referred to. The membership in SKY LAKES CLUB, INC., will not entitle any member or property owner to any interest in the stock or the assets of SKY LAKES CLUB, INC., now existing or hereafter acquired, save and except the right to use the club facilities and the payment of dues and fees therefor.

(18) All members of SKY LAKES CLUB are and will be required to adhere to the rules and regulations of said club.

19. SKY LAKES CLUB or SKY LAKES DEVELOPMENT COMPANY, INC., may at its option, in the interest of aviation, permit all aircraft to use the airstrip for fuel, repairs and other

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aviation facilities so long as public use does not substantially interfere with the recreational facilities of the club or become a substantial annoyance to the residential or commercial properties of SKY LAKES CLUB ADDITION, SECTION ONE.

20. SKY LAKES DEVELOPMENT COMPANY, INC., has entered into an agreement with SKY LAKES UTILITY COMPANY to provide for the furnishing of water and the laying of water lines, for garbage pick-up and for sanitary sewer when same becomes available, for the owners of lots and residents in SKY LAKES CLUB ADDITION, SECTION ONE, and all lots are subject to the terms of said agreement to the same extent that it would have if included herein in its full context.

21. Each residential or commercial lot in SKY LAKES CLUB ADDITION, SECTION ONE, shall be subject to an annual maintenance charge of not more than 2 mills per sq. ft. per annum, of each lot area, for the purpose of creating a fund to be known as SKY LAKES DEVELOPMENT COMPANY MAINTENANCE FUND, to be paid by the then owners of each lot in conjunction with like charges to be paid by owners of lots in subsequent sections of SKY LAKES CLUB ADDITION, when and if platted and separately restricted. The maintenance charge shall be secured by a vendor's lien on each lot respectively and is to be paid annually on the first day of January of each year, in advance, beginning January 1, 1965. SKY LAKES DEVELOPMENT COMPANY, INC., agrees to maintain its unsold lots in lieu of maintenance charges. The fund shall be controlled and disbursed by the Building Committee or its appointees, and shall be used toward the payment of the maintenance of parks, streets, street signs, easements, vacant lots and all other properties necessary or desirable to maintaining or improving the property including police and fire protection which will be for the general benefit to the owners and residents of all of SKY LAKES CLUB ADDITION, SECTION ONE. During the first five years from date of this instrument, such maintenance fund may also be used to provide for sanitary sewer plants and lines and water plants and lines, and to subsidize bus or other public carrier commuter service or car pool and during the first five year period, when street and other maintenance is at the lowest level, the SKY LAKES DEVELOPMENT COMPANY, INC., may devote up to 70% of the yearly maintenance fund to provide or subsidize sewer and water facilities and commuter services. If a Water Control and Improvement District or Fresh Water Supply District is formed for water and sewer service, the SKY LAKES DEVELOPMENT COMPANY, INC., may during the first five years pledge up to 60% of the yearly maintenance fund to underwrite bonds of the District and thereafter until such time as the revenues from water and sewer service



In this paragraph shall not apply against the acreage in the area of SKY LAKES CLUB, INC., being 55 acres, more or less, either owned or leased by SKY LAKES CLUB, INC..

Such annual charges may be adjusted, altered or waived from year to year as the needs of the property may, in the judgment of the Building Committee or their appointees, require, provided that at least a majority of the lot owners agree to such adjustment, alteration or waiver. The owner of each lot, whether one person or more than one person, or a corporation, shall be entitled to one vote for each lot owned in determining the annual maintenance charge. However, SKY LAKES CLUB shall maintain all properties owned by said company or leased by said company without any maintenance charge.

In the event a Fresh Water Supply District or a Water Control and Improvement District is formed all properties owned or leased by SKY LAKES CLUB shall be subject to the same ad valorem district taxes and services charges as might be applied to other property within SKY LAKES CLUB ADDITION, SECTION ONE, and subsequent sections when and if restricted and platted.

Those annual charges shall continue for a period of 25 years from January 1, 1965. At the end of said 25 year period the annual charges shall continue for successive 5 year periods, unless a majority of the then lot owners agree to discontinue and abandon such charges at the end of said 25 year period of any successive 5 year period by filing a written instrument in the office of the County Clerk of Waller County, Texas, evidencing such intention. This instrument must be filed prior to the end of the 25 year period or prior to the end of any 5 year period thereafter. If, however, SKY LAKES CLUB ADDITION, SECTION ONE, is annexed or incorporated into some municipality within the 25 year period or any successive 5 year period, a majority of the then lot owners shall have the right to

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discontinue and abandon such annual charges by filing a written instrument with the office of the County Clerk of Waller County, Texas, evidencing such intention. However, such maintenance charges cannot be discontinued until any bonded indebtedness of any Water Control and Improvement District or Fresh Water Supply District is outstanding unless same are assumed by the annexing municipality or other governmental entity in a manner acceptable to the holders of the bonds.

The term "majority of lot owners" shall be interpreted to mean a majority of the lot owners at the time such instrument is executed, in all sections of SKY LAKES CLUB ADDITION having the same or similar restrictive covenants.

21--A. In addition to such above mentioned maintenance fund, each residential and commercial lot shall be subject to an annual charge of not more than 2 mills per square foot of each lot area and not more than 1 mill per square foot for acreage in club properties of SKY LAKES CLUB, INC., whether said land is owned by or leased by SKY LAKES CLUB, INC.. This charge shall be known as the SKY LAKES DEVELOPMENT COMPANY, INC., Water, Sewer, Drainage and Garbage Pick-Up Fund, and a vendor's lien shall exist and be enforceable against each lot, and such club acreage to secure such charges. This fund shall also be administered by the Sky Lakes Development Company Building Committee, its successors, assigns or appointees for a period of thirty (30) years from date. This fund shall continue thereafter so long as any expenses or indebtedness exists for providing these services.

This fund may be used by said Building Committee, its successors, assigns and/or appointees to provide for payment to those owning, installing or operating water and sewer lines and plants, drainage and garbage pick up structures for the benefit of the Addition and property owners therein.

This water, sewer, drainage and garbage pick up fund may not be altered, waived, adjusted, increased or decreased except under the following conditions:

1. Should the fund produce more revenue in any one year than necessary to provide the installations and service including, operation, administrative and legal expense, then in the judgment of the Building Committee, its successors, assigns or appointees, such Committee may refund ratably to the property owners. An annual statement of income and expenses of such funds shall be made by a Certified Public Accountant and mailed to the last known address of each property owner.

2. Should the fund produce insufficient revenues to defray all costs, then in that event said Building Committee may increase same to cover said cost, having first complied with the following procedures:

- a. A notice of a hearing shall be mailed to the last known address of each property owner stating a time and place of such hearing. Said notice shall be given at least 30 days in advance of the time set for the hearing.

- b. At said hearing the Chairman of said Committee shall read, or have counsel read the reasons for such meeting and proposed increase in charges. An operating statement prepared by a Certified Public Accountant shall be presented to all interested persons at said hearing.
- c. The Committee shall hear all contestants or proponents which in its opinion represents a cross section of a majority of those present at such hearing.
- d. After all pertinent evidence has been submitted, the chairman of said Committee shall call for a vote of those present at such hearing. If a majority of those present oppose such increase, such increase shall not be levied.

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u. No member of said Building Committee, its successors, assigns or appointees shall be entitled to any salary or compensation from said fund except during a hearing, each member shall receive \$25.00 per day or fraction thereof during such hearing, except as might otherwise be specified in transferring their authority to Trustees as provided for in this instrument.

This fund and Committee shall serve SKY LAKES CLUB ADDITION, SECTION ONE, and others who might want similar service until relieved by competent governmental authority that would provide the same service according to the general laws of the State pertaining to Cities, Towns, Villages, Water Control and Improvement Districts and Fresh Water Supply Districts, or any other duly constituted political entities.

These restrictive covenants restricting said 97.67 acres, more or less, and subjecting same to maintenance, water and garbage pick-up charges, shall in no way restrict the properties of Homer Y. Jones or the 55 acres, more or less, in the properties either owned by or leased by SKY LAKES CLUB, INC..

22. Owners of lots adjacent to the lake in SKY LAKES CLUB ADDITION, SECTION ONE, agree to keep the shore line well maintained and clean, and further agree to screen from the lake view any laundry lines or such obstacles that would detract from the natural beauty of the lakes and shore lines.

23. Water cannot be drawn from any lake in SKY LAKES CLUB ADDITION, SECTION ONE, for the purpose of watering lawns or for any other private use.

24. No obstructions such as nets, piers, trillines, etc., will be permitted to be constructed in or over any lake without the written permission of the Building Committee; its appointees, successors or assigns.

25. SKY LAKES CLUB shall operate the club facilities for the benefit of the property owners and members, and may sell memberships to other than property owners in SKY LAKES CLUB ADDITION. Should SKY LAKES CLUB, INC., desire to sell the facilities of the club, it is empowered to call on the property owners and members to form a civic club for the purpose of purchasing the facilities of the club. The sales price will be determined by the average of appraisals of three independent appraisers of all of the facilities of the club, taking into consideration the going concern value. A committee of the civic club shall negotiate for the purchase of the facilities of the club. If SKY LAKES CLUB and the civic club committee cannot reach an agreement on the purchase price and terms within a 90 day period then SKY LAKES CLUB may proceed to negotiate the sale of the facilities of the club to prospective purchasers other than the formed civic club. Written notice to the existing owners of the property and club members at the time the SKY LAKES CLUB, INC., desires to sell the facilities shall be sent to each property owner and club member notifying them of the necessity of forming a civic club. They shall have 60 days for the formation of a civic club and the selection of the club committee to negotiate with SKY LAKES CLUB, INC..

26. The restrictions contained herein shall be restrictions to surface only, and in no event is an attempt made to restrict air space over restricted property.

27. It is specifically set forth that no construction shall begin on any dwelling until plans and specifications are approved by the Building Committee and sufficient evidence is presented to the Building Committee that financing and/or cash requirements are sufficient to complete the proposed structure within one year from date of approval by the Building Committee.

In the event a structure is started and is not completed within the one year time limit, and the structure cannot be sold and completed by others, the Building Committee may require that the structure be demolished and the property cleared of all debris.



CONTD.....

28. SKY LAKES DEVELOPMENT COMPANY, INC., reserves the right subsequent to these restrictions to prepare and file for record the plat or plats showing the parcels described by notes and bounds descriptions. Said plat, when recorded, shall show the record property owners who have purchased the parcels by notes and bounds description. Signatures of the property owners shall not be required.

29. SKY LAKES DEVELOPMENT COMPANY, INC., at its option, may redesign the lots shown on the unrecorded plat as Blocks 4, 5 and 6 providing same is done prior to the sale of any lots in these blocks in SKY LAKES CLUB ADDITION, SECTION ONE.

30. On all lots siding on the "Reserved" and "Unrestricted" airstrip lying along Punick Road, and having a building set-back line on the side as shown on the unrecorded plat, no shrubs, plants or trees shall be planted or allowed to remain within the building set-back line, which at maturity, will be of a greater height than 8 feet, without the consent of the Building Committee, and such consent will be in writing, but in any event, no shrub, plant or tree will be allowed to extend over and beyond the property line.

CONTD.....

ENFORCEMENT PROVISION

These covenants are to run with the land and shall be binding on all parties and all persons claiming under them for a period of thirty (30) years from the date these covenants are recorded, after which time said covenants shall automatically be extended for successive periods of 5 years unless an instrument signed by a majority of the then owners of the lots has been recorded, agreeing to change said covenants in whole or in part. The present owners of this property, or any person holding under him, or any person who shall hereafter acquire property in such subdivision, or any of them or their heirs or assigns, shall have the right to prosecute any proceedings at law or in equity against any person or persons, who, shall violate or attempt to violate any of the foregoing covenants, restrictions and conditions and shall have the right to enjoin the violation of such conditions and restrictions, or to recover damages or either of them. Invalidity of any one of the above conditions and restrictions by judgment or court order shall in no wise affect any of the other provisions which shall remain in full force and effect.



WITNESS OUR HANDS THIS 10 DAY OF September, 19 64.

SKY LAKES DEVELOPMENT COMPANY, INC.

BY: [Signature]  
HOWERY Y. JONES, PRESIDENT

[Signature]  
HOWERY Y. JONES

[Signature]  
JACK W. SPARKS

[Signature]  
LARRY F. KREBS

[Signature]  
ELLIOT W. JONES

[Signature]  
ALBERT STARMAN

MORTGAGEE:

GIBRALTAR SAVINGS ASSOCIATION

ATTEST: [Signature]  
SECRETARY

BY: [Signature]  
PRESIDENT

## ACKNOWLEDGMENT

THE STATE OF TEXAS |  
COUNTY OF HARRIS |

Avis K. Autrey

BEFORE ME, the undersigned, a Notary Public, in and for said County, Texas, on this day personally appeared HOMERY, JONES, JACK W. SPARKS, LARRY F. KREBS, ELLIOT W. JONES, AND ALBERT STAHMAN known to me to be the persons whose names are subscribed to the foregoing instrument, and acknowledged to me that they executed the same for the purposes and consideration therein expressed.

GIVEN UNDER MY HAND AND SEAL OF OFFICE, this 10 day of September, A. D. 1964



*Avis K. Autrey*  
Notary Public in and for Harris County, Texas

Filed for Record

September 12

, A. D., 1964 at 9:30 o'clock A. M.

Recorded

September 14

, A. D., 1964 at 11:20 o'clock A. M.

DICK CUNY, County Clerk, Waller County, Texas.

By *Dick Cuny* Deputy . . .

120-WARRANTY DEED

No. 52,676

The State of Texas,  
County of WALLER

TEXAS STANDARD FORM

Known All Men by These Presents:

That we, FELIX RANDLE and wife, MARTHA RANDLE,

of the County of Waller, State of Texas, for and in consideration of the sum of TEN -----

to us in hand paid by ADAM RANDLE and ANNIE MAE RANDLE, receipt of which is hereby acknowledged, -----DOLLARS

~~XXXXXXXXXX~~

have Granted, Sold and Conveyed, and by these presents do Grant, Sell and Convey, unto the said ADAM RANDLE and ANNIE MAE RANDLE,

of the County of Harris, State of Texas, all ~~the certain~~ those certain tracts or parcels of land situated in Waller County, Texas, to-wit:

TRACT ONE: Being a part of Brookshire Outlot No. Thirty (30) of the Townsite of Brookshire, containing approximately one and one-half (1-1/2) acres of land, and being same land described in deed from Matilda Randle Jenkins to Felix Randle and wife, Martha Randle, dated March 11, 1950, and recorded in Volume 117 at page 181 of the Deed Records of Waller County, Texas.

TRACT TWO: Being a part of Brookshire Outlot No. Thirty (30) of the Townsite of Brookshire, containing approximately one and one-half (1-1/2) acres of land, and being same land described in deed from Ever Randle Stephenson, et. vir., to Felix Randle and wife, Martha Randle, dated April 22, 1950, and recorded in Volume 117 at page 415 of the Deed Records of Waller County, Texas.