

DECLARATION OF
COVENANTS, CONDITIONS AND RESTRICTIONS FOR
NORTHWOOD ESTATES SECTION ONE
(Updated 4/06/2009)

THIS DECLARATION is made on the date hereinafter set forth by Benchmark investing, Inc., a Texas corporation ("Declarant").

ARTICLE I
DECLARATION

WHEREAS, Declarant is the owner of that certain tract of land known as Northwood Estates Section One (the "Subdivision"), located in Lake Jackson, Brazoria County, Texas according to the amended plat thereof which is recorded in the Volume 22, Pages 61, 62 of the Plat Records of Brazoria County, Texas;

NOW, THEREFORE, Declarant hereby declares that the Lots in the Subdivision shall be held, sold and conveyed subject to the following easements, restrictions, covenants and conditions, which are for the purpose of protecting the value and desirability of, and which shall constitute covenants running with the real property and be binding on all parties having any right, title or interest in the Subdivision, the Lots or any part thereof, and shall inure to the benefit of each Owner thereof. Because the Subdivision is subject to the comprehensive zoning ordinances of the City of Lake Jackson, Chapter 201 of the Texas Property Code does not apply to these covenants, conditions and restrictions.

ARTICLE II
DEFINITION

2.1 "The Subdivision" means the real property described in the Plat as Northwood Estates Section One.

2.2 "Plat" means the plat of the Subdivision which is or will be recorded in the Official Records of Brazoria County, Texas, as well as any amended plat or replat which includes any part of the Subdivision.

2.3 "Lot" means any of the Lots in the Subdivision.

2.4 "Lakefront Lot" means any Lot which borders the Lake.

2.5 "Homeowners Association" means Northwood Homeowners Association, Inc., a Texas non-profit corporation, or any successor or assignee designated by the Homeowners Association in a document recorded in the Official Records of Brazoria County, Texas.

2.6 "Lakefront Owners Association" means Northwood Lakefront Owners Association, Inc., a Texas non-profit corporation, or any successor or assignee designated by the Lakefront Owners Association in a document recorded in the Official Records in Brazoria County, Texas.

2.7 "Owner" means the record owner, whether one or more persons or entities, of fee simple title to any Lot, except it does not mean Declarant.

2.8 "Lakefront Owner" means the recorded Owner, whether one or more persons or entities, of fee simple title to any Lakefront Lot, except it does not mean Declarant.

2.9 "Common Area" means that portion of the Subdivision, if any, designated as common area or Reserve on the Plat, plus the area designated as a linear park reserve on the Plat, plus the entire outfall system used to drain the Lake, plus any portion of the streets, rights of way or easements (except for any part of an easement located on a Lot) on which trees, grass or shrubs may be growing. However, the Common Area does not include the Lake.

2.10 "Lake" means the retention/detention pond which abuts the northern boundary of the Subdivision, plus any well used to fill the Lake.

2.11 "Residence" means a single family residence as defined herein.

2.12 "Architectural Control Committee" means the Architectural Control Committee created in Article IV.

ARTICLE III RESERVATIONS AND DEDICATIONS

3.1 Reservation of Streets, Rights of Way, and Easements: Fee simple title to the streets, rights of way and easements (except for any part of an easement which is located on a Lot) shown on the Plat is hereby reserved to Declarant. Further, Declarant reserves for itself, the Homeowners Association, the Lakefront Owners Association, any governmental agency having jurisdiction over the Subdivision, and any entity providing utility services to the Subdivision, the right to enter upon or cross any Lot, Common Area or the Lake for the purpose of exercising their rights and performing their duties hereunder. Declarant, further reserves the right to make such changes in any streets, rights of way or easements in the Subdivision, or to the Lake or the Common Area, as Declarant may, from time to time in and in its sole discretion, determine to be desirable.

3.2 Common Area and Lake: Declarant hereby reserves fee simple title to the Common Area. To the extent Declarant now or hereafter owns any portion of the Lake, fee simple title thereto is hereby reserved to Declarant.

3.3 Dedication of Streets, Rights of Way and Easements: As provided in the Plat, Declarant has dedicated all streets, rights of way, and easements shown on the Plat to the public

3.4 No Structures. No structure, improvement or fixture, except driveways and sidewalks, shall be erected by any Owner on any of the streets, rights of way, easements or Common Area in the Subdivision.

3.5 Use of Common Area. Subject to such rules and regulations as Declarant may from time to time impose and subject to the other matters stated herein, the Owners shall have exclusive right to the use and enjoyment of the Common Area with the exception of Reserve C & D as shown on the Plat.

3.6 Title to Lots. Title to any Lot shall not include title to any part of the streets, rights of way, or easements shown on the Plat, or to the Common Area or the Lake.

3.7 Assignment and Conveyance by Declarant.

a. Declarant shall have the right, at any time and in its sole discretion, to convey all or any part of the Common Area to the Homeowners Association, in which event the Homeowners Association shall assume and perform all of Declarant's rights, obligations and liabilities with respect to the Common Area.

b. Declarant shall have the right, at any time and in its sole discretion, to assign any or all of its rights, duties, responsibilities, powers and/or authority under this Declaration to the Homeowners Association, in which event the Homeowners Association shall assume and perform the assigned rights, duties, responsibilities, powers and/or authority.

c. Declarant shall have the right, at any time and at its sole discretion, to convey all or any part of the Lake to the Lakefront Owners Association, in which event the Lakefront Owners Association shall assume and perform all of Declarant's rights, obligations and liabilities with respect to the Lake.

**ARTICLE IV
ARCHITECTURAL CONTROL**

4.1 Submission of Plans. Construction of a Residence or any other improvement on a Lot may not begin until the construction plans and specifications for the improvements to be constructed, a plat showing the location of the Residence or other improvements on the Lot, and any other documents or information required by the Architectural Control Committee have been submitted to and approved in writing by the Architectural Control Committee as to compliance with this Declaration, quality of materials, structural soundness, harmony of external design and color with existing and proposed structures, location with respect to topography and elevation, and

compliance with minimum construction standards. The plans, specifications and plat shall be submitted to: Architectural Control Committee, Northwood Estates, 899 Oyster Creek Drive, Lake Jackson Texas 77566, or to such other address as maybe designated by Declarant from time to time.

4.2 Architectural Control Committee. The members of the Architectural Control Committee shall be appointed from time to time by Declarant, and shall serve at the discretion of Declarant. Declarant may, from time to time, remove and replace any member of the Architectural Control Committee in Declarant's sole discretion. Neither Declarant nor any member of the Architectural Control Committee shall be liable for any act or omission in connection with the obligations, duties, rights, powers and authority granted to them in this Declaration

4.3 Deemed Approved. In the event the Architectural Control Committee fails to indicate its approval or disapproval in writing of a Residence or other proposed improvement within ten days after the receipt of all of the required documents and information, approval will be deemed to have been given.

4.4 Assignment to Homeowners Association. Declarant may, at any time and in its sole discretion, assign the obligations, duties, rights, powers and authority of the Architectural Control Committee to the Board of Directors of the Homeowners Association. In such event, the term "Architectural Control Committee" as used herein shall mean the Board of Directors of the Homeowners Association.

4.5 No Warranty. Approval by the Architectural Control Committee shall not be deemed to constitute any warranty or representation with respect to the proposed improvements including, without limitation, any warranty relating to fitness, design or adequacy of the proposed construction or compliance with applicable ordinances, statutes, codes and regulations.

4.6 Variances. Anything contained in this Declaration to the contrary notwithstanding, the Architectural Control Committee is hereby authorized and empowered, in its sole and absolute discretion, to make and permit modifications of and deviations from any of the requirements of this Declaration relating to the type, kind, quantity or quality of the materials to be used in the construction of any Residence or improvement on any Lot and of the size and location of any such improvement when, in the sole discretion of the Architectural Control Committee, such modifications and deviations will be in harmony with existing structures and will not materially detract from the aesthetic appearance of the Subdivision and its improvements as a whole. The Architectural Control Committee may require the submission to it of such documents and items as it shall deem appropriate in connection with its consideration of a request for a variance. If the Architectural Control Committee shall approve a request for a variance, notice of approval must be given by written instrument, addressed to the Owner of the Lot(s) with respect to which the variance has been requested, describing the applicable restrictive covenant(s) and the particular variance requested, expressing the decision of the Architectural Control Committee to permit the variance, and describing any conditions on which the variance has been approved, which instrument must be signed by a majority of the members of the Architectural Control Committee. Any request for a variance shall be deemed to have been disapproved for the purposes hereof in the event of either: (a) written notice of disapproval from the Architectural Control Committee; or (b) failure by the Architectural Control Committee to approve the request for variance in writing as required hereinabove.

4.7 Approved Builders. The Architectural Control Committee will designate the approved building contractors who will be allowed to construct Residences and other improvements in the Subdivision. Prior to entering into a contract for the construction of a Residence in the Subdivision, an Owner must determine whether the proposed building contractor has been approved by the Architectural Control Committee. Building contractors who are not approved by the Architectural Control Committee will not be allowed to construct Residences or other improvements in the Subdivision.

ARTICLE V RESTRICTIONS

5.1 Single Family Residential Construction. No building shall be erected, altered or permitted to remain on any Lot other than one single-family residential dwelling (a "Residence" or the "Residences"). Outbuildings may not be built without prior specific written approval from the Architectural Control Committee. All Residences and other improvements (except fences, where permitted) shall be constructed within the building setback lines as shown on the Plat.

5.2 Minimum Square Footage Within Improvements. The living area of the main residential structure of each Residence shall not be less than 2200 square feet, exclusive of porches and garages.

5.3 Garages and Driveways. Each Residence shall have a driveway and an attached or detached garage which shall contain at least 400 square feet and adequately house a minimum of two automobiles.

5.4 Exterior Required. The exterior walls of any Residence shall consist of brick, brick veneer, stone, stone veneer, concrete, stucco, hardyplank, or other type of masonry.

5.5 Composite Building Site. Subject to applicable ordinances of the City of Lake Jackson, any owner of one or more adjoining Lots (or portions thereof) may consolidate such Lots or portions into one Residence building site. Any proposed composite building site must be approved in advance in writing by the Architectural Control Committee.

5.6 Prohibition of Trade and Offensive Activities Each Lot shall be used only for single family residential purposes for the Owner and the Owners' family. No other activity of any sort shall be permitted nor shall anything be done on any Lot which may be or shall become an annoyance or a nuisance to the neighborhood. Owners and other occupants in the Subdivision shall also comply with all applicable laws, statutes, ordinances, regulations and rules of governmental bodies.

5.7 Use of Temporary Structures. No structure of a temporary character, mobile home, manufactured housing unit, camper, trailer, tent, shack, garage, barn or other outbuilding shall be used for residential purposes in the Subdivision. Portable buildings may be used for accessory or storage purposes, but shall be limited to the height and floor area restrictions, if any, set out in the ordinances and regulations of the City of Lake Jackson, and shall be subject to prior written approval of the Architectural Control Committee. Any temporary structure shall be inconspicuous and sightly, shall be removed immediately after completion of construction and shall be subject to prior written approval of the Architectural Control Committee.

5.8 Storage of Automobiles, Boats, Trailers and Other Vehicles. No trailer of any type, boat, inoperative automobile, camper or recreational vehicle of any kind shall be in excess of 10.5 feet in height or stored in public view in the Subdivision for a period of greater than 48 hours or more than 4 days in a single month.

5.9 Mineral Operation. No oil drilling, oil development, oil refining, quarrying or mining operations of any kind shall be permitted upon or under any Lot, nor shall any wells, tanks, tunnels, mineral excavation or shafts be permitted upon or under any Lot. No derrick or other structures designed for the use of boring for oil or natural gas shall be erected, maintained or stored on any Lot.

5.10 Animal Husbandry. No animals, livestock or poultry of any kind shall be raised, bred or kept on any Lot except that dogs, cats or other common household pets of the domestic variety may be kept, provided that they are not kept, bred or maintained for commercial purposes and provided that no more than two of each type animal is kept.

5.11 Visual Obstruction at the Intersection of Public Streets. No object or thing which obstructs sight lines at elevations between two and six feet above the surface of the streets within the triangular area formed by the curb lines of the streets or driveways involved and a line running from curb line to curb line at points twenty-five feet from the junction of the street or driveway curb lines shall be placed, planted or permitted to remain on any corner Lot.

5.12 Lot Maintenance. The Owner of a Lot shall at all times keep all weeds and grass thereon cut in a sanitary, healthful and attractive manner, and shall in no event use any Lot for storage of material and equipment except for normal residential requirements or incident to construction of improvements thereon as herein permitted. The accumulation or burning of garbage, trash or rubbish of any kind is prohibited. In the event of default observing these requirements, if such default continues after ten days written notice thereof, Declarant or the Architectural Control Committee may, without being under any duty to so do, and having no liability in trespass or otherwise, enter upon said Lot and cut, or cause to be cut, such weeds and grass and remove, or cause to be removed, such garbage,

trash, rubbish or do any other thing necessary to secure compliance with these requirements and to place said Lot in a neat, attractive, healthful and sanitary condition, and may charge the Owner of said Lot for the cost of such work. The Owner agrees by the purchase of the Lot to pay such costs immediately upon receipt of a statement thereof. In addition, the Owner of a Lakefront Lot shall maintain it to the water's edge. Any planting along the water's edge, other than that done by the Developer, shall be approved by the Lakefront Owner's Association.

5.13 Visual Screening on Lots. The drying of clothes in public view is prohibited. Similarly, all yard equipment, woodpiles and other items of personal property shall be stored out of the public view.

5.14 Signs, Advertisements, Billboards. No sign, advertisement, billboard or advertising structure of any kind shall be placed, maintained or displayed to the public view on any Lot except two signs for each building site, of not more than ten square feet, advertising the property for sale or lease. Declarant shall have the right to remove any such sign, advertisement, billboard or structure which is placed on a Lot, and in doing so shall not be subject to any liability for trespass or other tort in connection therewith or arising from such removal. Provided, however, Declarant may maintain, as long as it owns property in the Subdivision, such facilities as in its sole discretion may be necessary or convenient, including, but without limitation, offices, storage areas, model units and signs. Signs supporting neighborhood children and teens involved in school activities (sports, band, choir, etc.) shall be allowed as long as the signs are not larger than 3 square feet. Snipes signs (18"x24" signs on metal stakes) are not allowed

5.15 Roofing Material. The roof of any Residence (including any garage) shall be constructed or covered with asphalt or composition type shingles (Elk Prestige II or equal), roofing tiles or metal. Any other type of roofing material shall be permitted only at the sole discretion of the Architectural Control Committee.

5.16 Antennae and Satellite Dishes. No electronic antenna or device of any type other than an antenna or small satellite dish for receiving television or radio signals shall be erected, constructed, placed or permitted to remain on any Lot or Residence. Antennae and satellite dishes must be attached to the Residence and located to the rear of the roof ridge line, gable or center line of the Residence and out of view from the adjoining street(s). No antenna or satellite dish shall extend above the roof of the Residence.

5.17 Sidewalks. Before a Residence is completed and occupied, the Owner of the Lot shall construct a concrete sidewalk or sidewalks to such specifications and in such locations as the Architectural Control Committee, in its sole discretion, shall require. Such sidewalks shall also comply with the ordinances, rules and regulations of the City of Lake Jackson.

5.18 Use of the Lake. The Lake shall be used only by Lakefront Owners and their guests for recreational purposes. Only boats or other vessels powered by human effort, the wind or electric trolling motors of a type approved by the Lakefront Owners Association shall be allowed on the Lake. The islands, if any, and fountains, if any, located in the Lake are for visual enjoyment only and access on or to them is prohibited except for maintenance purposes as determined by the Lakefront Owners Association.

5.19 Piers on Lakefront Lots. No pier, dock or bulkheading may be constructed on the Lake. Declarant reserves the right to amend this restriction, if necessary, for future Lake maintenance.

5.20 Fences. Any fence facing any road must be of either cedar (capped and stained, using the Architectural Control Committee approved stain and color) wrought iron, brick, or stone. Any fence constructed adjacent to the Lake on a Lakefront Lot must be of non-opaque ornamental iron. No fence may be placed on any Lot without prior approval as to design, material and construction from the Architectural Control Committee, as provided in Article IV.

5.21 Air Conditioners. No window or wall type air conditioners shall be allowed in any Residence unless approved by the Architectural Control Committee.

5.22 Solar Collectors. No solar collector shall be placed on a Lot.

5.23 City of Lake Jackson. All activities in the Subdivision are subject to the ordinance, rules and regulations of the City of Lake Jackson. In the event of a conflict between this Declaration and the ordinances, rules or regulations of the City of Lake Jackson, the latter shall control.

5.24 Parking on Grass. No vehicle of any kind (e.g. car, truck, golf cart, four wheeler, motorcycle, scooter, etc.) shall be parked in public view on the grassy part of any Lot except for contractor vehicles involved in active construction on the Lot.

ARTICLE VI COVENANT FOR ASSESSMENTS - HOMEOWNERS ASSOCIATION

6.1 Covenant. Each Owner, by acceptance of the conveyance of a Lot or any portion thereof, shall be deemed to covenant and agree to pay to the Homeowners Association his pro rata share of all expenses of the Homeowners Association.

6.2 Assessment. The expenses of the Homeowners Association shall be assessed with respect to each Lot in such amounts and at such times as the Homeowners Association shall from time to time determine, in its sole discretion. The assessments shall be sufficient for the Homeowners Association to perform all duties assigned under Section 7.2 hereof. All assessments shall be paid by the Owner within thirty days after written request is made by the Homeowners Association. If not paid within thirty days, the assessment shall bear interest at the rate of seventeen per centum (17%) from the due date until paid. Such assessment, together with interest and any reasonable attorney's fees and other costs incurred by the Homeowners Association as a result of nonpayment by an Owner, shall be a charge and a continuing lien upon the subject Lot. Each such assessment, together with interest, costs and attorney's fees, shall also be the personal obligation of the person who was the Owner of the Lot at the time when the assessment was made. To secure payment of such sums, a vendor's lien is herein and hereby retained in each deed conveying a Lot, in favor of the Homeowners Association, its successors and assigns.

6.3 Purpose. The assessments shall be used exclusively to exercise and perform the rights and duties of the Homeowners Association under this Declaration.

6.4 Commencement. The assessments provided for herein shall commence and be payable with respect to a Lot upon conveyance of the Lot to an Owner.

6.5 Priority of Lien for Assessment. The lien of the assessment provided for herein shall be subordinate to the lien of any first mortgage existing at any time upon the particular Lot involved.

6.6 Declarant's Rights and Duties. Notwithstanding anything contained in this Article to the contrary, Declarant shall have all the rights of the Homeowners Association to determine the amount of and to collect the assessment described herein and Declarant shall perform the duties of the Homeowners Association hereunder, until such time as Declarant, in its sole discretion, relinquishes and assigns such rights and duties to the Homeowners Association by a document recorded in the Official Records of Brazoria County, Texas. Further, Declarant shall not be required to pay any assessment with respect to any Lot owned by Declarant.

ARTICLE VII. HOMEOWNERS ASSOCIATION

7.1 Membership. Each Owner shall be a member of the Homeowners Association. No other persons may be members of the Homeowners Association.

7.2 Duties. The Homeowners Association shall have the following duties:

- a. to collect and account for the assessments provided above;
- b. to maintain the Common Area and Reserves, including maintaining the entire outfall system used to drain the Lake in a manner which provides efficient drainage;
- c. to enforce this Declaration;
- d. to perform any other duties provided herein or assigned by Declarant; and
- e. regardless of any other provision, to levy and collect assessments sufficient to perform its duties hereunder, including, without limitation, maintenance of the drainage outfall system so as to provide efficient drainage.

7.3 Voting Rights. The Homeowners Association shall have two classes of voting membership:

- a. Class A members shall be all Owners except Declarant. Each Class A member shall be entitled to one vote for each Lot such member owns. However, only one vote shall be cast with respect to each Lot, no matter whether the Lot is owned by more than one person. In the event of multiple Owners of a Lot, the Owners shall determine between or among themselves how the vote for such Lot is to be cast.

- b. The Class B member shall be Declarant. The Class B member shall be entitled to ten votes for each Lot it owns.

7.4 Termination and Suspension of Membership. Membership in the Homeowners Association shall automatically terminate without any formal action whenever a member ceases to be an Owner. The Board of Directors of the Homeowners Association may suspend the voting rights of any member who is in default in the payment of an assessment made as provided in this Declaration.

7.5 Resignation. No member may resign from the Homeowners Association so long as he is an Owner.

7.6 Cessation. The City of Lake Jackson shall have the authority to enforce any restriction herein concerning the maintenance of the retention/detention pond and outfall drainage system. No part of these restrictions affecting maintenance and funding of the retention/detention pond and outfall drainage system shall be amended without the prior approval of the City of Lake Jackson. The Homeowners Association shall not terminate or cease its existence, its operation, or performance of its duties without specific consent of the City of Lake Jackson. These restrictions are a third party contract for the benefit of the City of Lake Jackson for those purposes.

ARTICLE VIII COVENANT FOR ASSESSMENTS - LAKEFRONT OWNERS ASSOCIATION

8.1 Covenant. Each Lakefront Owner, by acceptance of the conveyance of a Lakefront Lot or any portion thereof, shall be deemed to covenant and agree to pay to the Lakefront Owners Association his pro rata share of all expenses of the Lakefront Owners Association.

8.2 Assessment. The expenses of the Lakefront Owners Association shall be assessed with respect to each Lot in such amounts and at such times as the Lakefront Owners Association shall from time to time determine, in its sole discretion. The assessments shall be sufficient for the Lakefront Owners Association to perform all duties assigned under Section 9.2 hereof. All assessments shall be paid by the Lakefront Owner within thirty days after written request is made by the Lakefront Owners Association. If not paid within thirty days, the assessment shall bear interest at the rate of seventeen percent (17%) from the due date until paid. Such assessment, together with interest and any reasonable attorney's fees and other costs incurred by the Lakefront Owners Association as a result of nonpayment by a Lakefront Lot Owner shall be a charge and a continuing lien upon the subject Lakefront Lot. Each such assessment, together with interest, cost and attorney's fees, shall also be the personal obligation of the Lakefront Owner of such Lakefront Lot at the time when the assessment was made. To secure payment of such sums, a vendor's lien is herein and hereby retained in each deed conveying a Lakefront Lot, in favor of the Lakefront Owners Association.

8.3 Purpose. The assessment shall be used exclusively to exercise and perform the rights and duties of the Lakefront Owners Association under this Declaration (including, but not limited to, rights and duties assigned by Declarant).

8.4 Commencement. The assessments provided for herein shall commence and be payable with respect to a Lakefront Lot upon conveyance of said Lot to a Lakefront Owner.

8.5 Priority of Lien for Assessment. The lien of the assessments provided for herein shall be subordinate to the lien of any first mortgage existing at any time upon the particular Lakefront Lot.

8.6 Declarant's Rights and Duties. Notwithstanding anything contained in this Article to the contrary, Declarant shall have all the rights of the Lakefront Owners Association and the Board of Directors thereof to determine the amount of and to collect the assessments described herein, and Declarant shall perform the duties of the Lakefront Owners Association hereunder until such time as Declarant, in its sole discretion, relinquishes and assigns such rights to the Lakefront Owners Association by a document recorded in the Official Records of Brazoria County, Texas. Further, Declarant shall not be required to pay any assessment with respect to any Lakefront Lot owned by Declarant.

ARTICLE IX LAKEFRONT OWNERS ASSOCIATION

9.1 Membership. Each Owner of a Lakefront Lot shall be a member of the Lakefront Owners Association. No other persons may be members of the Lakefront Owners Association. Each Owner of a Lakefront Lot shall also be a member of the Homeowners Association and subject to Articles VI, and VII hereof.

9.2 Duties. The Lakefront Owners Association shall have the following duties:

- a. to collect the assessments provided above;
- b. to maintain the Lake in such a manner that it is aesthetically pleasing and allows for efficient drainage through the outfall system maintained by the Homeowners Association, including, but not limited to, the following functions: installation and maintenance of fountains, if any; construction and maintenance of island(s), if any; maintenance and installation of water well, landscaping, and sprinkler systems; utilities; fish stocking; aquatic vegetation control, and to establish rules for the use and enjoyment of the Lake;
- c. to enforce the provisions of this Declaration which relate to the Lake;
- d. to perform any other duties assigned by Declarant; and

- e. regardless of any other provisions, to levy and collect assessments sufficient to perform its duties hereunder, including, without limitation, maintenance of the Lake so as to provide efficient drainage.

9.3 Voting Rights. The Lakefront Owners Association shall have two classes of voting membership:

- a. Class A members shall be all Lakefront Owners except Declarant. Each Class A member shall be entitled to one vote for each Lakefront Lot such member owns. However, only one vote shall be cast with respect to each Lakefront Lot, no matter whether the Lakefront Lot is owned by more than one person. In the event of multiple Lakefront Owners of a Lakefront Lot, such Lakefront Owners shall determine between or among themselves how the vote for such Lakefront Lot is to be cast.
- b. The Class B member shall be Declarant. The Class B member shall be entitled to ten votes for each Lakefront Lot it owns.

9.4 Termination and Suspension of Membership. Membership in the Lakefront Lot Owners Association shall automatically terminate without any formal action whenever a member ceases to be a Lakefront Owner. The Board of Directors of the Lakefront Owners Association may suspend the voting rights of any member who is in default in the payment of an assessment made as provided in this Declaration.

9.5 Resignation. No member may resign from the Lakefront Owners Association so long as he is a Lakefront Owner.

9.6 Cessation. The City of Lake Jackson shall have the authority to enforce any restriction herein concerning the maintenance of the retention/detention pond and outfall drainage system. No part of these restrictions affecting maintenance and funding of the retention/detention pond and outfall drainage system shall be amended without the prior approval of the City of Lake Jackson. The Lakefront Owners Association shall not terminate or cease its existence, its operation, or performance of its duties without specific consent of the City of Lake Jackson. These restrictions are a third party contract for the benefit of the City of Lake Jackson for those purposes.

ARTICLE X GENERAL PROVISIONS

10.1 Enforcement. Declarant or any Owner shall have the right to enforce, by any proceedings at law or in equity, all restrictions, conditions, covenants, reservations, liens and charges now or hereafter imposed by the provisions of this Declaration. Failure to enforce any covenant or restriction herein contained shall in no event be deemed a waiver of the right to do so thereafter.

10.2 Severability. Invalidation of any one of these covenants or restrictions by judgment or court order shall not affect any other provisions, all of which shall remain in full force and effect.

10.3 Amendment. This Declaration shall run with and bind the Subdivision for a term of twenty years from the date this Declaration is recorded, after which time it shall be automatically extended for successive periods of ten years. So long as Declarant owns any of the Lots, this Declaration may be amended by an instrument signed by those Owners owning at least one-half of the Lots. After Declarant has conveyed all of the Lots, this Declaration may be amended by an instrument signed by those Owners owning not less than two-thirds of the Lots.

10.4 Interpretation. If this Declaration or any word, clause, sentence, paragraph or other part thereof shall be susceptible of more than one or conflicting interpretations, then the interpretation which is most nearly in accordance with the general purposes and objectives of this Declaration shall govern.

10.5 Omissions. If any punctuation, word, clause, sentence or provision necessary to give meaning, validity or effect to any other word, clause, sentence or provision appearing in this Declaration shall be omitted herefrom, then it is hereby declared that such omission was unintentional and that the omitted punctuation, word, clause, sentence or provision shall be supplied by inference

10.6 Additional Lands. Additional lands may become subject to the scheme of this declaration in the following manner:

Additional land representing future sections or phases of the Northwood Estates Subdivision may be annexed from time to time by the Declarant, its successors or assigns, without the consent of other owners, or their mortgagees within fifteen (15) years of the date of recording of this Declaration of Covenants, Conditions and Restrictions. The annexation or addition may be accomplished by the execution and filing for record by the owner of the property being added or annexed, an instrument which may be called Supplemental Declaration which shall set out and provide in substance, the name of the owner of the property being added or annexed who shall be called the Declarant, the perimeter description of the property being added or annexed, the description of the residential areas and of the common area of the property being added or annexed and the rights and easements of the owner in and to the common areas, that the property is being added or annexed in accordance with the provisions of this Declaration of Covenants, Conditions and Restrictions, and that the property being added or annexed shall be developed, held, used, sold and conveyed in accordance with and subject to the provisions of this Declaration of Covenants, Conditions and Restrictions, that all of the provisions of this Declaration of covenants, Conditions and Restrictions shall apply to the property being added or annexed with the same force and effect as if said property were originally

included therein as part of the original development, that the property being added or annexed is submitted to the jurisdiction of the Homeowners Association and the Lakefront Owners Association with the same force and effect as if said property were originally included in this Declaration of Covenants, Conditions and Restrictions as part of the original development, and such "Supplemental Declaration" may contain such other provisions which are not inconsistent with the provisions of this Declaration of Covenants, Conditions and Restrictions or the general scheme or plan of the Northwood Estates Subdivision as a residential development. Nothing in this declaration shall be construed to represent or imply that Declarant, its successors or assigns are under any obligation to add or annex additional property to this residential development. At such time as the "Supplemental Declaration" is filed for record as herein provided, the annexation shall be deemed accomplished and the annexed area shall be part of the properties and subject to each and all of the provisions of this Declaration of Covenants, Conditions and Restrictions and to the jurisdiction of the Homeowners Association and the Lakefront Owners Association in the same manner and with the same force and affect as if such annexed property had been originally included in this Declaration of Covenants, Conditions and Restrictions as part of the original development. After additions or annexations are made to the development, all assessments collected by the Homeowners Association and the Lakefront Owners Association from the owners in the annexed areas shall be commingled with the assessments collected from all other owners so that there shall be common maintenance funds for all the subdivision. The Homeowners Association and the Lakefront Owners Association shall use the proceeds of the assessments for the use and benefit of all the residents of the property, provided that any additional property made a part of the subdivision by annexation will be entitled to the benefit of this maintenance fund and will be impressed with and subjected to the annual maintenance charge and assessment on a uniform per lot basis equivalent to the maintenance charge and assessment imposed hereby, and further made subject to the jurisdiction of the Homeowners Association and the Lakefront Owners Association, Additional residential and "common area" property may be annexed to the subdivision.


10.7 Gender and Number. Wherever the context shall require, all references herein to the male, female or neuter gender shall be deemed to include the other genders, when applicable, and all singular words shall include the plural and all plural words shall include the singular. Any reference herein to "Declarant" shall include any subsequent assignee of Declarant.

EXECUTED this the 10th day of July, 2002.

DECLARANT:

THE STATE OF TEXAS §
 §
COUNTY OF BRAZORIA §

This instrument was acknowledged before me, on this the 10th day July, 2002, by REG APLIN, President of Benchmark Investing, Inc., a Texas corporation, on behalf of said corporation.



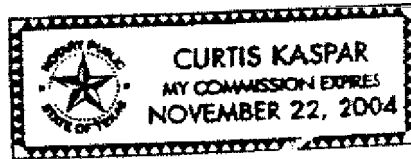
NOTARY PUBLIC IN AND FOR
THE STATE OF TEXAS

S020429.doc

BENCHMARK INVESTING, INC., Texas corporation

By 

REG APLIN, President



Corrections, Amendments & Interpretations

Paragraph	Change	Date	Method
<p>5.0 <u>Storage of Automobiles, Boats, Trailers and Other Vehicles</u></p> <p>Amendment shown in bold italics</p>	<p>No trailer of any type, boat, inoperative automobile, camper or recreational vehicle of any kind shall be in excess of 10.5 feet in height or stored in public view in the Subdivision <i>for a period of greater than 48 hours or more than 4 days in a single month.</i></p>	<p>December, 2007</p>	<p>By a written vote of more than one-half of the 153 Lot Owners: 80 For 08 Against 65 Abstains</p> <p>Approved by board: <i>Mike Heather, Mike Kessler, Reg Aplin</i></p>
<p>4.6 <u>Variances</u></p>	<p>Repeated sentence “describing the applicable restrictive covenant(s) and the particular variance requested, expressing the decision of the Architectural Control Committee to permit the variance” was removed.</p>	<p>January 27, 2008</p>	<p>Document correction by <i>Mike Heather</i></p>
<p>7.2 <u>Duties</u>, line e.</p>	<p>Modified sentence to read “collect assessment sufficient”. The word assessment was incorrectly omitted in the original document.</p>	<p>January 27, 2008</p>	<p>Document correction by <i>Mike Heather</i></p>
<p>5.14 <u>Signs, Advertisements, Billboards</u></p>	<p>Added “Signs supporting neighborhood children and teens involved in school activities (sports, band, choir, etc.) shall be allowed as long as the signs are not larger than 3 square feet. Snipes signs (18”x24” signs on metal stakes) are not allowed”</p>	<p>April 6, 2009</p>	<p>By vote of > 50% of lot owners – 11/6/08 Annual Mtg. (proxies + attendees)</p> <p><i>Mike Heather</i></p>
<p>5.24 <u>Parking on Grass.</u></p>	<p>Added new restriction stating “No vehicle of any kind (e.g. car, truck, golf cart, four wheeler, motorcycle, scooter, etc.) shall be parked in public view on the grassy part of any Lot except for contractor vehicles involved in active construction on the Lot.”</p>	<p>April 6, 2009</p>	<p>By vote of > 50% of lot owners – 11/6/08 Annual Mtg. (proxies + attendees)</p> <p><i>Mike Heather</i></p>