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ACCOMODATION RECORDING

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DECLARATION OF COVENANTS, CONDITIONS, RESTRICTIONS AND EASEMENTS FOR PARKER'S LAKE SUBDIVISION

THE STATE OF TEXAS }
} KNOW ALL MEN BY THESE PRESENTS
COUNTY OF HARRIS }

This Declaration (the "Declaration") is made on this the 21st day of January 2014 by PALT, INC., LLC ("Declarant").

~~WITNESSETH~~

WHEREAS, Declarant (Palt Inc. & Bayway Homes Inc.) is the owner of that certain tract or parcel of land including the lake located in Parker's Lake Subdivision, (hereinafter called and referred to as "Property"), situated in Harris County, Texas, which is more particularly described as follows, to-wit:

Lots One (1) through Sixteen (16), Parker's Lake Subdivision, Harris County, Texas, according to the plat thereof recorded in FILM CODE # 653010 of the Map Records of Harris County, Texas.

WHEREAS, it is the intent of Declarant by this Declaration to provide and adopt a general and uniform plan or scheme or covenants, easements, restrictions and conditions designed to govern and control the use and enjoyment of the Property for residential purposes and to enhance and protect the value, desirability and attractiveness of said Property to insure that it will continue to be and remain a high-class restricted residential subdivision.

NOW, THEREFORE, Declarant hereby declares that the Property described above shall be held, used, sold and conveyed in accordance with and subject to the following plans of easements, restrictions and stipulations all of which are hereby adopted for and placed upon said Property and shall run with the Property and be binding on all parties now or any time hereafter having or claiming any right, title or interest in the described Property or any part thereof, their heirs, executors, administrators, successors and assigns, and shall inure to the benefit of each owner thereof or any part thereof. Any one said beneficiaries shall have the right to enforce such restrictions, covenants, or liens available at law or in equity.

ARTICLE I
DEFINITIONS

The following capitalized terms shall have the meanings given below:

1. "Property" means certain land including the lake described on the plat attached hereto.

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2. "Lot" means each of the sixteen (16) parcels of land out of the Property the same being designated as Lots 1 through 16 inclusive on the plat attached hereto, each constituting a building site for one residence for individual use and ownership.

3. "Easement" means to the various utility, driveway, or other easements of record from time to time in the official records of real property for Harris County, Texas, and such other easements as are created or referred to in the Declaration.

4. "Owner" means the legal Owner, whether one or more persons or entities, of any Lot including contract sellers and any person or entity holding legal title as Trustee, but excluding those having such interest merely as security for the performance of an obligation.

5. "Parker's Lake Homeowners Association" means a committee of three (3) individuals appointed by PALT, INC., LLC.

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ARTICLE II
BUILDING AND USE RESTRICTIONS

Section 1. Residences and Buildings. No buildings or other structures shall be placed, constructed or reconstructed on any of the Lots of this Property other than single family residences on slab or piling foundations. No mobile homes or pre-fabricated homes shall be placed on any of the Lots of this Property.

Section 2. Lake. The lake is designated for boating, man powered and for fishing but not for water skiing, between the hours of 8 a.m. And 7 p.m.. No motorized boats are allowed. No water skiing is allowed.

Section 3. Residential Use. Each Lot shall be used for and occupied solely as a single-family residence. No Lot shall be used or occupied for any business, commercial, trade or professional purpose. The foregoing notwithstanding, Declarant, as an Owner may construct single family residences on the property and conduct sales of the same therefrom.

Section 4. Fencing. A front fence will be constructed by the developer or home builder on each lot. No fencing will be allowed in the lake. Rod iron fencing is allowed from the rear of the home to the lake. A wood fence (6') is allowed from the front fence to the rear of the house.

Section 5. Nuisance. No noxious or offensive activity shall be carried on or permitted upon any Lot, nor shall anything be done therein which may be or become an annoyance or nuisance to the neighborhood or to other Lots.

Section 6. Signs. There shall not be displayed to public view on any Lot any sign other than a "for sale" or "for lease" sign of not more than six (6) square feet. This prohibition shall not apply to Declarant in its initial sale of the residences it constructs on the Property.

Section 7. Maintenance.

i) All Lots shall at all times be kept in a healthful, sanitary, and attractive condition. All trash, garbage, or waste matter shall be kept in adequate containers which shall be maintained in a clean and sanitary condition and screened from public view. Each Lot shall be landscaped in an attractive manner. All landscaping, including lawns, shall be kept healthy, weed free, neatly trimmed, pruned, mowed, all as appropriate, and in an attractive condition. All diseased or dead vegetation shall be promptly removed and replaced as necessary to maintain the attractiveness of the landscaping. Each Owner shall keep the exterior of the improvements on its Lot neat, clean, and well-maintained. This maintenance obligation shall include the obligation to repaint painted surfaces as necessary. All painting shall be done so as to maintain the original color scheme of the improvements on the property;

ii) The lake and boat access ramp shall be maintained by Parker's Lake Subdivision Homeowners Association, Inc.

If an Owner fails to maintain his Lot or the improvements thereon in accordance with the requirements of this provision, the Parker's Lake Homeowners Association may give the failing Owner notice thereof. If such failing Owner does not remedy the situation for which notice is given, in writing within fifteen (15) days of the deposit of such notice in the United States Mail, in a prepaid wrapper, registered or certified, return receipt requested and addressed to the Lot of the Owner, the party giving such notice may undertake such action as is necessary, and the Owner of the subject Lot shall pay on demand the costs such party incurs.

Section 7. Storage Parking of Automobiles. Boats, Trailers and Other Vehicles. Boats, trailers, travel trailers, automobiles or vehicles of any kind (which are in good condition) are allowed to be stored under house or in the garage.

Section 8. Temporary Structures Prohibited. No structure of a temporary character, such as a tent, trailer, camper, garage or other outbuildings (whether affixed to the realty or not) shall ever be used on the Property as a residence or dwelling. Property owners can apply to the HOA for a variance for storage sheds or pergola's (etc.).

Section 9. Architectural Control. No improvements of any character shall be erected or placed on the Property other than those originally constructed by Declarant or lot owners, except for replacements thereto or reconstruction thereof all of which shall be in accordance with plans and specifications used by Declarant in the original construction. No changes shall be made in the exterior color scheme of the improvements on the Property. Any Owner desiring to repair or reconstruct the Improvements on its Lot shall obtain the written approval of the Parker's Lake Homeowners Association before commencing same. If, but only if, the proposed work will be in accordance with the plans and specifications used by Declarant in the original construction, such approval shall not be withheld.

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Section 10. Agreement for Mediation. In the event any dispute arises under the provisions of this Declaration, all parties to the dispute shall attempt to settle it in good faith. If the dispute cannot be resolved by negotiation, the dispute shall be submitted to mediation before resorting to litigation. If the need for mediation arises, a mutually acceptable mediator shall be chosen by the parties to the dispute who shall share the cost of mediation services equally. All parties will meet with the mediator who will try to resolve the dispute informally and confidentially. The mediator will facilitate the resolution of any disputes but no settlement will be binding unless it is agreed to by all parties.

Section 11. Mineral Exploration. No oil, gas or other mineral or water exploration or development operations, including, without limitation, seismographic exploration, drilling, refining, mining, quarrying, tunneling, excavation, tank or pipeline construction or erection or any other similar activity or activities connected with such exploration or development, shall ever be conducted on the Lot or Lake.

Section 12. Insurance. Each Owner shall obtain insurance for his Lot and all improvements thereon against loss or damage by fire or other hazards in an amount sufficient to cover the full replacement costs of any repair or reconstruction work in the event of damage or destruction from any hazard. Said insurance may include coverage against vandalism. Premiums for all such insurance shall be the expense of the Owner. In the event of damage or destruction by fire or other casualty to a Lot or any improvements thereof, the Owner shall, within six months, promptly upon the receipt of the insurance proceeds, contract, and without delay commence, to rebuild or repair such damaged or destroyed portions of the Lot or any improvements thereon to as good condition as formerly and in accordance with the plans and specifications of the original construction or remove structure totally. If the Owner of the affected Lot did not maintain insurance as above required, the Parker's Lake Homeowners may effect such repair or reconstruction or remove and all sums expended pursuant to the Section 13 shall be due and payable by the Owner of the affected Lot on demand and shall be secured by the express lien hereinafter provided.

ARTICLE III
EASEMENTS

Section 1. Utilities, Etc. In addition to all easements mentioned or created in the Declaration, or otherwise existing, easements shall exist as follows:

A. Utilities. Easements for installation of utilities are reserved and dedicated as shown and/or provided for from time to time in instruments of record in the public records of real property of Harris County, Texas, and/or in this Declaration.

B. Owners of Adjacent Lots. All Lots shall be subject to a perpetual easement in favor of abutting Lots for maintenance and repair of the improvements on such abutting Lots if the same cannot reasonably be accomplished without use of such easement.

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ARTICLE IV
COMMON AREAS

Section 1. Common Areas Defined. The common areas shall consist of the lake and boat access ramp and any other access to the lake.

Section 2. Maintenance of the Common Areas. The common areas will be landscaped and maintained by the Parker's Lake Subdivision Homeowners Association, and all costs incurred for same will be assessed to the owners of each Lot, to be divided equally among them as further described in Article V, Section 1 below.

ARTICLE V
MAINTENANCE CHARGES

Section 1. Maintenance Charges. The Parker's Lake Homeowners Association shall establish a maintenance fund for the purpose of maintaining and repairing the common areas including the lake, and shall assess the Owners an initial yearly assessment of $300.00 in order to establish and maintain such maintenance fund. If at any time the maintenance fund is inadequate to pay for maintenance and repairs to the common areas including the lake, the Parker's Lake Homeowners Association shall assess each Owner for said Owners pro-rata share of the deficiency in addition to the normal monthly assessment. Transfer fees at closings will be $50.00.

Section 2. Collection and Liens. All sums owed by Owner to the Parker's Lake Homeowners Association or another Owner pursuant to a provision of this Declaration, together with interest thereon at the per annum rate of 18% and shall be secured by a lien which is hereby created, upon the subject Lot in favor of the party to whom such sums are owed. The beneficiary of said lien shall have a power of sale to enforce same in the manner provided by the Texas Property Code, or as otherwise provided by law for non-judicial foreclosure. Said lien shall be subordinate and inferior to purchase money liens. The Parker's Lake Homeowners Association may, by appropriate written instrument recorded in accordance with the laws of the State of Texas and with notice to all Owners, subordinate said lien to any other mortgage or deed of trust liens and/or other encumbrances.

Section 3. Cumulative Remedies. The various rights and remedies of the Parker's Lake Homeowners Association and the Owners, as set out herein, are and shall be cumulative of and in addition to each other and those provided at law or in equity. All of such remedies may be used, relied upon, resorted to and enforced without in any way affecting the ability of the Parker's Lake Homeowners Association or Owner to use, rely upon, resort to and enforce the others, or any of them.

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ARTICLE VI
GENERAL PROVISIONS

Section 1. Duration. The covenants and restrictions of this Declaration shall run with and bind the land, for a term of twenty (20) years from the date this Declaration is recorded, after which time they may be automatically extended for successive periods of ten (10) years by a majority vote of the Parker's Lake Homeowners Association.

Section 2. Enforcement. The Declarant, the Parker's Lake Homeowners Association or any Owner at his own expense shall have the right to enforce by proceeding at law or in equity all restrictions, covenants, conditions, reservations and charges and all other provisions set out in this Declaration. Failure of the Declarant, the Parker's Lake Homeowners Association or any Owner to take any action upon any breach or default of or in any respect to any of the foregoing shall not be deemed a wavier of their right to take enforcement action upon any subsequent breach or default. If the Parker's Lake Homeowners Association (or its designee) or an Owner places the enforcement of this Declaration in the hands of an attorney who files suit against an Owner thought to be in default or violation of a provision hereof and if the party so prosecuting prevails in such suit, the Owner so sued shall be liable to the party so prosecuting for its attorney's fees and court costs.

Section 3. Interpretation. If this Declaration or any word, clause, sentence, paragraph or other part thereof shall be susceptible to more than one or conflicting interpretations, then the interpretation which is the most nearly in accordance with the general purposes and objectives of this Declaration shall govern.

Section 4. Severability. Invalidation of any one ore more of the covenants, restrictions, conditions or provisions contained in this Declaration, or any part thereof, shall in no way affect any of the other covenants, restrictions, conditions or provisions which shall remain in full force and effect.

Section 5. Amendments. This Declaration can only be amended or modified by an instrument in writing signed by the Owners of all of the Property and Lots at the time of such amendment.

Section 6. Parker's Lake Homeowners Association. The affairs of the Parker's Lake Homeowners Association shall be managed in accordance with the Bylaws it adopts.

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IN WITNESS THEREOF, the undersigned, PALT, INC., LLC, the Declarant herein, has hereunto set its hand the date first above set forth.

(2)
1OR

PALTINC., LLC, BAYWAY HOMES INC., T&W Construction

By: _____
TIMOTHY C. LEPPARD, Manager

By: _____
JON SKEELE, Manager

By: _____
TOM BLAINE, Manager

1OR

PARKER'S LAKE HOMEOWNERS ASSOCIATION, INC.

By: _____
TIMOTHY C. LEPPARD, Director

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STATE OF TEXAS }
}
COUNTY OF HARRIS }

Before me, the undersigned authority, on this day personally appeared Timothy C. Leppard, Manager of Palt, Inc., LLC, a Texas Limited Liability Company, 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, in the capacity therein stated and as the act and deed of said corporation.

Given under my hand and seal of office on this the 21st day of January, 2014.

MAURI SEARS
Notary Public, State of Texas
My Commission Expires
May 21, 2017

NOTARY PUBLIC, STATE OF TEXAS

STATE OF TEXAS }
}
COUNTY OF HARRIS }

Before me, the undersigned authority, on this day personally appeared Timothy C. Leppard, Director of Parker's Lake Homeowners Association, Inc., a Texas corporation, 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, in the capacity therein stated and as the act and deed of said corporation.

Given under my hand and seal of office on this the 21st day of January, 2014.

MAURI SEARS
Notary Public, State of Texas
My Commission Expires
May 21, 2017

NOTARY PUBLIC, STATE OF TEXAS

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STATE OF TEXAS }
}
COUNTY OF HARRIS }

Before me, the undersigned authority, on this day personally appeared Jon Skeele, Manager of Bayway Homes Inc., 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, in the capacity therein stated and as the act and deed of said corporation.

Given under my hand and seal of office on this the 28th day of January, 2014.

CINDY SHAW
Notary Public, State of Texas
My Commission Expires
January 16, 2015

Cindy Shaw
NOTARY PUBLIC, STATE OF TEXAS

STATE OF TEXAS }
}
COUNTY OF HARRIS }

Before me, the undersigned authority, on this day personally appeared Tom Blaine, Manager of T&W Construction, 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, in the capacity therein stated and as the act and deed of said corporation.

Given under my hand and seal of office on this the 21st day of January, 2014.

Mauri Sears
NOTARY PUBLIC, STATE OF TEXAS

MAURI SEARS
Notary Public, State of Texas
My Commission Expires
May 21, 2017

Texas American Title
12941 Gulf Freeway Suite 240
Houston, Texas 77034
281-484-8680
Fax 281-484-0689

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Pages 10
01/31/2014 08:16:04 AM
e-Filed & e-Recorded in the
Official Public Records of
HARRIS COUNTY
STAN STANART
COUNTY CLERK
Fees 48.00

RECORDERS MEMORANDUM
This instrument was received and recorded electronically and any blackouts, additions or changes were present at the time the instrument was filed and recorded.

Any provision herein which restricts the sale, rental, or use of the described real property because of color or race is invalid and unenforceable under federal law.
THE STATE OF TEXAS
COUNTY OF HARRIS
I hereby certify that this instrument was FILED in File Number Sequence on the date and at the time stamped hereon by me; and was duly RECORDED in the Official Public Records of Real Property of Harris County, Texas.

Stan Stanart
COUNTY CLERK
HARRIS COUNTY, TEXAS