

588103

DECLARATION OF  
RESERVATIONS, RESTRICTIONS, COVENANTS AND LIENS  
OF  
NEWPORT, SECTION ONE

144-25-2256

THE STATE OF TEXAS §

KNOW ALL MEN BY THESE PRESENTS:

COUNTY OF HARRIS §

At a meeting of the Board of Directors of Diamondhead Corporation, a Delaware corporation (hereinafter called the "Corporation"), held in the office of the Corporation in New York, New York, on the 24th day of April, 1972, all the Directors of the Corporation being present, the following resolution was adopted by unanimous vote:

BE IT RESOLVED:

That the restrictions, covenants and liens hereinafter set out shall be, and the same are, made applicable to NEWPORT, SECTION ONE, a subdivision in Harris County, Texas, according to the map or plat thereof filed for record in the Official Public Records of Real Property of Harris County, Texas, on APRIL 22, 1972, under File No. D-578243, and recorded under Film Code Reference No. 17, said map being hereinafter referred to as the "Map". The Map has been duly authenticated with proper certificate showing dedication of the streets, drives, and easements to the use of the present and future residents and to the public, subject to the reservations, restrictions, covenants and liens herein contained, to the same extent as though copied at length in said dedication certificate and the Map is subject only to such minor changes as, in the judgment of DIAMONDHEAD CORPORATION, are necessary for the efficient installation of improvements. That DIAMONDHEAD CORPORATION is the owner of all the lots, tracts, parcels and property in said NEWPORT, SECTION ONE.

RESERVATIONS

That the Map dedicates for public use as such the streets, alleys, parks and easements shown thereon and there was reserved and is hereby expressly reserved in DIAMONDHEAD CORPORATION the following rights, title and easements, which reservations shall be referred to and made a part of and construed as being adopted in each and every contract, deed or conveyance executed or to be executed by or on behalf of DIAMONDHEAD CORPORATION conveying NEWPORT, SECTION ONE or any part thereof.

(1) The legal and fee simple title in and to each and all of the several streets and drives as shown on the Map is hereby reserved in the Corporation subject to the limited dedications herein expressed.

(2) The Corporation reserves the exclusive right to construct and operate in, over, upon, along and under said streets and drives a transportation system or systems; and to erect and maintain therein and thereon wires and poles for the purpose of constructing and maintaining a system of electric lights, power, telegraph and telephone line or lines and connections; and to construct, lay, and maintain in, along, and under any and all of said streets and drives

and along easements provided therefor, all pipes and conduits necessary and proper for the construction and maintenance of a system of drainage and a system of sewage and for the supply of water, (retaining also the right to grant or to deny to areas beyond NEWPORT, SECTION ONE connection privileges to said drainage, sewage or water systems) gas, light and power, telegraph and telephone service to said NEWPORT, SECTION ONE and the inhabitants thereof; and for all other purposes incident to the development and use of said property as a community unit.

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(3) The Corporation reserves the necessary easements and rights-of-way for the purpose of constructing, maintaining and repairing a system or systems of light, electric power, telegraph and telephone line or lines, gas, sewers, or any other utility the Corporation sees fit to install across said lots, tracts and parcels of land situated in NEWPORT, SECTION ONE, as shown on the Map, to which and its record reference is here made for all purposes.

(4) The Corporation reserves the right to make minor changes in and additions to the above easements for the purpose of most efficiently and economically installing the improvements.

(5) The above reservations will not prevent entry by any municipal authority or utility company or their successors or assigns, upon said easements and rights-of-way for the purpose of constructing, maintaining and repairing a system or systems of light, electric power, telephone and telegraph line or lines, gas, sewers or any other utility the Corporation sees fit to have installed across said lots, tracts and parcels situated in NEWPORT, SECTION ONE, and such right upon the part of any such municipal authority or utility company is hereby expressly recognized.

(6) Neither the Corporation nor any municipal authority nor any utility company using the easements and rights-of-way herein referred to, shall be liable for any damage done by them or their assigns, their agents, employees or servants, to shrubbery, trees or flowers or any other property of the owner situated on the land burdened by said easements.

(7) That the title conveyed by the Corporation to any lot, tract or parcel of land in NEWPORT, SECTION ONE by contract, deed or other conveyance shall not in any event be held or construed to include the title to the water, gas, sewer, storm sewer, electric light, electric power, telegraph or telephone lines, poles or conduits or any other utility or appurtenances thereto constructed by the Corporation, its agents or assigns through, along or upon said premises or any part thereof to serve said property or any other portions of NEWPORT, SECTION ONE, or any part of "NEWPORT", as said term is hereinafter defined, and the right to maintain, repair, sell or lease such lines, utilities and appurtenances to any municipality or other governmental agency or to any public service corporation or to any other party is hereby expressly reserved in the Corporation.

#### RESTRICTIONS

That for the purpose of creating and carrying out a uniform plan for the improvement and sale of NEWPORT, SECTION ONE, the Corporation, being the sole owner of all

property located in NEWPORT, SECTION ONE, desires to restrict the use and the development of the property located in NEWPORT, SECTION ONE, in order to insure that it will be and remain a high class, restricted subdivision;

NOW, THEREFORE, the Corporation being the sole owner of the property known as NEWPORT, SECTION ONE, a subdivision in Harris County, Texas, according to the Map hereinabove described, does hereby impose the following restrictions, covenants and liens upon NEWPORT, SECTION ONE which shall inure to the benefit of the Corporation, its successors and assigns and to each and every purchaser of lands in NEWPORT, SECTION ONE and their heirs, successors and assigns and to the Architectural Committee, for which is hereinafter provided, its successors and assigns, and to Newport Yacht and Country Club, Inc., its successors and assigns, and any one of said beneficiaries shall have the right to enforce such restrictions, covenants and liens using whatever legal method deemed advisable, including, without limitation, injunctive relief; and if any one of such restrictions, covenants and liens shall be held to be invalid, or for any reason is not enforced, none of the others shall be affected or impaired thereby, but shall remain in full force and effect. As used herein, the term "NEWPORT" shall refer to and mean NEWPORT, SECTION ONE, and any and all other lots, tracts or parcels of land now owned or hereafter acquired by the Corporation in any of the following surveys in Harris County, Texas, as well as those adjacent or contiguous thereto, to wit:

Humphrey Jackson Survey, Abstract No. 37  
William Wilson Survey, Abstract No. 838  
Absolom Reeves Survey, Abstract No. 60  
J. Callyhan Survey, Abstract No. 199  
Lewis A. Levy Survey, Abstract No. 517  
Victor Blanco Survey, Abstract No. 2  
W. R. Baker, Survey, Abstract No. 144.

#### Term

(1) These restrictions, covenants and liens shall be effective until April 30, 2022, at which time, unless terminated in the manner set forth in "(2)" below, these restrictions, covenants and liens shall be automatically extended for successive periods of ten years each until terminated in the manner set forth in "(2)" below, with the first such ten year period commencing May 1, 2022 and ending on April 30, 2032.

(2) Any one or more of the restrictions, covenants and liens herein contained may be annulled, amended or modified at any time by, but shall be deemed to have been annulled, amended or modified only upon, the recordation of an instrument in writing setting forth such annulment, amendment or modification and executed by the then record owner or owners (as shown by the Official Public Records of Real Property of Harris County, Texas at the time of the filing of such instrument) of seventy-five percent (75%) of the real property comprising NEWPORT, SECTION ONE (computed upon a square foot basis).

#### Land Use

(1) All lots, tracts and parcels of NEWPORT, SECTION ONE shall be used only as set forth and classified herein or on the Map and such designated usage can be changed only by and with the approval of the Architectural Committee, for which is hereinafter provided.

(2) All lots, tracts and parcels of NEWPORT, SECTION ONE, unless specifically designated for a different use on the Map (such as by the term "Unrestricted Reserve") or hereinafter, shall be used for residence purposes only. As used herein, the term "residence purposes" shall be held and construed to exclude hospitals, duplex houses and apartment houses, and to exclude commercial and professional uses; and any such useage of any lot, tract or parcel of NEWPORT, SECTION ONE is hereby expressly prohibited, except for those lots, tracts and parcels whose use is specifically indicated for purposes other than residence purposes as set forth hereinafter; provided, however, nothing contained herein shall be construed to prevent the Corporation from erecting and maintaining, or authorizing the erection and maintenance of structures and signs for the development and sale of the property situated in NEWPORT, SECTION ONE while the same or any part thereof is owned by the Corporation. 144-25-2250

#### Land Improvement

The terms "house" or "residence" as used herein with regard to building setback lines shall include galleries, porches, porte cocheres, steps, projections and every other permanent part of the improvements, except roofs.

All lots, tracts and parcels of NEWPORT, SECTION ONE, save and except those lots, tracts or parcels specifically designated for a different use on the Map (such as by the term "Unrestricted Reserve"), shall be improved, occupied and used according to the provisions of the following land improvement classification:

Classification R-S-2-1400 Residential-Single  
Family-Two-Story-1400 Square Feet

Those lots, tracts and parcels of NEWPORT, SECTION ONE hereinafter designated with Classification R-S-2-1400 are hereby restricted as to the use and improvement thereof as follows:

(1) Only one single family residence shall be constructed upon each lot, tract or parcel designated with this classification; however, this shall not prohibit the construction of a residence on a portion of two or more lots, tracts or parcels as shown on the Map, provided such tract constitutes a homesite under Paragraph (2) hereinbelow.

(2) Parts of two or more adjoining lots facing the same street in the same block may be designated as one homesite provided the lot frontage shall not be less than the minimum frontage of lots in the same block facing the same street.

(3) Any residence erected on a lot, tract or parcel designated with this classification shall not exceed two stories in height and no second story of any such residence shall have a floor level which lies at an elevation of less than five (5) feet, or more than twelve (12) feet, above any other floor level within the same residence.

(4) Any residence constructed on any lot, tract or parcel designated with this classification shall contain not less than one thousand four hundred square feet (1,400 sq. ft.) of fully enclosed floor area devoted to living

purposes, and if such residence is to be two (2) stories in height, the lower story of such residence shall contain not less than one thousand four hundred square feet (1,400 sq. ft.). Floor area as used in this paragraph (4) shall be exclusive of roofed or unroofed porches, terraces, garages, carports, galleries, porte cocheres and any other permitted outbuildings, and shall further be computed from the faces of the exterior walls enclosing such floor area.

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(5) The Architectural Committee hereinafter designated shall have the authority to make additional regulations and requirements as to the height and size of all buildings and structures within this classification, including, without limitation, fences, walls, eaves, trellises, copings and other such surfaces, projections and appendages as will visibly affect the appearance of said buildings and structures.

(6) As hereinafter provided, all permits and/or approvals for the construction of improvements upon property designated with this classification shall be issued only after a thorough review of a complete and detailed set of construction plans of the proposed buildings and no construction shall commence upon any lot, tract or parcel designated with this classification unless and until the receipt of written approval by the Architectural Committee shall have been effected. Plans and specifications submitted to the Architectural Committee for approval shall include, without limitation, the following:

(a) Site development plan, including drives, paths, fences, decks, patios and all proposed improvements in connection with such building.

(b) Landscaping plan, to include all trees, bushes, shrubbery, planting and other proposed landscaping.

(c) Complete and detailed construction plans and specifications, to include, without limitation, all exterior elevations, materials to be used, exterior colors to be used, plot plans and improvement locations.

(7) There shall be constructed upon each lot, tract or parcel in NEWPORT, SECTION ONE, designated with this classification a minimum of one (1) sheltered automobile parking stall of at least eight (8) feet in width and eighteen (18) feet in length. Said required parking stall and any other parking stall or stalls shall be constructed entirely within the building setback lines hereinafter prescribed. All enclosures, shelters, screens and other improvements constructed for the purpose of automobile and other vehicle parking shall be attached to and be a part of the structure of the residence constructed on all lots, tracts or parcels situated in NEWPORT, SECTION ONE.

(8) The following lots, parcels and tracts of NEWPORT, SECTION ONE are hereby designated with Classification R-S-2-1400 and all improvements erected or constructed thereon shall conform strictly to the restrictions of that classification, as well as the other restrictions hereinafter set forth as applying to all lots, tracts or parcels contained in NEWPORT, SECTION ONE, to-wit:

Lot Numbers  
(both numbers inclusive)

Block Number

Lots One (1) through Eight (8)	Block One (1)
Lots One (1) through Twelve (12)	Block Two (2)
Lots One (1) through Thirteen (13)	Block Three (3)
Lots One (1) through Eight (8)	Block Four (4)
Lots One (1) through Five (5)	Block Five (5) 144-25-226
Lots One (1) through Six (6)	Block Six (6)
Lots One (1) through Twelve (12)	Block Seven (7)
Lots One (1) through Six (6)	Block Eight (8)
Lots One (1) through Six (6)	Block Nine (9)
Lots One (1) through Thirty-one (31)	Block Ten (10)
Lots One (1) through Twenty-nine (29)	Block Eleven (11)
Lots One (1) through Thirty-eight (38)	Block Twelve (12)
Lots One (1) through Forty-one (41)	Block Thirteen (13)
Lots One (1) through Twenty-four (24)	Block Fourteen (14)
Lots One (1) through Twenty-five (25)	Block Fifteen (15)
Lots One (1) through Thirty-two (32)	Block Sixteen (16)
Lots One (1) through Twenty-nine (29)	Block Seventeen (17)
Lots One (1) through Twenty-four (24)	Block Eighteen (18)
Lots One (1) through Twenty-five (25)	Block Nineteen (19)
Lots One (1) through Twenty-five (25)	Block Twenty (20)
Lots One (1) through Thirty-eight (38)	Block Twenty-one (21)
Lots One (1) through Thirty-one (31)	Block Twenty-two (22)
Lots One (1) through Fifty-eight (58)	Block Twenty-three (23)
Lots One (1) through Thirty-eight (38)	Block Twenty-four (24)
Lots One (1) through Thirty-four (34)	Block Twenty-five (25)
Lots One (1) through Forty-one (41)	Block Twenty-six (26)
Lots One (1) through Forty-four (44)	Block Twenty-seven (27)
Lots One (1) through Twenty-three (23)	Block Twenty-eight (28)
Lots One (1) through Twenty-six (26)	Block Twenty-nine (29)
Lots One (1) through Nineteen (19)	Block Thirty (30)
Lots One (1) through Three (3)	Block Thirty-one (31)
Lots One (1) through Three (3)	Block Thirty-two (32)

Approval to Build

No construction or erection of improvements upon any lot, tract or parcel contained in NEWPORT, SECTION ONE, however classified, shall ever be commenced until the written approval of the Architectural Committee shall have been received. Pursuant thereto, the Architectural Committee shall not be required to give such written authorization unless and until three (3) sets of the plans and specifications required under the various land use classifications above set forth shall have been submitted to the Architectural Committee.

Building Setback Lines

No building or other improvement erected upon any lot, tract or parcel contained in NEWPORT, SECTION ONE shall ever be so erected or constructed over or across the front, side or rear building setback lines as set forth and described on the Map.

Minimum Building Elevation

No building or other improvement shall ever be erected or constructed upon any lot, tract or parcel contained in NEWPORT, SECTION ONE which shall have a finished floor level located at an elevation of less than + twenty-five feet (+25') above sea level without the express written notification thereof having been given to the Architectural Committee by the owner of such lot, tract or parcel upon which the building or other improvement is to be erected or

constructed, stating that such owner has familiarized himself with the changes of water elevations affecting such property. Further, no building or other improvement shall ever be erected or constructed upon any lot, tract or parcel contained in NEWPORT, SECTION ONE which shall impair, in the opinion of the Architectural Committee, an adjacent lot, tract or parcel owner's view.

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#### Sewage Disposal and Water System

All buildings and other improvements constructed or erected upon any lot, tract or parcel in NEWPORT, SECTION ONE, completed prior to the time that a central sewage system and/or central water system is capable of servicing such building or improvement, must be connected to and the owners thereof must commence use of such systems within thirty (30) days after such time as each such system shall become capable of servicing such improvement or building. All buildings and other improvements constructed or erected upon any lot, tract or parcel situated in NEWPORT, SECTION ONE completed subsequent to such time as a central sewage system and/or a central water system are capable of servicing such building or improvements must be connected to and the owners thereof must commence the use of such systems prior to the occupancy and use of such building or improvement.

#### Temporary Structures and Outbuildings

No structure of a temporary character, basement, tent, shack, trailer, camper, mobile home (even if affixed to realty), garage or any other outbuilding shall ever be used on any lot, tract or parcel contained in NEWPORT, SECTION ONE, at any time as a permanent or temporary residence, dwelling, building or other structure, except under a temporary written permit which may be granted, for specific time periods, in the discretion of the Corporation. Further, no such structure of a temporary character, basement, tent, shack, trailer, camper, mobile home (even if affixed to realty), garage or other outbuilding shall ever be placed on or erected upon any lot, tract or parcel contained in NEWPORT, SECTION ONE, provided, however, that the Architectural Committee may grant permission for such temporary buildings or structures to be so erected for the sole purpose of storing materials during the construction of permanent buildings and other improvements upon any such lot, tract or parcel.

No garage or outbuilding ever erected upon any lot, tract or parcel situated in NEWPORT, SECTION ONE shall ever be used as a residence or living quarters, except by servants engaged on the premises.

#### Construction Periods

All construction, altering or remodeling of any building or other improvement upon any lot, tract or parcel situated in NEWPORT, SECTION ONE, shall be pursued diligently from the commencement thereof until the completion thereof.

#### Lot Grading and Filling

All grading of any lot, tract or parcel in NEWPORT, SECTION ONE shall be approved in advance by the Architectural Committee and no lot, tract or parcel may be filled to a point higher than the highest natural point of elevation upon such lot, tract or parcel.

Nuisances; Appearances of Lots, Tracts or Parcels; .  
Removal of Trees

No noxious, unhealthful, unsanitary or other offensive activities shall ever be carried on or permitted to exist upon any lot, tract or parcel situated in NEWPORT, SECTION ONE, nor shall anything be done or permitted to be done upon any such lot, tract or parcel, which may be or become an annoyance or nuisance to the other owners of any lot, tract or parcel situated in NEWPORT, SECTION ONE. No trash, ashes, rubbish, garbage or any other refuse shall ever be thrown, dumped, maintained or otherwise allowed to exist upon any lot, tract or parcel situated in NEWPORT, SECTION ONE, except for such reasonable periods of time, not to exceed seven (7) days, pending proper removal or disposal thereof and all such wastes prior to proper removal or proper disposal thereof shall be kept in sanitary containers. All incinerators or other equipment for the disposal or storage of such matter shall be kept and maintained in a clean and sanitary condition, and all incinerators and other apparatus used for the disposal of such waste shall be approved by the Architectural Committee before installation and initial use.

All lots, tracts and parcels situated in NEWPORT, SECTION ONE, shall at all times be kept and maintained in a clean, healthful, sightly and wholesome condition.

All service yards, woodpiles and storage piles shall be walled in or kept screened by adequate solid fencing or walls in such manner as to conceal them from view from adjacent lots, tracts or parcels and roadways.

No tree shall ever be removed from any lot, tract or parcel situated in NEWPORT, SECTION ONE, without obtaining the prior written consent of the Architectural Committee.

Boat and Trailer Storage

No boat, boat trailer, travel trailer, camp trailer, house trailer, mobile home (even if affixed to realty), or other similar property shall ever be stored on any lot, tract or parcel contained in NEWPORT, SECTION ONE without the prior written approval of the Architectural Committee.

Radio and Television Antenna

No television or radio antenna or towers shall ever be erected or maintained upon any lot, tract or parcel situated in NEWPORT, SECTION ONE without the express prior written consent of the Architectural Committee.

Laundry

All apparatus maintained for the purpose of drying wash shall be erected only in those area or areas approved for such use by the Architectural Committee, except that a folding drying rack not more than four (4) feet in height may be placed at the rear of any lot, tract or parcel contained in NEWPORT, SECTION ONE and shall be stored when not actually being used.

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#### Pets and Other Animals

No livestock of any kind shall ever be staked or pastured, and no cattle, hogs, rabbits, poultry or other livestock shall ever be kept or maintained upon any lot, tract or parcel contained in NEWPORT, SECTION ONE except for dogs, cats and other bona fide household pets which do not make objectionable noise or constitute a nuisance, health or safety hazard or inconvenience to any owner of other adjacent lots, tracts or parcels situated in NEWPORT, SECTION ONE. Notwithstanding the foregoing, no raising, breeding, training or dealing in dogs, cats or other animals shall ever be permitted on or from any lot, tract or parcel situated in NEWPORT, SECTION ONE without the express prior written approval of the Architectural Committee.

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Horseback riding shall be limited to those equestrian trails which shall have been approved by the Architectural Committee and all horses shall be stabled only in those areas designated for such use by the Architectural Committee.

#### Signs

No signs, billboards, posters or advertising devices of any character shall ever be erected upon or allowed to exist upon any lot, tract or parcel contained in NEWPORT, SECTION ONE without the express prior written consent of the Architectural Committee; provided, however, this covenant shall not apply to the Corporation.

#### Oil, Gas and Other Mineral Drilling or Exploration

No oil, gas or other mineral exploration or development operations, including, without limitation, seismographic exploration, drilling, refining, mining, quarrying, tunneling, excavation, tank or pipeline construction and erection or any other similar activity or activities connected with mineral exploration or development shall ever be conducted or carried on upon any lot, tract or parcel in NEWPORT, SECTION ONE; provided, however, nothing in the foregoing shall ever restrict the Corporation, its successors and assigns, to carry on any such activities in, on or under any lot, tract or parcel situated in NEWPORT, SECTION ONE.

#### Fences and Boundary Plantings

Except as limited further hereinafter, no wall, coping or fence exceeding six (6) feet in height measured from the adjoining ground surface inside any such wall, coping or fence may ever be erected or maintained upon any lot, tract or parcel situated in NEWPORT, SECTION ONE except as hereinafter provided; no boundary plantings exceeding eight (8) feet in height, except trees with single trunks, shall ever be planted, permitted or maintained upon or along any side and/or rear boundary line of any lot, tract or parcel situated in NEWPORT, SECTION ONE.

No wall, coping or fence shall ever be constructed upon any lot, tract or parcel contained in NEWPORT, SECTION ONE, which shall adjoin a golf course.

No wall, coping, fence or boundary planting shall ever be constructed, planted, maintained or otherwise allowed to exist upon any lot, tract or parcel contained in NEWPORT, SECTION ONE, which shall interfere with the vision of the operators of motor vehicles.

## ARCHITECTURAL COMMITTEE

### Organization

The Architectural Committee shall be initially composed of the following three people, to wit: William H. Maurer, William M. Hendrich and P. Holcomb Hector.

Any vacancy which shall occur shall be filled by the remaining member or members of the Architectural Committee as then constituted, or, if no members remain, by the Corporation. The Architectural Committee may appoint advisory committees from time to time to advise it on matters pertaining to NEWPORT, SECTION ONE.

### Duties of Architectural Committee

The Architectural Committee shall perform and discharge or shall cause to be performed and discharged all those matters which are set forth in this instrument to be performed by the Architectural Committee.

All plans and specifications presented to the Architectural Committee shall be approved or disapproved by the Architectural Committee within forty (40) days from the receipt thereof. Should no action have been taken by the Architectural Committee within such forty (40) days, then and in such event all such plans and specifications presented to the Architectural Committee shall be deemed to have been disapproved, unless the Architectural Committee shall give written notice prior to the expiration of such forty (40) days to the party presenting such plans and specifications that more than forty (40) days are required to review such plans and specifications, whereupon approval or disapproval of such plans and specifications shall be evidenced solely by written notice communicating approval or disapproval to the party presenting such plans and specifications. Upon approval or disapproval of such plans and specifications by the Architectural Committee, two sets of said plans and specifications showing the approval or disapproval of the Architectural Committee thereon, shall be returned to the person submitting them and the other copy thereof shall be retained by the Architectural Committee.

The Architectural Committee shall have the right to disapprove any plans and specifications submitted to it in the event such plans and specifications are not in accordance with all of the provisions of this instrument, if the design or color schemes of the proposed building or other structure are not in harmony with the general surroundings of such lot, tract or parcel, or with the adjacent building or structures, if the plans and specifications are incomplete, or in the event the Architectural Committee deems the plans, specifications or details of the building or structure depicted thereon, to be contrary to the interest, welfare or rights of all or any part of the owners of the lots, tracts or parcels adjacent thereto, all in the sole discretion of the Architectural Committee whose decision shall be final.

Notwithstanding anything of the foregoing, neither the Corporation, the Architectural Committee nor any architect or agent thereof or of the Corporation shall ever be in any way responsible for any defects in any plans or specifications submitted, revised or approved in accordance with the foregoing, nor for any structural or other defects in any work done according to such plans and specifications.

The Architectural Committee shall have power to and may allow reasonable variances and adjustments to the restrictions set forth herein in order to overcome practical difficulties and to prevent unnecessary hardships in the application of the restrictions contained herein; provided, however, that such is done in conformity with the intent and purposes hereof; and, provided further, that in every instance such variance or adjustment will not be materially detrimental or injurious to other property, improvements or the owners thereof and such variances and adjustments as may be granted hereunder may include, without limitation, the height, size and building setback restrictions as set forth herein or on the Map.

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The Architectural Committee may also determine and allow in the respective classifications of lots, tracts and parcels of NEWPORT, SECTION ONE, additional uses which are of the same character and will not materially be detrimental to the owners of the other lots, tracts or parcels adjacent thereto.

In the event there shall be governmental regulations which conflict with or prevent work of construction or improvements in the manner as required by this instrument, such circumstance shall be deemed and constitute a practical difficulty justifying the allowance of variances and adjustments of these restrictions in order to prevent unnecessary hardships; provided, however, that in every instance the variance or adjustment shall not be materially detrimental or injurious to the property or improvements situated in NEWPORT, SECTION ONE.

LIEN TO SECURE THE PAYMENT OF DUES, CHARGES  
AND ASSESSMENTS OF NEWPORT YACHT AND COUNTRY CLUB, INC.,  
OR THE ASSIGNEE OF NEWPORT YACHT AND COUNTRY CLUB, INC.

Lien Prescribed

All lots, tracts and parcels situated in NEWPORT, SECTION ONE are hereby subjected to a monthly maintenance charge at a rate to be established from time to time by the board of directors of Newport Yacht and Country Club, Inc., a Texas corporation, or its successors and assigns, for the purpose of maintaining and operating the streets, roads and common recreational facilities and areas of "NEWPORT".

Notwithstanding anything in the foregoing, no monthly maintenance charge shall ever be due or owing by the Corporation by virtue of being the owner of any lot, tract or parcel situated in "NEWPORT".

Said monthly maintenance charges hereby imposed, together with all collection expenses and attorneys' fees incurred in connection therewith shall be secured by an express vendor's lien which is hereby expressly created and imposed upon each and every lot, tract and parcel in NEWPORT, SECTION ONE and every conveyance of any or all of the lots, tracts or parcels situated in NEWPORT, SECTION ONE hereafter made shall be made subject to such vendor's lien. Such monthly maintenance charges and other sums shall be paid by each and every lot owner at the time, in the manner and at such place as Newport Yacht and Country Club, Inc., its successors or assigns shall from time to time designate and said express vendor's liens are hereby transferred and assigned to Newport Yacht and Country Club, Inc.

Said Newport Yacht and Country Club, Inc. or the Corporation, or their successors and assigns, shall have the power and authority to enforce collection of, collect, hold, administer and expend any and all moneys, paid or to be paid pursuant hereto and to carry out the purposes hereof.

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In the event other portions of "NEWPORT" are hereafter developed by the Corporation and a like maintenance charge for similar purposes is placed and imposed upon the lots, tracts and parcels therein, then the maintenance charge collected from said several portions of "NEWPORT", may be pooled, merged and combined into and with the monthly maintenance charges set forth herein and all such moneys may be pooled, combined or merged with the general funds of the Corporation; provided, however, an amount equal to all such moneys so collected shall be expended by Newport Yacht and Country Club, Inc. or the Corporation for the maintenance and operation of the streets, roads and common recreational facilities and areas of "NEWPORT".

The monthly maintenance charge and liens securing the same for which are herein provided shall remain in effect and shall be collectible until the restrictions, covenants and liens set forth herein shall have expired according to the provisions hereinabove set forth.

The vendor's lien prescribed herein as security for the payment of said monthly maintenance charge shall be enforceable by Newport Yacht and Country Club, Inc., its successors and assigns through appropriate legal proceedings, in the manner prescribed by law. No proceedings for enforcement of such liens shall be commenced except upon the expiration of four (4) months from and after the date the charge or assessment giving rise to such lien becomes due and payable.

Liens of first deeds of trust, purchase money mortgages and mechanic's and materialman's liens placed upon any of said lots, tracts or parcels in NEWPORT, SECTION ONE for the purpose of constructing a residence or other buildings or improvements thereon or thereto and recorded in accordance with the laws of the State of Texas, shall be, from the date of such recordation, superior to any and all liens for which are herein provided. The Corporation or Newport Yacht and Country Club, Inc., may, if requested, execute instruments to subordinate any and all liens provided for herein to such liens of first deeds of trust, purchase money mortgages and mechanic's and materialman's liens.

The Corporation, or Newport Yacht and Country Club, Inc., at its option, by appropriate written instrument recorded in accordance with the laws of the State of Texas, may subordinate any and all liens provided for herein to the liens of the other deeds of trust and/or other encumbrances.

#### REMEDIES FOR VIOLATIONS

All restrictions, covenants and liens herein contained shall be applicable to and binding upon all of the lots, tracts and parcels in NEWPORT, SECTION ONE and the owners thereof, irrespective of the source of title of such owners, and all breaches thereof, if continued for a period in excess of thirty (30) days from and after the date that Corporation or any other property owner or owners shall have notified in writing the owner or resident in possession of the lot, tract or parcel upon which or as to which

such breach has been committed to refrain from the continuance of such action and to correct such breach, shall warrant the Corporation or other lot, tract or parcel owner, to apply to any court of law or equity having jurisdiction thereof for an injunction or other proper relief, and if such relief be granted by said court, all reasonable expenses in prosecuting such suit, including attorneys' fees, shall be reimbursed by said lot, tract or parcel owner against whom such suit was so prosecuted.

Notwithstanding anything in the foregoing, no violation of the restrictions and covenants set forth or foreclosure of the vendor's liens created herein shall in any way defeat or render invalid the lien of any deed of trust or mortgage made in good faith for value as to any lot, tract or parcel or portion thereof situated in NEWPORT, SECTION ONE, but such restrictions, covenants and vendor's liens shall be enforceable against and apply to all or any portion thereof acquired by any person through foreclosure or by deed in lieu of foreclosure and all remedies herein set forth shall be available and enforceable for any violation of the restrictions, covenants or vendor's liens herein contained, occurring after the acquisition of said property through foreclosure, or deed in lieu of foreclosure.

#### ACCEPTANCE OF DECLARATION

Each purchaser and grantee of each lot, tract or parcel subject to the restrictions, covenants and liens set forth herein, by acceptance of a deed conveying title thereto, shall accept such title upon and subject to each and all the restrictions and covenants and liens herein contained, as well as the rights and powers of the Corporation, and by such acceptance, shall for themselves, their heirs, personal representatives, successors and assigns, covenant, consent and agree to and with the Corporation, and to and with the owners and subsequent grantees of each and every other lot, tract or parcel situated in NEWPORT, SECTION ONE, to keep, observe, comply with and perform said restrictions and covenants and be subject to the liens all as set forth herein.

#### NON-WAIVER

No delay or omission on the part of the Corporation or the owner or owners of any lot, tract or parcel of land situated in NEWPORT, SECTION ONE, in exercising or enforcing any lien, right, power or remedy, herein provided for in the event of any breach of any of the restrictions and covenants herein contained, shall be construed as a waiver thereof or acquiescence therein, and no right of action shall accrue, nor shall any action be brought or maintained by anyone whomsoever against the Corporation for or on account of its failure or neglect to exercise any right, power or remedy herein provided for in the event of any such breach, or for imposing herein restrictions and covenants and liens which may be unenforceable.

#### REMEDIES CUMULATIVE

The various rights and remedies of the Corporation and the owners of the lots, tracts and parcels situated in NEWPORT, SECTION ONE, as heretofore set out are and shall be cumulative of and in addition to each other and those provided by law. All of them may be used, relied

upon, resorted to and enforced without any way affecting the ability of the Corporation or said property owners to use, rely upon, resort to and enforce the others, or any of them.

NUMBER AND GENDER

144-25-2229

All words used herein in the singular number shall extend to and include the plural; all words used in the plural number shall extend to and include the singular; all words used in any gender shall extend to and include all genders; all unless the particular context in question shall specifically provide otherwise.

CAPTIONS

The captions of the various paragraphs hereof are for convenience only and are not a part hereof, and do not in any way limit or amplify the terms or provisions hereof.

AND WE, P. HOLCOMB HECTOR, as Vice President of DIAMONDHEAD CORPORATION, and JACK A. FURMAN, as its Assistant Secretary do hereby certify that the above and foregoing is a true and correct copy of the resolution of the Board of Directors of DIAMONDHEAD CORPORATION passed and adopted at a meeting of said Board of Directors held at New York, New York, on the 24th day of April, A.D., 1972.

WITNESS our hands at Mountainside, New Jersey, on this the 8th day of May, A.D., 1972.

ATTEST

Jack A. Furman  
Asst. Secretary

DIAMONDHEAD CORPORATION

By P. Holcomb Hector  
Vice President

(SEAL)  
THE STATE OF NEW JERSEY )  
COUNTY OF UNION )

BEFORE ME, the undersigned authority, on this day personally appeared P. HOLCOMB HECTOR and JACK A. FURMAN, Vice President and Assistant Secretary respectively of DIAMONDHEAD CORPORATION, a Delaware corporation, 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, in the capacity therein stated and as the act and deed of said corporation.

GIVEN UNDER MY HAND AND SEAL OF OFFICE this 8th day of May, 1972.

Arlette Gelland  
Notary Public in and for  
Union County, New Jersey



NOTARY PUBLIC OF NEW JERSEY  
My Commission Expires September 20, 1976

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APR-18-73

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160-27-0164

AMENDMENT TO DECLARATION OF  
RESERVATIONS, RESTRICTIONS, COVENANTS  
AND LIENS OF NEWPORT, SECTION ONE

THE STATE OF TEXAS   §  
                              §       W I T N E S S E T H:  
COUNTY OF HARRIS   §

WHEREAS, Diamondhead Corporation, a Delaware corporation (hereinafter called the "Corporation"), executed that certain Declaration of Reservations, Restrictions, Covenants and Liens of Newport, Section One, on May 8, 1972 (hereinafter called the "Declaration"), which Declaration was filed for record in the Official Public Records of Real Property of Harris County, Texas, on May 11, 1972, under File No. D588103, and recorded under Film Code Reference No. 144-25-2256, and

WHEREAS, the undersigned, pursuant to the power granted in subparagraph (2) of the section of the Declaration entitled "Term", desire to amend the Declaration as hereinafter provided,

NOW, THEREFORE, KNOW ALL MEN BY THESE PRESENTS:

THAT, the undersigned, being the record owners (as shown by the Official Public Records of Real Property of Harris County, Texas) of not less than seventy-five percent (75%) of the real property comprising Newport, Section One, a subdivision in Harris County, Texas, according to the map or plat thereof filed for record in the Official Public Records of Real Property of Harris County, Texas, on April 28, 1972, under File No. D578243, and recorded in Volume 190, Page 105, of the Map Records of Harris County, Texas, do hereby amend the Declaration by:

(1) deleting from Page 7 thereof the paragraph designated "Sewage Disposal and Water System" and inserting in lieu thereof the following, to-wit:

"Sewage Disposal and Water System; Underground  
Electric Distribution System"

A. All buildings and other improvements constructed or erected upon any lot, tract or parcel in NEWPORT, SECTION ONE, completed prior to the time that a central sewage

system and/or central water system is capable of serving such building or improvement, must be connected to and the owners thereof must commence use of such systems within thirty (30) days after such time as each such system shall become capable of serving such improvement or building. All buildings or other improvements constructed or erected upon any lot, tract or parcel situated in NEWPORT, SECTION ONE, completed subsequent to such time as a central sewage system and/or a central water system are capable of serving such building or improvements, must be connected to and the owners thereof must commence the use of such systems prior to the occupancy and use of such building or improvement.

B. An underground electric distribution system will be installed in NEWPORT, SECTION ONE, which underground service system will embrace all lots listed in paragraph 8 of the section hereof entitled "Land Improvement", same being all lots in NEWPORT, SECTION ONE. The owner of each lot in NEWPORT, SECTION ONE, shall, at his own cost, furnish, install, own and maintain (all in accordance with the requirements of local governing authorities and the National Electrical Code) the underground service cable and appurtenances from the point of the electric company's metering on customer structure to the point of attachment at such company's installed transformers or energized secondary junction boxes, such point of attachment to be made available by the electric company at a point designated by such company at the property line of each lot. The electric company furnishing service shall make the necessary connections at said point of attachment and at the meter. In addition the owner of each lot shall, at his own cost, furnish, install, own and maintain a meter loop (in accordance with the then current standards and specifications of the electric company furnishing service) for the location and installation of the meter of such electric company for the residence constructed on such owner's lot. For so long as underground service is maintained in NEWPORT, SECTION ONE, the electric service to each lot therein shall be underground, uniform in character and exclusively of the type known as single phase, 120/240 volt, 3 wire, 60 cycle, alternating current. The electric company has installed or will install the underground electric distribution system in NEWPORT, SECTION ONE, at no cost to the Corporation (except for certain conduits, where applicable) upon the Corporation's representation that NEWPORT, SECTION ONE, is being developed for single family dwellings of the usual and customary type, which dwellings are to be permanently located upon the lots where originally constructed and built for sale to bona fide purchasers (such category of dwellings expressly excludes, without limitation, mobile homes and duplexes). Therefore, should the plans of lot owners in NEWPORT, SECTION ONE, change so that dwellings of a different type will be permitted in NEWPORT, SECTION ONE, the electric company shall not be obligated to provide electric service to a lot where a dwelling of a different type is located unless (a) the Corporation has paid to the electric company an amount representing the excess of cost, for the entire NEWPORT, SECTION ONE, of the underground distribution system over the cost of equivalent overhead facilities to serve NEWPORT, SECTION ONE, or (b) the owner of each lot, or the applicant for service, shall pay to the electric company the sum of (1) \$1.00 per front lot foot, it having been agreed that such amount reasonably represents the excess in cost of the underground distribution system to serve such lot over the cost of equivalent overhead facilities to serve such lot, plus (2)



the cost of rearranging and adding any electrical facility serving such lot, which rearrangement and/or addition is determined by the electric company to be necessary.", and

160-27-0166

(2) deleting from Pages 5 and 6 thereof subparagraph "(8)" and inserting in lieu thereof the following, to-wit:

"(8) The following lots, tracts and parcels of NEWPORT, SECTION ONE are hereby designated with Classification R-S-2-1400 and all improvements erected or constructed thereon shall conform strictly to the restrictions of that Classification, as well as the other restrictions hereinafter set forth as applying to all lots, tracts or parcels contained in NEWPORT, SECTION ONE to-wit:

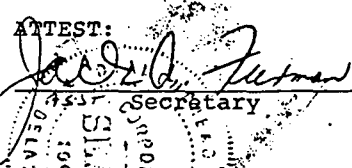
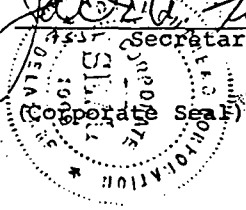
<u>Lot Numbers</u> <u>(both numbers inclusive)</u>	<u>Block Number</u>
Lots One (1) through Eight (8)	Block One (1)
Lots One (1) through Twelve (12)	Block Two (2)
Lots One (1) through Thirteen (13)	Block Three (3)
Lots One (1) through Eight (8)	Block Four (4)
Lots One (1) through Five (5)	Block Five (5)
Lots One (1) through Six (6)	Block Six (6)
Lots One (1) through Twelve (12)	Block Seven (7)
Lots One (1) through Six (6)	Block Eight (8)
Lots One (1) through Six (6)	Block Nine (9)
Lots One (1) through Thirty-one (31)	Block Ten (10)
Lots One (1) through Sixteen (16)	Block Eleven (11)
Lots One (1) through Thirty-eight (38)	Block Twelve (12)
Lots One (1) through Forty-one (41)	Block Thirteen (13)
Lots One (1) through Twenty-four (24)	Block Fourteen (14)
Lots One (1) through Twenty-five (25)	Block Fifteen (15)
Lots One (1) through Thirty-two (32)	Block Sixteen (16)
Lots One (1) through Twenty-nine (29)	Block Seventeen (17)
Lots One (1) through Twenty-four (24)	Block Eighteen (18)
Lots One (1) through Twenty-five (25)	Block Nineteen (19)
Lots One (1) through Twenty-five (25)	Block Twenty (20)
Lots One (1) through Thirty-eight (38)	Block Twenty-one (21)
Lots One (1) through Thirty-one (31)	Block Twenty-two (22)
Lots One (1) through Fifty-eight (58)	Block Twenty-three (23)
Lots One (1) through Thirty-eight (38)	Block Twenty-four (24)
Lots One (1) through Thirty-four (34)	Block Twenty-five (25)
Lots One (1) through Thirty-nine (39)	Block Twenty-six (26)
Lots One (1) through Forty-four (44)	Block Twenty-seven (27)
Lots One (1) through Fourteen (14)	Block Twenty-eight (28)
Lots One (1) through Twenty-six (26)	Block Twenty-nine (29)
Lots One (1) through Nineteen (19)	Block Thirty (30)
Lots One (1) through Three (3)	Block Thirty-one (31)
Lots One (1) through Three (3)	Block Thirty-two (32)
Lots One (1) through Eight (8)	Block Thirty-three (33)
Lots One (1) through Twelve (12)	Block Thirty-four (34)


This instrument may be executed in multiple counterparts, and each counterpart hereof executed by any party shall be deemed

160-27-0167

an original and shall as to such party constitute one and the same instrument with all other counterparts hereof executed by any party, and shall bind any party signing a counterpart hereof regardless of whether the same or any other counterpart hereof is executed by any other party intending to be or become a party hereto.

IN WITNESS WHEREOF, this instrument has been executed in multiple counterparts as of the 13<sup>TH</sup> day of APRIL, 1973.

ATTEST:  
  
Secretary  
  
(Corporate Seal)

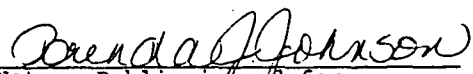
DIAMONDHEAD CORPORATION  
By   
Vice President

RECORDER'S MEMORANDUM:  
The additions on this instrument were present at the time instrument was filed and recorded.

THE STATE OF NEW JERSEY §  
COUNTY OF UNION §

BEFORE ME, the undersigned authority, on this day personally appeared WILLIAM A. NAUGHTON, Vice President of DIAMONDHEAD CORPORATION, a Delaware corporation, known to me to be the person whose name is subscribed to the foregoing instrument, and he 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, this the 13<sup>TH</sup> day of APRIL, 1973.

  
Notary Public in and for  
UNION County, N.J.

My Commission Expires:  
NOTARY PUBLIC OF NEW JERSEY  
My Commission Expires December 13, 1977



  
COUNTY CLERK  
HARRIS COUNTY, TEXAS

1973 APR 18 PM 3 19

WHEN RECORDED RETURN TO  
R. G. CONVERSE  
ULBRIGHT, CROOKER & JAWORSKI  
BANK OF THE SOUTHWEST BUILDING  
HOUSTON, TEXAS 77002

100

AMEND

R848995

507-70-1933

SECOND AMENDMENT TO DECLARATION OF  
RESERVATIONS, RESTRICTIONS, COVENANTS  
AND LIENS OF NEWPORT, SECTION ONE

03/28/96 300042408 R 848995 \$1,110.25

THE STATE OF TEXAS  
COUNTY OF HARRIS

§  
§  
§

WITNESSETH:

WHEREAS, Diamondhead Corporation, a Delaware corporation (hereinafter called the "Corporation"), executed that certain Declaration of Reservations, Restrictions, Covenants and Liens of Newport, Section One, on May 8, 1972 (hereinafter called the "Declaration"), which Declaration was filed for record in the Official Public Records of Real Property of Harris County, Texas, on May 11, 1972, under File No. D588103, and recorded under Film Code Reference No. 144-25-2256, and

WHEREAS, the undersigned, pursuant to the power granted in subparagraph (2) of the section of the Declaration entitled "Term", and further pursuant to Chapter 204 of the Texas Property Code, desire to amend the Declaration as hereinafter provided.

1110.25 NOW, THEREFORE, KNOW ALL MEN BY THESE PRESENTS:

C THAT, the undersigned, being the record owners (as shown by the Official Public Records of Real Property of Harris County, Texas) of not less than seventy-five percent (75%) of the real property comprising Newport, Section One, a subdivision in Harris County, Texas, according to the map or plat thereof filed for record in the Official Public Records of Real Property of Harris County, Texas, on April 28, 1972, under File No. D578243, and recorded in Volume 190, Page 105, of the Map Records of Harris County, Texas, do hereby amend the Declaration by:

507-70-1934

(1) deleting from Pages 13, 14 and 15 thereof the heading, sub-heading and nine (9) paragraphs which follow after the heading "LIEN TO SECURE THE PAYMENT OF DUES, CHARGES AND ASSESSMENTS OF NEWPORT YACHT AND COUNTRY CLUB, INC., OR THE ASSIGNEE OF NEWPORT YACHT AND COUNTRY CLUB, INC./ Lien Prescribed" and inserting in lieu thereof the following, to-wit:

LIEN TO SECURE THE PAYMENT OF DUES, CHARGES AND ASSESSMENTS OF  
THE NEW PROPERTY OWNERS ASSOCIATION OF NEWPORT, INC.

Lien Prescribed

All lots, tracts and parcels situated in NEWPORT, SECTION ONE are hereby subjected to a monthly maintenance charge at a rate to be established from time to time by the board of directors of The New Property Owners Association of Newport, Inc., a Texas corporation, or its successors and assigns, for the purpose of maintaining the safety, health and welfare of the residents of "NEWPORT", maintaining and operating the common recreational facilities and areas of "NEWPORT", and enforcing the deed restrictions of each section of "NEWPORT" that has adopted an amendment to their deed restrictions similar to this Second Amendment.

Said monthly maintenance charges hereby imposed, together with all collection expenses, attorneys' fees incurred in connection therewith and interest at the rate of ten percent (10%) per annum, shall be secured by an express vendor's lien which is hereby expressly created and imposed upon each and every lot, tract and parcel in NEWPORT, SECTION ONE and every conveyance of any or all of the lots, tracts or parcels situated

507-70-1935

in NEWPORT, SECTION ONE hereafter made shall be made subject to such vendor's lien. Such monthly maintenance charges and other sums shall be paid by each and every lot owner at the time, in the manner and at such place as The New Property Owners Association of Newport, Inc., its successors or assigns, shall from time to time designate and said express vendor's liens are hereby transferred and assigned to The New Property Owners Association of Newport, Inc.

The New Property Owners Association of Newport, Inc., or its successors and assigns, shall have the power and authority to enforce collection of, collect, hold, administer and expend any and all moneys paid or to be paid pursuant hereto, to enforce all of the deed restrictions and to carry out the purposes hereof. All of the authority and responsibility of the Architectural Committee as set forth in the original Declarations shall hereinafter be vested in The New Property Owners Association of Newport, Inc.

The monthly maintenance charge and liens securing the same for which are herein provided shall remain in effect and shall be collectible until the restrictions, covenants and liens set forth herein shall have expired according to the provisions of the original Declaration.

The vendor's lien prescribed herein as security for the payment of said monthly maintenance charge shall be enforceable by The New Property Owners Association of Newport, Inc., its successors and assigns through appropriate legal proceedings, in the manner prescribed by law. No proceedings for enforcement of such liens shall be commenced except upon the expiration of four (4) months from and after the date the charge or assessment giving rise to such lien becomes

507-70-1936 ,

due and payable.

Liens of first deeds of trust and purchase money mortgages placed upon any of said lots, tracts or parcels in NEWPORT, SECTION ONE for the purpose of constructing a residence or other buildings or improvements thereon or thereto and recorded in accordance with the laws of the State of Texas, shall be, from the date of such recordation, superior to any and all liens for which are herein provided. The New Property Owners Association of Newport, Inc., may, if requested, execute instruments to subordinate any and all liens provided for herein to such liens of first deeds of trust and purchase money mortgages.

The New Property Owners Association of Newport, Inc., at its option, by appropriate written instrument recorded in accordance with the laws of the State of Texas, may subordinate any and all liens provided for herein to the liens of the other deeds of trust and/or other encumbrances.

(2) deleting from Page 4 thereof sub-paragraph (2) of the section entitled "Term" and inserting in lieu thereof the following, to-wit:

(2) Any one or more of the restrictions, covenants and liens herein contained may be annulled, amended or modified at any time by, but shall be deemed to have been annulled, amended or modified only upon, the recordation of an instrument in writing setting forth such annulment, amendment or modification and executed by the then record owner or owners (as shown by the Official Public Records of Real Property of Harris County, Texas at the time of the filing of such instrument) of a majority of the lots contained in NEWPORT, SECTION ONE. The approval of joint and/or multiple owners

507-70-1937 •

of any given lot may be reflected by the signature of a single co-owner.

This instrument may be executed in multiple counterparts, petitions and/or ballots, and each counterpart hereof executed by any party shall be deemed an original and shall as to such party constitute one and the same instrument with all other counterparts hereof executed by any party, and shall bind any party signing a counterpart hereof regardless of whether the same or any other counterpart hereof is executed by any other party intending to be or become a party hereto.

IN WITNESS WHEREOF, this instrument has been executed in multiple counterparts as of the 27 day of March, 1996.

THE NEW PROPERTY OWNERS  
ASSOCIATION OF NEWPORT, INC.

BY:

President

ATTEST:

Mary L. Brue  
Secretary

507-70-1938

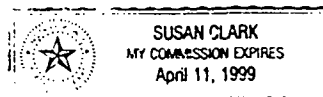
THE STATE OF TEXAS §  
§  
COUNTY OF HARRIS §

BEFORE ME, the undersigned authority, on this day personally appeared DANIEL J. KASPRZAK, President of The New Property Owners Association of Newport, Inc., a Texas corporation, known to me to be the person whose name is subscribed to the foregoing instrument, and he 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, this the 27<sup>th</sup> day of MARCH, 1996.

Susan Clark  
Notary Public in and for  
Harris County, Texas

Commission Expires: 4-11-99





507-70-1939

**BALLOTS FOR THE SECOND AMENDMENT TO  
DECLARATION OF RESERVATIONS, RESTRICTIONS,  
COVENANTS AND LIENS OF NEWPORT, SECTION ONE**

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

WHEREAS, The New Property Owners Association of Newport, Inc., having ascertained that the aforementioned Second Amendment to Declaration of Reservations, Restrictions, Covenants and Liens of NEWPORT, SECTION ONE ("Amended Declaration") have been approved by the then record owner or owners of seventy-five percent (75%) of the real property comprising NEWPORT, SECTION ONE, as evidenced by the attached ballots. I further certify that such signed approval of said owners has been recorded with the secretary of The New Property Owners Association of Newport, Inc.

WHEREAS, the ballots which are attached hereto, are evidence of the approval of the Amended Declaration by the owners in NEWPORT, SECTION ONE. The ballots that are attached hereto shall be filed in the real property records of Harris County, Texas with the Amended Declaration.

EXECUTED this the 31 day of March, 1996.

THE NEW PROPERTY OWNERS  
ASSOCIATION OF NEWPORT, INC.

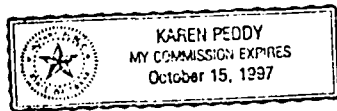
BY: Mary F. Bane  
PRINTED NAME: MARY F. BANE  
TITLE: Secretary

507-70-1940

THE STATE OF TEXAS       §  
                                     §  
COUNTY OF HARRIS       §

BEFORE ME, the undersigned authority, on this day personally appeared Mary F. Bone, whose position is Secretary of The New Property Owners Association of Newport, Inc. a Texas Non-Profit Corporation, known to me to be the person and officer whose name is subscribed to the foregoing instrument, and acknowledge to me that she executed the same for the purposes and consideration and in the capacity therein stated.

GIVEN UNDER MY HAND AND SEAL OF OFFICE on this the 27 day of March, 1996.



Karen Peddy  
Notary Public in and for  
the State of Texas

AFTER RECORDING, RETURN TO:  
Ingle & Ingle  
3900 Essex, Suite 1070  
Houston, Texas 77027

507-70-2406 1

FILED

1996 MAR 28 PM 4:00

*Barney B. Hoffman*

CLERK OF COURTS  
HARRIS COUNTY TEXAS

ANY PROVISION HEREIN WHICH RESTRICTS THE SALE, REUSE, OR USE OF THE DESCRIBED REAL  
PROPERTY BECAUSE OF COLOR OR RACE IS UNLAWFUL 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 on

MAR 28 1996



*Barney B. Hoffman*  
COUNTY CLERK  
HARRIS COUNTY TEXAS