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NOTES - A TO

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DECLARATION OF
RESERVATIONS, RESTRICTIONS, COVENANTS AND LIENS
OF
NEWPORT COUNTRY CLUB ESTATES, SECTION ONE

THE STATE OF TEXAS)
COUNTY OF HARRIS)

KNOW ALL MEN BY THESE PRESENTS:

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 Bay St. Louis, Mississippi, on the February 8, 1980 all the Directors of the Corporation being present, the following resolution was adopted by unanimous vote:

BE IT RESOLVED:

That the Corporation being the owner of that certain tract of land containing 24.081 acres which the Corporation has platted into a subdivision known as NEWPORT COUNTRY CLUB ESTATES, SECTION ONE, a map or plat (hereinafter called the "Map") of said subdivision, approved as required by law, having been filed for record and being recorded in Volume 293 at Page 64 of the Map Records of Harris County, Texas, to which reference is here made for all purposes, does hereby establish, adopt, promulgate and impress the following reservations, conditions, covenants, restrictions and liens, upon and which hereafter (while they remain in effect, as herein provided) shall be applicable to the lands in said subdivision, except for "Unrestricted Reserves" which are expressly excluded from this Declaration. 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

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copied at length in said dedication certificate and the Map is subject only to minor changes as, in the judgment of the Corporation, are necessary for the efficient installment of improvements:

I
RESERVATIONS

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 the 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 the Corporation conveying NEWPORT COUNTRY CLUB ESTATES, SECTION ONE, or any part thereof, to wit:

(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 cause to be erected and maintained 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, conduits and appurtenances necessary and proper for the construction and maintenance of systems for drainage, for sewage disposal, and for the supply of water (retaining also the right to grant or to deny to areas beyond NEWPORT COUNTRY CLUB ESTATES, SECTION ONE, connection privileges to said drainage, sewage disposal, or water systems), gas, light and

power, telegraph and telephone service to said NEWPORT COUNTRY CLUB ESTATES, SECTION ONE, and the inhabitants thereof; and for all other purposes incident to the development and use of said property as a community unit.

(3) The Corporation reserves the necessary easements and rights-of-way for the purpose of constructing and 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 lands situated in NEWPORT COUNTRY CLUB ESTATES, 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 easement 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 the lands situated in NEWPORT COUNTRY CLUB ESTATES, 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, driveways, walks, 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 lots, tract or parcel of land in NEWPORT COUNTRY CLUB ESTATES, 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 COUNTRY CLUB ESTATES, 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.

II RESTRICTIONS

For the purpose of creating and carrying out a uniform plan for the improvement and sale, use and enjoyment of NEWPORT COUNTRY CLUB ESTATES, SECTION ONE, the Corporation being the sole owner of all property located in NEWPORT COUNTRY CLUB ESTATES, SECTION ONE, desires to restrict the use and the development of all the lots of land located in NEWPORT COUNTRY CLUB ESTATES, SECTION ONE, and described or designated on the Map as a lot number in a numbered block of such lots, for the purposes of enhancing and protecting the value, desirability, and attractiveness of the land, which restrictions shall run with said lots of land and shall be binding upon all parties having or acquiring any right title or interest therein, or any part thereof, and shall inure to the benefit of each owner thereof.

NOW, THEREFORE, the Corporation being the sole owner of the property known as NEWPORT COUNTRY CLUB ESTATES, 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 COUNTRY CLUB ESTATES, 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 COUNTRY CLUB ESTATES, SECTION ONE; and their heirs, successors and assigns and to the Architectural Committee, which is hereinafter designated, 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 is 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 COUNTRY CLUB ESTATES, 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:

William Wilson Survey	Abstract No. 838
Humphrey Jackson Survey	Abstract No. 37
William Whitlock Survey	Abstract No. 85
Absolom Reeves Survey	Abstract No. 60
W. R. Baker Survey	Abstract No. 144
J. Callyhan Survey	Abstract No. 199
Lewis A. Levy Survey	Abstract No. 517
Reuben White Survey	Abstract No. 84
John Dunham Survey	Abstract No. 231
Victor Blanco Survey	Abstract No. 2

SECTION 1 - TERM

- (A) These restrictions, covenants and liens shall be effective until November 1, 2029, at which time, unless terminated in the manner set forth in
- (B) 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 (B) below, with the first such ten year period commencing February 8, 2030 and ending on February 8, 2040.

(B) 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 said instrument) of seventy-five percent (75%) of the real property comprising NEWPORT COUNTRY CLUB ESTATES, SECTION ONE, (computed upon a square foot basis).

SECTION 2 - LAND USE

(A) All lots, tracts and parcels of NEWPORT COUNTRY CLUB ESTATES, 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 approval of the Architectural Committee, for which is hereinafter provided.

(B) All lots, tracts and parcels of NEWPORT COUNTRY CLUB ESTATES, 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 single family residential purposes only. As used herein, the term "residential purposes" shall be held and construed to exclude hospitals, duplex houses and apartment houses, and to exclude commercial and professional uses; and any usage of any lot, tract or parcel of NEWPORT COUNTRY CLUB ESTATES, SECTION ONE, is hereby expressly prohibited, except for those lots, tracts and parcels whose use is specifically indicated for purposes other than single family residential purposes as set forth hereinafter or on the Map; 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 COUNTRY CLUB ESTATES, SECTION ONE, while the same or any part thereof is owned by the Corporation, or its successors to whom such permission is granted.

SECTION 3 - LAND IMPROVEMENTS

(A) 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.

(B) All numbered lots in NEWPORT COUNTRY CLUB ESTATES, SECTION ONE, shall be improved, occupied and used according to the provisions of the following land improvement classifications:

Classification RS-1-3000 (Residential - Single Family -
One Story - 3000 Square Feet
Minimum)

OR

RS-2-3000 (Residential - Single Family - Two or more
Stories - 3000 Square Feet
Minimum)

and such lots are hereby restricted as to the use and improvement thereof as follows:

(1) Only one single-family residence shall be constructed upon each lot 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.

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(3) Any one-story residence constructed on any lot designated with this classification shall contain not less than three thousand square feet (3000 Sq. Ft.) of fully enclosed floor area devoted to living purposes. If a single-family residence shall be two or more stories, the residence shall also contain not less than three thousand square feet (3000 sq. ft.) of fully enclosed floor area devoted to living purposes. The first floor minimum square footage on a residence of classification RS-2-3000 shall be at the sole discretion of the Architectural Committee. Floor area as used in this paragraph (3) shall be exclusive of roofed or unroofed porches, terraces, garages, galleries, porte cocheres, detached servant or guest quarters, and any other permitted out-buildings, and shall further be computed from the faces of the exterior walls enclosing such floor area.

(4) There shall be constructed upon each lot in NEWPORT COUNTRY CLUB ESTATES, SECTION ONE, designed with this classification a garage having a minimum of two (2) enclosed automobile parking stalls of at least ten (10) feet in width and twenty-two (22) feet in length. Said required parking garage shall be constructed entirely within the building setback lines hereinafter prescribed and shall be attached to and a part of the structure of the residence constructed on the lot(s). Each garage door shall be equipped with an automatic garage door opener. Driveways between the street and said garage shall be of reinforced concrete and shall conform to Harris County Engineering Department specifications.

(5) Signs displaying estate title, family names, or similar titles shall be installed on each lot in NEWPORT COUNTRY CLUB ESTATES, SECTION ONE, and shall be of uniform design and style which shall be selected by the Architectural Committee. Said signs shall be installed so as to be illuminated at night by

the architectural street light specified in Subsection (6) below.

(6) There shall be installed at the edge of the fronting street right-of-way on each lot in NEWPORT COUNTRY CLUB ESTATES, SECTION ONE, an electric architectural street light of uniform design and style which shall be selected by the Architectural Committee. Said street light shall fully light the entrance to the driveway and the face of the estate sign.

(7) Mailboxes installed near the curb in conformance with Postal Regulations shall be of uniform design and style which shall be selected by the Architectural Committee.

(8) The Architectural Committee hereinafter designated shall have the authority to make additional regulations and requirements as to the architectural style, exterior appearance, 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.

SECTION 4 - APPROVAL TO BUILD

(A) No lot clearing, construction or erection of improvements of any kind upon any land, including, without limitation, each lot contained in NEWPORT COUNTRY CLUB ESTATES, SECTION ONE, shall ever be commenced until the written approval of the Architectural Committee has been received. Pursuant thereto, the Architectural Committee shall not take action unless and until three (3) sets of plans and specifications required herein have been submitted to the Architectural Committee and the site has been prepared as specified in Subsection (B) below. Further, no building or other improvement shall ever be erected or constructed upon any land contained in NEWPORT COUNTRY CLUB ESTATES, SECTION ONE, without first securing the appropriate regulatory agency building permits.

(B) The building site must be prepared as follows prior to applying for permits to start clearing and construction:

(1) All property corners must be pinned and flagged and boundaries marked with string.

(2) The location of all outer limits of all buildings, walks, driveways, and outbuildings must be staked and marked with string.

(3) All trees scheduled for removal must be marked with white engineer's tape.

(C) 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 after a field inspection of the building site prepared as specified in Subsection (B) next above. Plans and specifications submitted to the Architectural Committee for approval shall include, without limitation, the following:

(1) Large-scale (1:30' or larger) Site Development Plan, showing the plan location of the residence, outbuildings, decks, patios, architectural street lights, estate signs, mailboxes, drives, paths, landscapings, and all other proposed improvements to be located on the lot. Said Site Development Plan shall show the relationship between all structures and all boundaries. Metes and Bounds description of all boundaries shall be shown also. Said plan shall show the location, size, and species of all existing trees and shall indicate those trees which are to be removed in clearing the lot.

(2) Complete and detailed construction plans and specifications, to include without limitation a foundation plan, floor plans, framing plans, construction details, all exterior elevations, materials to be used, and exterior colors to be used.

(D) Improvement plans which, in the opinion of the Architectural Committee, are not consistent with the aesthetic character of NEWPORT COUNTRY CLUB ESTATES, SECTION ONE, shall be returned to the applicant for revision.

SECTION 5 - BUILDING SETBACK LINES

No building or other improvement erected upon any land contained in NEWPORT COUNTRY CLUB ESTATES, 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; provided, however, if the Map does not set forth and describe front, side and rear setback lines with respect to any lot contained in NEWPORT COUNTRY CLUB ESTATES, SECTION ONE, herein restricted to single-family residential purposes only then, as to such lot(s), the front setback line shall be sixty (60) feet, the side setback lines shall be twenty (20) feet and the rear setback line shall be thirty (30) feet. Unless otherwise approved by the Architectural Committee, each main single-family residence shall face the front of the lot. Notwithstanding the foregoing, no building or other improvement shall ever be erected or constructed upon any lot contained in NEWPORT COUNTRY CLUB ESTATES, SECTION ONE, which shall impair, in the opinion of the Architectural Committee, an adjacent lot owner's view.

SECTION 6 - SEWAGE DISPOSAL AND WATER SYSTEM

All buildings and other improvements constructed or erected upon any land in NEWPORT COUNTRY CLUB ESTATES, 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 become capable of serving such improvements or building. All buildings or other improvements constructed or erected upon any land situated in NEWPORT COUNTRY

CLUB ESTATES, 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.

SECTION 7 - UNDERGROUND ELECTRIC DISTRIBUTION SYSTEM

(A) An underground electric distribution system shall be installed in NEWPORT COUNTRY CLUB ESTATES, SECTION ONE, which underground service system will embrace all lots in NEWPORT COUNTRY CLUB ESTATES, SECTION ONE. The owner of each lot in NEWPORT COUNTRY CLUB ESTATES, 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 the meter. In addition, the owner of each lot shall at his own cost, furnish, own and maintain a meter loop (in accordance with the 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 COUNTRY CLUB ESTATES, 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.

(B) The electric company has installed or will install the underground

electric distribution system in NEWPORT COUNTRY CLUB ESTATES, SECTION ONE, at no cost to the Corporation (except for certain conduits, where applicable, and except as hereinafter provided) upon the Corporation's representation that NEWPORT COUNTRY CLUB ESTATES, SECTION ONE is being developed in accordance with the provisions hereof entitled "Land Use" and "Land Improvement", and that all lots together with any improvements erected thereon by the Corporation are held for sale by the Corporation to bona fide purchasers. Therefore, should the provisions hereof be lawfully changed so that dwellings of a different type will be permitted in NEWPORT COUNTRY CLUB ESTATES, 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 COUNTRY CLUB ESTATES, SECTION ONE, or (b) the owner of each lot, or the applicant for service, shall pay to the electric company the sum of (1) \$1.75 per front lot foot, it having been agreed that such amount reasonably represents the excess in cost of the underground distribution system to service 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.

SECTION 8 - TEMPORARY STRUCTURES AND PERMANENT OUTBUILDINGS

(A) 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 land contained in NEWPORT COUNTRY CLUB ESTATES, 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 a specific time period, in the discretion of the Architectural Committee.

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 land contained in NEWPORT COUNTRY CLUB ESTATES, 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 of the lands in NEWPORT COUNTRY CLUB ESTATES SECTION ONE, and such temporary facilities may be constructed as are necessary while selling residences.

(B) Permanent outbuildings, such as cottages, maid and/or guest quarters, storage buildings, greenhouses, poolhouses, and gazebos may be built on the property, provided the architecture of such outbuildings matches the architecture of the residence, that the same permits and approvals as required for the residence are obtained, and that the outbuildings are constructed entirely within the building setback lines.

SECTION 9 - CONSTRUCTION PERIODS

All construction, altering or remodeling of any building or other improvement upon any land situated in NEWPORT COUNTRY CLUB ESTATES, SECTION ONE, shall be pursued diligently from the commencement thereof until the completion thereof. Equipment for the storage or disposal of construction materials used in the construction of improvements erected upon any lot may be placed upon such lot within the setback lines at the time construction is commenced and may be maintained thereon for a reasonable time, so long as the construction progresses without undue delay, until the completion of the improvements, after which these materials shall either be removed from the lot or stored in a suitable enclosure on the lot. During the entire construction period, the home builder shall continuously

maintain the frontage along NEWPORT COUNTRY CLUB DRIVE including the pavement, curb, gutter, and the grassed area between the curb and the front setback line, to a high standard of appearance.

SECTION 10 - LOT GRADING AND FILLING

All grading of lands in NEWPORT COUNTRY CLUB ESTATES, SECTION ONE, shall be approved in advance by the Architectural Committee and no lands in NEWPORT COUNTRY CLUB ESTATES, SECTION ONE, may be filled to a point higher than the highest natural point of elevation upon such land.

SECTION 11 - NUISANCES: APPEARANCE OF LOTS: AND REMOVAL OF TREES

(A) No noxious, unhealthful, unsanitary or other offensive activities, whether for profit or not, shall ever be carried on or permitted to exist upon any lot in NEWPORT COUNTRY CLUB ESTATES, SECTION ONE, nor shall anything be done or permitted to be done upon any lot which may be or become an annoyance or nuisance to the other owners of any other lands situated in NEWPORT COUNTRY CLUB ESTATES, 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 situated in NEWPORT COUNTRY CLUB ESTATES, SECTION ONE, except for such reasonable period 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 proper containers. All incinerators or other equipment for the disposal or storage of such matter shall be kept and maintained in a clean, 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.

(B) All lots situated in NEWPORT COUNTRY CLUB ESTATES, SECTION ONE, shall at all times be kept and maintained in a clean, healthful, sightly and wholesome condition. This restriction is modified in regard to normal sales activities conducted in order to sell homes in the subdivision and the light effects utilized to display model homes..

(C) All service yards, woodpiles and storage piles shall be walled in or kept screened in such manner as to conceal them from adjacent lots and roadways.

(D) No tree shall ever be removed from any lot in NEWPORT COUNTRY CLUB ESTATES, SECTION ONE, without obtaining the prior consent of the Architectural Committee.

SECTION 12 - BOAT AND TRAILER STORAGE

No truck, trailer, 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 or parked on any street driveway contained in NEWPORT COUNTRY CLUB ESTATES, SECTION ONE, for a period longer than forty-eight (48) hours without the prior written approval of the Architectural Committee, or unless stored in a garage.

SECTION 13 - RADIO AND TELEVISION ANTENNA

No electronic antenna or device of any type, other than an antenna for receiving normal television signals, shall be erected, constructed, placed or permitted to remain on any of the lots, houses, or buildings constructed in this subdivision. There shall be no outside CB or shortwave radio or similar antennas constructed upon any lot, tract or parcel of land in NEWPORT COUNTRY CLUB ESTATES, SECTION ONE. Television antennas may be attached to the house; however, the antenna's location shall be restricted to the rear of the house or to the rear

of the roof ridge line, gable or center line of the principal dwelling so as to be hidden from sight when viewed from the fronting street.

SECTION 14 - DRYING OF CLOTHES OUTDOORS

No drying of clothes outdoors shall ever be permitted in NEWPORT COUNTRY CLUB ESTATES, SECTION ONE.

SECTION 15 - PETS AND OTHER ANIMALS

(A) 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 in NEWPORT COUNTRY CLUB ESTATES, SECTION ONE, except for dogs, cats and other bona fide household pets which have been properly registered in compliance with local laws and ordinances and which do not make objectionable noise or constitute a nuisance, health or safety hazard or inconvenience to any owner of other adjacent lots in NEWPORT COUNTRY CLUB ESTATES, 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 situated in NEWPORT COUNTRY CLUB ESTATES, SECTION ONE, without the express prior approval of the Architectural Committee.

(B) Dog owners shall not permit their dogs to run free except inside a fenced area constructed on the lot under the provisions of Section 18. The owner of any dog found not so restrained shall be considered to be in violation of these restrictions. Any dog not so restrained is subject to capture and detention by local animal control authorities.

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

SECTION 16 - SIGNS

No signs, billboards, posters, or advertising devices of any character shall ever be erected upon or allowed to exist upon any lot in NEWPORT COUNTRY CLUB ESTATES, SECTION ONE, without the express prior written consent of the Architectural Committee; provided, however, this covenant shall not apply to the Corporation, or a successor in title to NEWPORT COUNTRY CLUB ESTATES, SECTION ONE, engaged in the construction and sale of residences in NEWPORT COUNTRY CLUB ESTATES, SECTION ONE. The Corporation, or its assigns, will have the right to remove any sign, advertisement, or billboard or structure that does not comply with the above, and in so doing shall not be subject to any liability of trespass or other sort in connection therewith or arising with such removal. (See also Section 3, subsection (B) subparagraph (5) next above.)

SECTION 17 - 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, excavating, 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 land in NEWPORT COUNTRY CLUB ESTATES, SECTION ONE; provided, however, nothing in the foregoing shall ever restrict the Corporation, its successors or assigns to carry on such activities in, on or under any lot, tract or parcel situated in NEWPORT COUNTRY CLUB ESTATES, SECTION ONE.

SECTION 18 - FENCES AND BOUNDARY PLANTINGS

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Except around private swimming pools, there shall be no fences and boundary plantings permitted on any Lot in NEWPORT COUNTRY CLUB ESTATES, SECTION ONE. Notwithstanding the above, no fences or boundary plantings will be allowed on any Lot in NEWPORT COUNTRY CLUB ESTATES, SECTION ONE that is contiguous to the Golf Course. Swimming pool fences shall not be chain link or "cyclone" and must receive prior approval from the Architectural Committee before beginning construction.

SECTION 19 - LOT MAINTENANCE

The owners or occupants of all lots shall at all times keep all weeds and grass thereof cut in a sanitary, healthful and attractive manner and shall in no event use any lot for storage of materials and equipment except for normal residential requirements or incident to construction of improvements thereon as herein permitted. Trash, garbage or other waste materials shall not be kept on the lot except in proper containers constructed of metal, plastic or masonry materials with proper covers or lids.

III
ARCHITECTURAL COMMITTEE

SECTION 1 - ORGANIZATION

The Architectural Committee shall be composed of the following six (6) people, to wit:

Artis E. James, Jr.
Jack A. Furman
David McGowan

Robert C. Speake
Bernard L. Haines
Thomas F. Montgomery

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 members or committees from time to time to advise it on matters pertaining to NEWPORT COUNTRY CLUB ESTATES, SECTION ONE.

SECTION 2 - DUTIES OF ARCHITECTURAL COMMITTEE

(A) 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.

(B) No building or other improvement - such as fences, patios, swimming pools or outbuildings - shall be erected, placed or altered on any land in NEWPORT COUNTRY CLUB ESTATES, SECTION ONE, until all plans and specifications have been presented to the Architectural Committee and approved 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 approved, 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 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.

(C) 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 Declaration, if the design or appearance of the proposed building or other structure are not in harmony with the general surroundings of the lands in NEWPORT COUNTRY CLUB ESTATES, SECTION ONE, 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 lands adjacent thereto, all in the sole discretion of the Architectural Committee whose decision shall be final.

(D) 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.

(E) 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 the property or improvements situated in NEWPORT COUNTRY CLUB ESTATES, SECTION ONE. In any event, no variance shall be considered to be valid unless it has been granted in writing by the Architectural Committee.

(F) The Architectural Committee may also determine and allow in the respective classifications of lots, tracts and parcels of NEWPORT COUNTRY CLUB ESTATES, 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.

(G) 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 COUNTRY CLUB ESTATES, SECTION ONE.

IV CHARGES, ASSESSMENTS AND LIENS

SECTION 1 - GENERAL "NEWPORT" CHARGES AND ASSESSMENTS

(A) All lots, tracts and parcels situated in NEWPORT COUNTRY CLUB ESTATES, SECTION ONE, are hereby subject to a monthly maintenance charge for the purpose of maintaining the streets, roads and common facilities and areas of "NEWPORT".

(B) Each purchaser of a lot in NEWPORT COUNTRY CLUB ESTATES, SECTION ONE, shall by acceptance of a deed thereto or the signing of a contract or agreement to purchase the same, whether from the Corporation or a subsequent owner of such lot or lots, binds himself, his heirs, personal representatives and assigns to pay all charges and assessments as shall be determined and levied upon such lot and/or purchaser by Newport Yacht and Country Club, Inc. and/or Newport Property Owners Association, Inc., (hereinafter sometimes referred to as the "Organizations"), including interest on such charges and assessments and collection costs thereof, if any, including attorney's fees. The obligation to pay such charges, assessments, interest and costs constitutes a continuing charge upon and an obligation running with the land, and also the personal obligation of the person who was the owner of such property at the time when the assessment fell due.

(C) Notwithstanding anything in the foregoing, no monthly maintenance charge shall ever be due or owing by the Corporation, its successors or assigns, by virtue of being the owner of any lot, tract or parcel situated in NEWPORT COUNTRY CLUB ESTATES, SECTION ONE.

SECTION 2 - LIENS

(A) All liens provided for under Section 1, subsection (B) next above shall be enforceable by appropriate legal proceedings, in the manner provided by law. No proceedings for enforcement of any such lien or 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.

(B) Liens of mortgages with first priority placed upon any of the property in NEWPORT COUNTRY CLUB ESTATES, SECTION ONE, for the purpose of securing payment of purchase money for such property or for the purpose of constructing a residence or other improvement thereon, provided such mortgages are in favor of a financial institution, 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 other liens provided for herein. The Corporation may, at its option, execute further instruments to subordinate any and all liens provided for in Section 1, subsection (B) next above to such mortgages.

(C) Subject to the exceptions set forth above, said monthly maintenance charges and assessments imposed under Section 1, subsection (B), next above, together with all collection expenses and attorney's fees incurred in connection therewith, shall be secured by an express lien which is hereby expressly created and imposed upon each and every lot in NEWPORT COUNTRY CLUB ESTATES, SECTION ONE, and every conveyance of any or all of the lots situated in NEWPORT COUNTRY CLUB ESTATES, SECTION ONE, hereafter made shall be made subject to such express 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 liens are hereby transferred and assigned without recourse or warranty, express or implied, to Newport Yacht and Country Club, Inc.

(D) The Corporation may, at its option, by appropriate written instrument recorded in accordance with the laws of the State of Texas, subordinate or waive any and all liens imposed in Section 1, Subsection (B) next above.

SECTION 3 - ADMINISTRATION OF FUNDS FROM GENERAL CHARGES AND ASSESSMENTS

(A) 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 monies, paid or to be paid pursuant hereto and to carry out the purposes hereof.

(B) Funds from similar maintenance charges collected from other sections of "NEWPORT", including previously-developed and future sections, may be pooled, merged and combined into and with the monthly maintenance charges set forth herein and all such monies may be pooled, merged and combined with the general funds of the Corporation.

(C) 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 be expired according to the provisions hereinabove set forth.

V
REMEDIES FOR VIOLATIONS

SECTION 1 - GENERAL

All restrictions, covenants and liens herein contained shall be applicable to and binding upon all of the lots in NEWPORT COUNTRY CLUB ESTATES, SECTION ONE, and the owners thereof, irrespective of the source of title of such owners. All breaches thereof, if continued for a period of in excess of thirty (30) days from and after the date the Corporation or any other property owner or owners shall have notified in writing the owner or resident in possession of the land 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 land owner, to apply to any court of law or equity having jurisdiction thereof for an injunction or other proper relief. If such relief be granted by said court, all reasonable expenses in prosecuting such suit, including attorney's fees, shall be reimbursed by said land parcel owner against whom such suit was so prosecuted.

SECTION 2 - APPLICABILITY

Notwithstanding anything in the foregoing, no violation of the restrictions and covenants set forth or foreclosure of the contractual 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 lands or portion thereof situated in NEWPORT COUNTRY CLUB ESTATES, SECTION ONE. 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. All remedies herein set forth shall be available and enforceable for any violation of the restrictions, covenants or contractual liens herein contained, occurring after the acquisition of said property through foreclosure, or deed in lieu of foreclosure.

VI
MISCELLANEOUS

SECTION 1 - ACCEPTANCE OF DECLARATION

Each purchaser and grantee of the lands and each part thereof 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, covenants and liens herein contained, as well as the rights and powers of the Corporation. By such acceptance said purchaser 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 all the lands and each portion thereof situated in NEWPORT COUNTRY CLUB ESTATES, SECTION ONE, to keep, observe, comply with and perform said restrictions and covenants and be subject to the liens all as set forth herein.

SECTION 2 - NON-WAIVER

No delay or omission on the part of the Corporation or the owner or owners

of any lands situated in NEWPORT COUNTRY CLUB ESTATES, 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. 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 such breach, or for imposing herein restrictions and covenants and liens which may be unenforceable.

SECTION 3 - REMEDIES CUMULATIVE

The various rights and remedies of the Corporation and the owners of the lands in NEWPORT COUNTRY CLUB ESTATES, SECTION ONE, as heretofore set forth 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 effecting the ability of the Corporation or said property owners to use, rely upon, resort to and enforce the other, or any of them.

SECTION 4 - NUMBER AND GENDER

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

SECTION 5 - 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.

150-94-0699

AND WE, JACK A. FURMAN as Vice President of DIAMONDHEAD CORPORATION, and KENNETH E. HENDRYCY, 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 Bay St. Louis, Mississippi, on the 8th day of February, 1980.

WITNESS our hands at Bay St. Louis, Mississippi, on the 8th day of February, 1980.

DIAMONDHEAD CORPORATION

BY: Jack A. Furman
Vice President
Jack A. Furman

Attest:

BY: Kenneth E. Hendrycy
Assistant Secretary
Kenneth E. Hendrycy

STATE OF MISSISSIPPI
COUNTY OF HANCOCK

FEB 11 12 54 PM 1980
COUNTY CLERK
HARRIS COUNTY, TEXAS

BEFORE ME, the undersigned authority, on this day personally appeared JACK A. FURMAN and KENNETH E. HENDRYCY 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 February, 1980.

Levonna B. Russ
Notary Public in and for
Hancock County, Mississippi
Levonna B. Russ

My Commission Expires: 6/20/83

RETURN TO:
DIAMONDHEAD CORPORATION
P. O. BOX 101
CROSBY, TEXAS 77532

AND WE, JACK A. FURMAN as Vice President of DIAMONDHEAD CORPORATION, and KENNETH E. HENDRYCY, 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 Bay St. Louis, Mississippi, on the 8th day of February, 1980.

WITNESS our hands at Bay St. Louis, Mississippi, on the 8th day of February, 1980.

DIAMONDHEAD CORPORATION

BY: *Jack A. Furman*
Vice President
Jack A. Furman

Attest:

BY: *Kenneth E. Hendrycy*
Assistant Secretary
Kenneth E. Hendrycy

STATE OF MISSISSIPPI
COUNTY OF HANCOCK

FEB 11 12 54 PM 1980
COUNTY CLERK
HARRIS COUNTY, TEXAS
Paula J. Williams

BEFORE ME, the undersigned authority, on this day personally appeared JACK A. FURMAN and KENNETH E. HENDRYCY 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 February, 1980.

Louanna D. Russ
Notary Public in and for
Hancock County, Mississippi
Louanna D. Russ

My Commission Expires: 6/20/83

RETURN TO:
DIAMONDHEAD CORPORATION
P. O. BOX 101
CROSSBY, TEXAS 75732

Amend

R848994

507-70-1913

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

03/21/75 20004247 1 040753

642.50

THE STATE OF TEXAS

§
§
§

WITNESSETH:

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 Country Club Estates, Section One, on February 3, 1980 (hereinafter called the "Declaration"), which Declaration was filed for record in the Official Public Records of Real Property of Harris County, Texas, on February 11, 1980, under File No. G425209, and recorded under Film Code Reference No. 150-94-0672, and

WHEREAS, the undersigned, pursuant to the power granted in subparagraph (B) 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.

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 Country Club Estates, 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 _____, 19__, under File No. _____, and recorded in Volume 293, Page 64, of the Map Records of Harris County, Texas, do hereby amend the Declaration by:

NEWPORT AMENDM

Page 1

43⁵⁰
✓

507-70-1914

(1) deleting Article IV, entitled "CHARGES, ASSESSMENTS AND LIENS", which begins on Page 22 and includes ten (10) paragraphs which follow after the heading "SECTION 1--GENERAL 'NEWPORT' CHARGES AND ASSESSMENTS" and inserting in lieu thereof the following, to-wit:

IV

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 COUNTRY CLUB ESTATES, 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 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 COUNTRY CLUB ESTATES, SECTION ONE and every conveyance of any or all of

507-70-1915

the lots, tracts or parcels situated in NEWPORT COUNTRY CLUB ESTATES, 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

507-70-1916

from and after the date the charge or assessment giving rise to such lien becomes due and payable.

Liens of first deeds of trust and purchase money mortgages placed upon any of said lots, tracts or parcels in NEWPORT COUNTRY CLUB ESTATES, 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 6 thereof sub-paragraph (B) of the section entitled "Term" and inserting in lieu thereof the following, to-wit:

(B) 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

507-70-1917

County, Texas at the time of the filing of such instrument) of a majority of the lots contained in NEWPORT COUNTRY CLUB ESTATES, SECTION ONE. The approval of joint and/or multiple owners 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 27th day of March, 1996.

THE NEW PROPERTY OWNERS
ASSOCIATION OF NEWPORT, INC.

BY: 
President

ATTEST:


Secretary

507-70-1918

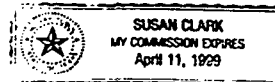
THE STATE OF TEXAS §
COUNTY OF HARRIS §

BEFORE ME, the undersigned authority, on this day personally appeared DANIEL C. 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 27th day of March, 1995.

Susan Clark
Notary Public in and for
Harris County, Texas

Commission Expires: 4-11-99



507-70-1919

**BALLOTS FOR THE AMENDMENT TO DECLARATION
OF RESERVATIONS, RESTRICTIONS, COVENANTS AND
LIENS OF NEWPORT COUNTRY CLUB ESTATES, 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 Amendment to Declaration of Reservations, Restrictions, Covenants and Liens of NEWPORT COUNTRY CLUB ESTATES, 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 COUNTRY CLUB ESTATES, 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 COUNTRY CLUB ESTATES, 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 32 day of March, 1996.

THE NEW PROPERTY OWNERS
ASSOCIATION OF NEWPORT, INC.

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

507-70-1920

THE STATE OF TEXAS

COUNTY OF HARRIS

BEFORE ME, the undersigned authority, on this day personally appeared Mary F. Bane, 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