

**DECLARATION OF COVENANTS, CONDITIONS,
RESTRICTIONS AND EASEMENTS FOR EL LAGO POINT SUBDIVISION**

THE STATE OF TEXAS

COUNTY OF HARRIS

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KNOW ALL MEN BY THESE PRESENTS

This Declaration (the "Declaration") is made on this the 21st day of September 2023 by PALT INC. ("Declarant").

WITNESSETH

WHEREAS, Declarant is the owner of that certain tract or parcel of land including the lake located in Amending Plat of Marina at El Lago, (hereinafter called and referred to as "Property"), situated in Harris County, Texas, which is more particularly described as follows, to-wit:

A TRACT OF LAND CONTAINING 8.2697 ACRES AND BEING A 1.3788 ACRE TRACT OF LAND LOCATED IN THE RITSON MORRIS SURVEY, ABSTRACT 52, ZONED B4 BY THE CITY OF EL LAGO AND ALL OF THE FINAL PLAT OF MARINA AT EL LAGO, BEING 6.8909 ACRES ZONED A PLANNED UNIT DEVELOPMENT (PUD) BY THE CITY OF EL LAGO A SUBDIVISION IN HARRIS COUNTY, TEXAS, ACCORDING TO THE MAP OR PLAT THEREOF RECORDED UNDER FILM CODE NO. 701749 OF THE MAP RECORDS OF HARRIS COUNTY, TEXAS.

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

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

ARTICLE I
DEFINITIONS

The following capitalized terms shall have the meanings given below:

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

2. "Lot" means each of the twenty nine (29) parcels of land out of the Property the same being designated as Lots 1 through 29 inclusive on the site plan attached hereto, each constituting a building site for one residence for individual use and ownership; and Reserves A-F.
3. "Easement" means to the various utility, driveway, or other easements of record from time to time in the official records of real property for Harris County, Texas, and such other easements as are created or referred to in the Declaration.
4. "Owner" means the legal Owner, whether one or more persons or entities, of any Lot including contract sellers and any person or entity holding legal title as Trustee but excluding those having such interest merely as security for the performance of an obligation.
5. "El Lago Point Homeowners Association" means a committee of three (3) individuals appointed by PALT INC, Alexander Najem, Timothy Leppard and Brian McLaughlin.

ARTICLE II BUILDING AND USE RESTRICTIONS

Section 1. Residences and Buildings. No buildings or other structures shall be placed, constructed, or reconstructed on any of the Lots of this Property other than single family residences on piling foundations. No mobile homes or prefabricated homes shall be placed on any of the Lots of this Property. No temporary structures, such as tents, travel trailers, campers, garages or other outbuildings (whether affixed to the realty or not) shall ever be used on the property as a residence or dwelling.; property owners can apply to the HOA for a variance for storage sheds or pergolas, etc.

Section 2. Boathouses. Boat slips will be permitted but are subject to approval by Marina at El Lago Architectural control committee. Railings, finish carpentry, color application and other aesthetic applications shall be congruent with architectural design and color schemes of the residence it serves.

Section 3. Residential Use. Each Lot shall be used for and occupied solely as a single-family residence. No Lot shall be used or occupied for any business, commercial, trade or professional purpose. No short-term rentals are allowed, and a minimum of 12 month lease required for use as a rental property. The foregoing notwithstanding, Declarant, as an Owner may construct single family residences on the property and conduct sales of the same therefrom.

Section 4. Nuisance. No noxious or offensive activity shall be carried on or permitted upon any Lot, nor shall anything be done therein which may be or become an annoyance or nuisance to the neighborhood or to other Lots.

Section 6. Signs. There shall not be displayed to public view on any Lot any sign other than a "for sale" or "for lease" sign of not more than six (6) square feet. This prohibition shall not apply to Declarant in its initial sale of the residences it constructs on the Property. The only exception will be Reserve "A" that will adhere to the City of El Lago codes and rules of enforcement.

Section 7. Maintenance.

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

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

Section 7. Storage Parking of Automobiles, Boats, Trailers and Other Vehicles. No boats, trailers, travel trailers, automobiles, or vehicles of any kind (either operative or inoperative) shall be left overnight in the public street right-of-way adjacent to the Property. Boats, trailers, travel trailers, automobiles, or vehicles of any kind (which are in good condition) are allowed to be stored under house or in garage.

Section 8. Temporary Structures Prohibited. No structure of a temporary character, such as a tent, trailer, camper, garage, or other outbuildings (whether affixed to the realty or not) shall ever be used on the Property as a residence or dwelling.

Section 9. Architectural Control. No improvements of any character shall be erected or placed on the Property other than those originally constructed by Declarant, except for replacements thereto or reconstruction thereof all of which shall be in accordance with plans and specifications used by Declarant in the original construction. No changes shall be made in the exterior color scheme of the improvements on the Property without approval from Marina at El Lago Homeowner's association. Any Owner desiring to repair or reconstruct the Improvements

on its Lot shall obtain the written approval of the El Lago Point Homeowners Association before commencing same. If, but only if, the proposed work will be in accordance with the plans and specifications used by Declarant in the original construction, such approval shall not be withheld.

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

Section 11. Architectural Photography. Declarant shall have the right to photograph the property, either the exterior or interior for its own or publication purposes during a two-year period following substantial completion of the residential units thereof. Declarant shall notify the Owner of the subject Lot at least seven (7) days in advance of photography. Declarant may ask for cooperation in adjusting interior window blinds and lighting temporarily or consent to arrange furniture or add furnishings (in the latter two cases all at Declarant's expense), which cooperation or consent shall not be unreasonably withheld.

Section 12. Mineral Exploration. No oil, gas or other mineral or water exploration or development operations, including, without limitation, seismographic exploration, drilling, refining, mining, quarrying, tunneling, excavation, tank or pipeline construction or erection or any other similar activity or activities connected with such exploration or development, shall ever be conducted on the Lot.

Section 13. Insurance. Each Owner shall obtain insurance for their Lot and all improvements thereon, INCLUDING boats or vessels stored or docked on the property, against loss or damage by fire, storms, acts of God or other hazards in an amount sufficient to cover the full replacement costs of any repair or reconstruction work in the event of damage or destruction from any hazard. Said insurance may include coverage against vandalism. Premiums for all such insurance shall be the expense of the Owner. In the event of damage or destruction by fire or other casualty to a Lot or any improvements thereof, the Owner shall promptly upon the receipt of the insurance proceeds, contract, and without delay commence, to rebuild or repair such damaged or destroyed portions of the Lot or any improvements thereon to as good condition as formerly and in accordance with the plans and specifications of the original construction. If the Owner of the affected Lot did not maintain insurance as above required, the El Lago Point Homeowners Association (or any Owner if the El Lago Point Homeowners Association fails to act in a timely manner) may effect such repair or reconstruction and all sums expended pursuant to the Section 13 shall be due and payable by the Owner of the affected Lot on demand and shall be secured by the express lien hereinafter provided.

Section 14. Pets. Owners with pets of any kind, must maintain them in a manner that is conducive to community health and tranquility, and to avoid a nuisance situation.

All pets must be leashed when in any common area.

Owners are required to pick up all animal waste
Owners are required to prevent prolonged animal barking noises at all hours
Owners may not keep animals outside unattended. No dog runs or chaining of animals is permitted

ARTICLE III EASEMENTS

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

- A. Utilities. Easements for installation of utilities are reserved and dedicated as shown and/or provided for from time to time in instruments of record in the public records of real property of Harris County, Texas, and/or in this Declaration.
- B. Minor Encroachments. Each Lot shall be subject to a perpetual easement for minor encroachments from improvements originally constructed by Declarant on adjoining Lots and improvements which are replacements to and in conformance with such original construction.
- C. Owners of Adjacent Lots. All Lots shall be subject to a perpetual easement in favor of abutting Lots for maintenance and repair of the improvements on such abutting Lots if the same cannot reasonably be accomplished without use of such easement.

ARTICLE IV COMMON AREAS

Section 1. Common Areas Defined. The common areas shall consist of the subdivision entry, greenspace at entry, private road and median with parking and greenspace, the bulkheads, the area between the bulkheads, and the property lines.

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

Section 3. Private Roads and Utilities. All private roads and utilities shall be the responsibility of the El Lago Point Homeowners Association to maintain

ARTICLE V MAINTENANCE CHARGES

Section 1. Maintenance Charges. The El Lago Point Homeowners Association shall establish a maintenance fund for the purpose of maintaining and repairing the common areas

including the lake and shall assess the Owners an Annual assessment of \$1,000.00 in order to establish and maintain such maintenance fund. If at any time the maintenance fund is inadequate to pay for maintenance and repairs to the common areas including the lake, the El Lago Point Homeowners Association shall assess each Owner for said Owners pro-rata share of the deficiency in addition to the normal monthly assessment.

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

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

ARTICLE VI GENERAL PROVISIONS

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

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

Section 3. Interpretation. If this Declaration or any word, clause, sentence, paragraph or other part thereof shall be susceptible to more than one or conflicting interpretations, then the

interpretation which is the most nearly in accordance with the general purposes and objectives of this Declaration shall govern.

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

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

Section 6. El Lago Point Homeowners Association. The affairs of the El Lago Point Homeowners Association shall be managed in accordance with the Bylaws it adopts.

Article VII SPECIAL PROVISIONS

- A. Any and all boat slip construction will be at the discretion and expense of the assigned homeowner, must conform to Article II, Section 2 restrictions, and obtain proper approval from architectural control, Article II, Section 9.
- B. All boat slips and boat storage in this special area shall conform to the following design criteria.
 - 1. Shall not exceed 28' in length
 - 2. Shall have no more than 8 pilings, round
 - 3. Shall have a galvalume U-panel roof to match development roof materials
 - 4. All gang ways must be abutting any neighboring existing structure, by bridging any gap with decking or some other reasonable method to avoid fall hazards.
 - 5. Boat slips may have electric lifts and lighting, or floating lifts within the confines of the prescribed space. Power for use at the "slips" will be run to the headwall into a pull box for access. Responsibility for electrical connection to each respective structure will be the responsibility of the owner. All lighting shall be kept on automatic timers or photocells to minimize power usage.
 - 6. Boat slip construction areas shall be kept clean and free of debris
 - 7. All contractors working on boat slip construction shall be insured and licensed as required by the State of Texas and the City of El Lago
- C. Boathouses in this special area must be kept clean and well maintained. No equipment or personal items shall be left unattended in or around the area and kept in good order. Requests from other residents regarding a failure to maintain an orderly area should be addressed and rectified.

- D. Insurance must be maintained for any use of the assigned "slip". Owner shall be responsible for maintaining this policy for the duration of use of the "slip", and upon request provide proof of this insurance to the El Lago Point HOA

Section 2. Common Area expenses. Common areas governed in this provision include the maintenance for subdivision entry gate and establishment of a permanent electrical meter to serve its operation. In addition, this meter will serve as a provider of collective power for the designated boat storage area (Article VII, Section 1) and street lighting.

Electricity charges for these 3 services will be paid by the El Lago Point Homeowners Association. Owners of "slips" in the designated boat storage area shall pay a total of 100\$ per month to El Lago Point HOA for their pro rata share of utility usage (Article VII section 1b)

All Homeowners building and maintaining a boat house in this reserve must keep it clean, free of debris and in good repair. In addition, all electrical lights and other devices must be on timers to avoid excessive electrical usage.

Common areas landscape maintenance and common area planter boxes will be maintained by the Homeowners Association.

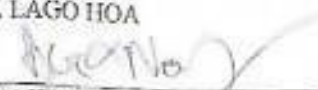
Utilities, roadways, and bulkheads will be maintained by the Homeowners Association.

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

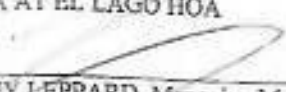
PALT INC.

By: 
TIMOTHY LEPPARD, Manager

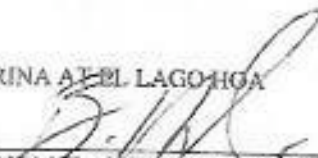
MARINA AT EL LAGO HOA

By: 
ALEXANDER NAJEM, Managing Member

MARINA AT EL LAGO HOA

By: 
TIMOTHY LEPPARD, Managing Member

MARINA AT EL LAGO HOA

By: 
BRIAN MCLAUGHLIN, Managing Member

STATE OF TEXAS

COUNTY OF HARRIS

Before me, the undersigned authority, on this day personally appeared Timothy Leppard, Manager of Palt Inc., known to me to be the person whose name is subscribed to the foregoing instrument and acknowledged to me that he executed the same for the purposes and consideration therein expressed, in the capacity therein stated and as the act and deed of said corporation.

Given under my hand and seal of office on this the 21 day of September, 2023.



Heather McKeown
NOTARY PUBLIC, STATE OF TEXAS

STATE OF TEXAS

COUNTY OF HARRIS

Before me, the undersigned authority, on this day personally appeared Alexander Najem, Managing Member of Marina at El Lago HOA, known to me to be the person whose name is subscribed to the foregoing instrument and acknowledged to me that he executed the same for the purposes and consideration therein expressed, in the capacity therein stated and as the act and deed of said corporation.

Given under my hand and seal of office on this the 21 day of September, 2023.



Heather McKeown
NOTARY PUBLIC, STATE OF TEXAS

STATE OF TEXAS

COUNTY OF HARRIS

Before me, the undersigned authority, on this day personally appeared Brian McLaughlin, Managing Member of Marina at El Lago HOA, known to me to be the person whose name is subscribed to the foregoing instrument and acknowledged to me that he executed the same for the purposes and consideration therein expressed, in the capacity therein stated and as the act and deed of said corporation.

Given under my hand and seal of office on this the 21 day of September, 2023.



Heather McKeown
NOTARY PUBLIC, STATE OF TEXAS

STATE OF TEXAS

COUNTY OF HARRIS

Before me, the undersigned authority, on this day personally appeared Timothy Leppard, Managing Member of Marina at El Lago HOA, known to me to be the person whose name is subscribed to the foregoing instrument and acknowledged to me that he executed the same for the purposes and consideration therein expressed, in the capacity therein stated and as the act and deed of said corporation.

Given under my hand and seal of office on this the 21 day of September, 2023.



Heather McKeown
NOTARY PUBLIC, STATE OF TEXAS