

AS PER ORIGINAL

DECLARATION OF
COVENANTS AND CONDITIONS,
RULES, REGULATIONS, AND RESTRICTIONS
FOR
ESTATES LAKE

THE STATE OF TEXAS

KNOW ALL MEN BY THESE PRESENTS:

COUNTY OF FORT BEND

THAT WHEREAS, the LAKE VENICE PROPERTY OWNERS ASSOCIATION, INC. (dba VENETIAN ESTATES PROPERTY OWNERS ASSOCIATION, INC.) (hereinafter sometimes called the "Association"), a non-profit corporation organized and existing under the laws of the State of Texas, is the owner of that certain tract of land in Fort Bend County, Texas, being known as ESTATES LAKE (hereinafter called the "Lake") and being more particularly described as follows, to-wit:

All that parcel of land, containing 4.0 acres of land, more or less in Eldridge Lake, in the Brown and Belknap League, Abstract 15, Fort Bend County, Texas, and being more particularly described by metes and bounds on Exhibit A attached hereto and made a part hereof for all purposes.

WHEREAS, the Association desires to promulgate and declare covenants and conditions, rules, regulations, and restrictions governing the use of the Lake in order to provide for the proper care and maintenance of the Lake by all of the Members in Good Standing of the Association;

WHEREAS, the Association desires to provide for the continued maintenance, beauty, ownership, character, value of the Lake, and to preserve the Lake for the mutual benefit of each and every Member in Good Standing of the Association; and to insure all Members in Good Standing that the Lake will continuously be preserved for the benefit of each Member and that provision shall be made for the security of persons and of the Lake:

WHEREAS, the Members in Good Standing of the Association desire that they be assured that the property values of the community and in the subdivision, the value of the lots abutting the Lake, and that the value of the Lake be maintained and provided for;

WHEREAS, the Association desires to provide for the preservation of the value and amenities in the community and for the proper and continued maintenance of the Lake;

WHEREAS, to accomplish the objectives set forth hereinabove,

the Association desires to subject the Lake, to the covenants and conditions, rules, regulations, and restrictions hereinafter set forth, each and all of which is and are for the benefit of the said Lake and the Members in Good Standing of the Association;

NOW, THEREFORE, THE Association hereby declares that the Lake is and shall be held, transferred, sold, conveyed, use and occupied subject to the following covenants and conditions, rules, regulations and restrictions (hereinafter sometimes called the "rules and regulations") which covenants and conditions, rules, regulations and restrictions shall run with the Lake and shall be binding on all parties having or acquiring any right, title or interest, whether legal or equitable, in the Lake or any part thereof, and shall inure to the benefit of each owner thereof.

1. Use of the Lake.

Only Members in Good Standing of the Venetian Estates Property Owners Association, Inc., and their guests, subject to these Rules and Regulations, shall be allowed access to and usage of the Lake. Access to and use of the Lake shall be for recreational purposes only. No person who is not a Member in Good Standing of the Association, or a guest of a Member in Good Standing of the Association, shall be allowed use of or access to the Lake. Estates Lake is a private Lake for the use and enjoyment of only the Members in Good Standing of the Association, and all other persons shall be deemed trespassers and are hereby prohibited from access to and use of the Lake. "Members in Good Standing," as used herein, are only those members of the Association with voting privileges as defined by the By-Laws of Lake Venice Property Owners Association, Inc. (dba Venetian Estates Property Owners Association, Inc.) and shall not include the owner or ownership of any lot in Venetian Estates Subdivision of Sugar Land, Fort Bend County, Texas for which any dues, assessments or fees, including any dues, assessments and fees payable by a predecessor in title to such lot, remain unpaid in whole or in part. No member of the Association who is not a Member in Good Standing of Venetian Estates Property Owners Association shall be a "guest", as used herein. In addition to the foregoing the Board of Trustees shall have the right to suspend or terminate the right of access to and use of the Lake by any Member, and such Member's family or guests, who, in the opinion of the Board of Trustees, fails to faithfully comply with each and every of these Rules and Regulations.

2. Bulkheads

Bulkheads should be constructed and maintained in good repair in order to preserve the water line and prevent slippage of land into the Lake. The power and responsibility for the approval of plans and specifications for the constructions, alteration and repair of bulkheads shall be in the Architectural Control Committee of the Association.

3. Watercraft

No boats or other waterborne craft shall be propelled by means of internal combustion engines either inboard or outboard. No houseboats or rafts will be allowed on the Lake either temporarily or permanently. All watercraft allowed on the Lake shall be approved by the Association. Submerged watercraft will not be allowed.

4. Garbage and Refuse Disposal

Trash, garbage, and other waste shall not be disposed of in the Lake.

5. Planting Affecting the Lake

All trees, shrubs, and other vegetation shall be maintained in such a manner as to not obstruct passage on the Lake or make passage on the Lake hazardous.

6. Fishing

Members in Good Standing whose right to access and to use of the Lake have not been suspended or terminated by the Board of Trustees are permitted to fish in the Lake or from the shoreline. Troutlines are to be set no further than five (5) feet into the Lake from the resident's property line and must be parallel to that line. The use of nets and bottle fishing in the Lake is prohibited, except for the limited purpose of conducting fisheries survey reports commissioned by Venetian Estates Property Owners Association, Inc.

7. Nuisance

No noxious or offensive activity shall be permitted upon the Lake, nor shall anything be done thereon which may be or may become an annoyance to other persons using the Lake. Any action or use of the Lake, not herein specifically mentioned but which is deemed by the Board of Trustees, in its sole discretion, to be injurious to the Lake, hazardous usage of the Lake, or detrimental to the mutual benefit of the Members of the Association shall be prohibited.

8. Enforcement and Interpretation

Enforcement and interpretation of these Rules and Regulations shall be by the Board of Trustees of the Venetian Estates Property Owners Association, Inc. The Board of Trustees, at its discretion, may delegate the power to interpret and the duty to enforce these Rules and Regulations to a duly appointed committee.

9. Amendment

These Rules and Regulations may be amended or terminated at any time by a two-thirds (2/3) majority vote a quorum of the Board of Trustees of the Association.

ADDITIONAL GENERAL PROVISIONS

Term. The covenants and conditions, rules, regulations and restrictions of this declaration shall run with and bind the land, and shall inure to the benefit of and be enforceable by the Association or any Member in Good Standing thereof, as provided for herein, their respective legal representatives, heirs, successors, and assigns, for a term of twenty (20) years from the date this declaration is recorded, after which time said covenants and conditions, rules, regulations and restrictions, shall be automatically extended for successive periods of ten (10) years; provided, however, that these covenants and conditions, rules, regulations and restrictions are not terminated or amended as provided herein in Paragraph 9 above. The rules, regulations, and restrictions of this declaration may be amended or terminated at any time as provided in Paragraph 9 above by any instrument signed by the Association, and any amendment or termination must be properly recorded by an instrument in writing in Fort Bend County, Texas.

Severability. Invalidation of any one of these covenants or restrictions by judgment or court order shall in no wise affect any other provision and such other provisions shall remain in full force and effect.

Enforcement. In addition to the provisions in Paragraph 8, above, the Association, or the Board of Trustees, or any Member in Good Standing shall have the right to enforce, by any proceedings at law or in equity, all covenants and conditions, rules, regulations and restrictions now or hereafter imposed by the provisions of this declaration. Failure by the Association, the Board of Trustees, or by any Member in Good Standing to enforce any covenant and condition, rule, regulation or restriction herein contained shall in no event be deemed a waiver of the right to do so thereafter. Similarly, failure by the Association, the Board of Trustees, or by any Member in Good Standing to enforce any one or more of the covenants or restrictions herein contained shall in no event be deemed a waiver of the right to enforce any other covenant or restriction.

Aid to Interpretation and Enforcement. In interpreting and enforcing the covenants and restrictions contained herein and in order to achieve the objectives, goals and purposes of this declaration, the Association, the Board of Trustees, or any Member in Good Standing may refer to the following restrictions, which are incorporated herein by reference for all purposes, as an aid to interpretation and enforcement to-wit:

1. AMENDMENT TO RESTRICTIONS, VENETIAN ESTATES, Section 1, dated February 5, 1984, recorded in Volume 1387, Page 364, of the Deed Records of Fort Bend County, Texas.
2. AMENDMENT TO RESTRICTIONS, VENETIAN ESTATES, Section 2,

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dated February 26, 1984, recorded in Volume 1399, Page 695, of the Deed Records of Fort Bend County, Texas.

3. RESTRICTIONS, VENETIAN ESTATES, Section 3, dated September 27, 1967, recorded in Volume 492, Page 296, of the Deed Records of Fort Bend County, Texas.

4. RESTRICTIONS, VENETIAN ESTATES, Section 4, dated November 22, 1968, recorded in Volume 509, Page 296, of the Deed Records of Fort Bend County, Texas.

Grammar, the singular wherever used herein shall be construed to mean the plural when applicable, and the necessary grammatical changes required to make the provisions hereof apply either to corporations or individuals, men or women, shall in all cases be assumed as though in each case fully expressed.

IN WITNESS WHEREOF, the undersigned, being the Declarant herein, has hereunto set its hand and seal this 5th day of October, 1993.

ATTEST

LAKE VENICE PROPERTY OWNERS
ASSOCIATION, INC. (dba
VENETIAN ESTATES PROPERTY
OWNERS ASSOCIATION, INC.)

Wayne A. Chandler
Secretary Wayne A. Chandler

Yoel Alonso
President

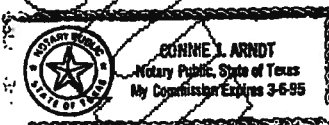
THE STATE OF TEXAS

COUNTY OF FORT BEND

This instrument was acknowledged before me on the 5th day of October A.D. 1993 by Yoel Alonso, President of the Venetian Estates Property Owners Association, Inc.

Notary Public in and for the
State of Texas

My commission expires:



A Field Note Description of 4.0 Acres of Land in Eldridge Lake, in the Brown and Belknap League, Abstract 15, City of Sugar Land, Fort Bend County, Texas.

Begin at the Northeast corner of this Tract; said corner being in the intersection of the South Line of U.S. Highway No. 59 and 90A and West line of Lombardy Drive;

THENCE, South $11^{\circ}58'$ East, 279.13 feet along West line of Lombardy, drive (100 feet wide) to the Northeast line of Lot 10, Venetian Estates, Section No. 2, Block 2;

THENCE, North $89^{\circ}13'$ West, 1010.21 feet along the North line of Lots 1 through 10, Block 2, Venetian Estates, Section No. 2, to corner;

THENCE, North $11^{\circ}58'$ West, 56.19 feet along East line of Piedmont Drive, 60 feet wide to the Northwest corner of this Tract;

THENCE, North $78^{\circ}02'$ East, 985.3 feet along the South line of U.S. Highway No. 59 and 90A (175 feet wide) to the place of beginning and containing 4.0 Acres of Land, and being a part of Venetian Estates Subdivision, Section 2.

Return to:

Jo Anne K. Sullivan

P. O. Box 247

Sugar Land, TX 77487-0247

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FILED

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Shirley Wilson
COUNTY CLERK
FORT BEND COUNTY, TEX.

STATE OF TEXAS COUNTY OF FORT BEND
I, hereby certify that this instrument was filed on the
date and time stamped herein by me and was duly
recorded in the volume and page of the Official Records
of Fort Bend County Texas as stamped on me.

APR 11 1994



Shirley Wilson
County Clerk, Fort Bend Co., Tex.

Unrecorded Document