

FIFTH AMENDMENT TO RESTRICTIONS
FOR CONROE BAY SUBDIVISION

9620426

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

WHEREAS, SMITH, HOWARD & THOMPSON, INC., a Texas corporation, caused certain property in Montgomery County, Texas to be subdivided for residential purposes, which property is more particularly described as CONROE BAY, a residential subdivision, according to the map or plat thereof recorded in Volume 11, page 60 of the Map Records of Montgomery County, Texas; and

WHEREAS, SMITH, HOWARD & THOMPSON, INC. placed certain Covenants, Conditions and Restrictions against CONROE BAY by Restrictions filed of record under County Clerk's File No. 331854 in the Deed Records of Montgomery County, Texas; and

WHEREAS, a first "AMENDMENT TO CONROE BAY RESTRICTIONS" was subsequently approved and filed of record under County Clerk's File No. 7826258 in the Deed Records of Montgomery County, Texas; and

WHEREAS, an "AMENDMENT TO CONROE BAY RESTRICTIONS" (i.e., the second amendment) was subsequently approved and filed of record under County Clerk's File No. 7922484 in the Deed Records of Montgomery County, Texas; and

WHEREAS, a third "AMENDMENT TO CONROE BAY RESTRICTIONS" was subsequently approved and filed of record under County Clerk's File No. 8004914 in the Deed Records of Montgomery County, Texas; and

WHEREAS, the "CONROE BAY DEED RESTRICTIONS August 18, 1994" (the fourth amended Restrictions) replacing all prior Restrictions was subsequently approved and filed of record under County Clerk's File No. 9455519 in the Deed Records of Montgomery County, Texas; and

WHEREAS, the referenced fourth amended Restrictions provide, in pertinent part, that an amendment may be accomplished as follows:

 ". . . by duly recorded instrument signed by a majority of not less than 51%
 of all owners"

; and

WHEREAS, a majority of more than fifty-one percent (51%) of the owners of Lots in the CONROE BAY SUBDIVISION have signed an instrument agreeing to either change or add to the following provisions of the Restrictions:

- 1) Section II, Item G;
- 2) Section IV, Item D;
- 3) Section VII, Item E;
- 4) Section VII, Item F; and
- 5) Section VII, Item G.

The approved changes or additions to the Restrictions are attached hereto as Exhibit "A" and are incorporated herein by reference as if set forth verbatim.

NOW, THEREFORE, the Amendments (changes and/or additions) reflected herein shall be effective upon the filing of this document in the Deed Records of Montgomery County, Texas. The CONROE BAY CIVIC ASSOCIATION is a signator hereto for the purpose of certifying that this Fifth Amendment was adopted by favorable vote in writing of at least fifty-one percent (51%) of the owners of Lots within CONROE BAY subdivision, a residential addition in Montgomery County, Texas per the Map or Plat thereof recorded in Volume 11, Page 60 of the Map Records of Montgomery County, Texas.

SIGNED this 3 day of April, 1996.

CONROE BAY CIVIC ASSOCIATION
(a Texas Non-Profit Corporation)

By: Daniel A. Lynam
Daniel A. Lynam, President

ATTEST:

Dorothy Dalton Treasurer
, Secretary

RECORDING MEMORANDUM:
At the time of recording, this instrument was found to be inadequate for the best photographic reproduction because of illegibility, carbon or photo copy, discolored paper, etc. All black-outs, additions and changes were present at the time the instrument was filed and recorded.

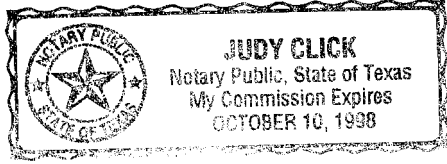
STATE OF TEXAS §
 Montgomery §
COUNTY OF ~~HARRIS~~ §

BEFORE ME, the undersigned authority, on this day personally appeared Daniel A. Lynam, President of Conroe Bay Civic Association, a Texas Non-Profit corporation, known to me to be the person whose name is subscribed to the foregoing instrument and acknowledged to me that he executed the same

146-00-2129

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 3rd day of April, 1996.



Judy Click

Notary Public in and for
the State of Texas

DEED RESTRICTION AMENDMENTS**CHANGE EXISTING RESTRICTION - SECTION II, ITEM G****CHANGES UNDERLINED**

G. No travel trailers, utility trailers, campers, motor homes or inoperative vehicles of any kind are to be permanently or semi-permanently stored in the public street right of way or in driveways, nor be used as a residence. Any such storage must be behind the front line of the house. The term "semi-permanent" is defined here as a period of time not to exceed 72 hours; provided however, that travel trailers, campers and motor homes, of guests, will be permitted to park on an owners lot, including the driveway, and used as a temporary residence, for a period not to exceed 7 days. After 7 days they must be removed from the property and not returned for a period of at least fourteen consecutive days. All unauthorized vehicles will be towed at the owners expense.

GRANTING OF VARIANCES - ADD TO SECTION IV - ITEM D

The board of directors may authorize variances from compliance with any of the provisions of the architectural related Deed Restrictions or minimum acceptable construction standards and requirements. Such variances must be evidenced in writing and shall become effective only when signed as approved by at least a majority of the members of the board of directors.

ARTICLE XI OF BY-LAWS RESTATE IN DEED RESTRICTIONS**ADD TO SECTION VII - ITEM E**

Each member is obligated to pay to the Association annual and special assessments which are secured by a continuing lien upon the property against which the assessment is made. Any assessments which are not paid when due shall be delinquent. If the assessment is not paid within thirty (30) days after the due date, the assessment shall bear interest from the date of delinquency, at the rate of ten percent (10%) per annum on the unpaid balance, and the Association may bring an action at law against the owner personally obligated to pay the same or foreclose the lien against the property and interest, costs and reasonable attorney's fees of any such action shall be added to the amount of such assessment. No owner may waive or otherwise escape liability for the assessments provided for herein by non-use of the Common Area or abandonment of his lot.

INTEREST AND LATE FEES - ADD TO SECTION VII - ITEM F

The Conroe Bay Civic Association may impose interest, late charges, and if applicable, returned check charges for late payments of regular assessments or special assessments. These fees are subject to change only by approval of the board of directors.

LEGAL FEE (S) CHARGE BACK - ADD TO SECTION VII - ITEM G

The Conroe Bay Civic Association may collect reimbursement of actual attorneys fees and other reasonable costs incurred by the association relating to violations of the subdivision's restrictions and / or the association's by-laws and rules. These costs may be charged to an owners assessment account and collected in any manner provided in the Deed Restrictions for the collection of assessments.