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**THIRD AMENDMENT TO AMENDED AND RESTATED DECLARATION
OF COVENANTS, CONDITIONS, ASSESSMENTS, CHARGES,
SERVITUDES, LIENS, RESERVATIONS AND EASEMENTS**

This THIRD AMENDMENT TO AMENDED AND RESTATED DECLARATION OF COVENANTS, CONDITIONS, ASSESSMENTS, CHARGES, SERVITUDES, LIENS, RESERVATIONS AND EASEMENTS (this "Third Amendment") is made and effective as of the 16th day of May, 1997 for the purpose of amending the AMENDED AND RESTATED DECLARATION OF COVENANTS, CONDITIONS, ASSESSMENTS, CHARGES, SERVITUDES, LIENS, RESERVATIONS AND EASEMENTS filed of record on November 14, 1988 in the Public Records of Real Property of Montgomery County, Texas, under County Clerk's File No. 8857728 and subsequently amended by instruments recorded under Montgomery County Clerk's File Nos. 9333449, 9101144 and 9639645 (as amended, the "Amended Declaration"). Capitalized terms as used herein shall have the same meanings as those same terms used in the Amended Declaration.

RECITALS

As provided by Article XIII, Sections 13.02, 13.03 and 13.04 of the Amended Declaration, the undersigned, being the owner of at least 51% of the votes authorized to be cast by the Voting Owners, and the Board desire to modify Articles X, XII and XVII of the Amended Declaration.

AMENDMENT

1. The following is added after the first paragraph in Article X, Section 10.02 of the Amended Declaration:

In addition to the foregoing, the following must be approved in writing by the ACC prior to their installation or erection in accordance with the procedure set out in this Article X:

- (1) The location of all windows and the type of proposed window treatments and exposed window coverings.
- (2) The probable view from second story windows and balconies and decks.
- (3) Obstructions of sunlight onto adjacent Property.
- (4) Roof tops solar collectors.
- (5) Flagpoles, flags, pennants, ribbons, streamers, windsocks and weather vanes.
- (6) Fire and burglar alarms which emit lights or sounds.

- (7) Playground and recreational equipment, including but not limited to playhouses, forts, lawn furniture, docks and piers, placed anywhere on the exterior of the dwelling located on the Lot.
- (8) Exterior lights.
- (9) Ornamental statuary, sculpture and/or yard art visible from any street or common area excluding those which may be a part of an otherwise approved landscape plan.
- (10) Location of the residential dwelling on the Lot.
- (11) Barbecue pits or similar equipment used for outdoor cooking.

2. Article X, Section 10.24 of the Amended Declaration is amended to read as follows:

10.24 Enforcement. The Association or ACC shall have the right, through the agents or employees of either, to enter upon Lots during regular business hours and to take such steps as are necessary to extinguish the violation. Neither the Association or the ACC, their agents or employees, shall be deemed to have committed a trespass by reason of such entry and remedial action. In addition, the Association and the ACC specifically reserve all enforcement rights and remedies available under the law.

3. The following is added to Article XII, as Sections 12.01(aa), (bb) and (cc) of the Amended Declaration:

(aa) Satellite Dishes and Antenna.

1. No antenna or satellite dish which exceeds one meter (39 inches) in diameter is permitted on any Lot, unless approved in writing by the ACC.
2. Each Lot shall be permitted to have no more than one antenna or satellite dish and any related mast, as applicable, for each category of the following categories of video programming providers, to-wit: direct broadcast satellites, multi-channel multi-point distribution (wireless cable) providers, and television broadcast stations.
3. On or before installing any such antenna, satellite dish, and any related mast, the Association must receive at its then current address from the Owner of the applicable Lot, written notification of such installation, indicating the type and color of antenna, satellite dish, and any related mast to be installed, and the method, manner, and site of installation. The site must be shown on a plot plan.

4. In addition to the foregoing requirements, no such antenna, satellite dish, or any related mast shall be erected, constructed, placed, or permitted to remain on any Lot unless such installation strictly complies with the following minimum conditions:
- (i) The antenna, satellite dish and any mast must be located to the rear one-half (1/2) of the Lot and must serve only improvements on the particular Lot in which it is located.
 - (ii) No antenna, satellite dish and any mast, including its base and anchoring structure, shall extend above the roofline of the house located on the Lot or be visible from any street, unless approved by the architectural committee.
 - (iii) To the extent feasible, no antenna, satellite dish or mast shall be constructed or placed or permitted to remain on any utility easement or other easement or right-of-way located on any Lot.
 - (iv) The antenna, satellite dish and any mast must be securely mounted to a base, so as to be able to withstand the effects of high winds or other extraordinary weather conditions; however, no guy wires or similar mounting apparatus will be allowed.
 - (v) No advertising slogans, logos, banners, signs or any other printing or illustration whatsoever shall be permitted upon or be attached to the antenna, satellite dish or mast.
 - (vi) No satellite dish or antenna shall ever be used for the transmission of any signal whatsoever and said antenna or satellite dish shall be for the purpose of receiving only normal signals through airwaves for television viewing purposes only.
 - (vii) No antenna or satellite dish shall be permitted to cause any distortion or interference whatsoever with respect to any other electronic device in the subdivision.
 - (viii) The antenna, satellite dish and any mast shall be one solid color only, either white or black or shades of either brown, gray or tan.
- (bb) Prohibited Items. The following are not allowed on the Lots within the Property:
- (1) Clotheslines, reels, hanging circles and other exterior clothes drying devices.

- (2) Above ground swimming pools.
- (3) Window unit air conditioners.
- (4) Storage of more than ten (10) gallons of fuel other than fuel stored in gas tanks of motor vehicles.
- (5) Unregistered, inoperable, or unlicensed motor vehicles, including all terrain vehicles.
- (6) Exterior storage sheds.
- (7) Wood piles.
- (8) Dog Houses and Dog Runs.

(cc) Parking and Prohibited Vehicles. No motor vehicles shall be parked or stored on any part of any Lot, easement, right of way, or any other area unless such vehicle is concealed from public view inside a garage or other approved enclosure, except passenger automobiles, passenger vans, or pickup trucks which are in operable condition; have current license plates and a current inspection sticker; are in daily use as motor vehicles on the streets and highways of the State of Texas; and do not exceed six (6) feet, six (6) inches in height, seven (7) feet, seven (7) inches in width and twenty one (21) feet in length, may be parked in the driveway on such Lot. No non-motorized vehicles, trailers, boats, marine crafts, hover crafts, aircrafts, machinery or equipment of any kind may be parked or stored on any part of any Lot, easement, right of way, or any other area unless concealed from public view inside a garage or other approved enclosure. The term "approved enclosure" shall mean an enclosure that has been approved in writing by the architectural committee. No repair work, dismantling or assembling of motor vehicles or other machinery or equipment shall be done or permitted on any street, driveway, or any portion of the Property. This Section shall not apply to any vehicle, machinery, or maintenance temporarily parked and in use for the construction, repair or maintenance of the Property's facilities or of a house or of any other structure on any Lot. Owners or occupants of Lots may seek a temporary variance from this restriction for their guests; however, any such request for a variance must receive the prior approval of the architectural committee. The Board of Directors of the Association may adopt rules and regulations regulating parking on the streets in the Property.

4. The following is added to Article XVII of the Declaration after the first sentence in Section 17.09:

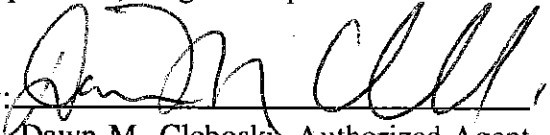
In the event any action to enforce the Covenants is initiated against an Owner or occupant of a Lot by the Association or other Owner, the Association or other

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Owner, as the case may be, shall be entitled to recover reasonable attorneys' fees from the Owner or occupant of a Lot who violated the Covenants.

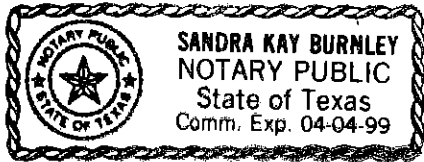
DEL LAGO PARTNERS L.P.,
a Texas limited partnership

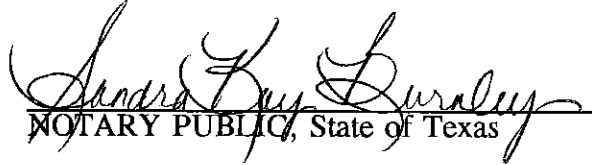
By: Del Lago Partners Inc., a Texas corporation, its general partner

By: 
Dawn M. Cleboski, Authorized Agent

STATE OF TEXAS §
 §
COUNTY OF MONTGOMERY §

This instrument was sworn to and subscribed before me on the 16th day of May, 1997, by Dawn M. Cleboski, Authorized Agent of Del Lago Partners Inc., a Texas corporation, general partner of Del Lago Partners L.P., a Texas limited partnership, on behalf of said corporation and partnership.

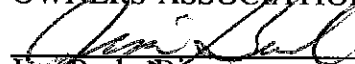


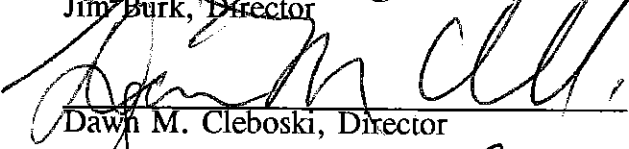

NOTARY PUBLIC, State of Texas

APPROVAL BY BOARD OF DIRECTORS

The Third Amendment to the Amended Declaration as referenced above is hereby approved by the Board of Directors of the Association. The requisite percentage of owners have voted to make this Third Amendment to the Amended Declaration pursuant to the procedures set forth in Article XIII, Sections 13.02, 13.03 and 13.04 of the Amended Declaration.

BOARD OF DIRECTORS OF DEL LAGO OWNERS ASSOCIATION

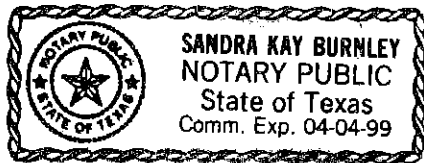

Jim Burk, Director

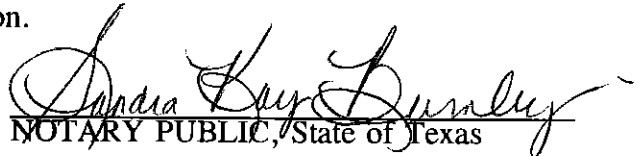

Dawn M. Cleboski, Director


Patti Culwell, Director

STATE OF TEXAS §
 §
COUNTY OF MONTGOMERY §

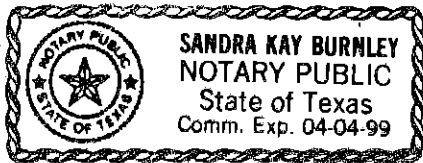
This instrument was sworn to and subscribed before me on the 19th day of May, 1997, by Jim Burk, as a Director of Del Lago Owners Association, a Texas non-profit corporation, on behalf of said corporation.

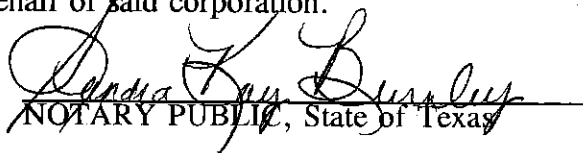



NOTARY PUBLIC, State of Texas

STATE OF TEXAS §
 §
COUNTY OF MONTGOMERY §

This instrument was sworn to and subscribed before me on the 16th day of May, 1997, by Dawn M. Cleboski, as a Director of Del Lago Owners Association, a Texas non-profit corporation, on behalf of said corporation.




NOTARY PUBLIC, State of Texas

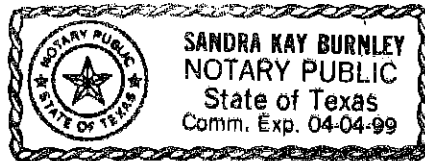
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STATE OF TEXAS §
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COUNTY OF MONTGOMERY §

This instrument was sworn to and subscribed before me on the 16th day of May, 1997, by Patti Culwell, as a Director of Del Lago Owners Association, a Texas non-profit corporation, on behalf of said corporation

Sandra Kay Burnley
NOTARY PUBLIC, State of Texas

AFTER RECORDING RETURN TO:
~~Howard M. Bookstaff~~
~~Hoover, Bax & Slovacek, L.L.P.~~
~~5847 San Felipe, Suite 2200~~
~~Houston, TX 77057~~
~~File No. 10-3948-01~~



Del Lago Owners Assn.
P.O. Box 478
Montgomery, Tx 77356

STATE OF TEXAS
COUNTY OF MONTGOMERY
I hereby certify that this instrument was filed in
File Number Sequence on the date and at the time
stamped herein by me and was duly RECORDED in
the official Public Records of Real Property of
Montgomery County, Texas.

MAY 28 1997

FILED FOR RECORD
97 MAY 28 PM 1:08
MARK TURNBULL, CO. CLERK
MONTGOMERY COUNTY, TEXAS
[Signature] DEPUTY



Mark Turnbull
COUNTY CLERK
MONTGOMERY COUNTY, TEXAS