

E699423

RESTRICTIVE COVENANT AGREEMENT

136-19-1969

THE STATE OF TEXAS §
COUNTY OF HARRIS §

KNOW ALL MEN BY THESE PRESENTS:

THIS AGREEMENT is made and entered into among certain of the Owners of property in VASSAR PLACE, a subdivision in Harris County, Texas. The names of said Owners being stated on Exhibit "A", on the terms and conditions hereinafter stated.

W I T N E S S E T H:

WHEREAS, the undersigned are the respective Owners of certain lots in VASSAR PLACE, a subdivision in Harris County, Texas, a map or plat of said subdivision being recorded in Volume 13, Page 36 of the map records of Harris County, Texas; and

WHEREAS, certain deed restrictions imposed by the developer, Ben Taub, of VASSAR PLACE have lapsed and expired; and

WHEREAS, the undersigned persons desire to specify the appropriate residential purpose to which land in the subdivision may be put for their own purposes, to carry out the general residential restrictions applying to land within the subdivision and to restrict the use of lots so as to preserve VASSAR PLACE to the maximum extent possible as a family residential area by restricting VASSAR PLACE primarily to single family residences in accordance with the common plan and scheme which has appertained in said subdivision for over thirty five years; and

NOW THEREFORE, for and in consideration of the mutual promises, covenants and agreements of the undersigned Owners, each to the others as covenantors, and covenantees, and expressly for the benefit of, and to bind, their successors in interest, the undersigned Owners agree that the property shall be held, sold and conveyed subject to the foregoing and following easements, restrictions, covenants, conditions, declarations, and purposes, which are for the purpose of carrying out and preserving the general restrictions and the specific

136-19-1970

residential restrictions presently and previously applicable to the property and of protecting the value and desirability of the property, and which shall run with the land, shall be a benefit and burden to and shall be binding on the Owners and all parties having any right, title, or interest in or to the property, or any part thereof, and their grantees, successors, heirs, executors, administrators, devisees and assigns and which easements, restrictions, covenants, conditions, declarations and purposes shall inure to the benefit of each Owner.

ARTICLE I

DEFINITIONS

1.01 "Owner" shall mean and refer to the record Owner, whether one or more persons or entities, of the fee simple title to any portion of the Property, including buyers under a contract for sale or contract for deed, but excluding those having such interest merely as security for the performance of an obligation.

1.02 "Property" shall mean and refer to that certain real property located in VASSAR PLACE described on Exhibit "A", except tracts owned by any person listed on Exhibit "A", who fails to execute this Agreement, and such other real property in VASSAR PLACE as may hereafter be made subject to the provisions of this Agreement.

1.03 "Family" shall mean and refer to two people who are married to each other or the survivor of them, their children, and other relatives of either of them.

1.04 "Single family residence" shall mean and refer to a detached residence designed, constructed and used as a single housekeeping unit.

1.05 "Ownership Group" shall mean and refer to a combination of an owner, members of said owner's family, and corporations, associations, estates, trusts, partnerships, firms or other entities in which said owner or members of said owner's family have an interest.

136-19-1971

ARTICLE II

USE RESTRICTIONS

2.01 All lots, and any improvements thereon, shall be used for residential purposes only. No business house, townhouse, rehabilitation centers, retail store, hospital, place of amusement or entertainment, factory, warehouse, apartment house, hotel, rooming house, duplex, commercial establishment, or place of business of any kind shall ever be kept, maintained, built or constructed on the property nor shall the property or any of the improvements thereon ever be used for such prohibited purposes; with the exception of any and all business operations presently being carried on in Block One (1) and Block Two (2) of VASSAR PLACE; however, the allowing of this exception shall terminate whether present owners-operators cease to reside in VASSAR PLACE or cease such business activity such right may not be transferred to others.

2.02 The property may be used for detached single-family dwellings. Only One (1) single-family dwelling will be allowed to occupy One (1) lot. Single-family residences shall not exceed 2 1/2 stories in height and may be accompanied by a private garage for not more than Three (3) cars, a guest house, servant's quarters and other outbuildings incidental to the residential use of the tract. A single-family residence and the outbuildings, if any, described in the preceding sentence shall be herein collectively referred to as a "Single-family dwelling" or "Single-family dwelling unit". A single-family residence may be occupied by not more than one family or three unrelated individuals; provided that nothing in this Agreement shall prevent the occupancy of any part of a single-family dwelling unit by any domestic servant, gardener, housekeeper, governess, nurse, cook, caretaker or chauffeur employed by the owner thereof, provided that the owner of such single-family dwelling unit also resides there.

ARTICLE III

RENTING

No single-family residence or outbuilding forming a part of a single-family dwelling unit shall be divided into apartments,

flats, duplexes, rental rooms or any other form of separate house-keeping units, whether formally or informally, and no such separate units shall be rented. Subject to the provisions contained in this Article, single-family dwelling units may be rented provided that they are rented to not more than one family or three individuals. No outbuilding shall be rented with the exceptions of the premises located at Block One (1), Lot Twenty Five (25) and Block Two (2) Lot Nineteen (19) having separate structures, both of which are presently being rented. Such rented structures shall likewise be used exclusively for single family residence purposes.

ARTICLE IV

REGULATIONS

4.01 No noxious or offensive activity shall be carried on upon any lot nor shall anything be done thereon which may be or may become an annoyance or nuisance to the neighborhood.

4.02 No structure of a temporary character, trailer, mobile home, basement, tent, shack, garage or other outbuilding, other than servants' quarters or a guest house, shall be used on any tract at any time as a residence, either temporarily or permanently.

4.03 The keeping on any lot of a mobile home or travel trailer, either with or without wheels, or of a motor vehicle that is on blocks or that has no inflated tires is prohibited.

4.04 No signs of any character shall be allowed on any tract except one sign of not more than 5 square feet advertising the property for sale or rent.

4.05 No oil well drilling, or development operations, oil refining, quarrying or mining operations of any kind shall be permitted on a lot, nor shall oil wells, tanks, tunnels, mineral excavations or shafts be permitted on any tract. No derrick or other structure designed for use in boring for oil, natural gas, or other minerals shall be erected, maintained, or permitted on any tract.

4.06 No lot shall be used or maintained as a dumping ground for rubbish or trash, and no garbage shall be kept except in sanitary containers. All incinerators or other equipment for

the storage and disposal of such material shall be kept in a clean and sanitary condition.

4.07 No professional, business or commercial activity to which the general public is invited shall be conducted on any lot, even if such use is subordinate to the use of the lot as a residence, except as previously noted in Article II.

4.08 No fence or hedge or other structure shall be erected or be permitted to remain closer to the street than the front building line of said subdivision unless the owner of the property wishing to build a wall, or other structure or grow a hedge obtains in writing from 75% of the owners bound by this agreement permission to do same. This section shall not be interpreted so as to restrict the customary growing of foilage near and around the property. The building line of each lot shall be defined as that section of each house closest to the street as of the date of signing of this instrument. Hedges, fences, walls or other structures presently existing and not in conformity with this provision on the date of signing of this instrument shall be allowed to exist.

4.09 No vehicle shall be allowed to be parked in the front yard of any house or lot and no paving or other hard surface shall cover the ground between the building line and the street of any lot except for standard size walks and driveways. This provision is not interpreted to prohibit the widening of existing driveways but to prevent the construction of circular driveways in front of the building line or the paving of front yards as parking areas.

4.10 No animal or fowl of any kind may be kept on any part of any lot in said Block One (1) and Two (2) of VASSAR PLACE except for dogs, cats and caged birds. Those property owners keeping dogs and cats shall keep no more than three dogs upon the premises except for female dogs who have had puppies which may be kept during the weaning period. No kennels of any kind may be kept on the property.

ARTICLE V

EXISTING USES

Violations of this Agreement existing on the date this Agreement is recorded are not waived or in any manner consented to, and such non-waived violations and all violations of this Agreement occurring after the date this Agreement is recorded shall be considered violations for purposes of Article VII hereof and shall be subject to the provisions of such Article VII.

ARTICLE VI

ASSOCIATION

6.01 Each owner of a single-family dwelling unit located on the Property who signs a counterpart of this Agreement and each Owner of an original lot of the Property on which there is not located a single-family dwelling unit (an "unimproved original lot") who signs a counterpart of this Agreement shall automatically become a member of the VASSAR PLACE CIVIC CLUB, a non profit association. Membership shall be appurtenant to and may not be separated from ownership of either a single-family dwelling unit located on the Property or an unimproved original tract of the Property. The members, their families, guests, tenants, invitees, licensees, agents and employees, shall have the rights, duties and obligations stated in Articles and By-Laws of the CIVIC CLUB and shall comply with such Articles and By-Laws. The original Articles and By-Laws must be approved by a 100% vote of the original signers of this document.

6.02 There shall be one vote to be exercised, on all matters required to be brought before the members of the CIVIC CLUB for a vote, for each single-family dwelling unit located on the Property and for each unimproved original tract of the Property. If more than one person or entity holds an interest in any such single-family dwelling unit or unimproved original lot, the one vote shall be exercised as those holding an interest shall among themselves determine.

6.03 The CIVIC CLUB shall be entitled to levy assessments against its members for the costs of taking action pursuant to Article VII hereof, for maintenance of the esplanades within

136-19-1975

VASSAR PLACE and for such other purposes as may be stated in the Articles or By-Laws of the CIVIC CLUB. However, no such assessment shall be levied unless it is approved by 75% of the outstanding votes in the CIVIC CLUB.

ARTICLE VII

ENFORCEMENT

The CIVIC CLUB, or any Owner, shall have the right to enforce, by any proceeding at law or in equity, all the easements, covenants, conditions, restrictions, declarations, and purposes now or hereafter imposed by the provisions of this Agreement or any amendments hereto. Failure by the CIVIC CLUB or by any Owner to enforce any easement, condition, covenant, restriction, declaration or purpose herein contained shall in no event be deemed a waiver of the right to do so thereafter.

ARTICLE VIII

SEVERABILITY

Invalidation of any provision of this Agreement by judgment, court order, or otherwise shall in no way affect any other provision, and all other provisions shall remain in full force and effect. The violation of any provision of this Agreement shall not operate to invalidate any mortgage, deed of trust, or other lien acquired and held in good faith against any of the property and such lien may be enforced against any and all property covered thereby, subject nevertheless to the provisions of this Agreement.

ARTICLE IX

DURATION, AMENDMENT AND ANNEXATION

9.01 The easements, covenants, conditions, restrictions, declarations and purposes of this Agreement shall run with and bind the land, and shall inure to the benefit of, and be enforceable by, the parties to this Agreement and their respective legal representatives, heirs, successors and assigns, as hereinbefore more specifically stated, and, unless amended as provided herein, shall be effective for a term of 10 years from the date this Agreement is

recorded; after which time said easements, covenants, conditions, restrictions, declarations and purposes shall be automatically extended for successive period of ten years unless, during the six month period immediately preceeding the end of the original 10 year period or the end of any ten year extension period, said easements, covenants, conditions, restrictions, declarations and purposes are revoked or amended by an instrument executed by the President and Secretary of the CIVIC CLUB and approved by 75% of the outstanding votes in the CIVIC CLUB. The easements, conditions, covenants, restrictions, declarations and purposes contained herein may be amended at any time by an instrument executed by the President and Secretary of the CIVIC CLUB and approved by 75% of the outstanding votes in the CIVIC CLUB. No amendment or revocation shall be effective until recorded in the office of the County Clerk of Harris County, Texas. If the CIVIC CLUB has for any reason ceased to exist at any point when amendment or revocation is sought pursuant to the provisions of this Article, identification of those holding votes in the CIVIC CLUB and determination of the number of votes held and outstanding shall be made as if such CIVIC CLUB still existed and functioned and the revoking or amending instrument shall be executed by all those voting in favor of the revoking or amending instrument.

9.02 If after this Agreement is executed and recorded any other person or entity owning property in VASSAR PLACE who did not execute this Agreement desires to do so and to make his property located in VASSAR PLACE subject to the provisions of this Agreement, said Owner shall be entitled to do so by executing an instrument which describes the property of the Owner located in VASSAR PLACE and states that the Owner desires to make said property subject to the terms and provisions of this Agreement. When such instrument has been executed and recorded in the Office of the County Clerk of Harris County, Texas, the property described in such instrument shall be subject to all the provisions of this Restrictive Covenant

Agreement, and the Owner of such property shall automatically become a member of the CIVIC CLUB on the terms herein specified, and shall become subject to all the terms and provisions of this Restrictive Covenant Agreement.

IN WITNESS WHEREOF, this Restrictive Covenant Agreement has been executed by the Owners whose signatures appear on the counterpart signature pages hereto on the date specified by the name of each such Owner. The signature pages consist of multiple counterparts and have been cumulated, consecutively numbered and attached to the original ribbon copy of this Restrictive Covenant Agreement. This Restrictive Covenant Agreement shall be binding upon each of those Owners signing any counterpart signature page. The failure of any person listed on Exhibit "A" to execute a counterpart signature page of this Agreement shall not invalidate this Agreement as to the Owners who executed it, the listing of names on Exhibit "A" being for convenience only.

EXECUTED this the 7th day of March, 1976.

2007 DEED RESTRICTION AMENDMENTS

20070736209
12/17/2007 RP3 \$119.75

The Restrictive Covenant Agreement, executed March 7, 1976, continues in effect without modification except for these amendments.

1. These restrictions and amendments shall apply to adjacent multiple lots under one ownership as though the lots are a single lot.
2. Inhabitable space above parking space, when the combination constitutes the front of the house, is prohibited.
3. No new construction, on the driveway-side, is allowed to be closer than 10 feet to any wall of the house on the adjacent lot, except for driveway pavement, fences, and gates as well as landscaping elements.
4. A carport shall not be in front of the house or closer to the front of the house than half the depth of the house.
5. No vehicle or trailer shall be parked off the driveway in front of or on the side of any house for more than six hours.
6. Garages or carports are not required, but off street accommodations for parking are required when not in conflict with other provisions of these restrictions and amendments.
7. Excluding the four houses on the corners of Vassar Place, maximum paved driveway width shall be limited to 13.67 feet extending from the street to half the depth of the house.
8. All driveway locations, existing at the time these amendments are recorded with the county clerk, shall be maintained.
9. If driveway gates are not a see-through type, the gates shall not be closer to the front of the house than half the depth of the house.
10. Maximum height of the highest point of the roof of any house, not existing at the time of recording of these restrictions with the county clerk or a modification to an existing house, shall be limited to 36 feet above the ground level adjacent to the house.
11. The principal roof shall not be a flat or low-slope type of three inches or less per horizontal foot.
12. A sloped roof behind level parapets giving the appearance of a flat or low-slope roof is prohibited.
13. A minimum of 50% of the exterior wall finish material of the house – excluding a carport – shall be brick, concrete masonry units, stone or stucco, including synthetic stucco.
14. Concrete masonry units shall not be the standard-face type.
15. Exterior color of the house shall be easily defined as subdued.
16. Principal roots of the street trees shall not be altered to accommodate sidewalks or driveways.
17. Replaced street trees shall be Live Oaks of the sub species predominant in Vassar Place.
18. Fountains within the front setback are prohibited.
19. Permanent, in-the-ground flagpoles are prohibited
20. No retaining wall or curb, in front of the house, shall be higher than the existing ground level being retained.
21. A standing Architectural Committee is hereby established for the following purposes: a) to be available for consultation regarding compliance with restrictions for proposed new construction, b) for review of new materials that an owner may want to use, c) to ensure plans for new construction conform to the restrictions, and d) to consider other architecturally related matters that cannot be anticipated currently.
22. One copy of plans for new construction, affecting the exterior and requiring a building permit, shall be submitted to the Architectural Committee for review before application for a building permit. Plans do not have to be complete, but must be drawn to scale and must show the final design and final exterior materials. Upon completion of the review, a letter to the owner will be issued by the committee stating either approval or the requirement to resubmit after addressing issues stated in the letter. If a member of the committee is submitting for his/her personal construction, that member will recuse himself /herself for that project and will be replaced by a temporary substitute member.
23. Sub-article 4.02 of the existing Regulations is hereby modified to include the prohibition of prefabricated homes
24. Sub-article 4.04 of the existing Regulations is hereby replaced with the following: Except for those of a security company, any yard sign shall be a) temporary, b) limited in number to two, and c) limited in size to approximately 18 x 24 inches.

RP 052-64-0658

2.
Amend.
7.75
W

122

HP 052-64-0659

- 25. Sub-article 4.08 of the existing Regulations is hereby modified to include a stipulation of the following measurements for the purpose of further defining the location of the "building line" – without changing the intent – of the sub-article:

SETBACKS *	ADDRESSES	CONDITIONS
15 - 6	1421	
16 - 0	1527, 1523, 1424	
17 - 0	1519	
18 - 0	1417	
19 - 0	1515, 1511	
20 - 0	1507	
20 - 6	1428	Measured at east post
21 - 0	1503, 1413, 1405	
22 - 0	1429	
23 - 0	1409, 1402, 1330	
24 - 0	1326, 1425	
25 - 0	1416, 1322, 1316	
26 - 0	1420, 1436, 1406	
26 - 6	1312	
27 - 0	1502, 1401, 1320	
28 - 0	1508, 1327, 1336	
29 - 0	1512	
30 - 0	1432, 1335, 1331	
31 - 0	1300	Measured at front door
32 - 0	1518	
32 - 6	1524	
33 - 0	1528, 1516, 1317	
34 - 0	1323, 1308	
37 - 0	1321	
42 - 0	1313, 1309	1309 Measured at front door
56 - 0	1304	Measured at driveway

* Feet – inches

The benchmark for all measurements is the house side of the sidewalk edge or its equivalent where the sidewalk has been removed. Setbacks are rounded to the nearest foot, except for 6-inch dimensions.

8
By-law

BY-LAWS

VASSAR PLACE CIVIC CLUB

**ARTICLE I
NAME**

The VASSAR PLACE CIVIC CLUB is hereby created by interested owners of real property in VASSAR PLACE, a subdivision of the City of Houston, Harris County, Texas, as shown by the map or plat of said subdivision recorded in Volume 13, Page 36, of the Map Records of said county, The VASSAR PLACE CIVIC CLUB shall be a non-profit unincorporated association organized in the State of Texas.

**ARTICLE II
PURPOSE**

The purpose of this Club shall be to encourage civic pride among the residents of VASSAR PLACE to establish a general, uniform plan and scheme of restrictions for the continued improvement of property in VASSAR PLACE and the sustaining of property value in the community to establish an effective manner for enforcing such restrictions; to obtain needed improvements and benefits for the community and to foster civic and social enterprises and activities beneficial to the community.

**ARTICLE III
MEMBERSHIP**

Section 1. Membership entitled to vote in the VASSAR PLACE CIVIC CLUB shall be on a voluntary basis and shall be limited to property owners and their families within VASSAR PLACE ADDITION, Houston, Harris County, Texas, as defined by duly recorded instruments in the Harris County Courthouse.

Section 2. Residents eligible for membership will become voting members in good standing, as defined in Article IV, upon payment of the annual dues assessment to the Treasurer.

Section 3. Membership information, including names, addresses, telephone numbers, and email addresses collected by the Club shall only be used for official Club business. No membership information described above shall be distributed to any business, organization or individual not a resident of VASSAR PLACE.

**ARTICLE IV
VOTING**

Section 1. In order to be a voting member in good standing, the member must have paid and be current on payment of the annual dues assessment for at least the prior year and the present year if the member has been a VPCC resident for at least two years. If the

RP 002-39-1015

member has been a resident for only the present year, the payment of the dues assessment must be current for the present year.

Section 2. There shall be one vote to be exercised, on all matters required to be brought before the members of the VASSAR PLACE CIVIC CLUB for a vote, for each single family dwelling and for each unimproved original tract. If more than one person or entity holds an interest in any such single family dwelling or unimproved original tract, the one vote shall be exercised as those holding an interest shall among themselves determine.

Section 3. Voting may be done in person, absentee, by proxy or power of attorney.

Section 4. Absentee voting by members in good standing shall be permitted. Absentee votes shall be cast by delivery of a written ballot to the President or Secretary prior to the meeting at which such vote will be taken.

Section 5. Voting may be by written ballot or roll call voting at Annual and Special Meetings. When written ballots are used they shall include a time period in which the ballots have to be received by the Executive Committee in order to be counted. Written ballots can be distributed and returned by email, hand delivery or U.S. Mail in order to be counted, returned ballots shall be signed by hand and dated.

ARTICLE V PROXIES AND POWERS OF ATTORNEY

Section 1. Any vote at a meeting of the membership of the Club may be cast by proxy, provided that no proxy shall be valid unless it shall be in the form of Exhibit A attached hereto and shall state the specific proposal or proposals for which it has been given.

Section 2. Each proxy must be registered with the Secretary or President no later than 15 minutes prior to the time the meeting is to begin in order that the Secretary and President may determine in an orderly manner that the requirements of this Article have been met. Unless waived by the Secretary and President, a proxy which is not timely registered shall not be counted.

Section 3. A proxy may be used to establish a quorum for the limited purpose of the voting on the proposal or proposals set forth in notice of a meeting, but may not be used to establish a quorum for the purpose of transacting any other business.

Section 4. Any vote at a meeting of the membership may be cast by a representative of a member in good standing who holds a general power of attorney or specific power of attorney relating to participation in the VASSAR PLACE CIVIC CLUB. Said power of attorney must be presented to the President and Secretary within a reasonable time of the date of execution and the date of expiration shall be noted by the secretary. If no date of expiration is contained in any power of attorney, it shall be deemed valid until the member notifies the President and Secretary in writing that said power of attorney is no longer valid.

PP 002-33-1016

A power of attorney may be used to establish a quorum for the purpose of transacting any business of the VASSAR PLACE CIVIC CLUB.

ARTICLE VI OFFICERS

Section 1. The officers of the Club shall be the following: President; Secretary; and Treasurer.

Section 2. Election of officers shall be held at the annual meeting in April of each year. Elected officers shall take office on June 1st following such annual meeting and shall serve for a term of one (1) year or until their successors are elected and qualified.

Section 3. Nominations for each office may be received from the floor prior to the close of nominations for that office. .

Section 4. Vacancies in the offices of Secretary and Treasurer shall be filled by election by the Executive Committee to fill the unexpired term. Vacancies in chairmanships of any standing committees shall also be filled by election of the Executive Committee.

ARTICLE VII DUTIES OF OFFICERS

Section 1. The President, the principal executive officer, shall reside as Chairperson at all meetings of the Club and of the Executive Committee.

Section 2. The Secretary shall keep the minutes of all meetings of the general membership and of the Executive Committee. The Secretary will also conduct all general correspondence of the Club, be custodian of all documents, maintain a list of the membership, and notify all members of meetings.

Section 3. The Treasurer shall be custodian of the funds of the Club and shall pay only those bills approved by the Club. Funds shall be deposited in a bank account in the name of "VASSAR PLACE CIVIC CLUB". A report of receipts and disbursements shall be presented at each annual and regular meeting. All checks issued against funds of the Club shall be signed by the Treasurer or President.

ARTICLE VIII EXECUTIVE COMMITTEE

Section 1. An Executive Committee consisting of the duly elected officers and two (2) elected members in good standing, shall be responsible to the membership for carrying out the purposes of the Club.

Section 2. The Executive Committee will determine the existence of violations of the restrictive covenants and, when appropriate, may demand cessation of the violation. If

such violation continues, the Executive Committee shall recommend action to the membership.

Section 3. The Executive Committee shall perform the duties of the architectural review and beautification committee.

Section 4. The Executive Committee shall be the governing body of the organization with full rights and authority to determine policy, outline, plan, determine and carry into execution all business, activities and policies: enter into and execute necessary agreements, together with the instruments or contracts in connection therewith, in the name of the organization, through the President, or Vice-President in the absence of the President, and constitute representatives of the organization. Written minutes and records of all proceedings of the Executive Committee shall be kept by the Secretary of the Club and same shall be open to the inspection of the members in good standing at all reasonable times.

Section 5. The Executive Committee shall meet at the request of any officer of the Club.

ARTICLE IX MEETINGS

Section 1. The Annual Meeting shall be held on a Sunday in May of each year or at a date determined by the Executive Committee. Written notice of the meeting shall be given to each member at least one (1) week prior to the meeting.

Section 2. Special Meetings may be called by any officer at any time or on a written request signed by ten (10) percent of the general membership. . Written notice of the meeting shall be given to each member at least one (1) week prior to the meeting. Each notice of a Special Meeting shall set forth the specific purpose for which such meeting is called, and no matter which is not specifically described in such notice may be taken up at any Special Meeting.

Section 3. The presence of the officers and that number of members entitled to cast ten (10) percent of the total number of votes held by the members in good standing shall constitute a quorum at any meeting of the Club. However, no less than seven (7) individuals shall constitute a quorum.

**ARTICLE X
COMMITTEES**

Special committees and their chairpersons shall be appointed by the President as needed. Findings and conclusions of committees shall be reported to the membership. :

**ARTICLE XI
DUES ASSESSMENT**

Section 1. The dues assessment shall be determined by a two-thirds (2/3) majority/(67%) vote of those members in good standing as defined in Article IV.

Section 2. The annual dues assessment shall be \$100.00 payable to the Treasurer. , The dues assessment shall be for the maintenance of the esplanade, enforcement of the deed restrictions and the operating expenses of the Club. Non-payment of the dues assessment shall be grounds for forfeiture of membership only after the same remains unpaid for three (3) months or longer. The privilege of holding office, making motions, debating, and voting shall be limited to members current in the payment of the dues assessment as defined in Article IV, Section 1.

Section 3. The dues assessment shall be due on April 31 of each year or no later than the Annual Meeting.

**ARTICLE XII
INCURRENCE OF DEBT**

Section 1. No expenditure in excess of Five Hundred (\$500.00) Dollars may be incurred on behalf of the Club unless approved in advance by a majority vote of members of the Executive Committee.

Section 2. The private property of the members of the association shall not become subject to the payment of debts incurred by the Club.

**ARTICLE XIII
SPECIAL ASSESSMENTS**

The Club shall levy special assessments against its members for additional costs not covered by the dues assessment for the following items: 1) taking action against violations of the restrictive covenants; 2) enforcement of the restrictive covenants; 3) maintenance and improvement of the area within VASSAR PLACE; and 4) other purposes approved by the general membership in good standing. No such special assessment shall be levied unless it is approved by seventy-five (75) percent of the members in good standing. .

**ARTICLE XIV
AMENDMENTS**

The By-Laws may be revised or amended at any time by a two-thirds (2/3) majority/(67%) vote at any Annual or Special Meeting at which a quorum is present, provided

24 DEB-39-1119

such proposal was submitted in writing at least five (5) days prior to said meeting. Notice of such proposed amendment must be given to all members in good standing at least one (1) week prior to such meeting. The By-Laws may also be revised or amended at any time by a two-thirds majority vote via written ballots. The written ballots shall include a time period in which the ballots have to be received by the Executive Committee in order to be counted. Written ballots can be sent and returned by email, hand delivery and U.S. Mail. In order to be counted, returned ballots shall be signed by hand and dated.

**ARTICLE XV
NOTICE**

Notice of any and all meetings of the VASSAR PLACE CIVIC CLUB and notice of any proposed amendments, revisions or changes in the Constitution, By-Laws or Restrictive Covenant Agreement shall be given to each member, in writing, by delivery, email or mail to his or her residence at least five (5) days prior to the meeting, provided that where more than one such member occupies a residence, it shall be sufficient to deliver only one (1) copy.

**ARTICLE XVI
DISSOLUTION**

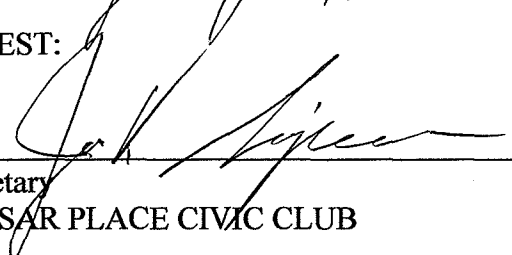
The Club may only be dissolved by a vote of seventy-five (75) percent of the members in good standing as defined in Article IV by votes cast at a Special Meeting called for such purpose. All assets shall be distributed on a pro rata basis to the voting members of the Club.

**ARTICLE XVII
RATIFICATION**

The amendments to these By-Laws have been approved by 80% of the members in good standing of the VASSAR PLACE CIVIC CLUB. These amended By-Laws replace all previous By-Laws of the Vassar Place Civic Club.

IN WITNESS WHEREOF, we have subscribed our names on this date of January 5, 2012.

ATTEST:



Secretary
VASSAR PLACE CIVIC CLUB

SIGNED:



President
VASSAR PLACE CIVIC CLUB

10R
NOEE

NY 082-39-1020

VASSAR PLACE CIVIC CLUB
PROXY

The undersigned, a member of the VASSAR PLACE CIVIC CLUB, residing at the address set forth below, hereby constitutes and appoints _____, and each of them, proxies and attorneys, each with power of substitution for and in the name of the undersigned, to vote at a meeting of the general membership of the VASSAR PLACE Civic CLUB to be held _____, 20__ and at any adjournment thereof, in the following manner with respect to the proposal(s) described below:

(Insert proposal here)

For	()
Against	()
Other*	()

*If "Other" is checked authority is given to the above named proxies and attorneys to vote either "For" or "Against" at their discretion.

AS fully and with like effect as the undersigned might or could do if personally present and voting thereat, hereby revoking all former proxies and ratifying and confirming all that said proxies and attorneys or any of them may lawfully do or cause to be done by virtue hereof.

THIS PROXY MAY BE USED TO ESTABLISH A QUORUM ONLY FOR THE LIMITED PURPOSE OF VOTING ON THE PROPOSAL(S) SET FORTH ABOVE AND MAY NOT BE USED TO ESTABLISH A QUORUM FOR THE PURPOSE OF TRANSACTING ANY OTHER BUSINESS.

Signature

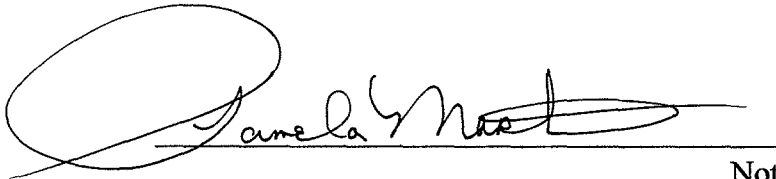
Address

121-39-1021

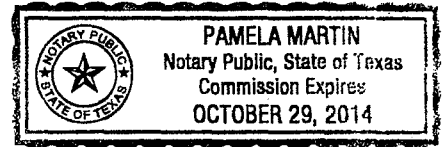
STATE OF TEXAS

COUNTY OF HARRIS

BEFORE ME, the undersigned authority, on this 5th day of January, 2012 personally appeared Sam Decker and Jan K. Simpson, known to me to be the persons whose names are subscribed to the foregoing instrument and acknowledged to me that he/she executed the same of his/her own free will for the purposes therein expressed.



Notary



[SEAL]

ANY PROVISION HEREIN WHICH RESTRICTS THE SALE, RENTAL, OR USE OF THE DESCRIBED REAL PROPERTY BECAUSE OF COLOR OR RACE IS INVALID AND UNENFORCEABLE UNDER FEDERAL LAW.
THE STATE OF TEXAS
COUNTY OF HARRIS
I hereby certify that this instrument was FILED in File Number Sequence on the date and at the time stamped hereon by me, and was duly RECORDED, in the Official Public Records of Real Property of Harris County, Texas

MAY 25 2012



Stan Stewart
COUNTY CLERK
HARRIS COUNTY, TEXAS

Stan Stewart
COUNTY CLERK
HARRIS COUNTY, TEXAS

2012 MAY 25 AM 11:05

FILED

RETURN COPY

Return to:

Jan K. Simpson
Fulbright & Jaworski LLP
Fulbright Tower
1301 McKinney
Suite 5100
Houston, TX 77010-3095

RECORDER'S MEMORANDUM:
At the time of recordation, this instrument was found to be inadequate for the best photographic reproduction because of illegibility, carbon or photo copy, discolored paper, etc. All blockouts, additions and changes were present at the time the instrument was filed and recorded

2201-66-280 JP