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**DECLARATION OF
COVENANTS, CONDITIONS AND RESTRICTIONS
FOR
PARK SPRING**

lee

568-26-2368

TABLE OF CONTENTS

I. DEFINITIONS 1

Section 1. "Architectural Review Committee" 1

Section 2. "Area of Common Responsibility" 2

Section 3. "Articles of Incorporation" 2

Section 4. "Assessments" 2

Section 5. "Association" 2

Section 6. "Association Expenses" 2

Section 7. "Board of Directors" 2

Section 8. "Builder" 2

Section 9. "Builder Guidelines" 2

Section 10. "By-Laws" 3

Section 11. "Class B Control Period" 3

Section 12. "Common Area" 3

Section 13. "Declarant" 3

Section 14. "Declaration" 3

Section 15. "Exclusive Common Area" 3

Section 16. "Landscaping Guidelines" 3

Section 17. "Lot" 3

Section 18. "Member" 4

Section 19. "Modifications Committee" 4

Section 20. "Mortgage" 4

Section 21. "Mortgagee" 4

Section 22. "Neighborhood" 4

Section 23. "Neighborhood Assessments" 4

Section 24. "Neighborhood Expenses" 5

Section 25. "Occupant" 5

Section 26. "Owner" 5

Section 27. "Person" 5

Section 28. "Properties" 5

Section 29. "Residential Assessments" 5

Section 30. "Single Family" 5

Section 31. "Single Family Residence" 5

Section 32. "Special Assessments" 5

Section 33. "Street" 5

Section 34. "Supplemental Declaration" 6

II. PARK SPRING HOMEOWNERS ASSOCIATION, INC. 6

Section 1. Organization 6

606-28-2369

568-28-2370

Section 2.	Membership.....	6
Section 3.	Voting	6
Section 4.	Neighborhoods	7
Section 5.	Rule Making Authority.....	7
Section 6.	Certificates of Compliance.....	8
III.	COVENANT FOR MAINTENANCE ASSESSMENTS.....	8
Section 1.	Purpose of Assessment.....	8
Section 2.	Types of Assessments	10
Section 3.	Rates of Assessment.....	12
Section 4.	Creation of the Lien and Personal Obligation for Assessments	12
Section 5.	Computation	13
Section 6.	Lien for Assessments	14
Section 7.	Subordination of the Lien to Mortgages.....	14
Section 8.	Effect of Nonpayment of Assessments; Remedies of the Association	14
Section 9.	Assessment Obligation of the Declarant.....	15
IV.	RIGHTS IN THE COMMON AREA	16
Section 1.	Owner's Right of Enjoyment	16
Section 2.	Delegation of Use	17
Section 3.	Easements-General.....	17
Section 4.	Easements of Utilities and Public Services.....	17
Section 5.	Easements for Association	18
Section 6.	Security Services	18
Section 7.	Rights of Declarant During Construction and Sale Period	19
Section 8.	No Partition.....	20
V.	INSURANCE AND CASUALTY LOSSES	20
Section 1.	Insurance.....	20
Section 2.	Damage and Destruction.....	20
VI.	ARCHITECTURAL STANDARDS AND RESTRICTIONS.....	21
Section 1.	Purpose	21
Section 2.	Architectural Review Committee; Modifications Committee	21
Section 3.	Approval of Plans	22
Section 4.	Landscaping Approval	23
Section 5.	Approval Not a Guarantee or Variance.....	23
Section 6.	Right to Inspect.....	23

568-28-237

Section 7. No Waiver of Future Approvals24

Section 8. Variances.....24

VII. SPECIFIC USE RESTRICTIONS24

Section 1. Single Family Residence24

Section 2. Living Area Requirements25

Section 3. Type of Construction25

Section 4. Garages, Driveways and Sidewalks25

Section 5. Antennae and Satellite Dishes26

Section 6. Animals and Pets.....26

Section 7. Window Air Conditioners26

Section 8. Renting or Leasing27

Section 9. Vehicles and Parking27

Section 10. Disposal of Trash.....27

Section 11. Drainage27

Section 12. Clotheslines, Garbage Cans, Woodpiles, etc.28

Section 13. Weapons and Fireworks.....28

Section 14. Temporary Buildings.....28

Section 15. Grass and Shrubbery28

Section 16. Traffic Sight Areas28

Section 17. Mailboxes and House Numbers.....28

Section 18. Disposal Units.....29

Section 19. Private Utility Lines29

Section 20. Rooftop Elements29

Section 21. Decorations29

Section 22. Playground Equipment29

Section 23. Outbuildings.....29

Section 24. Signs.....30

Section 25. Fences.....31

Section 26. Window Treatments31

Section 27. Owner's Maintenance31

Section 28. Damage and Destruction.....32

VIII. ANNEXATION OF ADDITIONAL PROPERTY AND DEANNEXATION32

Section 1. Unilateral Annexation by Declaration.....32

Section 2. Other Annexations33

Section 3. Rights of Owners of Annexed Area33

Section 4. Deannexations.....33

IX. MORTGAGEE PROVISIONS33

Section 1. Notices of Action.....33

Section 2.	No Priority	34
Section 3.	Notice to Association	34

X. GENERAL PROVISIONS.....34

Section 1.	Term	34
Section 2.	Severability	34
Section 3.	Gender and Grammar	34
Section 4.	Titles	35
Section 5.	Amendment	35
Section 6.	Merger and Consolidation.....	35
Section 7.	Dissolution	35
Section 8.	Enforcement	36
Section 9.	Right of Entry	36
Section 10.	Notice of Sale or Transfer.....	37
Section 11.	Cumulative Effect; Conflict	37

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**DECLARATION OF COVENANTS,
CONDITIONS AND RESTRICTIONS
FOR PARK SPRING**

THIS DECLARATION OF COVENANTS, CONDITIONS AND RESTRICTIONS FOR PARK SPRING (this "Declaration"), made as of the date hereinafter set forth by CET LIMITED, a Texas limited partnership (hereinafter referred to as "Declarant").

WITNESSETH:

WHEREAS, Declarant is the owner of that certain tract of land in Harris County, Texas as more particularly described by metes and bounds on Exhibit "A" attached hereto, which such property is anticipated to be platted and subdivided as the Park Spring, Section One (1) subdivision to be recorded in the Map Records of Harris County, Texas ("Initial Subdivision"); and

WHEREAS, Declarant intends by this Declaration to impose mutually beneficial restrictions under a general plan of improvements for the benefit of all owners of the property within the Initial Subdivision and such other property as may hereafter be annexed into the jurisdiction of the Association (as hereinafter defined) and subjected to this Declaration and Declarant desires to provide a flexible and reasonable procedure for the overall development of such property and to establish a method for the administration, maintenance, preservation, use, and enjoyment of such property.

NOW, THEREFORE, Declarant hereby declares that the Lots (as hereinafter defined) within the Initial Subdivision are hereby subjected to the provisions of this Declaration and the Lots within the Initial Subdivision and within such other property as may hereafter be made subject to this Declaration, if any, shall be held, sold, transferred, conveyed, used, occupied, and mortgaged or otherwise encumbered subject to the covenants, conditions, restrictions, easements, assessments, and liens hereinafter set forth, which are for the purpose of protecting the value and desirability of, and which shall run with the title to, the real property subject to this Declaration, and shall be binding on all persons having any right, title, or interest in all or any portion of such property, their respective heirs, legal representatives, successors, successors-in-title, and assigns and shall inure to the benefit of each and every owner of all or any portion thereof.

**ARTICLE I
DEFINITIONS**

The following words, when used in this Declaration, shall have the following meanings:

SECTION 1. "Architectural Review Committee" or "ARC" refers to the committee created by Section 2 of Article VI of this Declaration which has the power to adopt the

Builder Guidelines and the right to approve plans and specifications for construction of proposed improvements on the Lots within the jurisdiction of the Association as set forth herein and, unless a Modifications Committee is created in accordance with the provisions hereof, the right to approve plans and specifications for the alteration or modification of improvements on the Lots.

SECTION 2. "Area of Common Responsibility" shall mean the Common Area, together with those areas, if any, which by contract or agreement become the responsibility of the Association. Road rights-of-ways within or adjacent to the Properties may be part of the Area of Common Responsibility.

SECTION 3. "Articles of Incorporation" means the Articles of Incorporation of the Park Spring Homeowners Association, Inc. and any amendments thereto, as filed with the Secretary of State of the State of Texas.

SECTION 4. "Assessments" shall mean and refer to the Residential Assessments, the Neighborhood Assessments, the Special Assessments, the Specific Assessments, and any other amounts or sums due by any Owner to the Association pursuant to the provisions of this Declaration or a Supplemental Declaration, levied by the Association for purposes of obtaining funds to pay Association Expenses as provided herein.

SECTION 5. "Association" shall mean and refer to Park Spring Homeowners Association, Inc., a non-profit, non-stock, membership corporation incorporated under the laws of the State of Texas, its successors and assigns.

SECTION 6. "Association Expenses" shall mean and include the actual and estimated expenses of operating the Association, both for general and Neighborhood purposes, as may be found to be necessary and appropriate by the Board of Directors of the Association pursuant to this Declaration and the Association's By-Laws and Articles of Incorporation.

SECTION 7. "Board of Directors" or "Board" shall mean the governing body of the Association whose members shall be appointed by the Declarant during the Class B Control Period and thereafter elected by the Members.

SECTION 8. "Builder" shall mean and refer to any Person undertaking the construction of a Single Family Residence on a Lot for the purpose of selling same.

SECTION 9. "Builder Guidelines" shall mean and refer to written guidelines for the construction of improvements adopted by the ARC, as amended from time to time. The Builder Guidelines may contain provisions applicable to all of the Lots within the jurisdiction of the Association, including the Lots within the Initial Subdivision, as well as certain provisions which are applicable only to the Lots in a specific Neighborhood or a specific platted subdivision.

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SECTION 10. "By-Laws" shall mean the By-Laws of the Association, as amended from time to time.

SECTION 11. "Class B Control Period" means the period of time ending on the date on which the Declarant has conveyed the last Lot it owns in the Properties, during which period the Class "B" Member is entitled to appoint and remove the members of the Board of Directors and disapprove any action, policy or program of the Association, the Board or any committee which, in the sole judgment of the Declarant, would tend to impair rights of the Declarant or Builders or interfere with the development, construction or marketing of any portion of the Properties, or diminish the level of services being provided by the Association.

SECTION 12. "Common Area" shall mean and refer to any and all real and personal property and easements and other interests therein, together with the facilities and improvements located thereon, now or hereafter owned by the Association for the common use and enjoyment of the Owners and Occupants.

SECTION 13. "Declarant" shall mean and refer to CET LIMITED, a Texas limited partnership, and its successors and assigns, provided that in the case of an assign in an instrument of conveyance or by a separate written instrument placed of record in the real property records of Harris County, Texas, the assign is designated as the "Declarant" by the Declarant hereunder at such time. Upon such designation of a successor Declarant, all rights of the former Declarant in and to such status as "Declarant" hereunder shall cease.

SECTION 14. "Declaration" shall mean this Declaration of Covenants, Conditions and Restrictions for Park Spring as it may hereafter be amended in accordance with the provisions hereof.

SECTION 15. "Exclusive Common Area" shall mean and refer to the property and facilities, if any, which by plat or other recorded instrument are restricted for use solely by the Owners and Occupants of a certain Neighborhood, which property and facilities may be maintained by the Association at the expense of such Neighborhood with Neighborhood Assessments.

SECTION 16. "Landscaping Guidelines" shall mean and refer to landscape design, installation and maintenance criteria for the Lots which are adopted by the ARC. The Landscaping Guidelines may be included within and be a part of the Builder Guidelines.

SECTION 17. "Lot" shall mean and refer to any portion of the Properties, whether developed or undeveloped, upon which a Single Family Residence has been constructed or it is intended by the Declarant that a Single Family Residence be constructed, excluding reserve tracts, but including lots created by the platting or replatting of a reserve tract. "Lots" shall mean and refer to each Lot and all of them. In the case of a parcel of land

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within the jurisdiction of the Association planned by the Declarant for single family residential development which has not been platted into Lots, the parcel shall be deemed to contain the number of Lots designated by the Declarant on the development plan for such parcel of land unless or until a different number of Lots is platted. The Owner of one or more adjacent Lots (or portions thereof) shall have the right to consolidate such Lots or portions of such Lots into one or more Single Family Residence building sites, with the privilege of placing or constructing improvements on such sites, in which case side setback lines shall be measured from the resulting side property lines of each such building site rather than from the lot lines shown on the recorded plat. If such Single Family Residence building site is replatted as a single Lot, it shall be considered as a single Lot for purposes of Assessments levied by the Association pursuant to this Declaration at the time the replat is recorded in the Map Records of Harris County, Texas. If such Single Family Residence building site is not replatted as a single Lot, it shall be considered as a single Lot for purposes of Assessments levied by the Association pursuant to this Declaration at the time the Single Family Residence on such building site is initially occupied. Prior to either of such events, Assessments by the Association shall continue based on the number of Lots shown on the original plat.

SECTION 18. "Member" shall refer to every Person entitled to membership in the Association, as provided herein.

SECTION 19. "Modifications Committee" refers to the committee which may be created by the Board of Directors as specified in Section 2 of Article VI of this Declaration for the purpose of reviewing plans submitted for the alteration or modification of the improvements on a Lot after construction of the initial improvements.

SECTION 20. "Mortgage" shall mean and refer to a deed of trust, mortgage or other similar security instrument granting, creating, or conveying a lien or security interest upon a Lot.

SECTION 21. "Mortgagee" shall mean a beneficiary or holder of a Mortgage.

SECTION 22. "Neighborhood" shall mean and refer to a separately designated and denominated area within the Properties. If separate Neighborhood status is desired, the Declarant shall designate in a Supplemental Declaration or other recorded instrument that such property shall constitute a separate Neighborhood. All property within the jurisdiction of the Association which is not included within a designated Neighborhood shall be considered a part of a single unnamed Neighborhood.

SECTION 23. "Neighborhood Assessments" shall mean assessments levied by the Board of Directors for payment of the Neighborhood Expenses of a particular Neighborhood.

SECTION 24. "Neighborhood Expenses" shall mean and include the actual and estimated expenses incurred by the Association for the benefit of the Owners and Occupants of the Lots within a particular Neighborhood or Neighborhoods, including a reasonable reserve for capital repairs and improvements.

SECTION 25. "Occupant" shall mean any person occupying a Single Family Residence within the Properties for any period of time, regardless of whether such person is a tenant of the Owner of such property.

SECTION 26. "Owner" shall mean and refer to the record owner, whether one or more Persons, of the fee simple title to a Lot within the Properties, including a Person who has entered into a contract to sell his Lot, but excluding those having an interest merely as security for the performance of an obligation or those owning an interest in the mineral estate.

SECTION 27. "Person" shall mean any natural person, corporation, joint venture, partnership, association, trust or other legal entity.

SECTION 28. "Properties" shall mean and refer to (i) the real property contained within the Initial Subdivision described in the preambles to this Declaration, and (ii) such other real property as may hereafter be brought within the jurisdiction of the Association in accordance with the provisions of this Declaration, if any.

SECTION 29. "Residential Assessments" shall mean assessments levied by the Board of Directors for the purpose of obtaining funds to pay those Association Expenses which are determined by the Board of Directors to benefit all Owners and Occupants of the Lots within the Properties.

SECTION 30. "Single Family" shall mean and refer to any number of persons living together as a single household unit, and the household employees of such household unit.

SECTION 31. "Single Family Residence" shall mean and refer to a detached residence constructed on a single Lot or on two (2) or more adjacent Lots owned by an Owner which are consolidated into a single building site.

SECTION 32. "Special Assessments" shall mean the assessments levied by the Board of Directors pursuant to Section 2(c) of Article III hereof for the purposes specified therein.

SECTION 33. "Street" shall refer to any street, boulevard, road, alley, lane, avenue, or thoroughfare within or adjacent to the Properties.

SECTION 34. "Supplemental Declaration" shall refer to an instrument which imposes restrictions on a portion of the Properties which may be enforced by the Association.

ARTICLE II
PARK SPRING HOMEOWNERS ASSOCIATION, INC.

SECTION 1. ORGANIZATION. The Association has been organized and formed as a non-profit corporation under the laws of the State of Texas. The principal purposes of the Association are the collection, expenditure, and management of the maintenance funds, enforcement of the restrictions contained herein and in Supplemental Declarations, providing for the maintenance and preservation of the Area of Common Responsibility and the facilities of the Association and architectural control of the Lots.

SECTION 2. MEMBERSHIP. Every Owner shall be a Member of the Association. Membership shall be appurtenant to and may not be separated from ownership of any Lot which is subject to assessment by the Association. No Owner, whether one (1) or more Persons, shall have more than one (1) membership per Lot owned. In the event the Owner of a Lot is more than one (1) Person, votes and rights of use and enjoyment shall be as provided herein. The rights and privileges of membership in the Association may be exercised by a Member or the Member's spouse, subject to the provisions of this Declaration and the By-Laws. The membership rights of a Lot owned by a corporation or partnership shall be exercised by the individual designated from time to time by the Owner in a written instrument provided to the Secretary of the Board, subject to the provisions of this Declaration and the By-Laws.

SECTION 3. VOTING. The Association shall have two classes of membership, Class "A" and Class "B", as follows:

- (a) CLASS A. Class "A" Members shall be all Owners with the exception of the Class "B" Member. Class "A" Members shall be entitled to (1) one vote for each Lot of which they are the Owner. In any situation where a Member is entitled personally to exercise the vote for a Lot and more than one Person holds the interest in a Lot required for membership in the Association, the vote for such Lot shall be exercised as those Persons among themselves determine and advise the Secretary of the Association in writing. In the absence of such advice, the vote for such Lot shall be suspended in the event more than one Person seeks to exercise it.
- (b) CLASS B. The Class "B" Member shall be the Declarant which shall have five (5) votes for each Lot it owns in the Properties. The Class "B" Member shall be entitled to appoint and remove the members of the Board of Directors during the Class B Control Period. The Class

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"B" Membership shall cease upon (i) the expiration of the Class B Control Period or (ii) on such earlier date that the Declarant, in its discretion, so determines and records an instrument to such effect in the real property records of Harris County, Texas. In the event the Class "B" Membership ceases pursuant to clause (ii), the Declarant shall thereafter be a Class "A" Member with respect to the Lots it owns.

SECTION 4. NEIGHBORHOODS. The Declarant shall have the right to designate and denominate any area within the Properties as a Neighborhood by a Supplemental Declaration or other recorded instrument. All portions of the Properties not included within a designated Neighborhood shall be considered a part of a single unnamed Neighborhood. In addition, after the Class B Control Period, the Board of Directors, at its sole discretion, may divide the property comprising a single Neighborhood into two (2) or more Neighborhoods, or combine multiple Neighborhoods into a single Neighborhood.

SECTION 5. RULE MAKING AUTHORITY. This Declaration establishes, as part of the general plan of development for the Properties, a framework of covenants, easements and restrictions which govern the Properties. Within that framework, the Board must have the ability to respond to unforeseen problems and changes in circumstances, conditions, needs, desires, trends and technology which inevitably will affect the Properties, its Owners and Occupants. This Section establishes procedures for the adoption and modification of rules by the Board.

Subject to the terms hereof and the Board's duty to exercise business judgment and reasonableness on behalf of the Association, the Board may adopt, amend, repeal and enforce rules and regulations ("Rules"), fines and levies as may be deemed necessary or desirable with respect to the implementation of this Declaration, the operation of the Association, the use and enjoyment of the Common Area and the Exclusive Common Area, and the use of any other property, facilities or improvements owned or operated by the Association. At least thirty (30) days prior to the effective date of any Rule, the Board shall cause a copy of the new rule or explanation of any changes to a Rule, specifying the effective date, to be posted at a prominent place within the Properties. The Association shall provide, without cost, a copy of the Rules then in effect to any requesting Owner or Mortgagee.

All Owners are given notice that use of their Lots is limited by the use restrictions set forth in this Declaration and the Rules adopted by the Board, as they may be amended, expanded and otherwise modified. Each Owner, by acceptance of a deed, acknowledges and agrees that the use and enjoyment and marketability of their Lot can be affected by this provision and that the initial use restrictions and Rules may change from time to time.

No Rule shall be adopted by the Association in violation of the following provisions:

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- (i) Similar Treatment. Similarly situated Owners shall be treated similarly; provided, Rules may differ between and among different portions of the Properties, based on type of development, use, density or physical characteristics of the property;
- (ii) Allocation of Burdens and Benefits. No Rule shall alter the allocation of financial burdens among the various Lots as specified herein or rights to use the Common Area. Nothing in this provision shall prevent the Board from changing the Common Area available, from adopting generally applicable rules for use of Common Area, or from denying use privileges to those who abuse the Common Area, are delinquent in payment of Assessments or violate the Rules established by the Board for the use thereof. This provision does not affect the Board's right to establish or increase user fees or to increase the amount of Assessments;
- (iii) Abridging Existing Rights. No Rule shall require Owners to dispose of personal property which was kept in or on a Lot prior to the adoption of such Rule and which was in compliance with all Rules in force previous to such time, unless otherwise required to be removed by law; provided, the above shall apply to any Owner only for so long as he or she remains the Owner of the affected personal property or Lot. The rights granted under this subsection shall not run with title to any Lot;
- (iv) Reasonable Basis. No Rule may prohibit any activity, condition, or conduct unless there exists a reasonable basis for the enactment of such Rule. For purposes of this subsection, reasonable basis may include, but not be limited to, restrictions as to time, place, and manner of activity or conduct, or concerns relating to fair use of Common Area, cost, aesthetics, or the goals of the comprehensive plan for the benefit of the Properties.

SECTION 6. CERTIFICATES OF COMPLIANCE. Any Owner may request that the Association issue a certificate of architectural compliance certifying that there are no known violations of this Declaration or the Builder Guidelines. The Association shall either grant or deny such request within thirty (30) days after receipt of a written request and may charge a reasonable administrative fee for issuing such certificates. Issuance of such a certificate shall preclude the Association from taking enforcement action with respect to any condition as to which the Association had notice as of the date of such certificate.

ARTICLE III
COVENANT FOR MAINTENANCE ASSESSMENTS

SECTION 1. PURPOSE OF ASSESSMENTS. The Assessments provided for in this Declaration shall be used by the Association to maintain and keep in good repair the Area of Common Responsibility and for the general purposes of promoting the common

benefit of the Owners and Occupants in the Properties. The judgment of the Board of Directors as to the expenditure of Assessments shall be final and conclusive so long as its judgment is exercised in good faith. Funds obtained by the Association from Assessments may be used to finance all or any of the following:

- i. Operation, mowing, maintenance, repair, and improvement of the Area of Common Responsibility, including fences, entryways, road rights-of-way and easements within, adjacent to and in the vicinity of the Properties including, without limitation, fences constructed within landscape reserves along major Streets within the Properties;
- ii. Payment of taxes and premiums for insurance coverage in connection with the Common Area and for directors and officers liability insurance;
- iii. Paying the cost of labor, equipment (including expense of leasing any equipment), material, and any associated management or supervisory services and fees;
- iv. Paying the cost and fees of a manager or firm retained to carry out the duties of the Association or to manage the affairs and property of the Association;
- v. Maintaining or replacing any landscaping in the Area of Common Responsibility;
- vi. Designing, purchasing and installing any improvements to the Area of Common Responsibility;
- vii. Removing debris from the Area of Common Responsibility;
- viii. Contracting for the installation and maintenance of street lights in the Properties and paying the costs of electricity for such lights;
- ix. Collecting and disposing of trash, garbage, rubbish and other similar materials if the Board elects to provide such service to the Properties;
- x. Payment of legal fees and expenses incurred to collect assessments and enforce this Declaration;

503-28-2381

- x. Employing entry personnel and watchmen and/or contracting for patrol services;
- xii. Contracting for insect and pest control such as mosquito fogging;
- xiii. Carrying out the duties of the Board of Directors of the Association;
- xiv. Creation and funding of such reserve funds as the Board of Directors of the Association deems necessary; and
- xv. Carrying out such purposes of the Association as generally benefit the Members of the Association.

SECTION 2. TYPES OF ASSESSMENTS. Each Owner by acceptance of a deed to any Lot in the Properties, whether or not it shall be so expressed in such deed, covenants and agrees to pay to the Association: (i) Residential Assessments; (ii) Neighborhood Assessments; (iii) Special Assessments; and (iv) Specific Assessments, to be established and collected as hereinafter provided.

(a) **Residential Assessments.** Residential Assessments shall be levied for Association Expenses which are determined by the Board to benefit all Members. Such expenses benefiting all Members shall be all Association Expenses except the expenses which are determined by the Board to benefit or provide a higher level of service to a particular Neighborhood or Neighborhoods. The good faith determination by the Board of which Association Expenses constitute Neighborhood Expenses shall be final. The initial annual Residential Assessment with respect to the Lots in an Initial Subdivision shall commence as to all Lots in such Initial Subdivision on the date that the plat of such Initial Subdivision is recorded or on such later date as the Board determines and shall be due and payable thirty (30) days thereafter. If such assessment commences on a date other than January 1, such assessment shall be adjusted according to the number of months remaining in the calendar year. Thereafter, annual Residential Assessments shall be levied for each calendar year in advance and shall be due and payable on January 1 unless a different date is specified by the Board.

(b) **Neighborhood Assessments.** Neighborhood Assessments shall be levied against the Lots in a particular Neighborhood where the Board has determined that certain Association Expenses benefit only that Neighborhood. Upon written request by the Owners of a majority of the Lots within a Neighborhood, the Board shall initiate a service benefiting only that particular Neighborhood which shall be paid for by a Neighborhood Assessment or the Board shall discontinue a service previously provided to a Neighborhood; provided, however, the commencement or discontinuance of any such service during the Class B Control Period must be approved by the Declarant. Association

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Expenses benefiting only a particular Neighborhood may include, without limitation, Association Expenses incurred for maintenance and repair of the following items and provision of the following services within a particular Neighborhood: private streets, back door or garage trash pick-up service as opposed to curb side service, individual mailboxes, and operation and maintenance of Exclusive Common Areas, landscaping, fountains, lighting and signage within the particular Neighborhood. The total Neighborhood Assessment applicable to a particular Neighborhood shall be divided by the number of Lots within such Neighborhood and each Owner of a Lot contained within the concerned Neighborhood shall be assessed an amount equal to the quotient so obtained.

(c) Special Assessments. In addition to the other Assessments authorized herein, the Board may levy one or more Special Assessments in any year for the purpose of defraying, in whole or in part, the cost of any construction, reconstruction, or repair or replacement of a capital improvement located upon the Common Area, including fixtures and personal property related thereto; provided, however, except as otherwise hereinafter provided, any such Special Assessment must have the written consent of the Class "B" Member, as long as such membership exists, and a per Lot Special Assessment in an amount greater than ten percent (10%) of the most recent annual Residential Assessment per Lot must be approved by majority vote of the Class "A" Members present in person or by proxy at a meeting of the Members.

The Board may also levy one or more Special Assessments in any fiscal year for the purpose of defraying, in whole or in part, the cost of construction, reconstruction, or repair or replacement of a capital improvement located upon Exclusive Common Area, including fixtures and personal property related thereto; provided, however, that any such Special Assessment shall have the affirmative vote or written consent of the Owners of a majority of the Lots in the Neighborhood or Neighborhoods entitled to exclusive use of such Exclusive Common Area.

If a Special Assessment is approved as herein required and levied, it shall be paid as determined by the Board, and the Board may permit Special Assessments to be paid in installments extending beyond the fiscal year in which the Special Assessment is imposed. Special Assessments shall be allocated among all Owners in the same manner as Residential Assessments unless the purpose of the Special Assessment is to provide funds to be used for Exclusive Common Area facilities, in which event the Special Assessment shall be allocated solely among the Owners of the Lots in the Neighborhood or Neighborhoods entitled to use the applicable Exclusive Common Area in the same manner as a Neighborhood Assessment.

(d) Specific Assessments. The Association shall have the power to levy Specific Assessments against a particular Lot as follows:

- (i) to cover the costs, including overhead and administrative costs, of providing services to Lots upon request of an Owner pursuant to any menu of special

services which may be offered by the Association. Specific Assessments for special services may be levied in advance of the provision of the requested service; and

- (ii) to cover costs incurred in bringing a Lot into compliance with this Declaration or the Builder Guidelines, or costs incurred as a consequence of the conduct of the Owner or Occupants of a Lot, their agents, contractors, employees, licensees, invitees, or guests.

SECTION 3. RATES OF ASSESSMENT. Assessments shall be fixed at uniform rates on all Lots; provided, however, there shall be no assessments on unplatted Lots, the rate applicable to platted Lots owned by the Declarant shall be equal to one-half (1/2) of the full assessment amount, and the rate on a platted Lot owned by a Builder shall be equal to one-half (1/2) of the full assessment for the initial year or partial year of assessment, three-fourths (3/4) of the full assessment for the second year or partial year of assessment, and the full assessment thereafter. The rate of assessment for a Lot shall change upon its conveyance by the Declarant or a Builder, with an appropriate proration of the assessments for the year of the ownership change.

SECTION 4. CREATION OF LIEN AND PERSONAL OBLIGATION FOR ASSESSMENTS. All Assessments, together with interest commencing on the due date at a rate of interest to be set from time to time by the Board of Directors not in excess of the maximum lawful rate, costs (specifically including, but not limited to, any flat charges or percentage fees charged by any collection agencies used by the Association in collecting Assessments), and reasonable attorney's fees and court costs actually incurred, shall be a charge on the land and shall be secured by a continuing lien upon the land against which each Assessment is made. Each such Assessment, together with late charges, interest, costs, and reasonable attorney's fees actually incurred, shall also be the personal obligation of the Person who was the Owner of the Lot at the time the Assessment fell due. Each such Owner shall be personally liable for his or her portion of each Assessment coming due while he or she is the Owner of the Lot, and each Assessment thereafter coming due unless and until such Owner notifies the Association of the sale or conveyance of the land against which the Assessment is made as hereinafter provided in this Section 4.

In order to extinguish any Person's personal liability with regard to Assessments coming due following the sale or conveyance of the Lot owned by such Person, such Person shall be obligated to notify the Association of such Person's sale or conveyance of the Lot against which Assessments may be levied. In that regard, each Person who at any time owned any Lot in the Properties against which Assessments may be levied shall no longer be liable or responsible for payment of Assessments coming due after the date upon which such Person furnishes to the Association a copy of the executed instrument of conveyance by which fee title to the Lot previously owned by such Person was conveyed or transferred to another Person, and the mailing address of the Person to whom such Lot was conveyed or transferred. Upon receipt of such information, the Association shall

563-20-2344

cause the name and address of the new Owner to be substituted for that of the prior Owner on the records of the Association, and the prior Owner shall no longer be liable or responsible for Assessments subsequently coming due. Each Person owning a Lot against which Assessments may be made shall have the obligation to notify the Association of any change in its address, and notice of any such change shall become effective five (5) days after written notice thereof has been provided to the Association. With regard to mailing notices of Assessments payable by any Person to the Association, the Association shall be deemed to have satisfied any obligation that it might have to provide written notices or bills if the same are mailed or delivered to the Owner at the address of such Owner as reflected on the records of the Association, and no such Owner or other Person liable for the payment of any Assessment shall escape such liability or be entitled to any deferral or abatement of interest or any late charges or collection costs with regard to delinquent Assessments on the basis of such Person's failure to receive notice thereof if the Association sent such notice by regular U.S. Mail to the most recent address of the Person according to the records of the Association.

Residential Assessments and Neighborhood Assessments shall be payable annually on a date specified by the Board of Directors; provided, however, the Board may, at its option, require payment of such Assessments in monthly or quarterly installments. Special Assessments shall be paid in such manner and on such date or dates as may be fixed by the Board.

SECTION 5. COMPUTATION. It shall be the duty of the Board to prepare a budget covering the estimated costs of operating the Association during each calendar year or such other fiscal year as the Board may adopt, taking into consideration any subsidy payments to be received from the Declarant pursuant to an agreement with the Association and any additional property to be annexed into the jurisdiction of the Association in the forthcoming year. Such budget may include a capital contribution or reserve in accordance with a capital budget separately prepared and separate line items for expenses benefiting each Neighborhood which will be paid with a Neighborhood Assessment. In the event that the Board fails for any reason to determine the budget for the succeeding year, then and until such time as a budget shall have been determined, as provided herein, the budget in effect for the then current year shall continue for the succeeding year. The Association Expenses shall be allocated as follows:

- i. The amount of all estimated expenses to be incurred for the sole benefit of a particular Neighborhood shall be determined for each Neighborhood and that portion of the total estimated Association Expenses attributable to a particular Neighborhood shall be allocated among the Owners of the Lots in the Neighborhood as provided in Section 2(b) of this Article III, and shall be levied as Neighborhood Assessments; and

- ii. The remaining Association Expenses shall be levied as Residential Assessments, and shall be allocated among the Owners of all of the Lots in the Properties as provided in Section 2(a) of this Article III.

The Board shall in good faith attempt to cause the budget and the Assessments to be levied against each Owner for the following year to be delivered to each Member at least thirty (30) days prior to the end of the current year.

SECTION 6. LIEN FOR ASSESSMENTS. All sums assessed against any property subject to this Declaration pursuant to this Declaration, together with interest, collection and other costs, and reasonable attorney's fees actually incurred, as provided herein, shall be secured by a lien on the property owned by each Owner in favor of the Association. All Persons acquiring liens or encumbrances on any property subject to this Declaration after this Declaration shall have been recorded in the real property records of Harris County, Texas shall be deemed to consent that such liens or encumbrances shall be inferior to future liens for Assessments, as provided herein, whether or not prior consent is specifically set forth in the instruments creating such liens or encumbrances.

SECTION 7. SUBORDINATION OF THE LIEN TO MORTGAGES. The lien securing the Assessments provided for herein shall be subordinate to (i) liens of ad valorem taxes and (ii) the lien of any Mortgage which has been recorded in the real property records of Harris County, Texas. Sale or transfer of any Lot subject to this Declaration shall not affect the lien hereby created. However, the sale or transfer of any Lot pursuant to foreclosure of a Mortgage or any conveyance in lieu thereof, shall extinguish the lien of such Assessments as to payments which become due prior to such sale or transfer. No such sale or transfer shall relieve such Lot from liability for any Assessments thereafter becoming due or from the lien thereof.

SECTION 8. EFFECT OF NONPAYMENT OF ASSESSMENTS; REMEDIES OF THE ASSOCIATION. Any Assessments which are not paid in full by the date specified by the Board shall be delinquent. Any delinquent Assessment shall commence to bear interest on the due date at such interest rate as the Board may from time to time determine not in excess of the maximum lawful rate of interest. If the Assessment is not paid when due, the lien herein retained and created against the affected Lot shall secure the Assessment due, interest thereon from the date due and payable, all costs of collection, court costs, reasonable attorney's fees actually incurred, and any other amount provided or permitted by law. In the event that the Assessment remains unpaid after ninety (90) days, the Association may, as the Board shall determine, institute suit for collection against the Owner personally obligated to pay the Assessment or foreclose the lien created and reserved hereby against the Lot of such Owner.

The Association's lien is created by recordation of this Declaration, which constitutes record notice and perfection of the lien. No other recordation of a lien or notice of lien shall be or is required. By acquiring a Lot, an Owner grants to the Association a power of sale in

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connection with the Association's lien. By written resolution, the Board of Directors of the Association may appoint, from time to time, an officer, agent, trustee, or attorney of the Association to exercise the power of sale on behalf of the Association. The Association shall exercise its power of sale pursuant to the Texas Property Code, and any applicable revision(s), amendment(s), or recodifications thereof in effect at the time of the exercise of such power of sale. The Association has the right to foreclose its lien judicially or by nonjudicial foreclosure pursuant to the power of sale created hereby. Costs of foreclosure may be added to the amount owed by the Owner to the Association. An Owner may not petition a court to set aside a sale solely because the purchase price at the foreclosure sale was insufficient to fully satisfy the Owner's debt. The Association may bid for and purchase the Lot at the foreclosure sale utilizing funds of the Association. The Association may own, lease, encumber, exchange, sell, or convey a Lot. The purchaser at any such foreclosure sale shall be entitled to sue for recovery of possession of the Lot by an action of forcible detainer without the necessity of giving any notice to the former owner or owners of the Lot sold at foreclosure. Nothing herein shall prohibit the Association from taking a deed in lieu of foreclosure or from filing suit to recover a money judgment for sums that may be secured by the lien. At any time before a nonjudicial foreclosure sale, an Owner of a Lot may avoid foreclosure by paying all amounts due the Association. Foreclosure of a tax lien attaching against a Lot under Chapter 32, Tax Code, shall not discharge the Association's lien under this paragraph for amounts becoming due to the Association after the date of foreclosure of the tax lien.

No Owner may waive or otherwise exempt himself from liability for the Assessments provided for herein, by non-use of Common Area or abandonment of the Lot owned by such Owner. No diminution or abatement of assessment or set-off shall be claimed or allowed by reason of any alleged failure of the Association or Board to take some action or perform some function required to be taken or performed by the Association or Board under this Declaration or the By-Laws, or for inconvenience or discomfort arising from the making of repairs or improvements which are the responsibility of the Association, or from any action taken to comply with any law, ordinance, or with any order or directive of any municipal or other governmental authority, the obligation to pay Assessments being a separate and independent covenant on the part of Declarant and each other Owner.

All payments shall be applied first to costs and attorney's fees, then to interest, and then to delinquent Assessments.

SECTION 9. ASSESSMENT OBLIGATION OF DECLARANT. Subject to the further provisions hereof, Declarant, on behalf of itself and its successors and assigns to whom its rights as Declarant are expressly assigned, covenants and agrees to pay Assessments as provided herein for the Lots (other than unplatted Lots) that it owns. However, as long as the Class "B" membership exists in the Association, the Declarant may annually elect either to pay Residential Assessments on the Lots (other than unplatted Lots) it owns as herein provided or to pay the Association the difference between the amount of Residential Assessments collected on all other Lots subject to assessment and

the amount of the actual expenditures incurred to operate the Association during such calendar year (the "subsidy"). The payment by Declarant of a subsidy in any year in lieu of Residential Assessments shall under no circumstances obligate the Declarant to pay a subsidy in a future year or years even if the subsidy is less than the Residential Assessments that would otherwise have been payable by the Declarant. The subsidy may be paid by the Declarant in increments throughout the year as funds are needed by the Association.

The Declarant may also elect to make loans to the Association. In the event of a loan, the loan and interest thereon at the prime rate of interest announced from time to time by Bank of America, N.A. or another bank designated by the Board at the time the loan is made plus 1% per annum, shall be payable by the Association to the Declarant from future Annual Assessments collected by the Association. All loans, if any, shall be evidenced by promissory notes executed by the Association at the time the loan is made. Subsidy payments by the Declarant shall not be considered to be loans.

ARTICLE IV RIGHTS IN THE COMMON AREA

SECTION 1. OWNER'S RIGHTS OF ENJOYMENT. Subject to the further provisions of this Section, every Member shall have a right of enjoyment to the recreational facilities or amenities located on the Common Area, and such right shall be appurtenant to and shall pass with the title to the Lot owned by such Member. Such right of enjoyment shall be subject to the following:

- (a) The Association shall have the right to charge reasonable admission and other fees for the use of any facility situated upon the Common Area.
- (b) The Association shall have the right to borrow money and to mortgage, pledge, deed in trust, or hypothecate any or all of the Common Area as security for money borrowed or debts incurred.
- (c) The Association shall have the right to take such steps as are reasonably necessary to protect the Common Area against foreclosure of any such mortgage.
- (d) The Association shall have the right to suspend the enjoyment rights of any Member for any period during which any assessment or other amount owed by such Member to the Association remains unpaid in excess of thirty (30) days.
- (e) The Association shall have the right to establish reasonable rules and regulations governing the Members' use and enjoyment of the

Common Area, and to suspend the enjoyment rights of any Member for any period not to exceed sixty (60) days for any infraction of such rules and regulations.

- (f) The Association shall have the right to dedicate, sell or convey all or any part of the Common Area and the right to grant or dedicate easements over the Common Area to public or private utility companies.
- (g) The Association shall have the right to enter into agreements pursuant to which individuals who are not Members of the Association are granted the right to use the Common Area and the facilities located thereupon.

SECTION 2. DELEGATION OF USE. Each Member shall have the right to extend his right of enjoyment to the Common Area to the members of his family and to such guests or other persons as may be permitted by the Association. An Owner shall be deemed to have made a delegation of all rights to use the Common Area to the Occupants of any leased residence.

SECTION 3. EASEMENTS-GENERAL. Easements for the installation and maintenance of utilities are reserved as shown and provided for on the plats of the Properties and/or as dedicated by separate instruments. Neither Declarant nor any utility company or authorized political subdivision using the easements referred to herein shall be liable for any damages done by them or their assigns, agents, employees or servants, to fences, walls, shrubbery, trees, flowers, improvements or other property of the Owner situated on the land covered by such easements as a result of construction, maintenance or repair work conducted by such parties or their assigns, agents, employees or servants. Declarant expressly reserves the right to grant easements over, under and across any Lot in the Properties for the installation and maintenance of utility and drainage facilities; provided, however, any easement created by the Declarant pursuant to this provision shall not materially adversely affect the use and enjoyment of any Single Family Residence or the value of any Single Family Residence. Declarant further reserves unto itself, its agents, employees, servants, successors and assigns, the temporary right of ingress and egress, on, over, in, and across the Properties in order to complete development of the Properties and the construction of all Single Family Residences. The rights reserved by Declarant in this paragraph shall be used in such a manner as not to unreasonably interfere with the use and enjoyment of any Single Family Residence in the Properties and such rights shall terminate upon the expiration of the Class B Control Period.

SECTION 4. EASEMENTS FOR UTILITIES AND PUBLIC SERVICES.

(a) There is hereby granted to the Association, to Harris County and to any other public authority or agency, utility district, or public or private utility company, a perpetual

500-28-2385

easement upon, over, under, and across (i) the Common Area, and (ii) those portions of all Lots as are reasonably necessary, for the purpose of installing, replacing, repairing, maintaining, and using master television antenna and/or cable systems, security and similar systems, and all utilities, including, but not limited to, storm sewers, drainage systems and retention ponds, electrical, gas, telephone, water and sewer lines, street lights, street signs and traffic signs; provided, however, that such easements shall not unreasonably affect the ability to develop, market or the value of any Lot. To the extent possible, utility lines and facilities serving the Properties and located therein shall be located underground. By virtue of any such easement and facilities, it shall be expressly permitted for the providing utility company or other supplier or servicer, with respect to the portions of the Properties encumbered, (i) to erect and maintain pipes, lines, manholes, pumps, and other necessary equipment and facilities, (ii) to cut and remove any trees, bushes, or shrubbery, (iii) to excavate or fill, or (iv) to take any other similar action reasonably necessary to provide economical and safe installation, maintenance, repair, replacement, and use of such utilities and systems.

(b) There is also hereby granted to Harris County and to such other governmental authority or agency as shall from time to time have jurisdiction over the Properties (or any portion thereof) with respect to law enforcement and fire protection, the perpetual, non-exclusive right and easement upon, over and across all of the Properties for purposes of performing such duties and activities related to law enforcement and fire protection in the Properties as shall be required or appropriate from time to time by such governmental authorities under applicable law.

SECTION 5. EASEMENTS FOR ASSOCIATION. There is hereby granted a general right and easement to the Association, its directors, officers, agents, and employees, including, but not limited to, any manager employed by the Association and any employees of such manager, to enter upon any Lot or any portion thereof in the performance of their respective duties or the enforcement of the provisions of this Declaration. Except in the event of emergencies, this easement is to be exercised only during normal business hours and then, whenever practicable, only upon advance notice to and with permission of the Owner or Occupant of the residence directly affected thereby.

SECTION 6. SECURITY SERVICES.

(a) Security Services. The Association may provide security services for the Properties or support certain activities to make the Properties safer and shall be authorized to enter into contracts for such purposes. The Board shall be permitted to modify or cancel existing services provided, if any, or to provide additional services. Nothing contained herein is a representation as to what services will or will not be provided.

(b) DISCLAIMER CONCERNING SECURITY. NEITHER THE ASSOCIATION, THE DECLARANT, NOR ANY SUCCESSOR DECLARANT SHALL IN ANY WAY BE CONSIDERED INSURERS OR GUARANTORS OF SECURITY WITHIN THE

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PROPERTIES, AND NEITHER THE ASSOCIATION, THE DECLARANT, NOR ANY SUCCESSOR DECLARANT SHALL BE HELD LIABLE FOR ANY LOSS OR DAMAGE BY REASON OF FAILURE TO PROVIDE ADEQUATE SECURITY OR INEFFECTIVENESS OF SECURITY MEASURES UNDERTAKEN. ALL OWNERS AND OCCUPANTS OF ANY LOT, TENANTS, GUESTS AND INVITEES OF ANY OWNER, AS APPLICABLE, ACKNOWLEDGE THAT THE ASSOCIATION AND ITS BOARD OF DIRECTORS, DECLARANT, OR ANY SUCCESSOR DECLARANT AND THE ARC DO NOT REPRESENT OR WARRANT THAT ANY FIRE PROTECTION SYSTEM, BURGLAR ALARM SYSTEM OR OTHER SECURITY SYSTEM DESIGNATED BY OR INSTALLED ACCORDING TO GUIDELINES ESTABLISHED BY THE DECLARANT, THE ARC OR OTHER PROVIDER MAY NOT BE COMPROMISED OR CIRCUMVENTED, THAT ANY FIRE PROTECTION OR BURGLAR ALARM SYSTEMS OR OTHER SECURITY SYSTEMS WILL PREVENT LOSS BY FIRE, SMOKE, BURGLARY, THEFT, HOLD-UP, OR OTHERWISE, NOR THAT FIRE PROTECTION OR BURGLAR ALARM SYSTEMS OR OTHER SECURITY SYSTEMS WILL IN ALL CASES PROVIDE THE DETECTION OR PROTECTION FOR WHICH THE SYSTEM IS DESIGNED OR INTENDED. EACH OWNER AND OCCUPANT OF ANY LOT, AND EACH TENANT, GUEST AND INVITEE OF AN OWNER, AS APPLICABLE, ACKNOWLEDGES AND UNDERSTANDS THAT THE ASSOCIATION, THE BOARD OF DIRECTORS, THE ARC, THE DECLARANT, OR ANY SUCCESSOR DECLARANT ARE NOT INSURERS AND THAT EACH OWNER AND OCCUPANT OF ANY LOT AND EACH TENANT, GUEST AND INVITEE OF ANY OWNER ASSUMES ALL RISKS FOR LOSS OR DAMAGE TO PERSONS, TO LOTS AND TO THE CONTENTS OF LOTS AND FURTHER ACKNOWLEDGES THAT THE ASSOCIATION, THE BOARD OF DIRECTORS, THE ARC, THE DECLARANT, OR ANY SUCCESSOR DECLARANT AND THEIR AGENTS HAVE MADE NO REPRESENTATIONS OR WARRANTIES NOR HAS ANY OWNER, OCCUPANT, TENANT, GUEST OR INVITEE RELIED UPON ANY REPRESENTATIONS OR WARRANTIES, EXPRESSED OR IMPLIED, INCLUDING ANY WARRANTY OF MERCHANTABILITY OR FITNESS FOR ANY PARTICULAR PURPOSE, RELATIVE TO ANY FIRE AND/OR BURGLAR ALARM SYSTEMS OR OTHER SECURITY SYSTEMS RECOMMENDED OR INSTALLED OR ANY SECURITY MEASURES UNDERTAKEN WITHIN THE PROPERTIES.

SECTION 7. RIGHTS OF DECLARANT DURING CONSTRUCTION AND SALE PERIOD. Notwithstanding any provisions contained in this Declaration, until the Declarant has developed and sold all of its land within the Properties, it shall be expressly permissible for Declarant and any Owner approved by Declarant to maintain upon such portion of the Properties as Declarant may deem necessary, such facilities, and carry on such activities as in the sole opinion of Declarant may be required, convenient, or incidental to Declarant's and such Owner's development, construction, and sales activities related to their properties, including, but without limitation: the right of access, ingress and egress for vehicular and pedestrian traffic over, under, on or in the Properties; the right to carry on sales and promotional activities in the Properties; the right to place signs in the Common Area and in road rights-of-way within the Properties; and the right to construct and operate business offices, construction trailers, model residences, information and sales offices.

Declarant and any such Owner may use residences owned or leased by Declarant or such Owner as model residences and sales offices.

SECTION 8. NO PARTITION. There shall be no partition of the Common Area or any part thereof, nor shall any Person acquiring any interest in the Properties or any part thereof seek any judicial partition. This Article shall not be construed to prohibit the Board of Directors from acquiring and disposing of tangible personal property nor from acquiring and disposing of title to real property which may or may not be subject to this Declaration.

ARTICLE V
INSURANCE AND CASUALTY LOSSES

SECTION 1. INSURANCE. The Association's Board of Directors, or its duly authorized agent, shall obtain blanket all-risk casualty insurance for all insurable improvements on the Common Area, or if blanket all-risk coverage is not reasonably available, an insurance policy providing fire and extended coverage. In addition to casualty insurance on the Common Area, the Association may, upon request of a Neighborhood, obtain casualty insurance on the Exclusive Common Area within the Neighborhood. Such insurance policies shall be in such amount or amounts as the Board of Directors deems appropriate. The Board may also obtain a public liability policy covering the Common Area, insuring the Association and its Members for all damages or injury caused by the negligence of the Association, its agents, the Members or Occupants, in such amount as the Board deems appropriate.

Premiums for all insurance on the Common Area shall be Association Expenses and shall be included in the Residential Assessments and the premiums for insurance on Exclusive Common Area shall be included in the Neighborhood Assessment of the Neighborhood(s) benefitted thereby. In addition to the other insurance discussed in this Section, the Board may also obtain, as an Association Expense payable from Residential Assessments, (i) worker's compensation insurance, and the Board shall obtain such insurance if and to the extent required by law, (ii) directors' and officers' liability coverage, and (iii) a fidelity bond or fidelity insurance on directors, officers, employees, and other Persons handling or responsible for the Association's funds.

SECTION 2. DAMAGE AND DESTRUCTION. Immediately after damage or destruction by fire or other casualty of all or any part of the property covered by insurance written in the name of the Association, the Board of Directors or its duly authorized agent shall proceed with the filing and adjustment of all claims arising under such insurance and the repair or reconstruction of the damaged or destroyed property, to the extent insurance proceeds are available for such purpose. Repair or reconstruction, as used in this paragraph, means repairing or restoring the property to substantially the same condition which existed prior to the fire or other casualty, allowing for any changes or improvements necessitated by changes in applicable building codes. In the event that insurance proceeds are unavailable to repair or reconstruct the Common Area or the Exclusive

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Common Area of any Neighborhood, the damaged or destroyed property shall be restored to its natural state and maintained by the Association in a neat and attractive condition. If insurance proceeds are insufficient to cover a repair or reconstruction, the Board may levy a special assessment to cover the shortfall, subject to the requirements of Section 5 of Article III above.

ARTICLE VI
ARCHITECTURAL STANDARDS AND RESTRICTIONS

SECTION 1. PURPOSE. In order to establish and preserve a harmonious and aesthetically pleasing design for the Park Spring project and to protect and promote the value of the Properties, the Lots shall be subject to the restrictions set forth in this Article VI. Every grantee of any interest in a Lot by acceptance of a deed or other conveyance of such interest, agrees to be bound by the provisions of this Article.

SECTION 2. ARCHITECTURAL REVIEW COMMITTEE; MODIFICATIONS COMMITTEE. There is hereby established the Park Spring Architectural Review Committee (sometimes hereinafter called the "ARC"), which shall have exclusive jurisdiction over all original construction on the Lots and over modifications, additions, or alterations made on or to the residences and other improvements on the Lots.

The ARC shall (i) adopt such standards or guidelines as it determines for the construction or alteration of improvements on the Lots in the Properties (the "Builder Guidelines") and for landscaping (the "Landscaping Guidelines"), which guidelines may vary for different portions of the Properties or different platted subdivisions or Neighborhoods within the Properties, and (ii) establish application and review procedures for plans and specifications. The ARC shall make the Builder Guidelines and Landscaping Guidelines available to Owners and Builders who seek to engage in development of or construction upon a Lot and who shall conduct their operations strictly in accordance therewith. The ARC may establish and charge reasonable fees for its review of plans hereunder.

The ARC shall consist of three (3) members. Until the date on which it has sold all of its Lots within the Properties, the Declarant shall have the right to appoint all members of the ARC as well as the right to remove any member at any time. There shall be no surrender of this right prior to that time, except by a written instrument executed by Declarant and recorded in the real property records of Harris County, Texas. Following the expiration of such right, the Board of Directors shall have the right to appoint and remove the members of the ARC. The ARC is authorized, but not obligated, to retain the services of consulting architects, landscape architects, urban designers, engineers, inspectors, and/or attorneys in order to advise and assist the ARC in performing its functions set forth herein. The costs of the services of such consultants shall be an Association Expense except to the extent such costs are covered by a plan review fee established by the ARC, if it elects to establish such fee.

559-29-2355

The Board of Directors shall have the right, but not the obligation, at any time to create a separate committee known as the "Modifications Committee" to perform the obligations of the ARC hereinafter specified with respect to the review of plans for the alteration or modification of the improvements on a Lot after construction of the initial improvements. The Board shall also have the right to abolish such committee at any time.

In the event such committee is created it shall consist of three (3) members appointed by the Board and the Board shall have the power to remove a member at any time. In the event a Modifications Committee is created, such committee shall have all of the duties and powers granted to the ARC in this Declaration with respect to the alteration or modification of improvements on a Lot in the Properties unless or until the Board determines there should no longer be two (2) separate committees and abolishes the Modifications Committee, in which event all such duties and powers shall thereafter be restored to the ARC.

SECTION 3. APPROVAL OF PLANS. No construction of improvements, or modifications, additions, or alterations to existing improvements, shall be commenced or maintained by or on behalf of any Owner with respect to any Lot in the Properties, including, without limitation, the construction or installation of sidewalks, driveways, parking lots, mail boxes, decks, patios, courtyards, swimming pools, tennis courts, greenhouses, playhouses, awnings, walls, fences, exterior lights, garages, guest or servants' quarters, or other outbuildings, nor shall any exterior addition to or change or alteration therein be made (including, without limitation, painting or staining of any exterior surface a different color than the one previously approved), unless and until two (2) copies of the plans and specifications and related data (including, if required by the ARC, a survey showing the location of existing trees of six (6) inches in diameter at a height of four (4) feet above ground and other significant vegetation on such Lot) showing the nature, color, type, shape, height, materials, and location of the same shall have been submitted to and approved in writing by the ARC as to the compliance of such plans and specifications with this Declaration, the applicable Supplemental Declaration(s), and the Builder Guidelines, including the harmony of external design, location, and appearance in relation to surrounding structures and topography. One copy of such plans, specifications, and related data so submitted shall be retained in the records of the ARC, and the other copy shall be returned to the Owner marked "approved," "approved with conditions as noted," or "disapproved." The ARC may establish a reasonable fee sufficient to cover the expense of reviewing plans and related data and to compensate any consulting architects, landscape architects, urban designers, inspectors, or attorneys retained in accordance with the terms hereof. Nothing contained herein shall be construed to limit the right of an Owner to remodel the interior of his improvements, to paint the interior of the improvements on his Lot any color desired, or to repaint or restain the exterior of the improvements on his Lot with the same color which has been previously approved for such improvements. The ARC shall have the sole discretion to determine whether plans and specifications submitted for approval are acceptable to the Association.

Upon approval of plans and specifications, no further approval under this Article VI shall be required with respect thereto, unless construction has not substantially commenced within six (6) months of the approval of such plans and specifications (e.g. clearing and grading, pouring of footings, etc.) or unless such plans and specifications are materially altered or changed. The ARC may disapprove plans and specifications for any reason which is consistent with the objects and purposes of this Declaration as determined by the ARC from time to time, including purely aesthetic considerations, so long as such grounds are not arbitrary or capricious.

SECTION 4. LANDSCAPING APPROVAL. To preserve the aesthetic appearance of the Park Spring project, no landscaping, grading, excavation, or filling of any nature whatsoever shall be implemented and installed on a Lot in the Properties unless and until the plans therefor have been submitted to and approved in writing by the ARC. In the installation of landscaping and maintenance of his Lot, each Owner shall comply with the Landscaping Guidelines adopted by the ARC from time to time.

SECTION 5. APPROVAL NOT A GUARANTEE OR VARIANCE. The review and approval of plans pursuant to this Article is made on the basis of aesthetic considerations only and no approval of plans and specifications and no publication of the Builder Guidelines and/or the Landscaping Guidelines shall be construed as representing or implying that such plans, specifications, or guidelines will, if followed, result in properly designed improvements. Such approvals and design guidelines shall in no event be construed as representing or guaranteeing that any improvements built in accordance therewith will be built in a good and workmanlike manner. Neither Declarant, the Association, the ARC, nor any of their respective officers, partners, directors, employees, or members, shall be responsible or liable in damages or otherwise to any Person who submits plans for approval by reason of mistake of judgment, negligence or nonfeasance arising out of the approval or disapproval of any plans or specifications, any loss or damage arising from the noncompliance of such plans and specifications with any governmental ordinances and regulations, nor any defects in construction undertaken pursuant to such plans and specifications. The purpose of such review primarily is to conform the aesthetic appearances of development within the Properties. In addition, the approval of plans pursuant to this Article shall not be deemed to be a variance from the specific restrictions of this Declaration, the Builder Guidelines or the Landscaping Guidelines. All variances must be issued in accordance with the provisions of Section 8 of this Article.

SECTION 6. RIGHT TO INSPECT. Any member of the Board of Directors or the ARC and their representatives shall have the right, but not the obligation during reasonable hours to enter upon and inspect any Lot with respect to which construction is underway to determine whether or not the plans and specifications therefor have been approved and are being complied with. Such Person or Persons shall not be deemed guilty of trespass by reason of such entry. In the event the ARC shall determine that such plans and specifications have not been approved or are not being complied with, the ARC shall be

entitled to enjoin further construction and to require the removal or correction of any work in place which does not comply with approved plans and specifications. In addition to any other remedies available to the Association, the Board may record in the appropriate land records a notice of violation naming the violating Owner.

SECTION 7. NO WAIVER OF FUTURE APPROVALS. The approval by the ARC of any plans and specifications for any work done or proposed, or in connection with any other matter requiring the approval and consent of such committee, shall not be deemed to constitute a waiver of any right to withhold approval or consent as to any similar plans and specifications, drawings, or matters whatever subsequently or additionally submitted for approval or consent.

SECTION 8. VARIANCES. The ARC may grant variances from compliance with the restrictions of this Declaration and from any of the Builder Guidelines and/or Landscaping Guidelines when circumstances such as topography, natural obstructions, hardship, or aesthetic or environmental considerations require, but only in accordance with duly adopted rules and regulations. Such variances may only be granted, however, when unique circumstances dictate and no variance shall (a) be effective unless in writing, or (b) estop the ARC from denying a variance in other circumstances. For purposes of this Section, the inability to obtain approval of any governmental agency, the issuance of any permit, or the terms of any financing, shall not be considered a hardship warranting a variance.

ARTICLE VII SPECIFIC USE RESTRICTIONS

SECTION 1. SINGLE FAMILY RESIDENCES. Each and every Lot in the Properties is hereby restricted to one (1) Single Family Residence and related outbuildings and improvements, including guest houses, servants quarters and greenhouses, and use for single-family residential purposes exclusively and no Single Family Residence shall be occupied by more than a Single Family.

No garage sale, yard sale, moving sale, rummage sale or similar activity and no trade or business may be conducted in or from any Lot, except that an Owner or Occupant may conduct business activities within the Single Family Residence so long as: (a) the existence or operation of the business activity is not apparent or detectable by sight, sound or smell from outside the Lot; (b) the business activity does not involve persons coming onto the Properties who do not reside in the Properties or door-to-door solicitation of residents of the Properties; and (c) the business activity is consistent with the residential character of the Properties and does not constitute a nuisance, or a hazardous or offensive use, or threaten the security or safety of other residents of the Properties, as may be determined in the sole discretion of the Board. The Board is authorized to promulgate rules and regulations to insure that home businesses comply with the above standards and to make factual determinations regarding the impact of a home business on the residential

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character of the Properties. If, in the judgment of the Board, a home business has a detrimental impact on the residential quality of the Properties or otherwise constitutes a nuisance, it is authorized to require that the Owner cease the home business or alter it to the Board's satisfaction. Notwithstanding anything contained in this Section, the Association may sponsor a community wide garage sale or rummage sale at such location or locations as the Board deems appropriate from time to time. The terms "business" and "trade", as used in this provision, shall be construed to have their ordinary, generally accepted meanings, and shall include, without limitation, any occupation, work or activity undertaken on an ongoing basis which involves the provision of goods or services to persons other than the provider's family and for which the provider receives a fee, compensation, or other form of consideration, regardless of whether: (i) such activity is engaged in full or part-time; (ii) such activity is intended to or does generate a profit; or (iii) a license is required therefor. Notwithstanding the above, the leasing of a Single Family Residence shall not be considered a trade or business within the meaning of this Section. This Section shall not apply to any activity conducted by the Declarant or by a Builder with the approval of the Declarant, with respect to the development and sale of the Lots and Single Family Residences in the Properties.

SECTION 2. LIVING AREA REQUIREMENTS. The total living area of the Single Family Residence on a Lot shall not be less than the applicable minimum number of square feet or maximum number of square feet specified in the Supplemental Declaration applicable to such Lot, if any, or in the Builder Guidelines adopted by the ARC which are applicable to such Lot. The Single Family Residences constructed on the Lots within the Initial Subdivision shall contain not less than the following applicable minimum number of square feet:

<u>Initial Subdivision</u>	<u>Minimum Square Feet</u>
Park Spring, Section 1	1,200

SECTION 3. TYPE OF CONSTRUCTION. A minimum of 50% of the exterior wall area of all Single Family Residences, exclusive of doors and windows, shall be masonry or brick veneer construction, unless a variance from this restriction is specifically approved in writing by the ARC. No detached garage or accessory building shall exceed in height the dwelling to which it is appurtenant without the written consent of the ARC. Every garage and accessory building (except a greenhouse) shall correspond in style and architecture with the dwelling to which it is appurtenant. No structure of any kind or character which incorporates wood construction on the exterior shall be erected on any Lot unless such structure receives at least two coats of paint at the time of construction or the exterior is of redwood or cedar material.

SECTION 4. GARAGES, DRIVEWAYS AND SIDEWALKS. Each Single Family Residence must have an attached or detached garage with an automatic garage door opener. Garage doors shall be kept closed except when opened for the entry or exit of

vehicles. Each Owner shall construct and maintain at his expense a concrete driveway with a minimum width of ten (10) feet from the garage of his residence to the abutting Street, including the portion of the driveway in the street easement, and the Owner shall repair at his expense any damage to the Street occasioned by connecting the driveway thereto. Each Owner shall also maintain, repair and replace, when necessary, the sidewalk along the front of his Lot as well as the sidewalk on the side of corner Lots, if sidewalks are required by the Builder Guidelines.

SECTION 5. ANTENNAE AND SATELLITE DISHES. No television, radio, or other electronic towers, aerials, antennae, satellite dishes or device of any type for the reception or transmission of radio or television broadcasts or other means of communication shall be erected, constructed, placed or permitted to remain on any Lot or upon any improvements thereon, except that this prohibition shall not apply to those antennae specifically covered by the regulations promulgated under the Telecommunications Act of 1996, as amended from time to time. The Board is empowered to adopt rules governing the types of antennae that are permissible in the Properties and to establish reasonable, non-discriminatory restrictions relating to safety, location and maintenance of antennae. To the extent that receipt of an acceptable signal would not be impaired, an antenna permissible pursuant to the Rules may only be installed in a side or rear yard location, not visible from the Street, and integrated with the dwelling and surrounding landscape. Antennae shall be installed in compliance with all state and local laws and regulations.

SECTION 6. ANIMALS AND PETS. No animals, livestock, or poultry of any kind may be raised, bred, kept, or permitted on any Lot, with the exception of a maximum of three (3) dogs, cats or other usual and common household pets (excluding in such maximum number, fish and birds); provided, however, those pets which are permitted to roam free, or which in the sole discretion of the Board, endanger health, make objectionable noise, or constitute a nuisance or inconvenience to the Owners or Occupants within the Properties may be removed by the Board. No pets shall be kept, bred or maintained for any commercial purpose. Dogs which are household pets shall at all times whenever they are outside a Single Family Residence be on a leash or otherwise confined in a manner acceptable to the Board. Without prejudice to the Board's right to remove any such household pet, the owner of a pet that has caused damage to property shall be responsible for compensating the owner of the damaged property, but the Association shall have no obligation to enforce such obligation. Animal control authorities shall be permitted to enter the Properties to patrol and remove pets. Pets shall be registered, licensed and inoculated as required by law.

SECTION 7. WINDOW AIR CONDITIONERS. No window or wall type air conditioners shall be permitted to be used, erected, placed or maintained on or in any Single Family Residence, except that the ARC may, at its discretion, permit window or wall type air conditioners to be installed if such unit, when installed, shall not be visible from a Street or any other Lot.

SECTION 8. RENTING OR LEASING. Single Family Residences may be rented or leased only by written leases and subject to the restriction that all tenants shall be subject to the terms and conditions of this Declaration and the rules and regulations promulgated by the Association as though such tenant were an Owner. Each Owner of a Single Family Residence agrees to cause his tenants to comply with this Declaration and the rules and regulations promulgated pursuant hereto, and is responsible and liable for all violations and losses caused by such tenants, notwithstanding the fact that such tenants are fully liable for any such violation. All provisions of this Declaration and of any rules and regulations promulgated pursuant hereto which govern the conduct of Owners of a Single Family Residence and which provide for sanctions against Owners shall also apply to all Occupants of a Single Family Residence even though such Occupants are not specifically mentioned. Each Owner who leases his residence shall provide the Association with the name of his tenant and a mailing address where such Owner can be contacted at all times.

SECTION 9. VEHICLES AND PARKING. The term "vehicles", as used herein, shall refer to all motorized vehicles including, without limitation, automobiles, trucks, motor homes, boats, trailers, motorcycles, minibikes, scooters, go-carts, campers, buses, and vans. No vehicle may be parked or left upon any Lot in the Properties, except in a garage or other area designated by the Board, and in driveways for such temporary periods as may be specified by the Board from time to time. Any vehicle parked or left not in accordance with this section shall be considered a nuisance. No motorized vehicles shall be permitted on pathways or unpaved Common Area except for public safety vehicles and vehicles authorized by the Board.

SECTION 10. DISPOSAL OF TRASH. No trash, rubbish, garbage, manure, debris, or offensive material of any kind shall be kept or allowed to remain on any Lot, nor shall any Lot be used or maintained as a dumping ground for such materials. All such matter shall be placed in sanitary refuse containers constructed of metal, plastic or masonry materials with tight fitting sanitary covers or lids and placed in an area adequately screened from public view by planting or fencing. All rubbish, trash, and garbage shall be regularly removed and not allowed to accumulate. Equipment used for the temporary storage and/or disposal of such material prior to removal shall be kept in a clean and sanitary condition and shall comply with all current laws and regulations and those which may be promulgated in the future by any federal, state, county, municipal or other governmental body with regard to environmental quality and waste disposal. In a manner consistent with good housekeeping, the Owner of each Lot shall remove such prohibited matter from his Lot at regular intervals at his expense.

SECTION 11. DRAINAGE. Catchbasins and drainage areas are for the purpose of natural flow of water only. No obstructions or debris shall be placed in these areas. No Owner or Occupant of a Lot may obstruct or rechannel the drainage flows after location and installation of drainage swales, storm sewers or storm drains.

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SECTION 12. CLOTHESLINES, GARBAGE CANS, WOODPILES, ETC. All clotheslines, garbage cans, woodpiles, swimming pool pumps, filters and related equipment and other similar items shall be located or screened so as to be concealed from view of neighboring streets and property.

SECTION 13. WEAPONS AND FIREWORKS. The use of fireworks, firearms and other weapons within the Properties is prohibited. The term "firearms" includes "B-B" guns, pellet guns, and small firearms of all types. Nothing contained in this Declaration shall be construed to require the Association to take action to enforce this Section.

SECTION 14. TEMPORARY BUILDINGS. Temporary buildings or structures shall not be permitted on any Lot, provided, however, Declarant may permit temporary toilet facilities, sales and construction offices and storage areas to be used by Builders in connection with the construction and sale of residences and by contractors performing land development activities within the Properties for Declarant. Builders may use garages as sales offices for the time during which such Builders are marketing homes. At the time of the sale of a Single Family Residence by a Builder any garage appurtenant to such residence used for sales purposes must be reconverted to a functional garage in compliance with the plans approved by the ARC.

SECTION 15. GRASS AND SHRUBBERY. The Owner of each Lot shall install or cause to be installed solid sod grass in the area between the front of his residence and the curb line of the abutting Street and the side yard of such Lot out to the curb on all corner Lots and landscape his Lot in accordance with the Landscaping Guidelines. Grass and weeds shall be kept mowed to prevent unsightly appearance, and all curbs, drives and walkways shall be kept edged. Dead or damaged trees shall be promptly removed or replaced, and if not removed by the Owner upon request, then the Association may remove or cause to be removed such trees at the Owner's expense and shall not be liable for damage caused by such removal. The Association may plant, install and maintain shrubbery and other screening devices on utility easements around boxes, transformers and other above-ground utility equipment, and mow and maintain the grass around such areas. The Association shall have the right to enter upon the Lots to plant, install, maintain and replace such shrubbery or other screening devices, and mow and maintain grass around such areas following reasonable advance notice to the Owner of such Lot.

SECTION 16. TRAFFIC SIGHT AREAS. All Lots located at Street intersections shall be landscaped so as to permit safe sight across the Street corners. No fence, wall, hedge, or shrub planting shall be placed or permitted to remain where this would create a traffic or sight problem.

SECTION 17. MAILBOXES AND HOUSE NUMBERS. Each Single Family Residence shall have an individual mailbox or assigned space in a cluster box which complies with U.S. Postal Service requirements and the specifications for mailboxes approved or prescribed by the Board or the ARC. The placement of an individual mailbox

on a Lot shall be at a location approved by the ARC. Each Lot shall have a house number identifying its street address made of materials and a color or colors specified by the ARC in keeping with the overall character and aesthetics of the community. Different materials and/or colors for street numbers may be specified by the ARC for different Neighborhoods or platted subdivisions.

SECTION 18. DISPOSAL UNITS. Each kitchen in each Single Family Residence shall be equipped with a garbage disposal unit in a serviceable condition.

SECTION 19. PRIVATE UTILITY LINES. All electrical, telephone, telecommunication, natural gas and other utility lines and facilities which are located on a Lot and are not owned by a governmental entity or a public utility company shall be installed underground unless otherwise approved in writing by the ARC.

SECTION 20. ROOFTOP ELEMENTS. Unless otherwise approved by the ARC, all stack vents and attic ventilators shall be located on the rear slopes of roofs and mounted perpendicular to the ground plane. All exposed roof stack vents, flashings, attic ventilators, etc. on each Single Family Residence must be painted to match the color of the roof of the Single Family Residence unless otherwise approved by the ARC. No solar collectors shall be allowed on any roof slope visible from a Street, the Common Area or any other Lot.

SECTION 21. DECORATIONS. On front lawns of Lots and on any portion of a Lot visible from any Street, there shall be no decorative appurtenances placed, such as sculptures, birdbaths and birdhouses, fountains or other decorative embellishments of any kind unless such specific items have been approved in writing by the ARC as part of the landscaping plan for such Lot or are installed in accordance with Rules adopted by the Board for such purpose.

SECTION 22. PLAYGROUND EQUIPMENT. All playground equipment on a Lot must be placed at the rear of the Lot at a specific location approved by the ARC and behind a fence or otherwise screened from public view from any Street abutting the Lot.

SECTION 23. OUTBUILDINGS. No treehouse, children's playhouse, storage building, outbuilding or structure shall be permitted on any Lot in the Properties without prior written approval of the ARC or the Modifications Committee, as the case may require. Outbuildings or other structures, temporary or permanent, other than the main residence or garage shall be limited to ten feet (10') in height and each outbuilding may not exceed 120 square feet of floor area. The roof lines of any such outbuildings or structures shall have slope, color and materials similar to those of the main dwelling on the Lot. The floor of a treehouse or other playstructure must be not more than three (3) feet from the ground. Temporary structures may be used as building offices and other related purposes by Declarant or a Builder. Metal storage buildings shall not be permitted. The ARC or the Modifications Committee shall be entitled to review and approve or disapprove, without limitation, all outbuildings, playstructures (including basketball backboards and hoops), and

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storage structures. Any such outbuilding will be required to be constructed with material and design that is determined by the ARC or Modifications Committee to be architecturally and aesthetically compatible with the design of the Single Family Residence thereon and other structures in the Properties. All playground and recreational equipment pertaining to a Lot must be placed at the rear of such Lot. No basketball hoop and/or backboard shall be installed closer to the front or side Lot lines facing on any adjacent Street than the applicable building set-back line along such Street. No outbuilding or play structure will be permitted to (a) be placed on an easement; or (b) be located nearer to a Lot boundary than the applicable building set-back established by plat or Supplemental Declaration.

SECTION 24. SIGNS. No sign or emblem of any kind may be kept or placed upon any Lot or mounted, painted or attached to any Single Family Residence, fence or other improvement upon such Lot so as to be visible from public view except the following:

(a) **For Sale Signs.** An Owner may erect one (1) sign on his Lot, not exceeding 2' x 3' in area, fastened only to a stake in the ground and extending not more than three (3) feet above the surface of such Lot advertising the property for sale.

(b) **Declarant's Signs.** Declarant may erect and maintain a sign or signs deemed reasonable and necessary for the construction, development, operation, promotion, leasing and sale of the Lots.

(c) **Builders' Signs.** Any Builder may utilize one professional sign (of not more than five (5) square feet in size) per Lot for advertising and sales promotion of the residence on such Lot.

(d) **Political Signs.** Political signs may be erected upon a Lot by the Owner of such Lot advocating the election of one or more political candidates or the sponsorship of a political party, issue or proposal, provided that such signs shall not be erected more than thirty (30) days in advance of the election to which they pertain and shall be removed within ten (10) days after such election.

(e) **School Spirit Signs.** Signs containing information about one or more children residing in the Single Family Residence and the school they attend shall be permitted so long as the sign is not more than 36" x 36". There shall be no more than one sign for each child under the age of eighteen (18), residing in the Single Family Residence. Banners are not permitted.

(f) **Security Signs/Stickers.** Signs or stickers provided to an Owner by a commercial security or alarm company providing service to the Single Family Residences shall be permitted so long as the sign is not more than 12" x 12" or the sticker is no more than 4" x 4". There shall be no more than one sign per Lot and

stickers on no more than fifty percent (50%) of the windows and one on the front door or front entry area.

No sign permitted by this Section shall be lighted. In addition to any other remedies provided for in this Declaration, the Board of Directors or its duly authorized agent shall have the power to enter upon a Lot to remove any sign which violates this Section provided the violating Owner has been given forty-eight (48) hours written notice by the Board of Directors of its intent to exercise self-help. All costs of self-help, including reasonable attorney's fees actually incurred, shall be assessed against the violating Owner and shall be collected as provided for herein for the collection of Assessments.

SECTION 25. FENCES. No fence or wall shall be erected on any Lot nearer to the Street than the minimum setback from the Street shown on the plat of the subdivision containing such Lot; provided, however, on corner Lots the fence on the side of the Lot may be located on the lot line up to the point where the side Lot line intersects the setback at the front of the Lot. Further, unless otherwise approved by the ARC, no fence shall be constructed across or within a utility easement. The plans for all fences must be approved by the ARC which shall have the power to specify acceptable materials. No chain link fences shall be permitted within the Properties.

SECTION 26. WINDOW TREATMENTS. Within three (3) months of occupying a residence, the Owner of such residence shall install window treatments or coverings in accordance with the Builder Guidelines. Expressly prohibited both before and after the initial three (3) months of occupancy are any temporary or disposable coverings not consistent with the aesthetics of the Subdivision, such as reflective materials, sheets, newspaper, shower curtains, fabric not sewn into finished curtains or draperies, paper, aluminum foil, plastic, cardboard, or other materials not expressly made for or commonly used by the general public for permanent window coverings in a development of the same caliber as the Subdivision.

SECTION 27. OWNER'S MAINTENANCE. Each Owner and Occupant of a Lot shall at all times be obligated to maintain his property and all improvements thereupon (including the area between the boundary lines of his Lot and curb or edge of adjacent Streets), so as to keep same in a clean, sightly and safe condition and to conform with the Landscaping Guidelines and any specific standards which the Board of Directors may adopt by resolution for the Properties. Unless expressly assumed by the Association, an Owner's maintenance obligation shall include, but not be limited to: the maintenance of all visible exterior surfaces of all buildings and other improvements; the prompt removal of all paper, debris, and refuse; the removal and replacement of dead and diseased trees and plantings; the removal of all snow and ice from paved areas; the repair, replacement, cleaning and relamping of all signs and lighting fixtures; the mowing, watering, fertilizing, weeding, replanting and replacing of all approved landscaping; and, during construction, the cleaning of dirt, construction debris and other construction-related refuse from Streets and storm drains and inlets at least every two (2) weeks. In the event an Owner fails to

maintain his property as specified above, the Association may enter upon the applicable Lot to perform the necessary work as more specifically set forth in Section 8 of Article X hereof.

SECTION 28. DAMAGE AND DESTRUCTION. Each Owner shall maintain, at their expense, casualty insurance on their Single Family Residence in an amount not less than the replacement cost. In the event a Single Family Residence shall be partially or entirely destroyed by fire or other casualty, such Single Family Residence shall either be repaired and restored within a reasonable period of time or demolished and the Lot landscaped so that no damaged portion of the former structure remains visible. Subject only to the rights of the holder of a first Mortgage lien on a damaged or destroyed residence, the insurance proceeds from any insurance policy covering a damaged or destroyed Single Family Residence shall be first applied to such repair, restoration or replacement of such residence, or to the demolition of such residence and landscaping of such Lot. Each Owner shall be responsible for the repair, restoration, replacement or demolition of the Single Family Residence owned by such Owner pursuant to the terms of this Declaration. Any such repair, restoration or replacement shall (subject to advances and changes in construction techniques and materials generally used in such construction and then current generally accepted design criteria) be in accordance with the plans and specifications for the original construction of the Single Family Residence unless otherwise approved by the ARC. If the proceeds of the insurance available to the Owner of a damaged Single Family Residence are insufficient to pay for the cost of repair, restoration or replacement following a casualty (or demolition and landscaping if the residence is to be demolished), the Owner of such Single Family Residence shall be responsible for the payment of any such deficiency necessary to complete the repair, restoration, replacement or demolition.

ARTICLE VIII
ANNEXATION OF ADDITIONAL PROPERTY AND DEANNEXATION

SECTION 1. UNILATERAL ANNEXATION BY DECLARANT. As long as the Declarant owns any property within the jurisdiction of the Association, the Declarant, as the owner thereof or, if not the owner, with the consent of the owner thereof, shall have the unilateral right, privilege, and option, but not the obligation, at any time and from time to time to annex additional real property adjacent to or in the vicinity of the Initial Subdivision to the jurisdiction of the Association by filing for record either a Supplemental Declaration in respect to the property being annexed which subjects the lots within the annexed property to assessment by the Association on a uniform basis with all other Lots within the Association's jurisdiction or an instrument which describes the annexed property and subjects the lots therein to all of the provisions of this Declaration. Any such annexation shall be effective as to the property described therein upon the filing for record of such Supplemental Declaration or other instrument unless otherwise provided therein.

The right reserved by the Declarant to annex additional land shall not be implied or construed so as to impose any obligation upon Declarant to subject any of the property it

owns other than the property within the Initial Subdivision to this Declaration or to the jurisdiction of the Association. If such additional land is not annexed, Declarant has no obligation to impose any covenants and restrictions similar to those contained herein upon such land nor shall anything contained herein be construed to limit or restrict the use to which such land may be put by Declarant or by any subsequent owner thereof, whether such uses are consistent with the covenants and restrictions imposed hereby or not.

SECTION 2. OTHER ANNEXATIONS. With the consent of the Owner thereof, the Association may annex other real property to the jurisdiction of the Association. Such annexation shall require the affirmative vote of a majority of the Class "A" Members present in person or by proxy at a meeting called for such purpose, and of the Declarant, so long as the Declarant owns property within the jurisdiction of the Association. Annexation pursuant to this Section 2 shall be accomplished by filing of record in the real property records of Harris County, Texas, an annexation agreement describing the property being annexed. Such annexation agreement shall be signed by the President and the Secretary of the Association, and by the owner of the property being annexed, and any such annexation shall be effective upon filing unless otherwise provided therein.

SECTION 3. RIGHTS OF OWNERS OF ANNEXED AREA. The Owners of Lots in annexed property shall be entitled to use the Common Area in the same manner and to the same extent of the Owners of all other property subject to the jurisdiction of the Association provided that such lots are subject to Assessments by the Association on a uniform basis, consistent with the provisions of this Declaration.

SECTION 4. DEANNEXATIONS. Without the approval of any other Owners or Members, the Declarant shall have the exclusive right to deannex and remove any portion of the Properties which is not yet developed at the time of deannexation from the provisions of this Declaration and the jurisdiction of the Association. Such deannexation shall be accomplished by the execution and filing for record an instrument setting forth the land being deannexed.

ARTICLE IX MORTGAGEE PROVISIONS

The following provisions are for the benefit of the holders of Mortgages. To the extent applicable, necessary or proper, the provisions of this Article apply to both this Declaration and to the By-Laws, notwithstanding any other provisions contained herein or therein.

SECTION 1. NOTICES OF ACTION. A Mortgagee who provides written request to the Association (such request to state the name and address of such holder, insurer or guarantor and the description of the affected property), will be entitled to timely written notice of:

- (a) any proposed termination of the Association;
- (b) any condemnation loss or any casualty loss which affects the property on which there is a mortgage or deed of trust held, insured, or guaranteed by such Mortgagee; or
- (c) any delinquency in the payment of Assessments or charges owed by an Owner of the property subject to the Mortgage of such Mortgagee, where such delinquency has continued for a period of sixty (60) days.

SECTION 2. NO PRIORITY. No provision of this Declaration gives or shall be construed as giving any Owner or other party priority over any rights of the Mortgagees in the case of distribution of insurance proceeds or condemnation awards for losses to or a taking of the Common Area.

SECTION 3. NOTICE TO ASSOCIATION. Upon request, each Owner shall be obligated to furnish to the Association the name and address of the holder of any Mortgage encumbering such Owner's property.

ARTICLE X GENERAL PROVISIONS

SECTION 1. TERM. Subject to amendment in accordance with the further provisions hereof, the provisions of this Declaration shall run with and bind the land and shall be and remain in effect for a period of forty (40) years after the date that this Declaration is recorded, after which time they shall be automatically extended for successive periods of ten (10) years, unless an instrument in writing, signed by the Owners of not less than a majority of the Lots subject to the provisions hereof agreeing to terminate this Declaration has been recorded within the year immediately preceding the beginning of a ten (10) year renewal period, in which case this Declaration shall terminate at the end of its original term or the applicable extension period. Every purchaser or grantee of any interest in any real property subject to this Declaration, by acceptance of a deed or other conveyance therefor, thereby agrees that the provisions of this Declaration may be extended and renewed as provided in this Section.

SECTION 2. SEVERABILITY. Invalidation of any one of these covenants by judgment or other court order shall in no wise affect any other provisions, which shall remain in full force and effect except as to any terms and provisions which are invalidated.

SECTION 3. GENDER AND GRAMMAR. The singular wherever used herein shall be construed to mean or include the plural when applicable, and the necessary grammatical changes required to make the provisions hereof apply either to corporations (or other entities) or individuals, male or female, shall in all cases be assumed as though in each case fully expressed.

SECTION 4. TITLES. The titles of this Declaration of Articles and Sections contained herein are included for convenience only and shall not be used to construe, interpret, or limit the meaning of any term or provision contained in this Declaration.

SECTION 5. AMENDMENT. This Declaration may be amended unilaterally at any time and from time to time by Declarant without approval by the Members or any Owners (a) if such amendment is necessary to bring any provision hereof into compliance with any applicable governmental statute, rule, or regulation or judicial determination which shall be in conflict therewith; (b) if such amendment is required by an institutional or governmental lender or purchaser of mortgage loans, including, for example, the Federal National Mortgage Association or Federal Home Loan Mortgage Corporation, to enable such lender or purchaser to make or purchase mortgage loans on the property subject to this Declaration; (c) if such amendment is necessary to enable any governmental agency or reputable private insurance company to insure mortgage loans on the property subject to this Declaration; or (d) for any other purpose, provided that the amendment has no material adverse effect upon any right of any Owner or that the Owner or Owners so affected have consented thereto.

In addition to the amendments described above, this Declaration may be amended at any time by an instrument signed by the Owners of more than fifty percent (50%) of the Lots subject to this Declaration and, as long as the Class "B" Membership exists, the Declarant; provided, however, no amendment may remove, revoke, or modify any right or privilege of Declarant without the written consent of Declarant. Any amendment to this Declaration must be recorded in the real property records of Harris County, Texas.

SECTION 6. MERGER AND CONSOLIDATION. Upon a merger or consolidation of the Association with another non-profit corporation organized for the same or similar purposes, the Association's properties, rights, and obligations may be transferred to the surviving or consolidated association, or alternatively, the properties, rights and obligations of another association may be added to the properties, rights and obligations of the Association as a surviving corporation pursuant to a merger. The surviving or consolidated association shall administer the covenants, conditions and restrictions established by this Declaration, together with the covenants, conditions and restrictions applicable to the properties of the other association as one scheme. No merger or consolidation shall be permitted except with the approval by two-thirds (2/3rds) vote of the Class "A" Members present in person or by proxy at a meeting called for such purpose and, until the termination of the Class "B" Membership, the Declarant.

SECTION 7. DISSOLUTION. The Association may be dissolved with the approval by two-thirds (2/3rds) vote of the Class "A" Members present in person or by proxy at a meeting called for such purpose and, until the termination of the Class "B" Membership, the Declarant. Upon dissolution of the Association, other than incident to a merger or consolidation, the assets of the Association shall be dedicated to an appropriate public

agency to be used for purposes similar to those for which the Association was created. In the event that such dedication is refused acceptance, such assets shall be granted, conveyed and assigned to any non-profit corporation, association, trust or other organization to be devoted to such similar purposes.

SECTION 8. ENFORCEMENT. Each Owner and Occupant shall comply strictly with the covenants, conditions, and restrictions set forth in this Declaration, as may be amended from time to time, and with the rules and regulations adopted by the Board. The Board may impose fines or other sanctions, which shall be collected as provided herein for the collection of assessments. Failure to comply with this Declaration or the rules and regulations shall be grounds for an action to recover sums due for damages, injunctive relief, or any other remedy available at law or in equity, maintainable by the Board, on behalf of the Association, or by any Owner of a portion of the Properties. Failure of the Board or any other Person to enforce any of the provisions herein contained shall in no event be deemed a waiver of the right to do so thereafter. The Association shall also have the right to enforce, by any proceeding at law or in equity, any other restrictions, conditions, covenants and liens imposed upon any portion of the Properties which by the terms of the instrument creating same grant the Association the power to enforce same, and failure of the Association to enforce such provisions shall in no event be deemed a waiver of the right to do so thereafter.

In addition to any other remedies provided for herein, the Association or its duly authorized agent shall have the power to enter upon a Lot to abate or remove, using such force as may be reasonably necessary, any erection, thing or condition which violates this Declaration, its rules and regulations, the Builder Guidelines, or the Landscaping Guidelines. Except in the case of emergency situations, and as otherwise specified herein, the Association shall give the violating Owner ten (10) days' written notice of its intent to exercise self-help. All costs of self-help, including reasonable attorney's fees actually incurred, shall be assessed against the violating Owner and shall be collected as provided for herein for the collection of Assessments.

SECTION 9. RIGHT OF ENTRY. The Association shall have the right, but not the obligation, to enter into any Lot for emergency, security, and safety reasons, and to inspect for the purpose of ensuring compliance with this Declaration, the By-Laws, and the Association's rules, which right may be exercised by the Association's Board of Directors, officers, agents, employees, managers, and all policemen, firemen, ambulance personnel, and similar emergency personnel in the performance of their respective duties. Except in an emergency situation, entry shall only be during reasonable hours and after notice to the Owner. This right of entry shall include the right of the Association to enter a Lot to cure any condition which may increase the possibility of a fire or other hazard in the event an Owner fails or refuses to cure the condition within a reasonable time after request by the Board.

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SECTION 10. NOTICE OF SALE OR TRANSFER OF TITLE. In the event that an Owner sells or otherwise transfers title to his or her Lot, as specified in Section 3 of Article III such Owner shall give the Association written notice of the name and address of the purchaser or transferee, the date of such transfer of title, and such other information as the Board of Directors may reasonably require. Until such written notice is received by the Association, the transferor shall continue to be jointly and severally responsible for all obligations of the Owner of the Lot hereunder, including payment of Assessments, notwithstanding the transfer of title to the Lot.

SECTION 11. CUMULATIVE EFFECT; CONFLICT. The covenants, restrictions and provisions of this Declaration shall be cumulative with the Supplemental Declarations; provided, however, in the event of conflict between the provisions of this Declaration and any Supplemental Declaration, the provisions of this Declaration shall prevail, it being intended that all Supplemental Declarations be subject and subordinate to this Declaration.

IN WITNESS WHEREOF, this Declaration of Covenants, Conditions and Restrictions Park Spring is executed as of the 23 day of May, 2003.

DECLARANT:

CET LIMITED,
a Texas limited partnership



By: Mountain Beach Corporation,
its general partner

By: 
Benjamin Cheng, President

FILED
03 MAY 27 AM 11:15
COUNTY CLERK
HARRIS COUNTY TEXAS

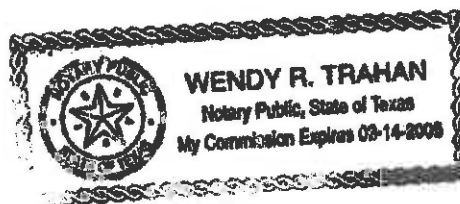
STATE OF TEXAS §
 §
COUNTY OF HARRIS §

THIS INSTRUMENT was subscribed, sworn to and acknowledged before me on May 23, 2003 by Benjamin Cheng, President of Mountain Beach Corporation, Inc., a corporation which is the general partner of CET LIMITED, a Texas limited partnership, on behalf of said partnership.



Notary Public, State of Texas

Printed Name of Notary: _____



Return to:

Fidelity National Title Insurance Company
4572 FM 1960 West
Houston, Texas 77060

563-23-2413

EXHIBIT "A"

11-2-02-393

Exhibit A

PARK SPRING SECTION ONE
METES AND BOUNDS DESCRIPTION
22.382 ACRES OUT OF THE
GEORGE AYERS SURVEY, A-105
HARRIS COUNTY, TEXAS

A tract or parcel of land containing 22.382 acres (974,977 square feet) out of the George Ayers Survey, Abstract No. 105, Harris County, Texas, being a portion of the 92.0000 acre tract conveyed to CET Limited, as recorded under Clerk's File No. V490515 of the Official Public Records of Real Property of Harris County (O.P.R.R.P.H.C.), said 22.382 acres being more particularly described by metes and bounds as follows: (The basis of bearing for this description is the microstation design file, "locationmap.dgn," on file in the office of Van De Wiele Engineering, Inc., Job No. 05200-000-0-DEV)

BEGINNING at a 5/8-inch iron rod found at the most northerly corner of Restricted Reserve "A" of Missouri Pacific Railroad Company, Section One, a subdivision recorded in Volume 360, Page 18 of the Harris County Map Records (H.C.M.R.), being the most easterly corner of the herein described tract, and lying in the southwest right-of-way line of Aldine Westfield Road (width varies);

THENCE SOUTH 58 degrees 36 minutes 14 seconds WEST, 649.90 feet along the northwest line of said Restricted Reserve "A" to a 5/8-inch iron rod found at an easterly interior corner of the herein described tract;

THENCE SOUTH 31 degrees 58 minutes 55 seconds EAST, 222.19 feet along the southwest line of said Restricted Reserve "A" to a 5/8-inch iron rod set at a southeasterly corner of the herein described tract;

THENCE SOUTH 58 degrees 38 minutes 22 seconds WEST, 213.36 feet to a 5/8-inch iron rod set at a southerly corner of the herein described tract;

THENCE NORTH 31 degrees 21 minutes 38 seconds WEST, 17.45 feet to a 5/8-inch iron rod set at a southerly interior corner of the herein described tract;

THENCE SOUTH 58 degrees 38 minutes 22 seconds WEST, 847.23 feet to a 5/8-inch iron rod set at the most southerly corner of the herein described tract;

THENCE NORTH 82 degrees 10 minutes 35 seconds WEST, 60.00 feet to a 5/8-inch iron rod set at a southwesterly corner of the herein described tract;

THENCE NORTHERLY along a curve to the left through a central angle of 16 degrees 25 minutes 46 seconds to a 5/8-inch iron rod set at a southwesterly corner of the herein described tract, said curve having a radius of 270.00 feet, an arc length of 77.42 feet, and a long chord length of 77.16 feet bearing NORTH 00 degrees 23 minutes 28 seconds WEST;

509-28-243

THENCE NORTH 08 degrees 36 minutes 21 seconds WEST, 19.05 feet to a 5/8-inch iron rod set at a southwesterly interior corner of the herein described tract;

THENCE SOUTH 81 degrees 23 minutes 39 seconds WEST, 122.12 feet to a 5/8-inch iron rod set at a southwesterly corner of the herein described tract;

THENCE NORTH 53 degrees 36 minutes 21 seconds WEST, 14.14 feet to a 5/8-inch iron rod set at a southwesterly corner of the herein described tract;

THENCE NORTH 08 degrees 36 minutes 21 seconds WEST, 137.52 feet to a 5/8-inch iron rod set at a southwesterly corner of the herein described tract;

THENCE NORTH 06 degrees 47 minutes 50 seconds EAST, 259.60 feet to a 5/8-inch iron rod set at a westerly corner of the herein described tract;

THENCE NORTHERLY along a curve to the left through a central angle of 09 degrees 16 minutes 11 seconds to a 5/8-inch iron rod set at a northwesterly corner of the herein described tract, said curve having a radius of 1,706.00 feet, an arc length of 276.01 feet, and a long chord length of 275.71 feet bearing NORTH 02 degrees 09 minutes 45 seconds EAST;

THENCE NORTH 87 degrees 31 minutes 39 seconds EAST, 184.00 feet to a 5/8-inch iron rod set at a northwesterly interior corner of the herein described tract;

THENCE NORTHERLY along a curve to the left through a central angle of 00 degrees 57 minutes 45 seconds to a 5/8-inch iron rod set at a northwesterly corner of the herein described tract, said curve having a radius of 1,890.00 feet, an arc length of 31.75 feet, and a long chord length of 31.75 feet bearing NORTH 02 degrees 57 minutes 13 seconds WEST;

THENCE NORTH 83 degrees 33 minutes 28 seconds EAST, 228.13 feet to a 5/8-inch iron rod set at a northerly corner of the herein described tract;

THENCE NORTH 76 degrees 30 minutes 32 seconds EAST, 168.02 feet to a 5/8-inch iron rod set at a northerly corner of the herein described tract;

THENCE NORTH 68 degrees 30 minutes 26 seconds EAST, 125.23 feet to a 5/8-inch iron rod set at a northerly corner of the herein described tract;

THENCE NORTH 58 degrees 36 minutes 27 seconds EAST, 139.19 feet to a 5/8-inch iron rod set at a northerly corner of the herein described tract;

THENCE SOUTH 31 degrees 23 minutes 46 seconds EAST, 92.23 feet to a 5/8-inch iron rod set at a northerly interior corner of the herein described tract;

THENCE NORTH 58 degrees 36 minutes 14 seconds EAST, 60.00 feet to a 5/8-inch iron rod set at a northerly corner of the herein described tract;

THENCE EASTERLY along a curve to the left through a central angle of 90 degrees 00 minutes 00 seconds to a 5/8-inch iron rod set at a northerly corner of the herein described tract, said curve having a radius of 25.00 feet, an arc length of 39.27 feet, and a long chord length of 35.36 feet bearing SOUTH 76 degrees 23 minutes 46 seconds EAST;

THENCE NORTH 58 degrees 36 minutes 14 seconds EAST, 89.99 feet to a 5/8-inch iron rod set at a northerly interior corner of the herein described tract;

THENCE NORTH 31 degrees 23 minutes 33 seconds WEST, 387.23 feet to a 5/8-inch iron rod set at a northerly corner of the herein described tract;

THENCE NORTH 35 degrees 27 minutes 05 seconds EAST, 101.08 feet to a 5/8-inch iron rod set at a northerly corner of the herein described tract;

THENCE NORTH 42 degrees 18 minutes 33 seconds EAST, 73.57 feet to a 5/8-inch iron rod set at a northerly corner of the herein described tract;

THENCE NORTH 58 degrees 02 minutes 27 seconds EAST, 115.00 feet to a 5/8-inch iron rod set at a northerly corner of the herein described tract;

THENCE SOUTH 31 degrees 57 minutes 33 seconds EAST, 13.26 feet to a 5/8-inch iron rod set at a northerly interior corner of the herein described tract;

THENCE NORTH 58 degrees 02 minutes 27 seconds EAST, 194.00 feet to a 5/8-inch iron rod set at the most northerly corner of the herein described tract, lying in said southwest right-of-way line of Aldine Westfield Road;

THENCE SOUTH 31 degrees 57 minutes 33 seconds EAST, 628.20 feet along said southwest right-of-way line of Aldine Westfield Road to the POINT OF BEGINNING of the herein described tract, containing 22.382 acres (974,977 square feet) of land.



S & V SURVEYING, INC.

BY: *Ottis Ray Lester*
3/24/03

March 24, 2003
Job No. 05230-001-1-PLT

I:\GENERAL\M&B\05230\05230-22.382 Sec 1.wpd

PARK SPRING SECTION 1

A SUBDIVISION OF 22.38 ACRES OF LAND OUT OF THE
ELI HANKS SURVEY, A-360, GEORGE AYERS SURVEY, A-105,
HARRIS COUNTY, TEXAS.

112 LOTS 3 RESTRICTED RESERVES 6 BLOCKS

OWNER: CET LIMITED, c/o Mr. Benjamin Cheng,
DEVELOPMENT MANAGER: AJROUS DEVELOPMENT SERVICES LTD.,
c/o Mr. Gavin Parrish,

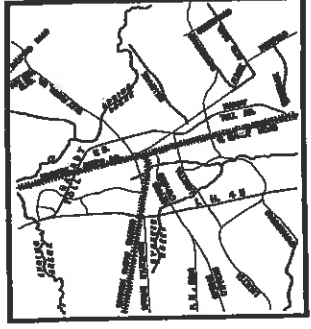
ENGINEER: Van De Wiele Engineering, Inc., c/o Mr. Jeff Vogler, V. P.,
PLANNER: NORTHRUP ASSOCIATES, INC. c/o Tom Nordrup

LAND PLANNING - ENVIRONMENTAL - REAL ESTATE CONSULTANTS

SCALE: 1" = 100' FEBRUARY 24, 2003 MARKING

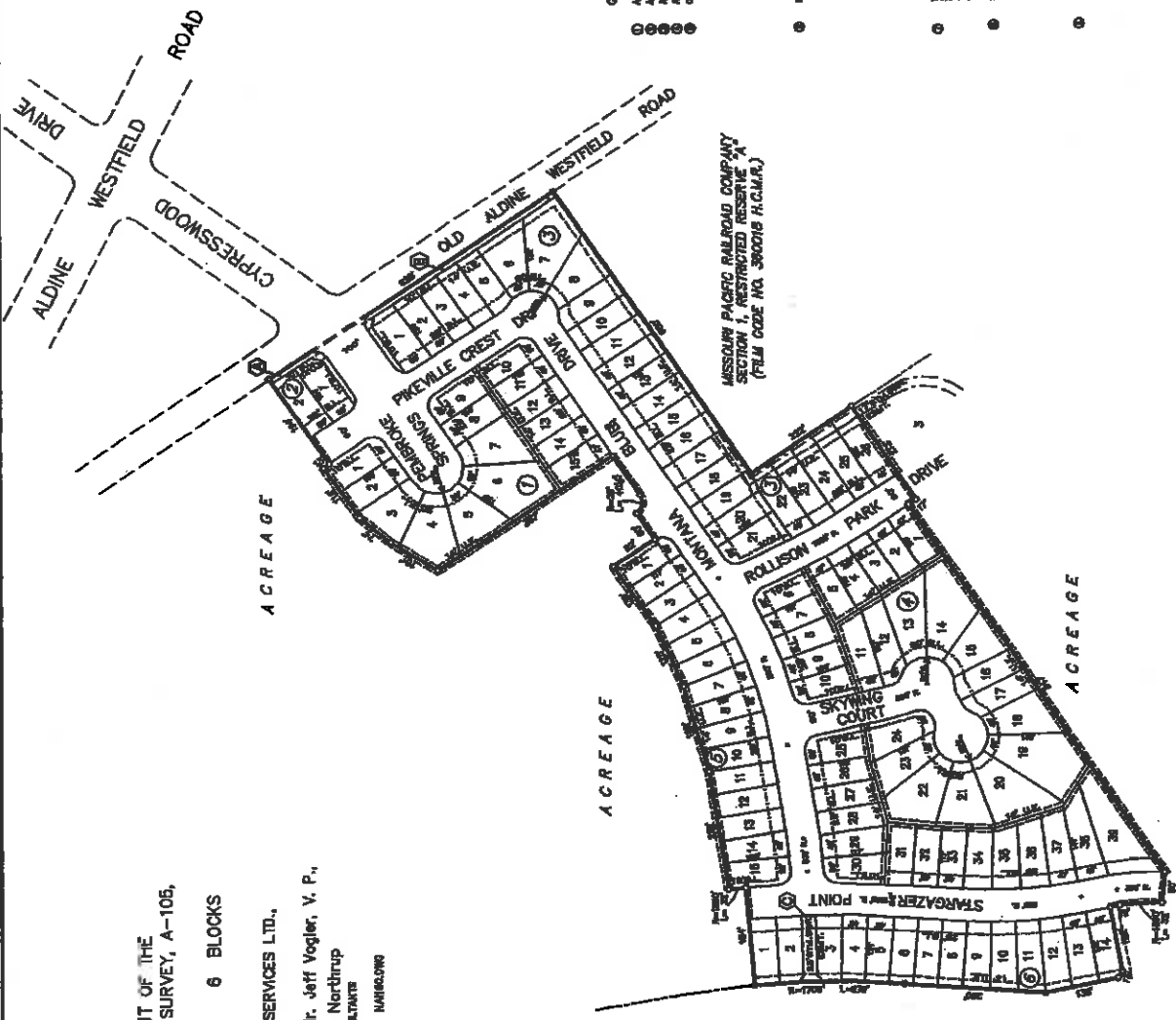
- (A) RESTRICTED RESERVE "A"
3,000 SQ. FT. - 0.07 ACRES
RESTRICTED TO
LANDSCAPE / OPEN SPACE
- (B) RESTRICTED RESERVE "B"
6,000 SQ. FT. - 0.13 ACRES
RESTRICTED TO
LANDSCAPE / OPEN SPACE
- (C) RESTRICTED RESERVE "C"
3,000 SQ. FT. - 0.07 ACRES
RESTRICTED TO
LANDSCAPE / OPEN SPACE

RECORDING AND INDEXING INFORMATION



VICINITY MAP
N.T.S.

- GENERAL NOTES:**
1. ALL STREET WIDTHS ARE SHOWN AS THE CENTERLINE WIDTH.
 2. ALL DRIVEWAYS ARE 10'-0" WIDE AND ALL SIDEWALKS ARE 5'-0" WIDE.
 3. ALL DRIVEWAYS AND SIDEWALKS ARE TO BE CONCRETE WITH 2" CURBS.
 4. ALL DRIVEWAYS AND SIDEWALKS ARE TO BE 18" ABOVE FINISHED GRADE.
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MISSOURI PACIFIC RAILROAD COMPANY
SECTION 1, RESTRICTED RESERVE
(FROM CODE NO. 380018 H.C.M.R.)

668-28-2416

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 on

MAY 27 2003



Dorely B. Kaufman
COUNTY CLERK
HARRIS COUNTY, TEXAS

TRAVIS TITLE COMPANY

GF# 037899-14

X151252
10/30/03 200324561

\$15.00

**FIRST AMENDMENT TO THE DECLARATION OF COVENANTS,
CONDITIONS AND RESTRICTIONS FOR PARK SPRING**

Amend
15
g

THIS FIRST AMENDMENT TO THE DECLARATION OF COVENANTS, CONDITIONS AND RESTRICTIONS FOR PARK SPRING (this "Amendment") is made as of the date and year set forth on the signature page hereof, by CET LIMITED, a Texas limited partnership (herein referred to and acting as "Declarant").

WITNESSETH:

WHEREAS, Declarant executed that certain DECLARATION OF COVENANTS, CONDITIONS AND RESTRICTIONS FOR PARK SPRING dated May 23, 2003 which was filed on May 27, 2003 under County Clerk's File No. W694433 and recorded in the Official Public Records of Real Property of Harris County, Texas (the "Declaration") and which imposed covenants, conditions and restrictions on certain property as more particularly described therein;

WHEREAS, Section 5 of Article X of the Declaration provides that it may be amended unilaterally by Declarant; and

WHEREAS, the Declarant wishes to unilaterally amend the Declaration in certain respects.

NOW, THEREFORE, the Declarant hereby amends the Declaration as follows:

1. Section 2 of Article VII of the Declaration is hereby amended and restated to read as follows:

"SECTION 2. LIVING AREA REQUIREMENTS. The total living area of the Single Family Residence on a Lot shall not be less than the applicable minimum number of square feet or maximum number of square feet specified in the Supplemental Declaration applicable to such Lot, if any, or in the Boulder Guidelines adopted by the ARC which are applicable to such Lot. The Single Family Residences constructed on any Lot subject to this Declaration shall contain not less than 1,100 square feet."

2. Section 3 of Article VII of the Declaration is hereby amended and restated to read as follows:

"SECTION 3. TYPE OF CONSTRUCTION. A minimum of 50% of the exterior wall area of all Single Family Residences, exclusive of doors and windows, shall be masonry or brick veneer construction, unless a variance from this restriction is specifically approved in writing by the ARC. The foregoing sentence shall only apply to the first floor of any two-story home. No detached garage or accessory building

67-22-53-44

shall exceed in height the dwelling to which it is appurtenant without the written consent of the ARC. Every garage and accessory building (except a greenhouse) shall correspond in style and architecture with the dwelling to which it is appurtenant. No structure of any kind or character which incorporates wood construction on the exterior shall be erected on any Lot unless such structure receives at least two coats of paint at the time of construction or the exterior is of redwood or cedar material."

3. Section 24 of Article VII of the Declaration is hereby amended and restated to read as follows:

"SECTION 24. SIGNS. No sign or emblem of any kind may be kept or placed upon any Lot or mounted, painted or attached to any Single Family Residence, fence or other improvement upon such Lot so as to be visible from public view except the following:

(a) **For Sale Signs.** An Owner may erect one (1) sign on his Lot, not exceeding 2' x 3' in area, fastened only to a stake in the ground and extending not more than three (3) feet above the surface of such Lot advertising the property for sale.

(b) **Declarant's Signs.** Declarant may erect and maintain a sign or signs deemed reasonable and necessary for the construction, development, operation, promotion, leasing and sale of the Lots.

(c) **Builders' Signs.** Any Builder may utilize one professional sign (of not more than five (5) square feet in size) per Lot for advertising and sales promotion of the residence on such Lot.

(d) **Political Signs.** Political signs may be erected upon a Lot by the Owner of such Lot advocating the election of one or more political candidates or the sponsorship of a political party, issue or proposal, provided that such signs shall not be erected more than thirty (30) days in advance of the election to which they pertain and shall be removed within ten (10) days after such election.

(e) **School Spirit Signs.** Signs containing information about one or more children residing in the Single Family Residence and the school they attend shall be permitted so long as the sign is not more than 36" x 36". There shall be no more than one sign for each child under the age of eighteen (18), residing in the Single Family Residence. Banners are not permitted.

(f) **Security Signs/Stickers.** Signs or stickers provided to an Owner by a commercial security or alarm company providing service to the Single Family Residences shall be permitted so long as the sign is not more than

12" x 12" or the sticker is no more than 4" x 4". There shall be no more than one sign per Lot and stickers on no more than fifty percent (50%) of the windows and one on the front door or front entry area.

No sign permitted by this Section shall be lighted. In addition to any other remedies provided for in this Declaration, the Board of Directors or its duly authorized agent shall have the power to enter upon a Lot to remove any sign which violates this Section provided the violating Owner has been given forty-eight (48) hours written notice by the Board of Directors of its intent to exercise self-help. All costs of self-help, including reasonable attorney's fees actually incurred, shall be assessed against the violating Owner and shall be collected as provided for herein for the collection of Assessments.

Notwithstanding the foregoing, the provisions of this Section 24 shall not apply to any Lot which is used as model home lot by a Builder and shall not apply to promotional signs maintained by a Builder."

4. Except as expressly amended hereby, the Declaration of Covenants, Conditions and Restrictions for Park Spring is not affected hereby and the same is ratified as being in full force and effect.

IN WITNESS WHEREOF, this Amendment is executed effective as of the 23 day of October, 2003.

DECLARANT:

CET LIMITED,
a Texas limited partnership

By: Mountain Beach Corporation,
its general partner

By: 
Benjamin Cheng, President

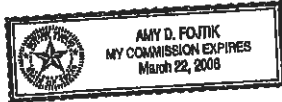
Benjamin Cheng
COUNTY CLERK
HARRIS COUNTY, TEXAS

03 OCT 30 PM 1:00
FILED

577-59-2245

STATE OF TEXAS
COUNTY OF HARRIS

THIS INSTRUMENT was subscribed, sworn to and acknowledged before me on October 23, 2003 by Benjamin Cheng, President of Mountain Beach Corporation, Inc., a corporation which is the general partner of CET LIMITED, a Texas limited partnership, on behalf of said partnership.



Amy D. Fojtik
Notary Public, State of Texas
Printed Name of Notary: Amy D. Fojtik

ANY PROVISION HEREIN WHICH RESTRICTS THE SALE, RENTAL, OR USE OF THE DESCRIBED REAL PROPERTY BECAUSE OF COLOR OR RACE IS VOID 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 on

OCT 30 2003



Dorely B. Layman
COUNTY CLERK
HARRIS COUNTY, TEXAS

Return To:
TRAVIS TITLE CO.
4321 W. Sam Houston Pkwy. N.
Ste. 190
Houston, Texas 77043

TRAVIS TITLE COMPANY

GF# 03789A-14

DECLARATION OF ANNEXATION

PARK SPRING, SECTION TWO (2)

X151255
10/30/03 200324564

\$19.00
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Annex

19

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This Declaration of Annexation is made as of the date hereinafter stated by CET LIMITED, a Texas limited partnership ("Declarant").

WITNESSETH:

WHEREAS, Declarant executed that certain Declaration of Covenants, Conditions and Restrictions for Park Spring dated as of May 23, 2003, which is filed under Clerk's File No. W694433 and recorded in the Official Records of Real Property of Harris County, Texas (the "Official Public Records") as amended by that First Amendment dated of even date herewith and recorded in the Official Public Records (collectively, the "Declaration"), which imposed covenants, conditions and restrictions on certain property described therein;

WHEREAS, Declarant is the owner of that certain approximately 23.29 acre tract of land (the "Annexed Property") which is in the general vicinity of the property encumbered by the Declaration, which such Annexed Property is more particularly described by metes and bounds on Exhibit "A" attached hereto, and which such Annexed Property is anticipated to be platted and subdivided as the Park Spring, Section Two (2) subdivision to be recorded in the Map Records of Harris County, Texas;

WHEREAS, Section 1 of Article VIII of the Declaration gives the Declarant the right to annex additional property into the jurisdiction of the PARK SPRING HOMEOWNERS ASSOCIATION, INC., a non-profit corporation organized to administer the provisions of the Declaration (the "Association"), and to subject such annexed property to the provisions of the Declaration; and

004180.000024\405489.J THORPER

57-58-2359

WHEREAS, the Declarant desires to annex the Annexed Property into the jurisdiction of the Association and to subject the Annexed Property to all of the provisions of the Declaration.

NOW, THEREFORE, the Declarant hereby annexes the Annexed Property into the jurisdiction of the PARK SPRING HOMEOWNERS ASSOCIATION, INC. and declares that the Annexed Property shall be a portion of the Properties (as defined in the Declaration) and shall be subject to all provisions of the Declaration, including without limitation, the right of the Association to levy assessments as set forth in Article III of the Declaration.

IN WITNESS WHEREOF this Declaration of Annexation is executed the 23 day of October 2003.

DECLARANT:

CET LIMITED,
a Texas limited partnership

By: Mountain Beach Corporation,
its general partner

By: 
Benjamin Cheng, President

Benjamin Cheng
COUNTY CLERK
HARRIS COUNTY, TEXAS
FILED
03 OCT 30 PM 1:00

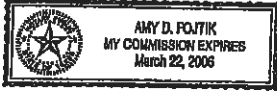
577-55-2268

STATE OF TEXAS
COUNTY OF HARRIS

§
§
§

THIS INSTRUMENT was subscribed, sworn to and acknowledged before me on October, 2003 by Benjamin Cheng, President of Mountain Beach Corporation, Inc., a corporation which is the general partner of CET LIMITED, a Texas limited partnership, on behalf of said partnership.

[Seal]



Amy D. Fojtik
Notary Public, State of Texas
Printed Name of Notary: Amy D. Fojtik

577-53-445

EXHIBIT "A"

PARK SPRING, SECTION TWO
METES AND BOUNDS DESCRIPTION
23.288 ACRES OUT OF THE
MARY BULRICE SURVEY, A-129 AND THE
GEORGE AYERS SURVEY, A-105
HARRIS COUNTY, TEXAS

0

A tract or parcel of land containing 23.288 acres (1,014,410 square feet) out of the Mary Bulrice Survey, Abstract No. 129, and the George Ayers Survey, Abstract No. 105, Harris County, Texas, being a portion of the 82.000 acre tract conveyed to Benjamin Cheng and Winnifer Cheng, as recorded under Clerk's File No. V490514 of the Official Public Records of Real Property of Harris County, Texas, (O.P.R.R.P.H.C.), and a portion of the 92.0000 acre tract conveyed to CET Limited, as recorded under Clerk's File No. V490515 of the O.P.R.R.P.H.C., said 23.288 acres being more particularly described by metes and bounds as follows: (The basis of bearing for this description is the microstation design file, "locationmap.dgn," on file in the office of Van De Wiele Engineering, Inc., Job No. 05200-000-0-DEV)

COMMENCING at a disk in concrete found at the most northerly corner of Restricted Reserve "A" of Missouri Pacific Railroad Company, Section One, a subdivision recorded in Film Code No. 360018 of the Harris County Map Records, lying in the southwest right-of-way line of Aldine Westfield Road (80 feet R.O.W.);

THENCE NORTH 31 degrees 57 minutes 33 seconds WEST, 628.20 feet along said southwest line of Aldine Westfield Road to a 5/8-inch iron rod with cap set at the most easterly corner and POINT OF BEGINNING of the herein described tract;

THENCE SOUTH 58 degrees 02 minutes 27 seconds WEST, leaving said southwest line, 194.00 feet to a 5/8-inch iron rod with cap set at an easterly corner of the herein described tract;

THENCE NORTH 31 degrees 57 minutes 33 seconds WEST, 13.26 feet to a 5/8-inch iron rod with cap set at an easterly interior corner of the herein described tract;

THENCE SOUTH 58 degrees 02 minutes 27 seconds WEST, 115.00 feet to a 5/8-inch iron rod with cap set at an easterly corner of the herein described tract;

THENCE SOUTH 42 degrees 18 minutes 33 seconds WEST, 73.57 feet to a 5/8-inch iron rod with cap set at an easterly corner of the herein described tract;

THENCE SOUTH 35 degrees 27 minutes 05 seconds WEST, 101.08 feet to a 5/8-inch iron rod with cap set at an easterly interior corner of the herein described tract;

THENCE SOUTH 31 degrees 23 minutes 33 seconds EAST, 387.23 feet to a 5/8-inch iron rod with cap set at a southeasterly corner of the herein described tract;

THENCE SOUTH 58 degrees 36 minutes 14 seconds WEST, 89.99 feet to a 5/8-inch iron rod with cap set at a southerly corner of the herein described tract, said iron rod being located at the point of curvature of a tangent curve to the right;

THENCE WESTERLY along said curve to the right through a central angle of 90 degrees 00 minutes 00 seconds to a 5/8-inch iron rod with cap set at a southerly interior corner of the herein described tract, said curve having a radius of 25.00 feet, an arc length of 39.27 feet, and a long chord length of 35.36 feet bearing NORTH 76 degrees 23 minutes 46 seconds WEST;

THENCE SOUTH 58 degrees 36 minutes 14 seconds WEST, 60.00 feet to a 5/8-inch iron rod with cap set at a southerly corner of the herein described tract;

THENCE NORTH 31 degrees 23 minutes 46 seconds WEST, 92.23 feet to a 5/8-inch iron rod with cap set at a southerly interior corner of the herein described tract;

THENCE SOUTH 58 degrees 36 minutes 27 seconds WEST, 139.19 feet to a 5/8-inch iron rod with cap set at a southerly corner of the herein described tract;

THENCE SOUTH 68 degrees 30 minutes 26 seconds WEST, 125.23 feet to a 5/8-inch iron rod with cap set at a southerly corner of the herein described tract;

THENCE SOUTH 76 degrees 30 minutes 32 seconds WEST, 168.02 feet to a 5/8-inch iron rod with cap set at a southerly corner of the herein described tract;

THENCE SOUTH 83 degrees 33 minutes 28 seconds WEST, 228.13 feet to a 5/8-inch iron rod with cap set at a southerly interior corner of the herein described tract, said iron rod being located in a non-tangent curve to the right;

THENCE SOUTHERLY along said curve to the right through a central angle of 00 degrees 57 minutes 45 seconds to a 5/8-inch iron rod with cap set at a southerly corner of the herein described tract, said curve having a radius of 1,890.00 feet, an arc length of 31.75 feet, and a long chord length of 31.75 feet bearing SOUTH 02 degrees 57 minutes 13 seconds EAST;

THENCE SOUTH 87 degrees 31 minutes 39 seconds WEST, 184.00 feet to a 5/8-inch iron rod with cap set at the southwest corner of the herein described tract, said iron rod being located in a non-tangent curve to the left;

THENCE NORTHERLY along said curve to the left through a central angle of 04 degrees 13 minutes 43 seconds to a 5/8-inch iron rod with cap set at a westerly corner of the herein described tract, said curve having a radius of 1,706.00 feet, an arc length of 125.91 feet, and a long chord length of 125.88 feet bearing NORTH 04 degrees 35 minutes 12 seconds WEST;

THENCE NORTH 06 degrees 42 minutes 03 seconds WEST, 800.98 feet to a 5/8-inch iron rod with cap set at the northwest corner of the herein described tract;

THENCE SOUTH 86 degrees 04 minutes 32 seconds EAST, 199.58 feet to a 5/8-inch iron rod with cap set at a northerly corner of the herein described tract;

THENCE NORTH 79 degrees 02 minutes 33 seconds EAST, 133.85 feet to a 5/8-inch iron rod with cap set at a northerly corner of the herein described tract;

THENCE NORTH 71 degrees 37 minutes 38 seconds EAST, 82.98 feet to a 5/8-inch iron rod with cap set at a northerly corner of the herein described tract;

THENCE NORTH 63 degrees 26 minutes 56 seconds EAST, 91.32 feet to a 5/8-inch iron rod with cap set at a northerly corner of the herein described tract;

THENCE NORTH 60 degrees 22 minutes 32 seconds EAST, 596.56 feet to a 5/8-inch iron rod with cap set at the most northerly corner of the herein described tract, lying in said southwest line of Aldine Westfield Road (80 feet R.O.W.);

THENCE SOUTH 31 degrees 57 minutes 33 seconds EAST, 543.48 feet along said southwest line of Aldine Westfield Road to the POINT OF BEGINNING of the herein described tract, containing 23.288 acres (1,014,410 square feet) of land.

05230-002-1-PLT



S & V SURVEYING, INC.

BY: *Ottis Ray Lester*
9/12/03

April 14, 2003
Job No. 05230-002-1-PLT

I:\GENERAL\M&B\05230\05230-23.288 Sec 2.wpd

ANY PROVISION HEREIN WHICH RESTRICTS THE SALE, MORTGAGE, OR USE OF THE DESCRIBED REAL PROPERTY BECAUSE OF COLOR OR RACE IS HEREBY AND UNENFORCEABLE UNDER FEDERAL LAW.
THE STATE OF TEXAS
COUNTY OF HARRIS
I hereby certify that this instrument was FILED in the Public Records 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 at

OCT 30 2003



Dorothy L. Kayman
COUNTY CLERK
HARRIS COUNTY, TEXAS

Return To: *✓*
TRAVIS TITLE CO.
4321 W. Sam Houston Pkwy. N.
Ste. 190
Houston, Texas 77043

22 Annex
2.

DECLARATION OF ANNEXATION

PARK SPRING, SECTION THREE (3)

This Declaration of Annexation is made as of the date hereinafter stated by CET LIMITED, a Texas limited partnership ("Declarant").

WITNESSETH:

WHEREAS, Declarant executed that certain Declaration of Covenants, Conditions and Restrictions for Park Spring dated as of May 23, 2003, which is filed under Clerk's File No. W694433 and recorded in the Official Records of Real Property of Harris County, Texas (the "Official Public Records") as amended (collectively, the "Declaration"), which imposed covenants, conditions and restrictions on certain property described therein;

WHEREAS, Declarant is the owner of that certain approximately 15.413 acre tract of land (the "Annexed Property") which is in the general vicinity of the property encumbered by the Declaration, which such Annexed Property is more particularly described by metes and bounds on Exhibit "A" attached hereto, and which such Annexed Property is anticipated to be platted and subdivided as the Park Spring, Section Three (3) subdivision to be recorded in the Map Records of Harris County, Texas;

WHEREAS, Section 1 of Article VIII of the Declaration gives the Declarant the right to annex additional property into the jurisdiction of the PARK SPRING HOMEOWNERS ASSOCIATION, INC., a non-profit corporation organized to administer the provisions of the Declaration (the "Association"), and to subject such annexed property to the provisions of the Declaration; and

WHEREAS, the Declarant desires to annex the Annexed Property into the jurisdiction of the Association and to subject the Annexed Property to all of the provisions of the Declaration.

NOW, THEREFORE, the Declarant hereby annexes the Annexed Property into the jurisdiction of the PARK SPRING HOMEOWNERS ASSOCIATION, INC. and declares that the Annexed Property shall be a portion of the Properties (as defined in the Declaration) and shall be subject to all provisions of the Declaration, including without limitation, the right of the Association to levy assessments as set forth in Article III of the Declaration.

[Remainder of page intentionally blank]

0010-2: 100 15

IN WITNESS WHEREOF this Declaration of Annexation is executed the 7th day of April, 2005.

DECLARANT:

CET LIMITED, a Texas limited partnership

By: Mountain Beach Corporation, its general partner

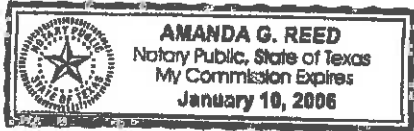
By: [Signature]
Benjamin Cheng, President

[Handwritten mark]

STATE OF TEXAS §
 §
COUNTY OF HARRIS §

THIS INSTRUMENT was subscribed, sworn to and acknowledged before me on April 7, 2005 by Benjamin Cheng, President of Mountain Beach Corporation, Inc., a corporation which is the general partner of CET LIMITED, a Texas limited partnership, on behalf of said partnership.

[Seal]



[Signature]
Notary Public, State of Texas

After Recording, Return To:

COATS | ROSE
A Professional Corporation
Attorneys at Law
3 Greenway Plaza
Suite 2000
Houston, Texas 77046

✓✓

FILED
05 APR 18 PM 1:18
HARRIS COUNTY TEXAS

60240-77-0700
RR 934

EXHIBIT "A"

PARK SPRING SECTION FOUR
METES AND BOUNDS DESCRIPTION
12.818 ACRES OUT OF THE
AMBROSE MAYS SURVEY, A-543
AND THE ELI HANKS SURVEY, A-360
HARRIS COUNTY, TEXAS

A tract or parcel of land containing 12.818 acres (558,369 square feet) out of the Ambrose Mays Survey, Abstract No. 543 and the Eli Hanks Survey, Abstract No. 360, Harris County, Texas, being a portion of the 92.0000 acre tract conveyed to CET Limited, as recorded under Clerk's File No. V490515 of the Official Public Records of Real Property of Harris County (O.P.R.R.P.H.C.) and a portion of the 60.0137 acre tract conveyed to ABE Limited, as recorded under Clerk's File No. V490516 of the O.P.R.R.P.H.C., said 12.818 acres being more particularly described by metes and bounds as follows: (The basis of bearing for this description is the Microstation design file, "locationmap.dgn," on file in the office of Van De Wiele Engineering, Inc., Job No. 05200-000-0-DEV)

COMMENCING at a 1/2-inch iron rod found at the most westerly corner of Lot 17, Block 61 of Timber Lane Section Eight, a subdivision recorded in Volume 243, Page 51 of the Harris County Map Records (H.C.M.R.);

THENCE SOUTH 29 degrees 41 minutes 20 seconds WEST, 1,421.58 feet to a 5/8-inch iron rod set at the northwest corner and POINT OF BEGINNING of the herein described tract, lying in the east right-of-way line of Hardy Toll Road (width varies);

THENCE SOUTH 67 degrees 49 minutes 44 seconds EAST, 224.00 feet to a 5/8-inch iron rod set at a northerly interior corner of the herein described tract;

THENCE NORTH 22 degrees 10 minutes 16 seconds EAST, 6.90 feet to a 5/8-inch iron rod set at a northerly corner of the herein described tract;

THENCE NORTHEASTERLY along a curve to the right through a central angle of 77 degrees 29 minutes 58 seconds to a 5/8-inch iron rod set at a northerly corner of the herein described tract, said curve having a radius of 25.00 feet, an arc length of 33.82 feet, and a long chord length of 31.30 feet bearing NORTH 60 degrees 55 minutes 15 seconds EAST;

THENCE EASTERLY along a curve to the left through a central angle of 23 degrees 34 minutes 51 seconds to a 5/8-inch iron rod set at a northerly corner of the herein described tract, said curve having a radius of 230.00 feet, an arc length of 94.66 feet, and a long chord length of 93.99 feet bearing NORTH 87 degrees 52 minutes 49 seconds EAST;

THENCE SOUTH 13 degrees 54 minutes 37 seconds EAST, 131.90 feet to a 5/8-inch iron rod set at a northerly interior corner of the herein described tract;

THENCE NORTH 58 degrees 30 minutes 39 seconds EAST, 195.30 feet to a 5/8-inch iron rod set at a northeasterly corner of the herein described tract;

THENCE SOUTH 31 degrees 29 minutes 21 seconds EAST, 580.00 feet to a 5/8-inch iron rod set at the most easterly corner of the herein described tract;

THENCE SOUTH 58 degrees 30 minutes 39 seconds WEST, 553.91 feet to a 5/8-inch iron rod set at a southerly interior corner of the herein described tract;

THENCE SOUTH 31 degrees 29 minutes 55 seconds EAST, 25.53 feet to a 5/8-inch iron rod set at a southerly corner of the herein described tract;

THENCE SOUTH 58 degrees 30 minutes 05 seconds WEST, 184.00 feet to a 5/8-inch iron rod set at the most southerly corner of the herein described tract, lying in the east line of the 30.366 acre tract conveyed to Park Spring, Inc., as recorded under Clerk's File No. H306249 of the O.P.R.R.P.H.C., being the survey line between said Ambrose Mays Survey, and the Benjamin Barrow Survey, A-126, Harris County, Texas;

THENCE NORTH 31 degrees 29 minutes 55 seconds WEST, 711.49 feet along said survey line and the east line of the 30.366 acre tract to a 5/8-inch iron rod set at the most westerly corner of the herein described tract, lying in said east right-of-way of Hardy Toll Road;

THENCE NORTH 22 degrees 10 minutes 16 seconds EAST, 411.03 feet along said east right-of-way line of Hardy Toll Road to the POINT OF BEGINNING of the herein described tract, containing 12.818 acres (558,369 square feet) of land.



S & V SURVEYING, INC.

BY: Ottis Ray Lester
8/9/05

Revised August 9, 2005
March 9, 2005
Job No. 05230-004-1-PLT

\\GENERAL\IM&B\05230\05230-12.818 Sec 4.wpd

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 on

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.

Page 2 of 2



NOV 22 2005

Dorothy B. Kaufman
COUNTY CLERK
HARRIS COUNTY, TEXAS

DECLARATION OF ANNEXATION

PARK SPRING, SECTION FOUR (4)

This Declaration of Annexation is made as of the date hereinafter stated by **CET LIMITED**, a Texas limited partnership ("Declarant") and **RAVENWOOD DEVELOPMENT, LTD.**, a Texas limited partnership ("Ravenwood").

WITNESSETH:

WHEREAS, Declarant executed that certain Declaration of Covenants, Conditions and Restrictions for Park Spring dated as of May 23, 2003, which is filed under Clerk's File No. W694433 and recorded in the Official Records of Real Property of Harris County, Texas (the "Official Public Records") as amended (collectively, the "Declaration"), which imposed covenants, conditions and restrictions on certain property described therein;

WHEREAS, Ravenwood is the owner of that certain approximately 12.818 acre tract of land (the "Annexed Property") which is in the general vicinity of the property encumbered by the Declaration, which such Annexed Property is more particularly described by metes and bounds on Exhibit "A" attached hereto, and which such Annexed Property is anticipated to be platted and subdivided as the Park Spring, Section Four (4) subdivision to be recorded in the Map Records of Harris County, Texas;

WHEREAS, Section 1 of Article VIII of the Declaration gives the Declarant the right to annex additional property into the jurisdiction of the PARK SPRING HOMEOWNERS ASSOCIATION, INC., a non-profit corporation organized to administer the provisions of the Declaration (the "Association"), and to subject such annexed property to the provisions of the Declaration;

WHEREAS, the Declarant desires to annex the Annexed Property into the jurisdiction of the Association and to subject the Annexed Property to all of the provisions of the Declaration; and

WHEREAS, Ravenwood, as owner of the Annexed Property, hereby joins in the execution to this instrument to acknowledge its consent to the annexation.

NOW, THEREFORE, the Declarant hereby annexes the Annexed Property into the jurisdiction of the PARK SPRING HOMEOWNERS ASSOCIATION, INC. and declares that the Annexed Property shall be a portion of the Properties (as defined in the Declaration) and shall be subject to all provisions of the Declaration, including without limitation, the right of the Association to levy assessments as set forth in Article III of the Declaration.

Ravenwood hereby joins in the execution of this instrument as owner of the Annexed Property to evidence its consent to such annexation.

4180.391731293.1

**FILED FOR RECORD
8:00 AM**

NOV 22 2005

Dorothy A. Hyland
County Clerk, Harris County, Texas

Unmex
36
V

RECORDED

EXHIBIT "A"

PARK SPRING SECTION THREE
METES AND BOUNDS DESCRIPTION
15.413 ACRES OUT OF THE
AMBROSE MAYS SURVEY, A-543
AND THE ELI HANKS SURVEY, A-360
HARRIS COUNTY, TEXAS

A tract or parcel of land containing 15.413 acres (671,369 square feet) out of the Ambrose Mays Survey, Abstract No. 543 and the Eli Hanks Survey, Abstract No. 360, Harris County, Texas, being a portion of the 92.0000 acre tract conveyed to CET Limited, as recorded under Clerk's File No. V490515 of the Official Public Records of Real Property of Harris County (O.P.R.R.P.H.C.), said 15.413 acres being more particularly described by metes and bounds as follows: (The basis of bearing for this description is the Microstation design file, "locationmap.dgn," on file in the office of Van De Wiele Engineering, Inc., Job No. 05200-000-0-DEV)

COMMENCING at a 1/2-inch iron rod found at the most westerly corner of Lot 17, Block 61 of Timber Lane Section Eight, a subdivision recorded in Volume 243, Page 51 of the Harris County Map Records (H.C.M.R.);

THENCE SOUTH 29 degrees 08 minutes 27 seconds WEST, 182.61 feet to a 5/8-inch iron rod set at a northerly corner and POINT OF BEGINNING of the herein described tract;

THENCE SOUTH 31 degrees 57 minutes 42 seconds EAST, 673.72 feet to a 5/8-inch iron rod set at an easterly corner of the herein described tract;

THENCE SOUTH 58 degrees 02 minutes 18 seconds WEST, 184.00 feet to a 5/8-inch iron rod set at an easterly corner of the herein described tract;

THENCE NORTH 31 degrees 57 minutes 42 seconds WEST, 3.91 feet to a 5/8-inch iron rod set at an easterly interior corner of the herein described tract;

THENCE SOUTH 58 degrees 02 minutes 18 seconds WEST, 115.00 feet to a 5/8-inch iron rod set at an easterly interior corner of the herein described tract;

THENCE SOUTH 31 degrees 46 minutes 21 seconds EAST, 273.01 feet to a 5/8-inch iron rod set at a southeasterly corner of the herein described tract;

THENCE SOUTH 58 degrees 30 minutes 39 seconds WEST, 582.58 feet to a 5/8-inch iron rod set at the most southerly corner of the herein described tract;

THENCE NORTH 13 degrees 54 minutes 37 seconds WEST, 131.90 feet to a 5/8-inch iron rod set at a southerly interior corner of the herein described tract;

THENCE WESTERLY along a curve to the right through a central angle of 23 degrees 34 minutes 51 seconds to a 5/8-inch iron rod set at a southerly corner of the herein described tract, said curve having a radius of 230.00 feet, an arc length of 94.66 feet and a long chord length of 93.99 feet bearing SOUTH 87 degrees 52 minutes 49 seconds WEST;

THENCE SOUTHWESTERLY along a curve to the left through a central angle of 77 degrees 29 minutes 58 seconds to a 5/8-inch iron rod set at a southerly corner of the herein described tract, said curve having a radius of 25.00 feet, an arc length of 33.82 feet, and a long chord length of 31.30 feet bearing SOUTH 60 degrees 55 minutes 15 seconds WEST;

THENCE SOUTH 22 degrees 10 minutes 16 seconds WEST, 6.90 feet to a 5/8-inch iron rod set at a southerly corner of the herein described tract;

THENCE NORTH 67 degrees 49 minutes 44 seconds WEST, 224.00 feet to the southwest corner of the herein described tract, lying in the east right-of-way line of Hardy Toll Road (width varies);

THENCE NORTH 22 degrees 10 minutes 16 seconds EAST, 760.14 feet along said east right-of-way line of Hardy Toll Road to a 1/2-inch iron rod found at a westerly corner of the herein described tract;

THENCE NORTHERLY along said east right-of-way line of Hardy Toll Road and a curve to the left through a central angle of 03 degrees 58 minutes 15 seconds to a 5/8-inch iron rod set at a northwesterly corner of the herein described tract, said curve having a radius of 1,979.86 feet, an arc length of 137.22 feet, and a long chord length of 137.19 feet bearing NORTH 20 degrees 11 minutes 08 seconds EAST;

THENCE NORTH 58 degrees 02 minutes 37 seconds EAST, 184.19 feet to a 5/8-inch iron rod set at a northerly interior corner of the herein described tract;

THENCE NORTHERLY along a curve to the right through a central angle of 49 degrees 56 minutes 30 seconds to a 5/8-inch iron rod set at a northerly corner of the herein described tract, said curve having a radius of 480.00 feet, an arc length of 418.39 feet, and a long chord length of 405.27 feet bearing NORTH 02 degrees 46 minutes 16 seconds WEST;

THENCE SOUTH 67 degrees 48 minutes 01 seconds EAST, 60.00 feet to a 5/8-inch iron rod set at a northerly corner of the herein described tract;

THENCE SOUTHERLY along a curve to the left through a central angle of 36 degrees 47 minutes 46 seconds to a 5/8-inch iron rod set at a northerly interior corner of the herein described tract, said curve having a radius of 420.00 feet, an arc length of 269.73 feet, and a long chord length of 265.12 feet bearing SOUTH 03 degrees 48 minutes 06 seconds WEST;

THENCE NORTH 75 degrees 24 minutes 14 seconds EAST, 109.86 feet to the POINT OF BEGINNING, containing 15.413 acres (671,369 square feet) of land.

S & V SURVEYING, INC.



BY: *Ottis Ray Lester*
12/14/04

December 6, 2004
Job No. 05230-003-1-PLT

I:\GENERAL\M&B\05230\05230-15.413 Sec 3.wpd

2004-12-14 10:21:12

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 on

APR 18 2005



Dorely B. Kaufman

COUNTY CLERK
HARRIS COUNTY TEXAS

LIENHOLDER'S CONSENT AND SUBORDINATION

THE STATE OF TEXAS §
 §
 §
COUNTY OF HARRIS §

WHEREAS, the undersigned is the legal owner and holder of those certain liens encumbering the Annexed Property as evidenced by instruments filed under Clerk's File No. W567917 and Y718589 and recorded in the Official Records of Real Property of Harris County, Texas; and

WHEREAS, the undersigned desires to subordinate said liens to the Declaration of Annexation to which this instrument is attached.

NOW, THEREFORE, for and in consideration of the sum of \$10.00 and other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged and confessed, the undersigned as the present owner and holder of the above-referenced liens does hereby fully subordinate its liens to the Declaration of Annexation to which this instrument is attached and all the terms and provisions contained therein.

EXECUTED the 3rd day of Nov., 2005.

RBC CENTURA BANK, a North Carolina banking corporation

By: [Signature]
Name: DAVID J BOWEN
Title: Vice President

THE STATE OF TEXAS §
 §
 §
COUNTY OF HARRIS §

The foregoing instrument was acknowledged before me on the 3rd day of November, 2005 by David Bowen, VP of RBC CENTURA BANK, a North Carolina banking corporation, on behalf of said entity.

[Seal]

[Signature]
Notary Public--State of Texas

After Recording, Return To:
COATS | ROSE
A Professional Corporation
Attorneys at Law
3 Greenway Plaza
Suite 2800
Houston, Texas 77046

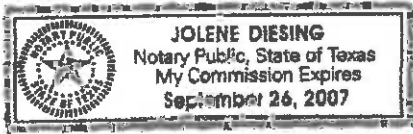
4180.39731293.1



THE STATE OF TEXAS §
 §
COUNTY OF HARRIS §

This instrument was acknowledged before me on the 26th day of October, 2005 by Greg Hawk, President of Ravenwood Management Corporation, which is the general partner of RAVENWOOD DEVELOPMENT, LTD., a Texas limited partnership, on behalf of said limited partnership.

[Seal]



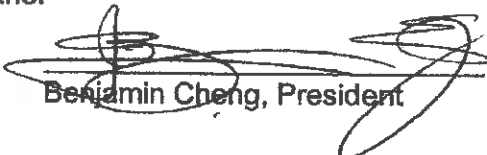
Jolene Diesing
Notary Public—State of Texas

IN WITNESS WHEREOF this Declaration of Annexation is executed the 10th day of November, 2005.

DECLARANT:

CET LIMITED, a Texas limited partnership

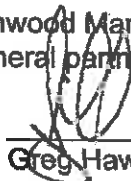
By: Mountain Beach Corporation, its general partner

By: 
Benjamin Cheng, President

TO EVIDENCE ITS CONSENT:

RAVENWOOD DEVELOPMENT, LTD., a Texas limited partnership

By: Ravenwood Management Corporation, its general partner

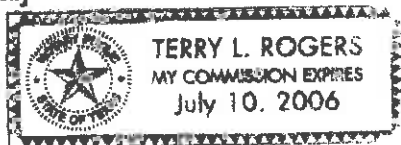
By: 
Greg Hawk, President

AFTER RECORDING RETURN TO:
Travis W. Hopper
Coats/Rose
3 Greenway Plaza, Suite 2000
Houston, Texas 77046

STATE OF TEXAS §
 §
COUNTY OF HARRIS §

This instrument was acknowledged before me on the 10th day of November, 2005 by Benjamin Cheng, President of Mountain Beach Corporation, Inc., which is the general partner of CET LIMITED, a Texas limited partnership, on behalf of said partnership.

[Seal]




Notary Public—State of Texas

ANNEX
F

DHI TITLE

CF # 155-6160211004-201

102613

1EE

DECLARATION OF ANNEXATION
(Park Spring, Section 5)

This Declaration of Annexation is made as of the date hereinafter stated by **CET LIMITED**, a Texas limited partnership ("Declarant") and **ABE LIMITED**, a Texas limited partnership.

WITNESSETH:

WHEREAS, Declarant executed that certain Declaration of Covenants, Conditions and Restrictions for Park Spring dated as of May 23, 2003, which is filed under Clerk's File No. W694433 and recorded in the Official Records of Real Property of Harris County, Texas (the "Official Public Records") as amended (collectively, the "Declaration"), which imposed covenants, conditions and restrictions on certain property described therein;

WHEREAS, Declarant and ABE Limited are the owners of that certain approximately 16.851 acre tract of land (the "Annexed Property") which is in the general vicinity of the property encumbered by the Declaration, which such Annexed Property is more particularly described by metes and bounds on Exhibit "A" attached hereto, and which such Annexed Property is anticipated to be platted and subdivided as the Park Spring, Section Five (5) subdivision to be recorded in the Map Records of Harris County, Texas;

WHEREAS, Section 1 of Article VIII of the Declaration gives the Declarant the right to annex additional property into the jurisdiction of the **PARK SPRING HOMEOWNERS ASSOCIATION, INC.**, a non-profit corporation organized to administer the provisions of the Declaration (the "Association"), and to subject such annexed property to the provisions of the Declaration; and

WHEREAS, the Declarant desires to annex the Annexed Property into the jurisdiction of the Association and to subject the Annexed Property to all of the provisions of the Declaration.

NOW, THEREFORE, the Declarant hereby annexes the Annexed Property into the jurisdiction of the **PARK SPRING HOMEOWNERS ASSOCIATION, INC.** and declares that the Annexed Property shall be a portion of the Properties (as defined in the Declaration) and shall be subject to all provisions of the Declaration, including without limitation, the right of the Association to levy assessments as set forth in Article III of the Declaration.

ABE Limited hereby joins in the execution of this instrument as a partial owner of the Annexed Property to evidence its consent to such annexation.

DHI TITLE

CF # 155-610211004-209

DECLARATION OF ANNEXATION
(Park Spring, Section 5)

This Declaration of Annexation is made as of the date hereinafter stated by CET LIMITED, a Texas limited partnership ("Declarant") and ABE LIMITED, a Texas limited partnership.

WITNESSETH:

WHEREAS, Declarant executed that certain Declaration of Covenants, Conditions and Restrictions for Park Spring dated as of May 23, 2003, which is filed under Clerk's File No. W694433 and recorded in the Official Records of Real Property of Harris County, Texas (the "Official Public Records") as amended (collectively, the "Declaration"), which imposed covenants, conditions and restrictions on certain property described therein;

WHEREAS, Declarant and ABE Limited are the owners of that certain approximately 16.851 acre tract of land (the "Annexed Property") which is in the general vicinity of the property encumbered by the Declaration, which such Annexed Property is more particularly described by metes and bounds on Exhibit "A" attached hereto, and which such Annexed Property is anticipated to be platted and subdivided as the Park Spring, Section Five (5) subdivision to be recorded in the Map Records of Harris County, Texas;

WHEREAS, Section 1 of Article VIII of the Declaration gives the Declarant the right to annex additional property into the jurisdiction of the PARK SPRING HOMEOWNERS ASSOCIATION, INC., a non-profit corporation organized to administer the provisions of the Declaration (the "Association"), and to subject such annexed property to the provisions of the Declaration; and

WHEREAS, the Declarant desires to annex the Annexed Property into the jurisdiction of the Association and to subject the Annexed Property to all of the provisions of the Declaration.

NOW, THEREFORE, the Declarant hereby annexes the Annexed Property into the jurisdiction of the PARK SPRING HOMEOWNERS ASSOCIATION, INC. and declares that the Annexed Property shall be a portion of the Properties (as defined in the Declaration) and shall be subject to all provisions of the Declaration, including without limitation, the right of the Association to levy assessments as set forth in Article III of the Declaration.

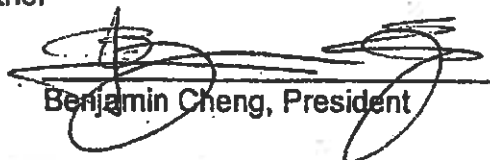
ABE Limited hereby joins in the execution of this instrument as a partial owner of the Annexed Property to evidence its consent to such annexation.

IN WITNESS WHEREOF this Declaration of Annexation is executed the 18th day of JANUARY, 2007.

DECLARANT:

CET LIMITED, a Texas limited partnership

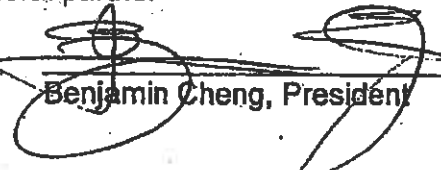
By: Mountain Beach Corporation, its general partner

By: 
Benjamin Cheng, President

TO EVIDENCE ITS CONSENT:

ABE LIMITED, a Texas limited partnership

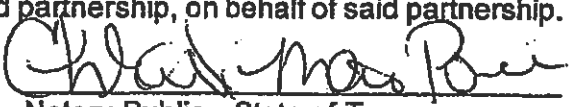
By: Transnational Investments, Inc., its general partner

By: 
Benjamin Cheng, President

STATE OF TEXAS §
 §
COUNTY OF HARRIS §

This instrument was acknowledged before me on the 18th day of JANUARY, 2007 by Benjamin Cheng, President of Mountain Beach Corporation, Inc., which is the general partner of CET Limited, a Texas limited partnership, on behalf of said partnership.

[Seal]

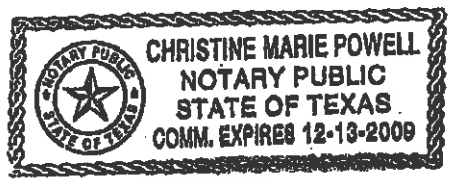

Notary Public—State of Texas



THE STATE OF TEXAS §
 §
COUNTY OF HARRIS §

This instrument was acknowledged before me on the 10th day of JANUARY, 2007 by Benjamin Cheng, President of Transnational Investments, Inc., which is the general partner of ABE Limited, a Texas limited partnership, on behalf of said limited partnership.

[Seal]



Christine Marie Powell
Notary Public—State of Texas

EXHIBIT "A"

PARK SPRING SECTION 5
METES AND BOUNDS DESCRIPTION
16.851 ACRES OUT OF THE
AMBROSE MAYS SURVEY, A-543, AND THE
ELI HANKS SURVEY, A-360
HARRIS COUNTY, TEXAS

A tract or parcel of land containing 16.851 acres (734,018 square feet) out of the Ambrose Mays Survey, Abstract No. 543, and the Eli Hanks Survey, Abstract No. 360, Harris County, Texas, being a portion of the 92.0000 acre tract conveyed to CET Limited, as recorded under Clerk's File No. V490515 of the Official Public Records of Real Property of Harris County (O.P.R.R.P.H.C.), and a portion of the 60.0137 acre tract conveyed to ABE Limited, as recorded under Clerk's File No. V490516 of the O.P.R.R.P.H.C., said 16.851 acres being more particularly described by metes and bounds as follows: (The basis of bearing for this description is the Microstation Design File, "locationmap.dgn," on file in the office of Van De Wiele Engineering, Inc., Job No. 05200-000-0-DEV)

COMMENCING at the northwest corner of Timberlane Section Six, a subdivision recorded in Volume 229, Page 136 of the Harris County Map Records (H.C.M.R.), being the most southerly corner of the 1.59 acre tract conveyed to Harris County Flood Control District, as recorded under Clerk's File No. E823593 of the O.P.R.R.P.H.C., the most easterly corner of said Eli Hanks Survey, the most southerly corner of the George Ayers Survey, Abstract No. 105, Harris County, Texas, and lying in the north line of said Ambrose Mays Survey;

THENCE SOUTH 58 degrees 08 minutes 28 seconds WEST, 75.00 feet along the south line of said Eli Hanks Survey and said north line of the Ambrose Mays Survey to a 5/8-inch iron rod set at a northerly corner and POINT OF BEGINNING of the herein described tract;

THENCE SOUTH 31 degrees 45 minutes 21 seconds EAST, 1,390.04 feet along the west line of the right-of-way easement conveyed to Harris County Flood Control District, as recorded under Clerk's File No. K813086 of the O.P.R.R.P.H.C. to a 5/8-inch iron rod set at the southeast corner of the herein described tract;

THENCE SOUTH 58 degrees 30 minutes 24 seconds WEST, 170.16 feet along the north line of said right-of-way easement to a 5/8-inch iron rod set at a southerly corner of the herein described tract;

THENCE NORTH 31 degrees 29 minutes 55 seconds WEST, 100.00 feet to a 5/8-inch iron rod set at a southerly corner of the herein described tract;

THENCE WESTERLY along a curve to the left through a central angle of 89 degrees 59 minutes 25 seconds to a 5/8-inch iron rod set at a southerly corner of the herein described tract, said curve having a radius of 25.00 feet, an arc length of 39.27 feet, and a long chord length of 35.35 feet bearing NORTH 76 degrees 29 minutes 38 seconds WEST;

THENCE NORTH 31 degrees 30 minutes 24 seconds WEST, 60.00 feet to a 5/8-inch iron rod set at a southerly corner of the herein described tract;

THENCE NORTHERLY along a curve to the left through a central angle of 90 degrees 00 minutes 35 seconds to a 5/8-inch iron rod set at a southerly corner of the herein described tract, said curve having a radius of 25.00 feet, an arc length of 39.27 feet, and a long chord length of 35.36 feet bearing NORTH 13 degrees 30 minutes 22 seconds EAST;

THENCE NORTH 31 degrees 29 minutes 55 seconds WEST, 61.38 feet to a 5/8-inch iron rod set at a southerly corner of the herein described tract;

THENCE NORTHWESTERLY along a curve to the left through a central angle of 02 degrees 11 minutes 37 seconds to a 5/8-inch iron rod set at a southerly corner of the herein described tract, said curve having a radius of 770.00 feet, an arc length of 29.48 feet, and a long chord length of 29.48 feet bearing NORTH 32 degrees 35 minutes 44 seconds WEST;

THENCE SOUTH 58 degrees 30 minutes 39 seconds WEST, 527.98 feet to a 5/8-inch iron rod set at a southerly corner of the herein described tract;

THENCE NORTH 31 degrees 29 minutes 21 seconds WEST, 115.00 feet to a 5/8-inch iron rod set at a westerly corner of the herein described tract;

THENCE NORTH 24 degrees 56 minutes 04 seconds WEST, 60.39 feet to a 5/8-inch iron rod set at a westerly corner of the herein described tract;

THENCE NORTH 31 degrees 29 minutes 21 seconds WEST, 695.00 feet to a 5/8-inch iron rod set at the most westerly corner of the herein described tract;

THENCE NORTH 58 degrees 30 minutes 39 seconds EAST, 387.28 feet to a 5/8-inch iron rod set at a northerly interior corner of the herein described tract;

THENCE NORTH 31 degrees 46 minutes 21 seconds WEST, 273.01 feet to a 5/8-inch iron rod set at a northerly corner of the herein described tract;

THENCE NORTH 58 degrees 02 minutes 18 seconds EAST, 115.00 feet to a 5/8-inch iron rod set at a northerly corner of the herein described tract;

THENCE SOUTH 31 degrees 57 minutes 42 seconds EAST, 3.91 feet to a 5/8-inch iron rod set at a northerly interior corner of the herein described tract;

THENCE NORTH 58 degrees 02 minutes 18 seconds EAST, 184.00 feet to a 5/8-inch iron rod set at the most northerly corner of the herein described tract;

THENCE SOUTH 31 degrees 57 minutes 42 seconds EAST, 52.39 feet along said west line of the Harris County Flood Control District right-of-way easement to the POINT OF BEGINNING of the herein described tract, containing 16.851 acres (734,018 square feet) of land.



S & V SURVEYING, INC.

BY: *Ottis Ray Lester*
12/6/06

Revised: December 6, 2006
February 20, 2006
Job No: 05230-005-1-PLT

I:\GENERAL\M&B\05230\05230-16.851 Sec 5.wpd

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Pages 7

01/25/2007 10:34:46 AM

e-Filed & e-Recorded in the
Official Public Records of

HARRIS COUNTY

BEVERLY KAUFMAN

COUNTY CLERK

Fees 36.00

RECORDERS MEMORANDUM

This instrument was received and recorded electronically
and any blackouts, additions or changes were present
at the time the instrument was filed and recorded.

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.



Beverly Kaufman
COUNTY CLERK
HARRIS COUNTY, TEXAS

NNEX

X

DECLARATION OF ANNEXATION
(Park Spring, Section 6)

DHI TITLE

GF# 51.140201081201

This Declaration of Annexation is made as of the date hereinafter stated by **CET LIMITED**, a Texas limited partnership ("Declarant") and is joined by **ABE LIMITED**, a Texas limited partnership ("Owner").

WITNESSETH:

WHEREAS, Declarant executed that certain Declaration of Covenants, Conditions and Restrictions for Park Spring dated as of May 23, 2003, which is filed under Clerk's File No. W694433 and recorded in the Official Records of Real Property of Harris County, Texas (the "Official Public Records") as amended (collectively, the "Declaration"), which imposed covenants, conditions and restrictions on certain property described therein;

WHEREAS, Owner is the owner of those certain eighty-one (81) single-family residential lots situated within Park Spring, Section 6, a subdivision of land in Harris County, Texas, (the "Annexed Property") which is in the general vicinity of the property encumbered by the Declaration, which such Annexed Property is more particularly described on Exhibit "A" attached hereto;

WHEREAS, Section 1 of Article VIII of the Declaration gives the Declarant the right to annex additional property into the jurisdiction of the PARK SPRING HOMEOWNERS ASSOCIATION, INC., a non-profit corporation organized to administer the provisions of the Declaration (the "Association"), and to subject such annexed property to the provisions of the Declaration; and

WHEREAS, the Declarant desires to annex the Annexed Property into the jurisdiction of the Association and to subject the Annexed Property to all of the provisions of the Declaration.

NOW, THEREFORE, to the extent not previously annexed, the Declarant hereby annexes the Annexed Property into the jurisdiction of the PARK SPRING HOMEOWNERS ASSOCIATION, INC. and declares that the Annexed Property shall be a portion of the Properties (as defined in the Declaration) and shall be subject to all provisions of the Declaration, including without limitation, the right of the Association to levy assessments as set forth in Article III of the Declaration.

Owner hereby joins in the execution of this instrument as owner of the Annexed Property to evidence its consent to such annexation.

ER 056 - 21 - 1846

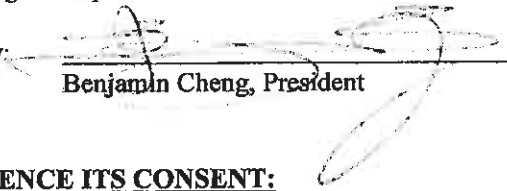
IN WITNESS WHEREOF this Declaration of Annexation is executed the ____ day of April, 2014.

DECLARANT:

CET LIMITED,
a Texas limited partnership

20R

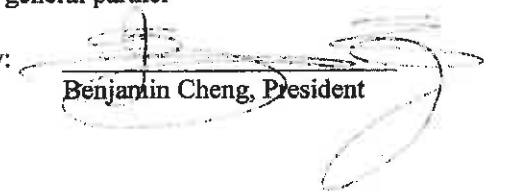
By: Mountain Beach Corporation,
its general partner

By: 
Benjamin Cheng, President

TO EVIDENCE ITS CONSENT:

ABE LIMITED,
a Texas limited partnership

By: Transnational Investments, Inc.,
its general partner

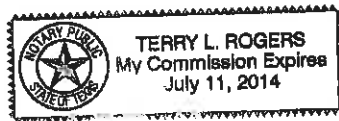
By: 
Benjamin Cheng, President

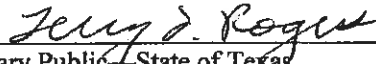
STATE OF TEXAS

COUNTY OF ~~HARRIS~~
Montgomery

This instrument was acknowledged before me on the 24 day of April, 2014 by Benjamin Cheng, President of Mountain Beach Corporation, Inc., which is the general partner of CET Limited, a Texas limited partnership, on behalf of said partnership.

[Seal]



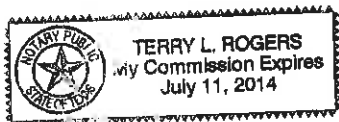

Notary Public - State of Texas

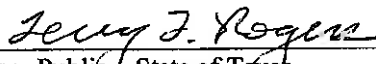
THE STATE OF TEXAS

COUNTY OF ~~HARRIS~~
Montgomery

This instrument was acknowledged before me on the 24 day of April, 2014 by Benjamin Cheng, President of Transnational Investments, Inc., which is the general partner of ABE Limited, a Texas limited partnership, on behalf of said limited partnership.

[Seal]




Notary Public - State of Texas

EP 056 - 21 - 1847

EXHIBIT "A"
(Park Spring, Section 6)

Lots 1, 2, 3, 4, 5, 6, 7, 8, 9, 10, 11, 12, 13, 14, 15, 16, 17, 18, 19, 20, 21, 22, 23, 24, 25, 26, 27, 28, 29, 30, 31, 32, 33, and 34, Block 1; and Lots 1, 2, 3, 4, 5, 6, 7, 8, 9, 10, 11, 12, 13, 14, 15, 16, 17, 18, 19, 20, 21, 22, 23, 24, 25, 26, 27, 28, 29, 30, 31, 32, 33, 34, 35, 36, 37, 38, 39, 40, 41, 42, 43, 44, 45, 46, and 47, Block 2, PARK SPRING SEC. 6, a subdivision in Harris County, Texas, according to the map or plat thereof recorded in Film Code No. 621279 of the Map Records of Harris County, Texas.

1EE

EP 056 - 21 - 1849

20140176078
Pages 4
04/29/2014 10:39:55 AM
e-Filed & e-Recorded in the
Official Public Records of
HARRIS COUNTY
STAN STANART
COUNTY CLERK
Fees 24.00

RECORDERS MEMORANDUM

This instrument was received and recorded electronically and any blackouts, additions or changes were present at the time the instrument was filed and recorded.

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.



Stan Stanart
COUNTY CLERK
HARRIS COUNTY, TEXAS