

**RESTRICTIONS
RICHLAND PARK
COUNTRY ESTATES**

THE STATE OF TEXAS)

KNOW ALL MEN BY THESE PRESENTS:

COUNTY OF FORT BEND)

THAT **RICHCREST DEVELOPMENT, INC.**, a Texas Corporation, acting herein by and through its duly authorized officers, (herein referred to as "Developer"), is the owner of that certain 48 acre tract in the Samuel Isaacs League, Abstract 35, Fort Bend County, Texas, known as **RICHLAND PARK** (being sometimes referred to herein as "the Subdivision").

Developer desires to create and carry out a uniform plan for the improvement, development, and sale of all of the tracts in the Subdivision; and, to that purpose, Developer hereby adopts, establishes, and imposes the following declarations, reservations, protective covenants, limitations, governing conveyance of all tracts in the Subdivision; and each contract or deed which may be hereafter executed with regard to any of the tracts in the Subdivision shall conclusively be held to have been executed, delivered and accepted subject to the following (regardless of whether or not the same are set out in full or by reference in said contract or deed):

1. The tracts shall not be divided and sold in smaller parcels than originally conveyed by Developer.
2. Said property shall be used for single family residential purposes only, with only one single family residence permitted on each tract in the Subdivision.
3. No trailer, tent, shack or other temporary structure shall be erected, placed or maintained on said property, and no temporary building, basement, garage, or other out building erected on said property shall at any time be used for human habitation (except by bonafide servants or guests), temporarily or permanently. However, additional buildings for servants and guests are permitted, but none of such additional buildings shall be rented separately from the main family residence on said tract.
4. Any one story residence constructed on said property shall be new construction with the exception of used brick and other such decorative accessories as are customarily used by builders in the construction of new residences, and shall contain not less than 2300 square feet of living area, exclusive of porches, breezeways and patios and garage. The above restrictions apply to any two story residence, with the exception that the two story residence must contain 2800 square feet of living area, exclusive of porches, breezeways, patios and garage.

5. The location, height, type and design of any fence or wall erected on said property shall be approved in writing by the Developer prior to construction.
6. No business or commercial structure of any kind or nature whatsoever shall be built on any portion of the property nor shall there be any commercial feeding of any animals of any description or trafficking in animals of any description whatsoever. No business of any kind may be maintained and/or conducted upon the property.
7. No obnoxious or offensive activity may be carried on or conducted on the property, nor shall anything be done thereon which may become an annoyance or nuisance to adjoining property owners.
8. No building or structures (including by way of example but not by way of limitation), fences, walls, air conditioning towers and swimming pools), or any additions thereto, or any alterations thereof, shall be erected, renovated or reconstructed, placed or suffered to be placed or remain upon the property until the architect's detailed plans and specifications therefore, together with the outside color scheme thereof, have been approved by an Architectural Control Board. Such plans and specifications must accurately reflect the size, location, height, and cost of the structure, including the materials to be used in any improvements contemplated, together with the accurate plat plan showing the grading plan of the lot, the grade of elevation of said buildings and structures, and the location of same with respect to the property lines, and front and side set back lines, and the outside color scheme to be used on any improvements to be erected on said property. A true copy of all plans, specifications, and details shall be lodged permanently with said Architectural Board and any buildings, or improvements which are thereafter erected shall conform in detail to such plans and specifications. It is provided, however, that if the Architectural Control Board neither approves or rejects such plans and specifications in writing within thirty (30) days after submission of the same to said Architectural Control Board, approval shall be implied.
9. Said Architectural Control Board shall be appointed by Developer, and shall consist of three members. At such time that fifty percent (50%) of the tracts in The Subdivision have been sold, and homes have been built and are occupied by the owners of said tracts, and if these owners so desire, and by majority ballot so indicate, the duties of said Architectural Control Board will be handled by a Civic Club formed by these homeowners.

10. No trash, garbage, putrescible matter or debris of any kind shall be dumped or permitted to accumulate on said property, nor may any of such materials be burned on the premises except in an incinerator designed to such purposes and approved by Developer.
11. Neither the Developer, land owners, nor agents or assigns of either shall commence oil drilling or development operations or refining, upon any part of the property, nor shall oil wells, tanks or tunnels, mineral excavations or shafts be permitted thereon. No derrick or other structure designed for use in boring for oil or natural gas or other minerals shall be erected or maintained upon said property. No exploratory work may be performed upon, above or under the property. Such prohibition shall not extend to the drilling of water wells for domestic use of water on the premises.
12. No hogs, chickens, sheep, goats, and/or cattle shall be kept, raised, bred, or fed on the property. No type of agriculture business shall ever be maintained on the property.
13. No animals other than household pets shall be fed, raised, bred, or kept on the property. Exception: a maximum of one (1) large animal (horse, cow, etc.) per acre may be kept on the portion of the tract at the back of the family residence, and fences and stable facilities, as well as the grounds where the horses are kept, must be maintained in a neat and orderly manner; also on said tracts other animals excluding swine may be kept for FFA or 4-H Club projects only, and before installation the outbuildings, cages or fencing for such other animals involved in such projects must be submitted and approved by the Architectural Control Board and must be kept painted, clean, neat and well maintained at all times.
14. No cess pools shall be dug or permitted on the property.
15. Septic tanks will be permitted on the property, but their construction and location shall comply with all existing state, county or other laws relating thereto. In any event, however, no septic tank shall be constructed and maintained closer than twenty-five (25) feet away from any property line and fifty (50) feet from any roadway. No septic tank may be shared with any other property owner. No more than two (2) septic tanks may be constructed and maintained on the tract unless the owner secures a certificate from a registered professional civil engineer that the construction, location and maintenance of more than two (2) septic tanks

will not pose any pollution danger or nuisance to adjoining property owners. There shall be no outside toilet built or used on the premises.

16. No dismantling or assembling of motor vehicles or any other machinery or equipment shall be done in any street, or front or side yard on any tract.
17. No boat, trailer, nor motorhome is to be parked on any tract for more than twenty-four (24) hours unless stored in a garage or carport.
18. No sign, advertisements, billboards or advertising structure of any kind may be erected or maintained on said property without the written consent of Developer. Developer shall have the right to remove any such non-conforming sign, advertisement or billboard or advertising structure which is placed on said property without such consent and in so doing shall not be liable, and is hereby expressly relieved from any liability for trespass or other tort in connection with, or arising from such removal. This shall not prohibit a "For Sale" or "For Rent" sign on said property if not larger than four foot square.
19. The sale of beer, liquor, or other intoxicants shall never be permitted on the property. No part of the property shall be used for malicious, illegal or immoral purposes nor for any purpose in violation of the laws of the State of Texas, the United States of America or Fort Bend County, Texas, or the police, health, sanitary or fire building codes, regulations or instructions relating to or affecting the use, occupancy or possession of the property.
20. The discharging of firearms on the property shall be at the landowners risk and then only for the limited purpose of protection of property and/or person. Discharging of fireworks is strictly forbidden. No hunting of any kind within **RICHLAND PARK COUNTRY ESTATES** shall be permitted.
21. Developer shall have the right to negotiate necessary utility easements for the benefit of the property and said utility easements may be placed where possible so as not to detract from the premises.
22. The property shall not be used for the purpose of medically or psychologically treating anyone with any sickness or illness.
23. Grantees, their heirs and assigns, are bound and obligated through the purchase of said property, to maintain the same at their own expense in a neat and presentable manner and are obligated to keep the grass, vegetation and weeds on said lot cut as often as may be necessary to

keep things in a neat and attractive condition. In the event that Grantees should, in the opinion of Developer, fail to maintain said property in a neat and attractive manner, Developer will notify Grantees in writing of any objectionable, detrimental, or unattractive conditions existing on said property and request Grantees, or subsequent owners, to eliminate same. In the event such owner shall fail to eliminate any objectionable, detrimental or unattractive condition existing upon said property within fifteen (15) days after receipt of written notice from Developer specifying such objectionable or detrimental condition then, in such event, Developer is authorized to eliminate such condition and the cost of same shall be due and owing by such property owner at the time the work is completed and any such expense incurred by Developer in such event, if not paid within ten (10) days after work is completed shall be added to the maintenance charge and assessed against property owner as hereinafter provided. In the exercise of the aforementioned power to eliminate any objectionable, detrimental or unattractive conditions should a property owner fail to do so, after being duly notified, the Developer shall not be liable, and is hereby expressly relieved from any liability for trespass arising from such action.

24. Culverts installed by tract owners from main road within the Subdivision to their driveways are to be a minimum of 18" reinforced concrete.
25. This property shall be subject to an annual maintenance charge of Fifty and No/100 Dollars (\$50.00) per acre and fraction thereof per year for the purpose of creating a fund to be known as the "**RICHLAND PARK MAINTENANCE FUND**" to be paid by each property owner. This maintenance charge shall be paid annually on the first day of January of each year in advance beginning January 1, 1977, to **RICHCREST DEVELOPMENT, INC.**, including assessments, if any, with any delinquent payments to be increased by a delinquent charge of 9% per annum. Such annual charge may be adjusted by **RICHCREST DEVELOPMENT, INC.**, or its successors from year to year as the needs of the property may, in its judgment, require.

RICHCREST DEVELOPMENT, INC., will render an annual accounting of the fund to the owners of the property, showing the receipts and expenditures. It shall apply the total of the funds so collected so far as they may be sufficient toward doing things necessary and desirable in the opinion of Developer which will benefit the owners or occupants of property within the Subdivision. Grantees purchasing tracts after the January 1 prepayment date on any year will pay their maintenance fund charge on a pro-rata basis at time of closing.

26. As stated hereinabove, when fifty percent (50%) of the tracts in the Subdivision have been sold and homes have been built and are occupied by the owners of said tracts, if the majority of these tract owners vote to do so, a Civic Club will be formed by these homeowners. In addition to electing members to form the committee for architectural control, if such a Civic Club is formed the **"RICHLAND PARK MAINTENANCE FUND"** will at that time take the responsibility of collecting and expending the funds collected from property owners for purposes hereinabove stated, or in accordance with the by-laws of such Civic Club.
27. If Grantees, or their heirs or assigns, shall violate or attempt to violate any of the restrictions and covenants herein contained it shall be lawful for the Developer to prosecute any proceedings at law or in equity against the person or persons violating or attempting to violate such restrictions and either to prevent him or them from so doing or to recover damages or other dues for such violation, for the benefit of Developer, his successors and assigns, as their interest may appear. Developer may recover attorney fees and other expenses in enforcing Restrictions.
28. These covenants and restrictions shall run with the land, and shall be binding upon the Grantees, their heirs and assigns, and all persons or parties claiming under them, for a period of twenty (20) years from the date hereof, at which time they shall be automatically extended for successive periods of ten (10) years each, unless changed or ended in whole or in part as hereinafter provided.
29. The foregoing covenants and restrictions may be terminated or amended by the execution and recordation of a written instrument executed by the owners of a majority of the acreage within said subdivision tract, such owners being allowed one vote for each two (2) acres owned, with any fraction of two (2) acres being not entitled to a vote unless a fraction of two (2) acres was conveyed by Developer by a separate instrument for a separate home site.
30. In the event any one, or more, of these covenants, agreements, restrictions, or conditions shall become or be held invalid, by reason of abandonment, waiver or judicial decision, the same shall in no wise affect the validity of the other covenants, agreements, conditions, or restrictions set out herein, which shall remain in full force and effect.

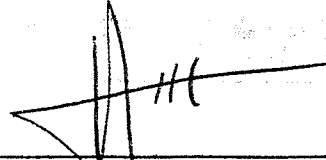
Restrictions - Page 7 - RICHLAND PARK

31. Due to the terrain in the Subdivision, no building setback lines are established in these restrictions. However, it is to be expressly understood that Developer must approve location of any residence built in **RICHLAND PARK**.

These restrictions incorporate the original Restrictions of **RICHLAND PARK COUNTRY ESTATES** dated December 31, 1976 with the Amendment to Restrictions dated June 6, 1977.

EXECUTED this 4th day of November, 2008.

ATTEST:



HUGH ALEXANDER, III
President of Homeowners' Association

DRAFT

AMENDMENT TO RESTRICTIONS

THE STATE OF TEXAS §
COUNTY OF FORT BEND §

WHEREAS, on the 21st day of December 1976, Richcrest Development, Inc., a Texas corporation, as Developer, Ft. Bend Federal Savings and Loan Assn. as Lienholder and Donald L. Shriver as Lien holder, filed for record in Fort Bend County, Texas. Restrictions shown of record in Vol. 714, at Page 583, Deed Records, Fort Bend County, Texas, applicable to 48 acres of land in the Samuel Isaacs League, Abstract 35, Fort Bend County, Texas, known as Richland Park and referred to in said Restrictions as "the Subdivision"; and

WHEREAS, Richcrest Development, Inc., Amended said Restrictions on June 6, 1977 and filed said Amendment to Restriction for record in Fort Bend County, Texas, which are found at Volume 727, Page 255-217.

WHEREAS, pursuant to Paragraph 27 a majority of the tract owners created Richcrest Homeowners Association, Inc. (the "Association") who has since managed the Richland Park Maintenance Fund.

WHEREAS, said undersigned property owners of Richcrest Homeowners Association, Inc. desire to amend said Restrictions pursuant to Paragraph 30 of the Restrictions;

NOW, THEREFORE, the undersigned agree that said Restrictions as Amended, of Richland Park shall be amended as follows, to wit:

1. Paragraph 13 in said Restrictions is amended as follows:

"13. No hogs, roosters, sheep, goats and/or cattle shall be kept, raised, bed or fed on the property. No type of agriculture business shall ever be maintained on the property."

2. Paragraph 14 in said Restrictions is amended as follows:

"14. No animals other than household pets shall be fed, raised, bred or kept on the property. Exception: 1) a maximum of one (1) large animal (horse, cow, etc.) per acre may be kept on the portion of the track at the back of the family residence, and fences and stable facilities, as well as the grounds where the horses are kept, must be maintained in a neat and orderly manner, also on said tracts other animals excluding swine may be kept for FFA or 4-H club projects only, and before installation the outbuildings, cages or fencing for such other animals involved in such projects must be submitted and approved by the Architectural Control Board and must be kept painted, clean, neat and well maintained at all times.; and

2) A maximum of 6 chickens (hens) may be kept at the back of the family residence and kept in accordance with the guidelines promulgated by the Association and filed for record, with the Real Property Records of Fort Bend County, Texas."

3. Paragraph 26 in the Amendment to Restrictions is amended as follows:

"26. This property shall be subject to an annual maintenance charge of \$50.00 (Fifty and No/100) Dollars per acre and fraction thereof per year for the purpose of creating a fund to be known as the "Richland Park Maintenance Fund" to be paid by each property owner. This maintenance charge shall be paid annually on the first day of January of each year in advance Richcrest Homeowners Association, Inc., including assessments, if any, with any delinquent payments to be increased by a delinquent charge of 9% per annum. Such annual charge may be adjusted by Richcrest Homeowners Association, Inc. from year to year as the needs of the property may, in its judgment, require.

Richcrest Homeowners Association, Inc. will render an annual accounting of the fund to the owners of the property, showing the receipts and expenditures. It shall apply the total of the funds so collected so far as they may be sufficient toward doing things necessary and desirable in the opinion of the Associations Board which will benefit the owners or occupants of property within the Subdivision. Grantees purchasing tracts after the January 1 prepayment date on any year will pay their maintenance fund charge on a pro-rata basis at time of closing."

4. Paragraph ___ in said Restrictions is amended as follows:

"27. As stated hereinabove, when fifty percent (50%) of the tracts in the Subdivision have been sold and homes have been built and are occupied by the owners of said tracts, if the majority of those tract owners vote to do so a Civic Club or Association will be formed by those homeowners. In addition to electing members to form the committee for architectural control, if such a Civil Club or Association is formed then the entity will at that time take the responsibility for administering the "Richland Park Maintenance Fund" including the collecting and expending the funds collected from property owners for purposes hereinabove stated, or in accordance with the by-laws of such Civic Club or Association."

5. Paragraph ___ in said Restrictions is amended as follows:

"28. If Property Owners in Richland Park, or their heirs or assigns, shall violate or attempt to violate any of the Restrictions and covenants herein contained it shall be lawful for the Association, or any property owner or owners, to prosecute any proceedings at law or in equity against the person or persons violating or attempting to violate such Restrictions, as amended, and either to prevent him or them from so doing or to recover damages or other dues for such violation. The Association, or property owner, filing said suit may recover attorney fees and other expenses in enforcing Restrictions."

6. Paragraph 33 in said Restrictions is amended as follows:

"33. All property owners in Richland Park shall be members of the Richcrest Homeowners Association, Inc."

EXECUTED this _____ day of _____, 2016.

ATTEST:

DRAFT

Name

Lot

THE STATE OF TEXAS §
 §
COUNTY OF _____ §

BEFORE ME, the undersigned authority, on this day personally appeared _____, known to me to be the person whose name is subscribed to the foregoing instrument, and acknowledge to me that (s)he executed the same for the purposes and consideration therein expressed.

GIVEN UNDER MY HAND AND SEAL this _____ day of _____, 2016.

NOTARY PUBLIC, STATE OF TEXAS
My Commission Expires: _____

Name

Lot

THE STATE OF TEXAS §
 §
COUNTY OF _____ §

BEFORE ME, the undersigned authority, on this day personally appeared _____, known to me to be the person whose name is subscribed to the foregoing instrument, and acknowledge to me that (s)he executed the same for the purposes and consideration therein expressed.

GIVEN UNDER MY HAND AND SEAL this _____ day of _____, 2016.

NOTARY PUBLIC, STATE OF TEXAS
My Commission Expires: _____

Name Lot

THE STATE OF TEXAS §
COUNTY OF _____ §

BEFORE ME, the undersigned authority, on this day personally appeared _____, known to me to be the person whose name is subscribed to the foregoing instrument, and acknowledge to me that (s)he executed the same for the purposes and consideration therein expressed.

GIVEN UNDER MY HAND AND SEAL this _____ day of _____, 2016.

NOTARY PUBLIC, STATE OF TEXAS
My Commission Expires: _____

Name Lot

THE STATE OF TEXAS §
COUNTY OF _____ §

BEFORE ME, the undersigned authority, on this day personally appeared _____, known to me to be the person whose name is subscribed to the foregoing instrument, and acknowledge to me that (s)he executed the same for the purposes and consideration therein expressed.

GIVEN UNDER MY HAND AND SEAL this _____ day of _____, 2016.

NOTARY PUBLIC, STATE OF TEXAS
My Commission Expires: _____

Name Lot _____

THE STATE OF TEXAS §
 §
COUNTY OF _____ §

BEFORE ME, the undersigned authority, on this day personally appeared _____, known to me to be the person whose name is subscribed to the foregoing instrument, and acknowledge to me that (s)he executed the same for the purposes and consideration therein expressed.

GIVEN UNDER MY HAND AND SEAL this _____ day of _____, 2016.

NOTARY PUBLIC, STATE OF TEXAS
My Commission Expires: _____

RICHCREST HOMEOWNERS ASSOCIATION

BY-LAWS

ARTICLE I Name: Richcrest Homeowners Association

ARTICLE II Office of Corporation - as established by the board
Permanent Address - Richland Park
Holmes Road, Richmond, Texas

ARTICLE III Definitions

- Section 1. "Association" shall mean and refer to the Richcrest Homeowners Association, Inc., a Texas non-profit corporation and its successors and assigns hereafter abbreviated as Assoc.
- Section 2. "Owner" shall mean and refer to the recorded owner of a fee simple title for any lot within the boundaries recorded as Richland Park Country Estates, including lots being purchased by Contract for deed.
- Section 3. "Properties" shall mean and refer to the real properties known as "Richland Park" and defined by recorded deed restrictions entitled Richland Park; and any such additions thereto as may hereafter be brought within the jurisdiction of the Assoc. by procedures herein defined (Article V, Sec. 4).
- Section 4. "Common Areas" shall mean and refer to all real properties and improvements thereon owned or leased by the Assoc. and over which the Assoc. has easements for maintenance.
- Section 5. "Developer" shall refer to Richcrest Development, Inc., a Texas corporation.
- Section 6. "Board" shall mean and refer to the Board of Directors of the Assoc.
- Section 7. "By-Laws" shall mean and refer to this instrument as it shall be amended from time to time pursuant to the provisions of this instrument.
- Section 8. "Deed Restrictions" shall mean and refer to all restrictions filed of record covering any and all properties commonly known as Richland Park and entitled "Restrictions, Richland Park Country Estates."
- Section 9. "Book of Resolutions" shall mean and refer to the document containing a collection of resolutions enacted by the "Board" from time to time.
- Section 10. "Lot" shall mean and refer to any plot of land shown on any recorded survey of the property, with the exception of "Common Areas" herein before defined, regardless of whether such plot shall be specified by lot number on the same plat.
- Section 11. "Member" shall mean and refer to members of the Assoc. as set forth in Article V, Sections 1 through 5.
- Section 12. "Notice" shall mean and refer to (a) written notices delivered personally or by U. S. mail to the last known address of the intended recipient and (b) announcement published at least once in a newspaper having general circulation in Ft. Bend County or (c) posting of announcement on the bulletin board of the tennis court recreation center.
- Section 13. "Quorum of Members" shall mean and refer to the representation in person or by proxy of members who hold 50% of the voting rights.

ARTICLE IV

Purpose and Function of the Association

Section 1. The purposes for which the Assoc. is formed are civic and social for the benefit and betterment of the residents and property owners of Richland Park. To carry out such purposes the corporation may, at the direction and discretion of the "Board", perform the following functions, and the exercise of such functions shall be deemed to be within the scope of the activities contemplated by the Corporate Charter:

- (a) To keep complete records of all the affairs of the corporation.
- (b) Exercise all of the powers and privileges and perform all of the duties and obligations of the corporation as set forth in the restrictions of Richland Park recorded in the County Clerk's file in the office of the County Clerk of Ft. Bend County, Texas as same exists or may be amended from time to time.
- (c) Affix, levy, collect and enforce payment by any lawful means, all charges and assessments pursuant to the terms of the restrictions referred to herein above (b); to pay all expenses in connection therewith and all expenses incident to the conduct of the business of this corporation including all licenses, insurance, taxes or other charges legally levied or imposed against the property of the corporation.
- (d) To acquire by gift, purchase or otherwise own, hold or improve, build upon, operate, maintain, convey, sell, lease, transfer, dedicate for public use or otherwise dispose of real or personal property in connection with the affairs of the corporation by vote in accordance with Article V, Section 5.
- (e) To borrow money, to mortgage, pledge or hypothecate any or all of the corporation real or personal property as security for money borrowed or debts incurred by vote in accordance with Article V, Section 5.
- (f) To communicate to members the affairs of the Assoc. through newsletter, notices and general meetings.
- (g) To provide for the maintenance, repairs, preservation, upkeep, protection, and operation of the "Common Areas."
- (h) Any powers and duties exercised by the Assoc. relating to maintenance, operations, repairing, construction or reconstruction may be contracted for with any qualified agent or contractor. In the performance of the powers and duties, the Assoc. may engage the services of agents, independent contractors or employees to manage, operate or perform all or any part of the affairs and business of the Assoc.
- (i) To have and to exercise any and all powers, rights and privileges which a corporation organized under a Non-Profit Corporation Law of the State of Texas, by law may now or hereafter have or exercise.
- (j) To perform any other beneficial function deemed necessary or acceptable by the "Board" for the general well-being or improvement of the property or its members.
- (k) To disperse funds in the functions of social and civic benefit and betterment of Richland Park in the operations' or improvement, maintenance and regulation of "Common Areas".

ARTICLE IV (Cont.)
Section 1.

- (l) To establish and publish a budget each January.
- (m) To obtain and maintain blanket property and comprehensive public liability insurance.

Section 2. To perform through an established committee the purpose of Architectural Control over all improvements of any type within the boundaries described as Richland Park as covered by the "Deed Restrictions" and to further enforce all said restrictions by any process legally at its disposal.

Section 3. The corporation may annex additional property if said property is placed under or submitted to its jurisdiction and if said property is accepted as within its jurisdiction by a resolution of the "Board" and brought before a meeting of members and accepted through a vote (Article V, Section 4).

Section 4. The Assoc. shall have the right to form one or more subsidiary corporations for any purpose or purposes deemed appropriate by a majority vote of the "Board" without limiting the generality of the foregoing one or more subsidiary corporations for the operations and maintenance in any specific area or to perform any function within the properties. Such subsidiary corporation shall be subject to all "Deed Restrictions" and declarations of the By-Laws or Resolutions, and may not take any action to lessen or abate the rights of the members.

ARTICLE V.

Membership and Voting

Section 1. Every lot owner subject to assessment shall be a member of the Assoc. Membership shall be appurtenant to and may not be separated from ownership of any lot which is subject to assessment.

Section 2. Every member shall be entitled to two votes per lot owned subject to maintenance fees. When more than one person holds an interest in any lot, all such parties may not be members but may select one as a member. The votes for such lot shall be exercised as they among themselves determine, but in no event shall more than two votes be cast with respect to any lot.

Section 3. Membership and voting rights are in effect and may be exercised only as long as the maintenance fees are current on lots owned by the member. A delinquent account will result in temporary loss of membership and voting privileges and will be re-instated only when fees plus interest are paid in full.

Section 4. Regular vote: for all regular business conducted by the "Board" outside of the "Board's" given power shall be passed by majority vote of members present at a meeting announced by "Notice" (Article III, Section 12) at least 7 days prior to such meeting date.

Section 5. Special vote: for all financial revisions, special assessments or By-Law revisions, vote shall be passed by the assent by secret ballot of simple majority of a "Quorum of Members". The lack of a quorum will authorize the "Board" to call a second meeting within 60 days subject to the same notice requirement, and the required quorum at this subsequent meeting shall be one-half ($\frac{1}{2}$) of the required quorum at the preceding meeting. No such subsequent meeting shall be held more than 30 days following the preceding meeting.

ARTICLE VI

Meetings

- Section 1. General meeting: open to all members and shall be conducted no less than two (2) times per year, in March and October. Meetings will be announced by "Notice" at least seven (7) days prior to such meeting.
- Section 2. Special Meeting: open to all members. May be called from time to time by the "Board" to conduct special or emergency business subject to the same notice requirement as above.
- Section 3. Board meetings shall meet no less than once per quarter. Minutes of all "Board" meetings must be made available to any Assoc. member upon request.
- Section 4. Committee Meetings shall be scheduled so as not to conflict with a "Board" meeting and may be held as often as required to conduct the affairs in its charge.
- Section 5. Meetings by petition may be called by a petition of 51% or more members presented to any "Board" member and the presentation attested to by one or more witnesses.

ARTICLE VII

Board of Directors

- Section 1. Number. The "Board" shall consist of five (5) directors.
- Section 2. Term. The first year, two (2) directors will serve two years and three (3) will serve one year as they among themselves determine. Thereafter, all board members will serve two (2) year terms. The first year being different as to stagger the board terms to prevent the turnover of the entire board at any given election. Terms expire October 31st the second year of the term.
- Section 3. Nomination. The "Board" will appoint an "Election Committee" no later than two (2) months prior to the October meeting. This Committee will be composed of a chairman and at least three other members, none to be a board member. This committee will select a slate of nominees for board replacement whose membership and voting rights are active, and present them at the General Meeting in October as part of the regular business.
- Section 4. Election. At the October meeting the Board President will turn the meeting over to the Chairman of the Elections Committee. The Committee's slate of candidates will be presented and additional nominees will be accepted from the floor. The selection of "Board" replacements will proceed through a vote as outlined in Article V, Section 4.
- Section 5. Resignation and Removal (a) unexcused absence from three consecutive board meetings is deemed de-facto resignation; (b) a recall is permitted by a simple majority vote at a General Meeting.
- Section 6. Vacancies: the remaining board members are to select a successor.
- Section 7. Duties: to carry out the Purpose and Function of the Assoc. as outlined in Article IV.
- Section 8. Powers: the business and property of the Assoc. shall be managed and controlled by the "Board" and subject to the restrictions imposed by law, by the Articles of Incorporation, or by the By-Laws or by the Resolutions. The "Board" may exercise all of the powers of the corporation. The intent of the By-Laws is to grant the "Board" broad powers for the conduct of the affairs of the Assoc.

ARTICLE VIII

Officer of the Board

- Section 1. Election: the officers of the "Board" will be selected as they among themselves decide at the first "Board" meeting preceding the election at the General Meeting.
- Section 2. President: will preside over all "Board", "General and Special" meetings; will be a member of "Covenants and Deed Restrictions Committee" and "Architectural Control Committee"; will set the agenda with the assistance of the "Board" for all meetings; will report to the "Board" all business conducted in committees on which he or she serves; will be one of three authorized signers of checks of Assoc.
- Section 3. Vice President: will preside over "Board" meeting, "General or Special" meeting in the absence of the president; will assist the president in the affairs of the Assoc.; will be a member of the "Management Committee"; will report to the "Board" all business conducted by "Management Committee"; will be one of the three signatures authorized to sign checks of Assoc.
- Section 4. Secretary: will keep minutes of all "Board", "Special" and "General" meetings called; will maintain and review "Book of Resolutions"; will be a member of "Communications Committee"; will report to the "Board" all business conducted by the "Communications Committee"; prepare a budget related to the affairs of the office of secretary; and shall maintain an updated list of property owners.
- Section 5. Treasure: shall maintain all checking and savings accounts; shall be a member of "Finance Committee"; shall oversee collection and recording of maintenance fees and will work with any outside services contracted to assist with same; shall be one of three authorized signers of checks of Assoc.; shall report to the "Board" all business conducted by the "Finance Committee"; shall prepare budgets for all committees yearly and present to the "Board" each January for approval.
- Section 6. Activities and Recreation: shall plan and organize activities and recreation for residents of Richland Park; shall be responsible for the Summer Program and management of the tennis center in Richland Park; shall be a member of the "Activities and Recreation Committee" and report all business of this committee to the "Board"; shall prepare a yearly budget related to the areas of responsibility.

ARTICLE IX

Maintenance Fees

- Section 1. Maintenance fees shall be collected annually in January or as set by "Board".
- Section 2. Increases of maintenance fees by the "Board" are limited to 15% annually without a vote of members of the Assoc.
- Section 3. Special assessments and/or larger maintenance fee increases shall be by Special Vote (Article V, Section 5).
- Section 4. Delinquent accounts will be charged interest of nine percent (9%) as provided for in the "Deed Restrictions".
- Section 5. Maintenance fees must be current to maintain membership and voting rights in the Assoc. (Article V, Section 3).

ARTICLE X

Property Rights

Section 1. Owners easements of enjoyment: every owner shall have a right of easement of enjoyment into the tennis center area which shall be appurtenant to and shall pass with the title to every lot subject to the following provisions:

- (a) Right of the Assoc. to deny privileges for delinquent maintenance fees or infraction of its published rules and regulations.
- (b) The right of the Assoc. to charge reasonable admission and other fees for the use of any recreational facility situated in the tennis center area.
- (c) Right of the Assoc. to deny voting rights for failure to pay assessments and maintenance fees and interest accrued therein.
- (d) Right of the Assoc. to limit the number of guests of owners and to establish fees for guests' usage of tennis center and facilities.

Section 2. Delegation of Use: Any owner may delegate, in accordance with the By-Laws, his rights of enjoyment to the tennis center and facilities to the members of his family residing with him, his tenants or contract purchasers who reside on the property. Where an owner delegates to the tenant or contract purchaser, the owner and his family members surrendered their right of enjoyment to the tennis center and facilities.

Section 3. Delegation of Voting Rights: An owner may not delegate a voting right; he may, however, exercise his right by written, notarized proxy appointed by him.

BOOK OF RESOLUTIONS

1. It is hereby resolved that the following committees will be established to serve the Richland Park Home Owners Association:

Richcrest

Committees

Section 1. Covenants and Deed Restrictions: the president of the "Board" will be one member of this committee. The "Board" will appoint no less than two (2) additional "members" to this committee. The function of this committee will be to maintain and enforce by-laws, resolutions and Deed Restrictions.

Combiner with asset control

Section 2. Management: the vice-president of the "Board" will be one member of this committee. The "Board" will appoint no less than three (3) additional "members" to this committee. The function of this committee is to manage and maintain all "Common Areas" and prepare a budget related to these functions.

Section 3. Communications: the secretary of the "Board" will be one member of this committee. The "Board" shall appoint no less than three (3) "members" to this committee. The function of this committee will be to publish no less than two (2) newsletters per year, send "Notices", maintain up-to-date property owner list, and maintain the bulletin board in the tennis center, and to prepare a budget related to these functions.

Section 4. Finance Committee: the treasurer of the "Board" will be one member of this committee. The "Board" will appoint no less than one additional "member" to this committee. The function of this committee is to establish budgets for all committees and to carry out responsible fiscal policy related to the affairs of Richland Park, and to insure the proper collection of maintenance fees and assessments and to prepare a budget related to these functions.

*Gerald Speaker
Carol
Joe Finley
Margie Dale*

Section 5. Activities: the activities director will be a member of this committee. The "Board" will appoint no less than three (3) additional "members" to this committee. The function of this committee will be to plan and organize recreation and activities for the benefit of all Richland Park residents; to help organize community organizations, e.g., Garden Club, Yard of the Month Club, etc., and to prepare a budget related to these functions.

*Steve
Nancy
Karen
Paul Speaker*

Section 6. Elections Committee: the elections committee will form in July for the express purpose of selecting nominees for "Board" elections. The "Board" will appoint no less than three (3) members, none of which may be a current "Board" member, to serve on this committee. The chairman of the elections committee will preside over the

COMMITTEES (Cont.)
Section 6.

elections are complete, this committee is dissolved until such time the "Board" appoints new members to activate the committee.

Section 7. Architectural Control: the president of the "Board" will be one member of this committee. The "Board" will appoint no less than three (3) additional members to this committee. The function of this committee is to approve all plans for improvements and enforce all restrictions and resolutions related to architectural control, and prepare a budget related to these functions.

Section 8. Term: each committee will function one (1) year.

Section 9. Vacancies: vacancies will be filled by appointment by the "Board"

Section 10. General: persons appointed to serve on a committee must be an Assoc. member in good standing with membership and voting rights active.

Richcrest Homeowners Association, Inc.

1860 FM 359 Rd., #110

Richmond, TX 77406

March 23, 2018

Gary Lidiak
Coldwell Banker Real Estate
1226 Museum Square Dr.
Sugar Land, TX 77479

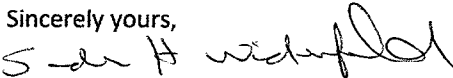
Dear Gary:

What a coincidence meeting up with you in the parking lot while walking into dinner this evening! As I mentioned, I'm forwarding our HOA documents in regard to your new listing for 3623 Richland Park Dr., Richmond, TX 77406.

Please note that a draft for "Amendment to Restrictions" has been included. Our membership approved and voted to adopt the noted changes during our October 2017 meeting. We met with our attorney this week to finalize the draft and move forward with having the document included as an official record. If you should have any questions, please do not hesitate to contact anyone of us for clarification.

Stephany White, Secretary
Kristin Dickerson, Treasurer
Terry Martin, Vice President
Sondra Wiedenfeld, President

Sincerely yours,



Sondra Wiedenfeld
281-844-7252
Richcrest Homeowners Association, Inc.