

Contact Us

12700 Champions Forest Drive
 Houston, TX 77066-1528
 Caroline Roberts - Club Manager
 Phone: (281)444-3522 #4
 Fax: (281)444-9609
 Email: gwfhoa@gmail.com

Denise Delmedico - ACC & Deed Restrictions
 Phone: (281)444-3522 #5
 Email: ddelmedico@att.net

Business Hours

Monday	Closed
Tuesday	9AM - 5PM
Wednesday	Closed
Thursday	9AM - 5PM
Friday	9AM - 5PM

Important Numbers

Fire/Ambulance	9-1-1
Constable's Office	281-376-3472

Service Companies

Center Point Energy	713-207-2222
Water-Billing/Service	832-467-1599

Trash/Recycling

Texas Pride Disposal
 281-342-8178

wcid109@texaspridedisposal.com

www.texaspridedisposal.com

Schools

GWF Elem.	832-484-5700
Wunderlich Int.	832-249-5200
Klein Forest H. S.	832-484-4500

Vacation Watch 281-376-3472
or visit <http://www.cd4.hctx.net/>

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AMENDED DECLARATION OF COVENANTS
CONDITIONS AND RESTRICTIONS OF GREENWOOD FOREST
SUBDIVISION, SECTIONS I - VIII AND
GREENWOOD FOREST ESTATES SUBDIVISION, SECTION I

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RETURN TO:

Greenwood Forest Fund, Inc.
d.b.a
Greenwood Forest Howowners' Association
5203 Old Lodge
Houston, Texas 77066

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AMENDED DECLARATION OF COVENANTS
CONDITIONS AND RESTRICTIONS OF GREENWOOD FOREST
SUBDIVISION, SECTIONS I - VIII AND
GREENWOOD FOREST ESTATES SUBDIVISION, SECTION I

THE STATE OF TEXAS *
*
COUNTY OF HARRIS *

KNOW ALL MEN BY THESE PRESENTS:

THIS AMENDMENT to the Declaration of Covenants, Conditions and Restrictions of Greenwood Forest Subdivision, Sections I - VIII and Greenwood Forest Estates Subdivision Section I, made this 19th day of November, 1990, by a majority of Owners of the Lots in each section of Greenwood Forest Subdivision, Section I - VIII, and of Greenwood Forest Estates Subdivision Section I, in conjunction with the duly authorized officers of the Greenwood Forest Fund, Inc., d/b/a Greenwood Forest Homeowners' Association.

Whereas the undersigned represent a majority of the Owners of the Lots located and situated in each of the following Subdivisions and Sections:

A) Greenwood Forest Subdivision, Section I, a subdivision in Harris County, Texas, according to the maps or plats thereof recorded in Volume 165, page 1, of the Map Records of Harris County, Texas;

B) Greenwood Forest Subdivision, Section II, a subdivision in Harris County, Texas, according to the maps or plats thereof recorded in Volume 165, page 12, and in Volume 168, page 82, of the Map Records of Harris County, Texas;

C) Greenwood Forest Subdivision, Section III, a subdivision in Harris County, Texas, according to the maps or plats thereof recorded in Volume 178, page 101, of the Map Records of Harris County, Texas;

D) Greenwood Forest Subdivision, Section IV, a subdivision in Harris County, Texas, according to the maps or plats thereof recorded in Volume 181, page 38, of the Map Records of Harris County, Texas;

E) Greenwood Forest Subdivision, Section V, a subdivision in Harris County, Texas, according to the maps or plats thereof recorded in Volume 181, page 47, of the Map Records of Harris County, Texas;

F) Greenwood Forest Subdivision, Section VI, a subdivision in Harris County, Texas, according to the maps or plats thereof recorded in Volume 195, page 23, of the Map Records of Harris County, Texas;

G) Greenwood Forest Subdivision, Section VII, a subdivision in Harris County, Texas, according to the maps or plats thereof recorded in Volume 195, page 82, of the Map Records of Harris County, Texas;

H) Greenwood Forest Subdivision, Section VIII, a subdivision in Harris County, Texas, according to the maps or plats thereof recorded in Volume 239, page 75, of the Map Records of Harris County, Texas;

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I) Greenwood Forest Estates Subdivision, Section I, a subdivision in Harris County, Texas, according to the maps or plats thereof recorded in Volume 290, page 85, of the Map Records of Harris County, Texas;

which said instruments are incorporated herein and made a part hereof by reference as if fully set forth in detail; and

WHEREAS, certain instruments subjecting the above described property to certain covenants, restrictions, easements, charges, assessments, obligations and liens have been filed and recorded in the Real Property Records of Harris County, Texas, under the following references:

- | | |
|---|-----------------------|
| A) Greenwood Forest, Section I: | #D034199 |
| B) Greenwood Forest, Section II: | #D058554 and #D128563 |
| C) Greenwood Forest, Section III: | #D342242 |
| D) Greenwood Forest, Section IV: | #D394524 |
| E) Greenwood Forest, Section V: | #D394525 |
| F) Greenwood Forest, Section VI: | #D646686 |
| G) Greenwood Forest, Section VII: | #D662844 |
| H) Greenwood Forest, Section VIII: | #F053500 |
| I) Greenwood Forest Estates, Section I: | #G309077 |

WHEREAS, said Restrictions were created and filed of record for the benefit of all members of the Greenwood Forest Fund, Inc., d/b/a Greenwood Forest Homeowners' Association, herein individually referred to as the "Association"; and

WHEREAS, because of current and projected social and economic circumstances unforeseen by the developers and individual homeowners at the times of initial development, the aforementioned Restriction and any corrections thereto are deficient in relation to the future needs of the subdivisions; and

WHEREAS, because each of these sections is part of a common scheme of development and each has been, and is, and desires to remain under the operational control of the Greenwood Forest Fund, Inc., d/b/a Greenwood Forest Homeowners' Association, and be a part of the greater "Greenwood Forest Subdivision", uniformity in the operative documents is a necessity which is beneficial to all parties involved therein;

NOW, THEREFORE, the undersigned agree to change the "Restrictions" of Greenwood Forest Subdivision, Sections I through VIII, and Greenwood Forest Estates Subdivision, Section I, to read as follows:

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ARTICLE ONE

DEFINITIONS

Section 1. "ASSOCIATION" shall mean and refer to the Greenwood Forest Fund, Inc., d/b/a the Greenwood Forest Homeowners Association, a Texas non-profit corporation, its successors and assigns.

Section 2. "OWNER" shall mean and refer to the record Owner, whether one or more persons or entities, including contract sellers, of a fee simple title to any Lot which is a part of the Properties, but this excludes those having such interest merely as security for the performance of an obligation.

Section 3. "PROPERTIES" shall mean and refer to that certain real property described in the Declaration of Covenants, Conditions and Restrictions of record at County Clerk's office of Harris County, Texas, for Greenwood Forest Subdivision, Section one (1), two (2), three (3), four (4), five (5), six (6), seven (7) and eight (8), and Greenwood Forest Estates Subdivision, Section one (1); more specifically referred to in the map record of Harris County, Texas, as Greenwood Forest, Section I, Vol. 165, Page 1; Section II, Vol. 165, Page 12 and Vol. 168, Page 82; Section III, Vol. 178, Page 101; Section IV, Vol. 181, Page 38; Section V, Vol. 181, Page 47; Section VI, Vol. 195, Page 23; Section VII, Vol. 195, Page 82; Section VIII, Vol. 239, Page 75; and for Greenwood Forest Estates Section I, Vol. 290, Page 85; and such additions thereto as may hereafter be brought within the jurisdiction of the Association.

Section 4. "COMMON AREAS" shall mean all real property which may be owned or acquired by the Association for the common use and enjoyment of the Owners. Such Common Areas shall include, but not be limited to, the Esplanades within each of the sections of the Subdivisions described in the preamble of the house and grounds at 5302 Old Lodge, Houston, Harris County, Texas (Section II, Block 12, Lot 16).

Section 5. "LOT" shall mean and refer to that portion of any of the plats of land shown upon the recorded subdivision maps of Greenwood Forest Subdivision and Greenwood Forest Estates Subdivision, as fully enumerated and described in Article One, Section 3, above, and such additions thereto as may hereafter be brought within the jurisdiction of the Association, on which there is, or may be built, a single family dwelling. There is excepted here the herein afore described Common Areas along with other Reserves as noted on said existing subdivision maps and plats, and any other Common Areas which may be acquired by the Association.

ARTICLE TWO

PROPERTY RIGHTS TO COMMON AREAS

Section 1. "OWNERS'S EASEMENT OF ENJOYMENT" Each Owner shall have a right and easement of enjoyment in and to the Common Areas which shall be appurtenant to and shall pass with the title to every Lot, subject to the following provisions:

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A) The right of the Association to make, publish and enforce reasonable Rules and Regulation for the use of the Common Areas and facilities owned and operated by the Association. Any infraction of these Rules and Regulations may result in a suspension of membership and all membership rights, for a period of not more than sixty (60) days or so long as the infraction continues.

B) The right of the Association to suspend the voting rights and right of the Owner to use the facilities and Common Areas owned or operated by the Association for any period during which any assessment against his Lot remains unpaid.

C) The right of the Association to limit the number of guests of Owners using any portion of the Common Areas and any facilities located thereon.

D) The right of the Association, in accordance with its Articles of Incorporation or By-Laws, to borrow money for the purpose of improving or expanding the Common Areas and facilities and in aid thereof to mortgage said Common Areas. The rights of any such mortgage in said properties shall be subordinate to the right of the Owners hereunder.

E) The right, but not the obligation, of the Association to contract for exclusive services such as water, sanitary sewage, trash collection, fogging, security patrols, etc.

Section 2. "DELEGATION OF USE" Any Owner may delegate, in accordance with the By-Laws of the Association, his right of enjoyment to the Common Areas and facilities to the members of his family, his tenants, or contract purchasers who reside on the Lot.

ARTICLE THREE

MEMBERSHIP AND VOTING RIGHTS IN ASSOCIATION

Section 1. "MEMBERS" Each Owner of a Lot which is subject to assessment by the Association shall be a Member of the Association. Membership shall be appurtenant to and may not be separate from Ownership of any Lot.

Section 2. "VOTING RIGHTS" Each Owner shall be entitled to one (1) vote for each Lot owned. When more than one person holds any fee simple title in any Lot all such persons shall be Members but the vote for such Lot shall be exercised as they, among themselves, determine but in no event shall more than one vote be cast with respect to any Lot.

Section 3. "SUSPENSION OF VOTING RIGHTS" During any period in which a Member shall be in default of payment of any annual or special assessment levied by the Association, the voting rights and right of use of any Association service, including use of Common Areas, by such Member may be suspended by the Board of Directors until such assessment has been paid. Such rights of a Member also may be suspended, after

notice and hearing, for violation of any Rule or Regulation established by the Board of Directors, for a period not to exceed sixty (60) days or so long as the infraction continues.

ARTICLE FOUR

ASSESSMENTS, INSURANCE, TAXES

Section 1. "CREATION OF THE LIEN AND PERSONAL OBLIGATION OF ASSESSMENTS" Each Owner of any Lot, by acceptance of the Deed thereto, whether or not it shall be so expressed in such Deed, and by this Declaration, is deemed to covenant and agree to pay to the Association: (1) annual assessments or charges; and (2) special assessments. Such annual assessments and special assessments shall be collected as herein provided. The annual and special assessments, together with interest and costs of collection thereof, as herein provided, shall be a charge on the Land and shall be a continuing Maintenance Lien upon the property against which each assessment is made. Each such assessment, together with such interest, costs and reasonable attorney's fees, also shall be the personal obligation of the person who was the Owner of such property at the time when the assessment fell due.

Section 2. "PURPOSE OF ASSESSMENTS" The assessment levied by the Association shall be used exclusively to promote the health, safety, welfare, recreation or pleasure of the residents in the properties and for the improvement and maintenance of the Common Areas owned by the Association and areas affecting the houses situated upon the Properties and for the payment of all expenses and obligations lawfully incurred by the Association. It is understood that the judgement of the Board of Directors of the Association in establishing annual assessments, special assessments and other charges, and in the expenditure of said funds shall be final and conclusive as long as said judgement is exercised in good faith.

Section 3. "MAXIMUM ANNUAL ASSESSMENT" Until December 31, 1984, the maximum annual assessment per Lot shall be \$120.00 as stated in the applicable Deed Restrictions.

A) From and after January 1, 1985, the maximum annual assessment per Lot may be adjusted to more clearly reflect the true costs and anticipated economic conditions affecting the Corporation.

B) For calendar year 1985, the maximum annual assessment per Lot shall be \$141.60.

C) From and after January 1, 1986, the Board of Directors may, by unanimous vote, increase the annual assessment by not more than 18% above the maximum annual assessment for the previous year without a vote of the general membership.

D) From and after January 1, 1987, the maximum annual assessment may be increased above 18% more than the maximum annual assessment of the previous year provided that the assessment shall have the assent of two-thirds (2/3) of the votes of the members who are voting in person, by absentee, or by proxy at a meeting duly called for this purpose.

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E) The Board of Directors shall fix the annual assessment at an amount not to exceed the maximum.

F) The Board of Directors, by virtue of the Declaration and powers granted in the Article of Incorporation and the By-Laws of the Association, shall have the authority at its discretion to enter into trash and garbage disposal contracts with contractors to serve the trash and disposal needs of the Owners, and to assess each Owner a pro rata amount of the costs of such trash and garbage disposal services. Such costs, if any, are to be determined independently of and in addition to the maximum annual assessment or any special assessment but with the same force of collection as provided for in the Covenants, Articles and By-Laws for such annual assessments or special assessments. Such contracts for trash and garbage disposal service may be with a public authority or with a private contractor(s), at the sole determination of the Board of Directors.

Section 4. "SPECIAL ASSESSMENTS" In addition to the annual assessments authorized above the Association may levy, in any assessment year, a special assessment, applicable to that year only, for the purpose of defraying, in whole or in part, the cost of any acquisition, construction, reconstruction, repair or replacement, or capital improvement, including furniture and fixtures and other personal property related thereto, on or for any property or asset belonging to or being acquired by the Association, provided that the assessment shall have the assent of two-thirds (2/3) of the votes of Members who are voting in person, by absentee, or by proxy at a meeting duly called for this purpose.

Section 5. "NOTICE AND QUORUM FOR ANY ACTION AUTHORIZED UNDER SECTION 3 OR SECTION 4" Written notice of any meeting for the purpose of taking any action authorized under Section 3 or Section 4 of Article Four shall be sent to all members not less than twenty (20) days in advance of the meeting, setting forth the purpose of the meeting. At the called meeting the presence of Members entitled to cast, or of absentee or proxy votes entitled to cast, one-twentieth (1/20) of the votes of the Membership shall constitute a quorum for any action except as otherwise provided in the Declaration or Articles of Incorporation.

Section 6. "UNIFORM RATE OF ASSESSMENT" Both annual and special assessments shall be fixed at a uniform rate for each Lot.

Section 7. "DATE OF COMMENCEMENT OF ANNUAL ASSESSMENTS DUE DATES" The annual assessment provided for herein shall commence for all Lots on the first day of January. The Board of Directors shall fix the amount of the annual assessment against each Lot at least thirty (30) days in advance of each annual assessment period. Written notice of the annual assessment amount shall be sent to each Owner subject thereto. The Association shall, upon demand and for a reasonable charge, furnish a certificate signed by an Officer of the Association setting forth whether the assessments on a specified Lot have been paid.

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Section 8. "EFFECT OF NON-PAYMENT OF ASSESSMENTS; REMEDIES OF THE ASSOCIATION" Any assessment not paid within thirty (30) days after the due date shall pay interest from the due date at the rate of the prime interest rate plus one (1) percent - the prime interest rate being defined as that last published by the Wall Street Journal preceding the assessment due date. The Association may prepare and file a lien affidavit for delinquent assessments. The Association may bring an action at law against the owner personally obligated to pay the same, or foreclose the lien against the property, and interest, costs and reasonable attorney's fees of such action shall be added to the amount of such assessment. Each Owner, by his acceptance of a Deed to a Lot, hereby expressly vests in the Association, or its agents, the right and power to bring all actions against such Owner personally for the collection of such charges as a debt and to enforce the aforesaid lien by any and all methods available for the enforcement of such liens, including foreclosure by either judicial or non-judicial method, by an action brought in the name of the Association in like manner as mortgage or deed of trust on real property. The lien provided for in this section shall be in favor of the Association acting on behalf of the Lot Owners and shall have the power to bid in the interest foreclosed at foreclosure sale and to acquire and hold, lease, mortgage and convey the same; and to subrogate so much of its right to such liens as may be necessary and expedient. No Owner may waive or otherwise escape liability for the assessments provided for herein by non-use of the Common Areas or by abandonment of his Lot. Should the Association desire to attempt non-judicial foreclosure the Association hereby is given the power to appoint a trustee to enforce such non-judicial foreclosure. Non-judicial foreclosure will be conducted in accordance with section 51.002 of the Texas property Code.

Section 9. "FORECLOSURE/SUBORDINATION" In order to encourage the granting of first mortgage liens on property within the subdivision, before Greenwood Forest Fund, Inc. may proceed to enforce its prior lien by judicial or non-judicial foreclosure upon any Lot on which there is an outstanding, valid and subsisting first mortgage lien, said Greenwood Forest Fund, Inc. shall give the holder of such first mortgage lien sixty (60) days written notice of such proposed action, such notice, which shall be sent to the nearest office of such first mortgage holder by prepaid U.S. Certified Mail, Return Receipt Requested, to contain a statement of the delinquent maintenance charges upon which the proposed action is based. Upon request of any such first mortgage lien holder said Greenwood Forest Fund, Inc. shall acknowledge in writing its obligation to give the foregoing notice with respect to the particular property covered by such first mortgage lien to the holder thereof. Greenwood Forest Fund, Inc. shall, in any event, have the power to subordinate the aforesaid assessment lien to any other lien where deemed in the best interest of the Lot Owners in Greenwood Forest, Greenwood Forest Estates, or any other properties under its jurisdiction. The judgement of the Board of Directors on the subordination of maintenance liens shall be final and conclusive as long as such judgement is exercised in good faith. The sale or transfer of any Lot shall not affect the lien securing the charges provided for herein. In the event the maintenance lien is subordinated to any other lien by instrument duly executed by Greenwood Forest Fund, Inc. then no subsequent foreclosure of the superior lien shall relieve the mortgagor from personal liability for any charges accrued up to the

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date of such foreclosure sale nor release such Lot from the lien securing payment of such subsequent charges.

Section 10. "EXEMPT PROPERTY" All properties dedicated to and accepted by a local public authority and all properties owned by charitable or non-profit organizations exempt from taxes by the laws of the State of Texas shall be exempt from the assessments created herein. However, no land or improvements devoted to dwelling use regardless of ownership shall be exempt from said assessment.

Section 11. "INSURANCE"

A) It is specifically provided that each Owner shall be responsible for obtaining his own personal insurance on his residence as well as its contents against the risks of fire and other hazards.

B) The Board of Directors shall obtain and continue in effect property insurance to insure the buildings and other properties in the Common Areas against risk of loss by fire or other similar hazards and shall obtain comprehensive public liability insurance, in such limits as it shall deem advisable, insuring the Association, its Board of Directors, agents and employees and each Owner from and against liability in connection with the Common Areas.

C) Each Owner shall be responsible at his own expense and cost for obtaining his personal insurance on the contents of his own residence, garage, parking space or other covered areas, including decorations, furnishings and personal property therein, and elsewhere on the Property, and his own personal liability not covered by liability insurance for all Owners obtained as part of the common expense.

D) In the event of damage or destruction by fire or other casualty to any house or other property covered by insurance written in the name of an individual Owner said Owner shall, with concurrence of the mortgagee, if any, upon receipt of the insurance proceeds contract to repair or rebuild such damaged or destroyed portions of such house or other property in a good workmanlike manner in conformance with the plans and specifications of the property prior to the casualty or to plans and specifications approved by the Architectural Control Committee of the Greenwood Forest Fund, Inc., or at Owner's and mortgagee's option to level and clear such property to a condition where it does not constitute a safety or health hazard and does not constitute a nuisance. Repair, rebuilding, or leveling of the property once commenced will be continuous until completion. If, for any reason whatsoever, such Owner should refuse or fail to so begin to repair, rebuild or level the property within 90 days after the casualty, regardless of whether or not the insurance proceeds are sufficient to pay all costs of repairing, rebuilding, or leveling, the Association, by and through its Board of Directors, is hereby irrevocably authorized by such Owner to remove, repair or rebuild any such property to the condition stated above. The Owner then shall repay promptly the Association the amount actually expended for such repairing, rebuilding or leveling, plus interest thereon at the current prime rate plus 1% per annum, and the Association shall have a lien securing payment of such amount, this lien to be identical to that provided in Section 8 securing the assessment, and nonpayment of this lien shall subject the property to foreclosure as herein provided. Although the Board is

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authorized to remove, repair or rebuild any such property as stated above the Board is not obligated to do so.

E) Should any mortgagee fail to concur in the application of the insurance proceeds or the cost of repairing, rebuilding or leveling then such proceeds shall be applied first to the sums secured by the first mortgage, with the excess, if any, applied to the cost of repairing, rebuilding or leveling of the aforesaid property.

F) All costs, charges and premiums for all insurance that the Board of Directors authorizes as provided herein, except on individual houses, shall be a common expense of all Owners and be a part of the maintenance assessment.

G) Notwithstanding any provision of this Section 11 the Association shall maintain the right to seek a mandatory injunction or any other legal remedy to enforce an Owner's obligation to timely repair, rebuild or abate a nuisance.

Section 12. "TAXES" Each Owner shall render directly for taxation his own Lot and improvements and property thereon and shall pay, at his own cost and expense, directly all taxes levied or assessed against or upon his Lot and improvements and property thereon. The Association shall render for taxation and, as part of the common expense of all Owners, shall pay all taxes levied and assessed against or upon the Common Areas and the improvements and property pertaining thereto.

ARTICLE FIVE

ARCHITECTURAL CONTROL

Section 1. "ARCHITECTURAL CONTROL COMMITTEE" No building, fence, wall, swimming pool, gazebo, structural flagpole, satellite dish, windmill, solar panel, exterior light, slab or any other structure or improvement, as herein specifically provided, shall be commenced, erected or maintained upon the Properties, nor shall any exterior addition to or change or alteration thereon be made, until the plans and specifications showing the nature, kind, shape, heights, materials, colors and locations of the same shall have been approved in writing, as to harmony with external design and location in relation to surrounding structures and topography and compliance with all pertinent Deed Restrictions, by (I) the Board or Directors of the Association, or (II) an Architectural Control Committee composed of three (3) or more representatives appointed by the Board. In the event said Board, or its designated Committee, fails to approve or disapprove such design and location within thirty (30) days after said plans and specifications have been submitted to it, approval will not be required and this Article will have been deemed to have been complied with in full. The decision of the Architectural Control Committee, if appointed, may be appealed directly and in person to the Board of Directors at the regular Board meeting of the Association following the Committee's rejection.

193-77-11329

Section 2. "NO WAIVER OF FUTURE APPROVALS" The approval of the ACC of any proposals or plans and specifications or drawings 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 proposals, plans and specifications, drawings, or matters whatever subsequently or additionally submitted for approval and consent.

Section 3. "VARIANCES" The ACC may authorize variances from compliance with any of its guidelines and procedures 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, (b) be contrary to the restrictions set forth in the body of this Declaration, or (c) estop the Committee 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 financing shall not be considered a hardship warranting a variance.

Section 4. "COMPLIANCE WITH GUIDELINES" Any contractor, subcontractor, agent, employee or other invitee of an Owner who fails to comply with the terms and provisions of the guidelines and procedures promulgated by the ACC may be excluded by the Board from the Properties without liability to any person, subject to notice by the Board. The decision by the Board may be appealed directly and in person to the Board of Directors at the regular Board meeting of the Association following the notice.

Section 5. "NO LIABILITY" Review and approval of any application pursuant to this Article is made on the basis of aesthetic considerations only and the ACC shall not bear any responsibility for ensuring the structural integrity or soundness of approved construction or modifications, nor for ensuring compliance with building codes and other governmental requirements. Neither the Declarant, the Association, the Board of Directors, any committee, or member of the foregoing shall be held liable for any injury, damages or loss arising out of the manner or quality of approved construction on or modifications to any structure.

ARTICLE SIX

MAINTENANCE AND REPAIRS

Section 1. "NECESSARY EXTERIOR REPAIRS BY ASSOCIATION OCCASIONED BY MEMBER'S NEGLIGENCE" Every Owner of a Lot, by acceptance of a deed for the same or by acceptance of title as devisee or heir, covenants that he, she or it will not permit the Lot or any improvements (including but not limited to the grass, shrubs, trees, driveways, walks and fences) thereon to be otherwise maintained than in good repair and in safe, neat and attractive condition. In the event that any Member shall fail to so maintain his Lot and such neglect, in the judgement of the Board of Directors of the Association, should result in a condition of unsightliness tending to adversely affect the

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attractiveness, value or enjoyment of neighboring Lots or should it constitute a hazard to persons or property, the Board of Directors of the Association or its Deed Restriction Committee may give notice of such conditions to the Owner of the Lot, demanding that such conditions be abated within thirty (30) days from the date that the notice is sent by U.S. Certified Mail, Return Receipt Requested. If the Owner of the Lot does not rectify the condition by the end of that period the Association may cause work to be performed as is necessary upon the Lot and the cost of such services shall be charged against the Lot upon which such services were performed and shall be added to and become part of the annual maintenance assessment or charge to which such Lot is subject under Article Four hereof, and as part of such annual assessment or charge it shall be a lien and obligation of the Owner in all respects as provided in Article Four hereof, except that payment for any work performed pursuant to this Section shall be due upon presentation to the Owner, either in person or by regular U.S. Mail, of the Association's invoice thereof. Default in prompt and full payment within ten (10) days from the date the invoice is sent to the Owner shall entitle the Association to interest on the amount unpaid from the date of the invoice, at a rate of prime plus one (1) percent, which interest also shall constitute a lien upon the Lot and an obligation of the Owner thereof. The Board is specifically authorized to file a lien affidavit for any sums due from the above that are unpaid after such demand.

Section 2. "ACCESS BY THE ASSOCIATION AT REASONABLE HOURS"

For the purpose of performing, after expiration of the notice period required in Article Six, Section 1, the necessary exterior work as provided in Section 1 of this Article the Association, through its authorized agents, servants, employees or contractors shall have the right to enter upon any Lot within the Properties at reasonable hours except Sundays and holidays. Such entry, however, shall require the two-thirds (2/3) vote of the Board of Directors.

ARTICLE SEVEN

USE RESTRICTIONS

The Lots and Common Areas shall be occupied and used as follows:

Section 1. "RESIDENTIAL USE" No Owner shall occupy or use his Lot or building thereon, or permit the same or any part thereof, to be occupied or used for any purpose other than as a private single family residence for the Owner, his family, guests and tenants. For purposes of this restriction, a single family shall be defined as any number of persons related by blood, adoption, or marriage living with not more than one (1) person who is not related as a single household unit, or not more than two (2) persons who are not so related living together as a single household unit, and the household employees of either such household unit. As used herein the term "private single family residence" shall be construed to prohibit the use of said property for duplex houses, garage apartments or apartment houses and no Lot shall be used or occupied for any business, commercial, trade or professional purposes except as herein specifically provided in Article Seven, Section 19.

Section 2. "DWELLING SIZE" No building shall be erected, altered, placed or permitted to remain on any Lot other than one single family dwelling not to exceed two stories in height and a private garage for not more than three cars and permitted accessories. These restrictions shall not prevent the inclusion of servant quarters in connection with a garage for the use of bonafide servants domiciled with an Owner or Owner's tenant, or the use of such quarters for a family member domiciled with an Owner or an Owner's tenant.

Section 3. "DWELLING AREA" The livable area of each main residence, exclusive of open or screened porches, stoops, open terraces, garages or detached servant's quarters, shall be not less than 1600 square feet.

Section 4. "TYPE OF CONSTRUCTION, MATERIALS AND LANDSCAPE"

A) No residence shall have less than fifty-one percent (51%) brick or equivalent masonry construction in its exterior wall area, except that the detached garages may have wood siding of a type and design approved by the Architectural Control Committee or the Board of Directors of the Association as provided in Article Five herein.

B) Any air conditioning unit installed shall be located or screened so as not to be visible from the street. No window or wall type air conditioner shall be permitted to be used, erected, placed or maintained on or in any building in any room visible from the street.

C) No roof of any Building shall be constructed or covered with asphalt shingles or composition roofing materials unless (a) they are of a weight of approximately 320 pounds or more for each 100 square feet of roof surface or meets or exceeds the specifications for GAF Timberline "roofing material"; or (b) they are approved by the Architectural Control Committee or Board of Directors as provided for in Article Five herein.

Section 5. "BUILDING LOCATION" No building shall be located on any Lot nearer to the front Lot line or nearer to the side street Lot line than the minimum building set back lines shown on the appropriate recorded plat. In any event, no building shall be located on any residential building plot nearer than twenty-five (25) feet to the front Lot line nor nearer than ten (10) feet to any side street Lot line unless otherwise noted on the recorded plat, nor nearer than five (5) feet to the rear Lot line, nor nearer than three (3) feet to any side Lot line, and no building shall be erected lower than an elevation of 72 feet above sea level with elevations properly marked by a certified engineer prior to construction. Each residential structure shall front on the street on which it has the smallest frontage. No fence, wall, pergola, hedge or other detached structure shall be erected, grown or maintained on any part of any Lot forward of the front building line nor shall the above be erected, grown or maintained forward of the side building line of a corner Lot.

Section 6. "LOT AREA AND WIDTH" Lots may be re-subdivided into building sites comprised of a part of one or more Lots as plotted, provided that no dwelling shall be erected or placed on any building

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site containing less than seventy-five hundred (7500) square feet in area or having a width of less than sixty-eight (68) feet at the front building set back line shown on the recorded plat of said subdivision.

Section 7. "EASEMENTS" Easements for the installation and maintenance of utilities, drainage facilities, roads, street and pipelines heretofore granted are reserved as shown on the recorded plat. Further, there also is dedicated and reserved an unobstructed aerial easement for utilities five (5) feet wide and from a plane twenty (20) feet above the ground upward located adjacent to all easements shown on the above recorded plats. No utility company, water district or other authorized entity or political subdivision using the easements herein referred to shall be liable for any damage done by them or their assigns, agents, employees or servants, to shrubbery, trees, flowers or other property of the Owner situated on the land covered by said easement. Further, as referenced heretofore, an easement hereby is granted to the Association, its officers, agents, or employees, and to any management company selected by the Association, to enter in or cross over the Common Area or any Lot to perform the duties of maintenance and repair of the residence or Common Area provided for herein. Notwithstanding anything to the contrary contained in this paragraph, no sewers, electrical lines, water lines, or other utilities may be installed or relocated on the Properties except as initially programed or thereafter approved by the Association's Board of Directors. Should any utility furnishing a service covered by the general easement herein provided request a specific easement by separate recordable document the Association shall have the right to grant such instrument without conflicting with the terms hereof. The easements provided for in this Article shall in no way affect any of the recorded easements on said premises.

An underground electrical distribution system will be, or has been installed in those parts of the Properties designated Underground Residential Subdivision (see original Declarations of Restrictions and Covenants for Greenwood Forest Sections 1, 2a and 2b) which underground service shall embrace all Lots within those Properties. The Owner of each Lot in the Underground Residential Subdivision shall, at his own cost, furnish, install, own and maintain (all in accordance with the requirements of local governing authorities and the National Electric Code) the underground service cable and appurtenances from the point of the electrical company's metering on customer's structure to the point of attachment at such company's installed transformers or energized secondary junction boxes, such point of attachment to be made available by the electrical company at a point designated by such company at the property line of each Lot. The electrical company furnishing service shall make the necessary connections at said point of attachment and at the meter. In addition, the Owner of each Lot shall, at his own cost, furnish, install, own and maintain a meter loop (in accordance with the then current standards and specifications of the electrical company furnishing service) for the location and installation of the meter of such electrical company for the residence constructed on such Owner's Lot. For so long as the underground service is maintained the electrical service to each Lot in the Underground Residential Subdivision shall be uniform in character and exclusively of the type know as a single phase, 120/240 volt, three wire, 60 cycle, alternating current.

Easements for underground utility services may be crossed by driveways and walkways provided prior arrangements have been made with the utility furnishing service. Such easements for underground services shall be kept clean of all other improvements, including buildings, patios, or other pavings, other than crossing walkways or driveways, and no utility company using the easements shall be liable for any damage done by them or their assigns, their agents, employees or servants, to shrubbery, trees, flowers and other improvements of the Owner located on the land covered by said easements.

Section 8. "OBSTRUCTION OF COMMON AREAS AND INTERSECTIONS" There shall be no obstruction of the Common Area. Nothing shall be stored in the Common Area without prior written permission of the Board of Directors. All property 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 it would create a traffic or sight problem.

Section 9. "INSURANCE" Nothing shall be done or kept in the Common Area which will increase the rate of insurance on the Common Area without the prior written consent of the Board of Directors. No Owner shall permit anything to be done or kept in the Common Area which will result in the cancellation of insurance on any part of the Common Area or which would be in violation of any law. No waste will be deposited in the Common Area.

Section 10. "NUISANCE" No noxious or offensive activity shall be carried on upon any Lot or the Common Area, nor shall anything be done thereon which may be or become an annoyance or nuisance to the other Owners. No repair work, dismantling or assembling of motor vehicles or other machinery or equipment shall be permitted in any street, driveway or yard adjacent to the street and forward or sideward of the building line, or in the Common Area, which would be harmful or offensive to the other Owners.

Section 11. "ANNOYANCE" No activity shall be carried on upon any Lot or any Common Area which reasonably might be considered as giving annoyance to neighbors of ordinary sensibilities and which might be calculated to reduce the desirability of the Properties as a residential neighborhood, even though such activities may be in the nature of a hobby and not carried on for profit. The Board of Directors of the Association shall have the sole and exclusive discretion to determine what constitutes an annoyance.

Section 12. "TEMPORARY STRUCTURES AND PROHIBITED VEHICLES"

A) No structure of a temporary character, whether trailer, tent, shack, car port, barn or other outbuilding, shall be maintained or used on any Lot at any time as a residence or for any other purpose; however, anything contained in these restrictions to the contrary notwithstanding,

(I) that there shall be permitted on any residential Lot the use of a dog house, so long as said dog house is not of an unreasonable size, is so placed on a residential Lot so as not to be visible from the street on which said Lot faces, and is constructed and maintained in such a

manner as to comply with Article Five of these restrictions;
 (II) that there shall be permitted on any residential Lot the use of a storage building, not to exceed eight (8) feet in height, ten (10) feet in width and ten (10) feet in length, provided that said storage building is positioned on each residential Lot in the manner that the greatest portion of said building as is possible is not visible from the street on which said Lot faces, and further provided that said storage building is built and maintained in a manner consistent with these restrictions.

B) No camper, trailer, motor home or boat (whether powered or sail or otherwise) or other vehicles of any type except those used for primary transportation will be stored, parked or kept on any Lot or in any street of the Subdivision for more than seventy-two (72) hours during any consecutive seven (7) days, and no inoperative vehicle (inoperative defined herein as not in a current running or usable condition or a vehicle on which the inspection or license plate has expired) may be parked or stored on any Lot or in any street of the Subdivision at any time; provided that nothing herein contained shall be construed to prohibit the storage of an unused or inoperative vehicle or any other vehicle or boat in the garage permitted on any Lot covered hereby, provided further, however, that nothing contained in these restrictions shall be construed to prohibit the storage of all such vehicles or boats, except inoperative vehicles, behind a solid wooden fence constructed on Lots covered by these restrictions, said fence to be maintained in accordance with other provisions of these restrictions. Commercial vehicles, vehicles with commercial writing on their exteriors, vehicles primarily designed for or used for commercial purposes shall be parked only in enclosed garages.

Section 13. "SIGNS AND BILLBOARDS" No signs, billboards, posters or advertising devices of any character shall be erected on any Lot or plot except one sign of not more than five (5) square feet advertising the property for sale or rent, or signs used by a builder to advertise the property during the construction and sales period. No garage sale signs are permitted in the Esplanade or Common Area and no other signs may be placed in the Common Area without the written permission of the Board of Directors. The Association acting through the Board of Directors shall be authorized to enter the Lot and remove any sign, advertisement, billboard or other structure displayed in violation hereof, and in doing so shall not be subject to any liability for trespass or other tort in connection with or arising from such entry and or removal.

Section 14. "OIL AND MINING OPERATIONS" No gas or oil drilling or development operations, oil refining, quarrying or mining operations of any kind shall be permitted upon or in any Lot nor shall oil wells, tanks, tunnels, mineral excavations or shafts be permitted upon or in any Lot. No derrick or other structure designed for use in boring for oil or natural gas or other minerals shall be erected, maintained or permitted upon any Lot.

Section 15. "LIVESTOCK AND POULTRY" No animals, livestock or poultry of any kind shall be raised, bred or kept on any Lot, except that not more than two (2) dogs, cats or other household pets may be kept provided that they not become a nuisance and are not kept, bred or

maintained for any commercial purpose. Litters born to any pet animal allowed above may be kept no longer than three months from date of birth. The foregoing limitation on number of pets shall not apply to hamsters, small birds, fish or other constantly caged animals. Dogs shall at all times whenever they are outside the Lot be confined on a leash held by a responsible person. However, those pets which are permitted to roam free, or, in the sole discretion of the Association, endanger the health or constitute a nuisance or inconvenience to the other Owners shall be removed upon request of the Board of Directors; if the Owner fails to honor such request, the pet may be removed by the Board of Directors.

Section 16. "STORAGE AND DISPOSAL OF GARBAGE AND REFUSE AND CLOTHESLINES" No Lot shall be used or maintained as a dumping ground for rubbish. Trash, garbage, or other waste material shall not be kept except in sanitary containers constructed of metal, plastic or masonry materials with sanitary covers or lids. Trash, garbage or other waste shall be kept screened by adequate planting or fencing, which may not extend beyond the front or side building line, so as to conceal them from public view, except for trash pickup days and twelve (12) hours prior to trash pickup days, with trash pickup days as defined for that particular section or part of the Subdivision. All incinerators or other equipment for the disposal or storage of such waste materials shall be kept in a clean and sanitary condition. Provided, further, that no Lot shall be used for the open storage of any materials whatsoever which storage is visible from the street, except that new building materials used in the construction of improvements erected upon any Lot may be placed upon such Lot at the time construction is commenced and may be maintained thereon for a reasonable time, so long as the construction progresses without undue delay, until the completion of the improvements, after which these materials shall either be removed from the Lot or stored in suitable enclosures on the Lot. There is reserved in favor the Association the determination of the method of garbage disposal for the Subdivision, that is, whether it should be through public authority or through private garbage disposal contractor(s). No permanent clothesline shall be erected or installed.

Section 17. "GAS WATER HEATING AND GAS CENTRAL COMFORT HEATING REQUIREMENTS" In Greenwood Forest Estates Section I each single family house or dwelling unit (hereinafter called house) completed in this Section is required to contain, as a minimum, both gas water heating and gas central heating appliances. If, however, any house completed in this Section does not utilize both gas water heating and gas central comfort heating appliances, then the Owner of the house shall pay to Entex, Inc. a non-utilization of gas facilities charge of \$300. (hereinafter call "non-utilization charge") for each such non-utilized house. The homeowner recognizes that his non-utilization charge is payable and the obligations of this agreement are incurred in lieu of a contribution in aid of construction that otherwise would be required. The non-utilization charge is due and payable thirty (30) days following the date of completion of each non-utilizing house in the Section and bears interest at a rate of ten percent (10%) per annum from the due date. For the purpose of this agreement a house shall be deemed completed upon the installation of both the comfort heating and the water heating appliances. If this non-utilization charge is not

paid, thereby requiring Entex to file suit against the homeowner to enforce any provision of this non-utilization requirement, the homeowner will be required to reimburse Entex, Inc. for expenses incurred in connection with such suit, including court costs, and reasonable attorney fees.

Section 18. "PARKING" No vehicle shall be parked on streets or driveways so as to obstruct ingress and egress by the Owners of the Lots, their families, guests and invitees except for the reasonable needs of emergency, construction or service vehicles to a time limited to as briefly as possible. In any event, no vehicle may be parked for more than seventy-two (72) consecutive hours in public streets or in Common Areas before being reported for tow-a-way. No vehicle may be parked so as to obstruct postal delivery or as to constitute a safety or traffic hazard and no vehicle may be parked on the front or side yard.

Section 19. "BUSINESS USE" No trade or business may be conducted in or from any Lot, except that an Owner or his tenant may conduct business activities within the Lot or building thereon 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 conforms to all zoning requirements for the Properties; (c) the business activity does not involve persons or commercial vehicles coming onto the Properties who do not reside in the Properties or door-to-door solicitation of residents of the Properties; and (d) 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 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 involved 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 therefore.

Section 20. "PLAYGROUND AND RECREATIONAL FACILITIES" Any playground or other recreational facility or area or equipment furnished by the Association or erected within the Properties shall be used at the risk of the user, and the Association shall not be held liable to any Person for any claim, damage, or injury occurring thereon or related to the use thereof.

Section 21. "FIREARMS" The discharge of firearms within the Properties is prohibited. The term "firearms" includes "B-B" guns, pellet guns, and other firearms of all types regardless of size. Notwithstanding anything contained herein, the Association shall not be obligated to take action to enforce this section.

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Section 22. "OUTSIDE ANTENNAS" Exterior television antennas shall be allowed for each Lot if they are roof mounted and do not extend four (4) feet over the main roof hip. Without written approval of the Architectural Control Committee or the Board of Directors, as provided in Article Five herein, no other exterior antennas of any sort shall be placed, allowed or maintained upon any structure or Lot within the properties. In general, satellite dish antennas must be mounted in concrete below ground level, in such a manner that if unanchored in a high wind they should not damage other properties, and so that they do not exceed fence height and are not visible from the street. These guidelines notwithstanding, all plans for a satellite dish antenna must be submitted to the Architectural Control Committee for approval, as provided for in Article Five herein.

Section 23. "FENCES" No fence within the properties is to exceed eight (8) feet in height. No fence within the properties may be made of "chain link". All fences must have the approval of the Architectural Control Committee, as provided for in Section Five herein. Fences, once erected, must be maintained in "like new" condition, normal wear and tear excepted.

Section 24. "NON-DISCRIMINATION" No action shall be taken at any time by the Association or its Board of Directors which in any manner would discriminate against any Owner or Owners in favor or the other Owners.

ARTICLE EIGHT

NOTICE REQUIREMENTS, MANAGEMENT AGREEMENTS, LEASES AND DELEGATIONS

Section 1. "NOTICE OF SALE OR TRANSFER OF TITLE" In the event that any Owner desires to sell or otherwise transfer title to his or her Lot, such Owner shall give the Board of Directors at least seven (7) days prior 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 Board of Directors, 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 2. "NOTICE OF DEFAULT" The Association shall notify a first mortgagee, in writing, upon the request of such mortgagee, of any default by the mortgagor in the performance of such mortgagor's obligations as set forth in the Declaration which is not cured within sixty (60) days.

Section 3. "EXAMINATION OF BOOKS" The Association shall permit record Owners of Lots herein to examine the books and records of the Association during normal business hours or by appointment with the Treasurer.

Section 4. "LEASES" The Association shall require that all leases of any house must: (I) be in writing; and (II) provide that such leases specifically are subject to the provisions of the

Declaration, the Articles of Incorporation and the By-Laws of the Association and that any failure of the lessee to comply with the terms of these documents shall be a default under such leases. Additionally, each Owner shall furnish his tenant(s) with a current copy of these Deed Restrictions on or before the effective date of the lease. Other than the foregoing there shall be no restrictions on the right of the Owner to lease his house.

Section 5. "MANAGEMENT AGREEMENTS" Any management agreement entered into by the Association will be terminable by the Association for cause upon not more than sixty (60) days written notice and the term of management agreement shall not exceed the period of three (3) years, renewable by agreement of the parties to such agreement for successive three (3) year periods.

Section 6. "DELEGATIONS OF OWNER'S USE OF COMMON AREA" Regarding and Owner's delegation of his right of enjoyment to the Common Areas and facilities as provided in Article Two, Section 2, of the Declaration no such delegation shall work a severance of the rights of enjoyment of the Common Areas and facilities from the ownership of a Lot, and any such delegation shall terminate upon conveyance of legal title to such Lot by said Owner.

ARTICLE NINE

GENERAL PROVISIONS

Section 1. "ENFORCEMENT" The Association or any Owner shall have the right to enforce, by any proceeding at law or in equity, all restrictions, conditions, covenants, reservations, liens and charges now or hereafter imposed by the provisions of this Declaration. Failure by the Association or by an Owner to enforce any covenant or restriction herein contained shall in no event be deemed a waiver of the right to do so hereafter.

Section 2. "SEVERABILITY" Invalidation of any one of these covenants or restrictions by judgement or court order shall in no way affect any other provisions which shall remain in full force and effect. In addition, should an invalidation(s) occur, the pre-existing restrictions shall be revived in pertinent parts and shall remain enforceable from that point in time to the extent not in conflict with this document.

Section 3. "DURATION AND FUTURE AMENDMENTS" The rights, use, easements and privileges of the Owners in and to the Common Area as provided for herein shall be deemed to be covenants running with the land and shall be of perpetual duration. This instrument may be amended by an instrument signed by not less than a majority of the Lot Owners. Any amendment must be recorded in the Real Property Records of Harris County, Texas.

Section 4. "ANNEXATION" Additional residential property and Common Area may be annexed to the Properties subject to the following:

A) With the consent of two-thirds (2/3) of the votes of the Members who are voting in person, by absentee, or by proxy at a regular

meeting or a special meeting duly called for this purpose.

B) The annexation or addition may be accomplished by the execution and filing for record by the Owner(s) of the Property being added or annexed of an instrument which may be called "Articles of Annexation" which at least shall set out and provide in substance: the name of the Owner(s) of the Property being annexed who shall be called the "Declarant"; the perimeter description of the Property being added or annexed which for descriptive purposes may be designated as the second, third, etc., as the case may be, section under this amended Declaration; the description of the residential areas and of the Common Area of the Property being added or annexed and the right and easements of the Owners in and to the Common Area; that the Property is being added or annexed in accordance with the provisions of this Declaration of Covenants, Conditions and Restrictions and that the Property being added or annexed shall be developed, held, used, sold and conveyed in accordance with and subject to the provisions of this Declaration of Covenants, Conditions and Restrictions; that all of the provisions of the Declaration of Covenants, Conditions and Restrictions shall apply to the property being added or annexed with the same force and effect as if said property were included originally therein as part of the original development; that the property being added or annexed is being submitted to the jurisdiction of the Association with the same force and effect as if said property were included originally in this Declaration of Covenants, Conditions and Restrictions as part of the original development; that the Common Area of the property being added or annexed will be conveyed to the Association subject to the rights of the Owners therein prior to the sale of the first Lot in the added or annexed property; and such other provisions which are not inconsistent with the provisions of this amended Declaration of Covenants, Conditions and Restrictions.

C) At such time as the "Articles of Annexation" are filed for record and the Common Area of the annexed property as been conveyed to the Association, the annexation shall be deemed accomplished and the annexed area shall be a part of the Properties and subject to each and all of the provisions of this amended Declaration of Covenants, Conditions and Restrictions and to the jurisdiction of this Association in the same manner and with the same force and effect as if such annexed property had been included originally herein as part of the initial development.

D) After addition or annexation are made to the development all assessments collected by the Association from the Owners in the annexed areas shall be commingled with the assessments collected from all other Owners so that there shall be a common Maintenance Fund for the Properties.

Section 5. "RIGHTS OF MORTGAGEES, TRUSTEES, OR LIENHOLDERS"
No violations of any of these covenants, conditions or restrictions shall affect or impair the rights of any Mortgagee, Trustee, or Lienholder under any mortgage or deed of trust, or the rights of any assignee of any Mortgagee, Trustee or Lienholder under any such mortgage or deed of trust.

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This document has been prepared in multiple original counterparts in order to facilitate its execution by the existing Lot Owners whose names appear below. Each counterpart shall be legally valid and of full force and effect notwithstanding that it does not contain the signatures of all such Lot Owners or their respective spouses and shall be binding all signatories thereto.

The aforementioned restrictions, as amended hereby, are ratified and confirmed and shall have the same force and effect as if set forth in the original filed "Restrictions" and shall become effective upon being filed in the Real Property Records of Harris County, Texas.

IN WITNESS THEREOF, the said Lot Owners and the said Officers of the Greenwood Forest Fund, Inc. have executed this instrument in Harris, County, Texas on the date of the acknowledgment of their signatures.

GREENWOOD FOREST FUND, INC.,
d/b/a GREENWOOD FOREST
HOMEOWNER'S ASSOCIATION

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Michael S. Carrier
By: Michael S. Carrier, President

Kenneth Latimer
By: Kenneth Latimer, Vice-President

W. Lynn Perez
By: W. Lynn Perez, Vice-President

Daniel J. Fries
By: Daniel J. Fries, Treasurer

James H. Clement
By: James H. Clement, Secretary

Lena Leago, James A. Byrd, Muriel Byrd, Dipak V. Desai, Carol A. Desai, Sidney R. Burrage, Jennifer J. Burrage, R.B. Zenner, Melonie Zenner, Sally Paulson, Fred H. Whiteside, Catherine R. Whiteside, Daniel P. Ehrenreich, Helen Linda Ehrenreich, Barron C. Housel, Geraldine W. Housel, Wayne G. Zeornes, Cathy A. Zeornes, Charles W. Kinney, Kathryn Ann Kinney, Frank V. Fiore, Helen E. Fiore, Charles E. Plant, Rosaura S. Plant, R.H. Humphreys, Jill R. Humphreys, George J. Fiscella, Gloria Ann Fiscella, W.D. Barnes, Deanna Barnes, Robert W. Curry, Donna F. Curry, Emrice D. Wilson, Marie M. Wilson, Richard D. Zimmel, Mary T. Zimmel, Robert J. Morton, Arlene L. Morton, H. J. Smith, Bobbie J. Smith, George W. Pogue, Helen Pogue, Richard L. Scholwinski, Jane Scholwinski, Jane B. McInvale, Mark E. Bisby, Fancoise A. Bisby, Joseph P. Armon, Jr., Barbara Payne Armon, Richard C. Winterhoff, Valeria S. Winterhoff, Bao K. Lam, Jenny Lam, William H. Devine, Mary M. Devine, Paul D. Malatesta, Margaret Malatesta, Philip J. Lanzisera, Marian Lanzisera, D. E. Roberson, Carolyn M. Roberson, Sharon G. Morgan, James W. Morgan Jr., A. R.

GREENWOOD FOREST CONSTRUCTION AND
DEED RESTRICTION COMPLIANCE GUIDELINES

NOTICE: This document constitutes a dedicatory instrument as defined by Section 202.001(1) of the Texas Property Code and affects all real property subject to that certain Amended Declaration of Covenants, Conditions and Restrictions of Greenwood Forest Subdivision, Sections I - VIII and Greenwood Forest Estates Subdivision, Section I, recorded under Harris County Clerk's File No. M911889.

WHEREAS, the Amended Declaration of Covenants, Conditions and Restrictions of Greenwood Forest Subdivision, Sections I - VIII and Greenwood Forest Estates Subdivision, Section I is recorded under Harris County Clerk's File No. M911889 (the "Declaration");

WHEREAS, Article Five of the Declaration and/or Section 204.010(a)(6) & (18) of the Texas Property Code vest authority in the Association to regulate the use, maintenance, repair, replacement, modification and appearance of the subdivision, establish certain architectural guidelines and to record said guidelines in the real property records;

WHEREAS, the Association's Board of Directors desires to adopt certain guidelines and policies relating to construction activity within the subdivision and the enforcement of deed restrictions;

WHEREAS, on or about the _____ day of _____, 2017, at a duly-noticed and open meeting of the Board of Directors at which a quorum of directors was present the Board did vote to adopt these Greenwood Forest Construction and Deed Restriction Compliance Guidelines and record same in the Official Records of Real Property of Harris County, Texas;

NOW, THEREFORE, the following guidelines, policies and restrictions (collectively the "Guidelines") are hereby adopted as a dedicatory instrument of the Association, effective and enforceable as of the date of recording.

General Guidelines:

1. All capitalized terms used herein shall have the meanings assigned in the Declaration unless otherwise described or defined herein.
2. Pursuant to Article V, Section 1 of the Declaration, no construction of any structure or improvement of any kind shall commence or continue on any Lot until the Owner has received written approval for same by the Association's Board or designed committee ("Written Approval"). No work, including but not limited to: mobilization, temporary or permanent utility work, stockpiling materials, grading or landscaping, placement of refuse or other containers, or other related on-site activity, may commence until the Association issues its Written Approval.

3. Only one sign, not more than 5 square feet in size, is allowed on any Lot for advertising purposes during construction.
4. A construction refuse container placed on a Lot shall be designed and maintained to prevent trash and debris from blowing or falling out. It shall be regularly emptied and maintained and located in the most unobtrusive yet accessible location. The container must be removed 7 days after substantial completion of any work on a Lot.
5. One (1) portable toilet is permitted on a Lot during construction. The portable toilet: cannot be onsite more than seven (7) days before construction commences; must be located as far from the front property line as possible while still enabling regular servicing; must be screened from view from streets or neighbors; must be regularly serviced; and must be removed within seven (7) days after substantial completion.
6. The Association and/or its agents and employees shall have full access to any Lot, construction site and/or construction project once Written Approval has been issued to the Owner, which right of access shall end upon Final Completion of all improvements.

Work Hours and Activity:

7. It is the Owners' responsibility to insure that construction or demolition work is not done on any weekday (that is not a holiday) before 7:30 a.m. or after dusk or 7:00 p.m., whichever is earlier.
8. Construction or demolition work is not permitted at any time on a Sunday, or on a Saturday before 9:00 a.m. or after dusk or 6:00 p.m., whichever is earlier.
9. Construction or demolition work is not permitted at any time on the following listed holidays: New Year's Day, Memorial Day, Independence Day (July 4th), Labor Day, Thanksgiving Day, and Christmas Day.
10. The term "construction or demolition work" in this section means both interior and exterior construction or demolition activities. Construction or demolition work includes actual construction work and staging activities including, without limitation, gathering of workmen, parking of delivery vehicles, delivering, loading and unloading materials, consumables, machinery and equipment or operating any machinery.
11. Notwithstanding the foregoing, construction or demolition work that is not noisy (interior painting, for example) and which does not involve noisy staging activity or other exterior activity, (other than parked passenger vehicles) is permitted between the hours of 9:00 a.m. and 6:00 p.m. within the interior of a residential dwelling or other improvement on any day on which construction or demolition work is otherwise prohibited.

12. Vehicles parked on the street may not block driveways, mailboxes, fire hydrants, or impede normal traffic. Carpools or shuttle may be necessary for compliance with this requirement.

Diligent and Continuous Pursuit of Completion According to Approved Plans:

13. The commencement of any of construction or work shall be deemed as the Owner's acknowledgement and agreement to accept the conditions, rules, restrictions and requirements set forth in the Declaration, these Guidelines and any other Association dedicatory instruments. Any delay or failure of the Association to seek compliance with the Association's dedicatory instruments shall not impair, nor be deemed a waiver of, the Association's right to enforce same at any subsequent time. In addition, none of the requirements of the Association's dedicatory instruments shall be deemed waived unless the Association executes an express written waiver applicable to a particular Lot(s).
14. Material changes, additions and/or omissions in the design or construction outlined or described in the application that received Written Approval from the Association are not permitted without additional prior, written Association approval. Any such unapproved changes are subject to modification or removal as required by the Board.
15. All construction projects must be completed in the time frame agreed upon by the Owner and his or her contractor and as represented by the Owner in the written application submitted to the Association for Written Approval. Any extension of the project time frame beyond that approved in the Written Approval must be approved in writing by the Association.
16. Improvements visible from a street are not permitted to exist in an incomplete state without ongoing and meaningful construction once construction starts. Once commenced, the Owner shall not permit the construction to be stopped, interrupted or abandoned for any substantial period of time ("substantial" to be determined in the Association's sole discretion), and the construction shall be diligently and continuously pursued through Final Completion of all improvements. Periods of inactivity are not permitted absent circumstances the Board determines reasonable in its sole discretion.
17. Each Owner shall ensure that construction is commenced and performed diligently and continuously according to this provision.
18. IF THE OWNER OF A LOT OR TRACT ALLOWS THE PROJECT TO REMAIN INCOMPLETE WITHOUT ONGOING AND MEANINGFUL CONSTRUCTION ACTIVITY, THE BOARD MAY FINISH OR REPAIR THE EXTERIOR OF THE IMPROVEMENTS AND OTHERWISE RESTORE THE PROPERTY TO AN APPROPRIATE CONDITION AT THE OWNER'S EXPENSE, IN ADDITION TO ALL OTHER REMEDIES THE LAW PROVIDES, INCLUDING, WITHOUT LIMITATION, STATUTORY PER DIEM PENALTIES AND ATTORNEYS' FEES, PURSUANT TO ARTICLE VI, SECTION 1 OF THE DECLARATION. COSTS

ASSOCIATED WITH SUCH WORK SHALL BE COLLECTABLE BY THE ASSOCIATION IN THE SAME MANNER AS REGULAR ASSESSMENTS, INCLUDING FORECLOSURE OF THE PROPERTY.

Compliance with Deed Restrictions

19. It is each Owner's responsibility to ensure the Owner's project complies with the terms and provisions of all Association dedicatory instruments, including these Guidelines before and during construction.
20. The Declaration authorizes and/or requires the Board to enforce important general requirements, and to ensure harmony and the continuity of architectural styles within Greenwood Forest. By virtue of this instrument, Owners of Lots in the Subdivision acknowledge that the Board of Directors intends to preserve the historical integrity of the Subdivision and the continuity of architectural styles of residential dwellings and other improvements to be constructed on Lots.
21. Construction on the exterior of your project affects your neighbors throughout Greenwood Forest. Unfortunately, many projects increase the burden on neighbors by deferring completion of the exterior until the interior is completed. Please make every effort to minimize the burden of your construction on your neighbors by completing the exterior work (including landscaping) as soon as possible.
22. Please be advised that should you breach the covenants, conditions and restrictions contained in the Association's dedicatory instruments, after due notice, Sections 5.006 and 209.008 of the Texas Property Code and/or Chapter 38 of the Texas Civil Practice and Remedies Code entitle the Association to seek reimbursement from you of all attorney's fees and costs incurred by the Association in seeking compliance and curing violations.

As always, if we can be of any assistance, please feel free to call our office.

SECRETARY'S CERTIFICATE

I, _____, certify that:

I am the duly qualified and acting secretary of Greenwood Forest Fund, Inc. d/b/a Greenwood Forest Homeowners' Association, a duly organized and existing Texas non-profit corporation (the "Association").

On the ____ day of _____, 2017, at a duly-noticed and open meeting of the Board of Directors of the Association at which a quorum was present, the Board voted in favor of and adopted the foregoing GREENWOOD FOREST CONSTRUCTION AND DEED RESTRICTION COMPLIANCE GUIDELINES. The foregoing instrument is an unrecorded Dedicatory Instrument, as that term is defined by Section 202.001 of the Texas Property Code, pertaining to the Association.

The foregoing instrument is being presented for recording in the Official Records of Real Property of Harris County, Texas, pursuant to Section 202.006 of the Texas Property Code.

Dated: _____

Printed Name: _____
Secretary, Greenwood Forest Fund, Inc.
d/b/a Greenwood Forest Homeowners' Association

THE STATE OF TEXAS §
 §
COUNTY OF _____ §

This instrument was acknowledged before me on the ____ day of _____, 2017, by _____, Secretary of Greenwood Forest Fund, Inc. d/b/a Greenwood Forest Homeowners' Association, a Texas non-profit corporation, on behalf of said corporation.

Notary Public in and for The State of Texas

After recording, return to:
Bartley & Spears, P.C.
14811 St. Mary's Lane, Suite 270
Houston, Texas 77079

AMENDED AND RESTATED
BY-LAWS OF THE
GREENWOOD FOREST FUND, INC.
(Revised June 22, 2008)

ARTICLE I
NAME AND LOCATION

The name of the corporation is the GREENWOOD FOREST FUND, INC., d/b/a the Greenwood Forest Homeowners Association, hereinafter referred to as the "Association". The official registered office of the corporation shall be located at 5302 Old Lodge Drive, Harris County, Houston, Texas, but meetings of members and directors may be held at such places within the State of Texas, County of Harris as may be designated by the Board of Directors.

ARTICLE II
PURPOSE

The purpose for which this corporation is incorporated are those set forth in the Articles of Incorporation. More specifically, the corporation is created solely as an organization described in Section 501(C) (3) and exempt from taxation under Section 501(A) of the Internal Revenue Code of 1954 or corresponding provisions hereinafter in effect. The corporation shall be operated exclusively for such purposes; no part of its net earnings shall inure to the benefit of any private member, director or individual; no substantial part of its funds shall be spent to carry on propaganda to directly influence legislation, or to directly intervene in a political campaign on behalf of or in opposition to any candidate for public office.

ARTICLE III
DEFINITIONS

Section 1. "Association" shall mean and refer to the GREENWOOD FOREST FUND, INC., its successors and assigns.

Section 2. "Properties" shall mean and refer to that certain real property described in the Amended Declaration of Covenants, Conditions and Restrictions of record at County Clerk's office of Harris County for Greenwood Forest Subdivision Sections one (1), two (2), three (3), four (4), five (5), six (6), seven (7), and eight (8), and for Greenwood Forest Estates Subdivision; more specifically referred to in the map record of Harris County as Greenwood Forest Section 1, Vol. 165, Page 1; Section 2, Vol. 165, Page 12 and Vol. 168, Page 82; Section 3, Vol. 178, Page 101; Section 4, Vol. 181, Page 38; Section 5, Vol. 181, Page 47; Section 6, Vol. 195, Page 23; Section 7, Vol. 195; Page 82; and for Section 8, Vol. 239, Page 75; and for Greenwood Forest Estates

Subdivision, Vol. 290, Page 85; and such additions thereto as may be brought within the jurisdiction of the Association under the provision of said Declaration or the Charter of the Association.

Section 3. "Common Area" shall mean all real property owned by the Association for the common use and enjoyment of the owners.

Section 4. "Lot" shall mean and refer to that portion of any of the plats of land shown upon the recorded subdivision maps of GREENWOOD FOREST SUBDIVISION, and GREENWOOD FOREST ESTATES SUBDIVISION, as fully enumerated and described in Article III, Section 2, above, on which there is or will be built a single family dwelling. There is excepted here from the herein before described Common Area along with other Reserves as noted on said subdivision map.

Section 5. "Owner" shall mean and refer to the record Owner, whether one or more persons or entities, of a fee simple title to any Lot which is part of the Properties, including contract sellers, but excluding those having such interest merely as security for the performance of an obligation.

Section 6. "Declaration" shall mean and refer to the Amended Declaration of Covenants, Conditions, and Restrictions applicable to the Properties and recorded at County Clerk's File No. M911889, 193-77-1333, and following, of the Official Public Records of Real Property of Harris County, Texas for the properties more fully described in the map records of Harris County as Greenwood Forest Section 1, Vol. 165, Page 1; Section 2, Vol. 165, Page 12, and Vol. 168, Page 82; Section 3, Vol. 178, Page 101; Section 4, Vol. 181, Page 38; Section 5, Vol. 181, Page 47; Section 8, Vol. 195, Page 23; Section 7, Vol. 195, Page 82; and for Section 8, Vol. 239, Page 75; and for Greenwood Forest Estates Subdivision, Vol. 290, Page 85; and such additions thereto as may be brought within the jurisdiction of the Association under the provision of said Declaration or the Charter of the Association.

ARTICLE IV MEMBERSHIP

Section 1. Membership. Every person or entity who is a recorded owner of a fee simple or undivided fee interest in any Lot or fraction thereof which is subject by the covenants of record to assessment by the Association, including a contract seller, shall be a member of the Association. The foregoing is not intended to include persons or entities who hold an interest merely as security for the performance of an obligation. Membership shall be appurtenant to and may not be separated from ownership of any Lot or fraction thereof which is subject to assessment by the Association. Ownership of such Lot, or fraction

thereof shall be the sole qualification for membership.

Section 2. Suspension of Membership, During any period in which a member shall be in default in the payment of any annual or special assessment levied by the Association, the voting rights and the right of use of any Association service, of such member may be suspended by the Board of Directors until such assessment has been paid. Such rights of a member may also be suspended after notice and hearing, for a period not to exceed 60 days, for violation of any rules and regulations established by the Board of Directors.

ARTICLE V BOARD OF DIRECTORS: SELECTION: TERM OF OFFICE

Section 1. Number. The affairs of the Association shall be managed by a Board of five (5) directors.

Section 2. Election. At the first Annual Meeting under the By-Laws the members shall elect two (2) directors for a term of one (1) year, and three (3) directors for a term of two (2) years; and at each Annual Meeting thereafter the members shall elect the directors for a term of two (2) years to fill each expiring term.

Section 3. Removal. Any director may be removed from the Board, with or without cause, by 2/3 of the members voting in person, by absentee or by proxy at a meeting duly called for this purpose. Any director whose removal is sought shall be given notice prior to any meeting called for that purpose. Upon removal of a director, a successor shall then and there be elected by the Membership to fill the vacancy for the remainder of the term of such director or the vacancy may be filled in the manner prescribed in Article XI, Section 6.

Section 4. Compensation. No director shall receive compensation for any service he may render to the Association. However, any director may be reimbursed for his actual expenses incurred in the performance of his duties.

Section 5. Action Taken Without Meeting. The directors shall have the right to take any action in the absence of a meeting which they could take at a meeting by obtaining the written approval of the majority of the directors. Any action so approved shall have the same effect as though taken at a meeting of the directors.

ARTICLE VI MEETINGS OF DIRECTORS

Section 1. Regular meetings. Regular meetings of the Board of Directors shall be held quarterly or more often at the decision of the Board at such place and hour as may be fixed from time to time by resolution of the Board.

Section 2. Special Meetings. Special meetings of the Board of Directors shall be held when called by the President of the Association, or by any two directors, after not less than three (3) days notice to each director.

Section 3. Quorum. A majority of the number of directors shall constitute a quorum for the transaction of business, except for those actions which require a unanimous vote as specified in the Declaration and these By-Laws. Every act or decision done or made by a majority of the directors present at a duly held meeting at which a quorum is present, except for those which require a unanimous vote, shall be regarded as the act of the Association.

Section 4. Open Meetings. Subject to the provisions of Article V, Section 5, all meetings shall be open to all Voting Members, but Voting Members other than directors may not participate in any discussion or deliberation unless permission to speak is requested on his or her behalf by a director. In such case, the President may limit the time any Voting Member may speak. The General Membership shall be given notice of these regular meetings in a manner selected by the Board. Notwithstanding the above, the President may adjourn any meeting of the Board of Directors and reconvene in executive session, excluding Voting Members, to discuss matters of a sensitive nature, such as pending or threatened litigation, personnel matters, etc.

ARTICLE VII NOMINATION AND ELECTION OF DIRECTORS

Section 1. Nomination. Nomination for election to the Board of Directors may be made by a Nominating Committee. Nominations may also be made from the floor at the annual meeting. The Nominating Committee shall consist of a Chairman, who shall be a member of the Board of Directors, and two or more members of the Association. The Nominating Committee shall be appointed by the Board of Directors prior to each annual meeting of the members. The Nominating Committee shall make as many nominations for election to the Board of Directors as it shall in its discretion determine, but not less than the number of vacancies that are to be filled. Such nominations may be made from among the Members.

Section 2. Election. Election to the Board of Directors shall be by secret written ballot cast at the annual meeting. At such election the members of their proxies may cast, in respect to each vacancy, one (1) vote for each Lot or fraction thereof owned under separate title. For the purpose of this Section of this Article, "fraction thereof" shall mean fractions for and of Lots owned, and shall not mean fractions of the vote for and because of multiple owners of the same Lot, Lots or fractions thereof. The persons receiving a majority of the votes cast shall be elected. Cumulative

voting is not permitted.

ARTICLE VIII
POWER AND DUTIES OF THE BOARD OF DIRECTORS

Section 1. Powers. The Board of Directors shall have the power:

(a) To adopt and publish rules and regulations governing the use of the Common Area and facilities, and the personal conduct of the Members and their delegates and their guests thereon, and to establish penalties for the infraction thereof;

(b) To exercise for the Association all power, duties and authority vested in or delegated to this Association and not reserved to the Membership by other provisions of these By-Laws, the Articles of Incorporation or the Declaration;

(c) To establish, and disburse and maintain such petty cash fund as necessary for efficiently carrying on the business of the Association;

(d) To engage the services of a manager, an independent contractor, or such employees as it deems necessary, and to prescribe the conditions, compensation and duties of their work. Such power shall include authority to enter into management agreements with other parties to manage, operate or perform any part of the affairs and business of the Association;

(e) To engage the services of any contractor which it may deem proper, and it may further contract with, engage, or retain the services of such other persons or corporations at aid or assist it in the proper performance of its duties; provided, however, that the Association agrees that any such contract or contracts shall be in accordance with the Private Investigation and Private Security Agents Act, R.C.S., Article 4413 (2966), or as amended, (the "Act"), if applicable.

Section 2. Duties. It shall be the duty of the Board of Directors:

(a) To cause to be kept a complete record of all its acts and corporate affairs and to present a statement thereof to the Members at the Annual Meeting of the Members or at any special meeting, when such statement is requested in writing by one-twentieth (1/20) of the Members who are entitled to vote;

(b) To supervise all officers, agents, and employees of this Association, and to see that their duties are properly performed;

(c) As more fully provided herein, and in the Declaration (1) To fix the amount of the annual assessment against the Lots at least thirty (30) days in advance of each annual assessment period, as provided in the Declaration, and (2) To send written notice of each

assessment to every Owner subject thereto at least thirty (30) days in advance of each assessment period;

(d) To issue, or to cause an appropriate officer to issue, upon demand by any person, a certificate setting forth whether any assessment has been paid. A reasonable charge may be made by the Board of Directors for the issuance of these certificates. Such certificates shall be conclusive evidence of any assessment therein stated to have been paid;

(e) To at its discretion procure and maintain adequate liability and hazard insurance on property owned by the Association;

(f) To cause all officers, employees or agents, having fiscal responsibility to be bonded and/or insured as it may deem appropriate;

(g) To cause the Common Areas to be maintained;

(h) To perform whatever duties may be necessary for the execution of the purpose of the Corporation.

Section 3. Limitations. Only with the prior approval of the Members shall the Board of Directors have the power to:

(a) sell, dispose of, mortgage or otherwise alienate or encumber any real property of the Association, or

(b) incur indebtedness such that the total debt (including all payables) of the Association would exceed one million dollars (\$1,000,000.00), with such limit to be adjusted each January, in proportion to the change in the Consumer Price Index (Houston area) as published by the U.S. Bureau of Labor Statistics, using the mid-point of 2008 as the base (denominator) and the mid-point of the immediately preceding year as the terminator (numerator), or

(c) accept Annexation of property, or

(d) increase the annual assessment in any year to an amount which is more than 18% above the actual amount of the annual assessment in the prior year.

The approval required by the Members in this Section 3 shall be the assent of at least two-thirds of the votes of the Members in a meeting convened with a quorum of at least one-twelfth (1/12) of the votes of the Membership present in person or by proxy.

ARTICLE IX COMMITTEES

Section 1. The Association may appoint an Architectural Control Committee, as provided in the Declaration, and a Nominating Committee, as provided in these By-Laws. In addition, the Board of Directors may appoint other committees as deemed appropriate in carrying out its purposes, which may include for example, but not by way of limitation, the following:

(a) A Maintenance Committee to advise the Board of Directors on all matters pertaining to the maintenance, repair or improvement of the Properties, and to perform such other functions as the Board in its discretion determines;

(b) A Communications Committee to inform the Members of all activities and functions of the Association and after consulting with the Board of Directors, to make such public releases and announcements as are in the best interest of the Association;

(c) A Deed Restriction Committee to enforce the existing Deed Restrictions as required by the Declaration;

(d) A Security Committee to monitor security for the Subdivision, to supervise security contracts, and to indicate various security programs to the Members;

(e) A Pride Committee to monitor interior Subdivision maintenance of property and to aid in the control of commercial incursion into the area around the Subdivision.

(f) A Hospitality and Welcome Committee to welcome new homeowners into the Community and to advise them on goods and services offered in the Community.

(g) Other standing or ad hoc committees as may be appointed by the Board of Directors.

Section 2. It shall be a function of each committee to receive inquiries from members on any matter involving Association duties and activities within its field of responsibility. It shall dispose of such inquiries as it deems appropriate or refer them to such other committee, director or officer of the Association as is further concerned with the matter presented.

ARTICLE X MEETINGS OF MEMBERS

Section 1. Annual meetings. The first Annual Meeting of the Members shall be held on January 2, 1984. Each subsequent Annual Meeting of the Members shall be held within 90 days of the yearly close of the Association books, at a date, a place and a time specified by the Board. The location of the place of the Annual Meeting must be within the

bounds of the Properties as defined in Article III, Section 2, of these By-Laws, or in an area within five (5) square miles of these boundaries.

Section 2. Special Meetings. Special Meetings of the Members may be called at any time by the President or by the Board of Directors, or upon the written request of the Members who are entitled to vote one-twentieth (1/20) of all the votes of the entire membership.

Section 3. Notice of Meetings. Except as otherwise provided in the Articles of Incorporation, the Declaration or these By-Laws, written notice of each general meeting of the members shall be given by, or at the direction of, the Secretary or person authorized to call the meeting, by mailing a copy of such notice, postage prepaid, at least twenty (20) days before such meeting to each Member entitled to vote thereat, addressed to the Member's last address appearing on the books of the Association, or supplied by such member to the Association for the purpose notice. Such notice shall specify the place, day, hour, and agenda of the meeting and, in the case of a Special Meeting, the special purpose of the meeting.

Section 4. Quorum. The presence at the meeting of Members entitled to cast, and/or of proxies entitled to cast, one-twelfth (1/12) of the votes of the membership shall constitute a quorum for any action except as otherwise provided in the Articles of Incorporation, the Declaration or these By-Laws. If, however, such quorum shall not be present or represented at any meeting, the members entitled to vote thereat shall have the power to adjourn the meeting from time to time, without notice other than announcement at the meeting. At the next so called meeting one-twentieth (1/20) of the votes of the membership shall constitute a quorum. If a quorum is not present at this second meeting call, a third meeting call shall be given as above. The Members present at that meeting shall constitute a quorum.

Section 5. Proxies. At all meetings of Members, each Member may vote in person or by proxy. All proxies shall be in writing and filed with the Secretary. Every proxy shall be revocable and shall specify the meeting or action to which it applies. General proxies shall not be permitted.

Section 6. Absentee ballots. Absentee ballots will be allowed. Each year the Board of Directors will establish the procedure for the use of absentee ballots and will announce and publish this use to the membership with the notice of the Annual Meeting.

Section 7. Waiver of Notice. Waiver of notice of a general meeting of the Members shall be deemed equivalent of proper notice. Any Member entitled to vote may, in writing, waive notice of any meeting of the general membership, either before or after such meeting. Attendance at a meeting by a Member entitled to vote or an alternate shall be deemed waiver by such Member of notice of the time, date, and place, thereof, unless such Member specifically objects to lack of proper notice at the time the meeting is called to order. Attendance at a Special Meeting shall

also be deemed waiver of notice of all business transacted thereat unless objection to the calling or convening of the meeting, of which proper notice was not given, is raised before the business is put to vote.

Section 8. Counting of Ballots. At each Annual or Special Meeting of the Members, the Board of Directors shall arrange in advance the services of a voting supervisor. The voting supervisor and all persons involved in verifying or counting ballots shall be individuals who are neither members of the Board, nor relatives of members of the Board, nor employees, nor relatives of employees of the Association. The voting supervisor shall

- establish the method of verifying and counting ballots,
- supervise the actual counting of ballots, and
- certify with his/her signature the results of all votes taken

The report of each such voting supervisor shall be maintained at the principal office of the Association and be available for inspection by any Member.

ARTICLE XI OFFICERS AND THEIR DUTIES

Section 1. Enumeration of Officers. The officers of this Association shall be a President, a 1st Vice-President, a Secretary, a Treasurer, and a Vice-President and such other officers as the Board may from time to time by resolution create. The immediate past President shall act as an ex-officio of the Board.

Section 2. Election of Officers. The election of officers shall take place at the first meeting of the Board of Directors following each Annual Meeting of the Members, and the officers of the Corporation shall be elected from the elected directors of the Board of Directors. The President and 1st Vice-President should be in their 2nd year of office as a Director of the Corporation.

Section 3. Term. The officers of the Association shall be elected annually by the Board and shall hold office for one (1) year unless they shall sooner resign, or shall be removed or otherwise disqualified to serve.

Section 4. Special Appointments. The Board of Directors may elect such other officers as the affairs of the Association may require, each of whom shall hold office for such period, have such authority and perform such duties as the Board may from time to time determine.

Section 5. Resignation and Removal. Any officer who has three (3) consecutive unexcused absences from regular Board meetings; who is delinquent in the payment of any assessment or other charge due the Association for more than thirty (30) days; or who fails to perform the duties as assigned by the Board may be removed by a unanimous vote of the remaining directors at a regular or special meeting, and a successor may be appointed by the Board to fill the vacancy for the remainder of the term. In the event of death, disability, or resignation of a director, a vacancy may be declared by the Board, and it may appoint a successor. Any officer may resign at any time by giving notice to the Board, the President or the Secretary. Such resignation shall take effect on the date of receipt of such notice or at any later time specified therein. The acceptance of such resignation shall not be necessary to make it effective.

Section 6. Vacancies. A vacancy in any office may be filled in the manner prescribed for regular election of officers. The officer elected to such vacancy shall serve for the remainder of the term of the officer he replaces.

Section 7. Multiple Offices. The offices of Secretary and Treasurer may be held by the same person. No person shall simultaneously hold more than one of any of the other offices except in the case of special offices created pursuant to Section 4 of this Article.

Section 8. Duties of Officers. The duties of the officers are as follows:

(a) President. The President shall preside at all meetings of the Board of Directors and of the Members, shall see that orders and resolutions of the Board are carried out, shall sign all leases, mortgages, deeds and other written instruments.

(b) 1st Vice-President. The 1st Vice-President shall act in the place of the President in the event of his absence, inability or refusal to act, and shall exercise and discharge such other duties as may be required of him by the Board of Directors.

(c) Secretary. The Secretary shall record the votes. and keep the minutes of all meetings and proceedings of the Board and of the Members; keep the corporate seal of the Association and affix it to all papers requiring said seal; serve notice of meetings of the Board and of the Members; keep appropriate current records showing the Members of the Association together with their addresses, and shall perform such other duties as required by the Board of Directors.

(d) Treasurer. The Treasurer shall receive and deposit in appropriate bank accounts all monies of the Association and shall disburse such funds as directed by resolution

of the Board of Directors; keep proper books of account; and shall prepare an annual budget and a statement of income and expenditures to be presented to the Members at its regular Annual Meeting and deliver a copy to each of the Members. He is to insure that all excess funds are properly deposited in adequately insured accounts.

(e) Vice-President. The Vice-President shall perform the duties as assigned by the Board but most especially he will carry out the provisions and duties of the Nominating Committee as described in those By-Laws as Chairman of that Committee.

(f) All Above Officers. The signatures of two (2) of the above officers will be required on all contracts, checks, drafts, and loan agreements. In addition, each loan agreement must be accompanied by a corporate borrowing resolution executed at a properly called meeting of the Board of Directors.

ARTICLE XII CONTRACT WITH MEMBERS

The Members of the Corporation acknowledge that the terms and provisions of the Articles of Incorporation and this code of By-Laws shall constitute a contract between the Corporation and the Members fully as though each member had individually signed a separate instrument containing said terms and conditions.

ARTICLE XIII BOOKS AND RECORDS

The books, records and papers of the Association shall at all times, during reasonable business hours, be subject to inspection by any Member. The Declaration, the Articles of Incorporation and the By-Laws of the Association shall be available for inspection by any Members at the principal office of the Association, where copies may be purchased at a reasonable cost. The Board of Directors shall each year arrange for the services of an independent auditor to prepare a formal audit of the financial operations and condition of the Association, such audit to be completed no later than May 31 of the following year, and presented at the next Annual Meeting. The Board shall also retain an independent accountant to oversee the day-to-day financial activities of the Association and to be present at the Annual Meeting to assist the Treasurer in responding to questions from the Members.

ARTICLE XIV CORPORATE SEAL

The Association shall have a seal in circular form having within its circumference the words: GREENWOOD FOREST FUND, INC.

ARTICLE XV
FISCAL YEAR

The Fiscal Year of the Association shall begin on the first day of January and end on the 31st day of December of every year, except that the first Fiscal Year shall begin on the date of incorporation.

ARTICLE XVI
AMENDMENTS

Section 1. These By-Laws may be amended at a regular or special meeting of the Members, with the assent of at least two-thirds of the votes of the Members in a meeting convened with a quorum of at least one-twelfth (1/12) of the votes of the Membership present in person or by proxy.

Section 2. In the case of a conflict between the Articles of Incorporation and these By-Laws, the Articles of Incorporation shall control; and in the case of a conflict between the Declaration and these By-Laws, the Declaration shall control. In the case of a conflict between the Articles and the Declaration, the Declaration shall control.

ARTICLE XVII
GENDER AND GRAMMAR

The singular wherever used herein shall be construed to mean the plural when applicable, and the necessary grammatical changes required to make the provisions hereof apply to either corporations or individuals, men or women, shall in all cases be assumed as though in each case fully expressed.

Secretary's Certification of Vote Amending By-Laws

I certify that the By-Laws of the Greenwood Forest Fund, Inc. d/b/a Greenwood Forest Homeowners Association were amended by the majority vote of its members on June 22, 2008 at a meeting of members duly called and at which a quorum was present. These changes have been incorporated into the above Amended and Restated By-Laws of the Greenwood Forest Fund, Inc.

, Secretary
Greenwood Forest Maintenance Fund d/b/a
Greenwood Forest Homeowners Association