

NOTICE OF AMENDMENT

DECLARATION OF COVENANTS, CONDITIONS AND RESTRICTIONS FOR
FOREST NORTH, SECTIONS ONE (1), TWO (2) AND THREE (3) SUBDIVISIONS
AND
FOREST NORTH PARK SUBDIVISION

lll

3
Amend
Q

STATE OF TEXAS S
 S KNOW ALL MEN BY THESE PRESENTS
COUNTY OF HARRIS S

WHEREAS, JOHNSON-LOGGINS, INC., and JOHNSON-LOGGINS, INC., TRUSTEE, were the owners of that certain property known as Forest North, Section One, a Harris County Subdivision according to the map or plat thereof filed of record in Volume 194, Page 35, of the Map Records of Harris County, Texas; and

WHEREAS, JOHNSON-LOGGINS, INC., and JOHNSON-LOGGINS, INC., TRUSTEE did impose certain restrictions, covenants and reservations on the Subdivision by that certain instrument entitled "Declaration of Covenants, Conditions and Restrictions for Forest North, Section One, a Subdivision in Harris County, Texas," recorded under County Clerk's File No. D630691 of the Official Public Records of Real Property of Harris County, Texas; and

WHEREAS, HOMECRAFT CORPORATION, BILLY T. GRIFFIN and GERALD NUNEZ, were the owners of that certain property known as Forest North, Section Two and Three, Harris County Subdivisions according to the maps or plats thereof filed of record in Volume 227, Page 133, and Volume 293, Page 28, respectively, in the Map Records of Harris County, Texas; and

WHEREAS, HOMECRAFT CORPORATION, BILLY T. GRIFFIN and GERALD NUNEZ did impose certain restrictions, covenants and reservations on the Subdivision by that certain instrument entitled "Amendment of Declaration of Covenants, Conditions and Restrictions," recorded under County Clerk's File No. E903486 of the Official Public Records of Real Property of Harris County, Texas, adopting, establishing and imposing the covenants, conditions and restrictions contained in the above Declaration for Forest North, Section One (1), upon Forest North, Section Two (2), and Forest North, Section Three (3), (hereinafter referred to collectively as the "Subdivision"); and

WHEREAS, the restrictions, covenants and conditions as set forth in the above instruments have been amended by those certain instruments entitled "Amendment of Declaration of Covenants, Conditions and Restrictions," recorded under County Clerk's File No. J976785 of the Official Public Records of Real Property of Harris County, Texas; and "Amendment of Declaration of Covenants, Conditions and Restrictions," recorded under County Clerk's File No. N297944 of the Official Public Records of Real Property of Harris County, Texas; and "Petition to Modify Existing Restrictions Pursuant to Texas Property Code, Section 204.001, et seq., for Forest North, Section One (1), Two (2) and Three (3), subdivisions of Harris County, Texas", recorded under County Clerk's File No. V164263 of the Official Public Records of Real Property of Harris County, Texas, (hereinafter referred to collectively as the "Restrictions"); and

RP 062-98-0063

WHEREAS, FOREST NORTH PARTNERS, LTD., was the owner of Restricted Reserve "C" of Forest North, Section One, according to the above referenced map or plat thereof, and caused to be filed a Partial Replat of Forest North, Section One, under Film Code No. 537182 of the Map Records of Harris County, Texas, and County Clerk's File No. W843090 of the Official Public Records of Real Property of Harris County, Texas, for the purpose of converting said Restricted Reserve "C" into Single Family Lots subject to the Restrictions in accordance with Article II, Section 1., thereof; and

WHEREAS, on January 21, 2009, at 7:00 p.m., in accordance with Article VII, Section 1.(b) of the Restrictions, at the duly called continuation of the 2007 Annual Meeting of Members of the Forest North Community Improvement Association, there was present in person and by proxy four hundred and twenty-four (424) members of the Association's total membership of seven hundred and fifty-two (752) members, thereby constituting a majority of the total membership of the Association and quorum for the purpose of considering an amendment to Article III, Sections 7. and 7(a). of the Restrictions which then read:

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

7.(a) All Lots shall be kept at all times in a sanitary, healthful, safe and attractive condition. All shrubs, trees, grass, and other plantings, shall be neatly trimmed, properly cultivated and maintained continuously by the Owner thereof in a neat and orderly condition and in a manner to enhance its appearance. No open burning of debris shall be permitted.; and

WHEREAS, a motion was duly made, seconded and approved at said continued meeting by a vote of three hundred forty-seven (347) "For" and seventy-seven (77) "Against" to amend the then existing Article III, Sections 7. and 7(a). of the Restrictions to read as hereinafter set forth;

NOW THEREFORE, I, the undersigned as President of the Forest North Community Improvement Association, do hereby certify that Article III, Sections 7. and 7(a). of the Restrictions of Forest North, Sections One (1), Two (2) and Three (3) Subdivisions, and Forest North Park Subdivision are hereby amended and shall hereafter read as follows:

ARTICLE III. SECTION 7. QUIET ENJOYMENT - No portion of the Properties shall be used, in whole or in part, for the storage of any property or thing that will cause it to appear to be in an unclean or untidy condition or that will be obnoxious to the eye; nor shall any substance, thing, or material be kept upon any portion of the Properties that will emit foul or obnoxious odors or that will cause any noise or other condition that will or might disturb the peace, quiet, safety, comfort, or serenity of the occupants of surrounding property. No noxious, illegal, or offensive activity shall be carried on upon any portion of the Properties, nor shall anything be done thereon tending to cause embarrassment, discomfort, annoyance, or nuisance to any person using any portion of the Properties. There shall not be maintained any plants or animals or device or thing of any sort whose activities or existence in any way is noxious, dangerous, unsightly, unpleasant, or of a nature as may diminish or destroy the enjoyment of the Properties. No outside burning of trash, garbage or household refuse shall be permitted within the Properties. No speaker, horn, whistle, bell or other sound device, except alarm devices used exclusively for security purposes, shall be installed or operated on any Lot.

RP 062-98-0065

ARTICLE III. SECTION 7(a). LOT AND BUILDING MAINTENANCE - The Owner and/or occupant(s) of all Lots shall at all times keep all trees, shrubs, vines, weeds and grass thereon cut and mowed in a sanitary, healthful and attractive manner, including: 1) edging along the driveway, sidewalk, fence, curb and house foundation; and 2) removal of all lawn clippings leaves, pine needles and other debris from the Lot and street(s) adjacent to said Lot.

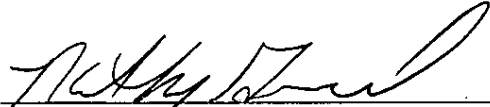
The Owner and/or occupant(s) of all Lots shall in no event use any Lot for storage of material and equipment except for normal residential requirements or incidental to construction of improvements thereon as herein permitted. No residential structure or other building, fence, structure, or improvement upon any Lot shall be permitted to fall into disrepair, and each such residential structure, building, structure, or improvement shall at all times be kept in good condition and repair and adequately painted or otherwise finished by the Owner of the Lot at such Owner's sole cost and expense.

In the event of default on the part of the Owner or occupant of any Lot in observing any or all of the above requirements, such default continuing after ten (10) days written notice (with regard to lawn maintenance), or sixty (60) days (with regard to the residential structure, other buildings, structures, and fences) thereof, the Association through its Board of Directors, its agents, servants or employees, may, without liability to Owner or occupant, in trespass or otherwise, but without being under any duty to do so, enter upon said Lot and cut, or cause to be cut, such trees, shrubs, weeds and grass and remove, or cause to be removed, or do anything necessary to secure compliance with this Section 7(a) and to place such Lot, residential structure, other building, structure, or improvement in a neat, attractive, healthful and/or sanitary condition, and shall charge the Owner or occupant of such Lot for the cost of such work. The Owner and/or occupant, as the case may be, agrees by the purchase or occupation of the Lot to pay such statement within ten (10) days of receipt thereof. Any sums not paid shall become a part of and subject to the Lien established in Article VI of the Declaration and any amendments thereto.

Signed this 3 day of Feb, 2009.

FOREST NORTH COMMUNITY
IMPROVEMENT ASSOCIATION,
a Texas nonprofit corporation





By: Nathy Gerard

Acknowledgment

This instrument was acknowledged before me on (2-3-09) FEBRUARY, 3, 2009, by Nathy Gerard, as President of the Forest North Community Improvement Association, a Texas nonprofit corporation, on behalf of said nonprofit corporation.




Notary Public, State of Texas

RET TO: J. HEWITT
14405 WALTERS RD #960
HOUSTON, TX 77014

9900-86-290 JR

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

FEB 27 2009



Dorothy L. Kayman
COUNTY CLERK
HARRIS COUNTY, TEXAS

Beverly A. Robinson
COUNTY CLERK
HARRIS COUNTY, TEXAS

2009 FEB 27 PM 12:52

FILED

AFFIDAVIT FOR THE FILING OF DEDICATORY INSTRUMENTS

12/30/99 201145764 U152046

\$61.00

THE STATE OF TEXAS §
COUNTY OF HARRIS §

WHEREAS, section 202.006 of Title 11 of the Texas Property Code requires that a property owners' association file its dedicatory instruments in the real property records of the county in which the property is located, and

WHEREAS, the Forest North Community Improvement Association, Inc. is a property owners' association as the term is defined in Title 11 of the Texas Property Code,

NOW THEREFORE, true copies of the following dedicatory instruments of the Forest North Community Improvement Association, Inc. and their amendments, if any, which have not been previously filed in the public records of Harris County, are attached hereto, including:

- (1) Articles of Incorporation
(2) Bylaws
(3) Change of Registered Agent

FURTHER, other dedicatory instruments of the Forest North Community Improvement Association, Inc. have already been filed in the public records for Harris County including, but not limited to, the Declaration of Covenants, Conditions and Restrictions for the Forest North Community Improvement Association, Inc.

SIGNED on this 29th day of December 1999.

Forest North Community Improvement Association, Inc.

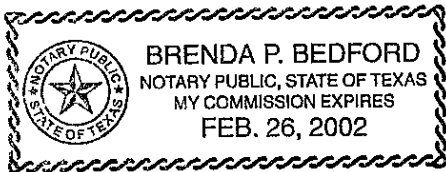
By: Nancy S. Withrow

Name: Nancy S. Withrow
Title: Managing Agent

THE STATE OF TEXAS §
COUNTY OF HARRIS §

BEFORE ME, the undersigned authority, on this day personally appeared Nancy S. Withrow, whose position is managing agent for the Forest North Community Improvement Association, Inc., known to me to be the person whose name is subscribed to the foregoing instrument, and acknowledged to me that she executed the same for the purposes and consideration and in the capacity therein stated.

GIVEN UNDER MY HAND AND SEAL OF OFFICE on this 29th day of December 1999.



Brenda P. Bedford
Brenda P. Bedford
Notary Public in and for the State of Texas
My Commission Expires February 26, 2002

After recording return to:
C.I.A. Services, Inc.
5616 FM 1960 East, Suite 190
Humble, Texas 77346



The State of Texas

Secretary of State

NOV. 24, 1999

CYNTHIA WOOD...FOREST NORTH COMMUNITY IMPRO
13313 SOUTHWEST FRWY, STE 265
SUGAR LAND ,TX 77478-3543

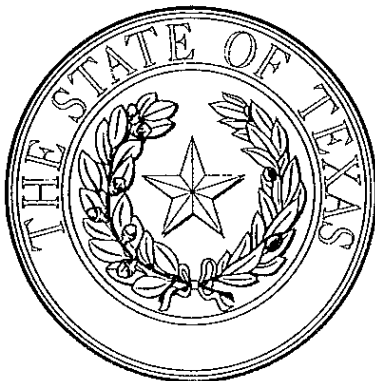
RE:
FOREST NORTH COMMUNITY IMPROVEMENT ASSOCIATION
CHARTER NUMBER 00307763-01

IT HAS BEEN OUR PLEASURE TO APPROVE AND PLACE ON RECORD YOUR
CHANGE OF REGISTERED AGENT OR REGISTERED OFFICE, OR BOTH.

THE APPROPRIATE EVIDENCE IS ATTACHED FOR YOUR FILES AND THE
ORIGINAL HAS BEEN FILED IN THIS OFFICE.

PAYMENT OF THE FILING FEE IS ACKNOWLEDGED BY THIS LETTER.

IF WE CAN BE OF FURTHER SERVICE AT ANY TIME, PLEASE LET US KNOW.



A handwritten signature in black ink, appearing to read "Elton Bomer".

Elton Bomer, Secretary of State

529-92-3408

**Statement of Change of Registered
Office or Registered Agent or Both
By a Texas Domestic Corporation**

FILED
In the Office of the
Secretary of State of Texas

NOV 22 1999

1. The name of the corporation:

Corporations Section

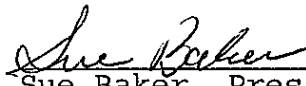
Forest North Community Improvement Association
2. The address, including street and number, of its present registered office as shown in the records of the Secretary of State of the State of Texas prior to filing this statement is:

38 Wilson Road Suite B
Humble Tx 77338
3. The address, including street and number, to which its registered office is to be changed:

13313 SW. Freeway Suite 265
Sugar Land TX 77478-3543
4. The name of the present registered agent, as shown in the records of the Secretary of State of the State of Texas, prior to filing this statement:

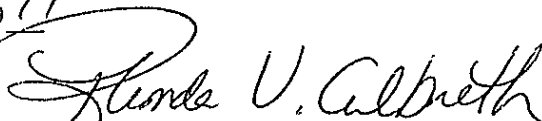
Brian Danneman
c/o Custom Management Services
5. The name of the new registered agent is:

C.I.A. Services, Inc.
6. The address of its registered office and the address of the business office of its registered agent, as changed, will be identical.
7. Such change was authorized by its Board of Directors.

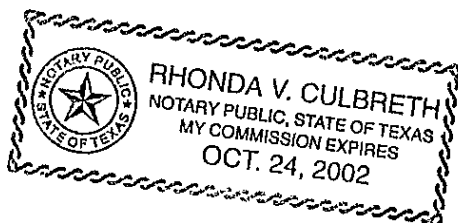


Sue Baker, President

Sworn to November 18, 1999



Rhonda V. Culbreth
NOTARY PUBLIC
My Commission Expires 10/24/2002



NOV 12 1992
529-92-3409



The State of Texas

SECRETARY OF STATE

The undersigned, as Secretary of State of the State of Texas, **HEREBY CERTIFIES** that the attached is a true and correct copy of the following described instruments on file in this office:

FOREST NORTH COMMUNITY IMPROVEMENT ASSOCIATION

Articles of Incorporation

June 5, 1972

IN TESTIMONY WHEREOF, I have hereunto signed my name officially and caused to be impressed hereon the Seal of State at my office in the City of Austin, this

5th day of November, A.D. 1992 der

John Hannah Jr
Secretary of State



529-92-3410

ARTICLES OF INCORPORATION

OF

FOREST NORTH COMMUNITY IMPROVEMENT ASSOCIATION
FILED
In the Office of the
Secretary of State of Texas

JUN 5 1972

[Signature]
Deputy Director, Corporate

We, the undersigned and natural persons of the State of Texas, for years or more, at least two of whom are citizens of the State of Texas, acting as incorporators of a corporation under the Texas Non-Profit Corporation Act, do hereby adopt the following Articles of Incorporation for such corporation:

ARTICLE I

CORPORATE NAME

The name of the corporation is FOREST NORTH COMMUNITY IMPROVEMENT ASSOCIATION.

ARTICLE II

CORPORATE STATUS

The corporation is a nonprofit corporation.

ARTICLE III

DURATION

The corporation is formed for the purposes of providing for maintenance and preservation of the properties subject to the Covenants, Conditions and Restrictions applicable to FOREST NORTH, SECTION ONE, a subdivision in Harris County, Texas, and any additional properties that may hereafter be brought within the jurisdiction of this Association and to promote the health, safety and welfare of the residents within the above-described property and to

1. exercise all of the powers and privileges and to perform all of the duties and obligations of the Association as set forth in that certain Declaration of Covenants, Conditions and Restrictions, hereinafter called the

'Declaration', applicable to the property and recorded or to be recorded in the Map Records of Harris County, Texas, and as the same may be amended from time to time as therein provided, said Declaration being incorporated herein as if set forth at length:

2. fix, levy, collect and enforce payment by any lawful means, all charges or assessments pursuant to the terms of the Declaration; to pay all expenses in connection therewith and all office and other expenses incident to the conduct of the business of the Association, including all licenses, taxes or governmental charges levied or imposed against the property of the Association; and

3. have and exercise any and all powers, rights and privileges which a corporation organized under the Non-Profit Corporation Act of the State of Texas may by law now or hereafter have or exercise; provided that none of the objects or purposes herein set out shall be construed to authorize the corporation to do any act in violation of said Non-Profit Corporation Act or Part Four of the Texas Miscellaneous Corporation Laws Act, and all such objects or purposes are subject to said Acts.

ARTICLE V

The street address of the initial registered office of the corporation is c/o Johnson-Loggins, Inc., 1740 Chamber of Commerce Building, 914 Main Street, Houston, Texas 77002, and the name of its initial registered agent at such address is Larry D. Johnson.

ARTICLE VI

TRUSTEES

The affairs of the Association shall be managed by a Board of five (5) Trustees, who need not be members of the Association. The number of Trustees may be changed by amendment of the Bylaws of the Association. The names and addresses of the persons who are to act in the capacity of their successors are:

529-92-3412

Larry D. Johnson	1740 Chamber of Commerce Building 914 Main Street Houston, Texas 77002
Glenn W. Loggins	1740 Chamber of Commerce Building 914 Main Street Houston, Texas 77002
Ralph E. Reamer	1740 Chamber of Commerce Building 914 Main Street Houston, Texas 77002
Barry W. Ellis	1740 Chamber of Commerce Building 914 Main Street Houston, Texas 77002
Clyde R. Bickham	1740 Chamber of Commerce Building 914 Main Street Houston, Texas 77002

At the first annual meeting beginning in 1973 the members shall elect one trustee for a term of one year, two trustees for a term of two years, and two trustees for a term of three years; and at each annual meeting thereafter the members shall elect that number of trustees equal to the number of trustees whose terms expire at such time.

ARTICLE VIII

MEMBERSHIP

Every person or entity who is a record owner of a fee or undivided fee interest in any property which is subject to a maintenance charge assessment by the Association, including contract sellers, such persons or entities being hereinafter referred to as an "Owner," 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. No Owner shall have more than one membership. Membership shall be appurtenant to and may not be separated from ownership of the property which is subject to assessment by the Association. Ownership of such property shall be the sole qualification for membership.

ARTICLE IX
VOTING RIGHTS

The Association shall have two classes of membership:

Class A. Class A members shall be all those Owners as defined in Article VIII with the exception of the Declarant. Class A members shall be entitled to one vote for each Lot in which they hold the interest required for membership by Article VIII. When more than one person holds such interest in any Lot, all such persons shall be members. 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.

Class B. The Class B member shall be Johnson-Loggins, Inc., the Declarant as defined in the Declaration. The Class B member shall be entitled to three (3) votes for each Lot in which it holds the interest required for membership by Article VIII; provided, however, that the Class B membership shall cease and be converted to Class A membership on the happening of either of the following events, whichever occurs earlier:

- (a) when the total votes outstanding in the Class A membership equal the total votes outstanding in the Class B membership,
or
- (b) on January 1, 1981.

ARTICLE X
DISSOLUTION

Upon dissolution of the Association, other than incident to a merger or consolidation, the assets of the Association shall be dedicated to an appropriate public agency to be used for purposes similar to those for which this Association was created or shall be granted, conveyed and assigned to any nonprofit corporation, association, trust or other organization to be devoted to such similar purposes.

529-92-3414

Dissolution of the Association must be approved in writing and signed by not less than two-thirds (2/3rd) of each class of members. So long as there is a Class B membership, dissolution and/or amendment of these Articles must have the prior approval of the Federal Housing Administration or Veterans Administration.

IN WITNESS WHEREOF, we the undersigned, have hereunto set out hands this _____ day of _____, 1972.

Larry D. Johnson
Larry D. Johnson

Glenn W. Loggins
Glenn W. Loggins

Ralph E. Reamer
Ralph E. Reamer

THE STATE OF TEXAS |
COUNTY OF HARRIS |

I, Mary E. [unclear], a Notary Public, do hereby certify that on this _____ day of _____, 1972, personally appeared before me, Larry D. Johnson, Glenn W. Loggins, and Ralph E. Reamer, who each being by me first duly sworn, severally declared that they are the person who signed the foregoing document as incorporators, and that the statements contained therein are true.

IN WITNESS WHEREOF, I have hereunto set my hand and seal the day and year above mentioned.

[Signature]
Notary Public in and for Harris County,
TEXAS

AMENDED BY-LAWS
OF
FOREST NORTH COMMUNITY IMPROVEMENT ASSOCIATION

This amendment was approved by the Membership April 20, 1994
and supersedes, in its entirety, the initial by-laws dated June 19, 1972
and any additional amendments prior to April 20, 1994.

ARTICLE I

NAME AND LOCATION

The name of the corporation is Forest North Community Improvement Association, a non-profit corporation, hereinafter referred to as the "Association". The Association address shall be PO Box 28 Spring, Texas 77383. 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

DEFINITIONS

Section 1. "Association" shall mean and refer to Forest North Community Improvement Association (FNCIA), its successors and assigns. FNCIA is a non-profit corporation which was organized under the laws of the State of Texas on June 5, 1972, for the purpose of (1) providing for the maintenance and preservation of the properties subject to the Covenants, Conditions and Restrictions applicable to Forest North, Section One, Two and Three, a subdivision in Harris County, Texas, and any additional properties that may hereafter be brought within the jurisdiction of the Association and (2) promoting the health, safety and welfare of the residents of Forest North.

Section 2. "Non-profit" shall mean and refer to the definition as defined by the Texas Non-Profit Corporation Act: "A non-profit corporation is the equivalent of a "not for profit corporation" and means a corporation, no part of the income of which shall be distributable to its Members, Directors or Officers.

Section 3. "Properties" shall mean and refer to those certain properties described in the Declaration of Covenants, Conditions and Restrictions.

Section 4. "Lot" shall mean and refer to a plot of land subject to the jurisdiction of the Association as is more fully specified in the Declaration.

Section 5. "Owner" shall mean and refer to the record owner, whether one or more persons or entities, of any Lot which is a part of the Properties subject to a maintenance charge assessment by the Association, including contract sellers, but excluding those having such interest merely as security for the performance of any obligation or those having only an interest in the mineral estate.

Section 6. "Declaration" shall mean and refer to the Declaration of Covenants, Conditions and Restrictions for FOREST NORTH, SECTION ONE, TWO, THREE, AND ANY FUTURE SECTIONS.

Section 7. "Member" shall mean and refer to those persons who are the owners of a Lot or Lots which are a part of the Properties and are thus entitled to membership in the Association. Each Member shall be entitled to one vote for each Lot in which he holds the interest required for membership. When more than one person holds such interest in any Lot, all such persons shall be Members. The vote for such Lot shall be exercised as the owners among themselves determine, but in no event shall more than one vote be cast with respect to any Lot.

Section 8. Special assessments. Each lot shall be subject to special assessments necessary to conform to annual budgets approved by the Members. In the event additional assessments are needed, such assessments shall be brought before the membership at special meetings called for that purpose. These assessments shall require a majority vote of a quorum of Members of the Association present in person or by proxy. Written notice of such a meeting shall be sent to all Members not less than 15 days nor more than 30 days prior to the date set for said meeting.

Section 9. "Directors" shall mean and refer to those persons who are elected by the Members at the annual meeting (or in some instances, appointed by the Board of Directors) . Each Director elected or appointed must be in good standing. No Director shall be compensated for services on behalf of the Association both directly or indirectly (see "related parties" this section).

Section 10. "Good Standing" shall mean and refer to being current in the payment of all maintenance fees and special assessments.

Section 11. "Officers" shall mean and refer to those individuals elected by the Board of Directors who shall carry out the policies and procedures of the Board and the Association and other duties as set out in Article VII of these by-laws. No officers shall be compensated for any of their services performed on behalf of the association both directly and indirectly (see "related parties" this section).

Section 12. "Related parties" shall mean and refer to the following individuals: Parents, step-parents, brothers, step-brothers, sisters, step-sisters and all children whether or not residing with Members. Also, any businesses, both profit and non-profit, corporate and non-corporate, owned and/or operated by Members, their spouses and the aforementioned relatives are included in the definition of "related parties". For the purpose of this definition, spouse includes spouse by marriage, by common law or by mutual consent. It is expressly forbidden by these by-laws and the non-profit corporation laws of the State of Texas for any Member, their spouse or any related party thereto, to be compensated for any services performed on behalf of the Association. By definitions elsewhere herein, Board of Directors, Officers and Chairs are also prohibited from receiving any compensation for their services on behalf of the Association.

ARTICLE III

MEETING OF MEMBERS

Section 1. Annual Meetings. The regular annual meeting of the Members of the Association shall be held during the third week in January of each year, at 7:00 P.M. at a place

to be designated. If such date for the annual meeting of the Members is a legal holiday, the meeting will be held on the 7th day following which is not a legal holiday.

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 Members who are entitled to vote one-fourth (1/4) of all of the votes of the membership.

Section 3. Notice of Meetings. Written notice of each special meeting of the Members shall be given by, or at the direction of, the secretary or any person or persons authorized to call a meeting, by mailing a copy of such notice, postage paid, at least 15 days before such meeting to each Member entitled to vote thereat, addressed to the Member's address last appearing on the books of the Association, or supplied by such Member to the Association for the purpose of the notice. Such notice shall specify the place, day and hour of the meeting and the purpose of the meeting. Notice of annual meetings shall also be required and given in a like manner.

Section 4. Quorum. The presence at the meeting of Members entitled to cast, or of proxies entitled to cast, one-tenth (1/10) of the votes of 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, until a quorum as aforesaid shall be present or be represented.

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 or designee. Every proxy shall be revocable and shall automatically cease upon conveyance by the Member of his Lot.

ARTICLE IV

BOARD OF DIRECTORS

Section 1. Board of Directors. The affairs of this Association shall be managed by a Board of seven (7) Directors who need not be Members of the Association beginning with the election in January 1995. All Board Members must be in good standing.

Section 2. Term of Office. The Members of the Association shall elect two Directors for a term of one year, three Directors for a term of two years, and two Directors for a term of three years. At each annual meeting, the Members shall elect that number of Directors whose terms expire at that time. Any Director who resigns may not be reappointed for a period of 12 months. Terms shall be staggered starting in 1995 as stated in Section 4, Election.

Section 3. Nomination. Nomination for election to the Board of Directors shall 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 Chairperson 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, to serve from the close of such annual meeting until the close of the next annual meeting. 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.

Section 4. Election. Election to the Board of Directors shall be by secret written ballot. At such election the Members, or their proxies, may cast in respect of each vacancy, as many votes as they are entitled to cast under the provisions of the Declaration. The persons receiving the largest number of votes shall be elected to the terms as outlined in this section.. Cumulative voting shall not be permitted.

In order to start the rotating terms as mandated by the Articles of Incorporation, and to keep them rotating in the future, the election of Directors shall be as following:

1995 - two (2) one year terms, two (2) two year terms, and one (1) three year term

1996 - two (2) one year terms, and one (1) two year term

1997 - two (2) one year terms, two (2) two year terms, and one (1) three year term

1998 - two (2) one year terms, one (1) two year term, and one (1) three year term

1999 - two (2) one year terms, and two (2) two year terms

2000 - two (2) one year terms, one (1) two year term, and one (1) three year term

2001 - two (2) one year terms, two (2) two year terms, and one (1) three year term

2002 - two (2) one year terms, and one (1) two year term

2003 - two (2) one year terms, two (2) two year terms, and one (1) three year term

2004 - two (2) one year terms, one (1) two year term, and one (1) three year term

2005 - two (2) one year terms, and two (2) two year terms

When a vacancy is filled by Board appointment, that position must come up for election at the next annual meeting for its unexpired term (if applicable). Limiting that successful elected Board member to the unexpired term of the originally elected Director, insures the continuation of the rotation of Directors as set forth in this section. The designation of who receives which term will be made by the count of the votes. The candidate with the largest number of votes will be elected for the longest term, the next largest number of votes will be for the second longest term and so on.

Section 5. Removal. Any Director may be removed from the Board, with cause, by a majority of a quorum of Members of the Association present in person or by proxy at an Annual or Special meeting of the Members of the Association. In the event of death, resignation or removal of a Director, his successor shall be selected by the remaining Members of the Board and shall serve until the next Annual meeting of the Association. In the event a successor is not appointed within 30 days by the remaining Members of the Board, a Special Meeting of the Association will be called for by the President of the Board of Directors within 60 days of the vacancy, for the express purpose of electing a Director to serve for the unexpired term of his predecessor.

Section 6. Compensation. No Director shall receive compensation for any service he may render to the Association; provided, however, any Director may be reimbursed for his

actual expenses incurred in the performance of his duties, with the exception of mileage, with proper documentation. Under the laws of the State of Texas, it is expressly forbidden for a non-profit corporation to distribute any of the income to its Members, Directors or Officers.

Section 7. Action Taken Without a 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 all of the Board members. Any actions so approved shall have the same effect as though taken at a meeting of the Directors. No phone votes shall be permitted.

ARTICLE V

MEETINGS OF DIRECTORS

Section 1. Monthly Meetings. Monthly meetings of the Board of Directors shall be held with notice, at such place and hour as may be fixed from time to time by resolution of the Board. Should said meeting fall upon a legal holiday, then that meeting shall be held on the 7th day following which is not a legal holiday. These meetings (except executive sessions) shall be open to the Members of the Association for attendance.

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 Director after not less than three (3) days' notice to each Director. Such notice may be waived at, or prior to, such meetings only if all Board of Directors agree. Minutes of special meetings will be available for review of the association Members at the next scheduled Board of Directors' regular monthly meeting (see Section 5).

Section 3. Executive Sessions. Executive sessions shall occur only when discussions regarding hiring/firing, deed restriction violations, delinquency of individuals maintenance fees and special assessments or legal action take place. Minutes of executive sessions are available for review to the membership; however, minutes shall be prepared within 30 days and kept by the Secretary who is a member of the Board of Directors (see Section 5).

Section 4. Quorum. A two-thirds majority shall constitute a quorum for the transaction of business. Every action or decision done or made by a majority of the Directors present at a duly held meeting at which a quorum is present shall be regarded as the act of the Board.

Section 5. Prior to review of the books, records, and minutes of meetings, a written request must be submitted indicating the proper purpose of the review. In the event of sensitive information, a confidentiality statement must be signed per Article 1396-2.23 of the Texas statutes.

ARTICLE VI

POWERS AND DUTIES OF THE BOARD OF DIRECTORS

Section 1. Powers. The Board of Directors shall:

- (a) suspend the voting rights and rights to the use of any facilities or services provided by the Association of a Member during the period in which such Member shall be in default in the payment of maintenance fees and any assessment levied by the Association. Such rights will also be suspended after notice and hearing, for a period not to exceed 60 days for infraction of published rules and regulations;
- (b) exercise for the Association all powers, duties and authority vested in or delegated to this Association and not reserved to the membership by other provisions by these by-laws, the Articles of Incorporation or the Declaration;
- (c) declare the office of a member of the Board of Director to be vacant in the event such member shall be absent from three (3) consecutive monthly meetings of the board of Directors; and
- (d) contract a management company, independent contractors and other agents and/or employees as they deem necessary, and to prescribe the duties and the terms of their services or employment. No contractor, agent or employee will have the power to make decisions expressly reserved for the Board, its officers and the Members. No Member, spouse of a Member,

Director, officer, chair or any related parties thereto are allowed to be contracted or employed for compensation.

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

- (a) cause to be kept a complete record of all its acts and corporate affairs, to present a statement thereof to the Members at the regular monthly meeting and a synopsis at the annual meeting of the Members, or at any special meeting when such statement is requested in writing by one-fourth (1/4) of the Members who are entitled to vote;
- (b) supervise all officers, agents and employees of this Association and to see that their duties are properly performed;
- (c) take such actions as it deems appropriate to collect all maintenance and special assessment fees billed against the properties subject to the jurisdiction of the Association and to enforce the liens given to secure payment thereof;
- (d) issue, or cause an appropriate officer to issue, upon demand by any person, a certificate setting forth whether or not any assessment has been paid. A reasonable charge may be made by the Board for the issuance of these certificates. If a certificate states an assessment has been paid, such certificates shall be conclusive evidence of such payment;
- (e) procure and maintain such liability and hazard insurance as it may deem appropriate on any property or facilities owned by the Association and to provide liability insurance for the Board of Directors during the performance of their duties;
- (f) cause any officers or employees having fiscal responsibilities to be bonded, as it may deem appropriate;
- (g) provide for a safe and secure neighborhood for the Members, their families and their properties by insuring that the necessary funds are made

available so that at the minimum, police patrols and street lights are provided (this duty shall be superior to any other duties that might be granted to the Members by these by-laws);

(h) manage the Association's funds in accordance with the annual budgets approved by the Members (as set out in Article IX, Section 2, the authority to fix special assessments, other revenues and all expense rests with the Members in the budget approval process), and;

(i) prepare, or cause to be prepared, and approve a report of the financial activity of the corporation for the preceding year, in accordance with Article 1396-2.23A(B) of the Texas Non-Profit Corporation Act.

ARTICLE VII

OFFICERS AND THEIR DUTIES

Section 1. Enumeration of Officer. The officers of this Association shall be a president and vice president, a secretary; and a treasurer, who shall at all times be a member of the Board of Directors; and such other officers or Chairpersons as the Board may from time to time by resolution create. All Association checks must be co-signed by at least two (2) officers whose signatures must be on file at the Association's bank. Additionally, all official documents, contracts, etc., must be signed by at least two (2) officers when practical.

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.

Section 3. Term. The officers of this Association shall be elected annually by the Board and each 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 may appoint such other Chairpersons 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.

Chairpersons to be appointed are: Financial, Security, Open Areas, Special Events and any other such Chairs deemed appropriate by the Board of Directors.

Section 5. Resignation and Removal. Any officer may be removed from office with cause by the Board. Any officer may resign at any time by giving written 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, and unless otherwise 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 by appointment by the Board. The officer appointed to such vacancy shall serve for the remainder of the term of the officer he replaces.

Section 7. Multiple Officers. The president shall not hold multiple offices.

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

President

(a) The president shall preside at all meetings of the Board of Directors and of the Association, and shall see that orders and resolutions of the Board are carried out. The president shall have voting privileges only in the event of a tie vote, and shall vote his/her conscience.

Vice President

(b) The vice president shall act in the place and stead 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.

Secretary

(c) 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 on 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. It shall be the responsibility of the secretary to ensure that minutes of all meetings, including special meetings, be available for review by the membership at the next regular monthly meeting of the Board of Directors. See Article V Section 5.

Treasurer

(d) The treasurer shall:

(1) receive and deposit in appropriate bank accounts all moneys of the Association and shall disburse such funds as directed by resolution of the Board of Directors and

(2) keep proper books of account, keep accurate books and records of the fiscal affairs of the Association, and make the same available for inspection by Members of the Association by appointment within a reasonable time frame.

(3). The Treasurer must insure that timely filing of required Federal (941's, 940's, 990's, etc.) and State (SUTA, etc.) tax returns are made. Also, the treasurer must insure that timely filings of local municipal requirements are made, if applicable.

ARTICLE VIII

DUTIES AND POWERS OF THE MEMBERS

The Members shall:

(a) have the duty to pay their maintenance and special assessment fees in a timely manner, thereby insuring the proper funds for the expenditures as set forth in the approved budget;

(b) have the duty to serve the Board and Forest North by volunteering on committees, and actively participating in the community;

(c) have the power to approve the annual budget as set forth by these by-laws;

- (d) have the duty to attend annual and special meetings,
- (e) have the duty to act in a manner that is in the best interest of FNCIA.

ARTICLE IX

COMMITTEES

The Board of Directors shall:

Section 1. appoint a Nominating Committee, as provided in these by-laws, Article IV, Section 3.

Section 2. appoint a Finance Committee (hereinafter referred to as the "FC") at its annual meeting. The FC will consist of five (5) Members, all of whom must be Members and one of whom must be a current Director. This Director will chair the FC and one member will be designated "record-keeper" and will have the responsibility of keeping the minutes of all duly called meetings of the FC. A copy of all minutes will be made a permanent record of the FC, and a copy of all the minutes will be delivered to the Board for inclusion in their records. The FC Members will serve for a period of not more than one year. Vacancies in the FC must be filled within twenty (20) days and will be filled at the discretion of the chair. Volunteers for this committee must make their wishes known prior to the annual meeting of the Board or prior to the filling of vacancies.

(a). Quorum. At any duly called meeting where decisions concerning the form and presentation of the Proposed budget (hereinafter referred to as the "PB") are made, there must be at least four (4) Members present in order to have a quorum.

However, assignments to gather historical data for the preparation of the PB can be performed on an individual basis and need not be performed as a group. These assignments can be performed without the need for a duly called meeting. No mileage reimbursement will be allowed for the use of personal vehicles.

(b). Purpose: The purpose (sometime hereinafter referred to as the "mission") of the FC is to present at a special meeting of the Members, a PB of revenues and

expenses for the Members' approval for the new (calendar) year in accordance with the powers granted to the Members by these by-laws. One of these powers places the authority of determining the revenues (as well as the expenses) for the association, (hereinafter referred to sometimes as the "neighborhood") in the hands of the Members and out of the hands of the Board. A simple majority of total votes exercised at the Special Meeting is all that is needed for approval. However, no powers granted to the Members will be superior to the duty of the Board to provide for a safe and secure neighborhood for the Members, their families and their properties. This duty allows the Board to encumber the necessary funds to always insure that, at a minimum, police patrols and street lights are provided.

(c). 1. Sixty (60) days prior to the special meeting, the FC will deliver its PB to the Board for its review and input. Thirty (30) days before the special meeting, the FC will deliver copies of its PB to the Members for their review and input. The PB's will be included in the same mail-out as the Notice of Special Meeting of the Members. Any input or questions by the Board or the Members should be communicated immediately to any member of the FC. The FC will be obligated to quickly respond to all inquiries. However, the PB will still be open for discussion and changes at the Special Meeting prior to being voted upon. The Members must be aware that the approval for a budget that necessitates more revenues than originally contemplated will result in the immediate billing of that increase over and above that special assessment amount which might have already been included in the initial proposed budget.

2. Proposed changes to the PB will be entertained and discussed prior to the vote. If the PB fails to pass due to an attempted last minute change, further discussions can occur. Another vote, then, can be conducted. However, if the PB is not acted upon and approved within three (3) hours of the commencement of the Special Meeting, the PB, as originally presented, shall become automatically approved. In

the event of no quorum, the proposed budget shall be implemented pending approval at the next meeting of the Members where a quorum is present.

Members will have had thirty (30) days prior to the Special Meeting to express their ideas.

3. As in all other positions related to the FNCIA, committee Members (and related parties) shall not be compensated directly or indirectly for their services.

Expenses for making copies and other expenses directly related to the mission of the FC will be borne by the FNCIA.

4. The FC shall base its PB on (1) the current year's operating history, (2) some prior years' operating histories, (3) executed contracts, and (4) current and near-future conditions that may warrant budget considerations. The FC will be allowed access to all contracts, files, cash receipts and disbursements records, tax returns, annual reports and other records necessary to accomplish its mission.

5. The Board must operate within the scope of the approved budget. Minor deviations, however, from the approved budget will be tolerated. "Minor" is that amount/percent which any prudent person would consider as such concerning that specific revenue or expense item being challenged (see Section 2(b), above, relating to the Board's superior duty in providing police patrols and street lights to the neighborhood).

6. Revenues and expense statements comparing the "actual" and the "budgeted" amounts, and showing the variances resulting therefrom, will be available at monthly meetings of the Board. Financial statements are not required to be mailed. Members are encouraged to attend the monthly board meetings to secure a copy. Otherwise, Members can contact a Director or a member of the FC to make arrangements for a copy to be provided.

7. Reserves:

(a) Total certificates of deposits (other than checking account funds) comprises the FNCIA's "reserve". As part of the PB process, the FC will include an addition to the cash reserve when it feels that the reserves are inadequate compared to (1) past reserve balances and (2) current and near-future considerations/conditions.

(b) Whenever reserves are considered adequate by the FC, no additions to the reserve will be included in future PB's.

(c) When reserves are adequate and expenses are under control, future PB's could reflect a lower special assessment. In those cases, provided the budget is approved by the Members, the reduction of the special assessment will be realized on the Members' next maintenance fee/special assessment bill. If this should occur, Members should realize that, depending on the next PB, the special assessment could very well be increased.

(d) Any spending of "reserves" must be approved by the Members.

8. The Board has the duty and the obligation to manage all the funds in such a manner as to insure strict compliance with approved budgets. As such, the Board has the power and responsibility to curb expenditures in non-critical areas whenever it deems it necessary. Non-critical areas of expenditures are all of those that are not deemed critical. Critical expenditures are (1) police patrols and (2) street lights. Since Members cannot be compensated for their services, (1) outside management services, (2) lawn care, (3) legal and (4) accounting services are deemed "essential".

Section 3. The Board shall appoint other committees as deemed necessary and will set policies for those committees in carrying out its purposes.

ARTICLE X

BOOKS AND RECORDS

The books, records, papers, and minutes of all regular and special meetings of the Association shall at all times, during reasonable business hours or by appointment, 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 Member of the Association. Copies of the Declaration, the Articles of Incorporation and the by-laws may be purchased at reasonable cost. All documents will be kept at the office of the management company.

ARTICLE XI

ASSESSMENTS

As more fully provided in the Declaration and these By-laws, each Member is obligated to pay the Association certain maintenance fees and special assessments which are secured by a continuing lien upon the property against which the assessment is made. Any assessments which are not paid when due shall be delinquent. Voting privileges will be suspended for any Member whose maintenance fees and special assessments are delinquent. If the assessment is not paid within thirty (30) days after the due date, the assessment shall bear interest from the date of delinquency at the rate of ten percent (10%) per annum, and the Association may bring an action at law against the Owner (person) obligated to pay the same or foreclose the lien against the property. Interest, costs, and reasonable attorney's fees of any such action shall be added to the amount of such assessment. No Owner may waive or otherwise escape liability for the assessments provided for herein by nonuse of any of the facilities or services provided by the Association or by abandonment of his Lot.

ARTICLE XII

AMENDMENTS

Section 1. Amendments. These by-laws may be amended, at a regular or special meeting of the Members, by a vote of a majority of a quorum of Members present in person or by proxy. Board of Directors may not make by-law changes.

Section 2. Conflict. In the case of any conflict between the Articles of Incorporation and these Bylaws, the Articles shall control; and in the case of any conflict between the Declaration and these by-laws, the Declaration shall control.

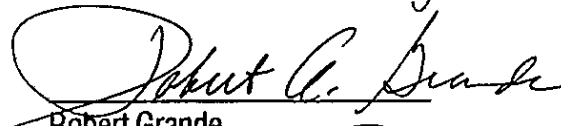
ARTICLE XIII

529-92-3432

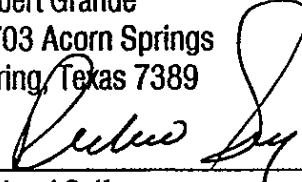
MISCELLANEOUS

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

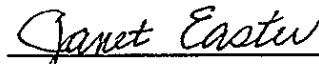
IN WITNESS WHEREOF, we, being all the Directors of the FOREST NORTH Community Improvement Association, have hereunto set our hands this 17th day of May, 1994.



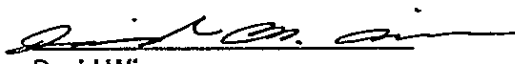
Robert Grande
3703 Acorn Springs
Spring, Texas 7389



Richard Self
22326 Acorn Grove
Spring, Texas 77389



Janet Easter
3815 Oak Lace
Spring, Texas 77389



David Wiese
3418 Acorn Way
Spring, Texas 77389




Jean L. Barnes
3419 Peachstone Place
Spring, Texas 77389

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

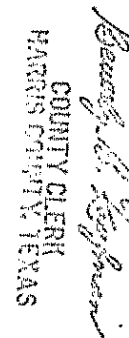
DEC 30 1999





COUNTY CLERK
HARRIS COUNTY TEXAS

RECORDERS MEMORANDUM
AT THE TIME OF RECORDATION, THIS INSTRUMENT WAS FOUND TO BE INADEQUATE FOR THE BEST PHOTOGRAPHIC REPRODUCTION BECAUSE OF ILLEGIBILITY, CARBON OR PHOTO COPY, DISCOLORED PAPER, ETC.


COUNTY CLERK
HARRIS COUNTY TEXAS

1999 DEC 30 PM 12:45

FILED

Amended

N297944 AMENDMENT OF DECLARATION OF
COVENANTS, CONDITIONS AND RESTRICTIONS

044-15-2359

STATE OF TEXAS)
) (KNOW ALL MEN BY THESE PRESENTS:
COUNTY OF HARRIS) (

NO. 00. 01 01816. N297944 8 21.06

THIS AMENDMENT OF DECLARATION, made on the date hereinafter set forth by the Trustees and Officers of the Forest North Community Improvement Association, hereinafter called "Declarants" and covering Forest North, Sections One, Two and Three inclusive, a subdivision in Harris County, Texas according to the map or plat thereof recorded in Volume 194, Page 35, of the Map Records of Harris County, Texas as recorded July 7, 1972 as Document D630691 in the Official Records of Real Property of said County, and as subsequently amended by recorded instrument on September 27, 1976 as Document E903486 in the same Public Records of said County, and as subsequently amended by recorded instrument on April 15, 1985 as Document J976785 in the same Public Records of said County.

2/4

WHEREAS, Declarants being owners of certain property within said Forest North, Sections One, Two and Three inclusive, a sub-*Two* division in Harris County, Texas and also being members of the Board of Trustees or Officers of the Forest North Community Improvement Association, a Non-profit Corporation and pursuant to the demonstrated desire of a majority of the members therein, to again Amend said Declaration for the purpose of enhancing and protecting the value, desirability and attractiveness of a uniform plan for the development of the land contained in said three Sections of said subdivision;

NOW THEREFORE, Declarants hereby Amend the above referenced Declaration, and subsequent Amendments of September 27, 1976 and April 15, 1985, as follows:

ARTICLE III
USE RESTRICTIONS

044-15-2360

1. Article III, Section 3 shall be amended to read as follows:

Dwelling Size. The air conditioned living area of the main residential structure, exclusive of open porches and garages, shall not be less than 1650 square feet, nor shall the ground floor area plus the upper floor area of the main residential structure of a one and one-half (1 1/2) or a two (2) story dwelling be less than 2000 feet.

2. Article III, Section 3(b) shall be amended to read as follows:

All external roofing material shall be earth tone in color and be composition shingles, with all deviations therefrom requiring written approval from the Architectural Control Committee.

3. Article III, Section 3(g) shall be amended to read as follows:

No fence between two residences shall be located nearer to the setback lines than that portion of the residents front wall adjacent to side lot line which is furthest away from said setback line. Fences of solid wood and/or masonry construction shall be constructed along the said lot line from the rear of the lot line parallel to the street upon all lots having a side lot line adjacent to the street. All fences must be six feet in height. The erection of chain link fences facing upon a street of any lot is expressly prohibited. (All other provisions contained in Article III, Section 3(g) shall remain unchanged.)

4. Article III, Section 7 shall be amended to read as follows:

No noxious or offensive activity shall be carried on upon any Lot nor shall anything be done thereon which may become an

annoyance to the neighborhood.

044-15-2361

(a) Lot Maintenance. All lots shall be kept at all times in a sanitary, healthful, safe and attractive condition. All landscaping, of every kind and character on any Lot including shrubs, trees, grass, and other plantings, shall be neatly trimmed, properly cultivated and maintained continuously by the Owner thereof in a neat and orderly condition and in a manner to enhance its appearance. No open burning of debris shall be permitted.

(b) Animals and Livestock. The raising or keeping of hogs, horses, poultry, fowl or other livestock, including wild animals, on any Lot in the Subdivision, is strictly prohibited. Consistent with its use as a residence, dogs, cats and other domestic household pets, not in excess of three (3) adult pets, may be kept on a Lot, provided they are not kept, bred, or maintained for any commercial purposes. Notwithstanding the foregoing, no animals or fowl may be kept on a Lot that result in an annoyance or are obnoxious to residents of the Subdivision. No animal shall be permitted outside the confines of a fenced area of a Lot unless on a leash.

5. Article III, Section 8 shall be amended to read as follows:

Temporary Structures and Outbuildings. No structure of a temporary or permanent character, whether trailer, tent, shack, garage, barn or other outbuilding shall be maintained or used on any Lot at any time for any purposes; provided, however,

(a) That non-commercial greenhouses, tool sheds, bathhouses and patio covers shall be permitted hereunder, provided plans

044-15-2362

for the same are approved in advance by the Architectural Control Committee, and further provided that they be screened from view from the Subdivision. Said outbuildings shall be limited to a maximum of eight (8) feet in height, one hundred twenty (120) square feet of floor space and correspond in style, color and materials to the dwelling that it is appurtenant; and,

(b) That Declarant reserves, for itself and any homebuilders in said Subdivision, the exclusive right to erect, place and maintain such facilities or maintain a sales or construction office, in or upon any portions of the Properties as in its sole discretion may be necessary or convenient while selling Lots, selling or constructing residences and constructing other improvements upon the Properties. Such facilities may include, but not necessarily be limited to sales and construction offices, storage areas, model units, signs and portable toilet facilities.

(c) All antennas shall be placed in the rear of the house and shall not be visible from the street unless placement of the antenna is approved by the Architectural Control Committee. Satellite reception discs shall be screened by a fence as to conceal them from view from any lot or street and shall need approval from the Architectural Control Committee.

Storage of Vehicles or Equipment. No motor vehicle or non-motorized vehicle, boat, trailer, marine craft, semi-tractors and/or trailers, recreational vehicle, camper rig off truck, hovercraft, aircraft, machinery or equipment of any kind may be parked or stored on any part of any Lot, easement, right-

044-15-2363

of-way, or Common Area unless such vehicle or object is completely concealed from public view inside a garage.

Passenger automobiles, passenger vans, motorcycles, or pick-up trucks that are in operating condition, having current license plates and inspection stickers, are in daily use as a motor vehicle are permitted. In addition, no vehicles in excess of seven and one-half (7 1/2) feet in height and twenty-one (21) feet in length are permitted. No vehicle shall be repaired on a Lot, where such vehicle is not concealed from view inside a garage.

6. Article III, is amended to add the following sections:

Section 13. Clothes Lines. No clothing or other material shall be aired or dried on any Lot, except in an enclosed structure, or in an area adequately screened so as not to be seen from other Lots, streets or any other areas.

Section 14. Damaged Buildings. Any buildings destroyed partially or totally by fire, storm or other means shall be repaired or demolished within a reasonable period of time and the land restored to an orderly and attractive condition.

ARTICLE VI

MAINTENANCE CHARGE

7. Article VI, Section 1 shall be amended to read as follows:

Each Lot in Forest North Subdivision, is hereby subjected to an annual maintenance charge and assessment for the purpose of creating a fund to be designated and known as the "maintenance fund", which maintenance charge and assessment will be paid by the Owner or Owners of each Lot within Forest North Subdivision, to

044-15-2364

the Forest North Community Improvement Association on or before the January 1, of each year, in advance installments, commencing on the first day of the month following conveyance of the first property to a homeowner, provided however, that the amount of such maintenance and assessment shall, anything to the contrary herein notwithstanding, be chargeable and payable by the owner or owners of any Lot at one-half (1/2) the assessed rate until the first day of the month following completion and occupancy of a permanent structure thereon. The rate at which each Lot will be assessed will be determined annually, and may be adjusted from year to year by the Association as the needs of the subdivision may, in the judgement of the Association, require; provided that such assessment will be uniform. The maintenance charge will be one hundred eighty five dollars (\$185.00) per Lot per year. The maximum annual assessment may be increased each year by an amount not to exceed five per cent (5%) per year. The Board of Trustees may fix the annual assessment at an amount not to exceed the maximum permitted herein. The Association shall use the proceeds of said maintenance fund for the use and benefit of all residents of Forest North Subdivision, including all sections thereof, and in order to be entitled to the benefit of this maintenance fund, all residential Lots and the owners thereof must be impressed with and subjected to the annual maintenance charge assessment on a uniform, per Lot basis, equivalent to the maintenance charge and assessment imposed hereby, and further made subject to the jurisdiction of the Association. The uses and benefits to be provided by the Association shall include, by way of clarification and not limitation and at its sole option, any and all of the following:

044-15-2365

constructing and maintaining parkways, right-of-ways, easements, esplanades and other public areas, payment of all legal and other expenses incurred in connection with the enforcement of all recorded charges and assessments, covenants, restrictions, and conditions affecting the Properties expenses in connection with the collection and administration of the maintenance charge and assessment, employing policemen and watchmen, caring for vacant Lots and doing other things necessary or desirable in the opinion of the Association to keep the Properties in the Subdivision neat and in good order, or which is considered of general benefit to the owners or occupants of the Properties it being understood that the judgement of the Association in the expenditure of said funds shall be final and conclusive so long as said judgment is duly exercised in good faith.

8. Article VI Section 4 shall be added to read as follows:

Section 4. Assessments. Each member is obligated to pay the Association certain Annual and Special Assessments which are secured by a continuing lien upon the property against which the assessment is made. Any assessments which are not paid when due shall be delinquent. If the assessment is not paid within thirty (30) days after the date due, the assessment shall bear interest from the date of delinquency at the simple rate of eighteen per cent (18%) per annum, or the maximum allowed by law. The association may bring an action at law against the Owner obligated to pay the same or foreclose the lien against the property, and interest costs, and reasonable attorney's fees of any such action shall be added to the assessment. No owner may waive or otherwise

044-15-2366

escape liability for the assessments provided herein by non use of any of the facilities or services provided by the Association or by abandonment of his Lot.

9. Article VI Section 5 shall be added to read as follows:

Section 5. Delegation of use. Any owner may delegate his right of enjoyment to the Common Area and facilities to the members of his household, his lease tenants, or contract purchasers who reside in the property. All such delegates shall be subject to the rules and regulations of the Association and all provisions of the Articles of Incorporation and Bylaws of the Association and of this Declaration to the same extent as the Owner and the Association may take any action against such delegate to enforce such documents as it is authorized to take against the Owner, and the Owner and his delegate shall be bound thereby. Any Owner or Delegate committing an act or acts such as trespass or vandalism of Common Areas and Amenities and facilities will be suspended after written notice from Community Facilities or services provided by the Association until such time the board deems appropriate.

All other provisions contained in said Declaration or Amendments thereto, as existing on the date this Amendment is executed, if not changed or added to hereby, shall remain unchanged, and this Amendment was authorized in writing by a majority of present owners and members of the Forest North Community Improvement Association.

044-15-2367.

IN WITNESS WHEREFORE, we being the duly authorized agents of the Forest North Community Improvement Association, have hereunder set our hand this

26th day of August, 1991.

Elaine D. Shazo
ELAINE DESHAZO
Attest

Martha M. Walquist
MARTHA M. WALQUIST
Title: Trustee/President

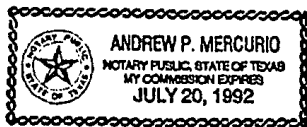
Patricia L. Stanat
PATRICIA L. STANAT
Attest

Tony Stoeckert
Tony Stoeckert
Title: Trustee

State of Texas
County of Harris

BEFORE ME, the undersigned authority, on this day personally appeared Martha M. Walquist, known to me to be the person whose name is subscribed to the foregoing instrument, and acknowledged to me that she executed the same for the purpose and consideration therein expressed and in capacity stated and as the act and deed of said Corporation.

SWORN AND SUBSCRIBED To before me this 26th day of August 1991.



Andrew P. Mercurio
Notary Public in and for
The State of Texas

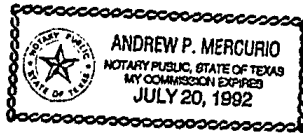
State of Texas
County of Harris

Before me, the undersigned authority, on this day personally appeared, Tony Stoeckert, known to me to be the person whose name is subscribed to the foregoing instrument, and acknowledged to me that he executed the same for the purposes and consideration therein expressed and in the capacity

stated and as the act and deed of said Corporation.

044-15-2368

SWORN AND SUBSCRIBED before me this 26th day of August 1991.



A. P. Mercurio
Notary Public in and for
The State of Texas

Quita Anderson
COUNTY CLERK
HARRIS COUNTY, TEXAS
91 AUG 30 AM 8:45
FILED

ANY PROVISION HEREIN WHICH RESTRICTS THE SALE, RENTAL, OR USE OF THE DESCRIBED REAL PROPERTY BECAUSE OF COLOR OR RACE IS UNLAWFUL AND UNENFORCEABLE UNDER FEDERAL LAW THE STATE OF TEXAS COUNTY OF HARRIS

I hereby certify that this instrument was FILED in File Number Sequence on the date and at the time stamped hereon by me; and was duly RECORDED, in the Official Public Records of Real Property of Harris County, Texas on

AUG 30 1991



Quita Anderson
COUNTY CLERK,
HARRIS COUNTY, TEXAS

AFTER RECORDING
RETURN TO:
Mrs. Martha Walquist
P. O. Box 28
Spring, Texas 77383

3
DE30691

AL-7-72 968102 D 630691 -- 8 PG 1950

1950
8

146-37-1088

DECLARATION
OF
COVENANTS, CONDITIONS AND RESTRICTIONS
FOR FOREST NORTH, SECTION ONE, A SUBDIVISION
IN HARRIS COUNTY, TEXAS

Lee

STATE OF TEXAS |
COUNTY OF HARRIS |

THIS DECLARATION, made on the date hereinafter set forth by Johnson-Loggins, Inc., a Delaware corporation of Houston, Harris County, Texas, and Johnson-Loggins, Inc., Trustees, called "Declarants", joined herein, as hereinafter provided, by Gus and Alma Benignus, Asla, Inc., a Texas corporation, Mortgage and Trust, Inc., a Texas corporation, and First City National Bank of Houston, a national banking association, hereinafter referred to as "Lienholders".

REPRODUCED MEMORANDUM
ALL RIGHTS RESERVED
This document is the property of the
Association

1
1

OK

ANY PROVISIONS HEREIN WHICH RESTRICT THE SALE, RENTAL, OR USE OF THE DESCRIBED REAL PROPERTY BECAUSE OF COLOR, OR RACE, IS INVALID AND UNENFORCEABLE UNDER THE FEDERAL LAW.

A CERTIFIED COPY
SEP 30 1997

ATTEST:
BEVERLY B. KAUFMAN, County Clerk
Harris County, Texas

Felicia L. Cox
FELICIA L. COX Deputy

WITNESSETH:

146-37-1089

WHEREAS, Declarants are the owners of that certain property known as FOREST NORTH, SECTION ONE, a subdivision in Harris County, Texas, according to the map or plat thereof recorded in Volume 194, page 35, of the Map Records of Harris County, Texas; and

WHEREAS, it is the desire of Declarants to place certain restrictions, covenants, conditions, stipulations and reservations upon and against such property in order to establish a uniform plan for the development, improvement and sale of such property, and to insure the preservation of such uniform plan for the benefit of both the present and future owners of lots in said subdivision:

NOW, THEREFORE, Declarants thereby adopt, establish, and impose upon Forest North, Section One, and declare the following reservations, easements, restrictions, covenants and conditions, applicable thereto, all of which are for the purpose of enhancing and protecting the value, desirability and attractiveness of the land, which reservations, easements, covenants, restrictions and conditions shall run with the land and shall be binding upon all parties having or acquiring any right, title or interest therein, or any part thereof, and shall inure to the benefit of each owner thereof.

ARTICLE I

DEFINITIONS

Section 1. "Association" shall mean and refer to Forest North Community Improvement Association, its successors and assigns, provided for in Article V hereof.

Section 2. "Properties" shall mean and refer to Forest North, Section One, subject to the Reservations set forth herein and/or in the Subdivision Plat, and any additional properties made subject to the terms hereof pursuant to the provisions set forth herein.

ANY PROVISIONS HEREIN WHICH RESTRICT THE SALE, RENTAL, OR USE OF THE DESCRIBED REAL PROPERTY BECAUSE OF COLOR, OR RACE, IS INVALID AND UNENFORCEABLE UNDER THE FEDERAL LAW.

A CERTIFIED COPY SEP 30 1997

ATTEST:
BEVERLY B. KAUFMAN, County Clerk
Harris County, Texas


FELICIA E. ROW, Deputy

146-37-1090

Section 3. "Lot" and/or "Lots" shall mean and refer to the Lots shown upon the Subdivision Plat which are restricted hereby to use for residential purposes.

Section 4. "Owner" shall mean and refer to the record owner, whether one or more persons or entities, of fee simple title to any Lot which is a part of the Properties, including contract sellers, but excluding those having such interest merely as security for the performance of an obligation and those having only an interest in the mineral estate.

Section 5. "Subdivision Plat" shall mean and refer to the map or plat of Forest North, Section One, recorded in Volume _____, page _____, of the Map Records of Harris County, Texas.

Section 6. "Architectural Control Committee" shall mean and refer to the Forest North, Section One Architectural Control Committee provided for in Article IV hereof.

ARTICLE II

RESERVATIONS, EXCEPTIONS AND DEDICATIONS

Section 1. The Subdivision Plat dedicates for use as such, subject to the limitations set forth therein, the streets and easements shown thereon, and such Subdivision Plat, further, establishes certain restrictions applicable to the Properties, including, without limitation, certain minimum setback lines, and such Subdivision Plat further designates certain Reserves, being Reserve A, and Reserve B, Reserve C, Reserve D, and Reserve E, as shown thereon, and such Reserves A, B, C, D, and E shall not be a part of the Properties nor subject to the provisions hereof unless otherwise specifically provided herein. Said Reserves A, B, C, D, and E shall be used and utilized for purposes harmonious with the residential character of the remainder of the Properties and such uses may include, but not by way of limitation, water well site, shops or facilities for the sale of food, beverages, clothing, services and other items for personal uses, professional offices or clinics, automobile service stations or facilities of a similar nature,

RECORDED NEARLY 40 YEARS
AS OF DATE OF THE LAST ON THIS PAGE
WAS NOT CHECKED AGAIN FOR SULLIVAN
CORRECTION

-2-

ANY PROVISIONS HEREIN WHICH RESTRICT THE SALE, RENTAL, OR USE OF THE DESCRIBED REAL PROPERTY BECAUSE OF COLOR OR RACE, IS INVALID AND UNENFORCEABLE UNDER THE FEDERAL LAW.

A CERTIFIED COPY SEP 30 1997

ATTEST:
BEVERLY B. KAUFMAN, County Clerk
Harris County, Texas

Felicia L. Cox
FELICIA L. COX Deputy

146-37-1091

except that should said reserves be utilized for single family residential purposes, such residences must comply with the requirements set out herein for single family residences. All dedications, limitations, restrictions and reservations shown on the Subdivision Plat are incorporated herein and made a part hereof as if fully set forth herein, and shall be construed as being adopted in each and every contract, deed or conveyance executed or to be executed by or on behalf of Declarants conveying said property or any part thereof, whether specifically referred to therein or not.

Section 2. Declarants reserve the easements and rights-of-way as shown on the Subdivision Plat for the purpose of constructing, maintaining and repairing a system or systems of electric lighting, electric power, telegraph and telephone line or lines, gas, sewers, or any other utility Declarants see fit to install in, across and/or under the Properties.

Section 3. Declarants reserve the right to make changes in and additions to the above easements for the purpose of most efficiently and economically installing the improvements, but such changes and additions must be approved by the Federal Housing Administration and Veterans Administration.

Section 4. Neither Declarants nor any utility company using the easements herein referred to, shall be liable for any damages done by them or their assigns, their agents, employees or servants, to fences, shrubbery, trees or flowers or other property of the owner situated on the land covered by said easements.

Section 5. It is expressly agreed and understood that the title conveyed by Declarants to any Lot or parcel of land within the Properties by contract, deed or other conveyance shall be subject to any easement affecting same for roadways or drainage, water, gas sewer, storm sewer, electric light, electric power, telegraph or telephone purposes and shall convey no interest in any pipes, lines, poles or conduits, or in any utility facility or appurtenances thereto constructed by or under Declarants or any easement owner, or their agents through, along or upon the premises affected thereby, or any part thereof, to serve said land or any other portion of the Properties, and where not affected the right to maintain, repair, sell

ANY PROVISIONS HEREIN WHICH RESTRICT THE SALE, RENTAL, OR USE OF THE DESCRIBED REAL PROPERTY BECAUSE OF COLOR, OR RACE, IS INVALID AND UNENFORCEABLE UNDER THE FEDERAL LAW.

A CERTIFIED COPY SEP 30 1997

ATTEST:
BEVERLY B. KAUFMAN, County Clerk
Harris County, Texas

Felicia L. Cox
FELICIA L. COX Deputy

146-37-1092

or lease such appurtenances to any municipality, or other governmental agency or to any public service corporation or to any other party, and such right is hereby expressly reserved.

ARTICLE III
USE RESTRICTIONS

Section 1. Land Use and Building Type. All Lots shall be known and described as Lots for residential purposes only (hereinafter sometimes referred to as "residential lots"), and no structure shall be erected, altered, placed, or permitted to remain on any residential Lot other than one single-family dwelling not to exceed two (2) stories in height and a detached or an attached garage for not less than two or more than four cars. Carports on residential Lots are prohibited. As used herein, the term "residential purposes" shall be construed to prohibit the use of said Lots for duplex houses, garage apartments, or apartment houses; and no Lot shall be used for business or professional purposes of any kind, nor for any commercial or manufacturing purpose. No building of any kind or character shall ever be moved onto any Lot within said subdivision, it being the intention that only new construction shall be placed and erected thereon.

Section 2. Architectural Control. No building shall be erected, placed or altered on any Lot until the construction plans and specifications and a plot plan showing the location of the structure thereon have been approved by the Architectural Control Committee as to harmony with existing structures with respect to exterior design and color with existing structures, as to location with respect to topography and finished grade elevation and as to compliance with minimum construction standards more fully provided for in Article IV hereof.


Section 3. Dwelling Size. The ground floor of the main residential structure, exclusive of open porches and garages, shall not be less than 1,400 square feet for a one-story dwelling, nor shall the ground floor area plus the upper floor area of the main residential structure of a one and one-half (1-1/2), or a two story dwelling be less than 1,600 square feet.

RECORDERS MEMORANDUM
As the State of the Year On This Day
We Will Gladly Listen For Information
Continuation

ANY PROVISIONS HEREIN WHICH RESTRICT THE SALE, RENTAL, OR USE OF THE DESCRIBED REAL PROPERTY BECAUSE OF COLOR, OR RACE, IS INVALID AND UNENFORCEABLE UNDER THE FEDERAL LAW.

A CERTIFIED COPY SEP 3 0 1997

ATTEST:
BEVERLY B. KAUFMAN, County Clerk
Harris County, Texas


FELICIA L. COX Deputy

Section 4. Type of Construction, Materials, and Landscaping.

146-37-1093

- (a) No residence shall have less than 51 percent masonry construction or its equivalent on its exterior wall area, except that detached garages may have wood siding of a type and design approved by the Architectural Control Committee.
- (b) No external roofing material other than wood shingles shall be constructed or used on any building in any part of the Properties without the written approval of the Architectural Control Committee.
- (c) A concrete sidewalk four (4) feet wide shall be constructed parallel to the curb two (2) feet from the property line along the entire fronts of all lots. In addition thereto, four (4) foot wide sidewalks shall be constructed parallel to the curb two (2) feet from the property line along the entire side of all corner lots, and the plans for each residential building on each of said lots shall include plans and specifications for such sidewalk and same shall be constructed and completed before the main residence is occupied.
- (d) No window or wall type air conditioners shall be permitted to be used, erected, placed or maintained on or in any building in any part of the Properties.
- (e) Each kitchen in each dwelling or living quarters situated on any Lot shall be equipped with a garbage disposal unit, which garbage disposal unit shall at all times be kept in a serviceable condition.
- (f) Before any landscaping shall be done in the front of any newly constructed dwelling, the landscape layout and plans shall have been first approved by the Architectural Control Committee. Such landscaping is to be done in the parkway area and on the front of the Lot at the time the dwelling is being completed and before occupancy.
- (g) No fence or wall shall be erected, placed, or altered on any lot nearer to the street than the minimum building setback lines as shown on the subdivision plat. The erection of chain link fences facing upon a street on any lot is expressly

RECORDED MEMORANDUM
AS OF FORCE OF THE DEED ON THE PART
OF THE COUNTY CLERK OF HARRIS COUNTY
TEXAS

OK

ANY PROVISIONS HEREIN WHICH RESTRICT THE SALE, RENTAL, OR USE OF THE DESCRIBED REAL PROPERTY BECAUSE OF COLOR, OR RACE, IS INVALID AND UNENFORCEABLE UNDER THE FEDERAL LAW.

A CERTIFIED COPY
SEP 30 1997

ATTEST:
BEVERLY B. KAUFMAN, County Clerk
Harris County, Texas

Felicia L. Cox Deputy
FELICIA L. COX

146-37-1094

prohibited. Fences of solid wood and/or masonry construction shall be constructed along the side lot line from the rear of the main dwelling to the rear of the lot line parallel to the street upon all lots having a side lot line adjacent to a street. Such lots include Lots One (1) and Eighteen (18), Block Two (2); Lot One (1), Block Three (3); Lots One (1), and Ten (10), Block Four (4); Lot One (1), Block Five (5); Lots One (1) and Forty-One (41), Block Six (6); Lots One (1), Sixteen (16), Seventeen (17), and Thirty-Five (35), Block Seven (7); Lots One (1), Fifteen (15), Twenty-Six (26) and Forty-Eight (48), Block Eight (8); Lots One (1) and Twenty (20), Block Nine (9).

Section 5. Building Location. No building shall be located on any Lot nearer to the front lot line or nearer to the side street line than the minimum building setback lines shown on the recorded plat. No building shall be located nearer than five (5) feet to any interior Lot line, except that a garage or other permitted accessory building located sixty-five (65) feet or more from the front lot line may be located within three (3) feet of an interior lot line, provided, however, the foregoing minimum side yard provision to the contrary notwithstanding, in no event shall the sum of the side yard dimensions of any lot (except in the case of a garage or other permitted accessory building set back 65 feet as above provided) be less than fifteen percent (15%) of the width of the Lot measured (to the nearest foot) along the front setback line shown on the recorded plat. No main residence building nor any part thereof shall be located on any interior Lot nearer than fifteen (15) feet to the rear Lot line. For the purpose of this covenant, eaves, steps, and open porches shall not be considered as a part of the building; provided, however, that this shall not be construed to permit any portion of a building on any Lot to encroach upon another Lot. For the purposes of these restrictions, the front of each

RECORDED MEMORANDUM
All or Part of the Text on This Page
Was Not Clearly Legible For Bibliography
Registration

-6-

OK
17

ANY PROVISIONS HEREIN WHICH RESTRICT THE SALE, RENTAL, OR USE OF THE DESCRIBED REAL PROPERTY BECAUSE OF COLOR, OR RACE, IS INVALID AND UNENFORCEABLE UNDER THE FEDERAL LAW.

A CERTIFIED COPY
SEP 30 1997

ATTEST:
BEVERLY B. KAUFMAN, County Clerk
Harris County, Texas

Felicia L. Cox
FELICIA L. COX, Deputy

146-37-1095

Lot shall coincide with and be the property line having the smallest or shortest dimension abutting a street. Unless otherwise approved in writing by the Architectural Control Committee, each main residence building and garage will face the front of the Lot, and each detached garage will face and be located at least sixty-five (65) feet from the front of the Lot on which it is situated and will be provided with the driveway access from the front of the Lot only.

Section 6. Minimum Lot Area. No Lot shall be resubdivided, nor shall any building be erected or placed on any Lot having area of less than 7,000 square feet; provided, however, that nothing contained herein shall be construed to prohibit the resubdivision of any Lot or Lots within the Properties if such resubdivision results in each resubdivided Lot containing not less than the minimum Lot area aforesaid; it being the intention of this restriction that no building plot within the Properties contain less than the aforesaid minimum area.

Section 7. Annoyance or Nuisances. No noxious or offensive activity shall be carried on upon any Lot nor shall anything be done thereon which may become an annoyance to the neighborhood.

Section 8. Temporary Structures. No structure of a temporary character, whether trailer, basement, tent, shack, garage, barn or other outbuilding shall be maintained or used on any Lot at any time as a residence, or for any other purpose, either temporarily or permanently; provided, however, that Declarants reserve the exclusive right to erect, place and maintain such facilities in or upon any portions of the Properties as in its sole discretion may be necessary or convenient while selling Lots, selling or constructing residences and constructing other improvements upon the Properties. Such facilities may include, but not necessarily be limited to

RECORDED'S MEMORANDUM
All Of Facts Of The Case On This Page
Was Not Clearly Legible For Satisfactory
Recording

-7-

ANY PROVISIONS HEREIN WHICH RESTRICT THE SALE, RENTAL, OR USE OF THE DESCRIBED REAL PROPERTY BECAUSE OF COLOR, OR RACE, IS INVALID AND UNENFORCEABLE UNDER THE FEDERAL LAW.

A CERTIFIED COPY

SEP 3 0 1997

ATTEST:

BEVERLY B. KAUFMAN, County Clerk
Harris County, Texas

Felicia L. Cox Deputy
FELICIA L. COX

146-37-1096

sales and construction offices, storage areas, model units, signs, and portable toilet facilities. No truck, trailer, boat, automobile or other vehicle shall be stored, parked, or kept on any lot or in the street in front of the Lot unless such vehicle is in day-to-day use off the premises and such parking is only temporary, from day to day, provided, however, that nothing herein contained shall be construed to prohibit the storage of an unused vehicle in the garage permitted on any Lot covered hereby.

Section 9. Signs and Billboards. No signs, billboards, posters, or advertising devices of any character shall be erected, permitted or maintained on any lot or plot except (i) one sign of not more than ten (10) square feet advertising the particular lot or plot on which the sign is situated for sale or rent and (ii) one sign of not more than five (5) square feet to identify the particular lot or plot as may be required by the Federal Housing Administration or Veterans Administration during the period of actual construction of a single-family residential structure thereon. The right is reserved by Declarants to construct and maintain such signs, billboards or advertising devices as is customary in connection with the general sale of property in this subdivision. In no event shall any sign, billboard, poster or advertising device of any character, other than as specifically prescribed in the first sentence of this Section 9, be erected, permitted or maintained on any lot or plot without the express prior written consent of the Architectural Control Committee.

The term "Declarants" as used in this Section 9 shall refer to said entities and such successors or assigns of such entities to whom the right under this Section 9 are expressly and specifically transferred.

Section 10. Oil and Mining Operations. No 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 shall be erected, maintained or permitted upon any Lot.

RECORDING MEMORANDUM:
All or Part of the Text on This Page
Was Not Clearly Legible for Substantive
Recording

- 5 -

ANY PROVISIONS HEREIN WHICH RESTRICT THE SALE, RENTAL OR USE OF THE DESCRIBED REAL PROPERTY BECAUSE OF COLOR, OR RACE, IS INVALID AND UNENFORCEABLE UNDER THE FEDERAL LAW.

A CERTIFIED COPY
SEP 30 1997

ATTEST:
BEVERLY B. KAUFMAN, County Clerk
Harris County, Texas

 Deputy
FELICIA L. COX

146-37-1097

Section 11. Storage and Disposal of Garbage and Refuse. No Lot shall

be used or maintained as a dumping ground for rubbish. Trash, garbage, or other waste materials shall not be kept except in sanitary containers constructed of metal, plastic or masonry materials with sanitary covers or lids. Equipment for the storage or disposal of such waste materials shall be kept in clean and sanitary condition. 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 a suitable enclosure on the Lot.

Section 12. An underground electric distribution system will be installed

in that part of the Properties, designated Underground Residential Subdivision, which underground service area shall embrace all Lots in the 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 Electrical Code) the underground service cable and appurtenances from the point of the electric 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 electric company at a point designated by such company at the property line of each Lot. The electric 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 electric company furnishing service) for the location and installation of the meter of such electric company for the residence constructed on such owner's lot. For so long as an underground service is maintained, the electric service to each

-9-

RECORDED'S GUARANTEE
AS TO DATE OF THE YEAR IN THIS CASE
Was Not Clearly Evident For Satisfactory
Recording

ANY PROVISIONS HEREIN WHICH RESTRICT THE SALE, RENTAL,
OR USE OF THE DESCRIBED REAL PROPERTY BECAUSE OF
COLOR, OR RACE, IS INVALID AND UNENFORCEABLE UNDER
THE FEDERAL LAW.

A CERTIFIED COPY

SEP 30 1997

ATTEST:
BEVERLY B. KAUFMAN, County Clerk
Harris County, Texas

Felicia L. Cox
FELICIA L. COX, Deputy

Lot in the Underground Residential Subdivision shall be uniform in character and exclusively of the type shown as single phase, 120/240 volt, three wire, 60 cycle, alternating current.

146-37-1098

ARTICLE IV

ARCHITECTURAL CONTROL COMMITTEE

Section 1. Approval of Building Plans. No building shall be erected, placed, or altered on any Lot until the construction plans and specifications and a plot plan showing the location of the structure, have been approved in writing as to harmony of exterior design and color with existing structures, as to location with respect to topography and finished ground elevation, and as to compliance with minimum construction standards by Forest North, Section One Architectural Control Committee. A copy of the construction plans and specifications and a plot plan, together with such information as may be deemed pertinent, shall be submitted to the Architectural Control Committee, or its designated representative prior to commencement of construction. The Architectural Control Committee may require the submission of such plans, specifications, and plot plans, together with such other documents as it deems appropriate, in such form and detail as it may elect at its entire discretion. In the event the Architectural Control Committee fails to approve or disapprove such plans and specifications within thirty (30) days after the same are submitted to it, approval will not be required and the requirements of this Section will be deemed to have been fully complied with.

Section 2. Committee Membership. The Architectural Control Committee shall be initially composed of Larry D. Johnson, Glenn W. Loggins, and R. E. Reamer, who by majority vote may designate a representative to act for them.

Section 3. Replacement. In the event of death or resignation of any member or members of said committee, the remaining member or members shall appoint a successor member or members, and until such successor member or members shall have been so appointed, the remaining member or members shall have full authority to approve or disapprove plans, specifications and plot plans submitted or to designate a representative with like authority.

-10-

RECORDED MEMORANDUM
AS BY FILED IN THE YEAR OF 1997
BY THE COUNTY CLERK FOR SUFFICIENCY

ANY PROVISIONS HEREIN WHICH RESTRICT THE SALE, RENTAL, OR USE OF THE DESCRIBED REAL PROPERTY BECAUSE OF COLOR, OR RACE, IS INVALID AND UNENFORCEABLE UNDER THE FEDERAL LAW.

A CERTIFIED COPY SEP 30 1997

ATTEST:
BEVERLY B. KAUEMAN, County Clerk
Harris County, Texas

Felicia L. Cox Deputy
FELICIA L. COX

146-37-1099

Section 4. Minimum Construction Standards. The Architectural Control

Committee may from time to time promulgate an outline of minimum acceptable construction standards; provided, however, that such outline will serve as a minimum guideline and such Architectural Control Committee shall not be bound thereby.

Section 5. Term. The duties and powers of the Architectural Control

Committee and of the designated representative shall cease on and after ten (10) years from the date of this instrument. Thereafter, the approval described in this covenant shall not be required, and all power vested in said Committee by this covenant shall cease and terminate; PROVIDED, that any time after October 1, 1982, by two-thirds (2/3) vote of the members present and voting, the Forest North Community Improvement Association may assume the duties and powers of the Architectural Control Committee.

ARTICLE V

FOREST NORTH COMMUNITY IMPROVEMENT ASSOCIATION

Section 1. Membership. Every person or entity who is a record owner

of any of the Properties which are subject or which will be subject upon the completion of improvement thereon, to maintenance charge assessment by the Association, including contract Sellers, shall be a member of the Forest North Community Improvement Association. The foregoing is not intended to include persons or entities who hold an interest merely as security for the performance of an obligation or those having only an interest in the mineral estate. No owner shall have more than one membership. Membership shall be appurtenant to and may not be separated from ownership of the land which is subject to assessment by the Association. Ownership of such land shall be the sole qualification for membership.

Section 2. Voting Rights. The Association shall have two classes of membership:

Class A. Class A members shall be all those Owners as defined in

RECORDED MEMORANDUM
If Or Part Of The Part On The Page
Was Not Clearly Legible For Satisfaction
Recording

ANY PROVISIONS HEREIN WHICH RESTRICT THE SALE, RENTAL, OR USE OF THE DESCRIBED REAL PROPERTY BECAUSE OF COLOR, OR RACE, IS INVALID AND UNENFORCEABLE UNDER THE FEDERAL LAW.

A CERTIFIED COPY

ATTEST: SEP 30 1997
BEVERLY B. KAUFMAN, County Clerk
Harris County, Texas

Felicia L. Cox Deputy
FELICIA L. COX

Section 1, with the exception of the Declarants. Class A members shall be entitled to one vote for each Lot in which they hold the interest required for membership by Section 1. When more than one person holds such interest in any lot, all such persons shall be members. 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.

Class B. The Class B members shall be Johnson-Loggins, Inc. and Johnson-Loggins, Inc., Trustee, the Declarants as defined in the Declaration. The Class B member shall be entitled to three (3) votes for each Lot in which it holds the interest required for membership by Section 1; provided, however, that the Class B membership shall cease and be converted to Class A membership on the happening of either of the following events, whichever occurs earlier:

- (a) When the total votes outstanding in the Class A membership equal the total votes outstanding in the Class B membership, or
- (b) On January 1, 1982.

The Class A and Class B members shall have no rights as such to vote as a class, except as required by the Texas Non-Profit Corporation Act, and both classes shall vote together upon all matters as one group.

Section 2. Nonprofit Corporation. Forest North Community Improvement Association, a nonprofit corporation, has been organized; and all duties, obligations, benefits, liens, and rights hereunder in favor of the Association shall vest in said corporation.

Section 3. Bylaws. The Association may make whatever rules or bylaws it may choose to govern the organization, provided that same are not in conflict with the terms and provisions hereof.

Section 4. Inspection of Records. The members of the Association shall have the right to inspect the books and records of the Association at reasonable times during the normal business hours.

ANY PROVISIONS HEREIN WHICH RESTRICT THE SALE, RENTAL, OR USE OF THE DESCRIBED REAL PROPERTY BECAUSE OF COLOR, OR RACE, IS INVALID AND UNENFORCEABLE UNDER THE FEDERAL LAW.

A CERTIFIED COPY
SEP 30 1997

ATTEST:
BEVERLY B. KAUFMAN, County Clerk
Harris County, Texas

Felicia L. Cox
FELICIA L. COX, Deputy

ARTICLE VI
MAINTENANCE CHARGE

146-37-1101

Section 1. Each Lot in Forest North, Section One is hereby subjected to an annual maintenance charge and assessment, for the purpose of creating a fund to be designated and known as the "maintenance fund", which maintenance charge and assessment will be paid by the Owner or Owners of each Lot within Forest North, Section One to Forest North Community Improvement Association on or before January 1, of each year, in advance annual installments, commencing on the first day of the month following conveyance of the first property to a homeowner; provided, however, that the amount of such maintenance charge and assessment shall, anything to the contrary herein notwithstanding, be chargeable and payable by the owner or owners of any Lot at one-half (1/2) the assessed rate until the first day of the month following completion and occupancy of a permanent structure thereon. The rate at which each Lot will be assessed will be determined annually, and may be adjusted from year to year by the Association as the needs of the subdivision may, in the judgment of the Association, require; provided that such assessment will be uniform and in no event will such assessment or charge exceed \$10.00 per Lot per month, or \$120.00 per Lot per year. The Association shall use the proceeds of said maintenance fund for the use and benefit of all residents of Forest North, Section One as well as all subsequent sections of Forest North subdivision, provided, however, that each future section of Forest North, to be entitled to the benefit of this maintenance fund, must be impressed with and subjected to the annual maintenance charge and assessment on a uniform, per Lot basis, equivalent to the maintenance charge and assessment imposed hereby, and further made subject to the jurisdiction of the Association. The uses and benefits to be provided by said Association shall include, by way of clarification and not limitation and at its sole option, any and all of the following: constructing and maintaining parkways, rights-of-way, easements, esplanades and other public areas, payment of all legal and other expenses incurred in connection with the enforcement of all recorded charges and assessments, covenants, restrictions, and conditions affecting the Properties

- 13 -

OK

ANY PROVISIONS HEREIN WHICH RESTRICT THE SALE, RENTAL, OR USE OF THE DESCRIBED REAL PROPERTY BECAUSE OF COLOR OR RACE, IS INVALID AND UNENFORCEABLE UNDER THE FEDERAL LAW.

A CERTIFIED COPY

ATTEST: SEP 30 1997
BEVERLY B. KAUFMAN, County Clerk
Harris County, Texas

Felicia L. Cox Deputy
FELICIA L. COX

to which the maintenance fund applies, payment of all reasonable and necessary expenses in connection with the collection and administration of the maintenance charge and assessment, employing policemen and watchmen, caring for vacant Lots and doing other thing or things necessary or desirable in the opinion of the Association to keep the Properties in the subdivision neat and in good order, or which is considered of general benefit to the owners or occupants of the Properties. It being understood that the judgment of the Association in the expenditure of said funds shall be final and conclusive so long as such judgment is exercised in good faith.

146-37-1102

Section 2. To secure the payment of the maintenance fund established hereby and to be levied on individual residential Lots, there shall be reserved in each Deed (whether specifically stated therein or not) by which the Declarants shall convey such Lots, the Vendor's Lien for benefit of the Association, said Lien to be enforceable through appropriate proceedings at law by such beneficiary; provided, however, that each such lien shall be secondary, subordinate and inferior to all liens, present and future, given, granted and created by or at the instance and request of the Owner of any such Lot to secure the payment of monies advanced or to be advanced on account of the purchase price and/or the construction of improvements on any such lot to the extent of any such maintenance fund charge accrued and unpaid prior to foreclosure of any such purchase money lien or construction lien; and further provided that as a condition precedent to any proceeding to enforce such lien upon any Lot upon which there is an outstanding valid and subsisting first mortgage lien, for the aforesaid purpose or purposes, the Association shall give the holder of such first mortgage lien sixty (60) days' written notice of such proposed action, which notice shall be sent to the nearest office of such first mortgage holder by prepaid U. S. certified mail, and shall contain a statement of the delinquent maintenance charges upon which the proposed action is based. Upon the request of any such first mortgage lienholder, the Association shall acknowledge in writing its obligation to give the foregoing notice with respect to the particular Lot covered by such first mortgage lien to the holder thereof.

RECORDED MEMORANDUM
All or Part of the Text on This Page
Has Not Clearly Legibly Been Reconstructed

ANY PROVISIONS HEREIN WHICH RESTRICT THE SALE, RENTAL OR USE OF THE DESCRIBED REAL PROPERTY BECAUSE OF COLOR, OR RACE, IS INVALID AND UNENFORCEABLE UNDER THE FEDERAL LAW.

A CERTIFIED COPY

SEP 30 1997

ATTEST:
BEVERLY B. KAUFMAN, County Clerk
Harris County, Texas

Felicia L. Cox
FELICIA L. COX Deputy

Section 3. The above maintenance charge and assessment will remain effective for the full term (and extended term if applicable) of the within covenants.

ARTICLE VII

146-37-1103

GENERAL PROVISIONS

Section 1. Term. These covenants shall run with the land and shall be binding upon all parties and all persons claiming under them for a period of forty (40) years from the date these covenants are recorded after which time said covenants shall be automatically extended for successive periods of ten (10) years each, unless an instrument signed by a majority of the then owners of the Lots has been recorded agreeing to change or terminate said covenants in whole or in part. Upon any violation or attempt to violate any of the covenants herein, it shall be lawful for the Association or any other lot owner to prosecute any proceedings at law or in equity against the person or persons violating or attempting to violate any such covenants and either to prevent him or them from doing so or to recover damages or other dues for such violations.

Section 2. Severability. Invalidation of any one of these covenants by judgment or other court order shall in no wise affect any of the other provisions which shall remain in full force and effect.

Section 3. FHA/VA Approval. So long as Declarant, its successors and assigns, are in control of the Forest North Community Improvement Association, the following actions will require the prior approval of the Federal Housing Administration or the Veterans Administration: annexation of additional properties, dedication of common area, and amendment of this Declaration of Covenants, Conditions and Restrictions.

Section 4. Approval of Lienholders. Gus Benignus, Alma Benignus, Asia, Inc., a Texas corporation, Mortgage and Trust, Inc., a Texas corporation, and First City National Bank of Houston, a national banking Association, the holders of a lien or liens on Forest North, Section One, a subdivision in Harris County, Texas, join in the execution hereof to evidence their consent hereto, and hereby subordinate their lien or liens to the provisions hereof.

-15-

RECORDED MEMORANDUM:
All or Part of This Page on This Page
Was Not Clearly Legible For Substantive
Recording

ANY PROVISIONS HEREIN WHICH RESTRICT THE SALE, RENTAL, OR USE OF THE DESCRIBED REAL PROPERTY BECAUSE OF COLOR OR RACE, IS INVALID AND UNENFORCEABLE UNDER THE FEDERAL LAW.

A CERTIFIED COPY

SEP 30 1997

ATTEST:
BEVERLY B. KAUFMAN, County Clerk
Harris County, Texas

Felicia E. Cox
FELICIA E. COX

Deputy

EXECUTED this 5th day of May, A. D. 1972. 146-37-1104

ATTEST:
By Abraham Hill
Assistant Secretary

JOHNSON-LOGGINS, INC.
By Glen W. Loggins 501
Vice President, Declarant

ATTEST:
By Abraham Hill
Assistant Secretary

JOHNSON-LOGGINS, INC., TRUSTEE
By Glen W. Loggins
Vice President, Declarant

Gus Benignus
Gus Benignus, Lienholder

Alma Benignus
Alma Benignus, Lienholder

ASLA, INC.
By Eugene A. Seibler
President, Lienholder

ATTEST:
By Thomas J. [Signature]
Assistant Secretary

MORTGAGE AND TRUST, INC.
By C. Harold Wallace
Vice President, Lienholder

ATTEST:
By Thomas J. [Signature]
Assistant Secretary

FIRST CITY NATIONAL BANK OF HOUSTON
By William [Signature]
Vice President, Lienholder

ATTEST:
By William [Signature]
Assistant Cashier

RECORDING MEMORANDUM:
The address on this instrument was
checked at the time the instrument was filed
and recorded.

THE STATE OF TEXAS
COUNTY OF HARRIS

BEFORE ME, the undersigned authority, on this day personally appeared
Mary W. Loggins as Vice President of JOHNSON-LOGGINS,
INC., known to me to be the person whose name is subscribed to the foregoing
instrument, and acknowledged to me that he executed the same for the purposes
and consideration therein expressed and in the capacity stated and as the act and
deed of said corporation.

GIVEN UNDER MY HAND and seal of office this the 5th day of May,
A. D. 1972.



Mary E. White
Notary Public in and for
Harris County, Texas

ANY PROVISIONS HEREIN WHICH RESTRICT THE SALE, RENTAL,
OR USE OF THE DESCRIBED REAL PROPERTY BECAUSE OF
COLOR OR RACE, IS INVALID AND UNENFORCEABLE UNDER
THE FEDERAL LAW.

A CERTIFIED COPY SEP 30 1997

ATTEST:
BEVERLY B. KAUFMAN, County Clerk
Harris County, Texas

Felicia L. Cox Deputy
FELICIA L. COX

THE STATE OF TEXAS |
COUNTY OF HARRIS |

146-37-1105

BEFORE ME, the undersigned authority, on this day personally appeared Steve M. Loggins, as Vice President of JOHNSON-LOGGINS, INC., known to me to be the person whose name is subscribed to the foregoing instrument, and acknowledged to me that he executed the same for the purposes and consideration therein expressed and in the capacity stated and as the act and deed of said corporation.

GIVEN UNDER MY HAND and seal of office this the 5th day of May
Mary E. White
Notary Public in and for
Harris County, Texas

THE STATE OF TEXAS |
COUNTY OF HARRIS |

BEFORE ME, the undersigned authority, on this day personally appeared GUS BENIGNUS, known to me to be the person whose name is subscribed to the foregoing instrument, and acknowledged to me that he executed the same for the purposes and consideration therein expressed and in the capacity stated and as the act and deed of said corporation.

GIVEN UNDER MY HAND and seal of office this the 5 day of MAY
Edward H. Klein
Notary Public in and for
Harris County, Texas

THE STATE OF TEXAS |
COUNTY OF HARRIS |

BEFORE ME, the undersigned authority, on this day personally appeared ALMA BENIGNUS, known to me to be the person whose name is subscribed to the foregoing instrument, and acknowledged to me that she executed the same for the purposes and consideration therein expressed and in the capacity stated and as the act and deed of said corporation.

GIVEN UNDER MY HAND and seal of office this the 5 day of MAY
Edward H. Klein
Notary Public in and for
Harris County, Texas

NOTARY PUBLICS
All of the State of Texas on this Day
We Not Only Legals But Notaries
Respectfully

ANY PROVISIONS HEREIN WHICH RESTRICT THE SALE, RENTAL, OR USE OF THE DESCRIBED REAL PROPERTY BECAUSE OF COLOR, OR RACE, IS INVALID AND UNENFORCEABLE UNDER THE FEDERAL LAW.

A CERTIFIED COPY

ATTEST: SEP 3 0 1997
BEVERLY B. KAUFMAN, County Clerk
Harris County, Texas

Felicia L. Cox Deputy
FELICIA L. COX

THE STATE OF TEXAS |

146-37-1106

COUNTY OF HARRIS |

BEFORE ME, the undersigned authority, on this day personally appeared W. N. Bond as President of ASLA, INC., known to me to be the person whose name is subscribed to the foregoing instrument, and acknowledged to me that he executed the same for the purposes and consideration therein expressed and in the capacity stated and as the act and deed of said corporation.

GIVEN UNDER MY HAND and seal of office this the 30 day of May A.D. 1972.

Marion Staudig
Notary Public in and for
Harris County, Texas

THE STATE OF TEXAS |

COUNTY OF HARRIS |

BEFORE ME, the undersigned authority, on this day personally appeared C. Harold Wallace, Sr. Vice President of MORTGAGE AND TRUST, INC., known to me to be the person whose name is subscribed to the foregoing instrument, and acknowledged to me that he executed the same for the purposes and consideration therein expressed and in the capacity stated and as the act and deed of said corporation.

GIVEN UNDER MY HAND and seal of office this the 7 day of June A.D. 1972.

Esther M. ...
Notary Public in and for
Harris County, Texas

RECORDING MEMORANDUM:
Portion of This Instrument Was Filed or
Noted On At The Time of Recording

THE STATE OF TEXAS |

COUNTY OF HARRIS |

BEFORE ME, the undersigned authority, on this day personally appeared C. A. White, Jr. Vice President as Assistant Cashier of FIRST CITY NATIONAL BANK OF HOUSTON, known to me to be the person whose name is subscribed to the foregoing instrument, and acknowledged to me that he executed the same for the purposes and consideration therein expressed and in the capacity stated and as the act and deed of said Bank.

GIVEN UNDER MY HAND and seal of office this the 25 day of July A.D. 1972.

Dorothy Lyness
Notary Public in and for
Harris County, Texas

DOROTHY LYNNESS
Notary Public in and for Harris County, Texas
My Commission Expires June 1, 1973

Send to:
Wally Campbell
Johnson Leases Inc
1746 Chandler of Commerce Bldg
CA-5-0701

ANY PROVISIONS HEREIN WHICH RESTRICT THE SALE, RENTAL, OR USE OF THE DESCRIBED REAL PROPERTY BECAUSE OF COLOR, OR RACE, IS INVALID AND UNENFORCEABLE UNDER THE FEDERAL LAW.

A CERTIFIED COPY
SEP 30 1997

ATTEST:
BEVERLY B. KAUFMAN, County Clerk
Harris County, Texas

Felicia L. Cox Deputy
FELICIA L. COX

E903486

SEP-27-76 516799

E903486

LS B PB

9.50

149-18-2306

Amended

AMENDMENT OF DECLARATION OF COVENANTS, CONDITIONS AND RESTRICTIONS

THE STATE OF TEXAS §
 § KNOW ALL MEN BY THESE PRESENTS:
COUNTY OF HARRIS §

THAT WHEREAS, Homecraft Corporation is the owner of a majority of lots in Forest North, Section One, a subdivision in Harris County, Texas, according to the map or plat thereof recorded in Volume 194, Page 35, of the Map Records of Harris County, Texas; and

950
§

WHEREAS, Homecraft Corporation, Billy T. Griffin and Gerald L. Munoz are the owners of all of the lots in Forest North, Section Two, a subdivision in Harris County, Texas, according to the map or plat thereof recorded in Volume 227, Page 133, of the Map Records of Harris County, Texas; and

WHEREAS, Homecraft Corporation is the owner of certain hereinafter described property in Harris County, Texas, which shall at a later date be platted as (and is herein referred to as) a subdivision known as Forest North, Section Three; and

WHEREAS, the Forest North, Section One subdivision is subject to the restrictions, covenants, conditions, stipulations and reservations contained in that certain Declaration of Covenants, Conditions and Restrictions for Forest North, Section One, a subdivision in Harris County, Texas (the "Declaration"), said Declaration being recorded under County Clerk's File No. D-630691 of the Official Public Records of Real Property of Harris County, Texas; and

WHEREAS, the Declaration provides that it may be amended by a recorded instrument signed by a majority of the owners of lots covered by it; and

WHEREAS, Homecraft Corporation, as owner of a majority of the lots covered by the Declaration, desires to amend said

REPRODUCTION NECESSARY
This instrument is not enforceable for automatic
transfer due to notice or state law, changed
when they or are in violation. All knowledge of
status and effects were known at this recording
and that was intended.

ANY PROVISIONS HEREIN WHICH RESTRICT THE SALE, RENTAL OR USE OF THE DESCRIBED REAL PROPERTY BECAUSE OF COLOR OR RACE, IS INVALID AND UNENFORCEABLE UNDER THE FEDERAL LAW.

A CERTIFIED COPY

SEP 30 1997

ATTEST:
BEVERLY B. KAUFMAN, County Clerk
Harris County, Texas

Felicia L. Cox Deputy
FELICIA L. COX

149-18-2307

Declaration, and all of the owners of Lots within Forest North, Section Two and of the land in Forest North, Section Three, desire to adopt, establish, and impose upon Forest North Section Two and Section Three the reservations, easements, restrictions, covenants and conditions contained within the Declaration;

NOW, THEREFORE, the undersigned parties hereby agree that the Declaration shall be amended as follows:

1. The term "Declarants", where used in the Declaration or this Amendment, shall be considered to mean and refer only to Homecraft Corporation, its successors or assigns, and anything contained in the Declaration to the contrary shall be considered to be amended or deleted in accordance herewith.

2. Article I, Section 2 is hereby amended to read as follows:

"Properties' shall mean and refer to Forest North, Section One, Section Two and Section Three subject to the Reservations set forth herein and/or in the Subdivision Plats, and any additional properties made subject to the terms hereof pursuant to the provisions set forth herein."

3. Article I, Section 3 is hereby amended to read as follows:

"Lot' and/or 'Lots' shall mean and refer to the Lots shown upon the Subdivision Plats for Forest North, Sections One and Two, and to be shown on the Subdivision Plat for Forest North, Section Three, which are restricted hereby to use for residential purposes."

4. Article I, Section 5 is hereby amended to read as follows:

"Subdivision Plat' shall mean and refer to the maps or plats of Forest North, Section One and Section Two, recorded respectively in Volume 194, Page 35 and Volume 227, Page 33 of the Map Records of Harris County, Texas, and the map or plat to be recorded at a future date of the property described in Exhibit A hereto (hereinafter referred to as 'Forest North, Section Three')."

5. Article I, Section 6 is hereby amended to read as follows:

"Architectural Control Committee' shall mean and refer to the Forest North Architectural Control Committee provided for in Article IV hereof."

-2-

ANY PROVISIONS HEREIN WHICH RESTRICT THE SALE, RENTAL, OR USE OF THE DESCRIBED REAL PROPERTY BECAUSE OF COLOR, OR RACE, IS INVALID AND UNENFORCEABLE UNDER THE FEDERAL LAW.

A CERTIFIED COPY

ATTEST: SEP 3 0 1997
BEVERLY B. KAUFMAN, County Clerk
Harris County, Texas

Juliana L. Cox Deputy
FBI/ATA L. COX

6. Article II, Section 1 is hereby amended to read as follows:

"The Subdivision Plats dedicate or will dedicate for use as such, subject to the limitations set forth therein, the streets and easements shown thereon, and such Subdivision Plats further establish or will establish certain restrictions applicable to the Properties, including, without limitation, certain minimum setback lines, and such Subdivision Plats further designate or will designate certain Reserves, including, with respect to Forest North, Section One and Section Two, Reserve A, Reserve B, Reserve C, Reserve D, and Reserve E, as shown on the Subdivision Plat for Section One, and Reserve F, Reserve G, and Reserve H, as shown on the Subdivision Plat for Section Two; and such Reserves A, B, C, D, E, F, G, and H, together with reserves to be shown on the map or plat of Forest North, Section Three shall not be a part of the Properties nor subject to the provisions hereof unless otherwise specifically provided herein. Said Reserves shall be used and utilized for purposes harmonious with the residential character of the remainder of the Properties and such uses may include, but not by way of limitation, water well site, shops or facilities for the sale of food, beverages, clothing, services and other items for personal uses, professional offices or clinics, automobile service stations or facilities of a similar nature. Reserves F, G, and H shall be used respectively for public utility district facilities, recreational amenities and school facilities. Should any of the Reserves be utilized for single family residential purposes, however, said residences must comply with the requirements set out herein for single family residences. All dedications, limitations, restrictions and reservations shown or to be shown on the Subdivision Plats are incorporated herein and made a part hereof as if fully set forth herein, and shall be construed as being adopted in each and every contract, deed or conveyance executed or to be executed by or on behalf of Declarants conveying said property or any part thereof, whether specifically referred to therein or not."

7. In Article II, Section 2, the words "Subdivision Plats" shall replace the words "Subdivision Plat."

8. Article III, Section 3 shall be amended to read as follows:

"Dwelling Size. The air conditioned living area of the main residential structure, exclusive of open porches and garages, shall not be less than 950 square feet."

9. Article III, Section 4(b) shall be amended to read as follows:

"Roofing material shall be seal tab composition shingles."

-3-

ANY PROVISIONS HEREIN WHICH RESTRICT THE SALE, RENTAL, OR USE OF THE DESCRIBED REAL PROPERTY BECAUSE OF COLOR, OR RACE, IS INVALID AND UNENFORCEABLE UNDER THE FEDERAL LAW.

A CERTIFIED COPY SEP 3 0 1997

ATTEST:
BEVERLY B. KAUFMAN, County Clerk
Harris County, Texas

Felicia L. Cox
FELICIA L. COX, Deputy

149-18-2311

THENCE with the north boundary of the said Forest North, Section Two the following bearings and distances:

N 87° 45' 00" W, 115.70 feet to a set 5/8-inch iron rod,
N 02° 15' 00" E, 2.00 feet to a set 5/8-inch iron rod,
N 87° 45' 00" W, 175.00 feet to a set 5/8-inch iron rod,
N 02° 15' 00" E, 550.54 feet to a set 5/8-inch iron rod,
N 78° 30' 00" W, 522.10 feet to a set 5/8-inch iron rod,
S 14° 57' 28" W, 621.03 feet to a set 5/8-inch iron rod,
N 75° 02' 32" W, 507.71 feet to a set 5/8-inch iron rod,
N 14° 57' 28" E, 290.00 feet to a set 5/8-inch iron rod,
S 75° 02' 32" E, 6.16 feet to a set 5/8-inch iron rod,
N 11° 30' 00" E, 300.17 feet to a set 5/8-inch iron rod,
N 78° 30' 00" W, 720.00 feet to a set 5/8-inch iron rod,
S 86° 31' 57" W, 51.93 feet to a set 5/8-inch iron rod.

THENCE S 68° 26' 00" W, 585.00 feet to a set 5/8-inch iron rod for the northwest corner of the said Forest North, Section Two, and a point for corner of the herein described tract, said set iron rod being also the northeast corner of Lot 2, Block 6 of the said Forest North, Section One;

THENCE N 21° 34' 00" W, 290.00 feet with an easterly line of the said Forest North, Section One to a set 5/8-inch iron rod marking the most northerly corner of the said Forest North, Section One and an interior corner of the herein described tract, said iron rod being south 15.00 feet from the centerline of the said 30 foot wide Trunkline Gas Company easement;

THENCE S 68° 26' 00" W, 727.56 feet parallel and south 15.00 feet of the centerline of the said 30 foot wide Trunkline Gas Company easement and with the north line of the said Forest North, Section One to a found 5/8-inch iron rod for the southwest corner and POINT OF BEGINNING of the herein described tract containing 41.3725 acres of land.

Tract Two: BEING a 0.1245 acre tract of land in the John Jones Survey, Abstract No. 481, Harris County, Texas, said 0.1245 acre tract being more particularly described as follows:

COMMENCING at a set 5/8-inch iron rod marking the northeast corner of a 41.3725 acre tract conveyed to the Homecraft Corporation and said iron rod being in the south right-of-way line of a 100-foot-wide Missouri Pacific Railroad right-of-way as occupied;

THENCE N 78° 29' 00" W, 412.38 feet with the common line of the said 41.3725 acre tract and the said Missouri Pacific Railroad to a set 5/8-inch iron rod marking an angle point in the north line of the said 41.3725 acre tract and being the POINT OF BEGINNING and most westerly corner of the herein described tract;

-6-

ANY PROVISIONS HEREIN WHICH RESTRICT THE SALE, RENTAL, OR USE OF THE DESCRIBED REAL PROPERTY BECAUSE OF COLOR, OR RACE IS INVALID AND UNENFORCEABLE UNDER THE FEDERAL LAW.

A CERTIFIED COPY

SEP 30 1997

ATTEST:
BEVERLY B. KAUFMAN, County Clerk
Harris County, Texas

Felicia L. Cox Deputy
FELICIA L. COX

149-18-2312

THENCE N 89° 47' 41" W, 232.63 feet leaving the south right-of-way line of the said Missouri Pacific Railroad and with the north line of the said 41.3725 acre tract to a set 5/8-inch iron rod for an interior corner of the said 41.3725 acre tract and the southwest corner of the herein described tract;

THENCE N 00° 20' 19" W, 46.62 feet with the said 41.3725 acre tract to a set 5/8-inch iron rod in the south right-of-way line of the said Missouri Pacific Railroad for the northwest corner of the herein described tract;

THENCE S 78° 29' 00" E, 237.69 feet with the south right-of-way line of the said Missouri Pacific Railroad to a set 5/8-inch iron rod for the most westerly corner and POINT OF BEGINNING of the herein described tract containing 0.1245 acres of land."

Gibraltar Savings and Loan Association, the holder of a lien or liens on property within Forest North Section One, Section Two and Section Three, joins in the execution hereof to evidence its consent hereto, and hereby subordinates its lien or liens to the provisions of the Declaration as amended hereby.

EXECUTED AS OF THE 9th day of September, 1976.

ATTEST: HOMECRAFT CORPORATION

ATTEST:

Maria Elena Guajardo By L. Travis Bowers
Asst. Secretary

Gerald L. Nunee
GERALD L. NUNEE

Bill T. Griffin
BILLY T. GRIFFIN

GIBRALTAR SAVINGS AND LOAN ASSOCIATION

ATTEST:

Beverly B. Kaufman By Charles L. Kaufman
Asst. Secretary

-7-

UNRECORDED INSTRUMENTS
This instrument is not satisfactory for the recording provisions due to errors of date, copy, directed party, etc. or due to conflict of interests, etc. and should not be placed of this instrument and not be recorded.

ANY PROVISIONS HEREIN WHICH RESTRICT THE SALE, RENTAL, OR USE OF THE DESCRIBED REAL PROPERTY BECAUSE OF COLOR, OR RACE, IS INVALID AND UNENFORCEABLE UNDER THE FEDERAL LAW.

A CERTIFIED COPY

SEP 30 1976

ATTEST: BEVERLY B. KAUFMAN, County Clerk
Harris County, Texas

Felicia E. Cox Deputy
FELICIA E. COX

149-18-2313

THE STATE OF TEXAS §
COUNTY OF HARRIS §

BEFORE ME, the undersigned authority, on this day personally appeared David Bowers, Vice President of Homecraft Corporation, known to me to be the person and officer whose name is subscribed to the foregoing instrument, and acknowledged to me that he executed the same for the purposes and consideration therein expressed, in the capacity therein stated, and as the act and deed of said corporation.

GIVEN UNDER MY HAND AND SEAL OF OFFICE this 9th day of September, 1976.



Mary E. Bishop
Notary Public in and for
Harris County, Texas

THE STATE OF TEXAS §
COUNTY OF HARRIS §

BEFORE ME, the undersigned authority, on this day personally appeared William T. Griffin, known to me to be the person whose name is subscribed to the foregoing instrument, and acknowledged to me that he executed the same for the purposes and consideration therein expressed and in the capacity therein stated.

GIVEN UNDER MY HAND AND SEAL OF OFFICE this 9th day of September, 1976.



Betty Bradley
Notary Public in and for
Harris County, Texas

THE STATE OF TEXAS §
COUNTY OF HARRIS §

BEFORE ME, the undersigned authority, on this day personally appeared Charles R. McKernan, Vice President of Gibraltar Savings and Loan Association, known to me to be the person and officer whose name is subscribed to the foregoing instrument, and acknowledged to me that he executed the same for the purposes and consideration therein expressed, in the capacity therein stated, and as the act and deed of said Gibraltar Savings and Loan Association.

GIVEN UNDER MY HAND AND SEAL OF OFFICE this 15th day of September, 1976.



Charles R. McKernan
Notary Public in and for
Harris County, Texas

NOTARIES' REQUIREMENTS
This instrument is not enforceable unless the notary seal is attached to the instrument. If the seal is not attached, the instrument is void.

ANY PROVISIONS HEREIN WHICH RESTRICT THE SALE, RENTAL OR USE OF THE DESCRIBED REAL PROPERTY BECAUSE OF COLOR, OR RACE, IS INVALID AND UNENFORCEABLE UNDER THE FEDERAL LAW.

A CERTIFIED COPY
SEP 30 1987
ATTEST:
BEVERLY B. KAUFMAN, County Clerk
Harris County, Texas

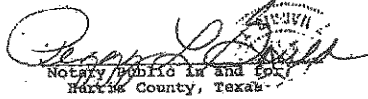
Pelicia L. Cox
PELICIA L. COX Deputy

149-18-2314

THE STATE OF TEXAS §
COUNTY OF HARRIS §

BEFORE ME, the undersigned authority, on this day personally appeared Gerald L. Nunez, known to me to be the person whose name is subscribed to the foregoing instrument, and acknowledged to me that he executed the same for the purposes and consideration therein expressed.

GIVEN UNDER MY HAND AND SEAL OF OFFICE this 21st day of September, 1976.



Notary Public in and for
Harris County, Texas

RETURN TO
MARY GREENE
4419 FANNIN
HOUSTON, TEXAS 77002

ANY PROVISIONS HEREIN WHICH RESTRICT THE SALE, RENTAL, OR USE OF THE DESCRIBED REAL PROPERTY BECAUSE OF COLOR, OR RACE, IS INVALID AND UNENFORCEABLE UNDER THE FEDERAL LAW.

A CERTIFIED COPY SEP 30 1997

ATTEST:
BEVERLY B. KAUFMAN, County Clerk
Harris County, Texas


FELICIA L. COX Deputy

149-18-2315

STATE OF TEXAS
COUNTY OF HARRIS
I hereby certify that this instrument was FILED in
file Number Sequence on the date and at the time stamped
hereon by me and was duly RECORDED, in the Official
Public Records of Real Property of Harris County, Texas on

SEP 27 1976



Beverly B. Kaufman
COUNTY CLERK,
HARRIS COUNTY, TEXAS

FILED
SEP 27 3 18 PM 1976
Beverly B. Kaufman
COUNTY CLERK,
HARRIS COUNTY, TEXAS

ANY PROVISIONS HEREIN WHICH RESTRICT THE SALE, RENTAL,
OR USE OF THE DESCRIBED REAL PROPERTY BECAUSE OF
COLOR, OR RACE, IS INVALID AND UNENFORCEABLE UNDER
THE FEDERAL LAW.

A CERTIFIED COPY

SEP 30 1997

ATTEST:
BEVERLY B. KAUFMAN, County Clerk
Harris County, Texas

Felicia L. Cox Deputy
FELICIA L. COX

Amend Base
J976785

012-62-1841

04/18/85 09011910 J976785 1 1.00

COPY
19

AMENDMENT OF DECLARATION OF
COVENANTS, CONDITIONS AND RESTRICTIONS

STATE OF TEXAS I KNOW ALL MEN BY THESE PRESENTS:
COUNTY OF HARRIS X

BK

THIS AMENDMENT OF DECLARATION, made on the date hereinafter set forth by the Trustees and Officers of the Forest North Community Improvement Association, hereinafter called "Declarants" and covering Forest North, Sections One, Two and Three inclusive, a subdivision in Harris County, Texas according to the map or plat thereof recorded in Volume 194, Page 35, of the Map Records of Harris County, Texas as recorded July 7, 1972 as Document D630691 in the Official Records of Real Property of said County and as subsequently amended by recorded instrument on September 27, 1976 as Document E903486 in the same Public Records of said County.

WHEREAS, Declarants being owners of certain property within said Forest North, Sections One, Two and Three inclusive, a subdivision in Harris County, Texas and also being members of the Board of Trustees or Officers of the Forest North Community Improvement Association, a Non-profit Corporation and pursuant to the demonstrated desire of a majority of the members therein, to again Amend said Declaration for the purpose of enhancing and protecting the value, desirability and attractiveness of a uniform plan for the development of the land contained in said three Sections of said subdivision;

NOW THEREFORE, Declarants hereby Amend the above referenced Declaration, and subsequent Amendment of September 27, 1976 as follows:

- Article III, Section 3 shall be amended to read as follows:
"Dwelling Size, The air conditioned living area of the main residential structure, exclusive of open porches and garages, shall not be less than 1450 square feet".

All other provisions contained in said Declaration as existing on the date this Amendment is executed, shall remain unchanged, and this Amendment was authorized in writing by a majority of present owners and members of the Forest North Community Improvement Association.

Ret to:
Ad Mccue's
4402 Richmond
Houston TX 77027

AMEND

AMENDMENT OF DECLARATION OF COVENANTS, CONDITIONS AND RESTRICTIONS

044-15-2359

STATE OF TEXAS)
COUNTY OF HARRIS) (KNOW ALL MEN BY THESE PRESENTS:

21
24

THIS AMENDMENT OF DECLARATION, made on the date hereinafter set forth by the Trustees and Officers of the Forest North Community Improvement Association, hereinafter called "Declarants" and covering Forest North, Sections One, Two and Three inclusive, a subdivision in Harris County, Texas according to the map or plat thereof recorded in Volume 194, Page 35, of the Map Records of Harris County, Texas as recorded July 7, 1972 as Document D630691 in the Official Records of Real Property of said County, and as subsequently amended by recorded instrument on September 27, 1976 as Document E903486 in the same Public Records of said County, and as subsequently amended by recorded instrument on April 15, 1985 as Document J976785 in the same Public Records of said County.

WHEREAS, Declarants being owners of certain property within said Forest North, Sections One, Two and Three inclusive, a subdivision in Harris County, Texas and also being members of the Board of Trustees or Officers of the Forest North Community Improvement Association, a Non-profit Corporation and pursuant to the demonstrated desire of a majority of the members therein, to again Amend said Declaration for the purpose of enhancing and protecting the value, desirability and attractiveness of a uniform plan for the development of the land contained in said three Sections of said subdivision;

NOW THEREFORE, Declarants hereby Amend the above referenced Declaration, and subsequent Amendments of September 27, 1976 and April 15, 1985, as follows:

- 1 -

ANY PROVISIONS HEREIN WHICH RESTRICT THE SALE, RENTAL, OR USE OF THE DESCRIBED REAL PROPERTY BECAUSE OF COLOR, OR RACE, IS INVALID AND UNENFORCEABLE UNDER THE FEDERAL LAW.

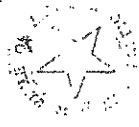
A CERTIFIED COPY
ATTEST: SEP 30 1997
BEVERLY B. KAUFMAN, County Clerk
Harris County, Texas

Felicia L. Cox Deputy
FELICIA L. COX

1 8 4

012-62-1843

COPYRIGHT
1985



APR 15 10 24 AM '85
COUNTY CLERK
HARRIS COUNTY, TEXAS

STATE OF TEXAS
COUNTY OF HARRIS
I hereby certify that the instrument was FILED in
the Public Records on the day and at the time stamped
above by me and was duly RECORDED, in the Official
Public Records of said County of Harris County, Texas on

APR 15 1985



John L. Johnson
COUNTY CLERK,
HARRIS COUNTY, TEXAS

015-NS-1843

012-62-1842

COPYRI
198

IN WITNESS WHEREFORE, we being the duly authorized agents of
the Forest North Community Improvement Association, have hereunder
set our hand this the 10th day of April, 1985.

[Signature]
Agent

[Signature]
DAVID J. SHERRATT
Title: Trustee/President

[Signature]
Agent

[Signature]
GEORGE GULITTI
Title: Trustee

STATE OF TEXAS I
COUNTY OF HARRIS I

BEFORE ME, the undersigned authority, on this day personally
appeared DAVID J. SHERRATT, known to me to be the person whose name
is subscribed to the foregoing instrument, and acknowledged to me
that he executed the same for the purposes and consideration therein
expressed and in the capacity stated and as the act and deed of said
Corporation.

SWORN AND SUBSCRIBED TO before me this 10th day of APRIL,
1985.

[Signature]
Notary Public in and for
The State of Texas
Andrew P. McQuinn

STATE OF TEXAS I
COUNTY OF HARRIS I

BEFORE ME, the undersigned authority, on this day personally
appeared, GEORGE GULITTI, known to me to be the person whose name
is subscribed to the foregoing instrument, and acknowledged to me
that he executed the same for the purposes and consideration therein
expressed and in the capacity stated and as the act and deed of said
Corporation.

SWORN AND SUBSCRIBED before me this the 10th day of APRIL,
1985.

[Signature]
Notary Public in and for
The State of Texas
Andrew P. McQuinn

NOTARY PUBLIC
ANDREW P. MCQUINN