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

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RETURN TO:

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

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

THE STATE OF TEXAS *
 *
COUNTY OF HARRIS *

KNOW ALL MEN BY THESE PRESENTS:

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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ARTICLE ONE

DEFINITIONS

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

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

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

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

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

ARTICLE TWO

PROPERTY RIGHTS TO COMMON AREAS

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

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

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

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

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

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

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

ARTICLE THREE

MEMBERSHIP AND VOTING RIGHTS IN ASSOCIATION

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

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

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

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

ARTICLE FOUR

ASSESSMENTS, INSURANCE, TAXES

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

Section 11. "INSURANCE"

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

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

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

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

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

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

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

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

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

ARTICLE FIVE

ARCHITECTURAL CONTROL

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

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Section 2. "NO WAIVER OF FUTURE APPROVALS" The approval of the ACC of any proposals or plans and specifications or drawings for any work done or proposed, or in connection with any other matter requiring the approval and consent of such Committee, shall not be deemed to constitute a waiver of any right to withhold approval or consent as to any similar proposals, plans and specifications, drawings, or matters whatever subsequently or additionally submitted for approval and consent.

Section 3. "VARIANCES" The ACC may authorize variances from compliance with any of its guidelines and procedures when circumstances such as topography, natural obstructions, hardship, or aesthetic or environmental considerations require, but only in accordance with duly adopted rules and regulations. Such variances may only be granted, however, when unique circumstances dictate and no variance shall (a) be effective unless in writing, (b) be contrary to the restrictions set forth in the body of this Declaration, or (c) estop the Committee from denying a variance in other circumstances. For purposes of this Section, the inability to obtain approval of any governmental agency, the issuance of any permit, or the terms of financing shall not be considered a hardship warranting a variance.

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

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

ARTICLE SIX

MAINTENANCE AND REPAIRS

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

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

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

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

ARTICLE SEVEN

USE RESTRICTIONS

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

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

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

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

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

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

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

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

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

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

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

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

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

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

Section 8. "OBSTRUCTION OF COMMON AREAS AND INTERSECTIONS" There shall be no obstruction of the Common Area. Nothing shall be stored in the Common Area without prior written permission of the Board of Directors. All property located at street intersections shall be landscaped so as to permit safe sight across the street corners. No fence, wall, hedge or shrub planting shall be placed or permitted to remain where it would create a traffic or sight problem.

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

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

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

Section 12. "TEMPORARY STRUCTURES AND PROHIBITED VEHICLES"

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

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

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

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

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

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

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

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

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

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

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

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

Section 19. "BUSINESS USE" No trade or business may be conducted in or from any Lot, except that an Owner or his tenant may conduct business activities within the Lot or building thereon so long as: (a) the existence or operation of the business activity is not apparent or detectable by sight, sound or smell from outside the Lot; (b) the business activity conforms to all zoning requirements for the Properties; (c) the business activity does not involve persons or commercial vehicles coming onto the Properties who do not reside in the Properties or door-to-door solicitation of residents of the Properties; and (d) the business activity is consistent with the residential character of the Properties and does not constitute a nuisance, or a hazardous or offensive use, or threaten the security or safety of other residents of the Properties, as may be determined in the sole discretion of the Board.

The terms "business" and "trade", as used in this provision, shall be construed to have their ordinary, generally accepted meanings, and shall include, without limitation, any occupation, work or activity undertaken on an ongoing basis which involved the provision of goods or services to persons other than the provider's family and for which the provider receives a fee, compensation, or other form of consideration, regardless of whether: (i) such activity is engaged in full or part-time; (ii) such activity is intended to or does generate a profit; or (iii) a license is required therefore.

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

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

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

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

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

ARTICLE EIGHT

NOTICE REQUIREMENTS, MANAGEMENT AGREEMENTS, LEASES AND DELEGATIONS

Section 1. "NOTICE OF SALE OR TRANSFER OF TITLE" In the event that any Owner desires to sell or otherwise transfer title to his or her Lot, such Owner shall give the Board of Directors at least seven (7) days prior written notice of the name and address of the purchaser or transferee, the date of such transfer of title, and such other information as the Board of Directors may reasonably require. Until such written notice is received by the Board of Directors, the transferor shall continue to be jointly and severally responsible for all obligations of the Owner of the Lot hereunder, including payment of assessments notwithstanding the transfer of title to the Lot.

Section 2. "NOTICE OF DEFAULT" The Association shall notify a first mortgagee, in writing, upon the request of such mortgagee, of any default by the mortgagor in the performance of such mortgagor's obligations as set forth in the Declaration which is not cured within sixty (60) days.

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

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

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

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

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

ARTICLE NINE

GENERAL PROVISIONS

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

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

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

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

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

meeting or a special meeting duly called for this purpose.

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

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

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

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

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

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

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

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

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

Kenneth Latimer
By: Kenneth Latimer, Vice-President

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

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

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

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