



The State of Texas
SECRETARY OF STATE

I, MARK WHITE, Secretary of State of the State of Texas, DO HEREBY CERTIFY that the attached is a true and correct copy of the following described instruments on file in this office:

EPERNAY COMMUNITY ASSOCIATION, INC.

Articles of Incorporation

May 3, 1976



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

5th day of October A D 1976

Mark White
Secretary of State

ARTICLES OF INCORPORATION
OF
EPERNAY COMMUNITY ASSOCIATION, INC.

FILED
In the Office of the
Secretary of State of Texas

MAY 3 1976

Bill Kimbrough
Director, Corporation Division

We, the undersigned natural persons of the age of twenty-one (21) 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 of such corporation:

ARTICLE I

The name of the Corporation is EPERNAY COMMUNITY ASSOCIATION, INC. (hereinafter called "the Association").

ARTICLE II

The street address of the initial registered office of the Association is 2100 Post Oak Tower, Houston, Texas, and the name of its initial registered agent at such address is Donald J. Mackie.

ARTICLE III

The Association is a non-profit corporation.

ARTICLE IV

The period of the Association's duration is perpetual.

ARTICLE V

The Association does not contemplate pecuniary gain or profit to the members thereof, and the specific purposes for which it is formed are to:

(a) 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 Amended and Restated Declaration of Covenants, Conditions and Restrictions (hereinafter called the "Declaration") for Epernay, a subdivision in Harris County, Texas, said Declaration being recorded under Film Code No. 131-13-0002 in the Official Public Records of Real Property 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, and terms used herein having the same meaning as in the Declaration;

(b) 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 Amended and Restated Trust Agreement for Epernay (hereinafter called "the Trust") recorded under Film Code No. 131-12-2566

in the Official Public Records of Real Property of Harris County, Texas, as the same may be amended from time to time as therein provided, said Trust being incorporated herein as if set forth at length;

(c) participate in mergers and consolidations with other nonprofit corporations organized for the same purposes, provided that any such merger or consolidation shall have the assent of the members entitled to cast not less than two-thirds (2/3) of the aggregate of the votes of both classes of membership;

(d) have and to exercise any and all powers, rights and privileges which a corporation organized under the Non-Profit Corporation Law of the State of Texas by law may now or hereafter have or exercise.

ARTICLE VI

Every person or entity who is the record owner, whether one or more persons or entities, of a fee simple title to any Lot 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. Memberships shall be appurtenant to and may not be separated from ownership of any Lot.

ARTICLE VII

The Association shall have two classes of voting membership:

Class A. Except as provided under "Class B" below, each Owner (as defined in the Declaration) shall be a Class A member. Each Class A member shall be entitled to one vote for each Lot in which he holds the full fee interest. When the full fee interest in any Lot is held by more than one person, all such persons shall be members, and 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(s) shall be Declarant and shall be entitled to three (3) votes for each Lot in which it holds the full fee interest. The Class B membership shall cease upon termination of the Construction Period.

ARTICLE VIII

The affairs of this Association shall be managed by a board of three directors, who need not be members of the Association. The number of directors may be changed by amendment of the by-laws of the Association. The names and addresses of the persons who are to act in the capacity of initial directors until the selection of their successors are:

<u>Name</u>	<u>Address</u>
Donald J. Mackie	2100 Post Oak Tower Houston, Texas 77027
Thomas E. Benson, Jr.	2100 Post Oak Tower Houston, Texas 77027
Bruce H. Meyer	2100 Post Oak Tower Houston, Texas 77027

At the first annual meeting, the members shall elect one director for a term of one year, one director for a term of two years and one director for a term of three years and at each annual meeting thereafter the members shall elect directors for terms of three years, as needed.

ARTICLE IX

The Association may be dissolved with the assent given in writing and signed by members entitled to cast not less than two-thirds (2/3) of the aggregate of the votes of both classes of membership. Upon dissolution of the Association, other than incident to a merger or consolidation, the assets of the Association, if any, shall vest in the Owners, who shall thereafter own equal, undivided interests in and to such assets.

ARTICLE X

Amendment of these Articles shall require the assent of members entitled to cast not less than two-thirds (2/3) of the aggregate of the votes of both classes of membership.

ARTICLE XI

The name and street address of each incorporator is:

<u>Name</u>	<u>Address</u>
Frank Hubert, Jr.	One Shell Plaza Houston, Texas 77002
Gary L. Wood	One Shell Plaza Houston, Texas 77002
John E. Wesley	One Shell Plaza Houston, Texas 77002

IN WITNESS WHEREOF, we have hereunto set our hands,
this 30th day of April, 1976.

Frank Hubert, Jr.
Frank Hubert, Jr.

Gary L. Wood
Gary L. Wood

John E. Neslage
John E. Neslage

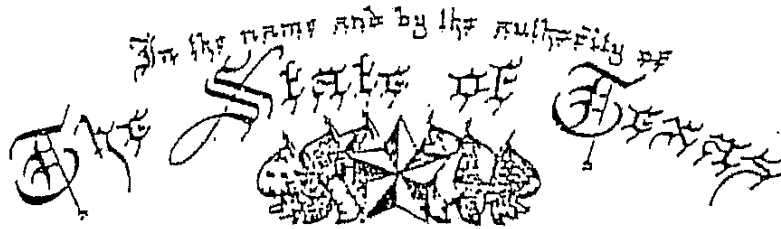
THE STATE OF TEXAS X

COUNTY OF HARRIS X

I, Mary Lou Mendicino, a Notary Public,
do hereby certify on this 30th day of April, 1976,
personally appeared before me Frank Hubert, Jr., Gary L. Wood and
John E. Neslage, who each being by me first duly sworn severally
declared that they are the persons who signed the foregoing docu-
ments as incorporators, and that the statements therein contained
are true.

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

Mary Lou Mendicino
Notary Public in and for
Harris County, Texas



OFFICE OF THE SECRETARY OF STATE

CERTIFICATE OF AMENDMENT
OF

EPERNAY COMMUNITY ASSOCIATION, INC.

Charter No. 380432-1

The undersigned, as Secretary of State of the State of Texas, hereby certifies that duplicate originals of Articles of Amendment to the Articles of Incorporation of the above corporation duly signed and verified pursuant to the provisions of the Texas Non-Profit Corporation Act, have been received in this office and are found to conform to law.

ACCORDINGLY the undersigned, as such Secretary of State, and by virtue of the authority vested in him by law, hereby issues this Certificate of Amendment to the Articles of Incorporation and attaches hereto a duplicate original of the Articles of Amendment.

Dated January 11, 1973

Secretary of State



ARTICLES OF AMENDMENT
TO THE
ARTICLES OF INCORPORATION
OF

EPERNAY COMMUNITY ASSOCIATION, INC.

Pursuant to the provisions of Article 4.03 of the Texas Non-Profit Corporation Act, the undersigned corporation adopts the following Articles of Amendment to its Articles of Incorporation which deletes requirements as to directorship terms so this matter may be provided for in the Bylaws as amended.

1. The name of the corporation is EPERNAY COMMUNITY ASSOCIATION, INC.
2. The following amendment to the Articles of Incorporation was adopted by the corporation on August 17, 1977.

Article VIII of the Articles of Incorporation is hereby amended so as to read as follows:

"ARTICLE VIII

"The affairs of this Association shall be managed by a board of three directors, who need not be members of the Association. The number of Directors may be changed by amendment of the by-laws of the Association. The names and addresses of the persons who are to act in the capacity of initial directors until the selection of their successors are:

<u>Name</u>	<u>Address</u>
"Donald J. Mackie	2100 Post Oak Tower Houston, Texas 77027
"Thomas E. Benson, Jr.	2100 Post Oak Tower Houston, Texas 77027
"Bruce H. Meyer	2100 Post Oak Tower Houston, Texas 77027

3. The amendment was adopted in the following manner:

The amendment was adopted at a meeting of members held on August 17, 1977, at which

R240327

502-53-2100

01/23/95 00308969 R240327 \$ 9.00

CERTIFICATE OF SECOND AMENDMENT
TO THE BYLAWS OF
EPERNAY COMMUNITY ASSOCIATION, INC.

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

The undersigned, being the duly elected, qualified, and acting Secretary of EPERNAY COMMUNITY ASSOCIATION, INC., a Texas non-profit corporation, the corporation set forth and described in that certain "Amended and Restated Declaration of Covenants, Conditions, and Restrictions for Epernay" dated November 18, 1975, recorded under County Clerk's File No. E613643 and Film Code 131-13-0002 et seq. of the Real Property Records of Harris County, Texas; the undersigned Secretary further being the keeper of the minutes and records of said corporation, does hereby certify that the following is a true and correct copy of the Second Amendment to the Bylaws of Epernay Community Association, Inc., as adopted at a duly constituted special meeting held on June 1, 1987, and approved, adopted, ratified and confirmed by the requisite vote of members of Epernay Community Association, Inc. as required by the Bylaws of Epernay Community Association, Inc.

SECOND AMENDMENT TO THE BYLAWS OF
EPERNAY COMMUNITY ASSOCIATION, INC.

RESOLVED, that Article XIII of the Bylaws of the Epernay Community Association, Inc. is hereby amended to read as follows:

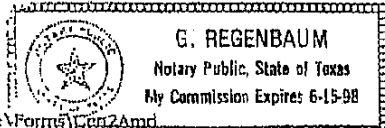
The fiscal year of the Association shall begin on the 1st day of July and end on the 30th day of June of every year.

TO CERTIFY WHICH witness my hand this 16th day of January, 1995.

Mary L. Moffett
Secretary, Epernay Community Association, Inc.
MARY L. MOFFETT

STATE OF TEXAS §
COUNTY OF HARRIS §

This instrument was acknowledged before me on the 16th day of JANUARY, 1995 by MARY L. MOFFETT, Secretary of Epernay Community Association, Inc., a Texas non-profit corporation, on behalf of said corporation.



G. Regenbaum
Notary Public, in and for
The State OF TEXAS

CORD & RETURN TO: RICHARD C. LIEVENS; FRANK ELMORE LIEVENS & CHESNEY C.L.P.

502-53-2089

BY-LAWS
OF
EPERNAY COMMUNITY ASSOCIATION, INC.

ARTICLE I

NAME AND LOCATION. The name of the corporation is Epernay Community Association, Inc. (hereinafter referred to as "the Association"). The principal office of the Association shall be located at 2100 Post Oak Tower, Houston, Texas, but meetings of members and directors may be held at such places within the State of Texas, County of Harris, as may be designated by the Board of Directors.

ARTICLE II

DEFINITIONS

Section 1. "Declaration" shall mean and refer to the Amended and Restated Declaration of Covenants, Conditions and Restrictions for Epernay recorded under Film Code No. 131-13-0002 of the Official Public Records of Real Property of Harris County, Texas and any amendments thereto. Terms used in these By-Laws shall have the same meaning as in the Declaration.

Section 2. "Member" shall mean and refer to those persons entitled to membership as provided in the Declaration and Articles of Incorporation of the Association.

ARTICLE III

502-53-2090

MEETING OF MEMBERS

Section 1. Annual Meetings. The first annual meeting of the members shall be held on the first Wednesday in February, 1977, at 8:00 p. m., and subsequent annual meetings shall be held on the first Wednesday in each February thereafter at 8:00 p. m.; if a legal holiday, then on the next succeeding business day.

Section 2. Special Meetings. Special meetings of the members may be called at any time by the President of the Association or Board of Directors, or upon written request of the members who are entitled to vote one-fourth (1/4) of all of the votes of the Class A membership.

Section 3. Notice of Meetings. No written notice will be required for the annual meetings of the members. Written notice of each special meeting of the members shall be given by the Secretary or person authorized to call the meeting. Notice shall be mailed, postage prepaid, at least five (5) days before such meeting to each member entitled to vote. Notice shall be 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 notice. Such notice shall specify the place, date, hour and purpose of the meeting.

Section 4. Quorum. The presence at the meeting of the members entitled to cast, or of proxies entitled to cast, one-fourth (1/4) of the votes of each class of membership shall

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constitute a quorum for any action, except as otherwise provided in the Articles of Incorporation, Declaration or these By-Laws. If, however, a quorum shall not be present or represented at any meeting, the members entitled to vote thereat shall have power to adjourn the meeting from time to time without notice of other than an announcement at the meeting until a quorum shall be present or represented.

Section 5. Proxies. At all meetings, each member may vote in person or by proxy. All proxies shall be in writing and filed with the Secretary. When the full fee interest in any Assessment Unit is held by more than one person, and all such persons are members, then the vote for such Assessment Unit shall be exercised in person or by proxy as they, among themselves, determine, but in no event shall more than one vote be cast with respect to any Assessment Unit. In the event that multiple persons are voting by proxy, each person's signature will be required on the proxy instrument. Every proxy shall be revocable and shall automatically cease upon conveyance by the member of his Assessment Unit.

ARTICLE IV

BOARD OF DIRECTORS: SELECTION AND TERM OF OFFICE

Section 1. Number. The affairs of this Association shall be managed by a Board of three (3) Directors, who need not be members of the Association.

502-53-2092

Section 2. Term of Office. At the first annual meeting the members shall elect one director for a term of one year, one director for a term of two years, and one director for a term of three years; and at each annual meeting thereafter, the members shall elect directors for terms of three years, as needed.

Section 3. Removal. Any director may be removed from the Board, with or without cause, at a special meeting of the Association by members entitled to vote more than two-thirds (2/3) of the aggregate of the votes of both classes of membership. 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 for the unexpired term of his predecessor.

Section 4. Compensation. No director shall receive compensation for any service he may render to the Association.

Section 5. 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 and consent of all the directors. Any action so approved shall have the same effect as though taken at a meeting of the directors.

ARTICLE V

NOMINATION AND ELECTION OF DIRECTORS

Section 1. Nomination. Nomination for election to the Board of Directors shall be made by a Nominating Committee.

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Nominations may also be made from the floor at the annual meeting. The Nominating Committee shall consist of a Chairman, who shall be a member of the Board of Directors, and two or more members of the Association. The Nominating Committee shall be appointed by the Board of Directors at least thirty (30) days prior to each annual meeting of the members. The Nominating Committee shall make as many nominations for election to the Board of Directors as it shall in its discretion determine, but not less than the number of vacancies that are to be filled. Such nominations may be made from among members or non-members.

Section 2. 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 to each vacancy, as many votes as they are entitled to exercise under the provisions of the Articles of Incorporation and Declaration. The persons receiving the largest number of votes shall be elected.

ARTICLE VI

MEETINGS OF DIRECTORS

Section 1. Regular Meetings. Regular meetings of the Board of Directors shall be held quarterly without notice at such place and hour as may be fixed from time to time by the Board. One of such regular meetings shall be held immediately after the adjournment of the annual meeting of the Association. Should any of said meetings fall upon a legal holiday, then the meeting shall be held at the same time on the next day which is not a legal holiday.

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502-53-2094

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

Section 3. Quorum. A majority of the number of directors shall constitute a quorum for the transaction of business. Every act or decision done or made by a majority of the directors present at a duly held meeting at which a quorum is present shall be regarded as the act of the Board.

ARTICLE VII

POWERS AND DUTIES OF THE BOARD OF DIRECTORS

Section 1. Powers. Subject to and consistent with the rules and regulations established by the Trustee under the Declaration, the Board of Directors shall have power to:

(a) suspend the voting rights of a member during any period in which such member shall be in default in the payment of any assessment levied by the Trustee. Such rights may also be suspended after notice and hearing, for a period not to exceed 60 days for infractions 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 of these By-Laws or the Articles of Incorporation, the Declaration or the Trust Agreement; and

502-53-2095

(c) declare the office of a member of the Board of Directors to be vacant in the event each such member shall be absent from three (3) consecutive regular meetings of the Board of Directors.

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 and to present a statement thereof to the members at the annual meeting of the members or at any special meeting when such statement is requested in writing by one-fourth (1/4) of the Class A members who are entitled to vote;

(b) meet with the Trustee as provided in Article IV, Section 2(j) of the Trust Agreement.

ARTICLE VIII

OFFICERS AND THEIR DUTIES

Section 1. Enumeration of Offices. The officers of this Association shall be a President, Vice President-Treasurer and Secretary who shall at all times be members of the Board of Directors, and such other officers as the Board, from time to time, by resolution create.

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.

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502-53-2096

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 he shall sooner resign, be removed, or otherwise be disqualified to serve.

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

Section 5. Resignation and Removal. Any officer may be removed from office, with or without cause, by the Board. Any officer may resign at any time giving written notice to the Board, the President or the Secretary. Such resignation shall take effect on the date of receipt 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. Duties. The duties of the officers are as follows:

(a) President. The president shall preside at all meetings of the Board of Directors; shall see that orders and resolutions of the Board are carried out; shall sign

502-53-2097

all instruments on behalf of the Association and shall co-sign all checks.

(b) Vice President-Treasurer. The vice president-treasurer 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; the vice president-treasurer shall receive and deposit in appropriate bank accounts all monies of the Association and shall disburse such funds as directed by resolution of the Board of Directors; shall sign all checks of the Association; keep proper books of accounts; and shall prepare an annual budget and a statement of income and expenditures to be presented to the membership at its regular annual meeting. Copies of these documents shall be available for purchase at a reasonable cost.

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

ARTICLE IX

COMMITTEES

The Board of Directors shall appoint committees as deemed appropriate in carrying out its purposes.

ARTICLE X

BOOKS AND RECORDS

The books, records and papers of the Association shall at all times, during reasonable business hours, be subject to inspection by any member. The Articles of Incorporation and By-Laws of the Association, and the Declaration and Trust Agreement shall be available for inspection by any member at the principal office of the Association where copies may be purchased at a reasonable cost.

ARTICLE XI

CORPORATE SEAL

The Association shall have a seal in circular form having within its circumference the words: "EPERNAY COMMUNITY ASSOCIATION, INC."

ARTICLE XII

AMENDMENTS

Section 1. These By-Laws may be amended, at any annual or special meeting of the members, by a majority vote of a quorum of members present in person or by proxy.

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

502-53-2099

Declaration and/or the Trust Agreement and these By-Laws,
the Declaration and/or the Trust Agreement shall control.

ARTICLE XIII

FISCAL YEAR

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

IN WITNESS WHEREOF, we, being all of the directors
of EPERNAY COMMUNITY ASSOCIATION, INC., have hereunto set our
hands this 16 day of March, 1976.

Thomas E. Benson, Jr.
Thomas E. Benson, Jr.

Donald J. Mackie
Donald J. Mackie

Bruce H. Meyer
Bruce H. Meyer

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

JAN 23 1995



Beverly B. Kaufman
COUNTY CLERK
HARRIS COUNTY, TEXAS

FILED FOR RECORD
8:00 AM

JAN 23 1995

Beverly B. Kaufman
County Clerk, Harris County, Texas

RECORDER'S MEMORANDUM

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

FEB 01 1989

CERTIFICATE OF AMENDMENT
TO THE BYLAWS OF
EPERNAY COMMUNITY ASSOCIATION, INC.
(ALTERNATE ELECTION PROCEDURE)

3
Amend
D

THE STATE OF TEXAS §
 §
COUNTY OF HARRIS §

KNOW ALL MEN BY THESE PRESENTS:

The undersigned, being the duly elected, qualified and acting Secretary of EPERNAY COMMUNITY ASSOCIATION, INC., a Texas non-profit corporation, the corporation set forth and described in that certain "Declaration of Covenants, Conditions and Restrictions for EPERNAY", recorded under Harris County Clerk's File No. E613643 and all amendments thereto as (said recorded documents and all exhibits and amendments thereto being referred to as "Declaration"), the undersigned Secretary further being the keeper of the minutes and records of said corporation, does hereby certify that the following is a true and correct copy of an amendment to the Bylaws of EPERNAY COMMUNITY ASSOCIATION, INC., as adopted at a duly constituted meeting of the Board of Directors held on November 16, 2011, and approved, adopted, ratified and confirmed by a majority of the Board of Directors in accordance with and pursuant to the authority granted by Section 209.00593 of the TEXAS PROPERTY CODE to adopt an alternate election procedure. The effective date of the Amendment to the Bylaws shall be January 1, 2012.

lee

AMENDMENT TO THE BYLAWS
OF EPERNAY COMMUNITY ASSOCIATION, INC.

RESOLVED, that Article V of the By-Laws is amended by adding the following Section 3:

"Section 3. Alternate Election Procedure. Notwithstanding anything to the contrary in these Bylaws, the following

provision shall be applicable in the event that there is not a quorum at any annual meeting of the Association where an election of Director(s) was to occur.

If a quorum was not present, in person or by proxy, at the annual meeting of the Association, then the following alternate election procedure shall be followed. Within five (5) business days after the date of the called annual meeting, the Association shall mail a notice to all the members of the Association advising that an election will be held by mail-out ballots. The notice shall state that any member interested in being placed on the mail-out ballot as a candidate must contact the Association or the Association's managing agent in writing within ten (10) days from the date of the notice and request to be placed on the mail-out ballot as a candidate. Upon the expiration of the ten (10) days, nominations of candidates shall be deemed closed, and no additional candidates shall be eligible for consideration. Within five (5) business days after the nominations have been closed, the Association shall prepare and mail the mail-out ballots to the members. The members shall be required to return the completed mail-out ballots by the specific date and time as specified on the mail-out ballot which shall not be more than thirty (30) days from the date the mail-out ballots were mailed. After the stated deadline has passed, the Association or its managing agent shall tabulate the mail-out ballots, and the candidate or candidates receiving the highest number of votes shall be elected to fill the available positions on the Board of Directors."

IN WITNESS WHEREOF, the undersigned has hereunto set his hand this 18 day
of January, 2012.

EPERNAY COMMUNITY ASSOCIATION INC.,
a Texas non-profit corporation

By: Karen Paris
KAREN PARIS, Secretary

FILED FOR RECORD
8:00 AM

JAN 26 2012

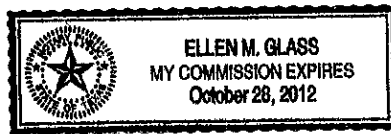
Stan Stewart
County Clerk, Harris County, Texas

RECORDER'S MEMORANDUM:
At the time of recordation, this instrument was found to be inadequate for the best photographic reproduction because of illegibility, carbon or photo copy, discolored paper, etc. All blockouts, additions and changes were present at the time the instrument was filed and recorded.

THE STATE OF TEXAS §
 §
COUNTY OF HARRIS §

This instrument was acknowledged before me on the 18 day of January, 2011, by Karen Paris, Secretary of EPERNAY COMMUNITY ASSOCIATION, INC., a Texas non-profit corporation.

Ellen M. Glass
Notary Public in and for the State of Texas



RECORD AND RETURN TO: ✓
Frank, Elmore, Lievens,
Chesney & Turet, L.L.P.
Attn: Richard C. Lievens
9225 Katy Freeway, Suite 250
Houston, Texas 77024

ANY PROVISION HEREIN WHICH RESTRICTS THE SALE, RENTAL, OR USE OF THE DESCRIBED REAL PROPERTY BECAUSE OF COLOR OR RACE IS INVALID AND UNENFORCEABLE UNDER FEDERAL LAW.
THE STATE OF TEXAS
COUNTY OF HARRIS
I hereby certify that this instrument was FILED in file number 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.

JAN 20 2012

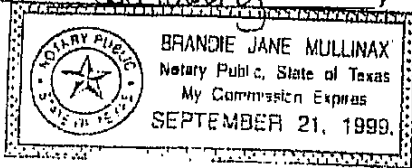


Stan Stewart
COUNTY CLERK
HARRIS COUNTY, TEXAS

536-77-0374

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 the 4th day of January, 1996.



Brandie Jane Mullinax
Notary Public in and for
State of Texas

After recording, return to:
Ingle & Ingle
3900 Essex, Suite 1070
Houston, Texas 77027

ANY PROVISION HEREIN WHICH ATTEMPTS TO LIMIT THE REMEDY FOR VIOLATION 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

JAN 10 1996



Beatty R. Kaufman
COUNTY CLERK
HARRIS COUNTY TEXAS

Beatty R. Kaufman
COUNTY CLERK
HARRIS COUNTY TEXAS

JAN 10 AM 11:21

ED

Third Amendment
of the Bylaws

3

502-53-2086

noted
R240325

CERTIFICATE OF FIRST AMENDMENT
TO THE BYLAWS OF
EPERNAY COMMUNITY ASSOCIATION, INC.

01/23/95 00308967 R240325 \$ 11.00

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

The undersigned, being the duly elected, qualified, and acting Secretary of EPERNAY COMMUNITY ASSOCIATION, INC., a Texas non-profit corporation, the corporation set forth and described in that certain "Amended and Restated Declaration of Covenants, Conditions, and Restrictions for Epernay" dated November 18, 1975, recorded under County Clerk's File No. E613643 and Film Code 131-13-0002 et seq. of the Real Property Records of Harris County, Texas; the undersigned Secretary further being the keeper of the minutes and records of said corporation, does hereby certify that the following is a true and correct copy of the First Amendment to the Bylaws of Epernay Community Association, Inc., as adopted at a duly constituted special meeting held on August 17, 1977, and approved, adopted, ratified and confirmed by the requisite vote of members of Epernay Community Association, Inc. as required by the Bylaws of Epernay Community Association, Inc.

FIRST AMENDMENT TO THE BYLAWS OF
EPERNAY COMMUNITY ASSOCIATION, INC.

FURTHER, RESOLVED, that Sections 1 and 2 of Article IV of the Bylaws of the Association be amended to read as follows:

"Section 1. Number. The affairs of this Association shall be managed by a Board of five (5) Directors, who need not be members of the Association.

"Section 2. Term of Office. Each of the two directors elected to fill the vacancies created by the additional directorships created by amendment of Section 1 of Article IV of these Bylaws shall serve as a Director until the February 1978 Annual Meeting. At such Annual Meeting and at each Annual Meeting thereafter, the members shall elect directors for terms of two years, as needed."

TO CERTIFY WHICH witness my hand this 16 day of January, 1995.

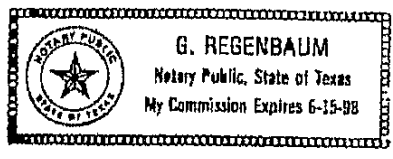
Mary L. Moffett
Secretary, Epernay Community Association, Inc.
MARY L. MOFFETT

502-53-2087

STATE OF TEXAS §
COUNTY OF HARRIS §

This instrument was acknowledged before me on the 16th day of January, 1995 by Harvey L. ROBERTS, Secretary of Epernay Community Association, Inc., a Texas non-profit corporation, on behalf of said corporation.

[Handwritten Signature]
Notary Public, in and for
The State OF TEXAS



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

JAN 23 1995



Beverly B. Kaufman
COUNTY CLERK
HARRIS COUNTY, TEXAS

FILED FOR RECORD
8:00 AM

JAN 23 1995

Beverly B. Kaufman
County Clerk, Harris County, Texas

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Record & Return to:

Richard C. LIENENS
FRANK, ELMORE, LIENENS & CHESNEY
L.L.P.
808 TRAVIS #2500
Houston TX 77002

E632643

4015800

AMENDED AND RESTATED

DECLARATION

OF

COVENANTS, CONDITIONS AND RESTRICTIONS

FOR

EPERNAY

131-13-0002

U2

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

WHEREAS, GREENMARK INCORPORATED, a Texas corporation (hereinafter called "Declarant") has heretofore executed that certain Declaration of Covenants, Conditions and Restrictions for Epernay dated January 29, 1975, recorded under File No. E363191, Film Code No. 116-08-0563 in the Official Public Records of Real Property of Harris County, Texas (hereinafter called "the Original Declaration");

WHEREAS, Declarant and Texas Commerce Bank National Association, a national banking association having an office in the City of Houston, Texas, executed that certain Trust Agreement dated January 31, 1975, recorded under File No. E363625, Film Code No. 116-08-2212 in the Official Public Records of Real Property of Harris County, Texas (hereinafter called "the Original Trust Agreement");

WHEREAS, Section 3 of Article XII of the Original Declaration provides that the Original Declaration may be

131-13-0003

amended at any time by an instrument signed by the Trustee under the Original Trust Agreement and by members entitled to cast not less than ninety percent (90%) of the aggregate of the votes of both classes of membership;

WHEREAS, as of the date of this instrument, Texas Commerce Bank National Association is the Trustee under the Trust Agreement and Declarant is the sole Class B member of the Association (as such terms are defined in "the Original Declaration") and, as owner of the Lots (as that term is defined in the Original Declaration) set forth in Exhibit "A" attached hereto and hereby made a part hereof for all purposes, is entitled to cast not less than ninety percent (90%) of the aggregate of the votes of both classes of membership;

WHEREAS, Declarant and Texas Commerce Bank National Association, as Trustee under the Original Trust Agreement, desire to amend and restate Articles I through XII, inclusive, of the Original Declaration;

NOW, THEREFORE, for and in consideration of the premises, Articles I through XII, inclusive, of the Original Declaration are hereby amended and restated as follows:

ARTICLE I

DEFINITIONS

Section 1. "Association" shall mean and refer to EPERNAY COMMUNITY ASSOCIATION, INC., its successors and assigns.

131-13-0004

Section 2. "Building" shall mean and refer to the principal structure constructed by Declarant upon a Building Site. The only Buildings which shall contain Units shall be those Buildings so designated pursuant to Section 1 of Article VIII hereof.

Section 3. "Building Common Elements" shall mean all of the particular Building designated as a Building which contains Units, except for the Units in said Building, and shall include the Building Site upon which said Building is situated, and, without limiting the generality of the foregoing, shall include the following:

(1) All foundations, bearing walls and columns, roofs, halls, lobbies, stairways, and entrances and exits or communication ways;

(2) All compartments or installations of services to the Building such as power, light, gas, cold and hot water, refrigeration, central air conditioning and central heating, reservoirs, water tanks and pumps, and the like;

(3) In general, all devices or installments existing for common use and all other elements of the Building desirable or rationally of common use or necessary to the existence, upkeep and safety of the Building.

Section 4. "Building Site" shall mean and refer to any of the 37 building sites described in Exhibit C attached to the Original Declaration (which do not include the Common Area), or any of the building sites on any additions to the Existing Property as may hereafter be made pursuant to Article II hereof, on which there is or will be constructed a Building.

Section 5. "Common Area" shall mean all real property conveyed to the Trustee by the Trust Agreement or by any Supplementary Trust Agreement executed by Declarant in connection with additions to the Existing Property as may hereafter be made pursuant to Article II hereof and held by the Trustee for the benefit and for common use and enjoyment of the Owners.

Section 6. "Construction Period" shall mean that period of time from the date hereof until all Building Sites within the Properties are conveyed to Owners other than Declarant and construction of Buildings on such Building Sites has been completed; provided, however, that the Construction Period as defined immediately preceding shall be terminated thirty (30) days after written notice from Declarant to Trustee of Declarant's intention to terminate the Construction Period.

Section 7. "Declarant" shall mean and refer to GREENMARK INCORPORATED, a Texas corporation, its successors

131-13-0006

and assigns (i) if such successors or assigns should acquire more than one undeveloped Building Site from the Declarant for the purpose of development, and (ii) if such successors or assigns are designated in writing by GREENMARK INCORPORATED, as a successor or assign of the rights of GREENMARK INCORPORATED, set forth herein.

Section 8. "Declaration" shall mean and refer to the Original Declaration as amended and restated by and in this instrument.

Section 9. "Floor Plan" shall mean and refer to a plan or diagram of a floor in a Building, the area on which floor is divided between or among Units, which plan or diagram shall show the boundaries between such Units and shall label the area occupied by each such Unit with a single letter.

Section 10. "Lot" shall mean and refer both to (i) a Building and the Building Site upon which the Building is situated where the Building does not contain Units, and (ii) a Unit and the undivided interest in the Building Site and the Building Common Elements appurtenant to such Unit where the Building does contain Units.

Section 11. "Owner" shall mean and refer to the record Owner, whether one or more persons or entities, of a fee simple title to any Lot which is a part of the Properties, but excluding those having such interest merely as security for the performance of an obligation.

EXHIBIT B PAGE 5

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Section 12. "Properties" shall mean and refer to the Existing Property and such additions thereto as may hereafter be made pursuant to Article II hereof.

Section 13. "Tenant" shall mean and refer to any third party or parties who lease or rent a Lot from an Owner for single family residential purposes.

Section 14. "Trust Agreement" shall mean and refer to the Original Trust Agreement as amended and restated by that Amended and Restated Trust Agreement of even date herewith between Declarant and Texas Commerce Bank National Association, as Trustee.

Section 15. "Trustee" shall mean and refer to the trustee under the Trust Agreement, its successors and assigns. The Trustee shall hold the Common Area for the benefit, common use and enjoyment of the Owners and shall perform its duties as provided herein and authorized by the Trust Agreement.

Section 16. "Unit" shall mean an enclosed space consisting of one or more rooms occupying all or part of a floor or floors in a Building, which enclosed space is not owned in common with Owners of other Units in the Building. Each Unit shall be described and identified by an arabic number and a roman numeral or numerals, and, where the Unit contains part of a floor or floors, a letter or letters set

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off by parentheses, the number referring to the number of the Building Site, the roman numeral or numerals referring to the floor or floors occupied by the Unit; with the numeral "I" referring to the first floor, the numeral "II" referring to the second floor, and so on, and, where the Unit contains part of a floor or floors, the letter or letters referring to the part of the floor or floors occupied by the Unit in accordance with the Floor Plan for such floor or floors. For example, a Unit occupying the part of the second floor designated as part "A" in a Floor Plan and all of the third floor of the Building situated on Building Site No. 29 would be identified as "Unit No. 29-II(A)III." The boundaries of each Unit shall be and are the interior surfaces of the perimeter walls, floor, ceilings and the exterior surfaces of balconies and terraces; and a Unit includes both the portion of the Building so described and the air space so encompassed, excepting Building Common Elements.

ARTICLE II

Annexation of Additional Properties

Section 1. Additions in Accordance with a General Plan of Development. Declarant shall have the right, without the consent of any other Owner, to bring within the scheme of this Declaration additional properties in future stages of the development, provided that such additions are in accord with a General Plan of Development prepared prior

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to the sale of any Lot and made known to every purchaser prior to such sale.

Such General Plan of Development shall show any proposed additions to the Existing Property and contain:

(1) a general indication of size and location of additional development stages and proposed land uses in each; (2) the approximate size and location of common properties proposed for each stage; (3) the general nature of proposed common facilities and improvements; and (4) a statement that the proposed additions, if made, will become subject to assessment. The General Plan shall not bind Declarant to make the proposed additions or to adhere to the Plan in any subsequent development of the land shown thereon.

The additions authorized under this and the succeeding section shall be made by filing of record: (a) a Supplementary Declaration of Covenants and Restrictions with respect to the additional property which shall (i) extend the scheme of the covenants and restrictions of this Declaration to such property and (ii) provide that the percentage equitable interests in the Common Area of the Owners immediately prior to the filing of such Supplementary Declaration shall be adjusted so that the percentage interest of each Owner after the filing of such Supplementary Declaration shall be equal to the number of Lots owned by such Owner divided by the total number of Lots in the Properties; and

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(b) a Supplementary Trust Agreement which shall convey to the Trustee all of the area within such additions (except for the Building Sites therein) to be held by the Trustee in accordance with the Trust Agreement.

Such Supplementary Declaration may contain such complementary additions and modifications of the covenants and restrictions contained in this Declaration as may be necessary to reflect the different character, if any, of the added properties. In no event, however, shall such Supplementary Declaration revoke, modify or add to the covenants established by this Declaration within the Existing Property.

Section 2. Mergers. Upon a merger or consolidation of the Association with another association as provided in its Articles of Incorporation, its properties, rights and obligations may, by operation of law, be transferred to another surviving or consolidated association or, alternatively, the properties, rights and obligations of another association may, by operation of law, be added to the properties, rights and obligations of the Association as a surviving corporation pursuant to a merger. The surviving or consolidated association will be subject to the covenants and restrictions established by this Declaration within the Existing Property together with the covenants and restrictions established upon any other properties as one scheme. No such merger or consolidation, however, shall effect any

131-13-0012

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(s) shall be Declarant. The Class B member(s) shall be entitled to three (3) votes for each Lot in which it holds the full fee interest, provided that the Class B membership shall cease upon termination of the Construction Period.

ARTICLE V

Property Rights in Common Area

Section 1. Members' and Tenants' Beneficial Interest of Enjoyment: Every member in residence, every resident Tenant and the Declarant shall have a beneficial interest of use and enjoyment in and to the Common Area and such interest shall be appurtenant to and shall pass with the title to every Lot, subject to the following provisions:

(a) the right of the Trustee to publish rules and regulations governing use of the Common Area and the improvements and facilities located thereon, and to establish penalties for infractions thereof;

(b) the right of the Trustee to charge reasonable admission, rental and other fees for the use of any facility situated upon the Common Area;

(c) without limiting the generality of the foregoing, the right of the Trustee, in the exercise of its

131-13-0013

judgment, to charge a particular group or class of persons reasonable fees for the use of facilities within the Common Area without charging or imposing such fees upon all persons permitted to use such facilities;

(d) the right of the Trustee, in accordance with the Trust Agreement, to borrow money for the purpose of improving the Common Area and facilities and in aid thereof to mortgage said property; provided, however, the rights of any such mortgagee in said properties shall be subordinate to the rights of the Owners hereunder and in no event shall any such mortgagee have the right to terminate the trust established by the Trust Agreement;

(e) the right of resident owners or occupants of dwellings within the area covered by the General Plan of Development, but not within the Properties, and their guests, to use the Common Area of the Properties (together with all facilities now or hereafter located thereon), regardless of whether such area is developed in accordance with the General Plan of Development;

(f) the right and duty of the Trustee to suspend the voting rights and right to use of the recreational facilities by a member for any period during which any assessment against his Lot remains unpaid; and for a

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period not to exceed thirty (30) days for any infraction of its published rules and regulations;

(g) (i) the right of Declarant during the Construction Period to dedicate or transfer all or any part of the Common Area to any public agency, authority or utility, provided such dedication or transfer is in accordance with the General Plan of Development; and

(ii) the right of the Trustee after the Construction Period to dedicate or transfer all or any part of the Common Area to any public agency, authority or utility for such purposes and subject to such conditions as may be agreed to by the members. Except as provided in Section 2 of Article XI hereof, no such dedication or transfer after the Construction Period shall be effective unless an instrument signed by the members entitled to cast two-thirds (2/3) of the aggregate of the votes of the Class A membership and Class B membership has been recorded, agreeing to such dedication or transfer, and unless written notice of the proposed action is sent to every member not less than thirty (30) days nor more than fifty (50) days in advance of any action taken; provided, however, that as used herein the right of the Trustee to dedicate or transfer part of the Common Area shall not include the right to subdivide or otherwise permit construction or

131-13-0015

development of Buildings or other improvements for sale or commercial use;

(h) the right of the Trustee to adopt, implement and maintain a private security system for the Properties consistent with applicable laws;

(i) the right of the Trustee to establish rules and regulations governing traffic on the private streets and driveways within the Common Area, and to establish sanctions for any violation or violations of such rules and regulations;

(j) the right of the Trustee to regulate noise within the Properties, including, without limitation, the right of the Trustee to require mufflers on engines or to prohibit the use of devices producing excessive noise;

(k) the right of the Trustee to control the visual attractiveness of the Properties, including without limitation, the right to require Owners to eliminate objects which are visible from the Common Area and which, in the Trustee's judgment, detract from the visual attractiveness of the Properties;

(l) the right of the Trustee to barricade private streets within the Properties, so long as no Owner is denied access to such Owner's Lot.

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Section 2. Delegation of Use. Any Lot may be leased to a Tenant or Tenants by the Owner thereof; provided, however, that no Class A member other than Declarant shall own more than two (2) Lots. Where the Owner of a Lot leases such Lot to a Tenant or Tenants, all rights of use and enjoyment to the Common Area appurtenant to such Lot shall be vested exclusively in such Tenant or Tenants.

Section 3. Title to the Common Area. By execution and delivery of the Trust Agreement, the Declarant has conveyed fee simple title to the Common Area to the Trustee, in trust for the benefit and use of the Owners. As a right running with the real property and subject to the provisions of Section 1 of this Article V, ownership of each Lot shall entail the use, benefit and enjoyment of all of the Common Area, including, but not limited to, walks, pavements, driveways, parking areas, entrances and exits owned by the Trustee, and there shall always be access by both pedestrians and vehicles to and from each Lot (or designated private parking space with respect to vehicles) to a street dedicated to public use without hindrance of such communication ways by the Trustee and/or Owners. The Trustee shall hold legal title to the Common Area in severalty pursuant to the Trust Agreement.

131-13-0017

ARTICLE VI

COVENANTS FOR MAINTENANCE ASSESSMENTS

Section 1. Creation of the Lien and Personal Obligation of Assessments. The Declarant, for each Lot owned within the Properties, hereby covenants, and each Owner of any Lot by acceptance of a Deed therefor, whether or not it shall be so expressed in any such Deed or other conveyance, shall be deemed to covenant, to pay to the Trustee: (1) annual assessments or charges, and (2) special assessments for capital improvements, such assessments to be fixed, established, and collected from time to time as hereinafter provided. The annual and special assessments (together with such interest thereon, costs of collection thereof and reasonable attorney's fees, as hereinafter provided), shall be a charge on the land and shall be a continuing lien upon the property against which each such assessment is made. Each such assessment, together with such interest, costs, and reasonable attorney's fees shall also be the personal obligation of the person who was the Owner of such property at the time when the assessment fell due. The personal obligation shall not pass to his successors in title unless expressly assumed by them.

Section 2. Purpose of Assessments. The assessments levied by the Trustee shall be used exclusively for the purpose of promoting the recreation, health, safety and

131-13-0018

welfare of the residents in the Properties and in particular for the improvement, maintenance and preservation of the Properties, services, and facilities devoted to said purposes and related to the use and enjoyment of the Common Area, and of the Buildings situated upon the Properties. Such uses may include, but are not limited to, the cost to the Trustee of the following: all insurance, repair, replacement and maintenance of the Common Area; fire, extended coverage and liability insurance for the Buildings; maintenance of the exteriors of the Lots or Buildings as may from time to time be authorized by the Trustee; construction of other facilities; mowing grass, caring for the grounds, landscaping, caring for the swimming pools, tennis courts, recreational buildings and equipment, roofs and exterior surfaces of the Buildings, including their roofs; garbage pickup; pest control; streets; outdoor lighting; security service for the Properties and Buildings; water and sewer service furnished to the Buildings by or through the Trustee; discharge of any liens on the Common Area; any assessments or charges upon the Properties, or any portion thereof, established by any instrument of record at the time this Declaration is filed for record; and other charges required by this Declaration of Covenants, Conditions and Restrictions or other charges that the Trustee is authorized to incur which the Trustee shall determine to be necessary or desirable to benefit the

Owners, including the establishment and maintenance of a reserve for repair, maintenance, and other charges as specified herein.

Section 3. Basis and Maximum of Annual Assessments.

(a) Until January 1st of the year immediately following the conveyance of the first Lot to an Owner other than the Declarant, the maximum annual assessment shall be \$960.00 per Lot.

(b) From and after January 1st of the year immediately following the conveyance of the first Lot to an Owner other than the Declarant the maximum annual assessment shall be \$1,200.00 per Lot; provided, however, that the Trustee may increase the maximum annual assessment effective January 1st of each year thereafter in conformance with the yearly rise, if any, of the Consumer Price Index (published by the Department of Labor, Washington, D.C.) as of the preceding month of July.

(c) From and after January 1, 1979, the maximum annual assessment may be increased by the Trustee for the next succeeding three (3) years above that established by the Consumer Price Index formula set forth hereinabove and at the end of each such period of three (3) years, for each succeeding period of three (3) years, provided that any such change shall have the assent of two-thirds (2/3) of the aggregate votes of

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both classes of members who are voting in person or by proxy, at a meeting duly called for the purpose of increasing the maximum annual assessment, written notice of which shall be sent to all members not less than thirty (30) days nor more than fifty (50) days in advance of the meeting setting forth the purpose of the meeting. No action taken pursuant to this subparagraph (c) shall affect the right of the Trustees to adjust the maximum annual assessment pursuant to subparagraph (b). The limitations hereof shall not apply to any change in the maximum and basis of the assessments undertaken as an incident to a merger or consolidation in which the Association is authorized to participate under its Articles of Incorporation.

(d) After consideration of current maintenance costs and future needs of the members and the Properties, the Trustees shall levy the annual assessments at an amount not in excess of the maximum. As long as there is a Class E membership, the Trustees shall charge and collect from Declarant a fraction of the annual assessment charged to Owners other than Declarant on each lot owned by Declarant until the conveyance of said lot by Declarant to an Owner other than Declarant, provided that any such fractional charge to Declarant shall not be less than twenty percent (20%).

131-13-0021

Section 4. Special Assessments for Capital Improvement

In addition to the annual assessments authorized above, the Trustee may levy in any calendar year, a special assessment applicable to that year only, for the purpose of defraying, in whole or in part, the cost of any construction or reconstruction, unexpected repair or replacement of a capital improvement upon the Common Area, including the necessary fixtures and personal property related thereto, provided that any such assessment shall have the assent of two-thirds (2/3) of the aggregate of the votes of both classes of members who are voting in person or by proxy at a meeting duly called for this purpose, written notice of which shall be sent to all members not less than thirty (30) days nor more than fifty (50) days in advance of the meeting setting forth the purpose of the meeting.

Section 5. Quorum for Any Action Authorized Under

Sections 3 and 4. At the first meeting called, as provided in Sections 3 and 4 hereof, the presence at the meeting of members or of proxies entitled to cast sixty percent (60%) of the aggregate of the votes of both classes of membership shall constitute a quorum. If the required quorum is not forthcoming at any meeting, another meeting may be called, subject to the notice requirement set forth in Sections 3 and 4, and the required quorum at any such subsequent meeting

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shall be one-half (1/2) of the required quorum at the preceding meeting. No such subsequent meeting shall be held more than fifty (50) days following the preceding meeting.

Section 6. Uniform Rate of Assessment. Both annual and special assessments must be fixed at a uniform rate for all Lots except as provided in Section 3(d) hereof, and may be collected, in the discretion of the Trustee, on a monthly basis, i.e. 1/12th of the annual assessment on each Lot each month, or annually in advance.

Section 7. Date of Commencement of Annual Assessment Due Dates. The annual assessments provided for herein shall commence as to all Lots on the first day of the month following the conveyance of the first Lot to an Owner other than Declarant. The first annual assessment shall be adjusted according to the number of months remaining in the calendar year. The Trustee shall fix the amount of the annual assessment against each Lot at least thirty (30) days in advance of each annual assessment period; provided, however, that the Trustee shall have the right to adjust the annual assessment as long as any such adjustment does not exceed the maximum permitted hereunder with thirty (30) days written notice given to each Owner. Written notice of the annual assessment shall be sent to every Owner subject thereto. The due dates shall be established by the Trustee and, unless otherwise provided or unless otherwise agreed by

131-13-0023

Trustee, the Trustee shall collect each month from the Owner of each Lot 1/12th of the annual assessment for such Lot. The Trustee shall, upon demand, at any time furnish a certificate in writing signed by an officer of the Trustee setting forth whether the assessments on a specified Lot have been paid. A reasonable charge may be made by the Trustee for the issuance of these certificates. Such certificates shall be conclusive evidence of payment of any assessment therein stated to have been paid.

Section 8. Effect of Non-payment of Assessments:

Remedies of the Trustee. Any assessments which are not paid when due shall be delinquent. The Trustee shall suspend the voting rights and right to use of the recreational facilities by a member for any period during which any assessment against his Lot remains unpaid. 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 maximum rate of interest permitted by law and such assessment and interest shall become a continuing lien on the property which shall bind such property in the hands of the then Owner, his heirs, devisees, personal representative and assigns. The Trustee 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 any such action shall be added

131-13-0024

to the amount of such assessment. Each Owner, by his acceptance of a deed to a Lot, shall expressly vest in the Trustee 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 all methods available for the enforcement of such liens, including foreclosure by an action brought in the name of the Trustee in a like manner as a mortgage or deed of trust lien on real property as provided in Article 3810 of the Texas Revised Civil Statutes, and such Owner by acceptance of a deed to a Lot expressly grants to the Trustee a power of sale in connection with said lien. The lien provided for in this section shall be in favor of the Trustee and shall be for the common benefit of all Owners. The Trustee acting on behalf of the Owners shall have the power to bid upon an interest foreclosed at foreclosure sale and to acquire and hold, lease, mortgage and convey the same and to treat the proceeds of any such lease, mortgage or conveyance in the same manner as assessments hereunder. No Owner may waive or otherwise escape liability for the assessments provided for herein by leasing his Lot or Lots, by non-use of the Common Area, or by abandonment of his Lot or Lots.

Section 9. Subordination of the Lien to Mortgages.

The lien of the assessments provided for herein shall be subordinate to the lien of any mortgage or mortgages granted

131-13-0025

or created by the Owner of any Lot to secure the payment of monies advanced and used for the purpose of purchasing and/or improving such Lot. Sale or transfer of any Lot shall not affect the assessment lien; provided, however, the sale or transfer of any Lot pursuant to a foreclosure under such purchase-money or improvement mortgages shall extinguish the lien of such assessments as to payments thereof coming due prior to such sale or transfer. No sale or transfer shall relieve such Lot from liability for any assessments thereafter becoming due or from the lien thereof.

Section 10. Exempt Property. The following property subject to this Declaration shall be exempt from the assessments created herein:

- (a) All properties dedicated to and accepted by a local public authority, and
- (b) the Common Area.

However, no land or improvements devoted to dwelling use shall be exempt from said assessments.

Section 11. Insurance.

(a) The Trustee, or its duly authorized agent, shall have the authority to and shall obtain a broad form public liability policy covering all Common Area, and all damage or injury caused by the negligence of the Trustee or any of its agents. The Trustee shall also obtain and maintain hazard insurance at replacement

131-13-0026

value for all the Buildings (exclusive of any improvements, additions or betterments made to Buildings or Units by the Owners) and all improvements and items of personal property in the Common Area held by the Trustee. Said insurance may include coverage against vandalism. Premiums for all such insurance shall be common expenses payable out of assessments. All such insurance coverage shall be written in the name of the Trustee and the Owners in accordance with the terms of this Declaration, and the Owners will cooperate with the Trustee by doing any and all such acts and things as may be necessary to effect such insurance. It shall be the individual responsibility of each Owner at his own expense to provide, as he sees fit, liability insurance, theft insurance, insurance on any interior improvements, additions or betterments made by such Owner to his Building or Unit, and other insurance covering personal property damage and loss.

(b) In the event of damage or destruction by fire or other casualty to any Building, garage, storage area or other property covered by insurance carried and maintained by the Trustee, the insurance proceeds shall be paid to the Trustee (notwithstanding any provision to the contrary in any mortgage or mortgages covering any such property), and the Trustee shall, to the

EXHIBIT B PAGE 25

extent the Trustee receives the insurance proceeds, have the duty and obligation to repair or rebuild such damaged or destroyed portions of the Building, garage and storage area in a good workmanlike manner in conformance with the original plans and specifications of said Building or other property. The Owners shall have the duty and obligation to sign any documents or do any things which may be reasonably necessary to enable the Trustee to fulfill its obligation to collect and receive such insurance proceeds and to repair or rebuild such damaged property.

ARTICLE VII

PARTY WALLS

Section 1. General Rules of Law to Apply. Each wall (including, without limitation, patio walls and fences) which is built as a part of a Building upon the Properties and placed on the dividing line between Building Sites shall constitute a party wall, and, to the extent not inconsistent with the provisions of this Article, the general rules of law regarding party walls and liability for property damage due to negligence or willful acts or omissions shall apply thereto. The owner of a Lot shall not cut through or make any penetration through a party wall for any purpose whatsoever without (i) the prior written consent of the adjoining owner affected by such penetration and (ii) the

131-13-0028

prior written consent of the Declarant during the Construction Period and the Trustee after the Construction Period, as appropriate.

Section 2. Sharing of Repair and Maintenance.

The cost of reasonable repair and maintenance of a party wall shall be shared by the Owners who make use of the wall in equal proportions.

Section 3. Right to Contribution Runs with Land.

The right of any Owner to contribution from any other Owner under this Article shall be appurtenant to and run with land and shall pass to such Owner's successors in title.

ARTICLE VIII

DESIGNATION OF BUILDINGS AS BUILDINGS
WHICH MAY CONTAIN UNITS; ARCHITECTURAL CONTROL

Section 1. Designation of Buildings Which May

Contain Units. Declarant may at any time designate any Building owned by Declarant as a Building which shall contain Units. Where a Building is owned by an Owner other than Declarant and has not previously been designated as a Building which shall contain Units, the Owner of such Building and the Building Site upon which such Building is situated may submit a written request to either Declarant or Trustee, as appropriate, that such Building be designated as a Building which shall contain Units. Until the end of the Construction Period, requests for such designations shall be submitted to

Declarant, and from and after such time, requests for such designations shall be submitted to Trustee. Upon receipt of any such written request, the Declarant or Trustee, as the case may be, shall have the absolute and sole discretion to approve or reject such request. In the event Declarant or Trustee, as the case may be, fails to approve or reject any such written request within sixty (60) days after such written request has been received by it, such written request will be deemed rejected. Designation of a Building as a Building which may contain Units shall be accomplished by Declarant or Trustee, as appropriate, filing such designation for record in the office of the County Clerk of Harris County, Texas, which designation shall be accompanied by a Floor Plan for each floor in such Building whose area is divided between or among Units.

Section 2. No building, fence, wall or other structure shall be commenced or erected upon any Building Site after its purchase from Declarant, nor shall any exterior addition to or change or alteration therein be made until the plans and specifications showing the nature, kind, shape, height, materials, and location of the same shall have been submitted to and approved in writing by either Declarant or Trustee, as appropriate, as to harmony of external design and location in relation to surrounding structures and topography. Until the end of the Construction

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Period, plans and specifications for proposed changes or alterations shall be submitted to Declarant for approval or disapproval. From and after such time, plans and specifications shall be submitted for approval or disapproval by the Trustee, or by an architectural committee composed of three (3) or more representatives appointed by the Trustee. In the event the appropriate approving authority (Declarant during the Construction Period and Trustee or its appointed representatives thereafter) fails to approve or disapprove such design and location within sixty (60) days after said plans and specifications have been submitted to it, such plans and specifications will be deemed disapproved. ENB

ARTICLE IX

EXTERIOR MAINTENANCE

In addition to maintenance upon the Common Area, the Trustee (or its representative) shall have the right to enter any Lot for the purpose of performing its duties hereunder and under the Trust Agreement and shall provide exterior maintenance upon each Lot which is subject to assessment hereunder, as follows: paint, repair, replace and care for roofs, gutters, downspouts, exterior fence or wall surfaces and structures, exterior building surfaces (including glass, windows, light bulbs, swings, door fixtures and hardware), trees, shrubs and grass (except as otherwise provided in Section 15 of Article X hereof), outdoor lighting,

walks, driveways, parking areas, and other exterior improvements. The necessity for exterior maintenance shall be determined solely by the Trustee. Maintenance and repair of all other areas and items shall be the sole responsibility of the individual Owner, unless the Trustee shall determine that in Trustee's discretion, maintenance, repair or care of other items or areas by Trustee or its representative would be in the best interest of the Owners.

The Trustee shall have no responsibility or duty to maintain or repair Building Common Elements except as otherwise specifically provided herein.

In the event that the need for maintenance or repair is caused through the willful or negligent act of the Owner, his family, guests, invitees or Tenants, and is not covered or paid for by insurance on such Lot, the cost of such maintenance or repairs shall be added to and become a part of the assessment to which such Lot is subject.

ARTICLE X

USE RESTRICTIONS

Section 1. All buildings or structures on the property shall be of new construction.

Section 2. Each Lot conveyed shall be designated by a separate legal description or Lot designation and shall constitute a freehold estate subject to the terms, conditions and provisions hereof.

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Section 3. The Lots shall be used only for single-family residential purposes, as a private residence, and no professional, business or commercial use shall be made of the same, or any portion thereof; provided, however, that Declarant may use one or more Building Sites, or the Building or Buildings situated thereon, as sales offices and/or furnished models during the Construction Period.

No Owner or resident shall use a Lot in such a manner so as to endanger the health or disturb the reasonable enjoyment of any other Owner or resident.

Any garage and/or any adjoining driveway area on any Building Site shall be used for the parking of operative vehicles only. Said garage and the adjoining driveway area shall not be used for a storage area for anything judged to be a nuisance by the Trustee or its appointed representative. Garage doors shall be kept closed except while in use.

No drilling, digging, quarrying or mining operation of any sort shall be permitted on the Building Sites.

No Owner may engage in any activity within the Properties which has the effect of increasing premiums for any insurance carried by the Trustee.

Section 4. No buildings other than Buildings shall be constructed on the Building Sites.

Section 5. No building or structure shall be moved onto the Building Sites.

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Section 6. No structure of a temporary character, trailer, basement, tent, shack, garage, barn, or other out-building shall be permitted on any Building Site at any time; provided, however, that Declarant or the Trustee may erect temporary structures for use in connection with the construction of the Buildings.

Section 7. No advertising signs (except one "For Sale" sign of not more than five square feet per Lot), billboards, unsightly objects, or nuisances shall be erected, placed or permitted to remain on a Building Site.

Section 8. The foregoing covenants of this Article X shall not apply to the activities of the Trustee or its appointed representatives. Declarant may maintain, while constructing and selling the Lots, in or upon such portions of the Properties as Declarant determines, such facilities as in its sole discretion may be necessary or convenient, including, but without limitation, offices, storage areas, model units and signs.

Section 9. No animals, livestock or poultry of any kind shall be raised, bred, or kept on any Building Site, except dogs, cats or other common household pets (not to exceed a total of two (2) pets per Lot), provided that they are not kept, bred or maintained for any commercial purposes. All permitted household pets shall be kept inside the Lot and enclosed patio area, if any, of such Lot at all

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times, except that pets may be taken to areas designated by the Trustee (or Declarant during the Construction Period) if such pets are and remain leashed at all times when outside a Lot.

Section 10. All rubbish, trash, or garbage from a Building Site shall be kept in areas designated for such purposes by the Trustee, and shall be regularly removed from the Building Sites, and shall not be allowed to accumulate thereon.

Section 11. Outdoor drying of clothes shall not be permitted.

Section 12. Without prior written authorization of the Trustee no television or radio antennas, nor flagpoles of any sort shall be placed, allowed or maintained on any Building or Building Site or any portion of the exterior of the improvements located on the Properties, nor upon any structure situated upon the Properties.

Section 13. All fixtures and equipment installed within a Building, commencing at a point where the utility lines, pipes, wires, conduit or systems enter the Lot of the Owner, shall be maintained and kept in repair by the Owner thereof. An Owner shall do no act nor any work that will impair the structural soundness or integrity of another Lot or impair any easement or hereditament, nor do any act nor allow any condition to exist which will adversely affect the other Lots or their Owners.

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Section 14. No vehicle other than vehicles owned by Declarant shall be parked on streets. No vehicle, other than passenger cars, shall be parked in driveways so as to be visible from the streets or so as to obstruct ingress and egress by Owners of Lots, their families, guests, invitees and Tenants except for emergency purposes. For a period not to exceed forty-eight (48) hours, family, guests and invitees of Owners of Lots may park their vehicles in the guest parking areas within the Properties provided for such purpose. Guest parking areas are not intended for use by the Owners of Lots for parking or storing boats, trailers, camping units, personal vehicles or anything judged to be a nuisance by the Trustee, and the Trustee may insure the proper use of said areas in such manner it deems necessary.

Section 15. Except in the individual patio area appurtenant to a Lot, as designated by Declarant for such Lot, no planting, transplanting or gardening shall be done, and no fences, hedges or walls shall be erected or maintained upon said property, except as installed in accordance with the initial construction of the Building or as approved by Declarant during the Construction Period or Trustee after said Construction Period. As used in this Declaration, the term "patio" shall mean the private space enclosed by a fence or wall within a Building Site which is adjacent to an Owner's Lot and located entirely within such Owner's Building

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Site. All other area, whether or not within a Building Site, shall be deemed to be a part of the Common Area for all purposes, including without limitation, maintenance, care and regulation by the Trustee. Maintenance, upkeep and repairs of any patio and the interior surfaces of any fences or walls enclosing any patio shall be the sole responsibility of the individual Lot Owner and not in any manner the responsibility of the Trustee.

Section 16. Motorcycles, motorbikes, motor scooters or other similar vehicles shall not be operated within the Properties except for the purpose of transportation directly from a Lot to a point outside the Properties, or from a point outside the Properties directly to a Lot, and may only be operated in streets and driveways.

ARTICLE XI

EASEMENTS

Section 1. Each Building and the property included in the Common Area shall be subject to an easement for encroachments created by construction, settling and overhang of the structures built by Declarant and/or Trustee. A valid easement for said encroachments and for the maintenance of same, so long as they stand, shall and does exist. Said easement shall not be considered an unlimited easement and the final decision as to the reasonableness of such easement shall rest with the Declarant until such time as all Lots

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are conveyed by Declarant to Owners, and thereafter such decision shall rest with the Trustee.

Section 2. There is hereby created a blanket easement upon, across, over and under all of the Properties for ingress and egress, installation, replacing, repairing and maintaining utilities, including, but not limited to, water, sewer, telephone, electricity, gas and cable television. Also, there is hereby created a blanket easement upon, across, over and under all of the Properties for ingress and egress for the purpose of maintaining Building exteriors and landscape, shrubs and grass. By virtue of this easement, it shall be expressly permissible for the utility companies to affix and maintain pipes, wires, conduits, or other service lines on, above, across and under the roofs and exterior walls of the Buildings. Notwithstanding anything to the contrary contained in this paragraph, no sewer, electrical lines, water lines, or other utilities may be installed or relocated on the Properties until approved by the Declarant during the Construction Period or by the Trustee thereafter; provided, however, that no approval of any Owner other than Declarant shall be required. In the event that any utility company furnishing a service covered by the general easement herein provided requests a specific easement on the Properties by separate recordable instrument, the Declarant during the Construction Period and the Trustee thereafter,

without the joinder or consent of any Owner other than Declarant, shall have the right to grant such easement on said property without conflicting with the terms hereof.

Section 3.

(a) In the event an underground electric distribution system is installed, the Trustee shall, at its 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 each 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 Trustee shall, at its 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 each structure. For so long as underground service is maintained, the electric service to each Lot shall be uniform in character and exclusively of the type known as single phase, 120/240 volt, three wire, 60 cycle, alternating current.

(b) Should this Declaration be amended pursuant to Section 3 of Article XII hereof so that dwellings other than Buildings or Units are permitted in the Properties, the electric company shall not be obligated to provide electric service to a Building Site where a dwelling of a different type is located unless (i) the Trustee has paid to the electric company an amount representing the excess in cost, for the Properties, of the underground distribution system over the cost of equivalent overhead facilities to serve the Properties, or (ii) the owner or owners of such Building Site, or the applicant for service, shall pay to the electric company the sum of (1) \$1.00 per front Building Site foot, it having been agreed that such amount reasonably represents the excess in cost of the underground distribution system to serve such Building Site over the cost of equivalent overhead facilities to serve such Building Site, plus (2) the cost of rearranging and adding any electric facilities serving such Building Site, which rearrangement and/or addition is determined by the electric company to be necessary.

Section 4. The Owners of the respective Lots shall not be deemed to separately own pipes, wires, conduits, or other service lines running through their property which are utilized for or serve other Lots, but each Owner shall have an easement in and to the aforesaid facilities as shall be necessary for the use, maintenance and enjoyment of his lot.

131-13-0040

Section 5. Easements for the installation and maintenance of utilities and drainage facilities are reserved as shown by the instruments recorded in the office of the County Clerk of Harris County, Texas and by instruments that may hereafter be recorded in said office as provided in Section 2 of this Article XI above. Copies of these shall be kept on file by the Trustee. Right of use for ingress and egress shall be had at all times over any dedicated easement, and for the installation, operation, maintenance, repair or removal of any utility, together with the right to remove any obstruction that may be placed in such easement, that would constitute interference with the use, maintenance, operation or installation of such utility.

Section 6. The Owner or Owners of each Building Site within the Properties shall have the exclusive right and easement to use the driveway connecting such Building Site with the street.

ARTICLE XII

GENERAL PROVISIONS

Section 1. Enforcement. The Trustee, the Association, or any Owner, shall have the right to enforce, by any proceedings 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 Trustee, the Association or by any Owner to enforce any

covenant or restriction herein contained shall in no event be deemed a waiver of the right to do so thereafter. Similarly, failure by the Trustee, the Association or by any Owner to enforce any one or more covenants or restrictions herein contained shall in no event be deemed a waiver of the right to enforce any other covenant or restriction.

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

Section 3. Term, Termination and Amendment. The covenants and restrictions of this Declaration shall run with and bind the land, and shall inure to the benefit of and be enforceable by the Trustee, the Association, or the Owner of any Lot subject to this Declaration, their respective legal representatives, heirs, successors, and assigns; for a term of thirty (30) years from the date this Declaration is recorded, after which time said covenants shall be automatically extended for successive periods of ten (10) years; provided, however, that in the event an instrument signed by the Trustee and by members entitled to cast not less than sixty percent (60%) of the aggregate of the votes of both classes of membership and declaring that this Declaration shall be terminated is filed for record in Harris County, Texas, at least one hundred twenty (120) days before

131-13-0042

the expiration of the initial thirty (30) year period or any subsequent ten (10) year period, then this Declaration shall terminate at the end of such 30-year period or such 10-year period, as the case may be. The covenants and restrictions of this Declaration may be amended at any time by an instrument signed by the Trustee and by members entitled to cast not less than two-thirds (2/3) of the aggregate of the votes of both classes of membership. Any amendment must be properly recorded in Harris County, Texas.

Section 4. Mergers and Consolidations. The Association may participate in mergers and consolidations with other non-profit corporations organized for the same purposes, provided that any such merger, consolidation or annexation shall have the assent of two-thirds (2/3) of the aggregate of the votes of both classes of membership of the Association.

Section 5. Grammar. The singular wherever used herein shall be construed to mean the plural when applicable, and the necessary grammatical changes required to make the provisions hereof apply either to corporations or individuals, men or women, shall in all cases be assumed as though in each case fully expressed.

131-13-0043

IN WITNESS WHEREOF, the undersigned, being the Declarant herein, has hereunto set his hand and seal this 18 day of November, 1973.

ATTEST:

GREENMARK INCORPORATED

Joel Lawler
Asst. Secretary

BY Donald J. Mickie
Donald J. Mickie, President

RECORDER'S MEMORANDUM:
The additions on this instrument were present at the time instrument was filed and recorded.

THE STATE OF TEXAS §
COUNTY OF HARRIS §

BEFORE ME, the undersigned authority, on this day personally appeared Donald J. Mickie, President of GREENMARK INCORPORATED, a corporation, 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, in the capacity therein stated and as the act and deed of said corporation.

GIVEN UNDER MY HAND AND SEAL OF OFFICE, this 18th day of November, 1973.

Joel Lawler
Notary Public in and for Harris County, Texas

Notary Public's Commission Expires _____