

17 2008

BYLAWS
OF
CITY PARK HOMEOWNERS ASSOCIATION, INC.

ARTICLE I
GENERAL

Section 1.1 **Name.** The name of the corporation is **City Park Homeowners Association, Inc.**, hereinafter referred to as the "*Association*."

Section 1.2 **Location.** The principal office of the Association shall be located at 800 Bering, Suite 225, Houston, Texas 77057, 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.

Section 1.3 **Corporate Seal.** The Association may, but shall have no obligation to, have a seal in a form adopted by the Board.

ARTICLE II
DEFINITIONS

Unless the context otherwise specifies or requires, the following words and phrases when used in these Bylaws shall have the meanings hereinafter specified:

Section 2.1 **Articles.** "*Articles*" means the Articles of Incorporation of City Park Homeowners Association, Inc., which has been filed in the office of the Secretary of State of the State of Texas, as the same may from time to time be amended.

Section 2.2 **Assessment.** "*Assessment*" or "*Assessments*" means assessment(s) levied by the Association under the terms and provisions of the Declarations.

Section 2.3 **Association.** "*Association*" means and refers to City Park Homeowners Association, Inc.

Section 2.4 **Association Property.** "*Association Property*" means all real or personal property now or hereafter owned by the Association, including without limitation, all easement estates, licenses, leasehold estates and other interests of any kind in and to real or personal property which is now or hereafter owned or held by the Association.

Section 2.5 **Association Restrictions.** "*Association Restrictions*" means the Declarations as the same may be amended, restated and/or supplemental from time to time, together with the Articles, Bylaws, Committee Rules, and Association Rules from time to time in effect.

Section 2.6 **Association Rules.** "*Association Rules*" means the rules and regulations adopted by the Board pursuant to the Declarations, as the same may be amended from time to time.

Section 2.7 **Board.** "*Board*" means the Board of Directors of the Association.

Section 2.8 **Bylaws.** "*Bylaws*" means the Bylaws of the Association, which may be adopted by the Board and as from time to time amended.

Section 2.9 **Class A Members.** "*Class A Members*" or "*Class A Membership*" includes all of those Owners (other than Declarant) as defined in Section 4.2 of the Declarations.

Section 2.10 **Class B Members.** "*Class B Members*" or "*Class B Membership*" includes Declarant, its successors and assigns.

Section 2.11 **Declarant.** "*Declarant*" means GBF/LIC 288, Ltd., a Texas limited partnership, and its duly authorized representatives or its successors or assigns; provided that any assignment of the rights of Declarant must be expressly set forth in writing and the mere conveyance of a portion of the Property without written assignment of the rights of Declarant shall not be sufficient to constitute an assignment of the rights of Declarant hereunder.

Section 2.12 **Declarations.** "*Declarations*" means collectively the various instruments creating restrictive covenants encumbering the Property, including those documents entitled the Declaration of Covenants, Conditions and Restrictions for City Park Single Family (Residential), and recorded in the Real Property Records of Harris County, Texas, as the same may be amended, restated and/or supplemented from time to time.

Section 2.13 **Lot.** "*Lot*" means any subdivided parcel or parcels of land within the Property, together with all improvements located thereon.

Section 2.14 **Manager.** "*Manager*" means the person, firm, or corporation, if any, employed by the Association pursuant to any of the Declarations and delegated the duties, powers, or functions of the Association.

Section 2.15 **Member.** "*Member*" or "*Members*" means any person(s), entity or entities holding membership privileges in the Association as provided in any of the Declarations, including without limitation, Class A Members and Class B Members.

Section 2.16 **Mortgage.** "*Mortgage*" or "*Mortgages*" means any mortgage(s) or deed(s) of trust covering any portion of the Property given to secure the payment of a debt.

Section 2.17 **Mortgagee.** "*Mortgagee*" or "*Mortgagees*" means the holder or holders of any lien or liens upon any portion of the Property.

Section 2.18 **Owner.** "*Owner*" or "*Owners*" means the person(s), entity or entities, including Declarant, holding a fee simple interest in any Lot, but shall not include the Mortgagee of a Mortgage.

Section 2.19 **Property.** "**Property**" means and refers collectively to those tracts or parcels of land known as City Park, Section 1, situated in Harris County, Texas, which is more fully described in the Declarations and any other property made subject to the Declarations or made a part of the City Park, Section 1.

ARTICLE III PURPOSE AND POWERS OF THE ASSOCIATION

Section 3.1 **General Purpose.** The Association is organized in accordance with, and shall operate for nonprofit purposes pursuant to, the Texas Nonprofit Corporation Act, and does not contemplate pecuniary gain or profit to its members. The Association is formed for the sole purpose of exercising all of the powers and privileges, and performing all of the duties and obligations, of the Association as set forth in the Declarations.

Section 3.2 **Purposes and Powers.** Without limiting the generality of the foregoing, the Association is organized for the following general purposes:

(a) to assure the upkeep, maintenance, improvement and administration of the common area and facilities of the Association, if any, and all lands, improvements, security devices, and other real or personal property owned by or leased to the Association, including all sidewalks and pathways located within the "**Project**" and/or "**Property**" (as such terms are defined herein and in the Declarations);

(b) to assure the upkeep, maintenance, improvement and administration of any additional property which may in the future be acquired by or placed under the control of the Association pursuant to the Declarations;

(c) to enter into and perform any contract and to exercise all powers which may be necessary or convenient to the operation, management, maintenance and administration of the affairs of the Property in accordance with the Bylaws of the Association and the Declarations;

(d) to promote the health, safety and welfare of the residents of the Property in accordance with the Declarations;

(e) to exercise all of the powers and privileges and to perform all of the duties and obligations of the Association arising under the Declarations;

(f) to enforce applicable provisions of the Declarations, the Bylaws and any rules and regulations of the Association, and any other instruments for the management and control of the Property including, without limitation, the power:

(i) to fix, levy, collect and enforce payment, by any lawful means, of all charges or assessments imposed pursuant to the terms of the Declarations;

(ii) to contract for and to pay for water, sewer, garbage removal, landscaping, gardening, and all other utilities or services to and all maintenance of the Association Property;

(iii) to employ personnel reasonably necessary for the administration and operation of the Association, and to discharge the powers and duties of the Association arising under the Declarations, including the employment of accountants and/or attorneys, if appropriate; and

(iv) to pay all office and other expenses incident to the conduct of the business of the Association, including all insurance expenses, licenses, taxes and special tax or utility assessments which are or would become a lien on any portion of the Property over which the Association has authority to exercise control;

(g) to have and to exercise any and all powers, rights and privileges, including delegation of powers as permitted by law, which the Association may now or hereafter have or exercise in accordance with the Texas Non-Profit Corporation Act including, without limitation, the power:

(i) to acquire additional real or personal property and to add to the Property pursuant to the Declarations;

(ii) to acquire (by purchase, grant or otherwise), annex and merge, own, hold, improve, build upon, operate, maintain, convey, sell, lease, transfer, dedicate for public use or otherwise dispose of real or personal property in connection with the affairs of the Association, with the assent of 67% of the votes of the Members present at a meeting duly called for such purpose;

(iii) to indemnify officers and directors to the fullest extent permitted by applicable law as more particularly described herein.

(iv) to borrow money, and, with the assent of 67% of the votes of the Members present at a meeting duly called for such purpose, mortgage, pledge, or assign any or all of its real or personal property as security for money borrowed or debts incurred in accordance with the terms and conditions of the Declarations, as amended from time to time; and

(v) to act in the capacity of principal, agent, joint venturer, partner, or otherwise.

The foregoing statement of purposes shall be construed as a statement of both purposes and powers, and the purposes and powers stated in each of the foregoing clauses shall not be limited or restricted by reference to or inference from the terms and provisions of any other such clause, but shall be broadly construed as independent purposes and powers.

ARTICLE IV MEMBERSHIP

Section 4.1 **Membership.** Each and every owner of a Lot shall be a member of the Association during such Owner's period of ownership of such Lot.

Section 4.2 **Membership Classes.** There shall be two (2) classes of membership for purposes of voting on any Association matter. Each Class A Member shall have one (1) vote for each Lot owned. Each Class B Member shall have ten (10) votes for each Lot owned. The Class B Membership shall convert into Class A Membership at the conclusion of the meeting at which the First Elected Board (as defined in the Declarations) is elected or on any earlier date elected by Declarant and evidenced by a written notice thereof recorded in the Official Public Records of Real Property of Harris County, Texas.

Section 4.3 **Severability of Membership.** Membership may not be severed from or in any way transferred, pledged, mortgaged, or alienated except together with the title to the qualifying property interest, and then only to the transferee of title to said property interest. Any attempt to make a prohibited severance, transfer, pledge, mortgage, or alienation shall be void.

Section 4.4 **Member in Good Standing.** A Member of the Association shall be considered to be a Member in good standing and eligible to vote if such Member has fully paid all assessments or other charges levied by the Association then due and has discharged all obligations to the Association. The Board shall have the sole responsibility for determining the standing of each member.

ARTICLE V MEETING AND VOTING OF MEMBERS

Section 5.1 **Annual Meetings.** The first annual meeting of the Members shall be held on or before June 1, 2005 as determined by the Board. Thereafter, the annual meeting of the Members shall be held at such time as the Board may determine.

Section 5.2 **Special Meetings.** Special meetings of the Members may be called at any time by the President or the Board of Directors, or upon written request of Members who are entitled to vote in the aggregate twenty-five percent (25%) or more of the votes of the membership.

Section 5.3 **Notice of Meetings.** Written notice of each meeting of the Members shall be given by, or at the direction of, the Secretary or person authorized to call the meeting, by mailing a copy of such notice, postage prepaid, or by facsimile at least ten (10) and no more than fifty (50) days before such meeting to each Member entitled to vote at the meeting, 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, day, and hour of the meeting, and, in the case of a special meeting, the purpose of the meeting.

Section 5.4 **Waiver of Notice.** Waiver of notice of meeting of the members shall be deemed the equivalent of proper notice. Any member may, in writing, waive notice of any

meeting of the members, either before or after such meeting. Attendance at a meeting by a member, whether in person or by proxy, shall be deemed waiver by such member of notice of the time, date and place thereof, unless such a member specifically objects to lack of proper notice at the time the meeting is called to order. Attendance at a special meeting shall also be deemed waiver of notice of all business transacted thereat unless objection to the calling or convening of the meeting, of which proper notice was not given, is raised before the business is put to a vote.

~~Section 5.5~~ **Quorum.** The presence at the meeting of Members entitled to cast, or of proxies entitled to cast, one-tenth (1/10th) of the total votes of the membership shall constitute a quorum for any action, except as otherwise provided in the Articles, the Declarations, or these Bylaws. If, however, such quorum is not present or represented at any meeting, the Members entitled to vote at the meeting shall have power to adjourn the meeting from time to time, without notice other than announcement at the meeting, until a quorum shall be present or represented.

Section 5.6 **Proxies.** At all meetings of Members, each Member may vote in person or by proxy. All proxies shall be in writing and filed with the Secretary. Every proxy shall be revocable and shall automatically cease upon conveyance by the Member of his Lot.

Section 5.7 **Mail Ballots.** The Board may allow, in any circumstance requiring a vote of the Membership, voting by mail ballot. In such a vote, an unreturned ballot will be deemed to be an assent to the action voted upon.

Section 5.8 **Voting Rights.** The right to cast votes, and the number of votes which may be cast, for election of Members to the Board of Directors of the Association and on all other matters to be voted upon by the Members, as expressly delegated by these Bylaws or by the Board of Directors but not otherwise, shall be in accordance with the Declarations. To the extent an issue or matter to be voted on by the Members pertains only to a portion of the Property subject to particular Declaration or Declarations (i.e. the matter pertains to only certain Sections within the Subdivision), only those Members within such sections of the Subdivision or otherwise directly effected (as determined by the Board in its discretion) will be entitled to vote with respect to such issue or matter.

Section 5.9 **Majority Vote; Withdrawal of Quorum.** When a quorum is present at any meeting of the Members, the vote of the holders of a majority of the votes, present in person or represented by proxy, shall decide any question brought before such meeting unless the question is one upon which by express provision of a statute of the State of Texas, the Articles or these Bylaws, a different vote is required, in which case such express provision shall govern and control the deciding of such question. The Members present at a duly organized meeting may continue to transact business until adjournment, notwithstanding the withdrawal of enough Members leaving less than a quorum.

Section 5.10 **Action without a Meeting.** Any action required by law to be taken at any annual or special meeting of the members of the Association, or any action that may be taken at any annual or special meeting of the members of the Association, may be taken without a meeting, without prior notice, and without a vote, if a consent or consents in writing, setting forth the action so taken, shall be signed by the number of Members of the Association having the

total number of votes necessary to enact the action taken, as determined under the Declarations or these Bylaws.

ARTICLE VI BOARD OF DIRECTORS

Section 6.1 **Number.** The affairs of the Association shall be managed by a Board of ~~five (5) Directors until the first annual or subsequent meeting,~~ at which time the number of members of the Board of Directors may be changed by resolution of the Directors; provided, however, the minimum number of Directors shall be three (3).

Section 6.2 **Term of Office.** Declarant may appoint and reappoint all of the members of the Board of Directors. At the first annual meeting following the twelfth (12th) anniversary date of the recording of the Declarations or at such time as Declarant sooner relinquishes control of the Association (the "**First Election Meeting**"), the Members shall elect three (3) members of the Board of Directors of the Association with terms respectively running one (1) to five (5) years, which Directors shall serve until their respective terms expire. At each annual meeting thereafter, the Members shall elect or re-elect Directors. All Board member's terms will be for one (1) year with the exception of the initial Board members appointed by Declarant.

Section 6.3 **Removal.** Any Director may be removed from the Board, with or without cause, by a majority vote of the Class B Members of the Association until the First Election Meeting. At the First Election Meeting or any time thereafter, any Director may be removed from the Board, with or without cause, by a majority vote of the Members of the Association entitled to cast votes pursuant to Article 5 of these Bylaws. In the event of death, resignation, or removal of a Director, his successor shall be selected by the remaining members of the Board and shall serve until the next annual meeting of the Members.

Section 6.4 **Compensation.** No Director shall receive compensation for any service he may render to the Association. However, any Director may be reimbursed for his actual expenses incurred in the performance of his duties.

Section 6.5 **Nomination.** Nomination for election to the Board shall be made by a Nominating Committee. Nominations may also be made from the floor at the annual meeting by any Member. The Nominating Committee shall consist of a Chairman, who shall be a member of the Board and two (2) or more Members of the Association. The Nominating Committee shall be appointed by the Board prior to each annual meeting of the Members, to serve from the close of such annual meeting until the close of the next annual meeting and such appointment shall be announced at each annual meeting. The Nominating Committee shall make as many nominations for election to the Board 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 nonmembers.

Section 6.6 **Election.** Election to the Board 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 Declarations. The persons receiving the largest number of votes shall be elected. Cumulative voting is not permitted.

Section 6.7 **Regular Meetings.** Regular meetings of the Board shall be held annually or such other frequency as determined by the Board, without notice, at such place and hour as may be fixed from time to time by resolution of the Board. Should the meeting fall upon a legal holiday, then that meeting shall be held at the same time on the next day which is not a legal holiday.

Section 6.8 **Special Meetings.** Special meetings of the Board 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. Notice of a meeting shall be deemed given to any Director who attends the meeting without protesting before or after its commencement about the lack of adequate notice.

Section 6.9 **Action Taken Without a Meeting.** The Directors shall have the right to take any action in the absence of a meeting which they could take at a meeting by obtaining the written approval of all the Directors. Any action so approved shall have the same effect as though taken at a meeting of the Directors.

Section 6.10 **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 of Directors.

Section 6.11 **Limitation of Director Liability.** A Director of the Association shall not be personally liable to the Association for monetary damages for any act or omission in his capacity as a director, except to the extent otherwise expressly provided by a statute of the State of Texas. Any repeal or modification of this Article shall be prospective only, and shall not adversely affect any limitation of the personal liability of a director of the Association existing at the time of the repeal or modification.

ARTICLE VII POWERS AND DUTIES OF THE BOARD

Section 7.1 **Powers.** The Board shall have power to undertake any of the following actions to the extent and only to the extent that such actions are undertaken in furtherance of the sole purposes of the Association as set forth in the Articles and the Declarations:

- (a) adopt and publish the Association Rules, including regulations governing the use of the Association Property and facilities, and the personal conduct of the Members and their guests thereon, and to establish penalties for the infraction thereof;
- (b) suspend the voting rights and right to use of the Association Property during any period in which such Member shall be in default in the payment of any Assessment levied by the Association, or after notice and hearing, for any period during which an infraction of the Association Rules exists;

(c) exercise for the Association all powers, duties and authority vested in or related to this Association and not expressly reserved to the membership by other provisions of the Association Restrictions;

(d) declare the office of a member of the Board to be vacant in the event such member shall be absent from three (3) consecutive regular meetings of the Board;

~~(e) employ such employees as they deem necessary, and to prescribe their duties;~~

(f) as more fully provided in the Declarations, to:

(i) fix the amount of the Assessments against each Lot in advance of each annual assessment period and any other assessments provided by the Declarations; and

(ii) foreclose the lien against any property for which Assessments are not paid within thirty (30) days after due date or to bring an action at law against the Owner personally obligated to pay the same;

(g) issue, or to cause an appropriate officer to issue, upon demand by any person, a certificate setting forth whether or not any Assessment has been paid and to levy a reasonable charge for the issuance of these certificates (it being understood that if a certificate states that an Assessment has been paid, such certificate shall be conclusive evidence of such payment);

(h) procure and maintain adequate liability and hazard insurance on property owned by the Association;

(i) cause all officers or employees having fiscal responsibilities to be bonded, as it may deem appropriate;

(j) appoint the members of the Architectural Committee as provided in the Declarations;

(k) establish reasonable membership or transfer fees; and

(l) exercise such other and further powers as provided in the Declarations.

Section 7.2 **Duties.** It shall be the duty of the Board 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 Members who are entitled to cast in the aggregate twenty-five percent (25%) of the votes of the membership; and

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

ARTICLE VIII OFFICERS AND THEIR DUTIES

Section 8.1 **Enumeration of Offices.** The officers of this Association shall be a President and one Vice-President, who shall at all times be members of the Board, a Secretary and a Treasurer, and such other officers as the Board may from time to time create by resolution.

~~Section 8.2 **Election of Officers.** The election of officers shall take place at the first meeting of the Board following each annual meeting of the Members.~~

Section 8.3 **Term.** The officers of this Association shall be elected annually by the Board and each shall hold office for one (1) year unless he or she is re-elected, resigns sooner, or shall be removed, or otherwise disqualified to serve.

Section 8.4 **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 not to exceed three (3) years, have such authority, and perform such duties as the Board may, from time to time, determine.

Section 8.5 **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 of such notice or at any later time specified therein, and unless otherwise specified therein, the acceptance of such resignation shall not be necessary to make it effective.

Section 8.6 **Vacancies.** A vacancy in any office may be filled through appointment by the Board. The officer appointed to such vacancy shall serve for the remainder of the term of the officer he replaces.

Section 8.7 **Multiple Offices.** The offices of Secretary and Treasurer may be held by the same person. No person shall simultaneously hold more than one of any of the other offices except in the case of special offices created pursuant to Section 12.4.

Section 8.8 **Duties.** The duties of the officers are as follows:

(a) **President.** The President shall preside at all meetings of the Board; shall see that orders and resolutions of the Board are carried out; shall sign all leases, mortgages, deeds and other written instruments and shall co-sign all checks and promissory notes.

(b) **Vice President.** The Vice President shall generally assist the President and shall have such powers and perform such duties and services as shall from time to time be prescribed or delegated to him by the President or the Board.

(c) **Secretary.** The Secretary shall record the votes and keep the minutes of all meetings and proceedings of the Board and of the Members; serve notice of meetings of the Board and of the Members; keep appropriate current records showing the Members of the

Association together with their addresses, and shall perform such other duties as required by the Board.

(d) Treasurer. The Treasurer shall receive and deposit in appropriate bank accounts all monies of the Association and shall disburse such funds as directed by resolution of the Board; shall co-sign all checks and promissory notes of the Association; keep proper books of account in appropriate form such that they could be audited by a public accountant whenever ordered by the Board or the membership; and shall prepare an annual budget and a statement of income and expenditures to be presented to the membership at its regular meeting, and deliver a copy of each to the Members. In the event no Treasurer is then serving, the President shall be empowered with the Treasurer's duties.

ARTICLE IX OTHER COMMITTEES OF THE BOARD OF DIRECTORS

The Board may, by resolution adopted by affirmative vote of a majority of the number of Directors fixed by these Bylaws, designate two or more Directors (with such alternates, if any, as may be deemed desirable) to constitute another committee or committees for any purpose; provided, that any such other committee or committees shall have and may exercise only the power of recommending action to the Board of Directors and of carrying out and implementing any instructions or any policies, plans, programs and rules theretofore approved, authorized and adopted by the Board.

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 Association Restrictions shall be available for inspection by any Member at the principal office of the Association, where copies may be purchased at reasonable cost.

ARTICLE XI ASSESSMENTS

As more fully provided for in the Declarations, each Member is obligated to pay to the Association Assessments which are secured by a continuing lien upon the property against which the Assessments are made. Assessments shall be due and payable in accordance with the Declarations. If any Assessment is not paid before becoming delinquent, the Owner responsible for the payment thereof shall be required by the Board to pay interest at the highest per annum rate allowed by applicable law on such Assessment from the due date thereof and the Association may bring an action at law against the Owner personally obligated to pay the same or foreclose the lien against the Lot or Lots owned by such Owner, and all costs and reasonable attorney's fees of any such action shall be added to the amount of such Assessment. No Owner may waive or otherwise escape liability for the Assessments provided for herein by nonuse of the Association Property or abandonment of his Lot or Lots. Notwithstanding any provision herein to the contrary, the Association may only levy Assessments (regular or special) to defray costs

which are incurred in furtherance of the duties of the Association as set forth in the prescribed law, or set forth in the articles of these Bylaws or the Declarations.

ARTICLE XII AMENDMENTS

Section 12.1 These Bylaws may be amended, at a regular or special meeting of the ~~Members, by a majority vote of a quorum of all the Members of the Association.~~

Section 12.2 In the case of any conflict between the Articles and these Bylaws, the Articles shall control; and in the case of any conflict between the Declarations and these Bylaws, the Declarations shall control.

ARTICLE XIII DISSOLUTION

The Association may be dissolved upon the written consent of not less than 67% of the votes of the Members. Upon dissolution of the Association, other than incident to a merger or consolidation, the assets of the Association shall be dedicated to an appropriate public agency to be used for purposes substantially similar to those for which this Association was created. In the event that such dedication is refused acceptance, such assets shall be granted, conveyed, and assigned to any nonprofit corporation, association, trust, or other organization to be devoted to such substantially similar purposes.

ARTICLE XIV INDEMNIFICATION OF DIRECTORS AND OFFICERS

Section 14.1 **Definitions.** In this Article XIV:

(a) **"Indemnitee"** means (i) any present or former director, advisory director or officer of the Association; (ii) any person who, while serving in any of the capacities referred to in clause (i) hereof, served at the Association's request as a director, officer, partner, venturer, proprietor, trustee, employee, agent or similar functionary of another foreign or domestic corporation, partnership, joint venture, trust, employee benefit plan or other enterprise; and (iii) any person nominated or designated by (or pursuant to authority granted by) the Board of Directors or any committee thereof to serve in any of the capacities referred to in clauses (i) or (ii) hereof.

(b) **"Official Capacity"** means (i) when used with respect to a director, the office of director of the Association, and (ii) when used with respect to a person other than a director, the elective or appointive office of the Association held by such person or the employment or agency relationship undertaken by such person on behalf of the Association, but in each case does not include service for any other foreign or domestic corporation or any partnership, joint venture, sole proprietorship, trust, employee benefit plan or other enterprise.

(c) **"Proceeding"** means any threatened, pending or completed action, suit or proceeding, whether civil, criminal, administrative, arbitative or investigative, any appeal in

such an action, suit or proceeding, and any inquiry or investigation that could lead to such an action, suit or proceeding.

Section 14.2 **Indemnification.** The Association shall indemnify every Indemnitee against all judgments, penalties (including excise and similar taxes), fines, amounts paid in settlement, and reasonable expenses actually incurred by the Indemnitee in connection with any Proceeding in which he was, is or is threatened to be named a defendant or respondent, or in ~~which he was or is a witness without being named a defendant or respondent~~, by reason, in whole or in part, of his serving or having served, or having been nominated or designated to serve, in any of the capacities referred to in Section 14.1(a), if it is determined in accordance with Section 14.4 that the Indemnitee (i) conducted himself in good faith, (ii) reasonably believed, in the case of conduct in his Official Capacity, that his conduct was in the Association's best interests and, in all other cases, that his conduct was at least not opposed to the Association's best interests, and (iii) in the case of any criminal Proceeding, had no reasonable cause to believe that his conduct was unlawful; *provided, however*, that in the event that an Indemnitee is found liable to the Association or is found liable on the basis that personal benefit was improperly received by the Indemnitee, the indemnification (i) is limited to reasonable expenses actually incurred by the Indemnitee in connection with the Proceeding and (ii) shall not be made in respect of any Proceeding in which the Indemnitee shall have been found liable for willful or intentional misconduct in the performance of his duty to the Association. Except as provided in the immediately preceding proviso to the first sentence of this Section 14.2, no indemnification shall be made under this Section 14.2 in respect of any Proceeding in which such Indemnitee shall have been (i) found liable on the basis that personal benefit was improperly received by him, whether or not the benefit resulted from an action taken in the Indemnitee's Official Capacity, or (ii) found liable to the Association. The termination of any Proceeding by judgment, order, settlement or conviction, or on a plea of nolo contendere or its equivalent, is not of itself determinative that the Indemnitee did not meet the requirements set forth in clauses (i), (ii) or (iii) in the first sentence of this Section 14.2. An Indemnitee shall be deemed to have been found liable in respect of any claim, issue or matter only after the Indemnitee shall have been so adjudged by a court of competent jurisdiction after exhaustion of all appeals therefrom. Reasonable expenses shall include, without limitation, all court costs and all fees and disbursements of attorneys for the Indemnitee.

Section 14.3 **Successful Defense.** Without limitation of Section 14.2 and in addition to the indemnification provided for in Section 14.2, the Association shall indemnify every Indemnitee against reasonable expenses incurred by such person in connection with any Proceeding in which he is a witness or a named defendant or respondent because he served in any of the capacities referred to in Section 14.1(a), if such person has been wholly successful, on the merits or otherwise, in defense of the Proceeding.

Section 14.4 **Determinations.** Any indemnification under Section 14.2 (unless ordered by a court of competent jurisdiction) shall be made by the Association only upon a determination that indemnification of the Indemnitee is proper in the circumstances because he has met the applicable standard of conduct. Such determination shall be made (i) by the Board by a majority vote of a quorum consisting of directors who, at the time of such vote, are not named defendants or respondents in the Proceeding; (ii) if such a quorum cannot be obtained, then by a majority

vote of all directors (in which designation directors who are named defendants or respondents in the Proceeding may participate), such committee to consist solely of two (2) or more directors who, at the time of the committee vote, are not named defendants or respondents in the Proceeding; (iii) by special legal counsel selected by the Board or a committee thereof by vote as set forth in clauses (i) or (ii) of this Section 14.4 or, if the requisite quorum of all of the directors cannot be obtained therefor and such committee cannot be established, by a majority vote of all of the directors (in which directors who are named defendants or respondents in the Proceeding may participate); or (iv) by the Members in a vote that excludes the directors who are named defendants or respondents in the Proceeding. Determination as to reasonableness of expenses shall be made in the same manner as the determination that indemnification is permissible, except that if the determination that indemnification is permissible is made by special legal counsel, determination as to reasonableness of expenses must be made in the manner specified in clause (iii) of the preceding sentence for the selection of special legal counsel. In the event a determination is made under this Section 14.4 that the Indemnitee has met the applicable standard of conduct as to some matters but not as to others, amounts to be indemnified may be reasonably prorated.

Section 14.5 **Advancement of Expenses.** Reasonable expenses (including court costs and attorneys' fees) incurred by an Indemnitee who was or is a witness or who is or is threatened to be made a named defendant or respondent in a Proceeding shall be paid by the Association at reasonable intervals in advance of the final disposition of such Proceeding, and without making any of the determinations specified in Section 14.4, after receipt by the Association of (i) a written affirmation by such Indemnitee of his good faith belief that he has met the standard of conduct necessary for indemnification by the Association under this Article XIV and (ii) a written undertaking by or on behalf of such Indemnitee to repay the amount paid or reimbursed by the Association if it shall ultimately be determined that he is not entitled to be indemnified by the Association as authorized in this Article XIV. Such written undertaking shall be an unlimited obligation of the Indemnitee but need not be secured and it may be accepted without reference to financial ability to make repayment. Notwithstanding any other provision of this Article XIV, the Association may pay or reimburse expenses incurred by an Indemnitee in connection with his appearance as a witness or other participation in a Proceeding at a time when he is not named a defendant or respondent in the Proceeding.

Section 14.6 **Other Indemnification and Insurance.** The indemnification provided by this Article XIV shall (i) not be deemed exclusive of, or to preclude, any other rights to which those seeking indemnification may at any time be entitled under the Articles, any law, agreement or vote of Members or disinterested directors, or otherwise, or under any policy or policies of insurance purchased and maintained by the Association on behalf of any Indemnitee, both as to action in his or her Official Capacity and as to action in any other capacity, (ii) continue as to a person who has ceased to be in the capacity by reason of which he was an Indemnitee with respect to matters arising during the period he was in such capacity, and (iii) inure to the benefit of the heirs, executors, and administrators of such a person.

Section 14.7 **Notice.** Any indemnification of or advance of expenses to an Indemnitee in accordance with this Article shall be reported in writing to the Members with or before the notice or waiver of notice of the next meeting of the Members or with or before the next

submission to the Members of a consent to action without a meeting and, in any case, within the twelve-month period immediately following the date of the indemnification or advance.

Section 14.8 **Construction.** The indemnification provided by this Article XIV shall be subject to all valid and applicable laws, including, without limitation, Article 2.02-1 of the Texas Business Association Act, and, in the event this Article XIV or any of the provisions hereof or the indemnification contemplated hereby are found to be inconsistent with or contrary to any such valid laws, the latter shall be deemed to control and this Article XIV shall be regarded as modified accordingly, and, as so modified, to continue in full force and effect.

Section 14.9 **Continuing Offer, Reliance, etc.** The provisions of this Article XIV (i) are for the benefit of, and may be enforced by, each Indemnitee of the Association the same as if set forth in their entirety in a written instrument duly executed and delivered by the Association and such Indemnitee, and (ii) constitute a continuing offer to all present and future Indemnitees. The Association, by its adoption of these Bylaws, (i) acknowledges and agrees that each Indemnitee of the Association has relied upon and will continue to rely upon the provisions of this Article XIV in becoming, and serving in any of the capacities referred to in Section 14.1(a) hereof, (ii) waives reliance upon, and all notices of acceptance of, such provisions by such Indemnitees, and (iii) acknowledges and agrees that no present or future Indemnitee shall be prejudiced in his right to enforce the provisions of this Article XIV in accordance with their terms by any act or failure to act on the part of the Association.

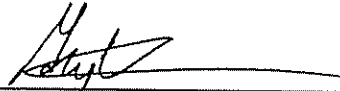
Section 14.10 **Effect of Amendment.** No amendment, modification or repeal of this Article XIV or any provision hereof shall in any manner terminate, reduce or impair the right of any past, present or future Indemnitees to be indemnified by the Association, nor the obligation of the Association to indemnify any such Indemnitees, under and in accordance with the provisions of this Article XIV as in effect immediately prior to such amendment, modification or repeal with respect to claims arising from or relating to matters occurring, in whole or in part, prior to such amendment, modification or repeal, regardless of when such claims may arise or be asserted.

ARTICLE VX MISCELLANEOUS

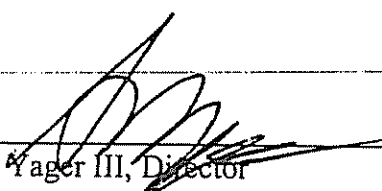
Section 15.1 **Fiscal Year.** The fiscal year of the Association shall begin on the first day of January and end on the 31st day of December of every year, except that the first fiscal year shall begin on the date of incorporation.

Section 15.2 **Notices.** Unless otherwise provided herein, all notices, demands, bills, statements or other communications hereunder shall be in writing and shall be deemed to have been delivered, upon deposit if delivery is by US mail, upon successful transmittal if delivery is by facsimile, or upon delivery if by personal delivery

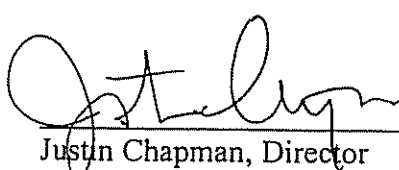
Dated this 17 day of October, 2003.



Greg Voinis, Director



Sam Yager III, Director



Justin Chapman, Director

OCT 17 2003

Corporations Section

ARTICLES OF INCORPORATION
OF
CITY PARK HOMEOWNERS ASSOCIATION, INC.

The undersigned natural person, being of the age of eighteen (18) years or more, a citizen of the State of Texas, acting as incorporator of a corporation under the Texas Nonprofit Corporation Act, does hereby adopt the following Articles of Incorporation for such corporation:

Article I.

NAME

The name of the corporation is City Park Homeowners Association, Inc. (hereinafter called the "*Association*").

Article II.

NONPROFIT CORPORATION

The Association is a nonprofit corporation.

Article III.

DURATION

The period of the Association's duration is perpetual.

Article IV.

PURPOSE AND POWERS OF THE ASSOCIATION

The Association is organized in accordance with, and shall operate for nonprofit purposes pursuant to, the Texas Nonprofit Corporation Act, and no part of the net earnings of the Association shall inure to the benefit of any private shareholder, member or individual (other than in connection with the sale of property, construction of improvements, management, maintenance and care of Association property, or by rebate of excess membership dues, fees, or assessments). The Association is formed for the sole purpose of providing for the acquisition, construction, management, maintenance, and care of the Association property and construction of improvements thereon, consistent with the powers and privileges as provided by applicable law and as may hereinafter be set forth in the Declaration of Covenants, Conditions, and Restrictions for City Park Single Family (Residential), to be filed for record in the Official Public Records of Harris County, Texas, as the same may be amended, restated, and supplemented from time to time (the "*Declaration*"), with respect real property described in such Declaration (the "*Subdivision*").

Article V.
REGISTERED OFFICE; REGISTERED AGENT

The street address of the initial registered office of the Association is 800 Bearing, Suite 225, Houston, Texas 77057. The name of its initial registered agent at such address is Greg Voinis.

Article VI.
BOARD OF DIRECTORS

The number of directors constituting the initial Board of Directors of the Association is three (3) and the names and address of the persons who are to serve as the initial directors are:

Name	Street Address
Greg Voinis	800 Bering, Suite 225, Houston, Texas 77057
Sam Yager III	800 Bering, Suite 225, Houston, Texas 77057
Justin Chapman	800 Bering, Suite 225, Houston, Texas 77057

Article VII.
INDEMNIFICATION

To the maximum extent permitted by the Texas Non-Profit Corporation Act and other applicable law, the Association shall indemnify any director or officer or former director or officer of the Association for expenses and costs (including attorney's fees) actually and necessarily incurred by him or her in connection with any claim asserted against the director or officer, by action in court or otherwise, by reason of being or having been the director or officer, except in relation to matters as to which the officer or director is guilty of gross negligence or willful misconduct in respect of the matter in which indemnity is sought or as to which the such director's liability is not limited under Article VIII below.

Article VIII.
LIMITATION OF DIRECTORS' LIABILITY

No director of the Association shall be liable to the Association for monetary damages for an act or omission in such director's capacity as a director, except for liability resulting from:

- (1) a breach of the director's duty of loyalty to the Association or its members;
- (2) an act or omission not in good faith that constitutes a breach of duty of the director to the Association or an act or omission that involves intentional misconduct or a knowing violation of the law;
- (3) a transaction from which the director received an improper benefit, whether or not the benefit resulted from an action taken within the scope of the director's office; or

(4) an act or omission for which the liability of a director is expressly provided by an applicable statute.

Article IX.
IRS EXEMPTION

The business and affairs of the Association shall always be conducted so that the Association does not exercise any power or engage directly or indirectly in any activity that would invalidate its status as a corporation which is exempt from federal income taxation under Sections 501(c)(4) or 528 of Internal Revenue Code of 1986, as amended.

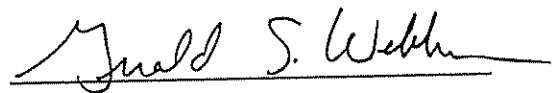
Article X.
DISSOLUTION

In the event of dissolution of the Association, the assets of the Association shall be dedicated to an appropriate public agency to be used for purposes substantially similar to those for which the Association was created. In the event such dedication is refused acceptance, such assets shall be granted, conveyed and assigned to any nonprofit corporation, association, trust or other organization to be devoted to such substantially similar purposes.

Article XI.
INCORPORATOR

The name and address of the incorporator is: Gerald S. Webberman, Jackson Walker L.L.P., 100 Congress Avenue, Suite 1100, Austin, Texas, 78701.

IN WITNESS WHEREOF, I have hereunto set my hand this 17th day of October, 2003.

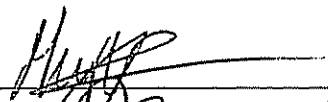



Gerald S. Webberman, Incorporator


TO: Planned Community Management Inc.
FROM: The Board of Directors
CITY PARK HOMEOWNERS ASSOCIATION, INC.
DATE:
RE: Sterling Bank Account No. 61036897
City Park HOA, Inc.

In order to expedite the payment of all utility bills, the following authorized representatives of PCMI should be added as signers on the signature cards.

- (1) Linda Frey, Agent
- (2) Diana Barak, Agent
- (3) Debra Watkins, Agent



(Board President)


(Board Member)


(Board Member)

SUPPLEMENTAL
DECLARATION OF COVENANTS, CONDITIONS AND RESTRICTIONS FOR
CITY PARK SINGLE FAMILY (RESIDENTIAL) – SECTION 2

THE STATE OF TEXAS §
§
COUNTY OF HARRIS §

This SUPPLEMENTAL DECLARATION OF COVENANTS, CONDITIONS AND RESTRICTIONS FOR CITY PARK SINGLE FAMILY (RESIDENTIAL) – SECTION 2 (this “*Supplemental Declaration*”) is made by GBF/LIC 288, Ltd., a Texas limited partnership (the “*Declarant*”), to be effective as of the date set forth below.

RECITALS

A. GBF/LIC 288, Ltd., a Texas limited partnership, as Declarant, previously executed that certain Declaration of Covenants, Conditions and Restrictions for City Park Single Family (Residential) recorded on December 24, 2003, under County Clerk's File No. X283888 in the Official Public Records of Harris County, Texas (the “*Original Declaration*”). City Park Homeowners Association, Inc., a Texas non-profit corporation, executed that certain First Amendment to Declaration of Covenants, Conditions and Restrictions for City Park Single Family (Residential) recorded on June 24, 2004, under County Clerk's File No. X715598 in the Official Public Records of Harris County, Texas (the “*First Amendment*”). The Original Declaration, as modified by the First Amendment, is hereinafter referred to as the “*Declaration*”. All terms not otherwise defined herein shall have the same meaning as in the Original Declaration.

B. Pursuant to Section 8.3 of the Declaration, additional land may be annexed and subjected to the provisions of the Declaration by Declarant, without the consent of the Members, within 10 years of the date that the Original Declaration was recorded in the Official Public Records of Real Property of Harris County, Texas.

C. Declarant is the owner of the tract of land described as follows (such tract of land being referred to as “*City Park, Section 2*”):

Section 2 of City Park, a subdivision in Harris County, Texas according to the map or plat thereof recorded under Film Code No. 567219 of the Map Records of Harris County, Texas.

D. Declarant desires to subject City Park, Section 2, save and except any unrestricted reserves therein, to the general and uniform plan for the improvement, development, sale and use as described in the Declaration, for the benefit of the present and future owners of the lots therein.

NOW THEREFORE, City Park, Section 2, save and except any unrestricted reserves therein, shall be held, transferred, sold, conveyed, occupied and enjoyed subject to the covenants, conditions, easements, charges, liens and restrictions set forth in the Declaration, subject only to the following modifications:

1. **Lots.** As it applies to City Park, Section 2, the term "Lot" or "Lots" means each of the Lots shown on the Section 2 Plat, regardless of the designated type. There are three (3) types of Lots within Section 2, as follows:

a. a "Type A" Lot includes Lots One (1) through Seventy (70), inclusive, of Block 1 of City Park, Section 2;

b. a "Type B" Lot includes Lots One (1) through Sixty-Eight (68), inclusive, of Block 2, Lots Three (3) and Six (6) of Block 3 and Lots One (1) through Eight (8), inclusive, of Block 4 of City Park, Section 2;

c. a "Type C" Lot includes Lots One (1), Two (2), Four (4), Five (5), Seven (7) and Eight (8) of Block 3 of City Park, Section 2.

As used herein, "Section 2 Plat" means the Plat for City Park, Section 2, recorded under Film Code No. 567219 of the Map Records of Harris County, Texas, and any replat thereof.

2. **Date of Commencement and Determination of Annual Maintenance Charge.** Section 5.4 of the Declaration is hereby restated as follows:

The initial maximum Annual Maintenance Charge provided for herein shall be established as to all Lots, as applicable, on the first day of the month following the conveyance of the first Lot by Declarant. On or before the 30th day of November in each year, the Board of Directors of the Association shall fix the amount of the Annual Maintenance Charge to be levied against each Lot, as applicable, in the next calendar year. Written notice of the figure at which the Board of Directors of the Association has set the Annual Maintenance Charge shall be sent to every Owner. Provided that, the failure to fix the amount of any of the Annual Maintenance Charge or to send written notice thereof to applicable Owners shall not affect the authority of the Association to levy assessments or increase assessments as provided in this Declaration.

3. **Property.** The term "Property" as used in the Declaration also includes all of City Park, Section 2, a subdivision in Harris County, Texas, according to the plat thereof recorded under Film Code No. 567219 of the Map Records of Harris County, Texas, save and except any unrestricted reserves shown on plats of such Property.

[Signatures on following page.]

IN WITNESS WHEREOF, the undersigned, being Declarant and Lienholder, have executed this Supplemental Declaration on the date(s) set forth below, to become effective upon recording in the Official Public Records of Real Property of Harris County, Texas.

DECLARANT:

GBF/LIC 288, LTD.,

a Texas limited partnership

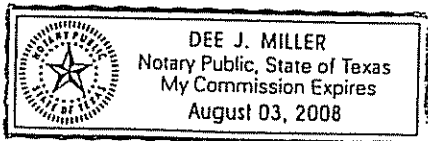
By: Heritage General Capital Group, L.L.C.,
a Texas limited liability company,
its General Partner.

By: [Signature]
Name: EDUARDO R. BARRON
Its: MANAGER

THE STATE OF TEXAS §
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 §
COUNTY OF HARRIS §

BEFORE ME, the undersigned Notary Public, on this day personally appeared Edward R. Barron of Heritage General Capital Group, L.L.C., General Partner of GBF/LIC 288, Ltd., 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 in the capacity therein expressed.

GIVEN UNDER MY HAND AND SEAL OF OFFICE on this the 10th day of November, 2004.



[Signature]
Notary Public in and for the State of Texas

JOINDER OF LIENHOLDER

The undersigned, First Continental Investment Co., Ltd., being the owner and holder of an existing mortgage and lien upon and against the real property described in the foregoing Supplemental Declaration and defined as the "City Park, Section 2" in said Supplemental Declaration, as such mortgagee and Lienholder, does hereby consent to and join in said Supplemental Declaration of Covenants, Conditions and Restrictions for City Park (Residential) – Section 2.

This consent and joinder shall not be construed or operate as a release of said mortgage or lien owned and held by the undersigned, or any part thereof, but the undersigned agrees that its said mortgage and lien shall hereafter be upon and against the Lots and all appurtenances thereto, and all of the undivided, equitable shares and interests in the Common Area, subject to the provisions of the Supplemental Declaration hereby agreed to.

SIGNED AND ATTESTED by the undersigned officers of First Continental Investment Co., Ltd. heretofore authorized, this the 11th day of November, 2004.

FIRST CONTINENTAL INVESTMENT CO., LTD.,

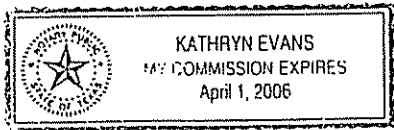
a Texas limited partnership

By: [Signature]
John M. Bonner, President

THE STATE OF TEXAS §
§
COUNTY OF HARRIS §

Before me, the undersigned authority, on this day personally appeared John M. Bonner, President of First Continental Investment Co., Ltd., 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 on this 11th day of November, 2004.



[Signature]
Notary Public in and for the State of Texas

✓
Please Return

Sam Yager, Inc
800 Bering Drive,
Houston, TX 7705

SECOND AMENDMENT TO
DECLARATION OF COVENANTS, CONDITIONS AND RESTRICTIONS
FOR
CITY PARK SINGLE FAMILY (RESIDENTIAL)

Amend
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THE STATE OF TEXAS §
§
COUNTY OF HARRIS §

Y136582
12/17/04 300537314 \$22.00

WHEREAS, GBF/LIC 288, Ltd., a Texas limited partnership, as Declarant, caused that certain instrument entitled "Declaration of Covenants, Conditions and Restrictions for City Park Single Family (Residential)" (the "*Original Declaration*") to be recorded in the Official Public Records of Real Property of Harris County, Texas on December 24, 2003 under Clerk's File No. X283888, which Declaration imposes various covenants, conditions, restrictions, liens and charges on the real property described therein; and

WHEREAS, the Original Declaration was previously amended by that certain instrument entitled "First Amendment to Declaration of Covenants, Conditions and Restrictions for City Park (Residential)" (the "*First Amendment*") recorded in the Official Public Records of Real Property of Harris County, Texas on June 24, 2004 under Clerk's File No. X715598; and

WHEREAS, Declarant caused that certain instrument entitled "Supplemental Declaration of Covenants, Conditions and Restrictions for City Park Single Family (Residential) - Section 2" (the "*Supplemental Declaration*") to be recorded in the Official Public Records of Real Property of Harris County, Texas on November 16, 2004 under Clerk's File No. Y066640, which Supplemental Declaration imposes various covenants, conditions, restrictions, liens and charges on the real property described therein; and

WHEREAS, the Original Declaration, as modified by the First Amendment and supplemented by the Supplemental Declaration, is hereinafter referred to as the "*Declaration*". All terms not otherwise defined herein shall have the same meaning as in the Declaration; and

WHEREAS, Article VIII, Section 8.1, of the Declaration provides for amendment by an instrument in writing signed by the President, Vice-President or Secretary of City Park Homeowners Association, Inc. (the "*Association*") certifying that Owners representing not less than two-thirds (2/3) of the Lots have approved such amendment in writing, setting forth the amendment(s) and duly recorded in the Official Public Records of Real Property of Harris County, Texas; and

WHEREAS, Owners representing not less than two-thirds (2/3) of the Lots desire to further amend the Declaration;

NOW, THEREFORE, the undersigned, being the President of the Association, certifies that Owners representing not less than two-thirds (2/3) of the Lots have agreed in writing to further amend the Declaration as follows:

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1. Article II, Section 2.1C, of the Declaration is hereby amended by adding the following at the end of the existing provisions:

If notice and an opportunity to appear before the Board of Directors are given as provided by law, the Association shall have the authority to levy fines against an Owner who leases his lot, residential dwelling or any improvements on a lot in violation of the provisions of this paragraph. An initial fine in the amount of \$1,000.00 shall be levied against the Owner of a Lot, residential dwelling or improvement on a lot for any unauthorized lease of the Lot, residential dwelling or improvement of the lot. The Association shall have the authority to levy an additional fine in the amount of \$1,000.00 every thirty (30) days thereafter during which the Lot, residential dwelling or improvement on the lot continues to be leased in violation of the provisions of this paragraph. Any fines levied in accordance with the provisions of this paragraph shall be added to the Annual Maintenance Charge applicable to the Owner's Lot, residential dwelling or improvement on the lot and secured by the lien against the Lot, residential dwelling or improvement on the lot created for the benefit of the Association by the provisions of Article V of this Declaration. The authority to levy fines against an Owner for a violation of the provisions of this paragraph shall be in addition to, not in lieu of, all other remedies available to the Association under this Declaration or at law.

All capitalized terms used herein shall have the same meanings as that ascribed to them in the Declaration.

Except as amended herein, the Declaration remains in full force and effect.

Executed on the date set forth below, to become effective upon recording in the Official Public Records of Real Property of Harris County, Texas.

CITY PARK HOMEOWNERS ASSOCIATION, INC.
a Texas non-profit corporation

By: 

Print Name: Greg Voinis

Its: President

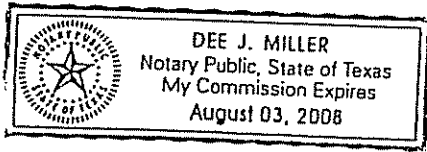
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THE STATE OF TEXAS §
 §
COUNTY OF HARRIS §

BEFORE ME, the undersigned notary public, on this day personally appeared Greg Viovis, President of City Park Homeowners Association, Inc., known to me to be the person whose name is subscribed to the foregoing instrument, and acknowledged to me that he/she executed the same for the purpose and in the capacity therein expressed.

SUBSCRIBED AND SWORN TO BEFORE ME on this the 15 day of DECEMBER, 2004, to certify which witness my hand and official seal.



Dee J. Miller
Notary Public - State of Texas

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JOINDER OF DECLARANT

IN WITNESS WHEREOF, the undersigned, being Declarant, has executed this Declaration on the date(s) set forth below, to become effective upon recording in the Official Public Records of Real Property of Harris County, Texas.

DECLARANT:

GBF/LIC 288, LTD.,

a Texas limited partnership

Jov

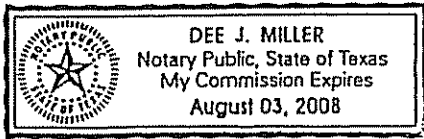
By: Heritage General Capital Group, L.L.C.,
a Texas limited liability company,
its General Partner

By: *Edward R. Warren*
Print Name: EDWARD R. WARREN
Its: MANAGER

THE STATE OF TEXAS §
 §
COUNTY OF HARRIS §

BEFORE ME, the undersigned Notary Public, on this day personally appeared Edward R. Warren, Manager of Heritage General Capital Group, L.L.C., General Partner of GBF/LIC 288, Ltd., 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 in the capacity therein expressed.

GIVEN UNDER MY HAND AND SEAL OF OFFICE on this the 16th day of December, 2004.



Dee J. Miller
Notary Public in and for the State of Texas

597-33-4454

JOINDER OF K. HOVNIANIAN OF HOUSTON, L.P.

IN WITNESS WHEREOF, the undersigned, being the owner of certain Lots, has executed this Declaration on the date(s) set forth below, to become effective upon recording in the Official Public Records of Real Property of Harris County, Texas.

K. HOVNIANIAN OF HOUSTON, L.P.,
a Texas limited partnership

Jo

By: K. Hovnianian Developments of Texas,
Inc., a Texas corporation,
its General Partner

JR

By: J. Richard Rosenberg, Chief Financial
Officer/Director of Land Acquisitions

THE STATE OF TEXAS §
 §
COUNTY OF HARRIS §

BEFORE ME, the undersigned Notary Public, on this day personally appeared J. Richard Rosenberg, Chief Financial Officer/Director of Land Acquisitions of K. Hovnianian Developments of Texas, Inc., General Partner of K. Hovnianian of Houston, L.P., 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 in the capacity therein expressed.

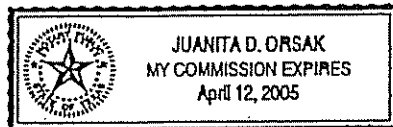
GIVEN UNDER MY HAND AND SEAL OF OFFICE on this the 13th day of December, 2004.

Juanita D. Orsak
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 VOID AND UNENFORCEABLE UNDER FEDERAL LAW THE STATE OF TEXAS

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

DEC 17 2004



Brenda B. Kaufman
COUNTY CLERK
HARRIS COUNTY TEXAS

Brenda B. Kaufman
COUNTY CLERK
HARRIS COUNTY TEXAS

2004 DEC 17 PM 2:01

FILED

HOLD FOR TEXAS AMERICAN TITLE COMPANY

X715598
06/24/04 100323469

\$17.00

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FIRST AMENDMENT TO
DECLARATION OF COVENANTS, CONDITIONS AND RESTRICTIONS FOR
CITY PARK SINGLE FAMILY (RESIDENTIAL)

THE STATE OF TEXAS §
§
COUNTY OF HARRIS §

This FIRST AMENDMENT TO DECLARATION OF COVENANTS, CONDITIONS AND RESTRICTIONS FOR CITY PARK SINGLE FAMILY (RESIDENTIAL) (this "Amendment") is made by Justin Chapman, Secretary of the City Park Homeowners Association, Inc., a Texas non-profit association (the "Association"), to be effective as of the date set forth below.

RECITALS

A. GBR/LIC 288, Ltd., a Texas limited partnership, as Declarant, previously executed that certain Declaration of Covenants, Conditions and Restrictions for City Park Single Family (Residential) recorded on December 24, 2003, under County Clerk's File No. X283888 in the Official Public Records of Harris County, Texas (the "Declaration"). All terms not otherwise defined herein shall have the same meaning as in the Declaration.

B. Pursuant to Section 8.1 of the Declaration, the provisions of the Declaration may be amended at any time by an instrument in writing signed by the Secretary of the Association certifying that Owners representing not less than two-thirds (2/3) of the Lots have approved such amendment.

C. The Secretary of the Association confirms and certifies that Owners representing not less than two-thirds of the Lots have approved amendment of the terms of the Declaration in order to modify certain provisions contained therein in accordance with the terms and provisions of this Amendment.

NOW THEREFORE, the Declaration is hereby amended as follows:

1. Definitions. Article I, paragraph N. of the Declaration is hereby amended and restated in its entirety as follows:

N. LOT or LOTS – Each of the Lots shown on the Plat, regardless of the designated type. There are three (3) types of lots within the Subdivision, as follows:

- i. a "Type A" Lot includes Lots Thirty-Eight (38) and Thirty-Nine (39) of Block 1 and each Lot within Block 2 of City Park, Section 1;
- ii. a "Type B" Lot includes Lots Twenty-One (21) through Thirty-Seven (37), inclusive, of Block 1 and each Lot within Block 3 of City Park, Section 1;

iii. a "Type C" Lot includes Lots One (1) through Twenty (20), inclusive, of Block 1 of City Park, Section 1.

2. Location of Improvements - Setbacks. Section 2.4, paragraph C. of the Declaration is hereby amended to add the following after the first grammatical sentence thereof:

Notwithstanding anything in the preceding sentence to the contrary, no Residential Dwelling, garage or Improvement on Lots 1-20, Block 1, Section 1 will be located within fourteen (14) feet from the front lot line (adjacent to Restricted Reserves "H" and "I").

3. Amendment. Section 8.1 of the Declaration is hereby amended by amending and restating the third grammatical sentence thereof as follows:

In addition, the provisions of this Declaration may be amended at any time by an instrument in writing signed by the President, Vice-President or Secretary of the Association certifying that Owners representing not less than two-thirds (2/3) of the Lots have approved such amendment, in writing, setting forth the amendments, and duly recorded in the Official Public Records of Real Property of Harris County, Texas; provided that, without joinder of Declarant, no amendment may diminish the rights of or increase the liability of Declarant under this Declaration.

4. Entire Agreement. Except as expressly modified by this First Amendment, the terms, provisions, covenants, conditions and restrictions of the Declaration shall remain in full force and effect.

[Signatures on following page.]

FILED
04 JUN 24 AM 9:06
HARRIS COUNTY CLERK
HARRIS COUNTY TEXAS

IN WITNESS WHEREOF, the undersigned, being Secretary of the City Park Homeowners Association, Inc., has executed this Declaration on the date(s) set forth below, to become effective upon recording in the Official Public Records of Real Property of Harris County, Texas.

CITY PARK HOMEOWNERS ASSOCIATION, INC.,

a Texas non-profit corporation

By:
Print Name:
Its:

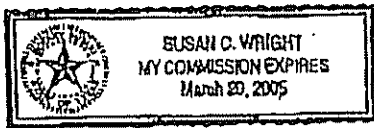
Justin Chapman

Justin Chapman
Secretary

THE STATE OF TEXAS §
 §
COUNTY OF HARRIS §

BEFORE ME, the undersigned Notary Public, on this day personally appeared *Justin Chapman*, Secretary of City Park Homeowners Association, Inc., known to me to be the person whose name is subscribed to the foregoing instrument and acknowledged to me that he executed the same for the purposes and in the capacity therein expressed..

GIVEN UNDER MY HAND AND SEAL OF OFFICE on this the *22nd* day of *June*, 2004.



Susan C. Wright

Notary Public in and for the State of Texas

JOINDER OF DECLARANT

IN WITNESS WHEREOF, the undersigned, being Declarant, has executed this Declaration on the date(s) set forth below, to become effective upon recording in the Official Public Records of Real Property of Harris County, Texas.

DECLARANT:

GBF/LIC 288, LTD.,

a Texas limited partnership

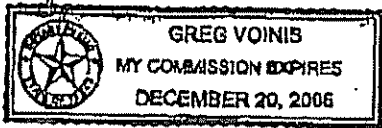
By: Heritage General Capital Group, L.L.C.,
a Texas limited liability company,
its General Partner

By: [Signature]
Print Name: EDWARD R BARROW
Its: MANAGER

THE STATE OF TEXAS §
 §
COUNTY OF HARRIS §

BEFORE ME, the undersigned Notary Public, on this day personally appeared Edward R. Barrow, Manager of Heritage General Capital Group, L.L.C., General Partner of GBF/LIC 288, Ltd., 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 in the capacity therein expressed.

GIVEN UNDER MY HAND AND SEAL OF OFFICE on this the 23rd day of June, 2004.



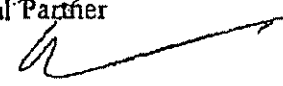
[Signature]
Notary Public in and for the State of Texas

JOINDER OF K. HOVNIANIAN OF HOUSTON, L.P.

IN WITNESS WHEREOF, the undersigned, being the owner of certain Lots, has executed this Declaration on the date(s) set forth below, to become effective upon recording in the Official Public Records of Real Property of Harris County, Texas.

K. HOVNIANIAN OF HOUSTON, L.P.,
a Texas limited partnership

By: K. Hovnianian Developments of Texas, Inc., a Texas corporation, its General Partner

By: 
Name: MARK T. KAUFMAN
Title: DIVISION PRESIDENT

ANY PROVISION HEREIN WHICH RESTRICTS THE SALE, RENTING, OR USE OF THE DESCRIBED REAL PROPERTY BECAUSE OF COLOR OR RACE IS HEREBY AND UNLAWFUL UNDER FEDERAL LAW THE STATE OF TEXAS COUNTY OF HARRIS. I hereby certify that this instrument was FILED in file number Sequence on the one 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

JUN 24 2004




COURTY CLERK
HARRIS COUNTY, TEXAS

THE STATE OF TEXAS §
 §
COUNTY OF HARRIS §

BEFORE ME, the undersigned Notary Public, on this day personally appeared MARK T. KAUFMAN, DIV PRESIDENT of K. Hovnianian Developments of Texas, Inc., General Partner of K. Hovnianian of Houston, L.P., 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 in the capacity therein expressed.

GIVEN UNDER MY HAND AND SEAL OF OFFICE on this the 23RD day of JUNE, 2004.




Notary Public in and for the State of Texas

Restr
91
N

DECLARATION OF COVENANTS, CONDITIONS AND RESTRICTIONS
FOR
CITY PARK SINGLE FAMILY (RESIDENTIAL)

THE STATE OF TEXAS §
 §
COUNTY OF HARRIS §

THIS DECLARATION is made on the date hereinafter set forth by GBF/LIC 288, Ltd., a Texas limited partnership (hereinafter referred to as "*Declarant*").

WITNESSETH:

WHEREAS, Declarant is the owner of the tract of land described as follows (such tract of land being hereinafter referred to as the "*Property*"):

All of City Park, a subdivision in Harris County, Texas according to the map or plat thereof recorded under Film Code No. 543299 of the Map Records of Harris County, Texas; and such additional real property as may be annexed and included pursuant to Article VIII, Section 8.3, of this Declaration.

lee

WHEREAS, Declarant desires to establish and preserve a general and uniform plan for the improvement, development, sale and use of the Property, save and except any unrestricted reserves therein, for the benefit of the present and future owners of the lots therein;

NOW, THEREFORE, Declarant does hereby declare that the Property, save and except any unrestricted reserves therein, shall be held, transferred, sold, conveyed, occupied and enjoyed subject to the covenants, conditions, easements, charges, liens and restrictions hereinafter set forth.

ARTICLE I
Definitions

As used in this Declaration, the terms set forth below shall have the following meanings:

A. **ANNUAL MAINTENANCE CHARGE** - The assessment made and levied by the Association against each Owner and his Lot in accordance with the provisions of this Declaration.

B. **APPOINTED BOARD** - The Board of Directors of the Association appointed by Declarant pursuant to the provisions of Article IV, Section 4.1, of this Declaration.

C. **ARCHITECTURAL REVIEW COMMITTEE** - The Architectural Review Committee established and empowered in accordance with Article III of this Declaration.

D. **ARTICLES OF INCORPORATION** - The Articles of Incorporation of the Association.

E. **ASSESSMENTS** - Collectively, any Annual Maintenance Charge, Special Assessments, Submission Fee, Initial Sale Assessment and Transfer Fee and all other charges and sums due hereunder.

AFTER RECORDING:
HOLD FOR
CHARTER TITLE COMPANY
GF 00170227
Closer: Lavern

F. ASSOCIATION - City Park Homeowners Association, Inc., a Texas non-profit corporation, its successors and assigns.

G. BOARD or BOARD OF DIRECTORS - The Board of Directors of the Association, whether the Appointed Board, the First Elected Board or any subsequent Board.

H. BUILDER—K. Hovnanian of Houston, L.P., a Texas limited partnership, its successors and assigns that have been designated as such by Builder with Declarant's consent and joinder pursuant to a written instrument executed by Builder and Declarant and recorded in the Official Public Records of Real Property of Harris County, Texas.

I. BYLAWS - The ByLaws of the Association.

J. COMMON AREA - Restricted Reserves "A", "B", "C", "D", "E", "F", "G", "H", and "I", as shown on the Plat and all other real property owned by the Association for the common use and benefit of the Owners, including, but not limited to, the Private Vehicular Pathways within the Subdivision.

K. DECLARANT – GBF/LIC 288, Ltd., a Texas limited partnership, its successors and assigns that have been designated as such by Declarant pursuant to a written instrument duly executed by Declarant and recorded in the Official Public Records of Real Property of Harris County, Texas.

L. FIRST ELECTED BOARD - The Board of Directors of the Association first elected by the Members of the Association as provided in Article IV, Section 4.4, of this Declaration.

M. IMPROVEMENT - Any building, structure, fixture or fence, any transportable structure placed on a Lot, whether or not affixed to the land, and any addition to, or modification of an existing building structure, fixture or fence.

N. LOT or LOTS - Each of the Lots shown on the Plat, regardless of the designated type. There are three (3) types of Lots with the Subdivision, as follows:

- i. a "*Type A*" Lot is each Lot within Block 2 of City Park, Section 1;
- ii. a "*Type B*" Lot includes Lots Twenty-One (21) through Thirty-Nine (39), inclusive, of Block 1 and each Lot within Block 3 of City Park, Section 1;
- iii. a "*Type C*" Lot includes Lots One (1) through Twenty (20), inclusive, of Block 1 of City Park, Section 1.

O. MAINTENANCE FUND - Any accumulation of the Annual Maintenance Charge collected by the Association in accordance with the provisions of this Declaration and interest, penalties, assessments and other sums and revenues collected by the Association pursuant to the provisions of this Declaration.

P. MEMBER or MEMBERS - All Lot Owners who are members of the Association as provided in Article IV hereof.

Q. MORTGAGE - A security interest, mortgage, deed of trust, or lien instrument granted by an Owner to secure the payment of a loan made to such Owner, duly recorded in the Official Public Records of Real Property of Harris County, Texas, and creating a purchase money lien or security interest encumbering a Lot and some or all Improvements thereon.

R. OWNER or OWNERS - Any person or persons, firm, corporation or other entity or any combination thereof that is the record owner of fee simple title to a Lot, including contract sellers, but excluding those having an interest merely as a security for the performance of an obligation.

S. PRIVATE VEHICULAR PATHWAYS - The location and width of the paved portion of a Private Vehicular Pathway shall be determined by the Declarant at the time of original construction. The Private Vehicular Pathways may be one-way streets. Declarant shall have the exclusive authority to determine whether Private Vehicular Pathways shall be one-way streets and, if so, to designate the direction in which traffic must flow on Private Vehicular Pathways. Declarant shall make such determination and designate the direction in which traffic must flow on a Private Vehicular Pathway by recording a notice in the Official Public Records of Real Property of Harris County, Texas. The determination that a Private Vehicular Pathway shall be a one-way street and/or the designation of the direction that traffic must flow on a Private Vehicular Pathway may be changed by Declarant, without the consent of any other party, so long as Declarant owns any Lot in the Subdivision by recording a notice in the Official Public Records of Real Property of Harris County, Texas. Thereafter, the determination that a Private Vehicular Pathway shall be a one-way street and/or the designation of the direction which traffic must flow on a Private Vehicular Pathway may not be changed without the written consent of Owners representing not less than two-thirds (2/3) of the Lots in the Subdivision. To be effective, a notice of the change must be executed by an officer of the Association, certifying that Owners of the requisite number of Lots have approved the change, and recorded in the Official Public Records of Real Property of Harris County, Texas. The paved portion of each Private Vehicular Pathway shall be maintained by the Association.

T. PLAT - The plat for City Park, Section 1, recorded under Film Code No. 543299 of the Map Records of Harris County, Texas, and the plat for any other property duly annexed and subjected to the provisions of this Declaration, and any replat thereof.

U. PLANS - The final construction plans and specifications (including a related site plan) of any Residential Dwelling or other Improvement of any kind to be erected, placed, constructed, maintained or altered on any Lot.

V. PROPERTY - All of City Park, Section 1, a subdivision in Harris County, Texas, according to the plat thereof recorded under Film Code No. 543299 of the Map Records of Harris County, Texas, and any other property that may be subjected to the Declaration by annexation document duly executed and recorded in the Official Public Records of Real Property of Harris County, Texas, save and except any unrestricted reserves shown on plats of such Property.

W. RESIDENTIAL DWELLING - The single family residence and appurtenances constructed on a Lot (including without limitation, a garage).

X. RESTRICTIONS - The covenants, conditions, restrictions, easements, reservations and stipulations that shall be applicable to and govern the improvement, use, occupancy, and conveyance of all the Lots in the Subdivision as set out in this Declaration or any amendment thereto.

Y. RULES AND REGULATIONS - Rules adopted from time to time by the Board concerning the management and administration of the Subdivision and the use of the Common Areas for the use, benefit and enjoyment of the Owners.

Z. SUBDIVISION - The Property, together with all Improvements now or hereafter situated thereon and all rights and appurtenances thereto.

AA. UTILITY COMPANY or UTILITY COMPANIES - Any public entity, utility district, governmental entity (including without limitation, districts created under Article III, Section 52, or Article XVI, Section 59, of the Texas Constitution) or one or more private entities that regulate, provide or maintain utilities and drainage.

ARTICLE II

General Provisions Relating to Use and Occupancy

SECTION 2.1. USE RESTRICTIONS.

A. GENERAL. The Property shall be held, transferred, sold, conveyed, used and occupied subject to the covenants, conditions, restrictions, easements, charges, and liens set forth in this Declaration. No Lot may be subdivided.

B. SINGLE FAMILY RESIDENTIAL USE. Each Owner shall use his Lot and the Residential Dwelling on his Lot for single family residential purposes only. As used herein, the term "*single family residential purposes*" shall be deemed to specifically prohibit, but without limitation, the use of any Lot for a duplex apartment, a garage apartment or any other apartment or for any multi-family use or for any business, professional or other commercial activity of any type, unless such business, professional or commercial activity is unobtrusive and merely incidental to the primary use of the Lot and the Residential Dwelling for residential purposes. As used herein, "*unobtrusive*" means, without limitation, that there is no business related sign displayed on the Lot, there are no clients, customers, employees or the like who go to the Lot for any business related purpose on any regular basis, and the conduct of the business activity is not otherwise apparent by reason of noise, odor, vehicle and/or pedestrian traffic and the like. The term "*single family residential purposes*" shall also be defined as: (a) one or more persons related by blood, marriage, or adoption, which may include only parents, their children (including foster children and wards), their dependent brothers and sisters, their dependent parents and their dependent grandparents; (b) no more than two unrelated persons living together as a single housekeeping unit and their children (including foster children and wards), their dependent brothers or sisters, their dependent parents, and their dependent grandparents; and (c) in no event shall any Residential Dwelling be occupied by more persons than the product of the total number of bedrooms contained in the Residential Dwelling multiplied by two (2). No Owner shall use or permit such Owner's Lot or Residential Dwelling to be used for any purpose that would (i)

void any insurance in force with respect to the Subdivision; (ii) make it impossible to obtain any insurance required by these Restrictions; (iii) constitute a public or private nuisance, which determination may be made by the Board in its sole discretion; (iv) constitute a violation of the Restrictions or any applicable law; (v) unreasonably interfere with the use and occupancy of the Subdivision by other Owners; or (vi) generate an unreasonable amount of vehicular traffic within the Subdivision. No garage sale, rummage sale, estate sale, moving sale or similar type of activity is permitted on any Lot for any length of time unless otherwise approved by the Association.

C. LEASING. Unless otherwise approved by Declarant, no Lot or Residential Dwelling or other Improvements on a Lot in City Park Section One (1) shall be leased. No Lot or Residential Dwelling or other Improvement on a Lot in any other section of City Park hereafter annexed and subjected to the provisions of this Declaration shall be leased unless otherwise expressly allowed in the document annexing the section and subjecting it to the provisions of this Declaration or unless otherwise approved by Declarant. Notwithstanding the forgoing, Declarant acknowledges and agrees that those certain Lots on which model homes will be constructed by Builder may be leased to Builder until such time as the model homes located on such Lots are sold to a third-party.

D. PASSENGER VEHICLES. Except as provided in Article II, Section 2.1, D, below, no Owner, lessee, tenant or occupant of a Lot, including all persons who reside with such Owner, lessee or occupant on the Lot, shall park, keep or store any vehicle on any Lot which is visible from any public street or Private Vehicular Pathway in the Subdivision or any neighboring Lot other than a passenger vehicle or pick-up truck and then only if parked on the driveway located on a Lot for a period not exceeding forty-eight (48) consecutive hours. For purposes of these Restrictions, the term "*passenger vehicle*" is limited to any vehicle which displays a passenger vehicle license plate issued by the State of Texas or which, if displaying a license plate issued by another state, would be eligible to obtain a passenger vehicle license plate from the State of Texas, and a sport utility vehicle used as a family vehicle; the term "*pick-up truck*" is limited to a three-quarter (3/4) ton capacity pick-up truck which has not been adapted or modified for commercial use. No passenger vehicle or pick-up truck owned or used by Owner, lessee or the occupants of a Lot shall be permitted to be parked overnight on any public street in the Subdivision. No guest of an Owner, lessee or other occupant of a Lot shall be entitled to park any passenger vehicle or pick-up truck overnight on any public street in the Subdivision, or on the driveway of a Lot, for a period longer than forty-eight (48) consecutive hours. No guest or invitee of an Owner, lessee or other occupant of a Lot shall park any vehicle on a Lot or on any public street in the Subdivision that is not a permitted vehicle or pick-up truck for any length of time except a guest or invitee that is providing some service to the Owner or occupant of the Lot and then only during the period of time necessary to provide that service. No Owner, lessee, tenant or occupant of a Lot, or guest of an Owner, lessee, tenant or occupant of a Lot, shall park any vehicle or otherwise obstruct on any Private Vehicular Pathway or public alley for any length of time or for any purpose. The Association shall have the right to cause any vehicle parked on a Private Vehicular Pathway to be towed in the manner provided in the Texas Transportation Code. No vehicle of any kind shall be parked on any unpaved portion of a Lot for any length of time or for any purpose.

E. OTHER VEHICLES. No mobile home trailers, recreational vehicles, boats or the like shall be parked, kept or stored on any public street or Private Vehicular Pathway in the Subdivision for any length of time or on the driveway of any Lot for more than twenty-four (24) hours in any fourteen (14) day period unless otherwise permitted in writing by the Board of Directors due to special circumstances (such as, by way of example and not in limitation, a recreational vehicle owned by a relative or guest that is visiting the Owner or occupant of the Lot) but then only at the location and for the duration specified by the Board.

F. VEHICLE REPAIRS. No passenger vehicle, pick-up truck, mobile home trailer, recreational vehicle, boat or other vehicle of any kind shall be constructed, reconstructed, or repaired on any Lot, public street or Private Vehicular Pathway within the Subdivision.

G. NUISANCES. No rubbish or debris of any kind shall be placed or permitted to accumulate upon or adjacent to any Lot and no odors shall be permitted to arise therefrom, so as to render any such Lot or any portion thereof unsanitary, unsightly, offensive or detrimental to any other Lot or to its occupants. No nuisance shall be permitted to exist or operate upon any Lot. For purposes of these Restrictions, a nuisance is any condition or activity that is offensive to a person of ordinary sensibilities. No exterior speakers, horns, whistles, bells or other sound devices, except security devices used exclusively for security purposes, shall be located, used or placed on any Lot. The Board of Directors of the Association shall have the authority to determine whether any activity or condition on a Lot constitutes a nuisance and its determination shall be binding on the Owner and occupant of the Lot.

H. REPAIR OF BUILDINGS. No Residential Dwelling or other Improvement on a Lot shall be permitted to fall into disrepair, and each such Residential Dwelling or other Improvement shall at all times be kept in good condition and repair and adequately painted or otherwise finished by the Owner of the Lot at such Owner's sole cost and expense. The exterior color scheme for the Improvements within the Subdivision, established by the Declarant at the time of original construction, must be preserved. Notwithstanding the foregoing, the Declarant shall have the authority to modify the exterior color scheme for Improvements within the Subdivision as long as it owns any Lot in the Subdivision.

I. TRASH CONTAINERS. In no event shall any containers for garbage or trash be maintained on a Lot so as to be visible from any street in the Subdivision, any Private Vehicular Pathway or any neighboring Lot except to make the same available for collection and then only the shortest time reasonably necessary to effect such collection. The type, style and size of such containers to be made available for collection must be approved by the Architectural Review Committee.

J. CLOTHES DRYING. No outside clothesline or other outside facilities for drying or airing clothes shall be erected, placed or maintained on any Lot.

K. RIGHT TO INSPECT. During reasonable hours, upon prior reasonable notice, Declarant, any member of the Architectural Review Committee, any member of the Board, or any authorized representative of any of them, shall have the right to enter upon and inspect any Lot, and the exterior of the Improvements thereon as reasonably necessary, for the purpose of ascertaining whether

or not the provisions of the Restrictions have been or are being complied with, and such persons shall not be deemed guilty of trespass by reason of such entry.

L. ANIMALS. No animals or birds, other than a maximum of two (2) generally recognized house or yard pets, shall be kept and/or maintained on any Lot and then only if they are kept thereon solely as domestic pets and not for commercial purposes. No animal that is exotic (except exotic birds, fish or reptiles or small mammals kept in cages or other enclosures) or a breed of animal that is commonly recognized as being vicious shall be kept and/or maintained on a Lot. The maximum aggregate weight of two (2) full grown pets maintained on a Lot shall not exceed one-hundred twenty pounds (120 lbs.). No unleashed dog is permitted on any public street in the Subdivision, any Private Vehicular Pathway or on the Common Area. No animal or bird shall be allowed to make an unreasonable amount of noise, or to become a nuisance. No structure for the care, housing or confinement of any animal or bird shall be maintained so as to be visible from any street in the Subdivision, any Private Vehicular Pathway or a neighboring Lot unless approved by the Architectural Review Committee. The Board shall have the authority to determine, in its sole and absolute discretion, whether, for the purposes of this paragraph, a particular animal or bird is a generally recognized house or yard pet, exotic or vicious, or a nuisance, and its determination shall be final.

M. DISEASES AND INSECTS. No Owner shall permit any thing or condition to exist upon any Lot which shall induce, breed or harbor infectious plant diseases or noxious insects.

N. RESTRICTION ON FURTHER SUBDIVISION. No Lot shall be further subdivided, and no portion less than all of any such Lot, nor any easement or other interest therein, shall be conveyed by any Owner without the prior written approval of the Board of Directors.

O. SIGNS. No signs whatsoever (including but not limited to commercial, political and similar signs) shall be erected or maintained on any Lot if visible from any street in the Subdivision, a Private Vehicular Pathway or a neighboring Lot except:

- (i) Signs erected by Declarant or Builder;
- (ii) Street signs and such other signs as may be required by law;
- (iii) During the time of construction of any Residential Dwelling or other Improvement, one (1) job identification sign not larger than twenty-four (24") inches in height and twenty-four inches (24") in width; and
- (iv) Not more than two (2) political signs having a face area not larger than four (4) square feet each for a period of time commencing three (3) weeks before the corresponding election day and ending two (2) days after the election day, unless otherwise provided by law.
- (v) After Declarant and Builder each cease to own any Lot in the Subdivision or if otherwise approved by Declarant in writing, one (1) sign advertising the Lot on which the sign is located "*For Sale*", not larger than thirty-eight (38) inches in width and twenty-eight (28) inches in height; provided that,

the permitted "*For Sale*" sign must be located in front of the garage on the Lot between the driveway and the interior side property line. Provided further that, the Owner of multiple Lots in the Subdivision is only entitled to display one (1) "*For Sale*" sign at any given time, it being the express intent of this provision to prohibit the Owner of multiple Lots in the Subdivision from displaying a "*For Sale*" sign on two (2) or more Lots owned by that Owner at the same time. No "*For Sale*" sign may be placed in the window of a Residential Dwelling.

- (vi) Home security signs and/or school spirit signs, if approved by the Architectural Review Committee, but then only in strict compliance with any Architectural Guidelines governing such signs.

With the exception of signs erected by the Declarant, a "*For Lease*" sign or similar type of sign marketing a Residential Dwelling for lease is prohibited either on a Lot or otherwise within the Subdivision. No sign may be erected or installed in any Private Vehicular Pathway or in any public street or right-of-way maintained by the Association. Any unauthorized sign on a Lot or sign erected in a Private Vehicular Pathway or public street or right-of-way maintained by the Association may be removed and disposed of by or at the direction of the Association without liability to any party. The Association shall have the authority to levy a fine in the amount of \$250.00 against any Owner or occupant of a Lot who, directly or indirectly through an agent or any other authorized representative, erects or places an unauthorized sign on a Lot, in a Private Vehicular Pathway or public street or right-of-way maintained by the Association and the Association shall have the authority (but not any obligation) to remove the sign if such Owner or occupant fails to remove the sign within two (2) days after written notice thereof is sent to such Owner or occupant. If the unauthorized sign is displayed in the window of a Residential Dwelling or other Improvement on a Lot or otherwise in a manner that it does not enable the Association to easily remove the sign (determined in the Association's discretion), the Association shall have the authority to levy a fine against the Owner and/or occupant of the Lot in the amount of \$250.00 for each day that the unauthorized sign is displayed if such Owner or occupant fails to remove the sign within two (2) days after written notice thereof is sent to such Owner or occupant. However, in no event, shall the Association be required to notify an Owner or occupant of a Lot to remove an unauthorized sign more than one (1) time in any consecutive 12 month period before exercising its remedies hereunder.

P. EXEMPTIONS. Nothing contained in this Declaration shall be construed to prevent the erection or maintenance by Declarant or Builder, or its duly authorized agents, of structures or signs necessary or convenient to the development, advertisement, sale, lease, operation or other disposition of property within the Subdivision. Moreover, any bank or other lender providing financing to Declarant or Builder in connection with the development of the Subdivision or Improvements thereon may erect signs on Lots owned by Declarant or Builder, as applicable, to identify such lender and the fact that it is supplying such financing. A sign erected by or at the direction of Declarant, the Builder or the Association may be located in the Common Area and on such Lots owned by Declarant, the Builder or the Association, as applicable, wherever such party deems appropriate. Further, as long as Declarant or Builder owns any Lot in the Subdivision, Declarant or Builder, as applicable, may use the Residential Dwelling on any Lot that it owns as a sales office for the purpose of promoting the sale of Lots and/or Residential Dwellings. Declarant and Builder shall be entitled to erect signage on any Lot

used by such party as a sales office as deemed necessary or appropriate by Declarant or Builder, in their sole discretion, to promote the sale of Lots and/or Residential Dwellings in the Subdivision.

SECTION 2.2. DECORATION, MAINTENANCE, ALTERATION AND REPAIRS.

A. DECORATIONS. Subject to the provisions of this Declaration, each Owner shall have the right to modify, alter, repair, decorate, redecorate or improve the Residential Dwelling on such Owner's Lot, provided that all such action is performed with a minimum inconvenience to other Owners and does not constitute a nuisance. Notwithstanding the foregoing, the Architectural Review Committee shall have the authority to require any Owner to remove or eliminate any object situated on such Owner's Residential Dwelling or other Improvement on the Lot, or the Lot itself, that is visible from any public street or Private Vehicular Pathway within the Subdivision or any other Lot, if, in the Architectural Review Committee's sole judgment, such object detracts from the visual attractiveness of the Subdivision or does not comply with the provisions of this Declaration.

B. MAINTENANCE. Each Owner shall maintain the Residential Dwelling and other Improvements on his Lot in good order and repair at all times. The Board of Directors, acting reasonably and in good faith, shall have the authority to determine whether the Residential Dwelling or any other Improvement on a Lot is being maintained in good order.

SECTION 2.3. TYPE OF CONSTRUCTION AND MATERIALS.

A. TYPES OF STRUCTURES. Except as otherwise expressly permitted in this Declaration, no Improvements shall be erected, altered, placed or permitted to remain on any Lot other than (i) one detached, single family Residential Dwelling not to exceed the height limitations set forth in Section 2.4, paragraph B, together with an attached or detached private garage and (ii) permitted accessory buildings, all of which are subject to prior written approval by the Architectural Review Committee.

B. STORAGE. Without the prior written consent of the Architectural Review Committee, no building materials of any kind or character shall be placed or stored upon any Lot more than thirty (30) days before the construction of a Residential Dwelling or other Improvement is commenced. All materials permitted to be placed on a Lot shall be placed within the property lines of the Lot. After the commencement of construction of any Residential Dwelling or other Improvement on a Lot, the work thereon shall be prosecuted diligently, to the end that the Residential Dwelling or other Improvement shall not remain in a partly finished condition any longer than reasonably necessary for completion thereof. Upon the completion of the construction, any unused materials shall be removed immediately from the Lot.

C. TEMPORARY STRUCTURES. No structures of a temporary character, trailer (with or without wheels and whether or not attached to a foundation), mobile home (with or without wheels and whether or not attached to a foundation), modular or prefabricated home, tent, shack, barn or any other out-building structure or building shall be placed on any Lot, either temporarily or permanently. No house, garage or other structure appurtenant thereto, shall be moved upon any Lot from another location. With the exception of a permitted play structure, no accessory building shall exceed eight feet (8') in height, measured from the ground to the highest point of the roof of the accessory building.

Any accessory building on a Lot must be located within the rear yard, behind a fence; provided that, an accessory building must be located within the boundaries of the Owner's Lot and no accessory building may be located nearer to a fence, Residential Dwelling or garage than four (4) feet. Except with respect to a play structure otherwise approved by the Architectural Review Committee, no accessory building shall have a ground floor area that exceeds one hundred (100) square feet. Notwithstanding the foregoing, Declarant reserves the exclusive right to erect, place and maintain (or to allow Builder the right to erect, place and maintain), such facilities in and upon the Property as in its sole discretion may be necessary or convenient during the period of and in connection with the sale of Lots, construction and sale of Residential Dwellings and construction of other Improvements in the Subdivision.

D. GARAGES. If the garage constructed on a Lot is substantially damaged or destroyed, it must be replaced in kind using materials that meet or exceed the quality of materials used at the time of original construction, and in strict accordance with any uniform specifications therefor promulgated by Declarant and recorded in the Official Public Records of Real Property of Harris County, Texas. Notwithstanding anything herein to the contrary, no garage shall be constructed on any Lot without the prior written consent of the Architectural Review Committee and no garage may be modified so as to deviate from the uniform specifications therefor promulgated by Declarant.

E. AIR CONDITIONERS. No window, roof or wall type air conditioner that is visible from any public street or Private Vehicular Pathway within the Subdivision or any neighboring Lot, shall be used, placed or maintained on or in any Residential Dwelling, garage or other Improvement.

F. ANTENNAS. Satellite dish antennas which are forty inches or smaller in diameter and antennas designed to receive television broadcast signals may be installed, provided they are installed in the least obtrusive and least visible location that allows reception of an acceptable quality signal. All other antennas are prohibited, unless expressly authorized in any Rules and Regulations adopted and recorded by the Association and then only in strict accordance with such Rules and Regulations.

G. EXTERIOR FINISH. The exterior of the front of the Residential Dwelling on each Lot must be comprised of not less than fifty-one percent (51%) brick or other masonry product (but not vinyl siding or substantially similar products). For purposes of this provision, stucco, including synthetic stucco, Hardi plank or similar material shall be considered a masonry material. Declarant shall have the authority to adopt uniform specifications for the acceptable grade or quality of vinyl siding or similar exterior materials which shall be adhered to in the construction of a Residential Dwelling. All brick, stonework and mortar must be approved by the Architectural Review Committee as to type, size, color and application. No concrete, concrete block or cinder block shall be used as an exposed building surface, (except roofing tiles as otherwise permitted by the Architectural Review Committee). Any concrete, concrete block or cinder block utilized in the construction of a Residential Dwelling or for retaining walls and foundations shall be finished in the same materials utilized for the remainder of the Residential Dwelling. Metal flashing, valleys, vents and gutters installed on a Residential Dwelling shall blend with the color of the exterior materials to which they are adhered or attached.

H. EXTERIOR LIGHTING. All exterior lighting on a Lot must be approved by the Architectural Review Committee as to type, location and illumination. If there is no street lighting

within the twenty (20) foot public alleys within the Property, the Builder is required to install a flood light fixture on the exterior of the garage. The type of light fixture, the type of illumination, and the location of the light fixture shall adhere to the uniform specifications promulgated by Declarant as long as Declarant owns a Lot in the Subdivision and thereafter by the Architectural Review Committee. The Owner of each Lot shall be required to maintain such installed light fixture at all times in good and functioning condition. In the event that the Owner of a Lot on which such a light fixture is to be maintained fails to maintain such light fixture in a functioning condition, the Association shall have the right, but not the obligation, after seven (7) days written notice, to go upon the Lot and install the required light fixture or replace or repair the existing light fixture without liability to the Owner or occupant of the Lot in trespass or otherwise. The Owner or occupant, as the case may be, agrees by the purchase or occupancy of such Lot, to pay all charges incurred by the Association to install, replace or repair the required light fixture, plus fifty percent (50%) of such costs for overhead and supervision, immediately upon receipt of an invoice for such costs. Payment of such costs shall be secured by the lien created in Article V of this Declaration.

I. MAILBOXES. It is anticipated that cluster mailboxes will be used in the Subdivision. The use of individual mailboxes, if any, must be first approved by the Architectural Review Committee and such mailboxes must be of a standard design approved by the Architectural Review Committee.

J. ROOFING. The type, color and quality of the materials to be used on the roof of a Residential Dwelling or other Improvement must be approved in writing by the Architectural Review Committee prior to construction or installation. The Architectural Review Committee shall have the right to establish specific requirements for the pitch of any roof and the type of roofing materials which may be utilized for any Residential Dwelling. No solar or other energy collection panel, equipment or device shall be installed or maintained on any Lot or Residential Dwelling, including, without limitation, the roof of any Residential Dwelling, if visible from any public street or Private Vehicular Pathway, unless otherwise approved by the Architectural Review Committee. All vents, stacks and other projections from the roof of any Residential Dwelling shall, to the extent possible, be located on the rear roof of such Residential Dwelling.

K. WINDOW TREATMENTS AND DOORS. Reflective glass shall not be permitted on the exterior of any Residential Dwelling or any other Improvements. No foil or other reflective materials shall be installed on any windows or used for sunscreens, blinds, shades or other purposes except as approved in writing by the Architectural Review Committee. A sunscreen may be applied to a window provided that it is gray in tone or color and it is approved in writing by the Architectural Review Committee prior to application. Burglar bars or doors shall not be permitted on the exterior of any windows or doors. Screen doors shall not be used on the front or side of any Residential Dwelling. No aluminum or metal doors with glass fronts (e.g., storm doors) shall be allowed on the front of any Residential Dwelling. Drapes, linings and all other types of window coverings which are visible from any public street, Private Vehicular Pathway or any neighboring Lot must be white or beige or some other neutral color approved by the Architectural Review Committee.

L. UTILITY METERS AND HVAC EQUIPMENT. All electrical, gas, telephone and cable television meters shall be located, to the extent possible, in the least obtrusive location. All exterior heating, ventilating and air-conditioning compressor units and equipment shall be located at

the rear of the Residential Dwelling or at the side of the Lot screened from view in a manner approved by the Architectural Review Committee.

M. PLAY STRUCTURES. Free-standing play structures are permitted only with the approval of the Architectural Review Committee; provided that, in no event shall a permitted play structure exceed ten (10) feet in height, measured from the ground to the highest point of the play structure and in no event shall a platform of a free-standing play structure extend above the ground by more than five (5) feet. Any canopy on a play structure shall be a solid color approved by the Architectural Review Committee; a multi-colored canopy is not permitted. A play structure on a Lot must be located within the boundaries of the Owner's Lot within the enclosed fenced area and may not be nearer to a fence, Residential Dwelling, or garage than four (4) feet.

N. LANDSCAPING.

1) The landscaping plan for each Lot shall be submitted to the Architectural Review Committee for approval pursuant to the provisions of Article III.

(2) The portion of the yard of each Lot outside the fence shall be sodded with grass, unless otherwise approved by the Architectural Review Committee; provided that, in no event shall any portion of a yard that is outside the fence or visible from a public street within the Subdivision, a Private Vehicular Pathway or a neighboring Lot be solid rock or similar type of hardscape, without the prior written approval of the Architectural Review Committee.

(3) All landscaping for a Lot shall be completed in accordance with the landscaping plan approved by the Architectural Review Committee no later than thirty (30) days following the issuance of a certificate of occupancy for the Residential Dwelling situated thereon.

(4) No hedge or shrubbery planting which obstructs sight-lines of streets shall be placed or permitted to remain on any Lot where such hedge or shrubbery interferes with traffic sight-lines for public streets or Private Vehicular Pathway within the Subdivision. The determination of whether any such obstruction exists shall be made by the Architectural Review Committee, and its determination shall be final, conclusive and binding on all Owners.

(5) No rock, rock walls or other substances shall be placed on any Lot as an obstructive yard border or to prevent vehicles from parking on or pedestrians from walking on any portion of such Lot or to otherwise impede or limit access to the same. No bird baths, foundations, reflectors, flag poles, statues, lawn sculptures, artificial plants, rock gardens, rock walls, free-standing bird houses or other fixtures and accessories shall be placed or installed within the yard of any Lot if visible from any public street or Private Vehicular Pathway, without the prior written approval of the Architectural Review Committee.

(6) No vegetable, herb or similar gardens or plants shall be planted or maintained in the yard of a Lot if visible from any public street or Private Vehicular Pathway.

(7) No Owner shall allow the grass on his Lot (for which the Owner is responsible pursuant to Paragraph Q of this Section) to grow to a height in excess of four (4) inches, measured from the surface of the ground.

(8) Seasonal or holiday decorations (e.g., Christmas trees and lights, pumpkins, Easter decorations) shall be removed from each Lot or Residential Dwelling within thirty (30) days after the holiday passes.

(9) No Owner or occupant of a Lot shall plant any plants, flowers, herbs, vegetables, shrubbery or trees or construct or place any improvements on any portion of the Common Area.

O. SWIMMING POOLS AND OTHER AMENITY STRUCTURES. No swimming pool, whether in-ground or above-ground, outdoor hot tub, reflecting pond, fountain, sauna, whirlpool, lap pool, and other amenity structure may be constructed, installed, and maintained on any Lot without the prior written approval of the Architectural Review Committee. The Architectural Review Committee shall have the authority to adopt guidelines relating to the construction of swimming pools, other outdoor water features and other amenities on Lots in the Subdivision. An above-ground swimming pool must be located within the boundaries of the Owner's Lot and in no event shall an above-ground swimming pool be located nearer to a Residential Dwelling, garage or fence than four (4) feet.

P. DRIVEWAYS AND SIDEWALKS. The driveway and sidewalk on each Lot shall be constructed of concrete. Other materials (e.g., brick or stone) may be used but only if approved by the Architectural Review Committee. All driveways and sidewalks shall be paved; chert, gravel and loose stone driveways and sidewalks are prohibited. No driveway or sidewalk shall be painted or stained without the prior written approval of the Architectural Review Committee. The driveway within the boundaries of a Lot, and any portion of a driveway serving a single Lot which extends from the Lot across an unpaved portion of a Private Vehicular Pathway, shall be maintained by the Owner of the Lot. All sidewalks within Common Area shall be maintained by the Association; all other sidewalks shall be maintained by the Owner of the Lot on which the sidewalk is situated. No sidewalk that leads to the front door of a Residential Dwelling may be covered with brick, flagstone or any similar type of material and no such sidewalk shall be painted or stained, unless otherwise approved in writing by the Architectural Review Committee.

Q. LOT MAINTENANCE. The Association shall as a Common Area expense to be paid out of the Maintenance Fund, be responsible for mowing and edging the grass outside of the enclosed fenced areas of the yards of all Lots in the Subdivision, but in all instances only to the face of any landscape bed on a Lot. The Association's Lot maintenance responsibility shall not include the obligation to water the grass; rather, the Owner of each Lot shall be responsible for watering the grass in the yard of his Lot as necessary to preserve growth. In the event that the Owner of a Lot fails to appropriately water the grass on his Lot, the Association may, at its option, without liability to the Owner or occupant in trespass or otherwise, enter upon said Lot and water and replace the grass as may be necessary. The Owner or occupant, as the case may be, agrees by the purchase or occupancy of such Lot, to pay all charges incurred by the Association to water and replace the grass on Owner's Lot plus fifty percent (50%) of such costs for overhead and supervision, immediately upon receipt of

an invoice for such costs. Payment of such costs shall be secured by the lien created in Article V of this Declaration.

The Owner or occupant of a Lot shall at all times keep all landscape beds maintained in a reasonably attractive manner, free of weeds, debris and dead or diseased shrubs and trees. In addition, the Owner or occupant of each Lot shall keep the grass in the portion of the yard enclosed by a fence cut in a sanitary, healthful and attractive manner. In no event shall an Owner or occupant of a Lot use any Lot for the storage of materials and equipment (except for normal residential requirements or incident to construction of Improvements thereon as herein permitted) or permit the accumulation of garbage, trash or rubbish of any kind thereon. The Owner or occupant of a Lot shall not burn anything on any Lot, except in fireplaces approved by the Architectural Review Committee. The Owner or occupant of a Lot at the intersection of streets, where the yard or portion of the Lot is visible to full public view shall construct and maintain a suitable enclosure approved in writing by the Architectural Review Committee to screen the following from public view: yard equipment, wood piles and storage piles that are incident to the normal residential requirements of a typical family. In the event that the Owner or occupant of a Lot fails to maintain his Lot in a sanitary, healthful and attractive manner, the Association may, after ten (10) days written notice to the Owner or occupant of the Lot, at its option, without liability to the Owner or occupant of the Lot in trespass or otherwise, enter upon said Lot and clean and weed the landscape beds, remove any dead or diseased shrubs or trees, mow and edge the grass, trim bushes and trees, remove any trash or debris, and do anything else necessary or desirable to secure compliance with this Declaration and may charge the Owner and/or occupant of the Lot for the cost of such work. The Owner or occupant, as the case may be, agrees by the purchase or occupancy of such Lot, to pay such charges, plus fifty percent (50%) of such costs and overhead and supervision immediately upon receipt of the corresponding statement. Payment of such charges shall be secured by the lien against the Lot in question created in Article V of this Declaration.

R. EXTERIOR COLORS. Iridescent colors or tones considered to be brilliant are not permissible. For the purpose of this paragraph, "*brilliant*" is construed to mean a color that is not in the general texture of both the overall community and natural setting of the Subdivision. The purpose of this covenant is to maintain harmony of the exterior paint colors of the Residential Dwellings and/or other Improvements throughout the Subdivision. All colors used on the exterior of any Residential Dwelling or other Improvement on a Lot must be consistent with the colors used at the time of original construction, it being the express intent of Declarant to preserve the original color scheme for Residential Dwellings and other Improvements in the Subdivision.

S. BASKETBALL GOALS. A pole-mounted or wall or roof mounted basketball goal may not be installed on a Lot without the prior written approval of the Architectural Review Committee. Upon reviewing an application for a pole-mounted or wall or roof mounted basketball goal, the Architectural Review Committee is expressly authorized to consider, in addition to all other factors, the location of the proposed basketball goal in relation to the Residential Dwelling on any adjacent Lot and the potential impact on the Owner or occupant of any adjacent Lot with regard to noise. All basketball goals, whether pole-mounted, roof or wall mounted, or portable, must comply with the provisions of the recorded Architectural Guidelines. A portable basketball goal may not be located nearer to the front property line than the front wall of the Residential Dwelling, whether or not in use.

T. STORAGE OF PERSONAL PROPERTY. Items of personal property including, without limitation, lawn furniture, bar-b-cue grills, toys, automobile parts and accessories, tools, lawn

equipment and similar items must be kept out of view from a public street, a Private Vehicular Pathway and Common Area.

SECTION 2.4. SIZE AND LOCATION OF RESIDENCES.

A. MINIMUM ALLOWABLE AREA OF INTERIOR LIVING SPACE. The minimum allowable area of interior living space in a Residential Dwelling on a Type A Lot shall be nine hundred (900) square feet. The minimum allowable area of living space in a Residential Dwelling on a Type B Lot shall be one thousand one hundred (1,100) square feet. The minimum allowable area of living space in a Residential Dwelling on a Type C Lot shall be one thousand four hundred (1,400) square feet. For purposes of these Restrictions, the term "*interior living space*" excludes steps, porches, exterior balconies and garages.

B. MAXIMUM ALLOWABLE HEIGHT OF BUILDING. No Residential Dwelling shall exceed a reasonable height required for two (2) stories of living space (above finished grade) plus a pitched roof. No Residential Dwelling shall have more than two (2) stories of living space above finished grade except in a case where a third (3rd) story of living space is contained within the volume defined by the roof plans of the Residential Dwelling. Notwithstanding the foregoing, no Residential Dwelling shall exceed a height of forty-five feet (45') above finished grade.

C. LOCATION OF IMPROVEMENTS - SETBACKS. No Residential Dwelling, garage or Improvement on any Lot other fencing and/or landscaping approved by the Architectural Review Committee shall be located nearer to the front building line than that shown on the Plat. Except as provided below, no Residential Dwelling, garage or Improvement other than approved fencing and/or landscaping on any Lot shall be located nearer to the rear property line than ten (10) feet. No Residential Dwelling, garage or Improvement other than approved fencing and/or landscaping on any Lot shall be located nearer to a side property line than three (3) feet, except a corner lot in which case no Residential Dwelling, garage or Improvement other than approved fencing and/or landscaping shall be located nearer to the side property line adjacent to the side street than that shown on the Plat. No garage on a Type A Lot shall be nearer to the rear property line than four (4) feet. The Architectural Review Committee may grant variances from these setbacks, in the manner provided in Article III, Section 3.12, when, in its sole discretion, a variance is deemed necessary or appropriate.

SECTION 2.5. WALLS AND FENCES.

A. FENCES. Except for the limited purpose and duration set forth in Paragraph C of this Section, no fence or wall on a Lot shall be constructed of chain link or wire. In those instances in which privacy fences are installed, in no case may the privacy fence extend beyond the front wall of the Residential Dwelling. No wall, hedge, pergola, or attached or detached structure shall be erected, grown or maintained on any part of the Lot which is in excess of eight (8) feet in height. The type of materials utilized for (including the color thereof) and the location of all fences, walls, hedges, pergolas and other structures must be approved by the Architectural Review Committee; provided that, the materials used in the construction of a fence which replaces a fence constructed at the time of original construction of the Residential Dwelling must be visually compatible with the materials used to construct the original fence, it being the express intent of Declarant to preserve uniformity in fence materials.

B. MAINTENANCE OF FENCES. Ownership of any wall or fence erected on a Lot shall pass with title to such Lot and it shall be the Lot Owner's responsibility to maintain such wall or fence. If a fence is located on the property line separating two (2) Lots, the Owners of the two (2) Lots shall have equal responsibility to maintain, repair and/or replace the fence. In the event the Owner or occupant of any Lot fails to maintain said wall or fence and such failure continues after thirty (30) days' written notice thereof from the Association, Declarant, Builder or any of their respective successors or assigns, Declarant, Builder or the Association, may, at their option, without liability to the Owner or occupant in trespass or otherwise, enter upon said Lot and cause the fence or wall to be repaired or maintained or to do any other thing necessary to secure compliance with these Restrictions, and to place said wall or fence in a satisfactory condition, and may charge the Owner or occupant of such Lot for the cost of such work. The Owner or occupant, as the case may be, agrees by the purchase or occupancy of such Lot, to pay such charge plus fifty percent (50%) of such costs for overhead and supervision, immediately upon receipt of the corresponding statement. Payment of such charges shall be added to the Owner's assessment account and secured by the lien against the Lot in question created in Article V of this Declaration. The construction of an original permanent fence on a Lot shall establish the required location for the fence. A replacement fence must be located on a Lot at the same location as the original fence.

C. FENCES ERECTED BY DECLARANT OR BUILDER. Declarant (or Builder with Declarant's prior written consent) shall have the right, but not the obligation, to construct fences and/or berms within or around the Common Area of the Subdivision which are deemed by Declarant to enhance the appearance of the Subdivision. An Owner shall be responsible for any damage to a fence or wall constructed by or at the direction of the Declarant or Builder which is caused by such Owner or his family members, or the negligent, but not the intentional, acts of his guests, agents or invitees. The Association shall maintain the area between the fence erected along the perimeter of the Subdivision, if any, and the paved public right of way.

Notwithstanding the foregoing, if substantial completion of Residential Dwelling on a Lot is effected prior to the commencement of construction of a Residential Dwelling on an adjacent Lot, Declarant (and Builder, if Builder owns the Lot on which the completed Residential Dwelling is located) shall have the right, but not the obligation, to erect a chain link, wood or plastic fence on the Lot on which the Residential Dwelling that is substantially complete exists for the maximum period of time specified herein. The purpose of this provision is to allow a temporary chain link, wood or plastic fence to be erected to avoid damage to the permanent fencing which would otherwise be required once the construction of a Residential Dwelling on the adjacent Lot commences. Any such chain link, wood or plastic fence erected by Declarant or Builder must be erected within sixty (60) days after the date of substantial completion of the Residential Dwelling on the Lot. For the purpose of this provision, "*substantial completion*" means the date the Residential Dwelling is ready for occupancy. Any chain link, wood or plastic fence erected on a Lot by Declarant or Builder pursuant to this paragraph must be replaced with a permanent fence (a) within 300 days after the date that the fence is erected, if the construction of a Residential Dwelling on the adjacent Lot has not commenced as of the expiration of such 300 day period, or (b) at the time of substantial completion of the Residential Dwelling on the adjacent Lot, if the construction of the Residential Dwelling on the adjacent Lot commences prior to the expiration of the 300 day period. If Declarant or Builder commences the construction of permanent fencing along a perimeter of the Subdivision (i.e., parallel to a street adjacent to the

Subdivision), neither Declarant nor Builder shall be obligated to erect fencing along any other perimeter of the Subdivision. If Declarant (or Builder with Declarant's prior written consent), in its sole discretion, elects to construct any additional perimeter fencing, Declarant or Builder, as appropriate, may wait to construct the perimeter fencing until Residential Dwellings on all Lots along that perimeter of the Subdivision have been substantially completed.

SECTION 2.6. RESERVATIONS AND EASEMENTS.

A. UTILITY EASEMENTS. Declarant reserves the utility easements, roads and rights-of-way shown on the Plat for the construction, addition, maintenance and operation of all necessary utility systems including systems of electric light and power supply, telephone service, cable television service, gas supply, water supply and sewer service, including systems for utilization of services resulting from advances in science and technology. In addition, there is hereby created an easement upon, across, over and under all of the Subdivision (including, without limitation, the Common Areas and the Lots) for the purpose of installing, replacing, repairing and maintaining any and all utilities (including, without limitation, water, wastewater, gas, electrical, telephone, and cable) and an easement for ingress and egress in connection therewith. By virtue of this easement, Declarant may allow the Utility Companies and other entities supplying services to install and maintain pipes, wires, conduits, service lines, or other utility facilities or appurtenances thereto, under the land within the utility easements now or from time to time existing and from service lines situated within such easements to the point of service on or in any structure, and Declarant may assign or convey easements to the Utility Companies or such other entities over such areas and for such purposes. In the event that any Utility Company or other entity providing utility services damages or destroys any landscaping within the Common Area upon the exercise of its rights hereunder or under any separate easement, it shall be the responsibility of the Association to repair and/or replace such landscaping. However, nothing herein shall be construed to waive or release any right of subrogation the Association may have against such Utility Company or other entity. Notwithstanding anything contained in this Section 2.6.A., no utilities or appurtenances thereto may be installed or relocated on the Subdivision until approved by Declarant.

B. ADDITIONAL EASEMENTS. Declarant reserves the right to impose further restrictions and dedicate additional easements and roadway rights of way by instrument recorded in the Official Public Records of Real Property of Harris County, Texas or by express provisions in conveyances, with respect to Lots that have not been sold by Declarant.

C. CHANGES TO EASEMENTS. Declarant reserves the right to make changes in and additions to all easements for the purpose of aiding in the most efficient and economic installation of utility systems.

D. MINERAL RIGHTS. It is expressly agreed and understood that the title conveyed by Declarant to any Lot or parcel of land in the Subdivision by contract, deed or other conveyance shall not in any event be held or construed to include the title to any oil, gas, coal, lignite, uranium, iron ore, or any other minerals, water (surface or underground), gas, sewer, storm sewer, electric light, electric power, telegraph or telephone lines, poles or conduits or any utility or appurtenances thereto constructed by or under authority of Declarant or its agents or Utility Companies through, along or upon said easements or any part thereof to serve said Lot or parcel of land or any other portions of the

Subdivision. Declarant hereby expressly reserves the right to maintain, repair, sell or lease such lines, utilities, drainage facilities and appurtenances to any public service corporation or other governmental agency or to any other party. Notwithstanding the fact that the title conveyed by Declarant to any Lot or parcel of land in the Subdivision by contract, deed, or other conveyances shall not be held or construed to include the title to oil, gas, coal, lignite, uranium, iron ore or any other minerals, Declarant shall have no surface access to the Property for mineral purposes.

E. MUD RECEIVABLES. Declarant hereby expressly reserves and retains its rights to receive any and all reimbursements and other payments from Harris County Municipal Utility District No. 390 or any other municipal utility district in connection with the development of the Subdivision.

F. DRAINAGE. Except as shown on the drainage plan for the Subdivision, if any, no Owner of a Lot shall be permitted to construct Improvements on such Lot or to grade such Lot or permit such Lot to remain in or be placed in such condition that water on such Lot drains to any other Lot or Common Area. The Declarant (or Builder with Declarant's prior written consent) may, but shall not be required to, install drainage inlets or underground drains within the utility easement on one or more Lots and/or in the Common Area. If so, no Owner shall in any manner alter, obstruct or interfere with such drainage system. There is hereby created an easement upon, across, over and under all of the Subdivision for ingress and egress for the purpose of correcting any drainage problem. By virtue of this easement, Declarant (or Builder with Declarant's prior written consent) shall have the authority, but not the obligation, to go upon any Lot or Common Area to install drainage inlets or underground drains or to grade the property to correct any drainage problem, as Declarant deems appropriate.

G. COMMON AREA. The Common Area is reserved for the common use, benefit and enjoyment of the Owners, subject to such reasonable Rules and Regulations governing the use thereof as may be promulgated by the Association. An Owner's right to use the Common Area is appurtenant to title to a Lot. Each Owner shall observe and comply with any reasonable Rules and Regulations promulgated and published by the Association relating to the Common Area and shall be deemed to acknowledge and agree that all such Rules and Regulations, if any, are for the mutual and common benefit of all Owners. Declarant shall have the right to add property to the Common Area; provided that such additional property is free and clear of all encumbrances. The Common Area may not be mortgaged or conveyed without the consent of Declarant and at least two-thirds (2/3) of the Lot Owners, excluding Declarant. Any conveyance or encumbrance of Common Area which provides ingress or egress to a Residential Dwelling shall be subject to the Owner's easement rights. Except as otherwise specifically provided in this Declaration, all Common Area shall be maintained by the Association.

H. ELECTRIC DISTRIBUTION SYSTEM. An electric distribution system will be installed in the Subdivision, which service area includes all of the Lots which are platted in the Subdivision. This electrical distribution system shall consist of overhead primary feeder circuits constructed on wood or steel poles, single or three phase, as well as underground primary and secondary circuits, pad mounted or other types of transformers, junction boxes, and such other appurtenances as shall be necessary to make underground service available. In the event that there are constructed within the Subdivision structures containing multiple dwelling units such as townhouses, duplexes or apartments, then the underground service area includes all of the dwelling units involved. The Owner of each Lot containing a single dwelling unit, shall, at his or its own cost, furnish, install, own and maintain (all in accordance with the requirements of local governing authorities and the

National Electrical Code) the underground service cable and appurtenances from the point of electric company's metering at the 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. Declarant has either by designation on the plat of the Subdivision granted, or by separate instrument may grant, necessary easements to the electric company providing for the installation, maintenance and operation of its electric distribution system and has also granted to the various homeowners reciprocal easements providing for access to the area occupied by and centered on the service wires of the various homeowner's to permit installation, repair and maintenance of each homeowner's owned, and installed service wires. In addition, the Owner of each Lot containing a single dwelling unit, shall, at his or its own cost, furnish, install, own and maintain a meter loop (in accordance with the then current Standards and Specifications of the electric company furnishing service) for the location and installation of the meter of such electric company for each dwelling unit involved. For so long as service is maintained, the electric service to each dwelling unit therein shall be uniform in character and exclusively of the type known as single phase, 120/240 volt, three wire, 60 cycle, alternating current.

The provisions of this Subparagraph G also apply to any future residential development in the Property.

I. REAR YARDS. The rear yard of each Lot will be enclosed by a fence at the time of original construction of the Residential Dwelling. The area enclosed by a fence for the use and benefit of the Owner or occupant of a particular Lot shall include a portion of an adjacent Lot. The portion of the adjacent Lot enclosed by a fence at the time of original construction shall be shown on a survey attached to the deed conveying the Lot to the Owner who is entitled to the use and benefit of such area. The area shall also be shown on a survey attached to the deed conveying the subject Lot. There is hereby established and dedicated for the use of the Owner of each Lot a limited perpetual easement over and upon that portion of the adjacent Lot enclosed by a fence and depicted in the surveys attached to the deeds. Each easement is for the purpose of planting grass, flowers and shrubbery, and maintaining and repairing the fence thereon. The Owner of the Lot subject to the easement shall not have the right to remove or relocate the fence or otherwise interfere with the adjacent Lot Owner's right to use the easement. In the event that the portion of the fence on a Lot which solely benefits the owner of the easement requires repair and/or replacement, it shall be the responsibility of the owner of the easement to repair and/or replace the fence at his sole cost and expense and in accordance with Section 2.5, paragraph A, of this Declaration. The maintenance, repair and replacement of that portion of the fence enclosing the rear of a Lot which benefits not only the owner of the easement, but also the Owner of the Lot, shall be the responsibility of both Owners and the cost of repairing and replacing any such portion of the fence shall be shared equally. Notwithstanding the provisions of this paragraph, the Owner of a Lot shall at all times have access to the portion of his Lot enclosed by a fence for the use and benefit of the Owner of the adjacent Lot if reasonably necessary to enable the Owner to maintain and/or repair the Residential Dwelling or any other Improvements on his Lot; provided that, except in the event of a bona fide emergency, access to the portion of the Owner's Lot enclosed by a fence for the use and benefit of the Owner of the adjacent Lot shall not be exercised without at least seventy-two (72) hours notice to the Owner or occupant of the adjacent Lot.

ARTICLE III
Architectural Approval

SECTION 3.1. ARCHITECTURAL REVIEW COMMITTEE. As used in this Declaration, the term "*Architectural Review Committee*" shall mean a committee of three (3) members, all of whom shall be appointed by Declarant, except as otherwise set forth herein. Declarant shall have the continuing right to appoint all three (3) members until the date Declarant elects to discontinue such right of appointment by written notice to the Board. Thereafter, the Board shall have the right to appoint all members. As long as Declarant has the authority to appoint members of the Architectural Review Committee, members of the Architectural Review Committee may, but need not, be Members of the Association. After Declarant's authority to appoint members of the Architectural Review Committee ceases, members of the Architectural Review Committee must be Members of the Association. Members of the Architectural Review Committee appointed by Declarant may be removed at any time and shall serve until resignation or removal by Declarant. Members of the Architectural Review Committee appointed by the Board may be removed at any time by the Board, and shall serve for such term as may be designated by the Board or until resignation or removal by the Board. The Architectural Review Committee shall have the right to designate a "*Committee Representative*" by recordation of a notice of appointment in the Official Public Records of Real Property of Harris County, Texas, which notice must contain the name, address, and telephone number of the Committee Representative. All third parties shall be entitled conclusively to rely upon such person's actions as the actions of the Architectural Review Committee itself until such time as the Architectural Review Committee shall record a notice of revocation of such appointment in the Official Public Records of Real Property of Harris County, Texas.

SECTION 3.2. APPROVAL OF IMPROVEMENTS REQUIRED. In order to preserve the architectural and aesthetic appearance and the natural setting and beauty of the development, to establish and preserve a harmonious design for the development, and to protect and promote the value of the Property, the Lots and Residential Dwellings and all Improvements thereon, no Improvements of any nature shall be commenced, erected, installed, placed, moved onto, altered, replaced, relocated, permitted to remain on or maintained on any Lot or Residential Dwelling by any Owner, other than Declarant, which affect the exterior appearance of any Lot or Residential Dwelling unless plans and specifications therefor have been submitted to and approved by the Architectural Review Committee in accordance with the terms and provisions of this Article. Without limiting the foregoing, the construction and installation of any dwellings, sidewalks, driveways, parking lots, mailboxes, decks, patios, courtyards, landscaping, irrigation, swimming pools, greenhouses, play structures, awnings, walls, fences, exterior lights, garages, carports, or any other accessory building, shall not be undertaken, nor shall any exterior addition to or change or alteration be made (including, without limitation, painting or staining of any exterior surface) to any Residential Dwelling or Improvements, unless the plans and specifications for the same have been submitted to and approved by the Architectural Review Committee in accordance with the terms and provisions of this Article.

The Architectural Review Committee is hereby authorized and empowered to approve all plans and specifications and the construction of all Residential Dwellings and other Improvements on any part of the Property and the Builder of such Improvements. Prior to the commencement of any Residential Dwelling or other Improvements on any Lot or Residential Dwelling, the Owner thereof

shall submit to the Architectural Review Committee plans and specifications and related data for all such improvements, which shall include the following:

- (i) A check in the amount of the then applicable Submission Fee (defined below), if any, made payable to "*City Park Homeowners Association, Inc.* "
- (ii) Two (2) copies of an accurately drawn and dimensioned site development plan indicating the location of any and all Improvements, including, specifically, the Residential Dwelling to be constructed on said Lot, the location of all driveways, walkways, decks, terraces, patios and outbuildings and the relationship of the same to any set-back requirements applicable to the Lot or Residential Dwelling.
- (iii) Two (2) copies of a foundation plan, floor plans and exterior elevation drawing of the front, back, and sides of the Residential Dwelling or other Improvement to be constructed on the Lot.
- (iv) Two (2) copies of written specifications and, if requested by the Architectural Review Committee, samples indicating the nature, color, type, shape, height and location of all exterior materials to be used in the construction of the Residential Dwelling or other Improvement on such Lot, including, without limitation, the type and color of all brick, stone, stucco, roofing and other materials to be utilized on the exterior of a Residential Dwelling or other Improvement and the color of paint or stain to be used on all doors, shutters, trim work, eaves and cornices on the exterior of such Residential Dwelling or other Improvement.
- (v) Two (2) copies of the lighting plan, including specifications, for any exterior lighting to be utilized with respect to such Lot or Residential Dwelling.
- (vi) Two (2) copies of the landscaping and irrigation plans prior to the installation of any landscaping or irrigation.
- (vii) A written statement of the estimated date of commencement, if the proposed Improvement is approved, and the estimated dated of completion.
- (viii) Such other plans, specifications or other information or documentation as may be required by the Architectural Guidelines or reasonably requested by the Architectural Review Committee.

The Architectural Review Committee shall, in its sole discretion, determine whether the plans and specifications and other data submitted by any Owner for approval are acceptable. One copy of all plans, specifications and related data so submitted to the Architectural Review Committee shall be retained in the records of the Architectural Review Committee and the other copy shall be returned to the Owner submitting the same marked "*approved*", "*approved as noted*" or "*disapproved*". The Architectural Review Committee shall establish and change from time to time, if deemed appropriate, a fee sufficient to cover the expense of reviewing plans and related data and to compensate any consulting architects, landscape architects, designers, engineers, inspectors and/or attorneys retained in

order to approve such plans and specifications and to monitor and otherwise enforce the terms hereof ("the *Submission Fee*").

The Architectural Review Committee shall have the right to disapprove any plans and specifications upon any ground which is consistent with the objectives and purposes of this Declaration, including purely aesthetic considerations; any failure to comply with any of the provisions of this Declaration or the Architectural Guidelines; failure to provide requested information; objection to exterior design, appearance or materials; objection on the ground of incompatibility of any such proposed Improvement with the scheme of development proposed for the Subdivision; objection to the location of any proposed Improvements on any such Lot or Residential Dwelling; objection to the landscaping plan for such Lot or Residential Dwelling; objection to the color scheme, finish, proportions, style of architecture, height, bulk or appropriateness of any Improvement; or any other matter which, in the sole judgment of the Architectural Review Committee, would render the proposed Improvement inharmonious with the general plan of development contemplated for the Subdivision. The Architectural Review Committee shall have the right to approve any submitted plans and specifications with conditions or stipulations by which the Owner of such Lot or Residential Dwelling shall be obligated to comply and must be incorporated into the plans and specifications for such Improvements or Residential Dwelling. Approval of plans and specifications by the Architectural Review Committee for Improvements to one particular Lot or Residential Dwelling shall not be deemed an approval or otherwise obligate the Architectural Review Committee to approve similar plans and specifications of any of the features or elements for the Improvements for any other Lot or Residential Dwelling within the Subdivision.

Any revisions, modifications or changes in any plans and specifications previously approved by the Architectural Review Committee must be approved by the Architectural Review Committee in the same manner specified above, it being the intent to require an Improvement to be constructed in strict accordance with the originally approved plans unless revisions, modifications or changes to the originally approved plans are subsequently approved by the Architectural Review Committee.

If construction of the Residential Dwelling or the Improvements has not substantially commenced (e.g., by clearing and grading, pouring of footing and otherwise commencing framing and other related construction work) within one hundred eighty (180) days of approval by the Architectural Review Committee of the plans and specifications for such Residential Dwelling or other Improvements, then no construction may be commenced (or continued) on such Lot or Residential Dwelling and the Owner of such Lot or Residential Dwelling shall be required to resubmit all plans and specifications for any Residential Dwelling or other Improvements to the Architectural Review Committee for approval in the same manner specified above.

SECTION 3.3. ADDRESS OF COMMITTEE. The address of the Architectural Review Committee shall be at the principal office of the Association or such other address as may be designated from time to time by the Architectural Review Committee by notice recorded in the Official Public Records of Real Property of Harris County, Texas.

SECTION 3.4. ARCHITECTURAL GUIDELINES. The Architectural Review Committee from time to time may promulgate, supplement or amend the Architectural Guidelines, which provide an outline of minimum acceptable standards for proposed Improvements; provided, however, that such

outline will serve as a minimum guideline only and the Architectural Review Committee may impose other requirements in connection with its review of any proposed Improvements. If the Architectural Guidelines impose requirements that are more stringent than the provisions of this Declaration, the provisions of the Architectural Guidelines shall control.

SECTION 3.5. FAILURE OF COMMITTEE TO ACT ON PLANS. Any request for approval of a proposed Improvement on a Lot shall be deemed approved by the Architectural Review Committee, unless disapproval or a request for additional information or materials is transmitted to the Owner by the Architectural Review Committee within forty-five (45) days after the date of actual receipt by the Architectural Review Committee of the request. If the Architectural Review Committee requests additional information or materials from an Owner in writing within the specified forty-five (45) day period, the Owner's request shall be deemed denied, whether so stated in the written communication or not, and a new forty-five (45) day period for review shall not commence until the date of actual receipt by the Architectural Review Committee of the requested information or materials. No such deemed approval shall operate to permit any Owner to construct or maintain any Improvement on a Lot that violates any provision of this Declaration or the Architectural Guidelines, the Architectural Review Committee at all times retaining the right to object to any Improvement on a Lot that violates any provision of this Declaration or the Architectural Guidelines. After the date that the Board of Directors obtains the authority to appoint the members of the Architectural Review Committee, an Owner shall have the right to appeal any adverse decision of the Architectural Review Committee to the Board of Directors. The Board of Directors shall have the authority to adopt procedures for appeals of decisions of the Architectural Review Committee. In the event of an appeal, the decision of the Board of Directors shall be final, conclusive and binding.

SECTION 3.6. PROSECUTION OF WORK AFTER APPROVAL. After approval of any proposed Improvement on a Lot, the proposed Improvement shall be prosecuted diligently and continuously and shall be completed within the time frame approved by the Architectural Review Committee and in strict conformity with the description of the proposed Improvement in the materials submitted to the Architectural Review Committee. No building materials shall be placed upon a Lot until the Owner is ready to commence construction. Owners shall keep the job site and all surrounding areas clean during the progress of construction. All construction trash, debris and rubbish on each Lot shall be properly disposed of at least weekly. In no event shall any used construction material be buried on or beneath any Lot or Residential Dwelling. No Owner shall allow dirt, mud, gravel or other substances to collect or remain on any Private Vehicular Pathway or public street. All construction vehicles must be parked on the Lot or in areas designated by the Architectural Review Committee. Except for construction conducted by Declarant or Builder, construction on a Lot is permitted only between the hours of 7:00 o'clock a.m. and 9:00 o'clock p.m., Monday through Saturday. No Improvement on a Lot shall be deemed completed until the Improvement is capable of being used for its intended purpose and all construction materials and debris have been cleaned up and removed from the site and, in the case of a Residential Dwelling, all rooms in the Residential Dwelling, other than attics, have been finished. Removal of materials and debris shall not take in excess of thirty (30) days following completion of the exterior.

SECTION 3.7. NOTICE OF COMPLETION. Promptly upon completion of the Improvement on a Lot, except an Improvement constructed by Declarant or Builder, the applicant shall deliver a notice of completion ("*Notice of Completion*") to the Architectural Review Committee and,

for all purposes hereunder, the date of receipt of such Notice of Completion by the Architectural Review Committee shall be deemed to be the date of completion of such Improvement, provided that the Improvement is, in fact, completed as of the date of receipt of the Notice of Completion.

SECTION 3.8. INSPECTION OF WORK. The Architectural Review Committee or its duly authorized representative shall have the right to inspect any Improvement on a Lot before or after completion.

SECTION 3.9. NOTICE OF NONCOMPLIANCE. If, as a result of inspections or otherwise, the Architectural Review Committee finds that any Improvement on a Lot has been constructed or undertaken without obtaining the approval of the Architectural Review Committee, or has been completed other than in strict conformity with the description and materials furnished by the applicant to the Architectural Review Committee, or has not been completed within the required time period after the date of approval by the Architectural Review Committee, the Architectural Review Committee shall notify the Owner of the Lot in writing of the noncompliance ("*Notice of Noncompliance*"), which notice shall be given, in any event, within sixty (60) days after the Architectural Review Committee receives a Notice of Completion. The Notice of Noncompliance shall specify the particulars of the noncompliance and shall require the Owner to take such action as may be necessary to remedy the noncompliance. If the Owner does not comply with the Notice of Noncompliance within the period specified by the Architectural Review Committee, the Association may, acting through the Board, at its option but with no obligation to do so, (a) record a Notice of Noncompliance against the real property on which the noncompliance exists in the Official Public Records of Real Property of Harris County, Texas; (b) remove the noncomplying Improvement on the Lot; and/or (c) otherwise remedy the noncompliance (including, if applicable, completion of the Improvement in question), and, if the Board elects to take any action with respect to such violation, the Owner shall reimburse the Association upon demand for all expenses incurred therewith. The permissive (but not mandatory) right of the Association to remedy or remove any noncompliance (it being understood that no Owner may require the Board to take such action) shall be in addition to all other rights and remedies that the Association may have at law, in equity, under this Declaration, or otherwise. Any expenses incurred by the Association as a result of the Owner's noncompliance, plus fifty percent (50%) of such costs for overhead and supervision, shall be charged to the Owner's assessment account and collected in the same manner as provided in Article V.

SECTION 3.10. FAILURE OF COMMITTEE TO ACT AFTER NOTICE OF COMPLETION. If, for any reason other than the applicant's act or neglect, the Architectural Review Committee fails to notify the applicant of any noncompliance within sixty (60) days after receipt by the Architectural Review Committee of a written Notice of Completion, the Improvement on a Lot shall be deemed in compliance if the Improvement on a Lot in fact was completed as of the date of Notice of Completion; provided, however, that no such deemed approval shall operate to permit any Owner to construct or maintain any Improvement on a Lot that violates any provision of this Declaration or the Architectural Guidelines, the Architectural Review Committee at all times retaining the right to object to any Improvement on a Lot that violates this Declaration or the Architectural Guidelines.

SECTION 3.11. NO IMPLIED WAIVER OR ESTOPPEL. No action or failure to act by the Architectural Review Committee or by the Board of Directors shall constitute a waiver or estoppel with respect to future action by the Architectural Review Committee or the Board of Directors, with

respect to any Improvement on a Lot. Specifically, the approval by the Architectural Review Committee of any Improvement on a Lot shall not be deemed a waiver of any right or an estoppel against withholding approval or consent for any similar Improvement on another Lot or any similar proposals, plans, specifications, or other materials submitted with respect to any other Improvement on a Lot by such person or otherwise.

SECTION 3.12. POWER TO GRANT VARIANCES. The Architectural Review Committee may authorize variances from compliance with any of the provisions of Article II of this Declaration (except for the provisions relating to single family residential construction and use), including restrictions upon placement of structures, the time for completion of construction of Improvements on a Lot, or similar restrictions, when circumstances such as topography, natural obstructions, hardship, aesthetic, environmental, or other relevant considerations may require. Such variances must be evidenced in writing and shall become effective when signed by at least a majority of the members of the Architectural Review Committee. Notwithstanding anything contained in this Declaration to the contrary, the Committee Representative shall not have the power to grant a variance. If any such variance is granted, no violation of the provisions of this Declaration shall be deemed to have occurred with respect to the matter for which the variance was granted; provided, however, that the granting of a variance shall not operate to waive any of the provisions of this Declaration for any purpose except as to the particular property and particular provision hereof covered by the variance, nor shall the granting of any variance affect the jurisdiction of the Architectural Review Committee other than with respect to the subject matter of the variance, nor shall the granting of a variance affect in any way the Owner's obligation to comply with all governmental laws and regulations affecting the property concerned.

SECTION 3.13. COMPENSATION OF ARCHITECTURAL REVIEW COMMITTEE MEMBERS. The members of the Architectural Review Committee shall be entitled to reimbursement for reasonable expenses incurred by them in the performance of their duties hereunder as the Board from time to time may authorize or approve.

SECTION 3.14. ESTOPPEL CERTIFICATES. Except with respect to Improvements originally constructed by Declarant or Builder, the Board of Directors, upon the reasonable request of any interested party and after confirming any necessary facts with the Architectural Review Committee, shall furnish a certificate with respect to the approval or disapproval of any Improvement on a Lot or with respect to whether any Improvement on a Lot was made in compliance herewith. Any person, without actual notice of any falsity or inaccuracy of such a certificate, shall be entitled to rely on such certificate with respect to all matters set forth therein.

SECTION 3.15. NONLIABILITY FOR ARCHITECTURAL REVIEW ACTION. None of the members of the Architectural Review Committee, any Committee Representative, the Association, any member of the Board of Directors, Declarant or Builder shall be liable for any loss, damage, or injury arising out of or in any way connected with the performance of the duties of the Architectural Review Committee, except to the extent caused by the willful misconduct or bad faith of the party to be held liable. No member of the Architectural Review Committee, the Association, any member of the Board of Directors, Declarant or Builder shall be sued for the recovery of damages arising out of the good faith exercise of discretionary authority granted to such parties by the provisions of this Declaration. In reviewing any matter, the Architectural Review Committee shall not

inspect, guarantee or warrant the workmanship of the Improvement, including its design, construction, safety, whether structural or otherwise, conformance with building codes, or other governmental laws or regulations or whether the Improvement is suitable or fit for its intended purpose. Furthermore, none of the members of the Architectural Review Committee, the Committee Representative, any member of the Board of Directors, Declarant or Builder shall be personally liable for debts contracted for or otherwise incurred by the Association or for any torts committed by or on behalf of the Association, or for a tort of another of such individuals, whether such other individuals were acting on behalf of the Association, the Architectural Review Committee, the Board of Directors, or otherwise. Finally, neither Declarant, Builder, the Association, the Board, the Architectural Review Committee, or their respective officers, agents, members, or employees shall be liable for any incidental or consequential damages for failure to inspect any premises, Improvements, or portion thereof, or for failure to repair or maintain the same.

SECTION 3.16. CONSTRUCTION PERIOD EXCEPTION. During the course of actual construction of any permitted structure or Improvement on a Lot, and provided construction is proceeding with due diligence, the Architectural Review Committee may temporarily suspend the provisions of Article II contained in this Declaration as to the property upon which the construction is taking place to the extent necessary to permit such construction; provided, however, that during the course of any such construction, nothing shall be done that will result in a violation of any of the provisions of this Declaration upon completion of construction or that will constitute a nuisance or unreasonable interference with the use and enjoyment of other property within the Subdivision.

SECTION 3.17. SUBSURFACE CONDITIONS. The approval of plans and specifications by the Architectural Review Committee for any Residential Dwelling or other Improvement on a Lot shall not be construed in any respect as a representation or warranty by the Architectural Review Committee, Declarant or Builder to the Owner submitting such plans or to any of the successors or assigns of such Owner that the surface or subsurface conditions of such Lot are suitable for the construction of the Improvements contemplated by such plans and specifications. It shall be the sole responsibility of each Owner to determine the suitability and adequacy of the surface and subsurface conditions of any Lot for the construction of any contemplated Improvements thereon.

SECTION 3.18. LANDSCAPING. No landscaping, grading, excavation or fill work of any nature should be implemented or installed by any Owner other than Declarant or Builder on any Lot unless and until landscaping plans therefor have been submitted to and approved by the Architectural Review Committee in accordance with the provisions of this Article III.

ARTICLE IV **Management and Operation of Subdivision**

SECTION 4.1. MANAGEMENT BY ASSOCIATION. The affairs of the Subdivision shall be administered by the Association. The Association shall have the right, power and obligation to provide for the management, acquisition, construction, maintenance, repair, replacement, administration, and operation of the Subdivision as herein provided for and as provided for in the ByLaws and in the Rules and Regulations. The business and affairs of the Association shall be managed by its Board of Directors. The Declarant shall determine the number of directors and appoint, dismiss and reappoint all of the members of the Board until the first election of Directors by the

Members of the Association is held in accordance with the provisions of Section 4.4 and a Board of Directors is elected. The Appointed Board may engage the Declarant or any entity, whether or not affiliated with Declarant, to perform the day to day functions of the Association and to provide for the maintenance, repair, replacement, administration and operation of the Subdivision. The Association, acting through the Board, shall be entitled to enter into such contracts and agreements concerning the Subdivision as the Board deems reasonably necessary or appropriate to maintain and operate the Subdivision in accordance with the Restrictions, including without limitation, the right to grant utility and other easements for uses the Board shall deem appropriate and the right to enter into agreements with adjoining or nearby land owners or governmental entities on matters of maintenance, trash pick-up, repair, administration, security, traffic, operation of recreational facilities, or other matters of mutual interest.

SECTION 4.2. MEMBERSHIP IN ASSOCIATION. Each Owner, whether one or more persons or entities, of a Lot shall, upon and by virtue of becoming such Owner, automatically become and shall remain a Member of the Association until his ownership ceases for any reason, at which time his membership in the Association shall automatically cease. Membership in the Association shall be appurtenant to and shall automatically follow the ownership of each Lot and may not be separated from such ownership.

SECTION 4.3. VOTING OF MEMBERS. The Association shall have two classes of membership.

Class A. Class A Members shall be all those Owners as defined in Section 4.2, with the exception of Declarant. Class A Members shall be entitled to one (1) vote for each Lot in which they hold the interest required for membership in Section 4.2.

Class B. The Class B Member shall be Declarant, its successors and assigns. The Class B Member shall be entitled to ten (10) votes for each Lot in which it holds the interest required for membership by Section 4.2; provided, however, that the Class B membership shall cease and be converted to Class A membership at the conclusion of the meeting at which the First Elected Board is elected, as provided in Section 4.4, or on any earlier date elected by Declarant and evidenced by a written notice thereof recorded in the Official Public Records of Real Property of Harris County, Texas.

In the event that ownership interests in a Lot are owned by more than one Member of the Association, such Members shall exercise their right to vote in such manner as they may among themselves determine, but in no event shall more than one (1) vote be cast for each Lot not owned by the Declarant. Such Owners shall appoint one of them as the Member who shall be entitled to exercise the vote of that Lot at any meeting of the Association. Such designation shall be in writing to the Board and shall be revocable at any time by actual written notice to the Board. The Board shall be entitled to rely on any such designation until written notice revoking such designation is received by the Board. In the event that a Lot is owned by more than one Member of the Association and no single Member is designated to vote on behalf of the Members having an ownership interest in such Lot, the single Member exercising the vote for such Lot shall be deemed to have been designated as the Member

entitled to exercise the vote for that Lot. All Members of the Association may attend meetings of the Association and all eligible voting Members may exercise their vote at such meetings either in person or by proxy. Any person who occupies a Residential Dwelling on a Lot in the Subdivision but is not an Owner may attend meetings of the Associations and serve on committees. The Association shall have the right to suspend an Owner's voting rights for non-payment of any assessments due on the Owner's Lot and/or for infractions of this Declaration or any Rules and Regulations promulgated by the Association upon notice as provided by law. Cumulative voting shall not be permitted.

SECTION 4.4. MEETINGS OF THE MEMBERS. An annual meeting of the Members of the Association shall be held each year as provided in the ByLaws of the Association. The first election of Directors by the Members of the Association ("the *First Elected Board*") shall be held at the annual meeting of the Members next following the twelfth (12th) anniversary date of the recording of this Declaration unless Declarant sooner relinquishes control of the Association. Special meetings of the Members of the Association shall be held at such place and time and on such dates as shall be specified or provided in the ByLaws.

SECTION 4.5. PROFESSIONAL MANAGEMENT. The Board shall have the authority to retain, hire, employ or contract with such professional management companies or personnel as the Board deems appropriate to perform the day to day functions of the Association and to provide for the construction, maintenance, repair, landscaping, administration and operation of the Subdivision as provided for herein and as provided for in the ByLaws.

SECTION 4.6. BOARD ACTIONS IN GOOD FAITH. Any action, inaction or omission by the Board made or taken in good faith shall not subject the Board or any individual member of the Board to any liability to the Association, its Members or any other party.

SECTION 4.7 IMPLIED RIGHTS; BOARD AUTHORITY. The Association may exercise any right or privilege given to it expressly by the provisions of this Declaration or its Articles of Incorporation or Bylaws, or reasonably implied from or reasonably necessary to effectuate any such right or privilege. All rights and powers of the Association may be exercised by the Board of Directors without a vote of the membership except where any provision in this Declaration, the Articles of Incorporation, the Bylaws or applicable law specifically requires a vote of the membership.

The Board may institute, defend, settle or intervene on behalf of the Association in litigation, administrative proceedings, binding or non-binding arbitration or mediation in matters pertaining to Common Areas or other areas in which the Association has or assumes responsibility pursuant to the provisions of this Declaration, enforcement of this Declaration or any Rules and Regulations or Architectural Guidelines or any other civil claim or action. However, no provision in this Declaration or the Articles of Incorporation or Bylaws shall be construed to create any independent legal duty to institute litigation on behalf of or in the name of the Association.

SECTION 4.8. STANDARD OF CONDUCT. The Board of Directors, the officers of the Association, and the Association shall have the duty to represent the interests of the Owners in a fair and just manner. Any act or thing done by any Director, officer or committee member taken in furtherance of the purposes of the Association, and accomplished in conformity with the Declaration, Articles of Incorporation, ByLaws and the laws of the State of Texas, shall be reviewed under the standard of the

Business Judgment Rule as established by the common law of Texas, and such act or thing shall not be a breach of duty on the part of the Director, officer or committee member if taken or done within the exercise of their discretion and judgment. The Business Judgment Rule means that a court shall not substitute its judgment for that of the Director, officer or committee member. A court shall not re-examine the decisions made by a Director, officer or committee member by determining the reasonableness of the decision as long as the decision is made in good faith and in what the Director, officer, or committee member believed to be in the best interest of the Association.

ARTICLE V
Maintenance Expense Charge and Maintenance Fund

SECTION 5.1. MAINTENANCE FUND. All Annual Maintenance Charge collected by the Association and all interest, penalties, assessments and other sums and revenues collected by the Association constitute the Maintenance Fund. The Maintenance Fund shall be held, managed, invested and expended by the Board, at its discretion, for the benefit of the Subdivision and the Owners of Lots therein. The Board shall by way of illustration and not by way of limitation, expend the Maintenance Fund for the administration, management, insurance, maintenance, and operation of the Subdivision; for the installation and construction of Improvements in the Common Area (including, without limitation, Private Vehicular Pathways) and the maintenance and repair of the Common Area and such Improvements; for the maintenance of any easements granted to the Association; for the enforcement of these Restrictions by action at law or in equity, or otherwise, and the payment of court costs as well as reasonable and necessary legal fees; and for all other purposes that are, in the discretion of the Board, desirable in order to maintain the character and value of the Subdivision and the Lots therein. The Board and its individual members shall not be liable to any person as a result of actions taken by the Board with respect to the Maintenance Fund, except for willful neglect or intentional wrongdoings.

SECTION 5.2. COVENANTS FOR ANNUAL MAINTENANCE CHARGE. Subject to Article V, Section 5.8 below, each and every Lot in the Subdivision is hereby severally subjected to and impressed with an Annual Maintenance Charge, each such charge and assessment in an amount to be determined annually by the Board. The Annual Maintenance Charge and the Special Assessments (defined below) shall run with the land. Each Owner of a Lot, by accepting a deed to any such Lot, whether or not it shall be so expressed in such deed, is hereby conclusively deemed to covenant and agree, as a covenant running with the land, to pay to the Association, its successors or assigns, each and all of the charges and assessments against his Lot and/or assessed against him by virtue of his ownership thereof, as the same shall become due and payable, without demand. The charges and assessments herein provided for, together with late charges, interest, costs, and reasonable attorney's fees, shall be a charge and a continuing lien upon each Lot, together with all Improvements thereon, as hereinafter more particularly stated. Each charge or assessment, together with late charges, interest, costs, and reasonable attorney's fees, shall also be the personal obligation of the person who was the Owner of the Lot at the time the obligation to pay such assessment accrued, but no Member shall be personally liable for the payment of any assessment made or becoming due and payable after his ownership ceases. No Member shall be exempt or excused from paying any such charge or assessment by waiver of the use or enjoyment of the Common Area, or any part thereof, or by abandonment of his Lot or his interest therein.

SECTION 5.3. BASIS AND MAXIMUM ANNUAL MAINTENANCE CHARGE.

Until January 1 of the year immediately following the conveyance of the first Lot from Declarant to an Owner, the maximum Annual Maintenance Charge shall be \$400.00 per Lot. From and after January 1 of the year immediately following the conveyance of the first Lot from Declarant to an Owner, the maximum Annual Maintenance Charge may be automatically increased, effective January 1 of each year, by an amount equal to a fifteen percent (15%) increase over the prior year's annual assessment without a vote of the Members of the Association. From and after January 1 of the year immediately following the conveyance of the first Lot by Declarant to an Owner, the maximum Annual Maintenance Charge may be increased above fifteen percent (15%) only if approved by the vote of not less than two-thirds (2/3) of each class of Members. After consideration of current maintenance costs and future needs of the Association, the Board of Directors may fix the Annual Maintenance Charge at an amount not in excess of the maximum amount established pursuant to this Section. The Annual Maintenance Charge levied against each Lot, shall be uniform except as otherwise expressly provided herein.

SECTION 5.4. DATE OF COMMENCEMENT AND DETERMINATION OF ANNUAL MAINTENANCE CHARGE.

The initial maximum Annual Maintenance Charge provided for herein shall be established as to all Lots, as applicable, on the first day of the month following the conveyance of the first Lot by Declarant. However, the Annual Maintenance Charge shall commence as to each applicable Lot on the date of the conveyance of such Lot by Declarant and shall be prorated according to the number of days remaining in the calendar year. On or before the 30th day of November in each year, the Board of Directors of the Association shall fix the amount of the Annual Maintenance Charge to be levied against each Lot, as applicable, in the next calendar year. Written notice of the figure at which the Board of Directors of the Association has set the Annual Maintenance Charge shall be sent to every Owner. Provided that, the failure to fix the amount of any of the Annual Maintenance Charge or to send written notice thereof to the applicable Owners shall not affect the authority of the Association to levy assessments or increase assessments as provided in this Declaration.

SECTION 5.5. SPECIAL ASSESSMENTS. If the Board at any time, or from time to time, determines that the Annual Maintenance Charge assessed for any period is insufficient to provide for the continued operation of the Subdivision or any other purposes contemplated by these Restrictions, then the Board shall have the authority to levy such special assessments ("*Special Assessments*") as it shall deem necessary to provide for such continued maintenance and operation. No Special Assessment shall be effective until the same is approved by the vote of not less than two-thirds (2/3) of each class of Members. Any such Special Assessment shall be payable in the manner determined by the Board and the payment thereof may be enforced in the manner herein specified for the payment of the Annual Maintenance Charge.

SECTION 5.6. ENFORCEMENT OF ANNUAL MAINTENANCE CHARGE AND SPECIAL ASSESSMENTS/SUBORDINATION OF LIEN.

The Annual Maintenance Charge assessed against each Lot, as applicable, shall be due and payable, in advance, on the date of the sale of such Lot by Declarant for that portion of the calendar year remaining, and on the first (1st) day of each January thereafter, provided that the Board of Directors have the sole discretion to allow any or all of the Annual Maintenance Charge to be paid in monthly or quarterly installments. Any Assessment which is not paid and received by the Association by the thirty-first (31st) day of each January thereafter or other due date established by the Board shall be deemed to be delinquent, and, without

notice, shall bear interest at the rate of eighteen percent (18%) per annum or the maximum rate allowed by law, whichever is less, from the date originally due until paid. Further, the Board of Directors of the Association shall have the authority to impose a monthly late charge on any delinquent Assessment hereunder (including, without limitation, the Annual Maintenance Charge and Special Assessments. The monthly late charge, if imposed, shall be in addition to interest. To secure the payment of the Annual Maintenance Charge and Special Assessments levied hereunder and any other Assessments due hereunder (including, without limitation, interest, late fees, costs, attorney's fees or delinquency charges), there is hereby created and fixed a separate and valid and subsisting lien upon and against each Lot and all Improvements thereto for the benefit of the Association, and superior title to each Lot is hereby reserved in and to the Association. The lien described in this Section 5.8 and the superior title herein reserved shall be deemed subordinate to any mortgage for the purchase of any Lot and any renewal, extension, rearrangements or refinancing thereof. The collection of the Annual Maintenance Charge, Special Assessments and other Assessments due hereunder may, in addition to any other applicable method at law or in equity, be enforced by suit for a money judgment and in the event of such suit, the expense incurred in collecting such delinquent amounts, including interest, costs and attorney's fees shall be chargeable to and be a personal obligation of the defaulting Owner. Further, the voting rights of any Owner in default in the payment of any Annual Maintenance Charge, Special Assessments or other Assessments owing hereunder for which an Owner is liable, and/or any services provided by the Association, may be suspended by action of the Board for the period during which such default exists. Notice of the lien referred to in the preceding paragraph may, but shall not be required to, be given by the recordation in the Official Public Records of Real Property of Harris County, Texas of an affidavit, duly executed, and acknowledged by an authorized representative of the Association, setting forth the amount owned, the name of the Owner or Owners of the affected Lot, according to the books and records of the Association, and the legal description of such Lot. Each Owner, by acceptance of a deed to his Lot, hereby expressly recognizes the existence of such lien as being prior to his ownership of such Lot and hereby vests in the Association the right and power to bring all actions against such Owner or Owners personally for the collection of such unpaid Annual Maintenance Charge, Special Assessments and other Assessments due hereunder as a debt, and to enforce the aforesaid lien by all methods available for the enforcement of such liens, including both judicial and non-judicial foreclosure pursuant to Chapter 51 of the Texas Property Code (as same may be amended or revised from time to time hereafter) and in addition to and in connection therewith, by acceptance of the deed to his Lot, each Owner expressly grants, bargains, sells and conveys to the President of the Association from time to time serving, as trustee (or to such other person duly appointed by the Association to act as trustee, whether substitute, successor or otherwise) such Owner's Lot, and all rights appurtenant thereto, in trust, for the purpose of securing the aforesaid Annual Maintenance Charge, Special Assessments and other Assessments due hereunder remaining unpaid hereunder by such Owner from time to time and grants to such trustee a power of sale. The trustee herein designated may be changed any time and from time to time by execution of an instrument in writing signed by the President or Vice President of the Association and filed in the office of the Official Public Records of Real Property of Harris County, Texas. In the event of the election by the Board to foreclose the lien herein provided for nonpayment of sums secured by such lien, then it shall be the duty of the trustee, or his successor, as hereinabove provided, to enforce the lien and to sell such Lot, and all rights appurtenant thereto, in accordance with the provisions of Chapter 51 of the Texas Property Code as same may hereafter be amended. At any foreclosure, judicial or non-judicial, the Association shall be entitled to bid up to the amount of the sum secured by its lien, together with costs and attorney's fees, and to apply as a cash credit against its bid all sums due to the

Association covered by the lien foreclosed. From and after any such foreclosure the occupants of such Lot shall be required to pay a reasonable rent for the use of such Lot and such occupancy shall constitute a tenancy-at-sufferance, and the purchaser at such foreclosure sale shall be entitled to the appointment of a receiver to collect such rents and, further, shall be entitled to sue for recovery of possession of such Lot by forcible detainer without further notice.

SECTION 5.7. SUMS PAYABLE BY DECLARANT AND BUILDER. Declarant shall make payments for any of the Assessments solely at its option and discretion. Builder shall reimburse Declarant for all Assessments paid by Declarant in connection with a particular Lot at such time as Builder acquires ownership of such Lot.

SECTION 5.8. INITIAL SALE ASSESSMENT. Upon the first sale of a Lot subsequent to the completion of a Residential Dwelling thereon, the purchaser of the Lot shall pay \$100.00 to the Association (such sum being referred to herein as the "*Initial Sale Assessment*"). The Initial Sale Assessment shall be due and payable at closing or on the date the deed conveying the Lot to the purchaser is recorded or, if a contract for deed or similar instrument, the date the contract for deed is executed, whichever occurs earlier. Payment of the Initial Sale Assessment shall be in default if the Initial Sale Assessment is not paid on or before the due date for such payment. Initial Sale Assessments in default shall bear interest at the rate of eighteen percent (18%) per annum from the due date until paid. All Initial Sale Assessments collected by the Association shall be used by the Association as the Board deems appropriate, including capital improvements, the repair or refurbishment of the Common Areas, and the administration, management and operation of the Subdivision. No Initial Sale Assessment paid by an Owner shall be refunded to the Owner by the Association. As long as Class B membership in the Association exists, Declarant shall have the authority to adjust the rate of the Initial Sale Assessment as it deems appropriate. After Class B membership in the Association ceases to exist, the rate of the Initial Sale Assessment may not increase in any given calendar year more than five percent (5%) above the rate of the Initial Sale Assessment applicable in the preceding calendar year. Further, after Class B membership in the Association ceases to exist, the rate of the Initial Sale Assessment may not be reduced below the rate of the Initial Sale Assessment in effect at the time Class B membership in the Association ceased to exist. The Association may enforce payment of the Initial Sale Assessment in the same manner which the Association may enforce payment of the other Assessments pursuant to this Article V.

SECTION 5.9. NOTICE OF SUMS OWING. Upon the written request of an Owner, the Association shall provide to such Owner a written statement setting out the then current total of Annual Maintenance Charge, Special Assessments and all other sums, if any, owing by such Owner with respect to his Lot. In addition to such Owner, the written statement from the Association so advising the Owner may also be addressed to and be for the benefit of a prospective lender or purchaser of the Lot, as same may be identified by said Owner to the Association in the written request for such information. The Association shall be entitled to charge the Owner a reasonable fee for such statement.

SECTION 5.10. FORECLOSURE OF MORTGAGE. In the event of a foreclosure of a mortgage on a Lot, the purchaser at the foreclosure sale shall not be responsible for Assessments, or other sums, if any, which accrued and were payable to the Association by the prior Owner of the Lot, but said purchaser and its successors shall be responsible for the Annual Maintenance Charge, Special

Assessments and all other sums, if any, becoming due and owing to the Association with respect to said Lot after the date of foreclosure.

SECTION 5.11. TRANSFER FEES/RESALE CERTIFICATES. The Board of Directors of the Association shall establish and change from time to time, if deemed appropriate, a fee sufficient to cover the expense associated with providing information in connection with the sale of a Lot in the Subdivision and changing the ownership records of the Association ("*Transfer Fee*"), but in no event shall the Transfer Fee be less than \$100.00. A Transfer Fee shall be paid to the Association upon each transfer of title to a Lot. The Transfer Fee shall be paid by the purchaser of the Lot, unless otherwise agreed by the seller and purchaser of the Lot. The Association shall also have the authority to establish and charge from time to time, if deemed appropriate, a fee sufficient to cover the expense associated with providing a Resale Certificate in connection with the sale of a Lot. The fee for a Resale Certificate shall be in addition to, not in lieu of, the Transfer Fee.

ARTICLE VI **Insurance; Security**

SECTION 6.1. GENERAL PROVISIONS. The Association shall, to the extent reasonably available, have and maintain (a) commercial general liability insurance in an amount determined by the Board covering all occurrences commonly insured against for death, bodily injury and property damage, (b) Directors' and Officers' liability insurance in an amount determined by the Board, and (c) worker's compensation insurance on all Association employees. Other insurance may be obtained if determined by the Board to be necessary or desirable. All premiums for insurance shall be an expense of the Association which shall be paid out of the Maintenance Fund.

SECTION 6.2. INDIVIDUAL INSURANCE. Each Owner, tenant or other person occupying a Residential Dwelling, shall be responsible for insuring his Lot and his Residential Dwelling, its contents and furnishings. Each Owner, tenant or other person occupying a Residential Dwelling, shall, at his own cost and expense, be responsible for insuring against the liability of such Owner, tenant or occupant.

SECTION 6.3. INDEMNITY OF ASSOCIATION. Each Owner shall be responsible for any costs incurred as a result of such Owner's negligence or misuse or the negligence or misuse of his family, tenants, guests, invitees, agents, employees, or any resident or occupant of his Residential Dwelling, and by acceptance of a deed to a Lot does hereby indemnify the Association, its officers, directors and agents, and all other Owners against any such costs.

SECTION 6.4. SECURITY. NEITHER DECLARANT, BUILDER, THE ASSOCIATION, OR ANY OF THEIR RESPECTIVE DIRECTORS, OFFICERS, MANAGERS, EMPLOYEES, AGENTS AND ATTORNEYS, (COLLECTIVELY, "*RELATED PARTIES*") SHALL IN ANY WAY BE CONSIDERED AN INSURER OR GUARANTOR OF SECURITY WITHIN THE PROPERTY. NEITHER DECLARANT, BUILDER, THE ASSOCIATION OR ANY OF THE RELATED PARTIES SHALL BE LIABLE FOR ANY LOSS OR DAMAGE BY REASON OF FAILURE TO PROVIDE ADEQUATE SECURITY OR THE INEFFECTIVENESS OF SECURITY MEASURES UNDERTAKEN. OWNERS, LESSEE AND OCCUPANTS OF ALL LOTS, ON BEHALF OF THEMSELVES, AND THEIR

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GUESTS AND INVITEES, ACKNOWLEDGE THAT NEITHER DECLARANT, BUILDER, THE ASSOCIATION OR ANY OF THE RELATED PARTIES REPRESENT OR WARRANT THAT ANY FIRE PROTECTION, BURGLAR ALARM SYSTEMS, ACCESS CONTROL SYSTEMS, PATROL SERVICES, SURVEILLANCE EQUIPMENT, MONITORING DEVICES, OR OTHER SECURITY SYSTEMS (IF ANY ARE PRESENT) WILL PREVENT LOSS BY FIRE, SMOKE, BURGLARY, THEFT, HOLD-UP OR OTHERWISE, NOR THAT FIRE PROTECTION, BURGLAR ALARM SYSTEMS, ACCESS CONTROL SYSTEMS, PATROL SERVICES, SURVEILLANCE EQUIPMENT, MONITORING DEVICES OR OTHER SECURITY SYSTEMS WILL IN ALL CASES PROVIDE THE DETECTION OR PROTECTION FOR WHICH THE SYSTEM IS DESIGNED OR INTENDED. OWNERS, LESSEES, AND OCCUPANTS OF LOTS ON BEHALF OF THEMSELVES, AND THEIR GUESTS AND INVITEES, ACKNOWLEDGE AND UNDERSTAND THAT NEITHER DECLARANT, BUILDER, THE ASSOCIATION OR ANY OF THE RELATED PARTIES ARE AN INSURER AND THAT EACH OWNER, LESSEE AND OCCUPANT OF ANY LOT AND ON BEHALF OF THEMSELVES AND THEIR GUESTS AND INVITEES ASSUMES ALL RISKS FOR LOSS OR DAMAGE TO PERSONS, TO RESIDENTIAL DWELLINGS AND TO THE CONTENTS OF THEIR RESIDENTIAL DWELLING AND FURTHER ACKNOWLEDGES THAT NEITHER DECLARANT, BUILDER, THE ASSOCIATION OR ANY OF THE RELATED PARTIES HAVE MADE ANY REPRESENTATIONS OR WARRANTIES NOR HAS ANY OWNER OR LESSEE ON BEHALF OF THEMSELVES AND THEIR GUESTS OR INVITEES RELIED UPON ANY REPRESENTATIONS OR WARRANTIES, EXPRESSED OR IMPLIED, INCLUDING ANY WARRANTY OF MERCHANTABILITY OR FITNESS FOR ANY PARTICULAR PURPOSE, RELATIVE TO ANY FIRE PROTECTION, BURGLAR ALARM SYSTEMS, ACCESS CONTROL SYSTEMS, PATROL SERVICES, SURVEILLANCE EQUIPMENT, MONITORING DEVICES OR OTHER SECURITY SYSTEMS RECOMMENDED OR INSTALLED OR ANY SECURITY MEASURES UNDERTAKEN WITHIN THE PROPERTY.

ARTICLE VII

Fire or Casualty: Rebuilding

SECTION 7.1. REBUILDING. In the event of a fire or other casualty causing damage or destruction to a Lot or the Residential Dwelling or other Improvement located thereon, the Owner of such damaged or destroyed Lot, Residential Dwelling or Improvement shall within ninety (90) days after such fire or casualty contract to repair or reconstruct the damaged portion of such Lot, Residential Dwelling or Improvement and shall cause such Lot, Residential Dwelling or Improvement to be fully repaired or reconstructed in accordance with the original plans therefor, or in accordance with new plans presented to and approved by the Architectural Review Committee, and shall promptly commence repairing or reconstructing such Residential Dwelling or Improvement, to the end that the Residential Dwelling or Improvement shall not remain in a partly finished condition any longer than reasonably necessary for completion thereof. Alternatively, such damaged or destroyed Residential Dwelling or Improvement shall be razed and the Lot restored as nearly as possible to its original condition within ninety (90) days of its damage or destruction. In the event that the repair and reconstruction of the Residential Dwelling or Improvement has not been commenced within ninety (90) days after such fire or casualty and the damaged or destroyed Residential Dwelling or Improvement has not been razed and the Lot restored to its original condition, the Association and/or

any contractor engaged by the Association, shall upon ten (10) days written notice to the Owner at the Owner's last known mailing address according to the records of the Association, shall have the authority but not the obligation to enter upon the Lot, raze the Residential Dwelling or Improvement and restore the Lot as nearly as possible to its original condition. Any costs incurred by the Association to raze the Residential Dwelling or Improvement and to restore the Lot to its original condition, plus fifty percent (50%) of such costs for overhead and supervision, shall be charged to the Owner's assessment account and collected in the manner provided in Article V of this Declaration.

ARTICLE VIII
Amendment, Duration, Annexation and Merger

SECTION 8.1. AMENDMENT. For a period of five (5) years after the date of this Declaration is recorded, Declarant shall have the authority to amend this Declaration, without the joinder or consent of any other party, so long as an amendment does not adversely affect any substantive rights of the Lot Owners. After the expiration of such five (5) year period, Declarant shall continue to have the right to amend this Declaration, without the joinder or consent of any other party, for the purpose of clarifying or resolving any ambiguities or conflicts herein, or correcting any inadvertent misstatements, errors, or omissions; provided, however, any such amendment shall be consistent with and in furtherance of the general plan and scheme of development for the Subdivision. In addition, the provisions of this Declaration may be amended at any time by an instrument in writing signed by the Secretary of the Association certifying that Owners representing not less than two-thirds (2/3) of the Lots have approved such amendment, in writing, setting forth the amendments, and duly recorded in the Official Public Records of Real Property of Harris County, Texas; provided that, without joinder of Declarant, no amendment may diminish the rights of or increase the liability of Declarant under this Declaration. Any legal challenge to the validity of an amendment to this Declaration must be initiated by filing a suit not later than one (1) year after the date the amendment document is recorded in the Official Public Records of Real Property of Harris County, Texas.

SECTION 8.2. DURATION. The provisions of this Declaration shall remain in full force and effect until January 1, 2030, and shall be extended automatically for successive ten (10) year periods; provided however, that this Declaration may be terminated on January 1, 2030, or on the commencement of any successive ten year period by filing for record in the Official Public Records of Real Property of Harris County, Texas, an instrument in writing signed by Owners representing not less than seventy-five percent (75%) of the Lots in the Subdivision.

SECTION 8.3. ANNEXATION. Additional land may be annexed and subjected to the provisions of this Declaration by Declarant, without the consent of the Members, within ten (10) years of the date that this Declaration is recorded in the Official Public Records of Real Property of Harris County, Texas. Thereafter, additional land may be annexed and subjected to the provisions of this Declaration only with the consent of not less than two-thirds (2/3) of the Members of the Association present and voting, in person or by proxy, at a meeting of the Members called for that purpose at which a quorum is present. The annexation of additional land shall be effective upon filing of record an annexation instrument in the Official Public Records of Real Property of Harris County, Texas. The document annexing additional land may include covenants, conditions and restrictions that vary from the provisions of this Declaration as long as such covenants, conditions and restrictions are generally consistent with the provisions of this Declaration, it being the express intent of this provision to allow

reasonable deviations based upon the characteristics of the land being annexed or the Residential Dwellings constructed or to be constructed therein.

SECTION 8.4. MERGER. Upon a merger or consolidation of the Association with another association, the Association's properties, rights, and obligations may be transferred to another surviving or consolidated association or, alternatively, the properties, rights, and obligations of another association may be added to the properties, rights and obligations of the Association as a surviving corporation pursuant to a merger. The surviving or consolidated association shall administer the covenants and restrictions applicable to the properties of the merging or consolidating associations as one scheme. No such merger or consolidation shall effect any revocation, change or addition to these Restrictions.

ARTICLE IX
Miscellaneous

SECTION 9.1. SEVERABILITY. In the event of the invalidity or partial invalidity or partial unenforceability of any provision in this Declaration, the remainder of the Declaration shall remain in full force and effect.

SECTION 9.2. NUMBER AND GENDER. Pronouns, whenever used herein, and of whatever gender, shall include natural persons and corporations, entities and associations of every kind and character, and the singular shall include the plural, and vice versa, whenever and as often as may be appropriate.

SECTION 9.3. ARTICLES AND SECTIONS. Article and section headings in these Restrictions are for convenience of reference and shall not affect the construction or interpretation of these Restrictions. Unless the context otherwise requires references herein to articles and sections are to articles and sections of these Restrictions.

SECTION 9.4. DELAY IN ENFORCEMENT. No delay in enforcing the provisions of these Restrictions with respect to any breach or violation thereof shall impair, damage or waive the right of any party entitled to enforce the same to obtain relief against or recover for the continuation or repetition of such breach or violation or any similar breach or violation thereof at any later time.

SECTION 9.5. LIMITATION OF LIABILITY. Notwithstanding anything provided herein to the contrary, neither the Declarant, Builder, the Architectural Review Committee, the Association, nor any agent of the Related Parties, shall have any liability of any nature whatsoever for any damage, loss or prejudice suffered, claimed, paid or incurred by any Owner on account of (a) any defects in any plans and specifications submitted, reviewed, or approved in accordance with the provisions of Article III above, (b) any defects, structural or otherwise, in any work done according to such plans and specifications, (c) the failure to approve or the disapproval of any plans, drawings, specifications or other data submitted by an Owner for approval pursuant to the provisions of Article III, (d) the construction or performance of any work related to such plans, drawings and specifications, (e) bodily injuries (including death) to any Owner, occupant or the respective family members, guests, employees, servants, agents, invitees or licensees of any such Owner or occupant, or other damage to any Residential Dwelling, Improvements or the personal property of any Owner, occupant or the

respective family members, guests, employees, servants, agents, invitees or licensees of such Owner or occupant, which may be caused by, or arise as result of, any defect, structural or otherwise, in any Residential Dwelling or Improvements or the plans and specifications thereof or any past, present or future soil and/or subsurface conditions, known or unknown and (f) any other loss, claim, damage, liability or expense, including court costs and attorney's fees suffered, paid or incurred by any Owner arising out of or in connection with the use and occupancy of any Lot, Residential Dwelling, the Common Area or any other Improvements situated thereon.

SECTION 9.6. ENFORCEABILITY. These Restrictions shall run with the Subdivision and shall be binding upon and inure to the benefit of and be enforceable by Declarant, Builder, the Association, each Owner of a Lot in the Subdivision, or any portion thereof, and their respective heirs, legal representatives, successors and assigns. If notice and an opportunity to appear before the Board of Directors are given as provided by law, the Association shall be entitled to impose reasonable fines for violations of the Restrictions or any Rules and Regulations adopted by the Association or the Architectural Review Committee pursuant to any authority conferred by either of them by these Restrictions and to collect reimbursement of actual attorney's fees and other reasonable costs incurred by it relating to violations of the Restrictions. Such fines, fees and costs may be added to the Owner's assessment account and collected in the manner provided in Article V of this Declaration.

SECTION 9.7. REMEDIES. In the event any one or more persons, firms, corporations or other entities shall violate or attempt to violate any of the provisions of the Restrictions, the Declarant, Builder, the Association, each Owner or occupant of a Lot within the Subdivision, or any portion thereof, may institute and prosecute any proceeding at law or in equity to abate, preempt or enjoin any such violation or attempted violation or to recover monetary damages caused by such violation or attempted violation. Upon the violation of any of the provisions of these Restrictions by any Owner, in addition to all other rights and remedies available to it at law, in equity or otherwise, the Association, acting through the Board, shall have the right to suspend the right of such Owner to vote in any regular or special meeting of the members during the period of the violation.

[Signatures on following page.]

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2003 DEC 24 AM 11:09

Dewey B. Kaufman
COUNTY CLERK
HARRIS COUNTY, TEXAS

IN WITNESS WHEREOF, the undersigned, being Declarant and Builder, have executed this Declaration on the date(s) set forth below, to become effective upon recording in the Official Public Records of Real Property of Harris County, Texas.

DECLARANT:

GBF/LIC 288, LTD.,
a Texas limited partnership

202

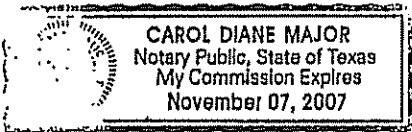
By: Heritage General Capital Group, L.L.C.,
a Texas limited liability company,
its General Partner

By: *[Signature]*
Print Name: EDWARD R BARRON
Its: MANAGER

THE STATE OF TEXAS §
 §
COUNTY OF HARRIS §

BEFORE ME, the undersigned Notary Public, on this day personally appeared Edward R. Barron, Manager of Heritage General Capital Group, L.L.C., General Partner of GBF/LIC 288, Ltd., 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 in the capacity therein expressed.

GIVEN UNDER MY HAND AND SEAL OF OFFICE on this the 23rd day of December, 2003.



[Signature]
Notary Public in and for the State of Texas

EXHIBIT A

Proposed City Park Sec 1
22.168 Acres (965,643 Square Feet)
James Hamilton Survey, A-886
Harris County, Texas

Being a tract of land containing 22.168 acres (965,643 square feet) situated in the James Hamilton Survey, Abstract No. 886, Harris County, Texas, and being out of a called 176.2182 acre tract of land designated Tract 2 - Parcel One conveyed from The Appelt Company and H. Fred Levine to GBF/LIC 288, Ltd. in deed dated April 27, 2001, as recorded under File Number V031953, Film Code Number 539-76-1465 of the Official Public Records of Real Property of Harris County, Texas (O.P.R.R.P.H.C.); said 22.168 acre tract being more particularly described by metes and bounds as follows, with all bearings based on the Texas Coordinate System, NAD 83/93, South Central Zone. All distances and coordinates are surface and may be converted to grid by multiplying by a combined scale factor of 0.999876306;

COMMENCING for reference at a 5/8-inch iron rod (X=3,116,248.69, Y=13,795,519.67) found for the northeast corner of said 176.2182 acre tract, being a point in the southerly line of a called 50 foot wide tract of land conveyed to Houston Lighting and Power Company in deed recorded in Volume 827, Page 341 of the Harris County Deed Records (H.C.D.R.), and being in the line common to said James Hamilton Survey, Abstract No. 886 and the James Hamilton Survey, Abstract No. 880, Harris County, Texas, and also being a point in the existing westerly right-of-way line of State Highway 288 (width varies) of record per instrument recorded under File Number D046805, Film Code Number 112-33-1427 of said O.P.R.R.P.H.C., thence as follows:

South $01^{\circ}47'29''$ East, along said existing westerly right-of-way line of said State Highway 288, passing at 257.92 feet an iron rod set for the most easterly northeast corner of West Orem Drive Sec. 1, a subdivision situated in said Harris County according to the map or plat thereof recorded under Film Code Number 515187 of the Harris County Map Records (H.C.M.R.), also being a northerly cut-back corner in the existing northerly right-of-way line of West Orem Drive (width varies), continuing a total distance of 427.95 feet to an iron rod set for the southeast corner of said West Orem Drive Sec. 1, being a cut-back corner in the existing southerly right-of-way line of said West Orem Drive, and being the beginning of a non-tangent curve to the left;

THENCE, along said existing southerly right-of-way line of West Orem Drive, the following courses:

Northwesterly, along the arc of said cut-back curve to the left (Central Angle = $91^{\circ}04'58''$, Radius = 25.00 feet, Chord Bearing and Distance = North $47^{\circ}19'58''$ West, 35.69 feet) an arc distance of 39.74 feet to an iron rod set for the point of tangency;

South $87^{\circ}07'33''$ West, a distance of 331.87 feet to an iron rod set for the beginning of a tangent curve to the right;

Westerly, along the arc of said curve to the right (Central Angle = $11^{\circ}38'23''$, Radius = 1,000.00 feet, Chord Bearing and Distance = North $87^{\circ}03'15''$ West, 202.80 feet), an arc distance of 203.15 feet to an iron rod set for the point of tangency;

North 81°14'04" West, a distance of 256.59 feet to an iron rod set for the beginning of a tangent curve to the left;

Westerly, along the arc of said curve to the left (Central Angle = 11°38'18", Radius = 1,950.00 feet, Chord Bearing and Distance = North 87°03'13" West, 395.42 feet), an arc distance of 396.10 feet to the point of tangency;

South 87°07'38" West, a distance of 115.49 feet to an iron rod with plastic cap stamped "SURVCON INC." (X = 3,114,938.02, Y = 13,795,163.54) set for the northeast corner of the herein described tract, and being the POINT OF BEGINNING;

THENCE, South 01°47'29" East, departing said existing southerly right-of-way line of West Orem Drive and along the easterly line of the herein described tract, a distance of 1,134.00 feet to an iron rod with plastic cap stamped "SURVCON INC." set for the southeast corner of the herein described tract;

THENCE, along the southerly line of the herein described tract, the following courses:

South 88°12'31" West, a distance of 108.10 feet to an iron rod with plastic cap stamped "SURVCON INC." set for corner;

South 43°12'31" West, a distance of 21.21 feet to an iron rod with plastic cap stamped "SURVCON INC." set for corner;

South 88°12'31" West, a distance of 50.00 feet to an iron rod with plastic cap stamped "SURVCON INC." set for corner;

North 01°47'29" West, a distance of 36.00 feet to an iron rod with plastic cap stamped "SURVCON INC." set for corner;

South 88°12'31" West, a distance of 445.91 feet to an iron rod with plastic cap stamped "SURVCON INC." set for corner in the easterly line of the proposed 2.781 acre Grand Park;

THENCE, along the perimeter of said proposed 2.781 acre Grand Park, the following courses:

South 43°12'31" West, a distance of 14.14 feet to an iron rod with plastic cap stamped "SURVCON INC." set for corner;

South 02°52'22" East, a distance of 13.25 feet to an iron rod with plastic cap stamped "SURVCON INC." set for the beginning of a tangent curve to the right;

Southwesterly, along the arc of said curve to the right (Central Angle = 39°02'08", Radius = 349.00 feet, Chord Bearing and Distance = South 16°38'42" West, 233.20 feet) an arc distance of 237.77 feet to an iron rod with plastic cap stamped "SURVCON INC." set for the beginning of a compound curve to the right;

Southwesterly, along the arc of said curve to the right (Central Angle = 23°34'23", Radius = 79.06 feet, Chord Bearing and Distance = South 47°56'57" West, 32.30 feet) an arc

distance of 32.53 feet to an iron rod with plastic cap stamped "SURVCON INC." set for the beginning of a compound curve to the right;

Southwesterly, along the arc of said curve to the right (Central Angle = $54^{\circ}46'59''$, Radius = 64.60 feet, Chord Bearing and Distance = South $87^{\circ}07'38''$ West, 59.44 feet) an arc distance of 61.77 feet to an iron rod with plastic cap stamped "SURVCON INC." set for the beginning of a compound curve to the right;

Northwesterly, along the arc of said curve to the right (Central Angle = $23^{\circ}34'23''$, Radius = 79.06 feet, Chord Bearing and Distance = North $53^{\circ}41'41''$ West, 32.30 feet) an arc distance of 32.53 feet to an iron rod with plastic cap stamped "SURVCON INC." set for the beginning of a compound curve to the right;

Northwesterly, along the arc of said curve to the right (Central Angle = $39^{\circ}02'08''$, Radius = 349.00 feet, Chord Bearing and Distance = North $22^{\circ}23'26''$ West, 233.20 feet) an arc distance of 237.77 feet to an iron rod with plastic cap stamped "SURVCON INC." set for the point of tangency;

North $02^{\circ}52'22''$ West, a distance of 69.97 feet to an iron rod with plastic cap stamped "SURVCON INC." set for the beginning of a tangent curve to the right;

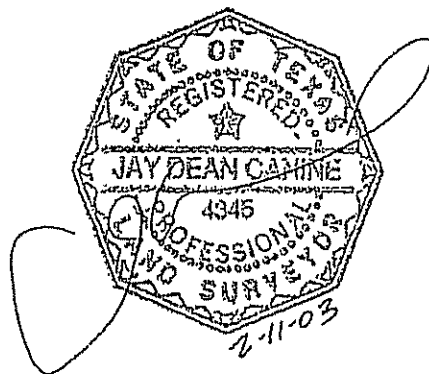
Northeasterly, along the arc of said curve to the right (Central Angle = $44^{\circ}35'35''$, Radius = 349.00 feet, Chord Bearing and Distance = North $19^{\circ}25'25''$ East, 264.82 feet) an arc distance of 271.62 feet to an iron rod with plastic cap stamped "SURVCON INC." set for a point of reverse curvature;

THENCE, Northeasterly, along the arc of a curve to the left (Central Angle = $44^{\circ}35'35''$, Radius = 25.00 feet, Chord Bearing and Distance = North $19^{\circ}25'25''$ East, 18.97 feet) an arc distance of 19.46 feet to an iron rod with plastic cap stamped "SURVCON INC." set for the point of tangency, being a point in the westerly line of the herein described tract;

THENCE, North $02^{\circ}52'22''$ West, along the westerly line of the herein described tract, a distance of 791.64 feet to an iron rod with plastic cap stamped "SURVCON INC." set for the northwest corner of the herein described tract, being a point in said existing southerly right-of-way line of West Orem Drive;

THENCE, North $87^{\circ}07'38''$ East, along said existing southerly right-of-way line of West Orem Drive, a distance of 807.76 feet to the POINT OF BEGINNING, containing a computed area of 22.168 acres (965,643 square feet) of land.

Compiled by:
SURVCON INC.
5757 Woodway
Houston, Texas 77057
(713) 780-4123
Job No. 522-886
February 10, 2003



JOINDER OF LIENHOLDER

First Continental

The undersigned, Investment Co., Ltd., being the owner and holder of an existing mortgage and lien upon and against the real property described in the foregoing Declaration and defined as the "**Property**" in said Declaration, as such mortgagee and Lienholder, does hereby consent to and join in said Declaration of Covenants, Conditions and Restrictions for City Park (Residential).

This consent and joinder shall not be construed or operate as a release of said mortgage or lien owned and held by the undersigned, or any part thereof, but the undersigned agrees that its said mortgage and lien shall hereafter be upon and against the Lots and all appurtenances thereto, and all of the undivided, equitable shares and interests in the Common Area, subject to the provisions of the Declaration hereby agreed to.

First Continental

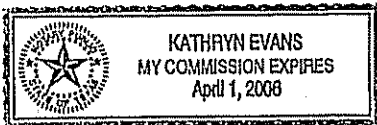
SIGNED AND ATTESTED by the undersigned officers of Investment Co., heretofore authorized, this the 22 day of December, 2003. Ltd.

By: *John M. Bonner*
Title: John M. Bonner
President: President

THE STATE OF TEXAS §
 §
COUNTY OF HARRIS §

Before me, the undersigned authority, on this day personally appeared John M. Bonner, President of First Continental Investment Co. Ltd., known to me to be the person whose name is subscribed to the foregoing instrument, and acknowledged to me that he/she 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 on this 22 day of December, 2003.



Kathryn Evans
Notary Public 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
stated herein by me, and was duly RECORDED in the Official Public Records of Real Property of Harris
County, Texas on

DEC 24 2003



Bonnie B. Kaufman

COUNTY CLERK
HARRIS COUNTY, TEXAS