

DECLARATION OF COVENANTS, CONDITIONS AND RESTRICTIONS
TERRACES ON MEMORIAL

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

THAT this Declaration of Covenants, Conditions and Restrictions (the "Declaration"), which supercedes and replaces the Declaration filed on October 11, 2005, in the Office of the County Clerk of Harris County, Texas, under Clerk's File Number Y818642, is made on the date hereinafter set forth by TIVOLI DEVELOPMENT, L.P., a Texas limited partnership (hereinafter referred to as "Declarant");

WITNESSETH:

WHEREAS, Declarant is the owner of that certain real property known as the Terraces on Memorial, a subdivision in Harris County, Texas (the "Subdivision"), according to the map or plat thereof recorded on May 25, 2005, under Harris County Clerk's File Number Y493628 and further recorded under Film Code 582199 of the Map Records of Harris County, Texas (hereinafter referred to as "Plat"); and

WHEREAS, it is deemed to be in the best interests of Declarant and any other persons who may purchase Lots (as defined below) in the Subdivision, that there be established and maintained a uniform plan for the improvement and development of the Subdivision, as a highly restricted and modern subdivision of the highest quality and to establish a procedure for the overall development, administration, maintenance and preservation of the Subdivision;

NOW, THEREFORE, Declarant hereby declares that all of the Lots (as defined below) in the Subdivision, shall be held, sold and conveyed subject to the following easements, restrictions, covenants, and conditions, all of which are for the purpose of enhancing and protecting the value, desirability and attractiveness of said real property. These easements, covenants, restrictions, and conditions shall run with said real property and be binding upon all parties having or acquiring any right, title or interest in a Lot, as hereinafter defined, their heirs, successors and assigns, and shall inure to the benefit of each owner thereof.

ARTICLE I
DEFINITIONS

The following words, when used in this Declaration, shall have the following meanings:

Section 1. "Association" shall mean and refer to the Terraces on Memorial Homeowners Association, Inc., a Texas nonprofit corporation, its successors and assigns.

Section 2. "Bylaws" shall mean and refer to the Association's Bylaws.

Section 3. "Common Area" shall mean and refer to that property owned, leased or otherwise controlled or maintained by the Association from time to time and shall include, but is not limited to, all recreational facilities, community facilities, lake, jogging path, Subdivision

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entrance, lake entrance area, storage facilities, pumps, trees, landscaping, sprinkler systems, pavements, streets, pipes, wires, conduits, and other public utility lines situated thereon.

Section 4. "Declarant" shall mean and refer to Tivoli Development, L.P., a Texas limited partnership, its successors and assigns, provided such successors and assigns are designated as the Declarant by an instrument in writing executed by Tivoli Development, L.P., a Texas limited partnership and filed of record in the Official Public Records of Real Property of Harris County, Texas.

Section 5. "Living Unit" shall mean and refer to a Single Home (defined below), a Patio Home (defined below), a Town Home (defined below), and any improvements on a Lot which are designed and intended for occupancy and use as a residence by one person, by a single family, or by persons living together as a single housekeeping unit.

Section 6. "Lot" shall mean and refer to any of the numbered residential lots shown on the Plat or any replat thereof, and any numbered residential lots that may be part of the Subdivision in the future.

Section 7. "Member" shall mean and refer to every person or entity who holds a membership in the Association.

Section 8. "Owner" shall mean and refer to the record owner, whether one or more persons or entities, of fee simple title to any Lot which is a part of the Subdivision, including contract sellers, but excluding those having such interest merely as security for the performance of an obligation. However, the term "Owner" shall include any mortgagee or lienholder who acquires fee simple title to any Lot through judicial or nonjudicial foreclosure. Owner includes the Declarant unless otherwise stated.

Section 9. "Patio Home" shall mean a detached single family residential unit constructed on the Lots designated as Block 3, Lots 18 through 52 and Block 4, Lots 94 through 163.

Section 10. "Plat" shall have the meaning set forth in the first Recitation of this Declaration.

Section 11. "Single Home" shall mean a single family residential unit that is not connected to another unit on the Lots designated as Block 1, Lots 1 through 13; Block 2, Lots 1 through 39; Block 4, Lots 1 through 6, Lots 76 through 93 and Lots 164 through 169.

Section 12. "Subdivision" shall mean and refer to real property contained within the perimeter boundaries of the Plat.

Section 13. "Terraces on Memorial" shall mean and refer to the subdivision, and any future sections added to the subdivision, depicted on the Plat or any replat thereof.

Section 14. "T.M.A.R.C." shall mean the Architectural Review Committee which is defined in Article 6, Section 1.

Section 15. "Town Home" shall mean a single family residential unit which may be joined together with at least one or more common wall, or walls, and/or roof, and/or foundation on the Lots designated as Block 4, Lots 7 through 75.

Section 16. "Town Home Declaration" shall mean that Declaration of Covenants, Conditions and Restrictions for the Subdivision's Town Homes to be recorded in the Official Public Records of Real Property of Harris County, Texas.

Section 17. "Vacant Lots" shall mean those Lots which are vacant or upon which a residence is under construction and for which no certificate of occupancy has been issued as of January 1 of any calendar year.

ARTICLE II PROPERTY RIGHTS

Section 1. Owner's Easement of Access and Enjoyment. Every Owner shall have an easement of access and a right and easement of enjoyment in and to the Common Areas and such easement shall be appurtenant to and shall pass with the title to every Lot, subject to the following provisions:

(a) The right of the Association to create rules and regulations applicable to the Common Areas, to amend the rules and regulations from time to time, and to enter into contracts for the maintenance of the Common Areas;

(b) The right of the Association to suspend a Member's voting rights and right to use the recreational and other facilities owned or operated by the Association, excluding domestic water, for any period during which any assessment against the applicable Lot or any other sum due the Association with respect to such Lot remains unpaid; and for a period determined by the Association for any infraction of its published rules and regulations; and

(c) The right of the Association to dedicate or transfer all or any part of the Common Area to any public agency, authority or utility for such purpose and subject to such conditions as may be determined by the Association.

(d) The Association may exercise any other right or privilege given to it expressly by this Declaration, the Bylaws or by statute, and every other right or privilege reasonably to be implied from the existence of any right or privilege given to it herein or reasonably necessary to effectuate any such right or privilege.

Section 2. Delegation of Use. Any Owner may delegate in accordance with the Bylaws of the Association, his or her right or enjoyment to the Common Area and facilities to members of his or her family, his or her tenants, or contract purchasers who reside on the Lot owned by him. The Declarant, for each Lot owned within the Subdivision, hereby covenants, and each Owner of any Lot, by acceptance of a deed therefor, whether it shall be express in the deed or the evidence of the conveyance, is deemed to covenant that any lease executed on a Lot shall be in writing and contain provisions binding any lessee thereunder to the terms of this Declaration and any rules and regulations published by the Association applicable to the

Common Area and further providing that noncompliance with these terms of the lease shall be a default thereunder.

ARTICLE III MEMBERSHIP AND VOTING RIGHTS

Section 1. Organization. The Association is organized as a nonprofit corporation under the laws of the State of Texas. The principal purposes of the Association are the collection, expenditure and management of the maintenance funds, enforcement of the Declaration, providing for the maintenance, preservation, and architectural control (when the powers of the T.M.A.R.C. terminate and the T.M.A.R.C.'s powers vest in the Association) within the Subdivision, to manage and control the Common Areas within the Subdivision, and the general overall supervision of all of the affairs and well being of the Subdivision within its jurisdiction and the promotion of the health, safety and welfare of the residents within the Subdivision.

Section 2. Membership. Every person or entity who is a record Owner of a fee or undivided fee interest in a Lot which is a part of the Subdivision, including contract sellers, shall hold a membership in the Association. The foregoing is not intended to include persons or entities who hold an interest in a Lot merely as security for the performance of an obligation. Membership shall be appurtenant to and may not be separated from ownership of a Lot. Ownership of a Lot shall be the sole qualification for membership. Any mortgagee or lienholder who acquires title to any Lot which is a part of the Subdivision, through judicial or nonjudicial foreclosure, shall be a Member of the Association.

Section 3. Voting Rights. There shall be two classes of membership entitled to voting rights in the Association with respect to the Subdivision and they shall be as follows:

Class A: All Owners other than Declarant shall be considered Class A Members. The division of votes among the Class A Members shall be as follows: (i) each Lot owned by a Class A Member shall be entitled to one (1) vote. The Class A Members shall cast these votes on each matter coming before the Members at any meeting or otherwise, unless their voting rights have been suspended by the Board of Directors as provided in Article IV, Section 8 of the Declaration. When a particular Lot is owned by more than one individual or entity, all the individuals or entities holding an ownership interest in that Lot shall be considered Class A Members; however, for that particular Lot they shall be entitled to a total of no more than the vote specified above for the applicable Lot on each matter coming before the Members at any meeting or otherwise. The vote for such Lot shall be exercised as they among themselves determine.

Class B: Class B Member shall be the Declarant, and for each Lot owned it shall be entitled to five (5) votes for each Lot owned. The Class B Member shall use these votes on each matter coming before the Members at any meeting or otherwise. Once a Lot is sold to an individual or individuals who would be classified as Class A Members, the five (5) votes attached to that Lot shall be converted into a Class A Membership. Additionally, all Class B Memberships with respect to the Subdivision shall cease and be

automatically converted into Class A Memberships on the happening of any of the following events, whichever occurs earlier:

(i) Twenty (20) years from the date this Declaration is filed in the Real Property Records of Harris County, Texas; or

(ii) When 100% of the lots have been sold to and occupied by Class A Members that are not the builder of the improvements constructed thereon; or

(iii) At such earlier time as the Class B Member, in its sole discretion, shall elect.

Unless otherwise stated herein, in the Articles, in the Bylaws, or required by law, any action which requires the approval of the Members of the Association shall require the approval of a majority of the total eligible votes of all Members represented in person or by proxy at any duly called meeting. Any action of the Board shall require the approval of a majority of the total members thereon. Any Owner who is delinquent in the payment of any Assessment shall not be entitled to vote during any period in which any such Assessment is delinquent.

Section 4. Board of Directors. The Association shall act through a Board of Directors which will manage the affairs of the Association as specified in the Bylaws of the Association. The five (5) members of the Board of Directors (who need not be Members) shall serve for a term that is specified in the Bylaws, and if their term is interrupted by death or resignation, the majority of the remaining members of the Board of Directors may designate a successor from an Owner of same type of Living Unit for the unexpired term of the vacant seat and shall be a Lot Owner of the applicable Lot type. One (1) seat on the Board of Directors shall be designated for Single Home Lots, one (1) seat on the Board of Directors shall be designated for Patio Home Lots, one (1) seat on the Board of Directors shall be designated for Town Home Lots, and the two (2) remaining seats shall be elected by the Subdivision at large.

ARTICLE IV COVENANT FOR MAINTENANCE ASSESSMENTS

Section 1. Creation of the Lien and Personal Obligation for Assessments. The Declarant, for each Lot within the Subdivision which shall be or thereafter become subject to the assessments hereinafter provided for, hereby covenants, and each Owner of any Lot that shall be or thereafter become assessable, by acceptance of a deed therefor, whether or not it shall be express in the deed or other evidence of the conveyance, is deemed to covenant and agree to pay the Association the following:

- (a) Annual assessments or charges;
- (b) Special assessments for capital improvements; and
- (c) Any other sums to the extent they are specifically provided for or permitted elsewhere in this instrument.

Such assessments or charges are to be fixed, established and collected as hereinafter provided. These charges and assessments, together with such interest thereon and cost of collection thereof, as hereinafter provided, shall be a charge on the applicable Lot and shall be secured by a continuing lien upon the Lot and improvements thereon against which such assessments or charges are made. Each such assessment or charge, together with such interest, costs and reasonable attorney's fees, shall also be and remain the personal obligation of the individual or individuals who owned the particular Lot at the time the assessment or charge is due notwithstanding any subsequent transfer of title to such Lot. The personal obligation for delinquent assessments and charges shall not pass to successors in title unless expressly assumed by them; however the lien on the Lot shall continue until all such assessments or charges are paid in full.

Section 2. Purposes of Assessments. The assessments levied by the Association shall be used exclusively for the purpose of promoting the recreation, health, safety, and welfare of the residents of the Subdivision. Without limiting the foregoing, the total assessments accumulated by the Association shall be applied toward the payment of all taxes, insurance premiums and repair, maintenance and acquisition expenses incurred by the Association and at the option of the Board of Directors of the Association for any or all of the following purposes: lighting, improving and maintaining streets, alleyways, sidewalks, paths, the lake, walls and fences, entry gates, parks, parkways, and esplanades in the Subdivision; collecting and disposing of garbage, ashes, rubbish, and materials of a similar nature; payment of legal and all other expenses incurred in connection with the collection, enforcement and administration of all assessments and charges and in connection with the enforcement of this Declaration; employing policemen or watchmen and/or a security service; fogging and furnishing other general insecticide services; providing for the planting and upkeep of trees and shrubbery on esplanades and in the Common Areas; acquiring and maintaining any amenities or recreational facilities that are or will be operated in whole or in part for the benefit of the Owners; and doing any other thing necessary or desirable in the opinion of the Board of Directors of the Association to keep and maintain the property in the Subdivision in neat and good order or which they consider of general benefit to the Owners or occupants of the Subdivision, including the establishment and maintenance of a reserve for repair, maintenance, taxes, insurance, and other charges as specified herein. The judgment of the Board of Directors of the Association in establishing annual assessments, special assessments and other charges and in the expenditure of said funds shall be final and conclusive so long as said judgment is exercised in good faith.

Section 3. Basis and Maximum Level of Annual Assessments. Until January 1 of the year immediately following the conveyance of the first Lot from Declarant to an Owner, the levels of the maximum annual assessments shall be established by the Board of Directors. From and after January 1 of the year immediately following the conveyance of the first Lot from Declarant to an Owner, the maximum annual assessment may be increased by the Board of Directors of the Association, effective January 1 of each year, by an amount not to exceed fifteen percent (15%) of the maximum assessment of the previous year, without a majority vote of the Members of the Association. The Association shall, upon demand, for a reasonable charge furnish a Certificate signed by an officer of the Association setting forth whether the assessments on any Lot have been paid. A properly executed Certificate as to the status of the assessments is binding upon the Association as of the date of its issuance.

Section 4. Special Assessments for Capital Improvement. In addition to the annual assessment authorized above, the Association may levy, in any assessment year, a special assessment applicable to that year only, for the purpose of defraying, in whole or in part, the cost of any construction, reconstruction or unexpected repair or replacement of a particular capital improvement located upon the Common Areas, including the necessary fixtures and personal property related thereto, or for any other improvements within the Common Areas provided that any such assessment shall have the written approval of two-thirds ($\frac{2}{3}$) of the votes of the Members who are voting in person or by proxy, at a meeting duly called for this purpose.

Section 5. Notice of Quorum for Any Action Authorized Under Sections 3 and 4. Written notice of any meeting of the Members of the Association called for the purpose of taking any action authorized under Sections 3 or 4 of this Article shall be sent to all Members not less than thirty (30) days nor more than sixty (60) days in advance of the meeting. At the first such meeting called, the presence of the Members holding fifty percent (50%) plus one (1) person of all membership votes entitled to be cast in each membership class or their proxies shall constitute a quorum. If the required quorum is not present, additional meetings may be called subject to the same notice requirements and the required quorum at each subsequent meeting shall be one-half ($\frac{1}{2}$) of the required quorum at the preceding meeting. No such subsequent meeting shall be held more than sixty (60) days following the preceding meeting.

Section 6. Rates of Assessment. Both annual and special assessments on all Lots, whether or not owned by the Declarant, must be fixed at uniform rates as follows:

(a) Except as provided in (b) below, all Lots shall be assessed for the full assessment as set by the Board of Directors. Additionally, the owners of the Town Homes shall pay the additional assessment as set forth in Section 11 of this Article IV.

(b) Vacant Lots shall be assessed at a rate equal to an amount that is fifty percent (50%) of the full assessment.

Section 7. Date of Commencement and Determination of Annual Assessment. The annual assessment provided for herein shall commence as to all Lots on a date fixed by the Board of Directors of the Association. The first annual assessments shall be adjusted according to the number of months remaining in the calendar year. On or before the 30th day of November in each year (or as soon thereafter as the Board of Directors may act), the Board of Directors of the Association shall fix the amount of the annual assessments to be levied against each Lot in the next calendar year. Written notice of the figure at which the Board of Directors of the Association has set the annual assessments shall be sent to every Owner whose Lot is subject to the payment thereof. However, the failure by the Board of Directors of the Association to fix an annual assessments for any year will not be deemed a waiver with respect to any of the provisions of this Declaration or a release of liability of any Owner to pay annual assessments, or any installments thereof, for that or any subsequent year. In the event of such failure, each Owner shall continue to pay the annual assessment established for the previous year until the new annual assessment is established. The new annual assessment established by the Board of Directors of the Association may be applied retroactively to the commencement of the then current assessment year and the deficit shall be paid by each Owner within thirty (30) days after

receipt of a statement therefor. Assessments shall be due and payable yearly in advance on the first day of January or as directed by the Board of Directors of the Association.

Section 8. Effect of Non-Payment of Assessments; Remedies of the Association. Any assessments or charges which are not paid when due shall be delinquent. If an assessment or charge is not paid within thirty (30) days after the due date, it shall bear interest from such due date at the lesser of (i) eighteen percent (18%) per annum or (ii) the maximum rate permitted by law, and the Association may bring an action at law against the Owner personally obligated to pay the same, and/or foreclose the lien herein retained by the Association against the Lot. Interest, costs and reasonable attorneys' fees incurred in any such action shall be added to the amount of such assessment or charge. In order to secure the payment of the assessments or charges hereby levied, a lien for the benefit of the Association, shall be and is hereby reserved in each deed from the Declarant to the purchaser of each Lot or portion thereof, which lien shall be enforceable through appropriate judicial and/or nonjudicial proceedings by the Association. As additional security for payment of the assessments hereby levied, each Owner of a Lot in the Subdivision, by such party's acceptance of a deed thereto, hereby grants the Association a lien on such Lot which may be foreclosed on by nonjudicial foreclosure pursuant to the provisions of Section 51.002 of the Texas Property Code (and any successor statute); and each such Owner hereby expressly grants the Association a power of sale in connection therewith. The Association shall, whenever it proceeds with nonjudicial foreclosure pursuant to the provisions of said Section 51.002 of the Texas Property Code and said power of sale, designate in writing a Trustee to post or cause to be posted all required notices of such foreclosure sale and to conduct such foreclosure sale. The Trustee may be changed at any time and from time to time by the Association by means of a written instrument executed by the President or any Vice President of the Association and filed for record in the Real Property Records of Harris County, Texas. In the event that the Association has determined to nonjudicially foreclose the lien provided herein pursuant to the provisions of said Section 51.002 of the Texas Property Code and to exercise the power of sale hereby granted, the Association shall mail to the defaulting Owner a copy of the notice of Trustee's Sale not less than twenty-one (21) days prior to the date of which sale is scheduled by posting such notice through the U.S. Postal Service, postage prepaid, registered or certified, return receipt requested, properly addressed to such Owner at the last known address of such Owner according to the records of the Association. If required by law, the Association or Trustee shall also cause a copy of the Notice of Trustee's Sale to be recorded in the Real Property Records of Harris County, Texas. Out of the proceeds of such sale, there shall first be paid all expenses incurred by the Association in connection with such default, including reasonable attorney's fees and a reasonable trustee's fee; second, from such proceeds there shall be paid to the Association an amount equal to the amount of default; third, any amounts required by law to be paid before payment to the Owner; and, fourth, the remaining balance shall be paid to such Owner. Following any such foreclosure, each occupant of any such Lot foreclosed on and each occupant of any improvements thereon shall be deemed to be a tenant at sufferance and may be removed from possession by any and all lawful means, including a judgment for possession in an action of forcible detainer and the issuance of a writ of restitution thereunder.

In addition to foreclosing the lien hereby retained and/or suing for damages, in the event of nonpayment by any Owner of such Owner's portion of any assessment, the Association may, acting through the Board, upon ten (10) days prior written notice thereof to such nonpaying Owner, in addition to all other rights and remedies available at law or otherwise, restrict the

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rights of such nonpaying Owner to use the Common Areas, if any, in such manner as the Association deems fit or appropriate and/or suspend the voting rights of such nonpaying Owner so long as such default exists.

To the extent required by the provisions of Section 209.006 of the Texas Property Code (as amended, from time to time), this prior written notice shall (i) describe the violation or property damage that is the basis for the suspension action, charge, or fine and any amount due to the Association from the Owner and (ii) inform the Owner that the Owner is (a) entitled to a reasonable period to cure the violation and avoid the fine or suspension unless the Owner was given notice and a reasonable opportunity to cure a similar violation within the preceding six (6) months and (b) may request a hearing under Section 209.007 of the Texas Property Code on or before the thirtieth (30th) day after the Owner receives the notice.

The hearing referred to in the preceding paragraph, shall take place before the Board of Directors, or a committee established by the Board of Directors pursuant to Section 4.1 of the Bylaws. The procedure of such a hearing and the remedies and ramifications of a hearing shall be in compliance with the applicable provisions of the Texas Property Code.

No Owner may waiver or otherwise escape liability for the assessments provided for herein by nonuse of the Common Area or abandonment of his or her Lot. In addition to the above, rights, the Association shall have the right to refuse to provide the services of the Association to any Owner who is delinquent in the payment of the above described assessments.

Section 9. Subordination of the Lien to Mortgages. As hereinabove provided, the title to each Lot shall be subject to a vendor's lien and power of sale and nonjudicial foreclosure securing the payment of all assessments and charges due the Association, but said vendor's lien and power of sale and nonjudicial foreclosure shall be subordinate to any valid and bona fide first lien or mortgage and any valid and bona fide lien securing the cost of construction of improvements. Sale or transfer of any Lot shall not affect said vendor's lien or power of sale and nonjudicial foreclosure. However, the sale or transfer of any Lot or improvements which is subject to any valid first lien or mortgage or lien securing the construction of improvements, pursuant to a judicial or nonjudicial foreclosure under such lien or mortgage or any conveyance in satisfaction of such debt (commonly called a "deed in lieu of foreclosure") shall extinguish the vendor's lien and power of sale and nonjudicial foreclosure securing such assessment or charge only as to payments which became due prior to such sale or transfer. No sale or transfer shall relieve such Lot or improvements thereon or the Owner thereof from liability from any charges or assessments thereafter becoming due or from the lien thereof.

Section 10. Multiple Lots. The Board of Directors has the discretion with any Owner of multiple Lots to make arrangements for payment of assessments at any time interval other than, and in addition to, on an annual basis.

Section 11. Additional Town Homes Assessment. The annual assessment paid by Owners of Town Homes to the Association shall be in addition to the annual assessment to be paid by the Owners of the Town Homes to the association set forth in the Town Home Declaration.

Section 12. Inspection of Records. The Members shall have the right to inspect the books and records of the Association at reasonable times during normal business hours by appointment.

Section 13. Right of Entry: Enforcement by Self Help. The Association shall have the right, but not the obligation, in addition to and not in limitation of all the rights it may have under this Declaration, to enter upon any unoccupied, vacant or abandoned Lot, including any improvements located thereon, if deemed reasonably necessary by the Board of Directors of the Association for emergency, health, safety and/or security purposes to make repairs to and secure such improvements or abate or remove things or conditions which are potentially hazardous or which violate any provisions of this Declaration. Such right may be exercised by the Association's Board, officers, agents, employees, managers, and all police officers, fire fighters, ambulance personnel, and similar emergency personnel in the performance of their respective duties. Except in an emergency situation, the Association shall first attempt to provide reasonable notice to the last known Owner of the Lot. All costs of such efforts, including reasonable attorneys' fees actually incurred, shall be assessed against the Owner of the Lot and shall be collected as provided for herein for the collection of Assessments.

Section 14. Declarant's Obligations. With respect to any unimproved Lots owned by Declarant, the Declarant shall have three (3) options with respect to funding Annual Assessments of the Association, which may be exercised singly or in combination: (1) the Declarant may annually elect either to pay Annual Assessments on the Tracts and Lots it owns or (2) the Declarant may elect to pay to the Association the difference between the amount of assessments collected on all other Tracts and Lots subject to assessment and the amount of expenditures required to operate the Association during the fiscal year, or (3) Declarant may require the Board (whether the Board is the same as Declarant, his agents, servants, or employees and without being liable for any claim made by any Member of the Association that the Board's fiduciary duty to the other Members of the Association has been breached due to a conflict of interest) to execute promissory notes and/or other instruments evidencing any debt the Association owes the Declarant for monies expended by the Declarant or loaned to the Association by Declarant for and on behalf of the Association for obligations of the Association; provided, however, such promissory notes shall not be secured by a lien on any property contained within the Subdivision, including any of the Common Area conveyed by Declarant to the Association.

ARTICLE V INSURANCE

The Association, through the Board of Directors, or its duly authorized agent, shall have the authority to obtain the following types of insurance policies:

(a) Property insurance covering the Common Area and all improvements thereon in an amount equal to the full replacement value of the improvements and facilities located upon the Common Area and owned by the Association (including all building service equipment and the like) with an "agreed amount endorsement" or its equivalent, a "demolition endorsement" or its equivalent and, if necessary an "increased cost of construction endorsement"

or "contingent liability from operation of building laws endorsement" of the equivalent, affording protection against loss or damage by fire and other hazards covered by the standard extended coverage endorsement in Texas, and by sprinkler leakage, debris removal, cost of demolition, vandalism, malicious mischief, windstorm, and water damage, and any such other risk as shall customarily be covered with respect to projects similar in construction, location and use;

(b) A comprehensive policy of public liability insurance covering all of the Common Area and insuring the Association, within such limits as it may consider acceptable (for all claims for personal injury and/or property damage arising out of a single occurrence); such coverage to include protection against water damage liability, liability for non-owned and hired automobiles, liability for property of others, and any other covering the Association deems prudent and which is customarily carried with respect to projects similar in construction, location and use; and

(c) A policy of fidelity coverage to protect against dishonest acts on the part of officers, directors, trustees, and employees of the Association and all others who handle, or are responsible for handling funds of the Association; such fidelity bonds shall be of the kind and in an amount the Association deems necessary for the protection of the Owners.

Premiums for all such insurance policies carried by the Association shall be a common expense payable from the annual assessments on all of the Lots. Liability and property insurance for Lots, for the improvements thereon and for the contents of residences shall be the responsibility of each individual Owner. All proceeds from policies held by the Association shall be deposited in a bank or other financial institution, the accounts of which bank or institution are insured by a federal governmental agency, with the provision agreed to by said bank or institution that such funds may be withdrawn only by signature of at least two (2) of the members of the Board of Directors, or by an agent duly authorized by the Board of Directors. In no event shall the insurance company or the bank or other financial institution holding proceedings on a policy issued in the name of the Association be authorized to distribute any proceeds therefrom to the Declarant. Proceeds from such policies shall be used by the Association only for the benefit of the Subdivision and its Members and where such proceeds arise out of an occurrence in which a building or improvement owned by the Association is damaged or destroyed, they shall be used to repair, restore and rebuild such building or improvements. In the latter event, the Board of Directors may advertise for sealed bids from licensed contractors, and upon acceptance of a bid received thereby, may negotiate with the contractor, who shall be required to provide a full performance and payment bond for the repair, reconstruction or rebuilding of such destroyed improvements or buildings. In the event the insurance proceeds are insufficient to pay all costs of repairing and/or rebuilding said improvements to their original condition, the Association may levy a special assessment, for capital improvements against all Owners to make up the deficiency. The levy of a special assessment shall be done only after compliance with all the requirements for imposition of special assessments.

ARTICLE VI
ARCHITECTURAL CONTROL

Section 1. Architectural Review Committee. There is hereby created an Architectural Review Committee (herein referred to as the "T.M.A.R.C.") comprised of representatives selected by the Declarant until the Board of Directors of the Association is elected. After the Board of Directors for the Association is elected, the Board of Directors shall serve as the T.M.A.R.C. or have the right to designate a separate T.M.A.R.C. with such terms as they deem appropriate. If a separate T.M.A.R.C. is designated it shall include at least one (1) Owner of a Single Home, one (1) Owner of a Patio Home, and one (1) Owner of a Town Home. Any majority of the members of the T.M.A.R.C. shall have the full authority and power to act for the T.M.A.R.C.. Any member of the T.M.A.R.C. may be removed, with or without cause, by the Declarant. In the event said T.M.A.R.C. or its designated representative(s) fails to approve or disapprove such design and location within 30 days after said plans and specifications have been submitted to it, then such plans and specifications shall be deemed to be approved if such plans and specifications were submitted by a builder in connection with the initial construction of a home on the lot and shall be deemed approved in all other cases. No member of the T.M.A.R.C. or its designated representative(s), as herein defined, shall be entitled to any compensation for services performed pursuant to this Article. The T.M.A.R.C. may, however, employ one or more architects, engineers, attorneys, or other consultants to assist the T.M.A.R.C. in carrying out its duties hereunder, and the Association shall pay such consultants for such services as they render to the T.M.A.R.C.. A majority of the T.M.A.R.C. may designate one or more representative(s) to act for it and such representative(s) shall have the full right, authority, and power to carry out the functions of the T.M.A.R.C.

Section 2. Duties and Powers. The purpose of the T.M.A.R.C. is to protect the environmental and architectural integrity of the Subdivision in accordance with the provisions of this Declaration. No building, fence, wall, or other structure or improvement of any nature shall be placed, constructed, erected, or maintained on any Lot, nor shall any exterior addition to or change or alteration therein be made until the construction plans and specifications for the same shall have been submitted to and approved in writing by the T.M.A.R.C. as to (a) conformity and harmony of external design and location in relation to surrounding structures and topography, and (b) quality of workmanship and materials. Any plans and specifications to be submitted shall specify, in such form as the T.M.A.R.C. may reasonably require, the location upon the Lot where the improvements are to be placed and the dimensions thereof as well as appropriate information concerning the structural, mechanical, electrical, and plumbing details and the nature, kind, shape, height, color scheme, and materials of the proposed improvements or alterations. The T.M.A.R.C. shall also have the right, where not otherwise set forth herein, to prepare and promulgate builder guidelines governing homebuilding on the Lots, which shall include application and review procedures to be followed in submitting an application for approval hereunder ("Builder Guidelines"). The T.M.A.R.C. shall have the sole and full authority to modify and to amend the Builder Guidelines without the consent of any owner or homebuilder. The T.M.A.R.C. shall make the Builder Guidelines available to builders who seek to engage in homebuilding on the Lots.

Section 3. T.M.A.R.C. Approval. Any approval or disapproval by the T.M.A.R.C. or its designated representative(s) on any of the above matters shall be in writing and either delivered in person or by U.S. mail, postage prepaid. In the event said T.M.A.R.C. or its designated representative(s) fail to approve or disapprove such design and location within thirty (30) days after said plans and specifications have been submitted to it, then such plans and specifications shall be deemed approved. The T.M.A.R.C. shall have the right, exercisable at its discretion, to grant variances to the architectural restrictions in specific instances where the T.M.A.R.C. in good faith deems that such variance does not adversely affect the architectural and environmental integrity of the Subdivision or the common scheme of the development. If the T.M.A.R.C. shall approve a request for variance, the T.M.A.R.C. may evidence such approval, and grant its permission for such variance, only by written instrument, addressed to the Owner of the Lot(s) relative to which such variance has been requested, describing the applicable restrictive covenant(s) and the particular variance requested, expressing the decision of the T.M.A.R.C. to permit the variance, describing (when applicable) the conditions on which the variance has been approved and signed by a majority of the then members of the T.M.A.R.C.. If any such variances are granted, no violation of the provisions of this Declaration shall be deemed to have occurred with respect to the matter for which the variance is granted; 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 provisions hereof covered by the variance, nor shall the granting of any variance affect in any way the Owner's obligation to comply with all governmental laws and regulations affecting the Lots and with the Plat. Failure by the T.M.A.R.C. to respond within forty-five (45) days to a request for a variance shall operate as an approval of the variance.

Section 4. Modifications Subcommittee. The T.M.A.R.C. may request that the Board of Directors establish a modifications committee ("MC") to consist of at least three (3) and no more than five (5) persons all of whom shall be recommended by the T.M.A.R.C. and appointed by, and shall serve at the discretion of, the Board of Directors. Members of the MC may include architects or similar professionals who are not Members of the Association. The MC, if established, shall have exclusive jurisdiction over modifications, additions, or alterations made on or to existing Lots or structures; provided, however, the T.M.A.R.C. shall have the right to veto any action taken by the MC which the T.M.A.R.C. determines in its sole discretion, to be inconsistent with the guidelines promulgated by the T.M.A.R.C. Notwithstanding the foregoing, the Town Home Declaration may create a separate modifications committee, which shall have exclusive jurisdiction over modifications, additions or alterations made on or to the Town Homes, so long as such modifications comply with the Builder Guidelines. Provided, however, that with respect to any Town Home Lots which back up to a Single Home Lot, any modifications or alterations to the rear or back yard of any such Town Home Lot which are or would be visible from the adjacent Single Home Lot, will not be permitted without the approval of both T.M.A.R.C. and the modifications committee created by the Town Home Declaration.

The MC may promulgate detailed standards and procedures governing its areas of responsibility and practice consistent with those of the T.M.A.R.C.

Section 5. Term. The duties and powers of the members of the T.M.A.R.C. herein named, their successors, assigns, and designated representative(s) shall cease on the earlier of twenty (20) years from the date this Declaration is recorded in the Official Public Records of

Real Property of Harris County, Texas, or the date upon which the Declarant sells all of the Lots. Thereafter, the duties and powers of the T.M.A.R.C. shall vest in the Board of Directors of the Association or an architectural control committee composed of three (3) or more representatives appointed by the Board of Directors of the Association. The approval required in this Article and the duties and powers vested in the T.M.A.R.C. and its successors shall continue so long as this Declaration remains in force and effect. The then current members of the T.M.A.R.C. may at any time voluntarily transfer all their duties and powers to the Board of Directors of the Association. To be effective, such a transfer shall be evidenced by a document executed by each of the then current members of the T.M.A.R.C.

Section 6. No Implied Waiver or Estoppel. No action or failure to act by the T.M.A.R.C. or by the Board of Directors shall constitute a waiver or estoppel with respect to future action by the T.M.A.R.C. or Board of Directors with respect to the construction of any improvements within the Subdivision. Specifically, the approval by the T.M.A.R.C. or Board of Directors of any such residential construction shall not be deemed a waiver of any right or an estoppel to withhold approval or consent for any similar residential construction or any similar proposals, plans, specifications, or other materials submitted with respect to any other residential construction by such person or other Owner.

ARTICLE VII EXTERIOR MAINTENANCE

Section 1. Obligation. All Living Units and other buildings located within the Subdivision must be kept in good repair and must be painted when necessary to preserve their attractiveness. Grass, vegetation and weeds on each Lot shall be cut as often as may be necessary to maintain the same in a neat and attractive condition. All damaged, diseased beyond recovery, or dead trees shall be cut and removed from any Lot at the expense of the Owner. Vacant Lots shall be mowed and maintained in appearance by the Owner and shall not be used as dumping grounds for rubbish, trash, rubble, or soil, except that Declarant or the T.M.A.R.C. may designate fill areas into which materials specified by Declarant or the T.M.A.R.C. may be placed. The Association may plant, install and maintain shrubbery and other screening devices around boxes, transformers and other above-ground utility equipment. The Association shall have the right to enter upon the Lots to plant, install, maintain, and replace such shrubbery or other screening devices. Owners of residences shall construct and maintain a fence or other suitable enclosure to screen from public view the drying of clothes, yard equipment, and wood pile or storage piles.

Section 2. Failure to Maintain. In the event any Owner of any Lot in the Subdivision fails to maintain the Lot and the improvements situated thereon in a manner satisfactory to the Association, the Association, after seven (7) days notice to the Owner of said Lot, setting forth the action intended to be taken by the Association and after approval by a two-thirds ($\frac{2}{3}$) vote of the Board of Directors, shall have the right (but not the obligation), through its agents and employees, to enter upon said Lot and to repair, maintain, and restore the Lot and the exterior of the buildings and any other improvements located thereon. To the extent necessary to prevent rat infestation, diminish fire hazards and accomplish any of the above needed repair, maintenance

and restoration, the Association shall have the right (but not the obligation), through its agents and employees, to enter any residence or improvement located upon such Lot. Neither the Association nor its agents or employees shall be liable, and are expressly relieved from any liability for trespass or other tort in connection with the performance of the exterior maintenance and other work authorized in this Article. The cost of such exterior maintenance and other work shall be the personal obligation of the Owner of the lot on which it was performed and shall become a part of the assessment payable by said Owner and secured by the liens herein retained.

ARTICLE VIII USE RESTRICTIONS

Section 1. Residential Use. Each and every Lot in the Subdivision is hereby restricted to one residential dwelling for single-family residential use only; provided, however, no Owner shall be precluded with respect to his Living Unit from maintaining a personal professional library, keeping his personal business records or accounts therein or handling his personal business or professional calls or correspondence from his Living Unit. As used herein, the term "residential use" shall be held and construed to exclude hospitals, clinics, apartment houses, duplex houses, boarding houses, and hotels.

Section 2. No Business Activity. No garage sale, moving sale, rummage sale or similar activity and no trade or business may be conducted in or from any Lot, except that an owner or occupant residing on a Lot may conduct business activities within the Lot so long as (a) the existence or operation of the business activity is not apparent or detectable by sight, sound or smell from outside the Lot; (b) the business activity conforms to all zoning requirements, if any, for the Lot; (c) the business activity does not involve persons coming onto the Lot who do not reside in the Terraces on Memorial; and (d) the business activity is consistent with the residential character of the neighborhood and does not constitute a nuisance or a hazardous or offensive use as may be determined in the sole discretion by the Board.

This section shall not apply to any activity conducted by the Declarant or conducted by a homebuilder with approval of the Declarant with respect to its development and sale of the Lots.

Section 3. Common Areas. The Common Areas shall not be used for any commercial purposes.

Section 4. Exemption for Sale of Lots. Notwithstanding any provisions herein contained to the contrary, it shall be permissible for Declarant or the builder of any residence to maintain, during the period of construction and sale of Lots within the Subdivision, upon any portion of a Lot, such facilities as in the sole opinion of the Declarant may be reasonably required, convenient or incidental to the construction and sale of improved Lots, including, without limitation, a business office, storage area, construction yards, model units, and a sales office.

Section 5. Animals and Livestock. The raising, breeding or keeping of animals, livestock or poultry of any kind on any Lot in the Subdivision is strictly prohibited; provided, however, consistent with the Living Unit's use as a residence, dogs, cats and other household

pets may be kept on a Lot, provided they are not kept, bred or maintained for any commercial purposes and further provided, no more than three (3) such pets shall be kept on a Lot. All pets must be properly tagged for identification and penned in an approved enclosure. No pet may be chained or leashed outside an enclosure unless being walked on a leash. Whenever, a pet is removed from its enclosure, it must be in the possession of its owner or the owner's agent and must be restrained by a proper leash of chain, rope, plastic, leather, or similar material.

Section 6. Mineral Production. No oil drilling, oil development operations or oil refining, quarrying or mining operations of any kind shall be permitted upon any portion of the Subdivision, nor shall oil wells, tanks, tunnels, mineral excavations or shafts be permitted upon any portion of the Subdivision. No derrick or other structure designed for use in boring for oil or natural gas shall be erected, maintained or permitted upon any portion of the Subdivision.

Section 7. Nuisances. No noxious or offensive trade or activity shall be carried on upon any portion of the Subdivision, nor shall anything be done thereon which may become an annoyance or nuisance to the residents of the Subdivision or in any way endanger the health of the residents.

Section 8. Prohibited Conduct. No portion of the Subdivision shall be used or vicious, illegal or immoral conduct, or for any conduct in violation of the laws of the State of Texas, or the United States, or of the police, health, sanitary, building, or fire codes, regulations or instructions relating to or affecting the use, occupancy or possession of any portion of the Subdivision.

Section 9. Control of Sewage Effluent. No outside toilets will be permitted, and no installation of any type of device for disposal of sewage shall be allowed that would result in raw or untreated or unsanitary sewage being carried into the streets or into any body of water. Drainage of storm waste into sewage pipes shall not be permitted. No septic tank or other means of sewage disposal will be permitted.

Section 10. Lakes, Ponds and Other Water Bodies. The Board shall prepare and issue to all owners, rules and regulations regarding the use of the lakes and ponds within the Association. No use of the lakes or other bodies of water within the common areas, including, without limitation, fishing, swimming, boating, playing or use of personal flotation devices, shall be permitted without the prior approval of the Board. If any such use is permitted, it shall be subject to the rules and regulations that may be promulgated by the Board. The Association shall not be responsible for any loss, damage or injury to any person or property arising out of the authorized or unauthorized use of the lakes or other water bodies. No docks, piers or other structures shall be constructed on or over any body of water within the Terraces on Memorial, except such as may be constructed by the Declaration or the Association. The Association may use water from the lakes or other water bodies for irrigation of the common areas or any other purpose determined appropriate by the Board.

Section 11. Carports/Garages. No carports shall be constructed on any Lot, unless approved by the T.M.A.R.C.. All garages shall be (a) fully operable; (b) capable of housing at least two (2) automobiles; and (c) enclosed by fully functional and operational garage doors which must be kept in the closed position when the garage is not being used by the Owner or

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occupant. The garage portion of any model home may be used by developers and builders for sales purposes, storage purposes, and other related purposes. Upon (or before) the sale of any such model home to the first purchaser thereof, the garage portion of the model home shall be converted to a fully enclosed garage capable of housing not less than two (2) automobiles, with fully functional and operational garage doors. No garage shall be enclosed, modified or otherwise used so as to reduce its capacity for parking vehicles below that originally approved by the T.M.A.R.C., nor may any portion of a garage be diverted to any use other than the parking of vehicles and other generally accepted and customary uses of a garage. In particular, but not in limitation of the foregoing, no portion of any garage may be used as a residence, game room or for any similar use as living quarters.

Section 12. Grass, Shrubbery and Landscaping. The Owner of each Lot with a house thereon shall sod with grass the area between the house and the curb line(s) of the abutting street(s) within thirty (30) days of a certificate of occupancy being issued for such house. All grass, plants, and shrubs shall be maintained by the Owner of the Lot. The grass, plants shrubs and trees shall be of a type and within standards approved by the T.M.A.R.C.. No front yard of any Lot (nor any side yard of a corner Lot) may be landscaped entirely with cactus and/or crushed rock; crushed rock and/or cactus shall only be used in planting beds and the front (and side on corner Lots) yards must be sodded with grass. The landscaping requirements of the T.M.A.R.C. may be revised from time to time. Vacant lots shall be mowed and maintained in good appearance by the Owner.

Section 13. Satellite Dishes and Antennas.

(a) Antenna or Satellite Dish in Excess of One Meter (39 inches). No antenna or satellite dish which exceeds one meter (39 inches) in diameter is permitted on any Lot.

(b) Antenna or Satellite Dish of One Meter (39 inches) or Less, and Other Antennas and Related Masts. An antenna or satellite dish of one meter (39 inches) or less, and other antennas and related masts are permitted to be placed on a Lot provided any such item must comply with all minimum conditions imposed by the T.M.A.R.C.. Further, the Association must receive written notification at its then current address from the Owner of the applicable Lot, on or before the installation of any antenna, satellite dish and related mast provided for in this Section 18. Such notification must include the type and color of antenna, satellite dish, and any related mast to be installed, and the method, manner, site of installation and relationship to all improvements on such Lot. The site must be shown in a plot plan. If more than one location meets all of the minimum requirements below, then the T.M.A.R.C. must approve the choice of locations.

If the Owner of a Lot proposes to install an antenna, satellite dish and any related mast provided for in this Section 18 in any manner whatsoever which does not strictly comply with the minimum conditions imposed by the T.M.A.R.C., such Owner must submit an application to the T.M.A.R.C. and obtain the written approval of the T.M.A.R.C. prior to commencing such installation. In connection with the T.M.A.R.C.'s decision, the T.M.A.R.C. shall consider such factors as it deems appropriate, in its reasonable discretion. The application to the T.M.A.R.C. must be made on a form approved by the T.M.A.R.C. and contain such information as may be required by the T.M.A.R.C. including a statement which specifically described the manner in

which it is proposed that such antenna, satellite dish and related mast will vary from such minimum conditions. The T.M.A.R.C. shall endeavor to make its decision regarding the proposed antenna, satellite dish and any related mast on an expedited basis within seven (7) days after receipt by the T.M.A.R.C. of the completed application and all information required therein. The granting of a variance from such minimum conditions shall in no way affect the Owner's obligation to comply with all governmental laws and regulations and other regulations affecting the Lot concerned.

Section 14. Fences and Hedges. Unless approved by the T.M.A.R.C., no chain link, chicken wire, or other wire fence will be permitted on any Lot. No fence or wall shall be erected on any Lot nearer to the street than the building setback lines as shown on the Plat. The T.M.A.R.C. has the right to deviate its approval for the style and materials and/or placement to be used based on the location within the Subdivision. It is the intent to maintain visual continuity especially along entryways and/or main thoroughfares and/or adjacent to common area properties. Title to any wall, fence, or hedge shall pass ownership with title to the Lot, and it shall be the Owner's responsibility to maintain said wall, fence or hedge thereafter in the manner prescribed by the Association.

Section 15. Exterior Paint. The exterior surfaces of buildings (including doors), fences or walls located in the Subdivision shall not be painted or stained unless the T.M.A.R.C. gives its prior written approval of the color of paint or stain to be used. The purpose of this covenant is to maintain harmony of the exterior paint colors of the buildings throughout the Subdivision. Iridescent and/or pastel colors or tones considered to be brilliant are not permitted. Any fence shall be maintained in its natural state, or in compliance with the approval of the T.M.A.R.C..

Section 16. Occupants Bound. All provisions of the Declaration, Bylaws and of any Rules and Regulations or use restrictions promulgated pursuant thereto which govern the conduct of Owners shall also apply to all occupants, guests and invitees of any Lot. Every Owner shall cause all occupants of his or her Lot to comply with the Declaration, Bylaws and the Rules and Regulations adopted pursuant thereto, and shall be responsible for all violations and losses to the Common Areas caused by such occupants, notwithstanding the fact that such occupants of a Lot are fully liable and may be sanctioned for any violation of the Declaration, Bylaws and Rules and Regulations adopted pursuant thereto.

Section 17. Quiet Enjoyment. No portion of the Subdivision shall be used, in whole or in part, for the storage of any property or thing that will cause it to appear to be in an unclean or untidy condition or that will be obnoxious to the eye; nor shall any structure, thing, or material be kept upon any portion of the Subdivision that will emit foul or obnoxious odors or that will cause any noise or other condition that will or might disturb the peace, quiet, safety, comfort, or serenity of the occupants of surrounding property. No noxious, illegal, or offensive activity shall be carried on any portion of the Subdivision nor shall anything be done thereon tending to cause embarrassment, discomfort, annoyance, or nuisance to any person using any portion of the Subdivision. There shall not be maintained any plants or animals or device or thing of any sort whose activities or existence in any way is noxious, dangerous, unsightly, unpleasant, or of a nature as may diminish or destroy the enjoyment of the Subdivision. No outside burning of

wood, leaves, trash, garbage or household refuse shall be permitted within the Subdivision. The use and discharge of firecrackers and other fireworks is prohibited within the Subdivision.

Section 18. Unightly or Unkempt Conditions. It shall be the responsibility of each Owner to prevent the development of any unclean, unhealthy, unsightly, or unkempt condition on his or her Lot. The pursuit of hobbies or other activities, including specifically, without limiting the generality of the foregoing, the assembly and disassembly of motor vehicles and other mechanical devices, which might tend to cause disorderly, unsightly, or unkempt conditions, shall not be pursued or undertaken on any part of the Subdivision. Notwithstanding the above, the disassembly and assembly of motor vehicles to perform repair work shall be permitted provided such activities are not conducted on a regular or frequent basis, and are either conducted entirely within an enclosed garage or, if conducted outside, are begun and completed within twelve (12) hours.

Section 19. Leasing of Lots.

(i) Definition. "Leasing" for purposes of this Declaration is defined as regular, exclusive occupancy of a Lot by any person or persons other than the Owner for which the Owner received any consideration or benefit, including, but not limited to, a fee, service, gratuity, or emolument.

(ii) Leasing Provisions. Lots may only be leased for single family residential purposes as defined in this Declaration. No Owner shall be permitted to lease his lot for hotel or transient purposes, which for purposes of this Section is defined as a period of less than thirty (30) days. No Owner shall be permitted to lease less than the entire Lot. Every such lease shall be in writing. Every such lease shall provide that the tenant shall be bound by and subject to all of the obligations of the Owner under this Declaration. The Owner making such lease shall not be relieved from any of such obligations. Upon the execution of a lease agreement, the Owner shall notify the Association in writing of the Owner's designated address and the name of the Owner's lessee. No lessee shall be entitled to use the recreational facilities or Common Area of the Association until the information specified in this Section is provided to the Association in writing and the Owner further notifies the Association in writing that the lessee has been granted the authority to use the recreational facilities and Common Area of the Association by such Owner. The use of the Common Areas and/or recreational facilities is limited to the benefit of one (1) family per Residence and the granting of such rights to a tenant excludes the right of the Owner during such period.

Section 20. Compliance with Declaration, Bylaws and Rules and Regulations. Every Owner shall cause all occupants of his or her Lot to comply with the Declaration, Bylaws and the Rules and Regulations adopted pursuant thereto, and shall be responsible for all violations and losses of the Common Areas caused by such occupants, notwithstanding the fact that such occupants of a Lot are fully liable and may be sanctioned for any violation of the Declaration, Bylaws and Rules and Regulations.

Section 21. Laws and Ordinances. Every Owner of any Lot, his or her guests and invitees, shall comply with all laws, statutes, ordinances and rules of federal, state and municipal governments applicable to the Subdivision and any violation thereof may be considered a

violation of this Declaration; provided the Board shall have no obligation to take action to enforce such laws, statutes, ordinances and rules.

Section 22. Subdivision of Lots. Declarant hereby expressly reserves the right to replat any Lot or Lots owned by Declarant in accordance with all applicable subdivision and zoning regulations.

Section 23. Parking and Prohibited Vehicles. No motor vehicles or non-motorized vehicle, boat, trailer, marine craft, recreational vehicle, camper rig off of truck, hovercraft, aircraft, machinery, or equipment of any kind may be parked or stored on any part of any Lot, easement, or right-of-way, unless such vehicle or object is completely concealed from public view inside a garage or enclosure approved by the T.M.A.R.C.. Passenger automobiles, passenger vans, motorcycles, or pick-up trucks that (a) are in operating condition; (b) have current license plates and inspection stickers; (c) are in daily use as motor vehicles on the streets and highways of the State of Texas; and (d) which do not exceed six feet six inches (6'6") in height, or eight feet (8') in width, or twenty-four feet (24') in length or have more than six (6) wheels, may be parked in the driveway on a Lot; however, no vehicle shall be parked so as to obstruct or block a sidewalk, if any, and no vehicle shall be parked upon any portion of the grassed areas or yard. For purposes hereof "stored" shall mean longer than five (5) days. No vehicle may be repaired on a Lot unless the vehicle being repaired is concealed from view inside a garage or other approved enclosure unless permitted pursuant to this Declaration. This restriction shall not apply to any vehicle, machinery, or equipment temporarily parked and in use for the construction, repair or maintenance of a house or houses in the immediate vicinity; provided, however, Owners or occupants of Lots may seek a temporary variance from these restrictions for their guests; however, any such request for a variance must receive the prior approval of the Board of Directors of the Association. The Board of Directors of the Association may adopt additional Rules and Regulations regulating parking on the streets in the Subdivision.

Section 24. No Hazardous Activities. No activity shall be conducted on and no improvements shall be constructed on any property within the Subdivision that is or might be unsafe or hazardous to any person or property. Without limiting the generality of the foregoing, no firearms shall be discharged upon any property and no open fires shall be lighted or permitted on any property except in a contained barbecue unit while attended and in use for cooking purposes or within a safe and well-designed interior or exterior fireplace.

Section 25. On-Site Fuel Storage. No on-site storage of gasoline, heating or other fuels shall be permitted on any part of the Subdivision except that up to five (5) gallons of fuel may be stored on each Lot for emergency purposes and operation of lawn mowers and similar tools or equipment, and the Association shall be permitted to store fuel for operation of maintenance vehicles, generators and similar equipment.

Section 26. Removal of Trash and Debris During Construction. During the construction, repair, and restoration or remodeling of improvements, each Owner shall remove and haul (or cause to be removed and hauled) from the Lot all tree stumps, tree limbs, branches, underbrush and all other trash or rubbish cleared from the Lot to permit construction of the improvements, including landscaping. No burning of trash or other debris is permitted on any Lot, and no materials or trash hauled away from any Lot may be placed elsewhere within the

Subdivision, unless approved in writing by the T.M.A.R.C.. Additionally, each Owner, during construction or remodeling of the improvements, shall continuously keep (or cause to be kept) the Lot in a reasonably clean and organized condition, papers, rubbish, trash, scrap, and unusable building materials are to be kept, picked up and hauled from the Lot on a regular basis. Other useable building materials are to be kept stacked and organized in a reasonable manner. No trash, materials, or dirt shall be placed in the street. Any such trash, materials, or dirt inadvertently spilling or getting into the street or street gutter shall be removed, without delay. Notwithstanding the above, during the initial construction of residences, a builder shall only be required to use reasonable efforts to comply with this Section. For purposes of this Section, unless otherwise determined by the T.M.A.R.C., "reasonable efforts" shall mean the typical practice during construction of homebuilding companies in the general area for similarly priced houses.

Section 27. Lighting. Except for traditional holiday decorative lights, which may be displayed for one (1) month prior to and one (1) month after any commonly recognized holiday for which such lights are traditionally displayed, all exterior lights must be approved in accordance with the provisions of this Declaration.

Section 28. Restrictions on Garbage and Trash. No refuse, garbage, trash, lumber, grass, shrub or tree clippings, plant waste compost, metal, bulk materials, scrap, refuse, or debris of any kind shall be kept, stored, or allowed to accumulate on any Lot except within an enclosed container of a type, size and style approved by the Board and appropriately screened from view, except that any such container may be placed in a designated area for garbage or trash pickup no earlier than six o'clock p.m. on the day preceding trash pickup of such garbage and trash and shall be returned to an enclosed structure or an area appropriately screened from view no later than midnight of the day of pickup of such garbage or trash.

Section 29. Clothes Drying. No outside clothesline or other outside facilities for drying or airing clothes shall be erected, placed or maintained on any Lot, if visible from the street or any other Lot, nor shall clothing or household fabric or any other article be hung, dried or aired on any Lot in such a way as to be visible from other Lots or streets or the Common Area.

Section 30. Signs and Billboards. No signs, billboards, posters or advertising devices of any character shall be erected, permitted or maintained on any Lot except one (1) sign of not more than five (5) square feet which is used to (a) advertise the property for sale or lease; (b) identify the builder or contractor while construction is in progress on such Lot; or (c) promote a political candidate, party, or issue for a two (2) week period starting no earlier than two (2) weeks prior to the date of the election or referendum and which must be removed no later than the day after the date of the election or referendum. Additionally, the right is reserved by Declarant (and any builder) to construct and maintain signs, billboards, and advertising devices as is customary in connection with the development of the Subdivision and the sale of newly constructed residences. Declarant and the Association shall also have the right to erect identifying signs at each entrance to the Subdivision. In no event shall any sign, billboard, poster or advertising device of any character, other than as specifically prescribed in the first sentence of this Section, be erected, permitted or maintained on any Lot without the express prior written consent of the T.M.A.R.C.. The Association shall have the right to enter any Lot and remove any sign, billboard, poster or advertising device which is not permitted by this Section and in so

doing will not be subject to any liability for trespassing or other tort in connection therewith or arising from such removal.

ARTICLE IX ARCHITECTURAL RESTRICTIONS

Section 1. Type of Living Unit. No building shall be erected, altered, placed or permitted to remain on any Lot other than a Single Home, Town Home, or a Patio Home as reflected on the Plat. Every residence shall have either an attached or detached enclosed garage, or a carport, for at least two (2) full sized automobiles.

Section 2. Type of Construction. Exterior walls may be of masonry, brick, wood, or other suitable material approved by the T.M.A.R.C. and, unless otherwise approved by the T.M.A.R.C.. No garage shall exceed in height the dwelling to which it is appurtenant without the written consent of the T.M.A.R.C.. Every permitted accessory building shall correspond in style and architecture with the dwelling to which it is appurtenant.

Section 3. Dimensions of Living Units. Unless otherwise approved by the T.M.A.R.C., no residential structure shall be erected, altered, placed, or permitted to remain on any Lot located in the Subdivision unless its living area shall be no smaller than one thousand six hundred (1,600) square feet of usable floor space and no larger than six thousand (6,000) square feet of usable floor space, in each case exclusive of porches, and shall not be more than 2 ½ stories in height.

Section 4. Location of Living Unit on Lot. Except as may be authorized in writing by the T.M.A.R.C., no building or structure shall be located nearer to any front, side or rear Lot line than as permitted by the utility easements and the setback lines shown on the recorded Plat of the Subdivision. Should two or more adjoining building sites be owned by the same or substantial the same Owner or Owners, said Owner or Owners shall be permitted to erect a structure across the building site lines common to the sites owned by said Owner or group of Owners, and such construction shall not be considered to be in violation of the side or rear setback restrictions described above, so long as such improvements or structures are determined to consist of one continuous building, which determination shall be in the sole good faith discretion of the T.M.A.R.C.. Except as expressly approved in writing by the T.M.A.R.C., the immediately preceding sentence shall in no way affect or change the side or rear setback lines hereinabove set forth and these setback lines shall continue to apply to any building site or a group of building sites under the same or substantially the same ownership. For the purpose of these restrictions, the front of each Lot shall coincide with and be the property line having the smallest dimension abutting a street. Each Living Unit will face the front of the Lot, and will be provided with driveway access from the front of the Lot only; except that a garage on the corner Lots may face the side street. The Architectural Review Committee shall be empowered to grant exceptions for minor variances, up to one (1) foot in any direction in house locations. The front building setback line shall be as hereinabove required. Except for the Town Homes, which shall have no side set-back lines, unless otherwise provided for in the Town Home Declaration, no Living Unit shall be located on the Lot nearer than five (5) feet (three (3) feet for Patio Homes)

from either side property line except that on all corner Lots no structure shall be erected nearer than ten (10) feet (ten (10) feet from a Patio Home) from either side line abutting a street. No Living Unit shall be located on any Lot within any utility easement located along the rear lot line. Detached garages may be located within three (3) feet from a side property line.

Section 5. Roof Material. Roof of all residences shall be constructed so that the exposed material is of a material and grade that complies with the FHA and VA guidelines in force on the date of construction of the roof involved, and of a color acceptable to the T.M.A.R.C..

Section 6. Driveways. Unless the T.M.A.R.C. agrees otherwise, each Lot shall have driveway access to the street on which the Living Unit constructed thereon faces and shall not have driveway access to a street on which it may side, except in the case of corner lots. The Owner shall repair at his expense any damage to the street occasioned by construction and maintenance of the driveway thereto.

Section 7. Curb Ramps. If required by applicable federal, state or local law, curbs with accompanying sidewalks shall have curb ramps (depressions in the sidewalk and curb) at all crosswalks to provide safe and convenient movement of physically handicapped persons confined to wheelchairs. Such curb ramps will be provided at the time of construction of any sidewalks and shall be constructed in accordance with specifications provided by the applicable governmental authority.

Section 8. Traffic Sight Areas. No fence, wall, hedge, or shrub planting which obstructs sight lines at elevations between two and six feet above the street shall be permitted to remain on any corner Lot within the triangular area formed by the two (2) Lot lines abutting the streets and a line connecting them at points twenty-five (25) feet from their intersection or within the triangular area formed by the Lot line abutting a street, the edge line of any driveway or alley pavement and a line connecting them at points ten (10) feet from their intersection.

Section 9. Screening Fences. No fence or wall shall be erected on any Lot nearer to the street than the building setback lines as shown on the Subdivision Plat. The erection of chain link fences facing upon a street is prohibited. Except as otherwise provided herein, plants, fences or walls utilized in protective screening areas as shown on the Subdivision Plat or as required by FHA or VA shall be maintained to form an effective screen for the protection of the Subdivision throughout the entire length of such areas by the owners of the Lots adjacent thereto at their own expense. If the FHA or the VA shall require said protective screening areas, then, whether or not the residence on any Lot affected by the screening requirements is built according to FHA or VA specifications, all screening devices shall be constructed according to FHA or VA requirements.

Section 10. Exterior Antennas. The T.M.A.R.C. may adopt and publish from time to time (and shall make available to any Owner for review upon request) guidelines restricting the height and location of, and establishing screening requirements for, exterior television antenna, television satellite reception discs or radio antenna of any sort that may be placed upon any of the Lots or any portion of the improvements and structures to be located in the Subdivision and all such items shall be in compliance with all FCC requirements.

Section 11. Temporary Structures. No structures of a temporary character, including tents, shacks, barns, or other outbuildings shall be placed on any Lot located within the Subdivision except for such temporary buildings utilized by the Declarant or the builder of any residence during the period of construction. Trailers and motor vehicles shall not be used on any Lot at any time as a residence, either temporarily or permanently.

Section 12. Air Conditioners. Except during construction periods, no window or wall type air conditioners visible from any street shall be permitted.

Section 13. Mailboxes and Identifying Numbers. House numbers and similar matter used in the Subdivision must be harmonious with the overall character and aesthetic appeal of the community and the decision of the T.M.A.R.C. that any such matter is not harmonious shall be final. Mailboxes will be grouped in clusters as determined by the Board of Directors.

Section 14. Private Utility Lines. All electrical, telephone and other utility lines and facilities which are located on a Lot, and are not owned by a governmental entity or a public utility company shall be installed in underground conduits or other underground facilities unless otherwise approved in writing by the T.M.A.R.C..

Section 15. Solar Collectors. No solar collectors shall be installed without the prior written approval of the T.M.A.R.C.. Such installation shall be in harmony with the design of the residence. Whenever reasonably possible, solar collectors shall be installed in a location that is not visible from the public street in front of or to the side of any residence.

Section 16. Wiring and Plumbing. All wiring and plumbing either inside or outside of the Living Unit must comply with State and Local requirements.

Section 17. Toilets. No cesspool shall be dug, used, or maintained on any parcel of land in this Subdivision. Drainage of sewage into roads, streets, alleys, ditches, ravines or upon open ground shall be strictly prohibited and as enforceable as any other violation of these restrictions.

Section 18. Appliances. All freezers, refrigerators, washers, dryers or other household appliances shall be placed inside of the Living Unit or the garage, and shall not be placed on porches or on any other exterior portion of the Lots.

ARTICLE X MANAGEMENT AGREEMENTS

Each Owner hereby agrees to be bound by the terms and conditions of all management agreements entered into by the Association for the management of the Common Area and the facilities located thereon. Any and all management agreements entered into by the Association shall provide that the Association may cancel said management agreement by giving the other party thirty (30) days written notice when so authorized by the vote of a majority of the membership votes in the Association entitled to be cast at a meeting of the Members or otherwise. In no event shall such management agreement be canceled prior to the time the Association or its Board of Directors negotiate and enter into a new management agreement

which is to become operative immediately upon the cancellation of the preceding management agreement. It shall be the duty of the Association or its Board of Directors to effect a new management agreement prior to the expiration of any prior management contract. Any and all management agreements shall be for a term not to exceed one (1) year and shall be made with a professional and responsible party or parties with proven management skills and experience managing a project of this type.

ARTICLE XI EASEMENTS

Section 1. General. Declarant shall have the right to grant, convey, dedicate or reserve easements over, on or under any part of the land in the Subdivision reasonably required for streets and/or for electric light and power, telephone, natural gas, water, sanitary sewer, storm sewer, cable television, and other utility lines and facilities by separate recordable document for a period of ten (10) years after the date this Declaration of Covenants, Conditions, and Restrictions is filed of record in the Official Public Records of Real Property of Harris County, Texas, so long as such easements do not materially impair use of the Lots for single family residential use as set forth herein, regardless of whether at such time Declarant has title to the land within the easement(s). Thereafter, the Association shall have the power and authority to grant such an easement upon the vote of a majority of the Board of Directors to be cast at any meeting of the Board of Directors of the Association or otherwise. An easement is also specifically granted to the United States Post Office, its agents and employees, to enter upon any portion of the Subdivision in performance of mail delivery or any other United States Post Office services. An easement is also granted to all police, fire protection, ambulance, and similar persons to enter upon any portion of the Subdivision in performance of their duties. Further, an easement is hereby granted to the Association, its officers, agents, employees, and to any management company duly selected by the Association, to enter in or cross over the Common Area and/or any Lot to perform the duties of maintenance and repair as provided for herein. The easements provided for in this Article shall in no way affect any other recorded easements covering any portion of the Subdivision.

Section 2. Underground Electric Service. Underground single phase electric service may be available to all dwellings or structures located in the Subdivision. In such event, the metering equipment shall be located either on the exterior surfaces or walls of dwellings or structures or at points to be designated by the utility company. The utility company shall have a two-foot wide underground easement along and centered on the underground electrical power service conductor installed and running from the utility company's easement shown on the recorded Plat of the Subdivision to the designated point of service on the dwelling or structure. This easement shall be for the maintenance of its conductors and metering equipment. For so long as such underground service is maintained, the electrical service to each dwelling and structure located in the Subdivision shall be uniform and exclusively of the type known as single phase, 120/240 volt, 3 wire, 60 cycle alternating current. This two-foot easement for underground electrical service may be crossed by driveways, walkways and patio areas, provided the Declarant or builder makes prior arrangements with the utility company furnishing such service. However, this easement shall be kept clear of all buildings. Neither the Declarant nor the utility company using this easement shall be liable for any damage done by either of them or

their assigns, their agents, employees, or servants to shrubbery, trees, flowers, or other improvements located on the land covered by such easement. Further, all of the Subdivision shall be subject to such easements, restrictions, covenants, and conditions are required to be imposed against the Subdivision by Declarant in any agreement entered into with Houston Lighting and Power Company for the deliver of underground electrical service to the Subdivision (the "Utility Agreement"). Accordingly, the recordation of any such Utility Agreement in the Official Public Records of Real Property of Harris County, Texas, shall constitute an amendment to the Declaration that includes in this Declaration and imposes against the Subdivision any and all easements, restrictions, covenants, and conditions required under said Utility Agreement.

Notwithstanding the foregoing, no representation or warranty is made as to the above or below ground location of electrical facilities, which in all cases is subject to the requirements of the public utility companies.

Section 3. Cable Service. To the extent permitted by applicable law, Declarant reserves the right to hereafter enter into a franchise or similar type agreement with one or more cable television companies and Declarant shall have the right and power in such agreement or agreements to grant such cable television company or companies the uninterrupted right to install and maintain communications cable and related ancillary equipment and appurtenances within the utility easements or rights-of-way reserved and dedicated herein and in the Plat referenced above. Declarant agrees to transfer and assign any such agreement to the Association and Declarant does hereby reserve unto the Association, the sole and exclusive right to obtain and retain all income, revenue, and other things of value paid or to be paid by such cable television company or companies pursuant to any such agreements between Declarant or the Association and such cable television company or companies.

Section 4. Easement Regarding Project Brick Fence or Wall. Declarant hereby reserves for itself and for the Association a non-exclusive right-of-way and easement for the purpose of constructing, maintaining, operating, repairing, removing and reconstructing an entry way and identifying Subdivision community perimeter fence (the "Project Brick Fence or Wall") under, across and through a five foot (5') strip of certain Lots that are adjacent to certain of the outer perimeter streets of the Subdivision, as well as a five foot (5') strip in such other locations as determined by Declarant or the Association, on which five foot (5') strip such Project Brick Fence or Wall is constructed. Prior to construction of such entry way and such Project Brick Fence or Wall, the Declarant and/or the Association shall have the right to go over and across the portions of the Lots that are adjacent to such five foot (5') easement strip for the purpose of performing surveys and other such necessary pre-construction work. After the construction of the entry way and such Project Brick Fence or Wall, Declarant and/or the Association, from time to time, and at any time, shall have a right of ingress and egress over, along, across and adjacent to said five foot (5') easement strip for purposes of maintaining, operating, repairing, removing, reconstructing and/or inspecting the fence. The Owners of the Lots shall have all other rights in and to such five foot (5') easement strip located on each Owner's respective Lot; provided, however, such Owner shall not damage, remove or alter the Project Brick Fence or Wall or any part thereof.

**ARTICLE XII
GENERAL PROVISIONS**

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

Section 2. Duration and Amendment. The covenants, conditions, restrictions, reservations, liens, and charges set forth in this Declaration shall run with the land and shall be binding upon and inure to the benefit of the Association, all Owners, their respective legal representatives, heirs, successors and assigns for a term of fifty (50) years from the date this Declaration is filed with the County Clerk of Harris County, Texas, for recordation in the Official Public Records of Real Property of Harris County, Texas, after which time said covenants, conditions, restrictions, reservations, liens, and charges shall be automatically extended and renewed for successive periods of ten (10) years each, unless prior to said renewal date an instrument signed and acknowledged by the then Owners of not less than seventy-five percent 75(50%) of the total number of votes in the Subdivision is filed for record with the County Clerk of Harris County, Texas, altering, rescinding or modifying said covenants and restrictions in whole or in part as of said renewal date.

Notwithstanding anything to the contrary herein contained, it is expressly understood and agreed that the Owners of seventy-five percent (75%) of the total number of votes in the Subdivision shall have the power and authority to amend this Declaration and such amendment shall become effective on the date an instrument, signed and acknowledged by the then Owners of seventy-five percent (75%) of the total number of votes in the Subdivision, is filed for record in Harris County, Texas, so amending said Declaration. In addition, Declarant shall have the right at any time and from time to time, without the joinder or consent of any other party, to amend this Declaration by any instrument in writing duly signed, acknowledged, and filed for record in the Official Public Records of Real Property of Harris County, Texas, for the purpose of correcting any typographical or grammatical error, ambiguity or inconsistency appearing herein, or for the purpose of complying with any statute, regulation, ordinance, resolution, or order of the Federal Housing Administration, the Veterans Administration, or any federal, state, county, or municipal governing body, or any agency or department thereof; provided that any such amendment shall be consistent with and in furtherance of the general plan and scheme of development as evidenced by this Declaration and any Supplemental Declarations taken collectively, and shall not impair or affect the vested property rights of any Owner or his mortgagee.

Section 3. Canvassing. Where this Declaration of Covenants, Conditions, and Restrictions requires that an instrument be executed by a certain percentage or number of the Member or Owners, such instrument may be circulated among the Members or Owners by a door-to-door canvass and need not be presented at any meeting of the Members or otherwise,

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provided the Board of Directors of the Association is notified in writing by certified mail, return receipt requested, of the fact that an action is contemplated by a canvassing of the Members or the Owners.

Section 4. Severability. If any provision of this Declaration or the application thereof to any person or circumstance shall, for any reason or to any extent, be invalid or unenforceable, neither the remainder of this Declaration nor the application of such provision to other persons or circumstances shall be affected thereby, but shall be enforced to the fullest extent permitted by law.

Section 5. Gender and Number. Whenever used, the singular number shall include the plural, the plural singular, and the use of any gender shall be applicable to all genders.

Section 6. Headings. The paragraph entitlements hereof are inserted for convenience of reference only and shall in no way alter, modify or define, or be used in construing the text of such paragraphs.

Section 7. Disclaimer of Warranty. DECLARANT MAKES NO WARRANTY, EXPRESS OR IMPLIED, REGARDING THE SUBDIVISION, OR THE SUBDIVISION DEVELOPMENT OR ANY IMPROVEMENT TO OR IMPROVEMENTS ON THE SUBDIVISION, OR THE SUBDIVISION DEVELOPMENT, THE CONDITION OF THE SUBDIVISION, OR THE SUBDIVISION DEVELOPMENT, THE SUFFICIENCY OF UTILITIES, THE WORKMANSHIP, DESIGN OR MATERIALS USED IN EVERY IMPROVEMENT, INCLUDING WITHOUT LIMITATION COMMON AREA AND INCLUDING WITHOUT LIMITATION, ANY EXPRESS OR IMPLIED WARRANTY OF MERCHANTABILITY, LIABILITY, FITNESS, OR SUITABILITY FOR ANY PARTICULAR PURPOSE OR USE OR ANY WARRANTY OF QUALITY.

IN WITNESS WHEREOF, this Declaration is executed on this the 10th day of November, 2005.

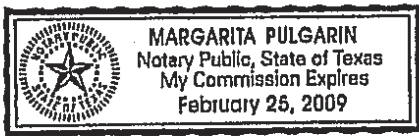
TIVOLI DEVELOPMENT, L.P.,
a Texas limited partnership

JOR

By: *Antonio*
Name: ANTONIO MARZIALE
Title: President, Hepington Capital Management, its
sole General Partner

STATE OF TEXAS §
 §
COUNTY OF HARRIS §

This instrument was acknowledged before me on this the 10th day of November, 2005, by Antonio Marziale President of Tivoli Development, L.P., a Texas limited partnership, on behalf of said limited partnership.



Margarita Pulgarin
Notary Public in and for the State of Texas

[SEAL]

After recording please return to the address below:

Tivoli Development, L.P.
1300 Post Oak Blvd., Suite 820
Houston, Texas 77056
Attn: Antonio Marziale

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

2005 NOV 15 AM 11:14
FILED
County Clerk
HARRIS COUNTY, TEXAS
Barbara L. Keyfman

NOV 15 2005



Barbara L. Keyfman
COUNTY CLERK
HARRIS COUNTY, TEXAS