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COMPARED

OFFICIAL RECORDS

DECLARATION OF COVENANTS, CONDITIONS AND RESTRICTIONS (GREENWOOD, SECTION III)

THIS DECLARATION, made on the date hereinafter set forth by 2218/READING ROAD JOINT VENTURE, a Texas Joint Venture, acting herein by and through their duly authorized representatives hereinafter referred to as "Declarant".

W I T N E S S E T H

WHEREAS, Declarant is the owner of certain property in Greenwood Section III , County of Fort Bend, State of Texas, which is more particularly described as:

- Lots 1-35, both inclusive in Block 1
- Lots 1-21, both inclusive in Block 2
- Lots 1-61, both inclusive in Block 3

All of said Lots being in GREENWOOD SECTION III, as per the map or plat thereof, recorded in the Plat Records, in Slide No. 723A of Fort Bend County, Texas.

WHEREAS, Declarant desires to establish a uniform plan for the development, improvement and sale of the residential lots in said subdivision, and to ensure the preservation of such uniform plan for the benefit of both the present and future owners of residential lots in said subdivison;

NOW, THEREFORE, Declarant hereby declares that all of the properties described above shall be held, sold and conveyed subject to the following easements, restrictions, covenants, and conditions, which are for the purpose of protecting the value and desirability of, and which shall run with the real property and be binding on all parties having any right, title or interest in the described properties or any part thereof, their heirs, successors and assigns, and shall inure to the benefit of each owner thereof. Further, the Association, as hereinafter provided, shall have the right to enforce these covenants, conditions and restrictions.

OFFICIAL RECORDS

ARTICLE I
DEFINITIONS

Section 1. "Association" shall mean and refer to GREENWOOD COMMUNITY ASSOCIATION, INC., a Texas non-profit corporation, its successors and assigns.

Section 2. "Owner" shall mean and refer to the record owner, whether one or more persons or entities, of a fee simple title to any Lot or portion of a Lot, on which there is or will be built a detached single family dwelling, including contract sellers, but excluding those having such interest merely as security for the performance of an obligation and those having only an interest in the mineral estate.

Section 3. "Properties" shall mean and refer to that certain real property first hereinabove described, and such additions thereto as may be hereafter be brought within the jurisdiction of the Association.

Section 4. "Lot" shall mean and refer to any plat of land shown upon any recorded subdivision map of the Properties, or a residential building site resulting from a consolidation or re-subdivision of a Lot, pursuant to Section 5 of Article II hereof, with the exception of property designated thereon as "Reserves" or "Common Area", if any, and any other designated reserves.

Section 5. "Common Area" shall mean all real property together with the improvements thereon owned by the Association for the common use and benefit of the Owners.

Section 6. "Declarant" shall mean and refer to 2218/ READING ROAD JOINT VENTURE, its successors and assigns if such successors or assigns should acquire more than one undeveloped Lot from the Declarant for the purpose of development. For the purpose of this Declaration, "developed Lot" shall mean a Lot with the street on which it faces opened and improved with utilities installed and ready to furnish utility service to such Lot, and "undeveloped Lot" is any Lot which is not a developed Lot.

Section 7. "Plat" shall mean and refer to the recorded map or plat of GREENWOOD, SECTION III, recorded in Volume _____, Page __, of Plat Records of Fort Bend County, Texas.

Section 8. "Occupant" shall mean and refer to any person or persons in possession of any property or home in the subdivision other than a homeowner.

ARTICLE II
USE RESTRICTIONS

Section 1. Single Family Residential Construction. No building shall be erected, altered or permitted to remain on any Lot other than one single-family residential dwelling not to exceed 2 stories in height, which may have a private garage/carport for not more than 3 cars and bona fide servants' quarters which structures shall not exceed the main dwelling in height and which structures may be occupied only by a member of the family occupying the main residence on the building site or by domestic servants employed on the premises and no room(s) -in the dwelling and no space in any other structure shall be leased or rented. This shall not preclude the main residential structure from being leased or rented in its entirety as a single residence to one family or person.

Section 2. Architectural Control. No building or improvements of any character shall be erected or placed or the erection thereof begun, or changes made in the design thereof after original construction, on any Lot until the construction plans and specifications and a plan showing the location of the structure or improvements have been submitted to and approved in writing by the Architectural Control Committee, initially composed of Robert B. Brunson, Barry W. Ellis and John L. Ramsey or its duly authorized representative, as to compliance with these restrictions, quality of material, harmony of external design with existing and proposed structures and as to location with respect to topography and the finished grade elevation. If there exists at any time one or more vacancies in the Architectural Control Committee, the remaining member or members of such Committee may designate successor member(s) to fill such vacancy or vacancies provided that Declarant may from time to time, without liability of any character for so doing, remove and replace any such members of the Architectural Control Committee as it may in its sole discretion determine. The Declarant, Architectural

Control Committee and the individual members thereof shall not be liable for any act or omission in performing or purporting to perform the functions delegated hereunder. In the event the Committee fails to indicate its approval or disapproval within thirty (30) days after the receipt of the required documents, approval will not be required and the related covenants set out herein shall be deemed to have been fully satisfied. Declarant hereby retains its rights to assign the duties, powers and responsibilities of the Architectural Control Committee to GREENWOOD COMMUNITY ASSOCIATION, INC. when one hundred percent (100%) of all Lots and all subsequent sections of GREENWOOD SECTION III are occupied by residents, and the term "Architectural Control Committee" herein shall include the Association, as such assignee. The approval or lack of disapproval by the Architectural Control Committee shall not be deemed to constitute any warranty or representation by such Committee including, without limitation, any warranty or representation to fitness, design or adequacy of the proposed construction or compliance with applicable statutes, codes and regulations. Anything contained in this Article 2, Section 2 or elsewhere in this Declaration to the contrary notwithstanding, the Architectural Control Committee, and its duly authorized representative, is hereby authorized and empowered, at its sole and absolute discretion, to make and permit reasonable modifications or deviations from any of the requirements of this Declaration relating to the type, kind, quantity or quality of the building materials to be used in the construction of any building or improvement on any Subdivision Lot and of the size and location of any such building or improvement when, in the sole and final judgement and opinion of the Committee, or its duly authorized representative, such modifications and deviations in such improvements will be in harmony with existing structures and will not materially detract from the aesthetic appearance of the Subdivision and its improvements as a whole.

The Architectural Control Committee may require the submission to it of such documents and items (including as examples, but without limitation, written request for and description of the variances requested, plans, specifications, plot plans and samples of material(s)), as it shall deem appropriate, in connection with its consideration of a request for a variance. If the Architectural

Control Committee shall approve such requests for a variance, the Architectural Control Committee 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 Architectural Control Committee to permit the variance, describing (when applicable), the conditions on which the variance has been approved (including as examples, but without limitations, the type of alternate materials to be permitted, and alternate fence height approved or specifying the location, plans and specifications applicable to an approved out building), and signed by a majority of the then members of the Architectural Control Committee (or by the committee's duly authorized representative). Any request for a variance shall be deemed to have been disapproved for the purposes hereof in the event of either (a) written notice of disapproval from the Architectural Control Committee; or (b) failure by the Architectural Control Committee to respond to the request for variance. In the event the Architectural Control Committee or any successor to the authority thereof shall not then be functioning and/or the term of the Architectural Control Committee shall have expired and the Board of Directors of the Association shall not have succeeded to the authority thereof as herein provided, no variances from the covenants shall be permitted, it being the intention of the Declarant that no variances be available except at the discretion of the Architectural Control Committee or if it shall have succeeded to the authority of the Architectural Control Committee in the manner provided herein, the Board of Directors of the Association. The Architectural Control Committee shall have no authority to approve any variance except as expressly provided in this Declaration.

Section 3. Minimum Square Footage Within Improvements. The living area on the ground floor of the main residential structure (exclusive of porches, garages and servants' quarters) shall not be less than eight hundred (800) square feet for one-story dwellings. The total living area for a multi-story dwelling shall not be less than 1,000 square feet.

Section 4. Location of the Improvements Upon the Lot.

A. No building or other improvements shall be located on any Lot nearer to the front line or nearer to the street sideline than the minimum building setback line shown on the recorded plat. No building shall be located on any lot nearer than ten (10) feet to any side street line. Subject to Paragraph B of this Section, no building shall be located nearer than five (5) feet to any interior lot line, except that a detached garage or other permitted accessory building may be located within three (3) feet of an interior lot line.

B. "Zero Lot Line Detached". Further, improvements may be constructed so as to have one outside wall abutting the side property line designated as the "zero setback line" for that Lot, except in the case of corner lots or unless a different layout is authorized in writing by the Architectural Control Committee. Corner lots may have a "zero setback line" opposite the side street. To provide for uniformity and proper utilization of the building area within the Lots, dwellings or appurtenant structures on a lot shall not be less than ten (10) feet from the dwelling or appurtenant structure on any contiguous Lot(s). No windows, doors or other openings may be placed in the wall built on or parallel to the zero setback line unless the wall is a minimum of three (3) feet from the zero setback line, except that walls on the zero setback line may have openings if such wall faces onto a reserve, easement, or a side street. The side wall of the dwelling or appurtenant structure built on the zero setback line shall be constructed using permanent low-maintenance material, all materials shall meet and be approved by the Architectural Control Committee; and such walls shall satisfy the Local Authority Building Code as to fire resistance. The Owner of any adjacent Lot shall not attach anything to a side wall or fence located upon the zero setback line; nor shall the Owner of any adjacent Lot alter in any manner, i.e., structure, color, material or otherwise a side wall or fence located upon the zero setback line without the written approval of both the owner of the adjacent Lot and of the Architectural Control Committee.

Section 5.

A. Composite Building Site. Any owner of one or more adjoining Lots (or portions thereof) may consolidate such Lots or

portions into one single-family residence building site, with the privilege of placing or constructing improvements on such site, in which case setback lines shall be measured from the resulting side property lines rather than from the lot lines shown on the recorded plat. Any such proposed composite building site(s) must be approved by the Architectural Control Committee.

B. Re-subdivision of Lots. No Lot shall be re-subdivided, nor shall any building be erected or placed on any such re-subdivided Lot, unless each building site resulting from such re-subdivision shall have a minimum width of not less than 40 feet at the front building line; provided, however, that nothing contained herein shall be constructed to prohibit the re-subdivision of any Lot or Lots within the Properties by the Owner thereof prior to construction of residence(s) thereon if such re-subdivision results in each re-subdivided Lot or building site having the minimum Lot width aforesaid. Any such re-subdivision must be approved by the Architectural Control Committee. Declarant shall have the right, but shall never be obligated, to re-subdivide into lots, by recorded plat or in any other lawful manner, all or any part of the property contained within the outer boundaries of the subdivision plat, and such lots, as replatted, shall be subject to these restrictions as if such lots were originally included herein. Any such replat must comply with all Local, State, Federal Housing Administration, and Veteran Administration replatting ordinances, statutes, regulations and requirements.

Section 6. Easements. Easements for installation and maintenance of utilities are reserved as shown and provided for on the recorded plat or separate instrument, and no structure of any kind shall be erected upon any of said easements. Neither Declarant nor any utility company using the easements shall be liable for any damage done by either of them or their assigns, their agents, employees or servants to shrubbery, trees, flowers or improvements of the owner located on the land within or affected by said easements.

Further, Lots and the Common Area, if any, adjoining Lots with improvements situated on the zero setback line shall be subject to a ten (10) foot maintenance and access easement, measured from the wall of the structure constructed on the adjoining lot, for the

construction, repair and maintenance of improvements located upon any adjacent Lot where said improvements are located on the "zero setback line" of the adjacent Lot. The zero setback line owner must replace any fencing, landscaping or other items on the adjoining lot that he may disturb during such construction, repair or maintenance. Additionally, this easement, when used, must be left clean and unobstructed unless the easement is actively being utilized and any items removed must be replaced. Except in the event of an emergency, the zero setback line owner must notify the owner of the adjacent Lot of his intent to do any construction or maintenance upon the zero setback line at least forty-eight (48) hours before any work is started, with the hours that such access easement may be utilized being restricted to between the hours of 8:00 a.m. and 5:00 p.m., Monday through Friday, and 9:00 a.m. to 3:00 p.m. on Saturdays. In the event of an emergency, no such notice is necessary.

Section 7. Prohibition of Trade and Offensive Activities.

No activity, whether for profit or not, shall be conducted on any Lot which is not related to single family residential purposes. No noxious or offensive activity of any sort shall be permitted nor shall anything be done on any Lot which may be or become an annoyance or a nuisance to the neighborhood.

Section 8. Use of Temporary Structures.

No structures of a temporary character, mobile home, camper, trailer, basement, tent, shack, garage, barn or other outbuilding shall be used on any Lot at any time as a residence. Portable buildings used for accessory or storage purposes shall be limited to not more than eight (8) feet in height and one hundred twenty (120) square feet of floor space and shall be subject to approval of the Architectural Control Committee. Temporary structures may be used as building offices and for related purposes during the construction period. Such structures shall be inconspicuous and sightly and shall be removed immediately after completion of construction and shall be subject to approval of the Architectural Control Committee.

Section 9. Storage of Automobiles, Boats, Trailers and Other Vehicles.

No trailers, boat trailers, travel trailers, inoperative automobiles, campers, or vehicles of any kind shall be semi-permanently or permanently parked or stored in the public street

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right-of-way or forward of the front building line. Storage of such items and vehicles must be screened from public view, either within the garage or behind a fence which encloses the rear of the Lot. No commercial trucks, vans or trailers shall be parked on driveways or in streets within the Properties for periods of time exceeding twelve (12) hours, nor more than twenty-four (24) hours in any calendar week.

✓ Section 10. Mineral Operation. No oil drilling, oil development operations, oil refining, quarrying or mining operations of any kind shall be permitted upon or in any Lot, nor shall any wells, tanks, tunnels, mineral excavation, or shafts be permitted upon or in any Lot. No derrick or other structures designed for the use of boring for oil or natural gas shall be erected, maintained, or permitted upon any Lot.

Section 11. Animal Husbandry. No animals, livestock or poultry of any kind shall be raised, bred or kept on any Lot, except that dogs, cats or other common household pets of the domestic variety may be kept provided that they are not kept, bred or maintained for commercial purposes and provided that no more than two (2) of each type animal is kept.

✓ Section 12. Walls, Fences and Hedges. No wall, fence or hedge shall be erected or maintained nearer to the front lot line than the front building line on such Lot, nor on corner lots nearer to the side lot line than the building setback line parallel to the side street. No side or rear fence, wall or hedge shall be more than seven (7) feet in height. No chain link fence of any type construction will be permitted on any Lot. Any wall, fence or hedge erected on a Lot by Declarant or its assigns, shall pass Ownership with title to the Lot and it shall be owner's responsibility to maintain said wall, fence, or hedge thereafter; except for any wall, fence or hedge erected by Declarant on Lot lines adjoining Avenue N and Reading Road shall have an allowable height of eight (8) feet, and shall be at that time the responsibility of the "Association".

Section 13. Visual Obstruction at the Intersection of Public Streets. No object or thing which obstructs sight lines at elevations between two (2) and six (6) feet above the surface of the streets within the triangular area formed by the curb lines of the streets

involved and a line running from curb line to curb line at points twenty-five (25) feet from the junction of the street curb lines shall be placed, planted or permitted to remain on any corner lots.

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Section 14. Lot Maintenance. The Owner or Occupants of all Lots shall at all times keep all weeds and grass thereon cut in a sanitary, healthful and attractive manner and shall in no event use any Lot for storage of material and equipment except for normal residential requirements or incident to construction of improvements thereon as herein permitted. The accumulation of garbage, trash or rubbish of any kind or the burning (except as permitted by law) of any such materials is prohibited. In the event of default on the part of the Owner or Occupants of any Lot in observing the above requirements or any of them, such default continuing after ten (10) days' written notice thereof, Declarant or its assigns may, without being under any duty to so do, in trespass or otherwise, enter upon said lot, cut or cause to be cut, such weeds and grass and remove or cause to be removed, such garbage, trash and rubbish or do any other thing necessary to secure compliance with these restrictions and to place said Lot in a neat, attractive, healthful and sanitary condition, and may charge the Owner or Occupants of such Lot for the cost of such work. The Owner or Occupants, as the case may be, agrees by the purchase or occupation of the Lot to pay such statement immediately upon receipt thereof.

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Section 15. Signs, Advertisements, Billboards. No sign, advertisement, billboard or advertising structure of any kind shall be placed, maintained or displayed to the public view on any Lot except one sign for each building site, of not more than five (5) square feet, advertising the property for sale or rent. Declarant, or its assigns, shall have the right to remove any such sign, advertisement, billboard or structure which is placed on said Lots, and in doing so shall not be subject to any liability for trespass or other tort in connection therewith or arising from such removal. Declarant or its assigns may maintain, as long as it owns property in GREENWOOD, SECTION III, in or upon such portion of the Properties as Declarant may determine, such facilities as in its sole discretion may be necessary or convenient, including, but without limitation, offices, storage areas, model units and signs, and Declarant may use, and permit such builders (who are at the relevant time building and selling houses in GREENWOOD, SECTION

III) to use, residential structures, areas, model units and signs, and Declarant may use, and permit such builders (who are at the relevant time building and selling houses in GREENWOOD, SECTION III) to use, residential structures, garages or accessory buildings for sales offices and display purposes, but all rights of Declarant and of any builder acting with Declarant's permission under this sentence, shall be operative and in effect only during the construction and sales period within the area.

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Section 16. Roofing Material. The roof of any building (including any garage or servant's quarters) shall be constructed or covered with (1) wood shingles or (2) asphalt or composition type shingles comparable in color to wood shingles. The decision of such comparison shall rest exclusively with the Architectural Control Committee. Any other type of roofing material shall be permitted only at the sole discretion of the Architectural Control Committee upon written request.

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Section 17. Maximum Height of Antennae. No electronic antenna or device of any type other than an antenna for receiving normal television signals shall be erected, constructed, placed or permitted to remain on any Lot, houses or buildings. Television antennae must be located to the rear of the roof ridge line, cable or center line of the principal dwelling. Freestanding antennae must be attached to and located behind the rear wall of the main residential structure. No antennae, either freestanding or attached, shall be permitted to extend more than ten (10) feet above the roof of the main residential structure on the Lot, or shall be erected on a wooden pole.

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Section 18. Sidewalks. Before the dwelling unit is completed and occupied, the Lot Owner shall construct a concrete sidewalk four (4) feet in width parallel to the street curb two (2) feet back from the boundary lines of the Lot into the street right-of-way and/or to street curbs in the case of corner lots. Owners of corner lots shall install such a sidewalk both parallel to the front lot line and parallel to the side street lot line. Curb ramps (depressions in the sidewalk and curb) with accompanying sidewalks shall be constructed at all crosswalks to provide safe and convenient movements of physically handicapped persons confined to wheelchairs. Such curb ramps will be provided at the time of construction of any

sidewalks. Such sidewalks shall comply with all Federal, State and County regulations respecting construction and/or specifications, if any.

✓ Section 19. Window Units. All supplements to the central air conditioning system must be used, erected, placed or maintained behind all GREENWOOD, SECTION III residential properties. No window or wall type air conditioning units shall be permitted to be seen from the street view of said property.

✓ Section 20. Recreational Equipment. All playground and recreational equipment must be used, erected, placed or maintained behind all GREENWOOD, SECTION III residential properties. No playground or recreational equipment shall be permitted to be seen from the street view of said property.

Section 21. Underground Electric Service. An underground electric distribution system will be installed in that part of GREENWOOD, SECTION III, designated Underground Residential Subdivision, which underground service area shall embrace all Lots in GREENWOOD, SECTION III. The Owner of each Lot in the Underground Residential Subdivision shall, at his own cost, furnish, install, own and maintain (all in accordance with the requirement of local governing authorities and the national Electrical Code) the underground service cable and appurtenances from the point of the electric company's metering on the customer's structure to the point of attachment at such company's installed transformers or energized secondary junction boxes, such point of attachment to be made available by the electric company at a point designed by such company at the property line of each Lot. The electric company furnishing service shall make the necessary connections at said point of attachment and at the meter. In addition, the Owner of each such Lot shall, at his own cost, furnish, install, own and maintain a meter loop (in accordance with the current standards and specifications of the electric company furnishing service) for the location and installation of the meter of such electric company for the residence constructed on such Owner's Lot. For so long as underground service is maintained in the Underground Residential Subdivision, the electric service to each Lot therein shall be underground, uniform in character and exclusively of the type known as single phase, 120/140 volt, three wire, 60 cycle, alternating current.

The electric company has installed the underground electric distribution system in the Underground Residential Subdivision at no cost to Developer (except for certain conduits, where applicable) upon Developer's representation that the Underground Residential Subdivision is being developed for single-family dwellings and/or townhouses of the usual and customary type, constructed upon the premises, designed to be permanently located upon the Lot where originally constructed and built for sale to bona fide purchasers (such category of dwelling and/or townhouses expressly excludes, without limitation, mobile homes and duplexes). Therefore, should the plans of Lot Owners in the Underground Residential Subdivision be changed so that dwellings of a different type will be permitted in such Subdivision, the company shall not be obligated to provide electric service to a Lot where a dwelling of a different type is located unless (a) Developer has paid to the company an amount representing the excess in cost, for the entire Underground Residential Subdivision, of the underground distribution system over the cost of equivalent overhead facilities to serve such Subdivision, or (b) the owner of such Lot, or the applicant for service, shall pay to the electric company the sum of (1) \$1.75 per front lot foot, it having been agreed that such amount reasonably represents the excess in cost of the underground distribution system to serve such Lot, plus (2) the cost of rearranging and adding any electric facilities service such Lot, which rearrangement and/or addition as determined by the company to be necessary.

Section 22. Denied Access. All Lots backing and/or siding onto Reading Road, Avenue N, or any Common Area, shall be denied direct access to said roadway or Common Area.

ARTICLE II

GREENWOOD COMMUNITY ASSOCIATION, INC.

MEMBERSHIP AND VOTING RIGHTS

Section 1. Every Owner of a Lot which is subject to assessment shall be a member of the Association. Membership shall be appurtenant to and may not be separated from ownership of any Lot which is subject to assessment.

Section 2. The Association shall have two classes of voting membership;

Class A. Class "A" members shall be all Owners, with the exception of Declarant, and shall be entitled to one (1) vote for each Lot owned. When more than one person holds an interest in Any Lot, all such persons shall be members. The vote for such Lot shall be exercised as they determine, but in no event shall more than one vote be cast with respect to any Lot. Holders of future interest shall not be considered as Owners for the purpose of voting hereunder.

Class B. The Class "B" members shall be Declarant or its successors or assigns and shall be entitled to three (3) votes for each Lot owned. The Class "B" membership shall cease and be converted to Class "A" membership on the happening of either of the following events, whichever occurs earlier:

- (1) When the total votes outstanding in the Class "A" membership equal the total votes outstanding in the Class "B" membership.
- (2) On January 1, 1989.

ARTICLE IV

COVENANT FOR MAINTENANCE ASSESSMENTS

Section 1. Creation of the Lien and Personal Obligation of Assessments. Declarant, in the case of each Lot owned within the Properties, hereby covenants, and each Owner of any Lot by acceptance of a deed therefor, whether or not it shall be so expressed in such deed, shall be deemed to covenant and agree to pay to the Association: (1) annual assessments or charges, and (2) special assessments for capital improvements or for repayment of funds borrowed and used in payment of capital improvements. Such assessments shall be established and collected as hereinafter provided. The annual and special assessments, together with interest, costs and reasonable attorney's fees, shall be a charge on the Lot and shall be a continuing lien upon the Lots against which each such assessment is made. Each such

assessment, together with interests, costs and reasonable attorney's fees, shall also be the personal obligation of the person who was the Owner of the Lot at the time when the assessment fell due.

Section 2. Purpose of Assessments. The assessments levied by the Association shall be used exclusively to promote the recreation, health, safety and welfare of the residents in the Properties.

Section 3. Maximum Annual Assessment. Until January 1, of the year immediately following the conveyance of the first lot to an Owner, the maximum annual assessment shall be \$240.00 per lot.

- (a) From and after January 1, of the year immediately following the conveyance of the first Lot to an Owner, the maximum annual assessment may be increased each year by an amount equal to not more than ten percent (10%) above the maximum annual assessment which could have been made without a vote of the membership in the case of the previous year.
- (b) From and after January 1, of the year immediately following the conveyance of the first Lot to an Owner, the maximum annual assessment may be increased to an amount in excess of ten percent (10%) of the maximum assessment for the previous year by a vote of two-thirds (2/3) of each class of members who are voting in person or by proxy, at a meeting duly called for such purpose.
- (c) The Board of Directors of the Association may fix the annual assessment at an amount not in excess of the maximum.

Section 4. Special Assessments for Capital Improvements. 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, repair or replacement of a capital improvement upon the Common Area, if any, including fixtures and personal property related thereto provided that any such assessment shall have the assent of two-thirds (2/3) of the votes in each class of 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 Section 3 and 4. Written notice of any meeting called for the purpose of taking any action authorized under Sections 3 and 4

shall be mailed (by U.S. first class mail) 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 members or of proxies entitled to cast a minimum of 10% of all the votes of each class of membership shall constitute a quorum. If the required quorum is not present at any such meeting, the meeting shall be adjourned but another meeting may be called subject to the same notice requirements, but the required quorum at such subsequent meeting shall be one-half (1/2) of the required quorum applicable in the case of the preceding meeting to each class of membership. No such subsequent meeting shall be held more than sixty (60) days following the preceding meeting.

Section 6. Rate of Assessment. All Lots in GREENWOOD SECTION III shall commence to bear their applicable maintenance fund assessment simultaneously and Lots in GREENWOOD, SECTION III, owned by Declarant are not exempt from assessment. Lots which are occupied by residents shall be subject to the annual assessment determined by the Board of Directors in accordance with provisions of Section 3 and 7 hereof. Improved Lots in GREENWOOD, SECTION III which are not occupied by a resident and which are owned by Declarant, a builder, or a building company, shall be assessed at the rate of one-half (1/2) of the annual assessment above. The rate of assessment for an individual Lot, within a calendar year, can change as the character of ownership and the status of occupancy by a resident changes, and the applicable assessment for such Lot shall be prorated according to the rate required during each type of ownership.

Section 7. Date of Commencement of Annual Assessments; Due Dates. The annual assessments provided for herein shall commence as to all lots in GREENWOOD, SECTION III on the first to occur of (i) the first day of January, 1985 or (ii) the first day of the month following the conveyance of the first lot to a resident. The annual assessment shall be adjusted according to the number of months remaining in the then current calendar years. The Board of Directors shall fix the amount of the annual assessment against each Lot at least thirty (30) days in advance of each annual assessment period. Written notice of the annual assessment shall be mailed (by U.S. first class mail) to every Owner subject thereto. The payment dates shall be established by the

Board of Directors. The Association shall, upon demand, and for a reasonable charge, furnish a certificate signed by an officer of the Association setting forth whether the assessments on a specified Lot have been paid and the amount of any delinquencies. The Association shall not be required to obtain a request for such certificate signed by the Owner but may deliver such certificate to any party who in the Association's judgment has a legitimate reason for requesting same.

Section 8. Effect of Nonpayment of Assessments:

Remedies of the Association. Any assessment not paid within thirty (30) days after the due date shall bear interest from the due date until paid at the rate of ten percent (10%) per annum. The Association may bring an action at law against the Owner personally obligated to pay the assessment, or foreclose the lien against the Lot involved. No Owner may waive or otherwise escape liability for the assessments provided for herein by non-use of the Common Area, if any, or abandonment of his lot.

Section 9. Subordination of the Lien to Mortgages. The

lien of the assessments provided for herein shall be subordinate to the lien of any first mortgage existing at any time upon the particular Lot involved. Sale or transfer of any Lot shall not affect the assessment lien. However, the sale or transfer of any Lot pursuant to mortgage foreclosure (whether by exercise of power of sale or otherwise) or any proceeding in lieu thereof, shall extinguish the lien of such assessments as to payment which became due prior to such sale or transfer. No sale or transfer shall relieve such Lot from liability for any assessments after becoming due or from the lien thereof, but such lien shall exist as, and constitute, a separate and distinct charge and lien on each lot.

ARTICLE V

GENERAL PROVISIONS

Section 1. Enforcement. The Association, or any

Owner, shall have the right to enforce, by a proceeding at law or in equity, all restrictions, conditions, covenants, reservations, liens and charges now or hereafter imposed by the provisions of this Declaration. Failure by the Association or by any Owner to

enforce any covenant or restriction herein contained shall in no event be deemed a waiver of the right to do so thereafter.

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

Section 3. Owner's Easement of Enjoyment. Every Owner shall have the right and easement of enjoyment in and to the Common Area, if any, which 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 charge reasonable admission and other fees for the use of any recreational facility situated upon the Common Area, if any.
- (b) The right of the Association to suspend the voting rights and the right to use any recreational facility by an Owner for any period during which assessment against his Lot remains unpaid; and for a period not to exceed sixty (60) days for each infraction of its published rules and regulations.
- (c) The right of the Association to dedicate or transfer all or any part of the Common Area, if any, to any public agency, authority or utility for such purposes and subject to such conditions as may be agreed to by the members. No such dedication or transfer shall be effective unless an instrument signed by two-thirds (2/3) of each class of members agreeing to such dedication or transfer has been recorded in the Public Records of Real Property of Fort Bend County, Texas.

Section 4. Delegation of Use. Any Owner may delegate in accordance with the By-Laws of the GREENWOOD COMMUNITY ASSOCIATION, INC. his right of enjoyment to the Common Area, if any, and facilities to the members of his family, his tenants or contract purchasers who reside on the property.

Section 5. Amendments. These covenants shall run with the land and shall be binding upon all parties and all persons claiming under them for a period of forty (40) years from the date these covenants are recorded, after which time said covenants shall be automatically extended for successive periods of ten (10) years each, unless an instrument signed by a majority of the then owners of the Lots has been recorded agreeing to change or terminate said covenants in whole or in part. The terms and provisions of these restrictions may be amended at any time when an instrument setting forth said changes and signed by those

persons holding a majority of votes in the Association is placed on record in the real property records of Fort Bend County, Texas.

Section 6. FHA/VA Approval. As long as there is a Class "B" membership, the following actions will require the prior approval of the Federal Housing Administration and/or the Veterans Administration: annexation of subsequent sections of GREENWOOD and amendment of this Declaration of Covenants, Conditions and Restrictions, and dedication of Common Areas, if any.

Section 7. Books and Records. The books, records and papers of the Association shall, during reasonable business hours, be subject to inspection by any member. The Articles of Incorporation, By-Laws of the Association, and Restrictive Covenants shall be available for inspection by any members at the principal office of the Association where copies may be purchased at a reasonable cost.

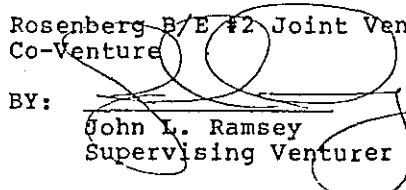
Section 8. In the case of any conflict between the Articles of Incorporation and these By-Laws, the Articles shall control; and in the case of any conflict between the Declaration and these By-Laws, the Declaration shall control.

Section 9. Omissions. If any punctuation, word, clause or provisions necessary to give meaning, validity or effect to any other word, clause, sentence or provision appearing in this Declaration shall be omitted herefrom, then it is hereby declared that such omission was unintentional and that the omitted punctuation, word, clause, sentence or provisions shall be supplied by inference.


EXECUTED this the 14th day of September, 1984.

2218/Reading Road Joint Venture,
a Texas Joint Venture

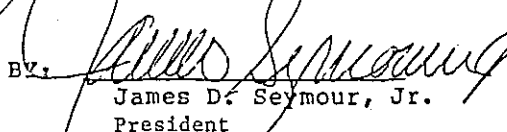
BY: Rosenberg B/E #2 Joint Venture
Co-Venture

BY: 
John L. Ramsey
Supervising Venturer

BY: Alliance Venture One
Co-Venture

BY: 
John L. Dunn
Sr. Vice President

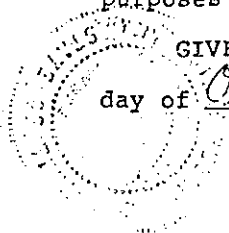
BY: Colorado Service
Corporation, Co-Venture

BY: 
James D. Seymour, Jr.
President

THE STATE OF TEXAS
COUNTY OF HARRIS

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

GIVEN UNDER MY HAND AND SEAL OF OFFICE this the 16th day of October, 1984.

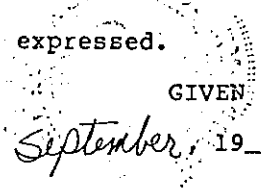


Sue Burson
Notary Public in and for
HARRIS COUNTY, T E X A S
SUE BURSON
Notary Public State of Texas
My Commission Expires February 3, 1985
Bonded by L. Alexander Lewis, Lawyers Surety Corp.

THE STATE OF TEXAS
COUNTY OF HARRIS

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

GIVEN UNDER MY HAND AND SEAL OF OFFICE this the 11th day of September, 1984.



Karen D. Womack
Notary Public in and for
HARRIS COUNTY, T E X A S

KAREN D. WOMACK
Notary Public State of Texas
My Commission Expires 10-31-87

THE STATE OF TEXAS

COUNTY OF COLORADO

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

GIVEN UNDER MY HAND AND SEAL OF OFFICE this the 14th
day of Sept., 1984.

Helen Hammack
Notary Public in and for
COLORADO COUNTY, T E X A S
Helen Hammack
My commission expires 10-31-1984

FIRST AMENDMENT TO DECLARATION
OF COVENANTS, CONDITIONS AND RESTRICTIONS
(GREENWOOD, SECTION III)

This First Amendment to the Declaration of Covenants, Conditions and Restrictions is made effective on the date hereinafter set forth by 2218/Reading Road Joint Venture, a Texas Joint Venture, acting by and through their duly authorized representatives hereinafter referred to as "Declarant".

W I T N E S S E T H:

WHEREAS, Declarant is the owner of certain property in Greenwood, Section III, County of Fort Bend, State of Texas, which is more particularly described as:

Lots 1-35, both inclusive in Block 1
Lots 1-21, both inclusive in Block 2
Lots 1-61, both inclusive in Block 3

All of said Lots being in Greenwood, Section III, as per the map or plat thereof, recorded in the Plat Records in Slide No. 723A of Fort Bend County, Texas.

Said Lots being all the Lots comprising the Greenwood, Section III subdivision.

WHEREAS, Declarant has established a uniform plan for the development, improvement and sale of the residential lots in said Subdivision, declaring that all the properties described above shall be held, sold and conveyed subject to that certain Declaration of Covenants, Conditions and Restrictions dated September 14, 1984 and filed for record in Volume 1563, Page 627 of the Official Records of Fort Bend County, Texas;

WHEREAS, Declarant desires and agrees to amend Article IV, Section 7 of said Declaration of Covenants, Conditions and Restrictions so as to provide that the annual assessments provided for therein shall commence as to all lots in Greenwood, Section III on the first day of the month following the conveyance of the first lot to a resident;

NOW, THEREFORE, Declarant hereby amends and revises the first sentence of Article IV, Section 7 of the above-described Declaration of Covenants, Conditions and Restrictions to read as follows:

"The annual assessments provided for herein shall commence as to all lots in GREENWOOD, SECTION III on the first day of the month following the conveyance of the first lot to a resident."

All reference to the first day of January, 1985 as being the date for commencement of annual assessments is therefore hereby deleted.

Except as specifically set forth herein, all other restrictions, covenants and conditions of said Declaration of Covenants, Conditions and Restrictions are hereby ratified, affirmed and agreed to by the undersigned and as so ratified, affirmed and agreed to are hereby republished and incorporated herein by this reference thereto.

Executed Effective this the 13th day of March, 1985.

2218/Reading Road Joint Venture, a
Texas Joint Venture

By: Rosenberg B/E #2 Joint Venture,
Co-Venturer

By: [Signature]
John L. Ramsey, Supervising
Venturer

By: Alliance Venture One, Co-Venturer

By: [Signature]
John L. Dunn, Sr. Vice
President

By: Colorado Service Corporation,
Co-Venturer

By: [Signature]
James D. Seymour, Jr.,
President



THE STATE OF TEXAS §

BEFORE ME, the undersigned authority, personally appeared John L. Ramsey, in his capacity as Supervising Venturer of Rosenberg B/E #2 Joint Venture, a Co-Venturer of 2218/Reading Road Joint Venture, a Texas Joint Venture, known to me to be the person whose name is subscribed to the foregoing instrument, and acknowledged to me that he executed the same for the purposes and considerations therein expressed and in the capacity therein stated.

GIVEN UNDER MY HAND AND SEAL OF OFFICE this, the 6th day of March, 1985.

[Signature]
NOTARY PUBLIC in and for
The State of T E X A S

My Commission Expires:
2/3/89

SUE BURSON
(Print Name)

THE STATE OF TEXAS §

BEFORE ME, the undersigned authority, personally appeared John L. Dunn, in his capacity as Senior Vice President of Alliance Venture One, a Co-Venturer of 2218/Reading Road Joint Venture, a Texas Joint Venture, known to me to be the person whose name is subscribed to the foregoing instrument, and acknowledged to me that he executed the

OFFICIAL RECORDS

same for the purposes and considerations therein expressed and in the capacity therein stated.

GIVEN UNDER MY HAND AND SEAL OF OFFICE this, the 6th day of March, 1985.

My Commission Expires: _____

Karen D. Womack
NOTARY PUBLIC in and for
The State of T E X A S
KAREN D. WOMACK
Notary Public State of Texas
My Commission Expires 10-31-87
(Print Name)

THE STATE OF TEXAS §

BEFORE ME, the undersigned authority, personally appeared James D. Seymour, Jr., in his capacity as President of Colorado Service Corporation, a Co-Venturer of 2218/Reading Road Joint Venture, a Texas Joint Venture, known to me to be the person whose name is subscribed to the foregoing instrument, and acknowledged to me that he executed the same for the purposes and considerations therein expressed and in the capacity therein stated.

GIVEN UNDER MY HAND AND SEAL OF OFFICE this, the 13th day of March, 1985.

My Commission Expires: _____

Elsie Ashorn
NOTARY PUBLIC in and for
The State of T E X A S
Elsie Ashorn
(Print Name)

Return Address:

2218/Reading Road
777 N. Eldridge, #610
Houston, Texas 77079

FILED

'85 APR -8 A10:00

Dianne Wilson
COUNTY CLERK
FORT BEND COUNTY TEXAS

STATE OF TEXAS COUNTY OF FORT BEND
I, hereby certify that this instrument was filed on the date and time stamped hereon by me and was duly recorded in the volume and page of the named records of Fort Bend County, Texas as stamped hereon by me on

APR 10 1985



Dianne Wilson
County Clerk, Fort Bend Co., Tex.

Greenwood Community Association
GUIDELINES

The following are guidelines used to specify standards and requirements used in evaluation of an application. These guidelines may be amended from time to time as the circumstances, conditions or opinions of the ACC dictate. Please contact the management Company at (281) 531-6277 for an application.

Exterior Painting:

Paint samples are to be submitted with the application.
Earthtone colors will be considered. NO primary colors.
Painting of brick is prohibited unless expressed written notice is given.

Landscaping:

All homes must have plant beds adjacent to the home.
All landscaping and installation of sprinklers shall remain aesthetically consistent with the design of the home and remain consistent with the overall scheme of the neighborhood.
Front yards shall be grass unless otherwise approved.

Walls, fences and hedges:

All properties must have wooden cedar fences for screening of property. NO chain link or wrought iron fences or any other material permitted.
NO wall, fence or hedge shall be erected or maintained nearer to the front lot line than the front building line.
Maximum height 7feet.
Fence may not be altered in any form or fashion to incorporate any design, cut-outs, ect.

Window treatment, storm window/door, screen door:

Frames should be of a color compatible with the exterior house color.
NO reflective glazing will be allowed.
Glass tinting will be considered. Mirror finishes will not be approved.
Security grills on the exterior of any window which is visible from the front street is not permitted.
Storm windows/doors or screen doors will be considered.
Solar screens are allowed on windows. Colors must be acceptable to the ACC Committee.

Exterior Lighting:

Exterior lighting should not be of a wattage which will affect neighboring homes.
Colored lens covers are prohibited. Bug lights should be placed in rear of home.
Gas or electric yard lights permitted. One per property. maximum height 6 feet. Color to be in harmony with home.

Storage buildings:

Limited to one per lot. Maximum size 120 square feet of floor space and no higher than 8 feet.
Materials and color should match those of the residence. Prefabricated metal storage building must be of a color that blends with the residence.
Placement must be a minimum of 3 feet from side and rear fencing. Slabs poured within a utility easement will not be approved unless consent is provided by the utility company.

Recreational equipment:

Maximum height of play structure is 8 feet.
Location must be considered for neighbors privacy. Structures which provide an opportunity for a visual overlook into an adjacent lot will not be approved.
All recreational equipment/structures must be behind a wooden fence and placed so as to not be visible from the front street if possible.

Gazebos:

May not exceed 8 feet in height.
Must be built in harmony with home.
Placement should be behind home to reduce visibility from the street.

Antennas/satellite dish:

Only one antenna permitted for receiving normal television signal. Should be placed in attic or rear of home so as not to be visible from the street.
Small satellite dishes are allowed. Placement should be to minimize visibility from front street.

AS PER ORIGINAL

Signs, advertisements & billboards:

NO sign, advertisement or billboards of any kind shall be displayed to public view, except one sign for each lot advertising the property for sale or rent.

Garage sale signs because of their temporary nature, are not subject to ACC approval. They must be removed from all subdivision locations immediately following the sale.

Signs or window stickers identifying the security system must be displayed in a reasonable location.

Roofs, Roof Accessories, Skylights & Solar Panels:

Roofing of home must be asphalt composition shingles. The color shall be of wood tone.

Roofing repairs do not require ACC approval. New roofs of a different type or color do need approval.

All metal roof accessories (vents, flashing, ventilators, ect.) shall be on the rear slope of roof.

Skylight location and design requires approval. No skylight will be allowed on the front slope of roof.

Solar panels shall be prohibited.

Mechanical equipment:

No window air conditioners are allowed.

All living areas of the home must be centrally air conditioned.

Pool equipment must be behind cedar fencing.

Swimming pools & spas:

Placement will not be allowed within easements or within 3 feet of side fencing.

Pools must be behind cedar fencing.

Above ground pools will be considered.

Driveways, extensions or sidewalk:

Driveways are required for each property. Width may vary according to the number of cars the garage will house.

Any concrete extensions or sidewalks must be approved.

Garages, garage conversions/carports:

Garages should be used for the housing of vehicles. Vehicles are not allowed to be stored in the street.

Garage conversions are permitted provided there are no exterior changes to the front or side of the garage.

The garage must maintain the outward appearance of a garage.

Carports not prohibited.

Room additions, sunrooms:

All alterations or additions shall be constructed with materials that conform to the existing dwelling. Plans must be submitted for review.

Patio Covers:

Should be constructed for material and colors which complement main structure.

Aluminum covers must be of earth tone colors. Unfinished metal will not be approved.

Fiberglass is acceptable in earth tone colors. No green or yellow is allowed.

Basketball goals:

Permanent goals must apply for approval.

Portable goals will be allowed with the condition that they are placed beside the driveway and close the home. They are not allowed in the street, at the curb or blocking any driveways.

All goals must be maintained in excellent condition (pole, backboard, hoop and net).

Goals must not become a nuisance to others.

Decks:

Decks may not encroach into utility easement unless the utility companies have granted their written consent.

Decking should not be higher than 18 inches.

Decking should not pose a drainage problem to adjoining lots.