

DECLARATION OF WESTHOLLOW VILLAGE SUBDIVISION

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WHEREAS, Westhollow Joint Venture, a Texas partnership composed of Ironwood Development Company and Jaguar Development Company, each a Texas corporation, is the owner of 25.9208 acres of land which is part of and out of Reserve "L" of Westhollow as per Volume 216, Page 1 of the Harris County Map Records, out of the Joel Wheaton Survey, Abstract 80, in Harris County, Texas, more particularly described in Exhibit "A" attached hereto, herein called Tract One;

WHEREAS, Ironwood Development Company and Jaguar Development Company, each a Texas corporation; are the owners of 15.1218 acres of land which is part of and out of Reserve "L" of Westhollow as per Volume 216, Page 1 of the Harris County Map Records, out of the Joel Wheaton Survey, Abstract 80, in Harris County, Texas, more particularly described in Exhibit "B" attached hereto, herein called Tract Two;

WHEREAS, Tracts One and Two have been subdivided into the following lots and reserve in accordance with a plat duly filed in the Official Public Records of Real Property of Harris County, Texas, on July 5, 1977, under Clerk's File No. F201891 and Film Code No. 169-06-0587 and duly recorded in Volume 253, Page 40, of the Map Records of Harris County, Texas:

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- Lots: Lots 1 through 19, both inclusive, in Block 1;
- Lots 1 through 8, both inclusive, in Block 2;
- Lots 1 through 4, both inclusive, in Block 3;
- Lots 1 through 40, both inclusive, in Block 4;
- Lots 1 through 115, both inclusive, in Block 5;
- Lots 1 through 22, both inclusive, in Block 6;
- Lots 1 through 22, both inclusive, in Block 7; and
- Lots 1 through 22, both inclusive, in Block 8,
- Reserve: RESTRICTED RESERVE "A" containing 34,393 square feet or 0.7896 acres of land;

WHEREAS, the declarants herein will convey the above described properties subject to certain protective covenants, conditions, easements, restrictions, liens and charges as hereinafter set forth;

Now, therefore, it is hereby declared that said properties, to the extent provided herein, shall be held, sold, transferred and conveyed subject to the covenants, conditions, easements, restrictions, liens and charges set forth below, which are for the purpose of protecting the value and desirability of, and which shall run with, said real property and shall be binding on all parties having any right, title or interest in or to said properties or any part thereof, and their heirs, successors and assigns, and which easements, covenants, conditions, restrictions, liens and charges shall inure to the benefit of each owner thereof.

ARTICLE I

DEFINITIONS

Section 1.1 DEFINITIONS. The following words, when used in this Declaration, shall have the following meanings (unless the context clearly indicates otherwise):

(a) "Developer shall mean and refer collectively to Westhollow Village Joint Venture, Ironwood Development Company, and Jaguar Development Company, the declarants herein, and to any successors in interest.

(b) "Subdivision Plat" shall mean and refer to the plat of Westhollow Village Subdivision recorded under Clerk's File No. F201891 and Film Code No. 169-06-0587 of the Official Public Records of Real Property of Harris County, Texas, and Volume 253, Page 40 of the Map Records of Harris County, Texas; and "Subdivision" shall mean and refer to the land subdivided into numbered lots and Restricted Reserve "A" in said plat.

(c) "Lot" shall mean and refer initially to any of the 252 lots shown on the Subdivision Plat, being the lots described hereinabove in this Declaration. If a subdivision plat is hereafter filed for record by Developer in the office of the County Clerk of Harris County, Texas, replatting the area within any of the lots, then, with respect to the replatted area only, the term "Lot" shall thereafter mean and refer to any of the numbered lots shown on such subdivision plat. If building sites are created pursuant to Section 2.4 herein, the term "Lot" shall also thereafter mean and refer to any building site so created.

(d) "Living Unit" shall mean and refer to 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. No more than six people shall live in a living unit without written permission from the Developer or the Westhollow Village Property Owners Association.

(e) "Assessable Tract" shall mean and refer to any Lot from and after the date on which all of the following shall have occurred with respect to such Lot:

(1) Water and sanitary sewer lines capable of serving a Living Unit on the Lot shall have been extended to a point where the Owner of the Lot can connect thereto. Such point shall be within a street right-of-way adjoining the Lot, or within a utility easement adjacent to one side of such street right-of-way, or within a utility easement on such Lot. The cost of connecting to such lines shall be borne by the Owner of the Lot when the Owner elects to make such connection, and the Developer shall have no responsibility in connection therewith;

(2) A street or streets shall have been paved affording the Owner of the Lot paved roadway access from Westhollow Drive to the Lot;

(3) The Lot shall have been rough graded; and

(4) The corners of the Lot shall have been staked by a surveyor.

(f) "Occupied Lot" shall mean and refer to any Lot on which there is a Living Unit in which one or more persons are residing.

(g) "Owner" shall mean and refer to the owner(s) whether one or more persons or entities, of the fee simple title to any Lot, but shall not mean or refer to any person or entity having such interest merely as security for the performance or payment of an obligation.

(h) "Association" shall mean and refer to the Westhollow Village Property Owners Association, a Texas non-profit corporation, and to any non-profit corporation which succeeds to all or substantially all of its assets by any merger, consolidation, or conveyance of assets.

(i) "Member" shall mean and refer to a member of the Association during the period of such membership, and shall include the Owner (during the period of his ownership) of each Assessable Tract.

(j) "Meeting of Members" shall mean and refer to a meeting of Members duly called in the manner prescribed in the by-laws of the Association, of which notice shall have been published at least once each week for four consecutive weeks in advance of the meeting in a newspaper of general circulation in Harris County, Texas, stating the purpose(s) of the meeting, and at which a quorum shall be present. At the first Meeting of Members called to act on any matter(s) requiring a vote of Members by the provisions of this Declaration, the presence at the meeting in person and/or by proxies of Members entitled to cast sixty per cent (60%) of all votes of each Class of Members with voting privileges shall constitute a quorum. If the required quorum is not present at any meeting called to act on any such matter(s), another meeting may be called to act on the same matter(s), subject to the notice requirement mentioned above, and the required quorum at any such subsequent meeting shall be one-half (1/2) of the required quorum at the preceding meeting, except that such reduction in the quorum requirement shall not be applicable if the subsequent meeting is held more than sixty (60) days following the preceding meeting.

(k) "Community Properties" shall mean and refer to such properties, real or personal, as are hereafter conveyed to or otherwise acquired by the Association. The Association's title to any property may cover the fee title thereto or only a leasehold estate therein, and may be subject to easements, reservations, restrictions, liens, indebtedness, obligations and other encumbrances.

(l) "Architectural Control Committee" shall mean and refer to Ben Koshkin, Ronald L. Marr and Joe Williams, all of Harris County, Texas, and their successors, who shall act as the Architectural Control Committee, which Committee shall serve at the pleasure of the Developer.

(m) "Fenestration" shall mean and refer to a door, window or other opening in the wall of a building.

ARTICLE II

SUBDIVISION PLAT: EASEMENTS: RIGHTS RESERVED: BUILDING SITES: ADJACENT PROPERTY

SECTION 2.1 Subdivision Plat. All dedications, easement, limitations, restrictions, and reservations shown on the Subdivision Plat are incorporated herein for all purposes, insofar as they relate to the Lots.

SECTION 2.2 Easements. Developer hereby reserves the right to dedicate, convey or reserve easements over, on, or under any part of the land in the Subdivision for streets and/or electric light and power, telephone, natural gas, water, sanitary sewer, storm sewer, drainage, cable television, and other utilities and facilities, at or prior to the time Developer divests itself of title to the land within the easement(s). Right of use for ingress and egress shall be had at all times over any dedicated easement, and for the installation, operation, maintenance, repair or removal of any such utility or facility together with the right to remove any obstruction that may be placed in such easement which would constitute interference with the use, maintenance, operation or installation of such utility or facility.

SECTION 2.3 Reservations. The title conveyed by Developer to any Lot by contract, deed, or other conveyance shall never be intended, construed, or held to include the title to any of the Community Properties, or any of the easements referred to in Sections 2.1 or 2.2, or any improvements at any time located over, on, or under the Community Properties or any such easement, and title to all of the same shall be considered as excluded from any such conveyance, except to the extent that any of the same are specifically referred to in the instrument of conveyance and are stated therein to be conveyed thereby. Any system of utilities and facilities constructed by Developer over, on, or under any such easement may be given, sold or leased by Developer to any public authority, utility company, or holder of a public franchise.

SECTION 2.4 Building Sites. With the written approval of the Architectural Control Committee, the Owner(s) of a group of Lots, each of which is adjacent to one or more of the other Lots in the group, may designate a part of a Lot, or any combination of Lots or portions of Lots, to be a building site or building sites. The front, rear and side lines of the platted Lots affected by any such action, as such lines are designated on the Subdivision Plat, shall be adjusted to conform to the front, rear and side lines of the new building sites for building and other purposes. Improvements may be constructed on any such building site in accordance with the new front, rear and side lines thereof. Each such building site, upon being designated as such by the Owner(s) thereof with the written approval of the Architectural Control Committee, shall thereafter be a Lot for all purposes of this Declaration.

ARTICLE IIIMEMBERSHIP AND VOTING RIGHTS IN THE ASSOCIATION

SECTION 3.1 Membership. The Owner of each Assessable Tract, during the period of his ownership, shall automatically be a Member. Developer, whether or not it is the Owner of an Assessable Tract, shall also be a Member until its membership terminates pursuant to the provisions of Section 3.2 below.

SECTION 3.2 Voting Rights. The Association shall have the following class or classes of voting membership with the following rights:

Class A: Each Owner of an Assessable Tract shall be the Class A Members, and by virtue of such membership, the Owner of each Assessable Tract shall be entitled to one vote in the Association. There shall be no fractional votes. When the Owner of an Assessable Tract consists of more than one person or entity, they shall designate one of their number to cast their one vote with respect to such Assessable Tract.

Class B: Developer shall be the sole Class B. Member, and by virtue of such membership, shall be entitled to the same number of votes in the Association as the aggregate votes of the Class A Members, plus one hundred (100) additional votes. The Class B Membership shall terminate at midnight on December 31, 1984, or at the time when seventy-five percent (75%) of the Lots have become Assessable Tracts upon which are Living Units occupied as residences, whichever occurs first; provided, Developer shall have the right and option to terminate the Class B Membership at any time by notifying the Association in writing of its election to so terminate its Class B Membership.

SECTION IVPROPERTY RIGHTS IN THE COMMUNITY PROPERTIES

SECTION 4.1 Members' Easements of Enjoyment. Subject to the provisions of Section 4.2, every Member shall have a common right and easement of enjoyment in the Community Properties and such right and easement shall be appurtenant to and shall pass with the title to every Assessable Tract.

SECTION 4.2 Extent of Members' Easements. The rights and easements of enjoyment created hereby in favor of the Members shall be subject to the rights and easements now existing or hereafter created in favor of Developer or others as referred to or provided for in Article II, and shall also be subject to the following rights of the Association (which may be exercised by the officers of the Association when so authorized by its Board of Directors):

(a) The Association shall have the right to borrow money and in aid thereof to mortgage the Community Properties, or any part thereof.

(b) The Association shall have the right to take such steps as are reasonably necessary to protect the Community Properties against foreclosure of any such mortgage.

(c) The Association shall have the right to suspend the enjoyment rights of any Member for any period during which any assessment or other amount owed by such Member to the Association remains unpaid.

(d) The Association shall have the right to establish reasonable rules and regulations governing the Members' use and enjoyment of the Community Properties, and to suspend the enjoyment rights of any Member for any period not to exceed sixty (60) days for any infraction of such rules and regulations.

(c) The Association shall have the right to assess and collect the assessments provided for herein, and in addition shall have the right to charge reasonable admission and other fees for the use of any recreational facilities which are a part of the Community Properties.

(f) The Association shall have the right to transfer or convey all or any part of the Community Properties, or interests therein, to any public authority.

(g) The Association shall have the right to rent or lease any part of the Community Properties.

(h) The Association shall have the right to extend the enjoyment of its recreational facilities to persons other than Members.

ARTICLE V

ASSESSMENTS AND LIEN THEREFOR; BOOKS

SECTION 5.1 Creation of the Lien and Personal Obligation of Assessments. Each Owner of a Lot which shall be or shall thereafter become subject to the assessments hereinafter provided for, by acceptance of a deed or other conveyance therefor, whether or not it shall be so expressed in any such deed or other conveyance, shall be deemed to covenant and agree to pay to the Association annual assessments fixed, established, and collected from time to time as hereinafter provided, together with such interest thereon and cost of collection thereof as are hereinafter provided for, all of which shall be a charge on and secured by a continuing lien upon the property against which each such assessment is made. Each such assessment, together with such interest thereon and cost of collection thereof as are hereinafter provided for, shall also be and remain the personal obligation of the person who is the Owner of such property at the time the assessment becomes due and payable, notwithstanding any subsequent transfer of title to such property. Such personal obligation shall not pass to such Owner's successors in title unless expressly assumed by them, but shall be secured by the continuing lien referred to above.

SECTION 5.2 Purpose of Assessments. The assessments levied by the Association shall be used exclusively (i) to improve, beautify, manage, operate, care for and maintain the Community Properties, the entrances to the Subdivision, the esplanades and vacant lots in the Subdivision, the flood control right-of-way, and such other areas as the Board of Directors of the Association shall determine, (ii) to pay taxes and insurance premiums on any of such properties or improvements, and (iii) to promote the health, safety, convenience, enjoyment and welfare of the Members, such benefits to include, by way of illustration but not limitation, providing patrol or watchman service, fogging for insect control, enforcing the provisions contained in this Declaration, employing at the request of the Architectural Control Committee one or more architects, engineers, attorneys, or other consultants, for the purpose of advising such Committee in carrying out its duties and authority as set forth in this Declaration, and providing and doing all other things necessary or desirable, in the opinion of the Board of Directors of the Association, for the maintenance and/or improvement of the Community Properties or for the benefit of the Members. The foregoing uses and purposes are permissive and not mandatory, and the decisions of the Board of Directors of the Association being final as long as made in good faith and in accordance with the by-laws of the Association and governmental laws, rules and regulations.

SECTION 5.3 Annual Assessments. The Association, by action of its Board of Directors, shall levy annual assessments against the Assessable Tracts to obtain funds reasonably anticipated to be needed for the purposes stated in Section 5.2, including reasonable reserves for contingencies and for capital improvements, replacements, and repairs. The amount of the annual assessment for an Assessable Tract shall not exceed \$240.00, except that for any calendar year after the calendar year 1977, the Association may increase said maximum amount of the annual assessment for an Assessable Tract, but if any such change increases the

maximum amount which can be assessed against an Assessable Tract to more than 110% of the amount assessed in the preceding calendar year, the change must be approved by two-thirds of the votes cast by each Class of Members at a Meeting of Members.

SECTION 5.4 Commencement of Annual Assessments; Due Dates. The annual assessments provided for herein shall commence on each Assessable Tract on the first day of the calendar month after it becomes an Assessable Tract. The amount of the annual assessment on each such Assessable Tract for the balance remaining in the first year of assessment shall be an amount which bears the same relationship to the annual assessment on such Assessable Tract provided for in Section 5.3 hereof as the remaining number of months in that year bears to twelve, and shall be due and payable on the day such Assessable Tract becomes an Assessable Tract. After the first year, the annual assessment on such Assessable Tract for each calendar year shall be due and payable on the first day of January in said year.

SECTION 5.5 Duties of the Board of Directors. The Board of Directors of the Association shall determine the amount to be levied as the annual assessment against each Assessable Tract for each calendar year, subject to the criteria and limitations set out in Section 5.3. The Board of Directors of the Association shall cause to be prepared a roster of the Assessable Tracts showing the amount of each assessment, which roster shall be kept in the office of the Association and shall be open to inspection by any Owner. The Association shall upon demand at any time furnish to any Owner a certificate in writing signed by an officer of the Association setting forth whether or not there are any unpaid assessments against said Owner's property. Such certificate shall be conclusive evidence of payment of any assessment therein stated to have been paid, as to any third party who in good faith relies thereon to his economic detriment.

SECTION 5.6 Effect of Non-payment of Assessment; The Lien; Remedies of Association. If an assessment is not paid on the date it becomes due, such assessment shall thereupon become delinquent and, together with the interest thereon and cost of collection thereof hereinafter provided for, shall thereupon be secured by a continuing lien on the Assessable Tract against which the assessment was levied, including improvements thereon, which shall bind such property in the hands of the then Owner thereof, his heirs, devisees, personal representatives, successors and assigns. If the assessment is not paid within thirty (30) days after it becomes due, the assessment shall bear interest from the date it becomes due at the rate of ten per cent (10%) per annum until it is paid, and the Association may bring an action at law to foreclose the lien securing the assessment, and there shall be added to the amount of such assessment all reasonable expenses of collection, including the cost of preparing and filing the petition, reasonable attorney's fees and costs of suit.

SECTION 5.7 Subordination of the Lien to Mortgages. The lien securing any assessment provided for herein shall be subordinate to the lien of any mortgage(s) now or hereafter placed upon the property subject to the assessment for the purpose of securing indebtedness incurred to purchase or improve such property; provided, however, that such subordination shall apply only to the assessments which have become due and payable prior to a sale or transfer of such property pursuant to a decree of foreclosure, a foreclosure by trustee's sale under a deed of trust, or a conveyance in lieu of foreclosure. Such sale or transfer shall not relieve such property from liability for any assessment thereafter becoming due, nor from the lien securing any such subsequent assessment. In addition to the automatic subordination provided for above, the Association, in the discretion of its Board of Directors, may subordinate the lien securing any assessment provided for herein to any other mortgage, lien or encumbrance, subject to such limitations, if any, as such Board may determine.

SECTION 5.8 Exempt Property. The assessments and liens created in this Article V shall apply only to the Assessable Tracts, and the remainder of the property in the Subdivision shall not be subject thereto.

SECTION 5.9 Books. The Association shall maintain books of account reflecting all of its income and disbursements. Any Member shall have the right to inspect such books at the office of the Association at any reasonable time.

ARTICLE VI

GARBAGE AND RUBBISH PICKUP

SECTION 6.1 Pickup Service. The Association shall have the right, but not the obligation, to contract for garbage and rubbish pickup service on behalf of all Occupied Lots, and to charge or have the garbage contractor charge the Owner of each Occupied Lot for his prorata share of the cost thereof, such prorata share to be determined by dividing the number of Occupied Lots being served into the total cost of such garbage and rubbish pickup service. Payment for such service may be on a monthly, quarterly, or semi-annual basis at the discretion of the Association, and may be payable in advance.

SECTION 6.2 Effect of Non-Payment of Garbage Charge; The Lien; Remedies of Association. If a garbage charge for any billing period (whether monthly, quarterly or semi-annually) is not paid on or before the first day of the billing period, or within ten (10) days after notice thereof is mailed to the Owner of the Occupied Lot to be charged, whichever is the later, the garbage charge shall bear interest thereafter at the rate of ten (10%) per cent per annum until paid. The garbage charge and any interest thereon shall be the personal obligation of the Owner of the Occupied Lot receiving the garbage service (but not of such Owner's successors in title unless expressly assumed by them), and shall be secured by a continuing lien on such Occupied Lot, including improvements thereof, which shall be binding on such property in the hands of the then Owner thereof, his heirs, devisees, personal representatives, successors and assigns. The Association may bring an action at law to foreclose the lien securing the garbage charge, the interest thereof and all reasonable expenses of collection, including the cost of preparing and filing the petition, reasonable attorney's fees and costs of suit. At its discretion, the Association may discontinue garbage service to any Occupied Lot which is in default hereunder, until all amounts in arrears, including the interest called for herein, have been paid in full.

SECTION 6.3 Subordination of the Lien to Mortgages. With respect to each Occupied Lot, the Lien provided for in Section 6.2 shall be subordinate to the same liens to which the assessment provided for in Article V is subordinate pursuant to the provisions of Section 5.7, and may be subordinated to any other lien by the Association, in the discretion of its Board of Directors.

ARTICLE VII

ARCHITECTURAL CONTROL COMMITTEE

SECTION 7.1 Tenure. The persons serving on the Architectural Control Committee, or their successors, shall serve until such time as all lots subject to the jurisdiction of the Association have living units thereon occupied as residences, at which time the Architectural Control Committee shall resign and thereafter its duties shall be fulfilled and its powers exercised by the Board of Directors of the Association. In the event of the death or resignation of any person serving on the Architectural Control Committee, the Developer shall designate a successor, or successors, who shall have all of the authority and power of his or their predecessor(s). A majority of the Architectural Control Committee may designate someone serving on the Committee to act for it. No person serving on the Committee shall be entitled to compensation for services performed pursuant to this Article VII. However, the Committee may employ one or more architects, engineers, attorneys, or other consultants to assist the Committee in carrying out its duties hereunder; and the Association shall pay such consultants for such services as they render to the Committee.

SECTION 7.2 Approval of Plans. No buildings or other improvements, including streets, driveways, sidewalks, drainage facilities, landscaping, fences, walks, fountains, statuary, outdoor lighting and signs, shall be commenced, constructed, erected, placed, or maintained in the Subdivision, nor shall any exterior addition to, change or alteration therein be made, unless and until (i) a preliminary site plan showing all uses and dimensions, the location of buildings, entries, streets, driveways, parking areas, pedestrian ways, and storage areas, and a schematic plan for the landscaping and lighting of the property, have been submitted to and approved in writing by the Architectural Control Committee, and thereafter (ii) the final working plans and specifications for the work shown on the preliminary site plan and schematic plan have been submitted to and approved in writing by the Architectural Control Committee as to compliance with this Declaration and as to harmony of external design and location in relation to property lines, building lines, easements, grades, surrounding structures, walks, and topography. The final working plans and specifications shall not be commenced until the preliminary site plan and the schematic plan have been so approved. The final working plans and specifications shall specify, in such form as the Architectural Control Committee may reasonably require, structural, mechanical, electrical, and plumbing details and the nature, kind, shape, height, exterior color scheme, materials, and location of the proposed improvements or alterations thereto. In the event the Architectural Control Committee fails to approve or disapprove the preliminary site plan and schematic plan within thirty (30) working days after they have been submitted to it, or thereafter fails to approve or disapprove the final working plans and specifications within thirty (30) working days after they have been submitted to it, approval thereof will not be required and the provisions of this Section 7.2 will be deemed to have been fully complied with. Without limitation of the powers herein granted, the Architectural Control Committee shall have the right to specify a limited number of acceptable exterior materials and/or finishes that may be used in the construction, alteration, or repair of any improvement.

Where not otherwise specified herein, it also shall have the right to specify requirements for each building site as follows: minimum setbacks; driveway access to adjacent streets; the location, height and extent of fences, walls, or other screening-devices; and the orientation of structures with respect to streets, walks, and structures on adjacent property. Unless the Architectural Control Committee agrees otherwise in writing, there shall be no chain link fencing, and no pitched roofing material other than wood shingles, Spanish tile, Timber Line or other comparable roofs approved by the Architectural Control Committee for the Subdivision. The Architectural Control Committee shall have full power and authority to reject any plans and specifications that do not comply with the restrictions herein imposed or meet its minimum construction requirements or architectural design requirements or that might not be compatible, in its judgment, with the overall character and aesthetics of the Subdivision.

SECTION 7.3 Approved Contractors. No construction of a building, structure, fence, wall, or other improvement shall be commenced in the Subdivision until the contractor to perform such construction shall have been approved in writing by the Architectural Control Committee. In the event the Committee fails to approve or disapprove a contractor within thirty (30) working days after his name is submitted to it, approval will not be required, and the provisions of this Section 7.3 will be deemed to have been fully complied with.

ARTICLE VIII

RESTRICTIONS

SECTION 8.1 Exterior Finish. All buildings, structures, and other improvements erected, altered, or placed in the Subdivision shall be of new construction, and no structure of a temporary character, trailer, mobile home, tent, shack, garage, barn, or outbuilding shall be used in the Subdivision at any time as a residence, either temporarily or permanently. Unless the Architectural Control Committee otherwise agrees in writing, the exterior finish or construction of any Living Unit shall

be at least fifty-one percent (51%) brick, stone, or other masonry; in computing such percentage, roof areas shall be excluded, but attached garages, porches, and other structures constituting part of the Living Unit proper shall be included.

SECTION 8.2 Nuisance. No nuisance shall ever be erected, placed, or suffered to remain upon any property in the Subdivision, no noxious or offensive activity shall be carried on upon any Lot nor shall anything be done thereon which may be or may become an annoyance or nuisance to the neighborhood; and no Owner of or resident on any property in the Subdivision shall use the same so as to endanger the health or disturb the reasonable enjoyment of any other Owner or resident. The Association is hereby authorized to determine what constitutes a violation of this restriction.

SECTION 8.3 Acceptable Pets. No animals, livestock, poultry or snakes of any kind shall ever be kept in the subdivision except that dogs, cats, or other common household pets (not to exceed the total of three adult pets) may be kept by the occupants of any Living Unit, provided that such pets are not kept, bred or maintained for any commercial purpose.

SECTION 8.4 Trash. No trash, rubbish, garbage, manure, waste or debris of any kind shall be kept or allowed to remain on any Lot, except in sanitary refuse containers with tight fitting lids in an area adequately screened by planting or fencing so as not to be visible from streets or other Lots. The Owner of each Lot shall remove such prohibited matter from its Lot at regular intervals at its expense. Reasonable amounts of construction materials and equipment may be stored upon a Lot for reasonable periods of time during the construction of improvements thereon.

SECTION 8.5 Prohibition Against Drilling. No oil or natural gas drilling, oil or natural gas development, or oil refining, quarrying, or mining operations of any kind, or oil, natural gas or water wells, tanks, tunnels, mineral excavations or shafts, or derricks or other structures for use in boring for oil, natural gas, minerals or water shall be erected, maintained or permitted on any Lot.

SECTION 8.6 Sewage. No privy, cesspool or septic tank shall be placed or maintained in the Subdivision. All incinerators or other equipment for the storage and disposal of garbage, waste or similar materials shall be kept in a clean and sanitary condition.

SECTION 8.7 Storing Boats, Trailers, Campers, Buses, Trucks, Etc. No boat, trailer, camping unit, bus, truck, tractor, or self-propelled or towable equipment or machinery of any sort shall be stored, parked, maintained or repaired on any Lot except in an enclosed structure, or in an area adequately screened by planting or fencing so as not to be visible from streets or other Lots, except that (i) during the construction of improvements on a Lot, necessary construction vehicles may be parked thereon for and during the time of necessity therefor, and (ii) this restriction shall not apply to automobiles and pick-up trucks in good repair and attractive condition.

SECTION 8.8 Clothes Lines. No clothing or other materials shall be aired, hanged or dried in the Subdivision except in an enclosed structure, or in an area adequately screened by planting or fencing so as not to be visible from streets or other Lots.

SECTION 8.9 Working Hours. Except in an emergency or when other unusual circumstances exist, as determined by the Board of Directors of the Association, outside construction work or noisy interior construction work shall be permitted only after 7:00 o'clock A.M. and before 9:00 o'clock P.M.

SECTION 8.10 Antennas. No radio, television, or other electronic antenna of any kind whatever shall be installed, placed, erected, or maintained on the exterior of any improvement, structure or building located on a Lot within the Subdivision without the prior written approval of the Architectural Control Committee; provided, however, any such antenna may be installed, placed, erected or maintained within any enclosed area of

any such improvement, structure, or building so as not to be visible from other Lots. The Architectural Control Committee expressly reserves the right and privilege to amend this Section 8.10 from time to time in order to permit the installation, placement, erection, or maintenance of such antennas on the exterior of any building, structure, or improvement in a uniform manner. Whereupon the Owner of each Lot within the Subdivision shall be furnished a copy of each such amendment prior to the effectiveness thereof.

SECTION 8.11 Underground Utilities. All electrical, telephone and other utility lines and facilities which (i) are located on a Lot, (ii) are not within or a part of any building, and (iii) are not owned by a governmental entity, a public utility company, or the Association, shall be installed in underground conduits or other underground facilities. Lighting fixtures may be installed above ground if approved in writing by the Architectural Control Committee.

An underground electric distribution system will be installed in the Subdivision, which underground service area embraces all Lots in the Subdivision. The Owner of each Lot shall, at its own cost, furnish, install, own and maintain (all in accordance with the requirements of local governing authorities and the National Electrical Code) an underground service cable and appurtenances from the point of the electric company's metering on customer's structure to the point of attachment at such electric company's installed transformers or energized secondary junction boxes, such point of attachment to be made available by the electric company at a point designated by such electric company at the appurtenances from the meter installed upon the Lot by the electric company to such point as may be designated by such electric company on the property line of such Lot. The electric company furnishing 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 Subdivision the electric service to each Lot therein shall be underground, uniform in character and exclusively of the type known as single phase, 120/240 volt, three wire, 60 cycle, alternating current.

The electric company shall install the underground electric distribution system in the Subdivision at no cost to Developer (except for certain conduits, where applicable) upon Developer's representation that the Subdivision is being developed for single family dwellings 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 dwellings expressly excludes mobile homes). Therefore, should this Declaration be amended and the plans of Lot Owners in the Subdivision be changed so as to permit the erection of any mobile home in the Subdivision, the electric company shall not be obligated to provide electric service to any mobile home unless (a) Developer has paid to the electric company an amount representing the excess in cost, for the entire Subdivision, of the underground distribution system over the cost of the equivalent overhead facilities to serve the Subdivision, or (b) the Owner of such Lot, or the applicant for service to any mobile home, shall pay to the electric company the sum of (1) \$1.75 per front lot foot, it having been agreed that such amount reasonable represents the excess in cost of equivalent overhead facilities to serve such Lot, plus (2) the cost of rearranging and adding any electric facilities serving such Lot, which rearrangement and/or addition is determined by the electric company to be necessary.

SECTION 8.12 Street Numbers and Mailboxes. Mailboxes, house numbers and similar matter used in the Subdivision must be harmonious with the overall character and aesthetics of the community and the decision of the Architectural Control Committee that any such matter is not harmonious shall be final.

SECTION 8.13 Sight Lines. No fence, wall, tree, hedge, or planting shall be placed, or permitted to remain, on any Lot in such manner as to obstruct sight lines for vehicular traffic, except for decorative fences for entry to the Subdivision.

SECTION 8.14 Signs. No signs of any character shall be allowed on any Lot in the Subdivision without the prior written consent of the Architectural Control Committee, except one sign of not more than five square feet advertising the Lot for sale or rent. In no event shall the use of flags or banners be permitted in the promotion or sale of any Living Unit in the Subdivision. Notwithstanding any of the foregoing provisions to the contrary, it is specially agreed that the Developer and any other person or entity engaged in the construction and sale of Living Units within the Subdivision shall have the right, during the construction and sale, to display such signs as may be reasonably necessary or convenient to such construction and sale.

SECTION 8.15 Unsightly Conditions. The Owner of each Lot shall maintain the same, and the improvements, fences, walls, trees, hedges, and plantings thereon, in a neat, orderly and attractive condition. The Association shall have the right, after seven (7) days' notice to the Owner of any Lot, setting forth the action intended to be taken by the Association, provided at the end of such time such action has not already been taken by such Owner to do any and all things necessary or desirable in the opinion of the Association to place such property in a neat, orderly and attractive condition consistent with the intention of this Declaration. The person who is the Owner of such property at the time such work is performed by the Association shall be personally obligated to reimburse the Association for the cost of such work within ten (10) days after it is performed by the Association, and if such amount is not paid within said period of time, such Owner shall be obligated thereafter to pay interest thereon at the rate of ten per cent (10%) per annum, and to pay any attorney's fees and court costs incurred by the Association in collecting said obligation, and all of the same shall be secured by a lien on such Owner's property, subject only to the liens then existing thereon.

SECTION 8.16 Garage. With each Living Unit there shall be an attached or detached enclosed garage, or, if the Architectural Control Committee so approves in writing, a carport. Each garage or carport shall be sufficient in size and area to permit at least two (2) automotive vehicles to be parked therein. Bona fide domestic servants may live in the improvements on any Lot. Except for the easement rights elsewhere recognized in this Declaration, each Lot shall be used only for a Living Unit and a private garage or carport.

SECTION 8.17 Driveways. Each Lot shall have driveway access to the street on which the Lot faces or shall have driveway access to a street on which it may side. The Owner of each Lot shall construct and maintain at its expense a driveway from its garage or carport to an abutting street, including the portion in the street easement, and Owner shall repair at its expense any damage to the street occasioned by connecting its driveway thereto.

SECTION 8.18 Types of Permitted Improvements. No building or Living Unit in the Subdivision shall exceed in height two (2) stories or thirty-six (36') feet, measured from the finished grade of the building site. On each Lot a Living Unit of one story shall contain not less than 1,400 square feet of ground floor living area and any Living Unit other than a one story residence shall contain not less than 1,500 square feet of living area. All computations of living area shall be exclusive of open or screened porches, terraces, patios, driveways, carports and/or garages. Measurements shall be to the face of the outside walls of the living area.

SECTION 8.19 Zero Lot Line. As to each Lot the following building requirements shall apply unless the Architectural Control Committee agrees to the contrary in writing, to-wit:

- (a) No building, fence, or other structure (i) shall be placed or built on any Lot nearer to the front lot line or nearer to a side street line than the building lines therefor shown on the Subdivision Plat, or (ii) shall encroach on any easement shown on the Subdivision Plat.

(b) On all lots facing north or south the Zero Lot Line shall be the west property line and no structure shall be constructed within five feet of the east property line. On all lots facing east or west, the Zero Lot Line shall be the south property line and no structure shall be constructed within five feet of the north property line. On Lots 25 and 26 in Block 4 and Lots 26, 27, 31, 32, 55, 56, 60, 61, 84, 85, 89, and 90 in Block 5 no structure shall be built within five (5') feet of an adjacent property lines.

(c) For the purpose of this covenant, eaves, steps, and open porches shall not be considered as a part of the building; provided, however, that this shall not be construed to permit any portion of the building on any Lot to encroach upon another Lot or an easement. If two or more Lots, or fractions thereof, are consolidated into a building site in conformity with the provisions of Section 2.4, these building setback provisions shall be applied to such resultant building site as if it were one original, platted Lot.

SECTION 8.20 Copper Wiring and Gas Utilities. As to each Living Unit, the following building requirement shall apply unless the Architectural Control Committee agrees to the contrary in writing:

(a) All interior wiring in each Living Unit shall be copper.

(b) All Living Units must use all gas water heating, gas heating and gas kitchen appliances. In the event that the Owner of any Lot does not use such gas appliances, there will be an additional \$300.00 cash assessment of such Owner payable to Westhollow Village Joint Venture on or before the date construction begins on the Lot.

SECTION 8.21 Grass and Trees. The Owner of each Lot, as a minimum shall sod with grass the area between his Living Unit and the curb line(s) of the abutting street(s), and shall plant in the same area at least one tree, having a minimum diameter of three inches (3") at a height twelve inches (12") above finished grade. The grass and trees shall be of a type and within standards prescribed by the Architectural Control Committee.

SECTION 8.22 Centralized Sales. Nugent and Associates, Houston, Texas, shall serve as the exclusive sales agent for all Living Units contained on any Lots of the Subdivision and shall receive a sales commission of 4-1/2% of the total sales price of each Living Unit upon closing. Said commission shall be payable by the Owner of such Lot; provided that Nugent and Associates shall maintain an office on the Westhollow Village property, which shall be staffed from 9:00 o'clock A.M. until sunset, seven (7) days a week, and shall have at least four (4) sales agents available to show property each Sunday from 12:00 o'clock P.M. until sunset.

SECTION 8.23 Offices, Storage and Signs. Notwithstanding the foregoing provisions of this Article VIII, Developer and its permittees shall have the exclusive right to erect, place, and maintain on their respective properties in the Subdivision such facilities (including but not limited to, offices, storage areas, and model units) as in Developer's sole discretion may be necessary or convenient to improve and/or sell properties in the Subdivision.

SECTION 8.24 Prohibited Activities. No Lots shall be used for any professional, business or commercial purpose or activity of any kind to which the general public is invited.

ARTICLE IX

EXTENSION OF DECLARATION TO ADDITIONAL LAND

SECTION 9.1 Additions to the Subdivision. Notwithstanding the provisions of Section 10.2, and notwithstanding any other provision of this Declaration to the contrary, and without the joinder, consent, vote or approval of the persons and parties who are then Members of the Association and/or Owners of Lots under this Declaration, or anyone else, Developer

shall have the right and option (but not the obligation or duty), at any time or from time to time between the date of this Declaration and December 31, 1981, to file for record in the Office of the County Clerk of Harris County, Texas an Amendment to this Declaration which:

(a) Expands the definition of "Subdivision Plat" herein so that it covers and includes not only the subdivision plat(s) then covered by said definition but also the recorded plat(s) of one or more additional subdivisions, expands the definition of "Subdivision" herein so that it covers and includes not only the land then covered by said definition but also all or any part of the land subdivided into numbered lots in the plat(s) of said additional subdivision(s), and/or expands the definition of "Lots" in the first sentence of Subsection 1.1(a) hereto so that it covers and includes not only the Lots then covered by said definition but also (i) the numbered lots shown on the plat(s) of said additional subdivision(s) and/or (ii) one or more tracts described by metes and bounds in said Amendment and designated therein as residential lots. After the filing for record of any such Amendment, the provisions of the second and third sentences of Subsection 1.1(a) hereof shall apply not only to the Lots to which such provisions previously applied but also to the Lots which become such pursuant to such Amendment;

(b) Makes such additional Lots subject to the reservations, covenants, obligations, assessments, liens, terms and provisions set forth in this Declaration, except that said Amendment may lower or raise the minimum size requirements for the Living Units on said additional Lots from those specified in Section 8.18 of this Declaration;

(c) Grants to such additional Lots and the Owners thereof the benefits of this Declaration;

(d) Designates which of said additional Lots, if any, are to be Patio Home Lots; and

(e) Sets forth any additional restrictions which Developer wishes to impose on said additional Lots.

Each such Amendment shall be executed by Developer, and if Developer is not the Owner of the additional Lots added by the Amendment, or is not the Owner of some of such Lots, then the Amendment shall also be executed by the Owner(s) of such of the additional Lots added by that Amendment as are not owned by Developer. Each such Amendment shall be effective as an Amendment to this Declaration from and after the date it is filed for record in the Office of the County Clerk of Harris County, Texas, and all rights and obligations accruing therefrom shall commence and be measured as of and from said filing date.

ARTICLE X

GENERAL PROVISIONS

SECTION 10.1 Incorporation. The terms and provisions of this Declaration shall be construed as being adopted in each and every contract, deed, or conveyance hereafter executed by Developer conveying all or any part of the land in the Subdivision, whether or not referred to therein, and all estates conveyed therein and warranties of title contained therein shall be subject to the terms and provisions of this Declaration.

SECTION 10.2 Amendments. This Declaration may be amended in whole or in part by an instrument executed by the President of the Association when approved by three-fourths (3/4) of the votes cast by each Class of Members at a Meeting of Members. Following any such amendment, every reference herein to this Declaration shall be held and construed to be a reference to this Declaration as so amended.

SECTION 10.3 Duration. This Declaration shall remain in full force and effect for a term of thirty (30) years from the date this Declaration is recorded in the Office of the County Clerk of Harris County, Texas, after which time this Declaration shall be extended automatically for successive periods of ten (10) years each unless and until an instrument signed by the holders of three-fourths (3/4) of the votes of each Class of Members with voting privileges has been filed for record in the Office of the County Clerk of Harris County, Texas, agreeing to terminate this Declaration. Such an instrument so filed for record shall become effective on the date stated therein or one (1) year after it is so filed for record, whichever is the later date.

SECTION 10.4 Enforcement. The terms and provisions of this Declaration shall run with and bind the land in the Subdivision, and shall inure to the benefit of and be enforceable by Developer, the Association, or the Owner of any Lots, and by their legal representatives, heirs, successors and assigns. This Declaration may be enforced in any proceeding at law or in equity against any person or entity violating or threatening to violate any term or provision hereof, to enjoin or restrain the violation thereof or to recover damages by reason thereof, and to enforce against the property any lien created by this Declaration. The failure of Developer, the Association, or any Owner to enforce any term or provision of this Declaration shall never be deemed a waiver of the right to do so thereafter. No bond shall ever be required of the Developer or the Association as a condition of any injunction or restraining order, or if required for any reason whatsoever, it is specially agreed that a bond in an amount not to exceed \$1,000.00 shall be deemed reasonable and satisfactory for all purposes.

SECTION 10.5 Severability. Invalidation of any term or provision of this Declaration by judgment or otherwise shall not affect any other term or provision of this Declaration, and this Declaration shall remain in full force and effect except as to any terms and provisions which are invalidated.

SECTION 10.6 Gender and Grammar. The singular wherever used herein shall be construed to mean or include the plural when applicable, and the necessary grammatical changes required to make the provisions hereof apply either to corporations (or other entities) or individuals, male or female, shall in all cases be assumed as though in each case fully expressed.

SECTION 10.7 Titles. The titles of this Declaration and of Articles and Sections contained herein are for convenience only and shall not be used to construe, interpret, or limit the meaning of any term or provision contained in this Declaration.

SECTION 10.8 Execution by the Association. The Association by joining in the execution hereof, agrees to be bound by all of the terms and provisions of this Declaration.

SECTION 10.9 Successors in Title. The terms and provisions of this Declaration shall apply to, be binding upon, and inure to the benefit of Developer and the Association and their respective successors and assigns.

IN WITNESS WHEREOF, this Declaration is executed this the 24 day of October, 1977, A.D.

ATTEST:

By [Signature]

WESTHOLLOW VILLAGE JOINT VENTURE
By: JAGUAR DEVELOPMENT COMPANY

By [Signature]
Ronald L. Marr, President

ATTEST:

By [Signature]

By: IRONWOOD DEVELOPMENT

By [Signature]
Ben Koshkin, President

ATTEST:

By Miraflores Crow

JAGUAR DEVELOPMENT COMPANY

By Ronald L. Marr, President
Ronald L. Marr, President

ATTEST:

By Ben Koshkin

IRONWOOD DEVELOPMENT COMPANY

By Ben Koshkin

THE STATE OF TEXAS §
§
COUNTY OF HARRIS §

BEFORE ME, the undersigned authority, on this day personally appeared Ronald L. Marr, President of JAGUAR DEVELOPMENT COMPANY a joint venturer of WESTHOLLOW VILLAGE 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 consideration therein expressed, in the capacity therein stated, and as the act and deed of said corporation and joint venture.

GIVEN UNDER MY HAND AND SEAL OF OFFICE, this the 24th day of October

1977.



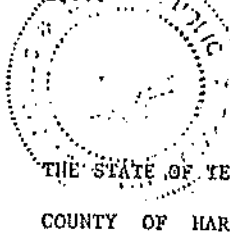
Jean Hall
NOTARY PUBLIC IN AND FOR
HARRIS COUNTY, T E X A S

THE STATE OF TEXAS §
§
COUNTY OF HARRIS §

BEFORE ME, the undersigned authority, on this day personally appeared Ben Koshkin, President of IRONWOOD DEVELOPMENT COMPANY a joint venturer of WESTHOLLOW VILLAGE 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 consideration therein expressed, in the capacity therein stated, and as the act and deed of said corporation and joint venture.

GIVEN UNDER MY HAND AND SEAL OF OFFICE, this the 24th day of October

1977.



Jean Hall
NOTARY PUBLIC IN AND FOR
HARRIS COUNTY, T E X A S

THE STATE OF TEXAS §
§
COUNTY OF HARRIS §

BEFORE ME, the undersigned authority, on this day personally appeared Ronald L. Marr, President of JAGUAR DEVELOPMENT COMPANY, known to me to be the person whose name is subscribed to the foregoing instrument, and acknowledged to me that he executed the same for the purposes and consideration therein expressed, in the capacity therein stated, and as the act and deed of said corporation.

GIVEN UNDER MY HAND AND SEAL OF OFFICE, this the 24th day of October

1977.



Jean Hall
NOTARY PUBLIC IN AND FOR
HARRIS COUNTY, T E X A S

178-17-0540

THE STATE OF TEXAS §
 §
COUNTY OF HARRIS §

BEFORE ME, the undersigned authority, on this day personally appeared Ben Koshkin, President of IRONWOOD DEVELOPMENT COMPANY, known to me to be the person whose name is subscribed to the foregoing instrument, and acknowledged to me that he executed the same for the purposes and consideration therein expressed, in the capacity therein stated, and as the act and deed of said corporation.

GIVEN UNDER MY HAND AND SEAL OF OFFICE, this the 24th day of October, 1977.



Jean Hall
NOTARY PUBLIC IN AND FOR
HARRIS COUNTY, T E X A S

178-17-0541

EXHIBIT "A"

Field notes covering a tract of land containing 1,129,109 square feet, 25.9208 acres which is part of and out of Reserve "L" of Westhollow as per Volume 216, Page 1 of the Harris County Map Records, out of the Joel Wheaton Survey, Abstract 80, all in Harris County, Texas and being described by metes and bounds as follows:

Commencing Point being the Northeast corner of said Reserve "L" and same point being the intersection point of the South line of a 120-foot wide Harris County Flood Control Easement as per Volume 216, Page 1 of the Harris County Map Records and the West line of a 150-foot wide Harris County Flood Control Easement as per County Clerk's Film Code No. 159-21-1524;

Thence S 00° 15' 14" E along the West line of the said 150-foot-wide Harris County Flood Control Easement and the East line of said Reserve "L" for 768.01 feet to the PLACE OF BEGINNING;

THENCE S 00° 15' 14" E, continuing along the above mentioned line for 571.99 feet to a point;

THENCE N 89° 44' 46" E for 150.00 feet to a point;

THENCE S 00° 15' 14" E along this tract's East line and the East line of Reserve "L" for 631.72 feet to a point for Southeast corner of this tract;

THENCE N 89° 42' 05" W along this tract's South line and the South line of said Reserve "L" for 1,014.75 feet to a point for Southwest corner of this tract;

THENCE NORTH along this tract's West line for 1,197.74 feet to a point being this tract's Northwest corner;

THENCE EAST along this tract's North line for 859.39 feet to the PLACE OF BEGINNING.

178-17-0542

EXHIBIT "B"

A tract of land containing 658,707 square feet, 15.1218 acres which is part of and out of Reserve "L" of Westhollow as per Volume 216, Page 1 of the Harris County Map Records, out of the Joel Wheaton Survey, Abstract 80, all in Harris County, Texas and being described by metes and bounds as follows:

PLACE OF BEGINNING being a 1/2 inch iron rod set for the Northeast corner of said Reserve "L" and same point being the Northeast corner of this tract and being the intersection point of the South line of a 120 foot wide Harris County Flood Control Easement as per Volume 216, Page 1 of the Harris County Map Records and the West line of a 150 foot wide Harris County Flood Control Easement as per County Clerk's Film Code No. 159-21-1524;

THENCE S 00° 15' 14" E along this tract's East line and the West line of the said 150 foot wide Harris County Flood Control Easement and the East line of Reserve "L" for 768.01 feet to a 1/2 inch iron rod set for this tract's Southeast corner;

THENCE West along this tract's South line for 859.39 feet to a 1/2 inch iron rod set for the Southwest corner of this tract;

THENCE North along this tract's West line for 768.00 feet to a 1/2 inch iron rod set in the South line of the said 120 foot wide Harris County Flood Control Easement, said point being this tract's Northwest corner;

THENCE East along this tract's North line and the South line of the said 120 foot wide Harris County Flood Control Easement and the North line of said Reserve "L" for 855.99 feet to the PLACE OF BEGINNING.

Lozano To
FIRST EQUITABLE TITLE CO.
3320 LOUISIANA SMITH - 522-3841
HOUSTON, TEXAS 77006

FIRST EQUITABLE TITLE CO.
3320 LOUISIANA SMITH - 522-3841
HOUSTON, TEXAS 77006

FIRST AMENDMENT TO DECLARATION OF
WESTHOLLOW VILLAGE SUBDIVISION

172-97-0017

THE STATE OF TEXAS §
COUNTY OF HARRIS §

REC-2-00 157271 0 779307 --- A PB

13.00
157

5779307

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13

WHEREAS, Westhollow Joint Venture, a Texas partnership
("Developer") composed of Ironwood Development Company and Jaguar
Development Company, each a Texas corporation, filed the Declaration
of Westhollow Village Subdivision ("Declaration") recorded in the
Official Public Records of Real Property of Harris County, Texas,
under County Clerk's File No. F347840; which did create a subdivision
for sale to the general public of that certain tract of land more
particularly described in Exhibit "A" attached hereto and made a
part hereof for all purposes;

WHEREAS, pursuant to said Declaration, the Developer
established the association known as Westhollow Property Owners
Association ("Association") and promulgated certain rules and regula-
tions applicable to said Association;

WHEREAS, pursuant to Section 10.2 designated "Amendment
of the Declaration" 3/4 of the votes cast by each Class of Members
at a Meeting of Members, may amend said Declaration;

WHEREAS, at a Special Meeting of Members held on July
21, 1980, 3/4 of the votes of each Class of Members voted to
amend the Declaration to eliminate the requirement of publication
in a local newspaper of any meeting of the Association and to
restructure the assessment provision.

NOW, THEREFORE, said parties amend the Declaration as
follows:

1. The first sentence of Paragraph (j) of Article I, Section 1.1
designated "Definitions" is hereby amended to read:

"Meeting of Members" shall mean and refer to a meeting
of Members duly called in the manner prescribed in the
By-Laws of the Association and at which a quorum shall
be present.

Handwritten notes:
J.E. - [unclear]
[unclear]
[unclear]
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RECORDER'S MEMORANDUM:

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

2. Section 5.3 of Article V designated "Annual Assessments" is hereby amended to read:

The Association, by action of its Board of Directors, shall levy annual assessments against the Assessable Tracts and Living Units to obtain funds reasonably anticipated to be needed for the purposes stated in Section 5.2, including reasonable reserves for contingencies and capital improvements, replacements and repairs. The amount of the annual assessments for a Living Unit shall not exceed \$300.00, except that for any calendar year after the calendar year 1980, the Association may increase said maximum amount of the annual assessment for a Living Unit, but if such change increases the maximum amount which can be assessed against a Living Unit to more than 110% of the amount in the preceding calendar year, the change must be approved by 2/3 of the votes cast by each Class of Members at a Meeting of Members. The amount of the annual assessment for an Assessable Tract shall not exceed (30%) of the assessment charged to a Living Unit for the calendar year. The classification of a lot as defined in Section 1.1 (d) and (e) under Article I herein will be determined the last day of the year preceding the calendar year in which the assessment is charged.

12-57-0018

Blots are 30% of Horate

3. Section 5.4 of Article V designated "Commencement of Annual Assessments: Due Date" is hereby amended to read:

The annual assessment on such Assessable Tract or Living Unit for each calendar year shall be due and payable thirty (30) days after receipt of said assessment from the Board of the Association.

4. Sections 5.4, 5.5, 5.6 and 5.8 of Article V are hereby amended to include "Assessable Tract or Living Unit" in all and every reference to the term "Assessable Tract" stated therein.

This Amendment shall become effective as of January 1, 1980.

EXECUTED this 3rd day of November, 1980.

WESTHOLLOW VILLAGE PROPERTY OWNERS ASSOCIATION

By: Ben Kachuk
President

ATTEST

By: Donna Hyman
Secretary

KostHind

DONNA HYMAN

THE STATE OF TEXAS S
S
COUNTY OF HARRIS S

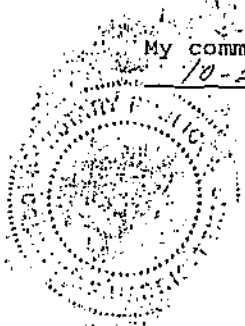
BEFORE ME, the undersigned authority, on this day personally appeared Ben Washburn, known to me to be the person and officer whose name is subscribed to the foregoing instrument and acknowledged to me that the same was the act of said Westhollow Village Property Owners Association, and that he executed the same as the act of such Association for the purposes and consideration therein expressed, and in the capacity therein stated.

GIVEN UNDER MY HAND AND SEAL OF OFFICE, this 3 day of December, 1980.

Richard Lyons
Notary Public in and for
Harris County, T E X A S

My commission expires:

10-24-81



6100-16-214
177-97-0019

Exhibit "A"

TRACT ONE. A tract of land containing 1,129,109 square feet, 25.9208 acres which is part of and out of Reserve "L" of Westhollow as per Volume 216, Page 1 of the Harris County Map Records, out of the Joel Wheaton Survey, Abstract 80, all in Harris County, Texas and being described by metes and bounds as follows:

Commencing Point being the Northeast corner of said Reserve "L" and same point being the intersection point of the South line of a 120-foot wide Harris County Flood Control Easement as per Volume 216, Page 1 of the Harris County Map Records and the West line of a 150-foot wide Harris County Flood Control Easement as per County Clerk's Film Code No. 159-21-1524;

Thence S 00° 15' 14" E along the West line of the said 150-foot-wide Harris County Flood Control Easement and the East line of said Reserve "L" for 768.01 feet to the PLACE OF BEGINNING;

THENCE S 00° 15' 14" E, continuing along the above mentioned line for 571.99 feet to a point;

THENCE N 89° 44' 46" E for 150.00 feet to a point;

THENCE S 00° 15' 14" E along this tract's East line and the East line of Reserve "L" for 631.72 feet to a point for Southeast corner of this tract;

THENCE N 89° 42' 05" W along this tract's South line and the South line of said Reserve "L" for 1,014.75 feet to a point for Southwest corner of this tract;

THENCE NORTH along this tract's West line for 1,197.74 feet to a point being this tract's Northwest corner;

THENCE EAST along this tract's North line for 859.39 feet to the PLACE OF BEGINNING.

TRACT TWO. A tract of land containing 658,707 square feet, 15.1218 acres which is part of and out of Reserve "L" of Westhollow as per Volume 216, Page 1 of the Harris County Map Records, out of the Joel Wheaton Survey, Abstract 80, all in Harris County, Texas and being described by metes and bounds as follows:

PLACE OF BEGINNING being a 1/2 inch iron rod set for the Northeast corner of said Reserve "L" and same point being the Northeast corner of this tract and being the intersection point of the South line of a 120 foot wide Harris County Flood Control Easement as per Volume 216, Page 1 of the Harris County Map Records and the West line of a 150 foot wide Harris County Flood Control Easement as per County Clerk's Film Code No. 159-21-1524;

THENCE S 00° 15' 14" E along this tract's East line and the West line of the said 150 foot wide Harris County Flood Control Easement and the East line of Reserve "L" for 768.01 feet to a 1/2 inch iron rod set for this tract's Southeast corner;

THENCE West along this tract's South line for 859.39 feet to a 1/2 inch iron rod set for the Southwest corner of this tract;

THENCE North along this tract's West line for 768.00 feet to a 1/2 inch iron rod set in the South line of the said 120 foot wide Harris County Flood Control Easement, said point being this tract's Northwest corner;

THENCE East along this tract's North line and the South line of the said 120 foot wide Harris County Flood Control Easement and the North line of said Reserve "L" for 855.99 feet to the PLACE OF BEGINNING.

172-97-0020

Amended

178-23-0838
STATE COMMISSIONER PAGE 1 OF 1

LU90048 SECOND AMENDMENT TO DECLARATION OF WESTHOLLOW VILLAGE SUBDIVISION

THE STATE OF TEXAS |
 |
COUNTY OF HARRIS |

WHEREAS, Westhollow Joint Venture, a Texas partnership ("Developer") composed of Ironwood Development Company and Jaguar Development Company, each a Texas corporation, filed the Declaration of Westhollow Village Subdivision ("Declaration") recorded in the Official Public Records of Real Property of Harris County, Texas, under County Clerk's File No. F347840; which did create a subdivision for sale to the general public of that certain tract of land more particularly described in Exhibit 'A' attached hereto and made a part hereof for all purposes;

WHEREAS, pursuant to said Declaration, the Developer established the association known as Westhollow Property Owners Association ("Association") and promulgated certain rules and regulations applicable to said Association;

*3
N*

WHEREAS, pursuant to Section 10.2 designated "Amendment of the Declaration" 3/4 of the votes cast by each class of members at a meeting of members may amend said Declaration, and whereas said Declaration was amended by instrument dated November 3, 1980, recorded under File Code No. 172-97-0017 through 172-97-0020 recorded in the real property records of Harris County, Texas; and

WHEREAS, at an annual meeting of members held on April 12, 1986, 3/4 of the votes cast by each class of members voted to amend the Declaration to redefine the class of members entitled to vote and method of counting votes;

NOW THEREFORE, said parties amend the Declaration as follows:

1. All of Section 3.2 of Article III entitled "Voting Rights" is hereby amended to read as follows:

"3.2 Voting Rights, the association shall have the following class or classes of voting membership with the following rights:

CLASS A: Each owner of an Assessable Tract, who has paid in full their Annual Assessments at the time the vote is taken, shall be the Class A members, and by virtue of such membership, the owner of each Assessable Tract shall be entitled to vote in the association. There shall be no fractional votes. When the owner of an Assessable Tract consists of more than one person or entity, they shall

ANY INSTRUMENT HEREIN WHICH RESTRICTS THE SALE, RENTAL, OR USE OF THE DESCRIBED REAL PROPERTY, BY REASON OF COLOR OR RACE IS INVALID AND UNENFORCEABLE UNDER FEDERAL LAW
THE STATE OF TEXAS
COUNTY OF HARRIS
The above is a full true and correct photographic copy of the original record now in my lawful custody and possession, as the same is recorded in the Official Public Records of Real Property in my office and preserved on Microfilm and having Microfilm identification Number as stamped thereon. I hereby certify as:

FEB 7 1992



ANITA RODEHEAVER
COUNTY CLERK
HARRIS COUNTY, TEXAS
By *[Signature]*
Deputy
STEPHEN L. JONE

178-23-0839

designate one of their number to enact their vote with respect to such Assessable Tract.

CLASS B: Class B membership terminated on December 31, 1984.

Voting on any question, other than an election, may be by voice or show of hands unless the presiding officer shall order or any member shall demand that voting be by roll call or by written ballot."

This Amendment shall become effective as of May 1, 1986.

EXECUTED this 25th day of MARCH, 1987.

WESTHOLLOW VILLAGE PROPERTY OWNERS ASSOCIATION

By: Michael Schramm
MICHAEL SCHRAMM, President

10K
NO
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ATTEST:

By: Russ Fabiani
Secretary Russ Fabiani

STATE OF TEXAS
COUNTY OF HARRIS

BEFORE me, the undersigned authority, on this day personally appeared MICHAEL SCHRAMM, known to me to be the person and office whose name is subscribed to the foregoing instrument and acknowledged to me that the same was the act of said WESTHOLLOW VILLAGE PROPERTY OWNERS ASSOCIATION, and that he executed the same as the act of such Association for the purposes and consideration therein expressed, and in the capacity therein stated.

GIVEN UNDER MY HAND AND SEAL OF OFFICE this 25th day of MARCH, 1987.

Rosemary Orlando
ROSEMARY



My Commission Expires:

July 27, 1989

ROSEMARY ORLANDO
Notary Public, State of Texas
Commission Expires July 27, 1989

Refer to:
John J. Williams, Jr.
1818 Memorial Drive
Houston, Tx. 77007

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FEB 7 1992



ANITA RODEHEAVER
COUNTY CLERK
HARRIS COUNTY, TEXAS

By: Stephen L. Jone
Deputy

STEPHEN L. JONE

Exhibit "A"

TRACT ONE. A tract of land containing 1,129.109 square feet, 25.9208 acres which is part of and out of Reserve "L" of Westhollow as per Volume 216, Page 1 of the Harris County Map Records, out of the Joel Wheaton Survey, Abstract 80, all in Harris County, Texas and being described by metes and bounds as follows:

Commencing Point being the Northeast corner of said Reserve "L" and same point being the intersection point of the South line of a 120-foot wide Harris County Flood Control Easement as per Volume 216, Page 1 of the Harris County Map Records and the West line of a 150-foot wide Harris County Flood Control Easement as per County Clerk's Film Code No. 159-21-1524;

Thence S 00° 15' 14" E along the West line of the said 150-foot wide Harris County Flood Control Easement and the East line of said Reserve "L" for 768.01 feet to the PLACE OF BEGINNING;

THENCE S 00° 15' 14" E, continuing along the above mentioned line for 571.99 feet to a point;

THENCE N 89° 44' 46" E for 150.00 feet to a point;

THENCE S 00° 15' 14" E along this tract's East line and the East line of Reserve "L" for 631.72 feet to a point for Southeast corner of this tract;

THENCE N 89° 42' 05" W along this tract's South line and the South line of said Reserve "L" for 1,014.75 feet to a point for Southwest corner of this tract;

THENCE NORTH along this tract's West line for 1,197.74 feet to a point being this tract's Northwest corner;

THENCE EAST along this tract's North line for 859.39 feet to the PLACE OF BEGINNING.

TRACT TWO. A tract of land containing 658.707 square feet, 15.1218 acres which is part of and out of Reserve "L" of Westhollow as per Volume 216, Page 1 of the Harris County Map Records, out of the Joel Wheaton Survey, Abstract 80, all in Harris County, Texas and being described by metes and bounds as follows:

PLACE OF BEGINNING being a 1/2 inch iron rod set for the Northeast corner of said Reserve "L" and same point being the Northeast corner of this tract and being the intersection point of the South line of a 120 foot wide Harris County Flood Control Easement as per Volume 216, Page 1 of the Harris County Map Records and the West line of a 150 foot wide Harris County Flood Control Easement as per County Clerk's Film Code No. 159-21-1524;

THENCE S 00° 15' 14" E along this tract's East line and the West line of the said 150 foot wide Harris County Flood Control Easement and the East line of Reserve "L" for 768.01 feet to a 1/2 inch iron rod set for this tract's Southeast corner;

THENCE West along this tract's South line for 859.39 feet to a 1/2 inch iron rod set for the Southwest corner of this tract;

THENCE North along this tract's West line for 768.00 feet to a 1/2 inch iron rod set in the South line of the said 120 foot wide Harris County Flood Control Easement, said point being this tract's Northwest corner;

THENCE East along this tract's North line and the South line of the said 120 foot wide Harris County Flood Control Easement and the North line of said Reserve "L" for 855.99 feet to the PLACE OF BEGINNING.

ANY PROVISIONS HEREIN WHICH RESTRICT THE SALE, RENTAL, OR USE OF THE DESCRIBED REAL PROPERTY BECAUSE OF COLOR OR RACE IS HEREBY REVOKED AND UNENFORCEABLE UNDER FEDERAL LAW
THE STATE OF TEXAS
COUNTY OF HARRIS

The above is a full true and correct photographic copy of the original record now in my lawful custody and possession, as the same is recorded in the Official Public Records of Real Property in my office and Preserved as Microfilm and being Microfilm identification Number as stamped thereon I hereby certify as:

FEB 7 1992



ANITA RODEHEAVER
COUNTY CLERK
HARRIS COUNTY, TEXAS

By Stephen L. June
Deputy

STEPHEN L. JUNE