

RESOLUTION OF THE BOARD OF DIRECTORS OF  
KIRBYWOODS PROPERTY OWNERS ASSOCIATION  
OF TAYLOR LAKE VILLAGE

STATE OF TEXAS

COUNTY OF HARRIS

WHEREAS, Article IX, Section 4 of the Bylaws for KirbyWoods Property Owners Association of Taylor Lake Village provides for the fiscal year to run from February 1 to January 31, and

WHEREAS, the Board of Directors is of the opinion that it would be of benefit to the Association if the fiscal year were to run from January 1 to December 31, and

WHEREAS, Article VII of the Bylaws empowers the Board of Directors to amend the Bylaws by a vote of a majority of the Directors,

NOW THEREFORE, the Board of Directors hereby resolves that Article IX, Section 4 of the Bylaws for the Association is amended to read as follows:

Section 4. Fiscal Year. The fiscal year of the Master Association shall run from January 1 to December 31, subject to change from time to time as the Board of Directors shall determine.

IT IS FURTHER RESOLVED that the change in the fiscal year is to become effective immediately, with the fiscal year for 2001 ending on December 31, 2001.

I hereby certify that the above resolution amending the Bylaws of KirbyWoods Property Owners Association of Taylor Lake Village and causing the change in dates to be immediately effective was passed at a meeting on March 1, 2001, by a majority of the Directors of KirbyWoods Property Owners Association.

Jack Fleetwood, President,  
KirbyWoods Property Owners  
Association of Taylor Lake Village

ARTICLES OF INCORPORATION  
OF  
KIRBYWOODS PROPERTY OWNERS OF  
TAYLOR LAKE VILLAGE, INC.  
(A Texas Nonprofit Corporation)

In order to form a corporation under the provisions of Article 1396-1.01 et seq., Tex. Rev. Civ. Stat. Ann. (Vernon 1988) under the Laws of the state of Texas for the formation of corporations Not For Profit, we, the undersigned, hereby associate ourselves into a corporation not for profit for the purpose and with the powers hereinafter mentioned.

ARTICLE I

The name of the corporation shall be:

KIRBYWOODS PROPERTY OWNERS OF TAYLOR LAKE VTLLAGE, INC.  
(hereinafter referred to as the "Master Association").

ARTICLE II

The Master Association is a nonprofit corporation.

ARTICLE III

The purpose and objects of the Master Association shall be to provide for the maintenance, preservation and architectural control of the properties, Lots, houses and Common Areas contained within and used in connection with that certain tract of land known as "KirbyWoods Subdivision," a subdivision, located in Harris county, Texas, according to the map or plat thereof recorded in Volume 345, Page 84, of the Map Records of Harris County, Texas, and any additional properties that may hereafter be brought within the jurisdiction of this Master Association and to:

1. To promote the health, safety and general welfare of the Members and the residents of KirbyWoods Subdivision.
2. To exercise all of the powers and privileges and to per-form all of the duties and obligations of the Master Association arising from or set forth in the "Declaration of Covenants, Conditions and Restrictions for KirbyWoods Subdivision" (the "Declaration"), filed for record in the official public records of Real property of Harris county, under Clerk's File No. M549898, as amended and supplemented from time to time- The definitions contained in the Declaration are incorporated by reference herein. In the event of any conflict between the terms of the Declaration and these Articles, the provisions of the Declaration shall control.
3. To acquire, own, control, operate, manage, maintain, improve, insure, mortgage and repair any portion or portions of the lands from time to time comprising KirbyWoods

subdivision, and any personal property appurtenant thereto, as Common Areas for the common use and benefit of all Members, residents of Kirby Woods Subdivision, and certain other persons entitled to use the Common Areas as more particularly provided in the Declaration.

4. To perform all of the duties and obligations of the Master Association as set forth in and in accordance with the terms, provisions, conditions and authorizations contained in these Articles of Incorporation and the Declaration, and any amendments or supplements thereto, with respect to all or any portion of the properties that may now, or hereafter be recorded in the public Records of Harris County, Texas.
5. To fix, levy, collect and enforce payment by any lawful means, all charges or assessments pursuant to the terms of the Declaration; to pay all expenses in connection therewith and all office and other expenses incident to the conduct of the business of the Master Association, including all licenses, taxes or governmental charges levied or imposed against the property of the Master Association.
6. To have and exercise any and all powers, rights and privileges which a corporation organized under the Nonprofit Corporation Act of the state of Texas may by law now or hereafter have or exercise; provided that none of the objects or purposes herein set out shall be construed to authorize the Master Association to do any act in violation of said Nonprofit Corporation Act or Part IV of the Texas Miscellaneous corporation Laws Act, and all such objects or purposes are subject to said Acts.

The Master Association shall be conducted as a not for profit organization for the benefit of its members, and the Master Association shall make no distribution of income to its members, directors or officers, other than for contractual services rendered.

#### ARTICLE IV

The Master Association shall have the following powers:

1. The Master Association shall have all of the powers and privileges granted by the Texas Nonprofit Corporation Act, as amended from time to time, under the law pursuant to which this corporation is chartered and not in conflict with these Articles of Incorporation or the Declaration.
2. The Master Association shall have all of the powers and duties set forth in the Declaration and any amendments or supplements thereto that may now or hereafter be recorded in the public Records of Harris County, Texas.
3. The Master Association shall have all of the powers reasonably necessary to implement and effect the purposes of the Master Association, including, but not limited to, the following:
  - (a) to acquire (by gift, purchase or otherwise), own control, operate, manage,

maintain, improve, mortgage and repair the Common Areas of KirbyWoods Subdivision.

- (b) To contract for the management of the common Areas and to delegate to the party with whom such contract has been entered into the appropriate powers and duties of, the, Master Association, except those requiring specific action by or approval of the Board of Directors of the Members of the Master Association.
- (c) To fix, collect, levy and enforce payment by any lawful means of all maintenance charges and assessments against Members of the Master Association; to defray all costs and expenses incident to the conduct of the business of the Master Association and the operation of the Common Areas including, without limitation, all licenses, taxes, assessments, or other governmental charges levied or imposed against the Common Areas or any property of the Master Association.
- (d) To adopt, alter, amend and rescind By-Laws for the operation of the Master Association not inconsistent with the law pursuant to which the Master Association is chartered and these Articles of Incorporation, and to adopt, alter and amend reasonable rules and regulations governing the use of the Common Areas.
- (e) To enforce in its own name the provisions of these Articles of Incorporation, the By-Laws of the Master Association that may now or hereafter be adopted, any rules or regulations that may now or hereafter be adopted by the Master Association, and the provisions of the Declaration and any amendments or supplements thereto that may now or hereafter be recorded in the Official public Records of Real Property of Harris County, Texas.
- (f) To participate in mergers and consolidations with other not for profit corporations organized for similar purposes, provided that any such merger or consolidation is approved by two-thirds (2/3) of the aggregate number of votes entitled to be cast by all Members present or represented by proxy at a duly noticed and convened annual or special meeting of the Members.
- (g) To dedicate, release, alienate, sell or transfer all or any portion of the Common Areas for such purposes deemed by the Board of Directors to be in the best interest of KirbyWoods Subdivision as a whole.
- (h) To pay all costs, expenses and obligations lawfully incurred in connection with the Master Association's affairs including, without limitation, all licenses, taxes, assessments or other governmental charges levied or imposed against the Common Areas.
- (i) To buy, sell, lease, mortgage or otherwise deal with any and all property, whether real or personal.

## ARTICLE V

Every person or entity who is a record owner of a fee or undivided fee interest in any Lot or Unit shall be a Member of the Master Association, with a membership of any prior Homeowner or Homeowners (if applicable) being terminated upon conveyance of such fee interest; provided, however, that any party who owns more than one Lot or Unit shall remain a Member of the Master Association so long as the Member remains a record owner of a fee or undivided fee interest in any Lot or unit within the Kirby Woods Subdivision.

## ARTICLE VI

The Master Association shall have the following two (2) classes of voting membership:

- (a) Class A. Class A Members shall be Owners of Lots, in Kirby Woods Subdivision, except for the developer so long as the Developer retains class B voting rights as defined in the Declaration, and shall be entitled to one (1) vote for each Lot so owned.
- (b) Class B. The Class B Member shall be the Developer and shall be entitled to ten (10) votes for each Lot or Unit owned in Kirby Woods Subdivision. The Class B Membership shall, cease to exist and shall be converted to Class A Membership when the first of one of the following events occurs:
  - (1) when the total votes outstanding in Class A Membership exceeds the total votes outstanding in Class B Membership, or,
  - (2) Five (5) years following conveyance of the first Lot from the Developer to an Owner, or,
  - (3) On June 30, 1995.

When more than one (1) person holds an interest in any Lot, all such persons shall be Members of the Master Association, provided, however, that the Owner's vote shall be exercised as provided above or as all persons among themselves determine, but in no event shall more than one (1) vote be cast with respect to any Lot not owned by the Developer.

## ARTICLE VII

The Master Association shall have perpetual existence.

## ARTICLE VIII

The principal office of the Master Association shall be located at 1100 NASA Rd.1, Suite 501, Houston, Texas 77058, but the Master Association may maintain offices and transact business in such other places within or without the County of Harris as may from time to time be designated by the Board of Directors. Furthermore, the Board of Directors may from time to time relocate the aforesaid principal office.

## ARTICLE IX

1. The affairs of the Master Association shall be managed by a Board of Directors. The Board of Directors shall consist of not less than three (3) nor more than seven (7) individuals, the precise number to be fixed by the Members in the manner provided in the By-Laws of the Master Association. The term of office for all directors shall be as set forth in the By-Laws. Directors may serve a maximum of two (2) consecutive terms.
2. All directors shall be elected by secret written ballot at the annual meeting of the Members. The person receiving the largest number of votes cast by all members for each director's position shall be elected. Cumulative voting shall not be permitted.
3. The names and addresses of the directors of the first Board of Directors of the Master Association who shall hold office until their successors have been duly elected and qualified at the first annual meeting held after the filing hereof are as follows:

Jack R. Beard	1100 NASA Rd.1, Suite 501 Houston, Texas 77058
C. Travis Traylor, Jr.	3355 W. Alabama, Suite 1170 Houston, Texas 77098
John N. Taylor	1100 NASA Rd.1, Suite 501 Houston, Texas 77058

## ARTICLE X

The Master Association shall indemnify and advance reasonable expenses to directors or officers or former directors and officers of the Master Association to the fullest extent, required and permitted by Articles 2.22A of the Texas Nonprofit Corporation Act. The Master Association shall have the power to purchase and maintain, at its cost and expense, insurance on behalf of such persons to the fullest extent permitted by Article 2.22A of the Texas Nonprofit Corporation Act.

## ARTICLE XI

An amendment or amendments to these Articles of Incorporation may be proposed by the adoption by the Board of Directors, acting upon a vote of the majority of the directors, of a resolution setting forth the proposed amendment. The Members, shall not amend these Articles without such a resolution by the Board of Directors. written notice setting forth the proposed amendment or amendments shall be given to each Member within the time and in the manner required in the By-Laws for the giving of notice of meetings of the Members. If the meeting is an annual Meeting the proposed amendment or amendments may be included in the notice of such annual meeting. Each amendment must be approved by a two-thirds (2/3) majority vote of

the Members present or represented by proxy at a duly noticed and convened annual or special Meeting of the Members. Thereupon, each such approved amendment shall be transcribed and executed in such form as may be necessary to register the same in the Office of the Secretary of State of the State of Texas.

#### ARTICLE XII

The name and address of the incorporator of the Master Association is as follows:

NAME

ADDRESS

John N. Taylor

1100 NASA Rd.1, Suite 501  
Houston, Texas 77058

#### ARTICLE XIII

The street address of the Master Association's initial registered office is; 1100 NASA Rd.1, Suite 501, Houston, Texas 77058. The name of its initial registered agent at such address is; John N. Taylor. The corporation shall have the right to change such registered agent and office from time to time, as provided by law.

IN WITNESS WHEREOF, the undersigned have executed these Articles this 14<sup>th</sup> day of June, 1990.

Signed John N. Taylor

STATE OF TEXAS

COUNTY OF HARRIS

The foregoing instrument was acknowledged before me this 14<sup>th</sup> day of June, 1990 by John N. Taylor.  
(Notarial Seal)

\_\_\_\_\_  
Notary Public  
State of Texas

My Commission Expires:  
\_\_\_\_\_

KIRBYWOODS PROPERTY OWNERS OF TAYLOR LAKE VILLAGE, INC.  
ACCEPTANCE OF SERVICE AS REGISTERED AGENT

I, John N. Taylor, having been named as registered agent to accept service of process for the above-named corporation, at the registered office designated in the Articles of Incorporation, hereby agrees and consents to act in that capacity.

DATE: June 14, 1990

\_\_\_\_\_  
John N. Taylor



## BYLAWS

OF

KIRBYWOODS PROPERTY OWNERS ASSOCIATION

OF

TAYLOR LAKE VILLAGE, INC.

(A Nonprofit Corporation Under the Laws of the State of Texas)

### ARTICLE I

#### Introduction

Section 1. Name. The name of the corporation is KirbyWoods Property Owners Association of Taylor Lake Village, Inc. ( the "Master Association"). The principal office of the Master Association shall be located at 1100 NASA Rd. 1, Suite 501, Houston, Texas 77058, or such other place as the Board of Directors may determine from time to time. The Master Association shall have and continuously maintain in the State of Texas a registered office, and a registered agent whose office is identical with such registered office, as required by the Texas Nonprofit Corporation Act. The registered office may be, but need not be, identical with the principal office of the Master Association in the State of Texas, and the address of the registered office may be changed from time to time by the Board of Directors.

Section 2. Applicability. The provisions of these Bylaws are applicable to the development known as KirbyWoods Subdivision located in the City of Taylor Lake Village, Harris County, Texas according to the map or plat thereof recorded in Volume 345 , page 84, of the Map Records of Harris County, Texas.

Section 3. Effect All present and future Members, residents of KirbyWoods Subdivision and all other persons entitled to use any of the Common Areas of KirbyWoods Subdivision in any manner are subject to the regulations set forth in these Bylaws and in the Declaration of Covenants, Conditions and Restrictions for KirbyWoods Subdivision ( the "Declaration") recorded under Clerk's File No. M549898 in the Official Public Records of Harris County, Texas as subsequently amended or supplemented.

The acquisition of membership in the Master Association, the acquisition or rental of any Unit or Lot or the occupancy of any such Unit or Lot shall mean that the provisions of these Bylaws and the Declaration are accepted, ratified and will be observed to the extent applicable.

Section 4. Terms. All of the terms utilized herein shall have the meanings ascribed to them in the Declaration.

ARTICLE II  
Membership, Voting Rights, Quorum & Proxies

Section 1. Membership. Membership and voting rights in the Master Association are set forth in Articles V and VI of the Articles of Incorporation and in Article VII of the Declaration. The rights of membership are subject to the payment of annual and special assessments and charges levied by the Master Association and such membership rights of any Member whose Lot or Unit is subject to such assessments may be suspended by action of the Board of Directors during the period when such assessments remain unpaid in excess of thirty (30) days. Such suspension shall include and extend to the rights of every tenant of such Member, each individual residing with such Member or tenant on such Member's Lot; however, upon payment of such assessments, such rights and privileges shall be automatically restored. If at any time, the Board of Directors shall have adopted and published rules and regulations governing the use of the Common Areas and the personal conduct of Members and every tenant of every Member, and each individual who resides with either of them or who is a guest of either of them, respectively, may, in their discretion, for such violation of such rules and regulations, suspend such rights, such suspension to continue for a period not to exceed sixty (60) days.

Section 2. Majority of Quorum. Unless a higher percentage is expressly required in these Bylaws, or in the Articles of Incorporation or the Declaration, or any amendment or supplement thereto, any action that is required to be taken by the Members of the Master Association may be so taken by a majority vote of a quorum of the Members of the Master Association.

Section 3. Quorum. Except as otherwise provided in these Bylaws, the Articles of Incorporation or the Declaration, the presence in person or by proxy of at least fifty percent (50%) of the Members of the Master Association who are Members in good standing shall constitute a quorum of the Members. Such Members present at a duly called or held meeting at which a quorum thereof is present may continue to accomplish the business of the meeting until adjournment, notwithstanding the withdrawal during the meeting of enough Members to leave less than such quorum. In the event, however, the required quorum is never present, the meeting may be rescheduled subject to the notice requirements set forth herein.

Section 4. Proxies. Votes of Members may be cast in person or by proxy. Proxies may be in writing and shall be filed with the Secretary of the Master Association before the appointed time of each meeting. Every proxy shall be revocable, but shall continue as valid until so revoked or until it terminates. No proxy shall be valid after eleven (11) months from the date of its execution.

### ARTICLE III

#### Administration

Section 1. Master Association Responsibilities. The Master Association shall have the responsibility for administering the Common Areas; approving the annual budgets; establishing and collecting all maintenance charges, special maintenance charges and specific maintenance charges; enforcing applicable rules and regulations; and performing all other obligations of the Master Association hereunder or under the Declaration, including, but not limited to, arranging for the management of the Common Areas pursuant to an agreement containing provisions relating to the duties, obligations, removal and compensation of a manager thereof.

Section 2. Place of Meeting of Members. Meetings of the Members shall be held within the KirbyWoods Subdivision community or such other suitable place as close thereto as practicable in Harris County, Texas, as may be designated by the Board of Directors.

Section 3. Annual Meeting of Members. The annual meetings of the Members shall be held on the third Wednesday of February each year or on such other date in February of each year as determined by the Board of Directors. The Members may transact such business of the Master Association as may properly come before the meeting.

Section 4. Special Meeting of Members. Special meetings of the Members may be called at any time by a majority of a quorum of the Board of Directors or upon written request signed by Ten (10) Members in good standing. The notice of any special meeting shall state the time and place of such meeting and the purpose thereof. No business shall be transacted at a special meeting except as stated in the notice.

Section 5. Notice of Meetings of Members. It shall be the duty of the Secretary of the Master Association to mail a notice of each annual and special meeting of Members, stating the purpose thereof as well as the day, hour and place where it is to be held, to each Member at least four (4) but not more than eight (8) weeks prior to such annual meeting, and at least fourteen (14) days prior to special meetings. The notice may set forth time limits for speakers and nominating procedures for the meeting. The mailing of a notice, postage prepaid, in the manner provided in this Section, shall be considered notice served. If no address has been furnished the Secretary, notice shall be deemed to have been given to a Member other than Developer if posted in a conspicuous place within the Common Areas.

Section 6. Adjourned Meetings. If any meeting of the Membership cannot be organized because a quorum has not attended, the Members who are present, either in person or by proxy, may adjourn the meeting to a time not less than five (5) days, nor more than Thirty (30) days, from the time the original meeting was called. Such adjourned meetings may be held only upon a new notice thereof as provided in this

Article, except that notice shall be given by announcement at the meeting at which such adjournment is taken. If a meeting is adjourned for more than thirty (30) days, notice of the adjourned meeting shall be given as in case of an original meeting.

Section 7. Order of Business. The order of business at all meetings of the Membership shall, unless waived, be as follows: (a) a roll call to determine the Members in good standing present at the meeting; (b) proof of waiver of notice; (c) reading of minutes of preceding meeting; (d) reports of officers; (e) reports of committees; (f) unfinished business; and (g) new business. Meetings of Members shall be conducted by the officers of the Master Association, in order of their priority.

Section 8. Action Without Meeting. Any action which under the provisions of Texas law may be taken at a meeting of the Members may be taken without a meeting if authorized in writing by the Members entitled to cast the requisite number of votes that would be required to approve the action and if thereafter filed with the Secretary of the Master Association.

Section 9. Minutes, Presumption of Notice. Minutes or a similar record of the proceedings of meetings of Members, when signed by the President or Secretary, shall be presumed truthfully to evidence the matters set forth therein. A recitation in the minutes of any such meeting that notice of the meeting was properly given shall be prima facie evidence that such notice was given. Whenever any notice is required to be given under the provisions of the statutes or of the articles of incorporation or of these bylaws, a waiver thereof in writing, signed by the person or persons entitled to said notice, whether before or after the time stated therein, shall be deemed equivalent thereto. Attendance of any Member at a meeting shall constitute a waiver of notice of such meeting, except where a Member attends a meeting for the express purpose of objecting to the transaction of any business on the grounds that the meeting is not lawfully called or convened.

## ARTICLE IV

### Board of Directors

Section 1. Number and Qualification. The property, business and affairs of the Master Association shall be governed and managed by a Board of Directors of not less than three (3) nor more than seven (7) individuals, each of whom shall be at least eighteen (18) years of age. The number of directors shall be determined by resolution at the annual meeting of the Members. All directors shall be members in good standing. Directors shall not receive any stated salary for their services as directors; provided, however, (a) nothing herein contained shall be construed to preclude any director from serving the Master Association in some capacity and receiving compensation therefor, and (b) any director may be reimbursed for his actual expenses incurred in performance of his duties..

Section 2. Powers and Duties. The Board of Directors has the powers and duties necessary for the administration of the affairs, activities and properties of the Master Association and may take all such acts and do such things which are not required to be exercised and done exclusively by the Members pursuant to law, the Declaration, the Articles of Incorporation or by these Bylaws.

Section 3. Special Powers and Duties. Without prejudice to the foregoing general powers and duties and such powers and duties as set forth in the Articles of Incorporation and the Declaration, the Board of Directors is vested with and responsible for the following powers and duties:

(a) To select, appoint and remove all officers, agents and employees of the Master Association; to prescribe such powers and duties for them as may be consistent with law, the Declaration, the Articles of Incorporation, and these Bylaws; to fix their compensation, if any; and to require from them security for faithful service when deemed advisable by the Board.

(b) To conduct, manage and control the affairs and business of the Master Association, and to make and enforce such rules and regulations therefor consistent with law, with the Declaration, the Articles of Incorporation and these Bylaws as the Board may deem necessary or advisable.

(c) To change the principal office for the transaction of the business of the Master Association; to designate the place for the holding of any annual or special meeting of Members consistent with the provisions hereof; and to adopt and use a corporate seal and to alter the form of such seal from time to time, as the Board, in its sole judgment, may deem best, provided that such seal shall at all times comply with the provisions of law.

(d) Subject to the terms and conditions set forth in the Declaration, to borrow money and to incur indebtedness for the purposes of the Master Association and to cause to be executed and delivered therefor, in the Master Association's name, promissory notes, bonds, debentures, deeds of trust, mortgages, pledges, hypothecations or other evidences of debt and security therefor.

(e) To fix, levy and collect from time to time the maintenance charges, special maintenance charges and capital improvement maintenance charges set forth in the Declaration and to determine and fix the due date for the payment of such maintenance charges, special maintenance charges and capital improvement maintenance charges and the date upon which the same shall become delinquent. Should any Member fail to pay such maintenance charges, special maintenance charges or capital improvement maintenance charges before delinquency, the Board of Directors in its sole discretion is authorized to enforce the payment of such delinquent charges as hereinafter provided and as provided in the Articles of Incorporation and the Declaration.

(f) To enforce the provisions of the Articles of Incorporation, the Declaration, these Bylaws, applicable rules and regulations and other agreements of the Master Association.

(g) To contract and pay for fire, casualty, flood, errors and omissions, blanket liability, malicious mischief, vandalism and other insurance, insuring the Members, the Master Association, the Board of Directors and other interested parties, covering and protecting against such damages or injuries as the Board deems advisable, which may include, without limitation, medical expenses of persons injured on the Common Areas and to bond the agents and employees of any management body, if deemed advisable by the Board. The Board shall review, not less frequently than annually, all insurance policies and bonds obtained by the Board on behalf of the Master Association.

(h) To contract and pay for maintenance, repairs, gardening, utilities, materials, supplies and services relating to the Common Areas and the Master Association, including, without limitation, all legal and accounting services, and to contract for and pay for improvements to the Common Areas. In case of damage by fire or other casualty to the Common Areas, if insurance proceeds exceed Twenty Thousand Dollars (\$20,000.00) or the cost of repairing or rebuilding exceeds available insurance proceeds by more than Twenty Thousand Dollars (\$20,000.00), then, the Board of Directors shall obtain firm bids from two (2) or more responsible contractors to rebuild any portion of the Common Areas in accordance with the original plans and specifications with respect thereto or in accordance with new plans and specifications duly approved.

(i) To delegate its powers according to law.

(j) To grant easements where necessary for utilities, drainage, sewer facilities, cable television and other services over the Common Areas.

(k) To adopt such reasonable rules and regulations as the Board may deem necessary for the management of the Common Areas, which rules and regulations shall become effective and binding after (1) they are adopted by a majority of the Board at a meeting called for that purpose, or by the written consent of a majority of the directors attached to a copy of the rules and regulations of the Master Association and (2) they are posted in a conspicuous location on the Common Areas. Such rules and regulations may concern, without limitation, use of the Common Areas, including the swimming pool; tennis courts; clubhouse; signs and parking restrictions relating to the Common Areas; and any other matters within the jurisdiction of the Master Association as provided in the Declaration; provided, however, that such rules and regulations shall be enforceable only to the extent that they are consistent with the Declaration, Articles of Incorporation and these Bylaws.

(l) To sue and be sued and appear and defend in all actions and proceedings, whether judicial, administrative or otherwise, in its corporate name, and to institute actions and proceedings on behalf of the Members of the Master Association.

(m) To suspend the voting rights and right to use of the Common Areas of a Member (including those of a tenant of such Member, any persons residing with such Member as tenant and any guest of such Member or tenant) during any period in which such Member shall be in default in excess of thirty (30) days in the payment of any assessment levied by the Master Association. Such rights may also be suspended after notice and hearing, for a period not to exceed sixty (60) days for infraction of published rules and regulations.

Section 4. Manager. At its discretion, the Board of Directors is authorized to contract with a manager or management company to manage the Common Areas and the affairs of the Master Association and to perform such duties and services as the Board shall determine. The manager may be a Member of the Master Association.

Section 5. Election and Term of Office. Each director shall serve a term of two (2) years, except that a majority less one of the directors elected at the 1991 annual meeting shall be elected to one (1) year term with their successors to be elected to a two (2) year term at the next annual meeting. Directors may serve a maximum of two (2) consecutive terms. Directors shall be elected annually at the annual meeting of the Membership. Election to the Board of Directors shall be by secret written ballot. Each Member in good standing shall be entitled to cast votes for the election of directors in accordance with the voting rights set forth in the Declaration. The person receiving the largest number of votes for each director's position shall be elected. Cumulative voting is not permitted.

Section 6. Books; Summary. The Board of Directors shall cause to be maintained a full set of books and records showing the financial condition of the Master Association in a manner consistent with generally accepted accounting principles of and at no greater than annual intervals shall obtain an audit (which need not be certified) made available to members within ninety (90) days after the completion of such audit.

Section 7. Vacancies. If the office of any director becomes vacant by reason of death, resignation, retirement, disqualification, removal from office or otherwise, his successor shall be elected by a majority of the remaining directors, even if less than a quorum. Any such director shall serve only the unexpired term of his predecessor, unless such appointee sooner dies, resigns, is removed or is incapacitated or otherwise unable to serve.

Section 8. Removal. Any director, or the entire Board of Directors, may be removed with cause at any meeting called expressly for such purpose by a majority vote of the votes entitled to be cast by a quorum of the Members who are Members in good standing of the Master Association.

Section 9. Regular Meetings. Regular meetings of the Board of Directors shall be open to the Members (who shall be recognized or entitled to participate at the discretion of the Board) and may be held at such time and place as shall be determined, from time to time, by a resolution adopted by a majority of a quorum of the directors; provided, however, that such meeting shall be held no less frequently than quarterly. A

director shall be deemed present at any meeting for all purposes if a conference telephone or other similar communications device is utilized whereby all persons participating in the meeting can hear one another. Notice of regular meetings of the Board of Directors shall be given by the President or Secretary to each director, personally or by mail, telephone or telegraph at least seventy two (72) hours prior to the date named for such meeting and shall be posted at a prominent place or places within the Common Areas.

Section 10. Special Meetings. Special meetings of the Board of Directors shall be open to the Members ( who shall be recognized or entitled to participate at the discretion of the Board) and may be called by the President (or, if he is absent or refuses to act, by the Vice President) or by any director. At least seventy-two (72) hours notice shall be given by the President or Secretary to each director, personally or by mail, telephone or telegraph, which notice shall state the time, place and the purpose of the meeting, and shall be posted at a prominent place or places on the Common Areas. If served by mail, each such notice shall be sent, postage prepaid, to the address of the director reflected on the records of the Master Association and shall be deemed given, if not actually received earlier, at 5:00 o'clock p.m. on the second day after it is deposited in a regular depository of the United States mail as provided herein. Whenever any director has been absent from any special meeting of the Board, an entry in the minutes to the effect that notice has been duly given shall be conclusive and incontrovertible evidence that due notice of such meeting was given to such director as required by law and as provided herein.

Section 11. Waiver of Notice. Before or at any meeting of the Board of Directors, any director may, in writing, waive notice of such meeting and such waiver shall be deemed equivalent to the giving of such notice. Attendance by a director at any meeting of the Board shall be a waiver of notice to him of the time and place thereof. If all directors are present at any meeting of the Board, no notice shall be required and any business may be transacted at such meeting. The transactions, whenever held, shall be as valid as though at a meeting duly held after regular call and notice, if a quorum be present and, if, either before or after the meeting, each of the directors not present signed such written waiver of notice, a consent to holding such meeting or an approval of the minutes thereof. All such waivers, consents and approvals shall be filed with the records of the Master Association or made a part of the minutes of the meeting.

Section 12. Quorum and Adjournment. Except as otherwise expressly provided herein, at all meetings of the Board of Directors, a majority of the directors shall constitute a quorum for the transaction of business and the acts of the majority of the directors present at a meeting at which a quorum is present shall be the acts of the Board of Directors. If at any meeting of the Board of Directors, there is less than a quorum present, the majority of those present may adjourn the meeting from time to time. At any such adjourned meeting, any business which might have been transacted at the meeting as originally called may be transacted without further notice. A director unable to attend a duly called meeting may give his proxy on known agenda items to a director who will be in attendance.



Section 13. Action Without Meeting. The directors shall have the right to take any action in the absence of a meeting which they could take at a meeting by obtaining the vote or written consent of all the directors. Any action so approved shall have the same effect as though taken at a duly constituted meeting of the directors.

Section 14. Fidelity Bonds. The Board of Directors may require that all officers and employees of the Master Association handling or responsible for Master Association funds, furnish adequate fidelity bonds. The premiums on such bonds shall be paid by the Master Association.

Section 15. Committees. The Board of Directors by resolution shall designate the following committee and establish the purposes and powers of such committee within forty-five (45) days after each annual meeting of the Members: Architectural Control Committee. The resolution shall provide for the appointment of the committee members, as well as a chairman, and shall state the purposes of the committee and shall provide for reports, termination and other administrative matters as deemed appropriate by the Board. In its discretion, the Board may, from time to time, likewise designate such other committees as it deems appropriate. Members of all committees must be Members in good standing at all times as determined by the Board.

## ARTICLE V

### Officers

Section 1. Designation. The principal officers of the Master Association shall be a President, Vice President, Secretary and Treasurer, all of whom shall be elected by the Board of Directors. The Board of Directors may appoint an Assistant Treasurer and an Assistant Secretary and such other officers as in their judgment may be necessary. The President and Vice President shall be elected from the membership of the Board of Directors. No two offices may be held by the same person except those of Secretary and Treasurer.

Section 2. Election of Officers. The officers of the Master Association shall be elected annually by the Board of Directors and each officer shall hold his office at the direction of the Board of Directors until he shall resign or be removed or otherwise disqualified to serve or his successor shall be elected and qualified to serve.

Section 3. Removal of Officers. Upon an affirmative vote of a majority of the entire Board of Directors, any officer may be removed, with cause, and his successor elected at any regular meeting of the Board of Directors or at any special meeting of the Board of Directors called for such purpose. Any officer may resign at any time by giving written notice to the Board of Directors or to the President or Secretary of the Master Association. Any such resignation shall take effect upon the date of receipt of such

notice or at any later time specified herein, and unless otherwise specified in said notice, acceptance of such resignation by the Board shall not be necessary to make it effective.

Section 4. Compensation. Officers, agents and employees shall receive such reasonable compensation for their services as may be authorized or ratified by the Board of Directors. Appointment of any such officer, agent or employee shall not of itself create contractual rights of compensation for services performed by such officer, agent or employee.

Section 5. President. The President shall be the chief executive officer of the Master Association. He shall preside at all meetings of the Members of the Master Association and of the Board of Directors. He shall have all of the general powers and duties which are usually vested in the office of the President of a corporation. The President shall, subject to the control of the Board of Directors, have general supervision, direction and control of the business of the Master Association. The President shall be *ex officio* a member of all standing committees and he shall have such other powers and duties as may be prescribed by the Board of Directors or these Bylaws.

Section 6. Vice President. The Vice President shall take the place of the President and perform his duties whenever the President shall be absent, disabled or refuses or is unable to act. If neither the President nor the Vice President is able to act, the Board of Directors shall appoint some other member of the Board to do so on an interim basis. The Vice President shall also perform such other duties as shall from time to time be imposed upon him by the Board of Directors or Bylaws.

Section 7. Secretary. The Secretary shall keep or cause to be kept the minutes of all meetings of the Board of Directors and the minutes of all meetings of the Members of the Master Association at the principal office of the Master Association or such other place as the Board of Directors may order. The Secretary shall keep the seal of the Master Association in safe custody and shall have charge of such books and papers as the Board of Directors may direct; and the Secretary shall, in general, perform all of the duties incident to the office of Secretary. The Secretary shall give, or cause to be given, notices of meetings of the Members of the Master Association and of the Board of Directors required by these Bylaws or by law to be given. The Secretary shall maintain a list of the Members of the Master Association, listing the names and addresses as furnished to the Master Association and such list shall be changed only at such time as satisfactory evidence of a change in membership is presented to the Secretary. The Secretary shall perform all such other duties as may be prescribed by the Board of Directors.

Section 8. Treasurer. The Treasurer shall have responsibility for Master Association funds and securities and shall be responsible for keeping, or causing to be kept, full and accurate accounts, tax records and other records of business transactions of the Master Association, including accounts of all assets, liabilities, receipts and disbursements in books belonging to the Master Association. The Treasurer shall be responsible for the deposit of all moneys and other valuable effects in the name and to

the credit of the Master Association in such depositories as may from time to time be designated by the Board of Directors. The Treasurer shall sign all checks on behalf of the Master Association. The Treasurer shall disburse the funds of the Master Association as may be ordered by the Board of Directors, shall render to the President and directors, upon request, an account of all of his transactions as Treasurer and of the financial condition of the Master Association and shall have such other powers and perform such other duties as may be prescribed by the Board of Directors or these Bylaws.

Section 9. Other Officers. The Board of Directors may elect such other officers as it may deem desirable such as assistant secretaries and assistant treasurers, who shall hold the office for such period as the board may prescribe. Such officers may perform any of the duties or exercise any of the powers at the request and in the absence or disability of the respective office for which they are an assistant thereof, or as otherwise directed by the board.

Section 10. Offices Held. Any two or more offices may be held by the same person except that the person holding the office of secretary shall not also hold the office of president.

## ARTICLE VI

### Obligations of Members

#### Section 1. Maintenance Charges.

(a) All Members are obligated to pay, in accordance with the provisions of the Master Association, all maintenance charges, special maintenance charges and capital improvement maintenance charges imposed by the Master Association to meet all expenses of the Master Association as more fully provided in these Bylaws and the Declaration. All such maintenance charges shall be allocated among the Members in the manner set forth in the Declaration.

(b) Annual maintenance charges are billed and payable quarterly and due on April 1, July 1, October 1 and January 1. Such billings shall become delinquent on May 1, August 1, November 1 and February 1, respectively.

(c) All delinquent maintenance charges shall be enforced and collected as follows:

In the event that maintenance charges are not paid within eight (8) weeks of the due date, the Master Association has the right to and may record a lien against the affected lot. Foreclosure proceedings in accordance with the Declaration may be

initiated if assessments on any lot remain unpaid for two (2) consecutive quarters. Late fees are assessed at the rate of Ten Dollars (\$10.00) per month per lot. Interest on unpaid maintenance charges shall accrue at the highest legal rate in the State of Texas.

Section 2. Special Maintenance Charges. Each Member shall reimburse the Master Association for any expenditure incurred in repairing or replacing any portion of the Common Areas owned by the Master Association that is damaged through the fault of such Member or his tenants, family, guests or agents. Such expenditures shall include all court costs and reasonable attorney's fees incurred in enforcing any provision of these Bylaws. All delinquent special maintenance charges for such expenditures shall be enforced, collected or foreclosed in the manner provided in the Declaration.

## ARTICLE VII

### Amendments to Bylaws

These Bylaws may be amended by the Board of Directors at a duly constituted meeting of the Board for such purpose. Amendments to these Bylaws shall be approved by a majority of the directors at a duly constituted regular or special meeting of the Board of Directors.

## ARTICLES VIII

### Conflicting Provisions

In case any of these Bylaws conflict with any provisions of laws of the State of Texas, such conflicting Bylaws shall be null and void upon final court determination to such effect, but all other provisions of these Bylaws shall remain in full force and effect. In case of any conflict between the Articles of Incorporation and Bylaws, the Articles of Incorporation shall control. In case of any conflict between the Declaration and these Bylaws, the Declaration shall control.

## ARTICLE IX

### Miscellaneous

Section 1. Execution of Documents. The Board of Directors, except as in these Bylaws otherwise provided, may authorize its President, Vice President or any other officer to enter into any contract or execute any instrument in the name and on behalf of the Master Association.

Section 2. Checks and Drafts. All checks, drafts, or orders for the payment of money, notes or other evidence of indebtedness in the name of the Master Association

shall be signed by such officer or officers, agent or agents of the Master Association and in such manner as shall from time to time be determined by resolution of the Board of Directors. In the absence of such determination by the board, such instrument shall be signed by the treasurer and countersigned by the president or a vice president of the Master Association. All funds of the Master Association shall be deposited from time to time to the credit of the Master Association in such banks, trust companies or other depositories as the Board of Directors may from time to time designate, upon such terms and conditions as shall be fixed by the Board of Directors. The board may from time to time authorize the opening and keeping of general and special bank accounts with any such depository as it may designate, and may make such special rules and regulations with respect thereto as it may deem expedient and consistent with the provisions of these bylaws.

Section 3. Inspection of Bylaws. The Master Association shall keep in its principal office for the transaction of business, the original or a copy of these Bylaws, as amended or otherwise altered to date, certified by the Secretary, which shall be open to inspection by the Members at all reasonable times during office hours.

Section 4. Fiscal Year. The fiscal year of the Master Association shall run from February 1 to January 31, subject to change from time to time as the Board of Directors shall determine.

Section 5. Membership. The Master Association shall keep and maintain at its principal office for the transaction of business a membership book containing the name and address of each Member. Termination or transfer of membership shall be recorded together with the data on which such membership was transferred, in accordance with the provisions hereof.

Section 6. Board of Directors. Unless specific actions are expressly required to be taken by the Members, all such actions may be taken by the Board of Directors through its proper officers with or without a specific authorization.

Section 7. Indemnification. The Master Association shall indemnify and advance reasonable expenses to directors, officers, employees and agents of the Master Association to the fullest extent required and permitted by Article 2.22A of the Texas Nonprofit Corporation Act, subject to the restrictions, if any, contained in the Master Association's articles of incorporation. The Master Association shall have the power to purchase and maintain at its cost and expense insurance on behalf of such persons to the fullest extent permitted by Article 2.22A of the Texas Nonprofit Corporation Act.

WE HEREBY CERTIFY that the foregoing Bylaws of the Master Association were duly adopted by the Board of Directors of the Master Association on the 27<sup>th</sup> day of June, 1990.

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ByLaws of the KirbyWoods Property Owners Association

DECLARATION OF COVENANTS, CONDITIONS AND RESTRICTIONS

FOR

KIRBYWOODS SUBDIVISION

This instrument creates and states in its entirety the Declaration of Covenants, Conditions and Restrictions of KirbyWoods Subdivision by KirbyWoods Development Joint Venture as of the 7th day of March, 1990.

WITNESSETH:

KirbyWoods Development Joint Venture ("Developer") is a Texas joint venture comprised of Belmont Management Corporation, a Florida corporation ("Belmont"), and The Ritson Morris Corporation, a Texas corporation ("Ritson"), and Belmont is the manager of Developer. Developer is the owner of the tracts or parcels of land consisting of approximately 29.77 acres of land situated in Harris County, Texas that are more particularly described in Exhibit "A" attached hereto and incorporated by reference herein (the "Land").

Developer, for the purpose of adopting an overall plan for the orderly development of the Land into a residential subdivision to be known as "KirbyWoods Subdivision", hereby imposes upon the Land the covenants, conditions and restrictions herein set forth (hereinafter such covenants, conditions and restrictions are collectively called the "Declaration") which shall constitute covenants running with the land as to the Land and shall inure to the benefit of, and be binding upon, (i) any purchaser, grantee, owner, mortgagee, lessee or holder of any other interest in and to any tract or parcel of land located within the Land, (ii) any grantee, owner, mortgagee, lessee or holder of any other interest in and to any improvements located on the Land, and (iii) the respective heirs, executors, administrators, devisees, successors and/or assigns of any party described in clauses (i) and (ii).

ARTICLE I - DEFINITIONS

Section 1.01. The following words and terms, when used in this Declaration or any supplemental or amendatory declaration (unless the context shall prohibit or clearly indicate otherwise), shall have the following meanings:

(a) "Articles of Incorporation" shall mean and refer to the articles of incorporation of the Association, as same may be amended from time to time.

(b) "Association" shall mean and refer to KirbyWoods Property Owners Association of Taylor Lake Village, Inc., a Texas nonprofit corporation, together with its successors, legal representatives and assigns.

(c) "Board" or "Board of Directors" shall mean and refer to the Board of Directors of the Association.

(d) "Bylaws" shall mean and refer to the Bylaws of the Association, as same may be amended from time to time.

(e) "Certificate of Incorporation" shall mean and refer to the Certificate of Incorporation of the Association, as same may be amended from time to time.

(f) "Committee" and "Architectural Control Committee" shall mean and refer to the Architectural Control Committee described in Article VI herein.

(g) "Common Areas" shall mean all of that property owned or to be owned by the Association for the common use and enjoyment of members of the Association. The Common Areas to be owned by the Association are designated in detail by Exhibits "A" and "D".

(h) "Covenants" shall mean and refer to the covenants and restrictions, easements, affirmative obligations, charges and liens created and imposed by this Declaration.

(i) "Declaration" shall mean and refer to this Declaration of Covenants, Conditions and Restrictions for KirbyWoods Subdivision, together with any supplements or amendments hereto.

(j) "Developer" shall mean and refer to KirbyWoods Joint Development Venture, a general partnership, together with its successors, legal representatives, grantees and assigns as described in an instrument executed by Developer and duly recorded in the Official Public Records of Real Property of Harris County, Texas. In the event of the foreclosure of any of the liens described in instruments executed by the Developer and granting a lien on all of the Land, or any renewal, extension or modification of any such liens, or in the event of the execution and delivery of a deed in lieu of foreclosure of such liens, the purchaser at the foreclosure sale or the grantee in the deed in lieu of foreclosure shall have the right to designate the person or entity to serve as the "Developer" hereunder, and the person or entity so selected shall be deemed for all purposes hereof to be the successor "Developer" pursuant to this Section 1.01.

(k) "Development" shall mean the KirbyWoods Subdivision located in Harris County, Texas, and on the real property thereto as may hereafter be brought within the jurisdiction of the Association or encumbered by this Declaration.

(l) "Dwelling" shall mean and refer to a single family residence (including a garage) located on a lot.

(m) "Home Builder" shall mean a home building contractor authorized to build a home on a lot.

(n) "Land" shall mean and refer to all of the lands described in Exhibit "A" and any additions or amendments thereto and all improvements located thereon.,

(o) "Lot" shall mean and refer to any area of real property, which is included in Exhibit "A", and is designated as a lot on a recorded plat of the Land or conveyed by the Developer to an Owner, whether or not said lot is improved with a Dwelling. The word "Lot" may, when the context so requires, be used interchangeably herein with the word "Unit".

(p) "Maintenance Charge" shall mean and refer to the maintenance charges described in Article VIII herein.

(q) "Member" shall mean and refer to those Owners entitled to membership as set forth in Article VII.

(r) "Owner" shall mean and refer to the record owner, whether one or more persons or entities, of fee simple title to any Lot or Unit which is a part of the "Land".

(s) "Plat" shall mean and refer to any recorded or unrecorded subdivision map or maps of all or any portion of the Land.

(t) "Regulations" shall mean and refer to any rules or regulations respecting the use of the land that have been adopted by the Association from time to time in accordance with its Articles of Incorporation and Bylaws.

(u) "Resident" shall mean an individual that resides on a Lot or in a Unit.

(v) "Tract" shall have the same meaning as "Land" as defined in paragraph (n) of this section.

(w) "Unit" shall mean and refer to a single family residence living unit being situated upon the land.

## ARTICLE II - RESTRICTIONS

The following restrictions set forth in this Article II shall apply to the Units.

Section 2.01 - Single-Family Residential Purposes. The Lots and Units shall be used for single-family residential purposes only. No structure shall be erected or permitted to remain on any Lot on the Land other than the Unit. No building or other improvement at any time situated on any Lot shall be used for any business, commercial, amusement, hospital, sanitarium, school, clubhouse, religious, charitable, philanthropic or manufacturing purposes, or as a professional office, and no billboards or advertising signs of any kind shall be erected or displayed thereon, except such signs as are permitted elsewhere in these Covenants. No building or other improvements situated on any Lot shall be rented or leased separately from the rental or lease of the entire Lot and no part of any such building shall be used for the purpose of renting



rooms therein or as a boarding house, hotel, motel, tourist or motor court or any other type of transient accommodation.

Section 2.02 - Vehicular Parking and Access. No vehicle shall be parked on any part of the Land, except on paved streets and paved driveways. No vehicles may park on paved streets overnight. No commercial vehicles, except those present on business to serve a Unit may be in the Development. No motorcycles, bicycles or tricycles may be parked in the Development unless parked inside garages and concealed from public view. Motorized recreational vehicles cannot be parked in the Development for more than five (5) consecutive days, unless parked inside garages and concealed from public view. No driveways shall be constructed so as to provide direct vehicular access to Kirby Road or Old Kirby Road.

Section 2.03 - Unit Plates and Mailboxes. A plate supplied by the Developer at the Owners expense showing the number of the residence shall be placed on each house. The Developer will provide centralized mailboxes. No individual mailboxes will be permitted.

Section 2.04 - Signs.

(a) Except as otherwise permitted herein, no signs of any character shall be displayed or placed upon any Lot. The Developer may enter upon any Lot and summarily remove and destroy any such signs.

(b) Nothing contained in these Covenants shall prevent the Developer, or any person designated by the Developer, from erecting or maintaining such commercial and display signs and such temporary dwellings, model homes, and other structures as the Developer may deem advisable for development purposes, including construction of any improvements or structures thereon, provided such are in compliance with the appropriate governmental requirements or regulations applicable thereto.

Section 2.05 - Aerials. No external radio or television mast, tower, pole, wire, aerial, satellite receiving station or dish, antenna, or appurtenances thereto shall be maintained on the exterior of any Dwelling or on any other portion of any Lot. One (1) satellite dish serving the Development's cable television system may be installed if the Developer determines that community cable television service is not available to the Units.

Section 2.06 - Electrical Interferences. No electrical machinery, devices or apparatus of any sort shall be used or maintained in any Unit which causes interference with the normal television or radio reception of any other Units.

Section 2.07 - Animals. All animals permitted by the Section shall be kept on a leash within the Development when not within an enclosed area of a Lot. No horses, mules, donkeys, burros, cattle, sheep, goats, swine, rodents, reptiles, pigeons, pheasants, game birds, game fowl, poultry or guineas or any other animal shall be kept, permitted, raised or maintained on any Lot, except as permitted in the Section.

Domestic breeds of birds, dogs, cats and fish, unless otherwise excluded herein, may be kept on a single Lot for pleasure and use of the occupants, but not for any commercial or breeding use or purpose, except that if any such permitted animals shall, in the sole and exclusive option of the Developer or the Association, become dangerous or an annoyance or nuisance to the Development, neighborhood, other Units or nearby property or destructive to wildlife, they may not thereafter be kept in or on the Lot or Unit.

Section 2.08 - Nuisances. No illegal, noxious or offensive activity shall be permitted or carried on any part of the Land or Development, nor shall anything be permitted or done thereon which is or may become a nuisance or a source of embarrassment, discomfort or annoyance to the neighborhood or Development. No motorcycles, minibikes, all terrain vehicles, motor scooters or similar motorized vehicles may be operated on the streets of the Development except for ingress or egress. No trash, garbage, rubbish, debris, waste material, or other refuse shall be deposited or allowed to accumulate or remain on any part of the Land or Lands contiguous thereto. No fires for the burning of trash, leaves, clippings or other debris or refuse shall be permitted on any part of the Land, except by the Developer. No Owner shall permit any use of his Unit or make any use of the Common Areas that will increase the cost of insurance upon the Land above that required when the Unit is used for the approved purposes, or that will cause any such insurance to be canceled or threatened to be canceled, except with the prior written consent of the Association. No bicycles, cars, trucks, vehicles, tricycles, scooters, wagons, carriages, shopping carts, chairs, benches, tables, toys, or other such items shall be parked or permitted to stand for any period of time on the Common Areas, except in accordance with the Regulations. No radio, stereo, broadcast or loudspeaker units of any kind shall be placed upon or outside, or be directed to the outside of any Building without prior written approval of the Board.

Section 2.09 - Re-subdividing. Neither the Lots nor Land shall be subdivided, replatted or divided without the prior written consent of the Developer.

Section 2.10 - Clothes Drying. The drying of clothes in public view is prohibited. There shall be no permanent clotheslines constructed on any Lot. No portable clotheslines shall be visible from the street or exceed seven (7) feet in height. Such clotheslines shall be stored indoors when not in use. No clothing, bedding, or other similar items shall be hung over or on any windows, doors, walls or fences if same be visible from any street.

Section 2.11 - Fences, Walls and Hedges. There shall be no fences permitted on a Lot within the Development unless they comply with the requirements below and are approved by the Architectural Control Committee. The provisions contained herein apply solely to brick and wooden fences, and under no circumstances shall the Architectural Control Committee allow the installation of chain link fences. Approval of the Architectural Control Committee is not required for any fences or walls constructed by the Developer. No fence, wall, tree, hedge, shrub or structure may be placed, maintained or permitted to remain in such a manner as to obstruct sight lines for vehicular traffic at intersections.

(a) Perimeter. Fences may not be installed around the perimeter of the Lot except as provided in Section 2.11 (b), (c), (d) & (e).

(b) Privacy. Privacy fences of brick or of cedar, cypress or other suitable, durable wood may be erected to a maximum height of six (6) feet and must be approved by the Architectural Control Committee.

(c) Fence Installation. All fences must be installed with the posts on the inside of the Lot (on the same side of the fence as the Dwelling located on such Lot). When landscape buffers are required, they shall be at least one-half (1/2) of the fence height upon planting and be allowed to grow to a maximum of fence height. All fencing and landscaping buffers shall be maintained in a good condition by the Owner. All fences must be of brick or of cedar, cypress or other suitable, durable, wood material.

(d) Locations. No fence may be constructed in the following areas:

(1) Between the street facing the front of the Dwelling ("the Front Street") and a straight line connecting the front living area of the Dwelling to the Side Lot Lines ("the Front Dwelling Line") ; or

(2) Between the street facing the side of the Dwelling ("the Side Street") and a straight line connecting the side of the Dwelling to the Rear Lot Line.

(e) Terms. The terms "Front Dwelling Line", "Side Dwelling Line", "Rear Dwelling Line", "Front Street", "Front Lot Line", "Rear Lot Line", "Side Lot Line" or "Side Street" are used as stated above and as shown on Exhibit "B" attached hereto.

(f) Special Provisions. Notwithstanding anything to the contrary, the Developer and the Association, as successor to the Developer, shall have the right to install and maintain fences and/or walls around the perimeter of the Development on individual Lots, with said fences and/or walls to be maintained by the Association. Section 2.11 does not apply to completely enclosed, screened areas attached to the Dwellings.

(g) Trees. In connection with construction of improvements on any Lots, no trees larger than four (4) inches in diameter may be removed until approved by the Developer, except within the Dwelling or driveway footprint.

Section 2.12 - Lot Maintenance. The Owner of each Lot shall, at his or her own expense, keep such Lot free of tall grass, undergrowth, dead trees, dangerous and/or dead tree limbs, weeds, trash and rubbish, and shall keep such Lot at all times in a neat and attractive condition. No tree, shrub or plant of any kind shall be allowed to encroach upon any sidewalk or other pedestrian way from ground level to a height of seven (7) feet. In the event the Owner fails to comply with the preceding sentence of this Section 2.12, the Association shall have the right, but not the obligation, to cut and remove tall grass, undergrowth and weeds, and to remove rubbish and any unsightly or undesirable things and objects therefrom, and to do any other thing and perform and finish any labor necessary or desirable in its judgment to maintain the property in a neat and attractive

condition, all at the expense of the Owner of such Lot, which expense shall be payable by such Owner to the Association on demand.

Section 2.13 Regulations. Reasonable rules and regulations concerning the appearance and use of the Land may be made and amended from time to time by the Developer or the Association as successor to the Developer in the manner provided by the Articles of Incorporation and Bylaws. Copies of the Regulations and amendments thereto shall be furnished by the Association to all Owners and Residents of the Land upon request.

Section 2.14 Mining. No oil or natural gas drilling, refining, quarrying or mining operations of any kind shall be permitted upon any Lot and no derrick or other structure designed for use in drilling for oil or natural gas shall be erected, maintained or permitted on any Lot; nor shall oil wells, tanks, tunnels, mineral excavation or shafts be permitted on any Lot.

Section 2.15 Casualties. In the event of a Unit or any part thereof is damaged or destroyed by fire, casualty or otherwise, or any improvements upon the Common Areas are damaged or destroyed by fire, casualty or otherwise, the Owner thereof or the Association as the case may be, shall promptly clear all debris resulting therefrom and commence either to rebuild or repair the damaged improvements in accordance with the terms and provisions of the Declaration, or in the case of the Common Areas, to grass over and landscape the Land previously underlying the improvements in a manner consistent with the surrounding area.

Section 2.16 - Reconstruction. Any repair, rebuilding or reconstruction on account of casualty or other damage to any Unit or Common Areas, or any part or parts thereof, shall be substantially in accordance with the plans and specifications for such property and areas as originally constructed or with new plans and specifications approved by the Association. Reconstruction must be completed within six (6) months from the occurrence of the damage.

Section 2.17 - Lighting. All outside lights on Lots in the Development shall be in accordance with an outside lighting plan as established by the Developer. Except as provided by such plan or the express written consent of the Board, there shall be no outside lighting, other than indirect lighting. Lighting for streets in the Development may be provided by the Association or by the City of Taylor Lake Village. In either case a Maintenance Charge may be assessed.

Section 2.18 - Fire District. The Land is located in the Pasadena Volunteer Fire Department, Station No. 6 and a charge is included in the property tax for fire protection.

Section 2.19 - Setback Lines. No structure shall be erected, altered, placed or permitted to remain on any Lot other than one (1) detached, single family dwelling. No structure shall be erected nearer than thirty (30) feet from a Front Lot Line of any Lot. No structure shall be erected nearer than ten (10) feet from a Side Lot Line, except where said Side Lot Line faces a street, in which case, no structure shall be erected

nearer than fifteen (15) feet from a Side Street Lot Line adjoining said Side Street and no garage facing a Side Street shall be erected nearer than thirty-five (35) feet from a Side Street Lot Line adjoining said Side Street. No structure shall be erected nearer than ten (10) feet from a Rear Lot Line, and it may not be located within the rear utility easement on Lots. On Lots backing up to Kirby or Old Kirby Roads, no structure shall be erected closer than twenty-five (25) feet from a Rear Lot Line, unless a variance is granted from the applicable Zoning Ordinance for a Rear Lot Line less than twenty-five (25) feet. A swimming pool may not be located in the front yard of any Lot, nor past the structure on a Side Lot Line adjoining a Side Street. All mechanical equipment, including, but not limited to, water softeners, central air conditioners, pumps or pool heaters shall not be visible from a street. The term "structure" shall have the same meaning given by the City of Taylor Lake Village zoning and building codes in effect as of the date of recording of these restrictions.

**Section 2.20 Dwellings.** No Dwelling shall have a square foot area of less than two thousand five hundred (2500) square feet, exclusive of screened areas, open porches, terraces, patios and garages. The maximum portion of a lot covered by structures placed on lots shall comply with the applicable provisions of the City of Taylor Lake Village zoning and building codes, including the current provisions thereof limiting the building area, exclusive of outdoor swimming pools and outdoor tennis courts, on each lot to twenty-five percent (25%) of the lot area. No Dwelling shall have more than two (2) stories or floors. All Dwellings must have a private garage for at least two (2) but not more than four (4) cars. The garage must conform architecturally with the Dwelling. The minimum roof pitch for the Dwelling or detached garage shall be four (4) feet raise for each twelve (12) feet of width of said roof, when said width is measured from front eave to back eave in a line parallel to the ground. The eaves of all roofs shall overhang the sides of each Dwelling or garage by a minimum of one (1) foot. All roofs shall be covered with shingles having a dimensional appearance (architectural grade). All Dwellings shall have either a wood, brick, stucco or stone face finish. No Dwellings shall have an exposed structural block or imitation brick face. All Dwellings shall be constructed with concrete driveways and grassed front, side and rear lawns. Each Owner of a Lot shall, in connection with the construction of any improvements on said Lot, also construct a concrete sidewalk four (4) feet in width across the entire street frontage of such Lot, and the location, design and finish of such sidewalk shall be in conformity with the other sidewalks in the Development as approved by the Architectural Control Committee. Each Dwelling shall have a shrubbery plan for the front and the sides of the Lot, including the initial size of new trees and shrubs to be planted or placed at the time of construction of such Dwelling as approved by the Architectural Control Committee. All landscaping plans must receive written approval from the Architectural Control Committee. **AMENDMENT.** {The installation of basketball goals, backboards or hoops must receive written approval from the Architectural Control Committee prior to installation and must be in accord with Guidelines established by the Architectural Control Committee and approved by the Board of Directors.} Solar heating or cooling equipment shall not be visible from any street, unless otherwise approved by the Architectural Control Committee.

**Section 2.21 - Maximum Construction Period.** Under no circumstances shall the

construction, reconstruction or modification of any Lot, Dwelling, structure, fence or wall continue or more than one (1) year from the date the work commenced on said construction project. No Dwelling shall be occupied until a Certificate of Occupancy has been issued by the appropriate governmental body issuing such certificate.

Section 2.22 - Use of Accessory Structures. No tent, shack, garage, barn or other out building shall at any time be erected or used, temporarily or permanently, as a residence or for any other residential purpose, nor shall any trailer be parked permanently or temporarily as a residence or for any other purpose on any of the Lots in this subdivision; provided, however, temporary buildings or field construction offices may be used by contractors in connection with construction work if approved by the Developer or Association, and provided further that said temporary buildings or field construction offices shall be promptly removed upon the completion of such construction work and issuance of a Certificate of Occupancy for the Dwelling being constructed.

Section 2.23 - Windows, Doors and Screens. All windows, with the exception of the upper panels of a palladium window, shall be covered on the interior of said Unit by blinds, shades, drapes, or other appropriate window coverings and shall not be covered with sheets, bedspreads, newspaper or foil. All garage doors of Units shall be closed except when opened temporarily for ingress and egress.

Section 2.24 - Window Air Conditioners. No window air conditioners will be installed or permitted.

Section 2.25 - Ancillary Equipment. All oil tanks, bottle tanks, soft water tanks, pumps, condensers, wood piles or other ancillary equipment shall be suitable screened so as to not be visible from the street or adjacent or nearby lots.

Section 2.26 - Utility Installations. All service lateral utility installations shall be installed underground.

Section 2.27 - Swimming Pools. Subject to the further limitations in Section 2.19 herein, swimming pools shall not be located closer than ten (10 ) feet from any lot line, must be situated entirely within the rear yard area of such Lot unless a different location is authorized in writing by the Architectural Control Committee, must comply with all requirements imposed by law and must not encroach on any utility or other easement. The walls, cap and deck of any pool shall not exceed more than one (1) foot above the surface grade of the Lot.

Section 2.28 - Sprinkler Systems. All Lots must have 100% underground sprinkler coverage in the front and side areas of the Lot and must be maintained in operable condition.

Section 2.29 - Amendments and Modifications by Developer. Notwithstanding any provisions of the Declaration to the contrary, Developer, its successors and designated assigns, reserves the right and authority for a period of five (5) years from the date of recording the original Declaration to amend, modify or grant exceptions or

variances from any of the Restrictions set forth in this Article II without notice to or approval by other Lot Owners or the Development or Association.

Section 2.30 - Refuse Collection. All trash containers, trash, garbage or other refuse shall be maintained in a location not visible from the street(s), and shall not be placed for pickup until the morning of pickup and any and all containers for such trash, garbage or refuse shall be returned the evening of pickup to their normal location.

Section 2.31 - Ordinances. Every Owner, their licensees, guests, invitees and tenants shall at all times abide by all county, city or other governmental ordinances, including, but not limited to, zoning ordinances, flood control ordinances, subdivision ordinances, ordinances with regard to pets and leashes, parking ordinances and ordinances regarding conduct.

Section 2.32 - Pumping and Irrigation. The Owners of any Lot which includes or is adjacent to a pond, bay head or other body of water shall not draw down said body of water by pumping or draining therefrom. At no time shall the drilling, usage or operation of any water wells be permitted on any Lot. Sprinkling apparatus or irrigation systems, excluding wells, may be installed in any easement so designated in Exhibit "A".

Section 2.33 - Drainage. All Lots are burdened with reciprocal, mutual easements for drainage of surface waters, including those set forth on the Development Plat, and no owner may excavate, fill or otherwise alter such Owner's Lot in any manner that alters the drainage patterns established as part of the Development. Without limitation, no Owner shall cause or permit the obstruction, alteration or modification of the original drainage pattern of any Lot as established as part of the Development, including any alteration or modification to drainage swales, curbs, gutters, culverts, trenches, devices or facilities that have been constructed or installed on any Lot for storm drainage purposes, whether through the erection of fences, planting of trees or shrubs, landscaping, laying of sod, removal of soil, placing of fill, alteration of surface elevation, regarding of surfaces, filling of culverts, channeling, placing holes or ditches, or any other act. Drainage plans for each Lot must be approved by the Architectural Control Committee prior to the commencement of home construction.

Section 2.34 - Lot Alterations. No Owner shall cause or permit any earth or other material to be excavated or removed from any Lot for sale or for other commercial purposes, and no change in the elevation of the surface of any Lot shall be permitted without the prior written approval of the Architectural Control Committee.

Section 2.35 - Proviso. Provided, however, that until the Developer and Home Builders have completed all of the contemplated improvements in the Development and closed the sales of all of the Lots, neither the Owners nor the Association nor the use of the Land shall interfere with the completion of the contemplated improvements and the sale of the Lots. The Developer may make such use of the unsold Lots and Common Areas without charge as may facilitate such completion and sale, including, but not limited to, maintenance of a sales office, including the showing of the Land and the display of signs.

### ARTICLE III - UTILITIES AND EASEMENTS

Section 3.01 - Easements. Perpetual easements, (herein called "Easements") for the installation or maintenance of utilities including storm sewer, sanitary sewer, gas, electricity, water, telephone, cable television and other utilities (herein generally referred to as "Utilities") and drainage areas are hereby reserved to the Developer, the City of Taylor Lake Village, The Clear Lake City Water Authority, the Harris County Flood Control District and Harris County in and to all utility easements and drainage easement areas (herein called "Easement Areas") shown on the Plat, which easements shall include, without limitation, the right of reasonable access over Lots to and from the Easement Areas; and the Developer, the City of Taylor Lake Village, the Clear Lake City Water Authority, the Harris County Flood Control District and Harris County shall each have the right to convey such Easements on an exclusive or non-exclusive basis to any person, corporation or governmental entity (herein called "Utility Providers") who shall furnish utilities or services to the Development. Neither the Easement rights reserved pursuant to this paragraph or as shown on the Plat, however, shall impose any obligation on the Developer to maintain such Easement Areas or to install or maintain the utilities or any Retention or Detention Areas (herein defined), nor any pipes, lines, culverts, channels or other facilities or improvements that may be located on, in or under such Easements, or which may be served by them within Easement Areas. No structure, soil, irrigation system, planting or other material shall be placed or permitted to remain which may damage or interfere with access to, or the installation and maintenance of any utilities or drainage facilities within the Easement Areas or which may change the direction of flow or obstruct or retard the flow of water through drainage channels in any Easement Area, or which may reduce the size of any ponds, lakes or other water retention areas (herein referred to as "Retention or Detention Areas") which are or may be shown on the Plat or are on or in the Development or which may be constructed in such Easement Areas.

Section 3.02 - Landscaping and Signage. The Developer reserves to itself and the Association an easement over, along, across and under the property described in Exhibit "C" for and as areas for Common Area landscaping, signs, walls, fences and including the right of installation and maintenance and the right of reasonable access over Lots. Neither the easement rights reserved pursuant to this paragraph, nor as shown on the Plat, however, shall impose any obligation on the Developer to maintain such Easement Areas or to install or maintain any landscape area, signs, walls, fences or other facilities or improvements that may be located on, in or under such Easements, or which may be served by them within the Easement Areas. No structure, including, but not limited to, fences, walls, soil, irrigation systems, plantings or other material shall be placed or permitted to remain which may damage or interfere with access to such Easements or facilities therein.

Section 3.03 - Maintenance of Easements. The Owners of the Lot or Lots subject to the privileges, rights and Easements referred to in this Article III shall acquire no right, title or interest in or to any poles, wires, cables, signs, plantings, shrubs, improvements, conduits, pipes, mains, valves, lines or other equipment or facilities



placed on, in, over or under the property which is subject to said privileges, rights and Easements. Easement Areas of each Lot, whether as reserved hereunder or as shown on the Plat, or as may have been installed by the Developer, and all facilities and improvements in such Easement Areas shall be maintained continuously by the Owner of the Lot, for those improvements which the utility provider is responsible and those areas maintained by the Association. With regard to specific Easements for drainage as shown on the Plat, the Developer shall have the right, but without obligation imposed thereby, to alter or maintain drainage facilities in such Easement area, including slope control areas.

#### ARTICLE IV - PROPERTY RIGHTS

Section 4.01 - Owner's Easements of Enjoyment. Every Owner of any part of the Land shall have a right and easement of enjoyment in and to the Common Areas which shall be appurtenant to and shall pass with the title to every Lot, subject to the rights of the Developer reserved herein and subject to the following provisions:

(a) The right of the Association to levy annual and special Maintenance Charges and to charge reasonable admission and other fees for the use of any recreational facility, if any, situated upon the Common Areas.

(b) The right of the Association to suspend the voting rights and right to use the recreational facilities by a Member for any period during which any Maintenance Charge against his Lot or Unit remains unpaid, and for a period not to exceed sixty (60) days for any infraction of its published rules and regulations. Notwithstanding any contained herein to the contrary, Maintenance Charges shall continue during any suspension period.

(c) The right of the Association to dedicate or transfer all or any part of the Common Areas to any public authority, agency 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 which is signed by two-thirds (2/3) of the Members agreeing to such dedication or transfer has been recorded.

(d) The right of the Association, in accordance with its Articles of Incorporation and its Bylaws, to borrow money for the purposes of improving or increasing the Common Areas and, in aid thereof, with the assent of two-thirds (2/3) of the Members, to mortgage said Common Areas. Said mortgage shall be subordinate to the Member's rights as provided hereinafter. In the event of a default upon such mortgage, the lender's rights hereunder shall be limited to a right, after taking possession of such area, to charge admission and other fees as a condition to continued enjoyment by the Members and, if necessary, to open the enjoyment of such area to a wider public until the mortgage debt is satisfied, whereupon the possession of such area shall be returned to the Association and all rights of the Members hereunder shall be fully restored; provided that under no circumstances shall the rights of the Members of ingress, egress or parking be affected.

(e) The right of the Association to take such steps as are reasonably necessary to protect the Common Areas against an attempted foreclosure.

Section 4.02 - Delegation of Use. Any Member may delegate his right of enjoyment to the Common Areas and facilities to the members of his family, to his guests and to his tenants, subject to such rules and regulations as the Board of Directors may from time to time adopt; provided, however, that there shall be no abrogation of the duty of any Member to pay assessments as provided in Article VIII.

#### ARTICLE V - RECREATIONAL AREA AND FACILITIES

Section 5.01 - Development. The Development shall contain a recreational area and recreational facilities and shall be improved in general accordance with Exhibit "D" attached. Exact location and dimension of the recreational facility to be constructed may vary from that depicted in Exhibit "D" and is subject to as-built conditions. For purposes of this paragraph, "as-built conditions" means the final form and location of the improvements at the time of their completion as necessitated by environmental and economic conditions and the location of nearby improvements.

#### ARTICLE VI - ARCHITECTURAL CONTROL

Section 6.01 - Architectural Control Committee. The Board shall appoint as a standing committee an Architectural Control Committee, which shall be composed of three (3) or more persons appointed, in writing, by the Board, or, in the Board's discretion, the Board may constitute itself the Architectural Control Committee by failing to appoint in writing the members of the committee. Until such time as the incorporation of the Association and the election of the initial Board, the Developer shall appoint the members of the Committee. No member of the Committee shall be entitled to compensation for services performed, but the Committee may employ independent professional advisors for plan review and may allow reasonable compensation to such advisors, not to exceed one hundred twenty five (\$125.00) dollars per Lot. The Architectural Control Committee shall have full power to regulate all exterior changes to a Unit, including landscaping and drainage, Dwelling and other structures location and tree removal to Lots or Units in the manner hereafter provided.

Section 6.02 - Committee Authority. No exterior changes, additions or alterations, including exterior coloring, to any Dwelling or other structure in the Development, additional fences or changes in existing fences, hedges, walls, walkways and other structures shall be commenced or erected, except such as are installed, improved or made by the Developer in connection with the initial construction of the buildings and improvements within the Development, until the same is approved by the Committee. The Committee shall have full authority to regulate, in accordance with the terms and provisions of this Declaration, the use and appearance of the exterior of the Units to assure harmony of external design and location in relation to surrounding buildings and topography and to protect and conserve the value and desirability of the Development as a residential community. The power to regulate shall include the power to prohibit those exterior uses or activities deemed inconsistent with the provisions of

this Declaration, or contrary to the best interest of the Association in maintaining the value and desirability of the Development as a residential community, or both. The Committee shall have authority to adopt, promulgate, rescind, amend and revise rules and regulations in connection with the foregoing; provided, however, such rules and regulations shall be consistent with the provisions of this Declaration; and, if the Board has not constituted itself as the Committee, such rules and regulations shall be approved by the Board prior to the same taking effect. Violations of the Committee's rules and regulations shall be enforced by the Board, unless such enforcement authority is delegated to the Committee by resolution of the Board.

Section 6.03 - Committee Approval. Without limitation of the foregoing, no changes, alterations, additions, reconstruction or attachments of any nature whatsoever shall be made to any Lot (except as to the interior of a Unit), including that portion of any Lot not actually occupied by the Unit, except such as are installed, improved or made by the Developer, until the plans and specifications showing the nature, kind, shape, height and materials are submitted to and approved by the Committee in writing. All applications to the Committee for approval of any of the foregoing shall be accompanied by plans and specifications or such other drawings or documentation as the Committee may require. In the event the Committee fails to approve or disapprove an application within thirty (30) days after the same has been submitted to it, the Committee's approval shall be deemed to have been given. In all events, the Committee's approval shall be in writing. If no application has been made to the Committee, a lawsuit to enjoin or remove any structure, activity, use, change, alteration or addition in violation of the prohibitions contained in the Section may be instituted at any time, and the Association or any Owner may resort immediately to any other lawful remedy for such violation.

Section 6.04 - Procedure. As is set forth in Section 6.02, the Committee may, from time to time, adopt, promulgate, rescind, amend and revise its rules and regulations governing procedure in all matters within its jurisdiction. In the event the Board does not constitute itself the Committee, then the Board, in its discretion, may provide, by resolution, for appeal of decisions of the Committee to the Board, subject to such limitations and procedures as the Board deems advisable. The Board or the Committee may appoint one or more persons to make preliminary review of all applications to the Committee and report such applications to the Committee with such person's recommendations for Committee action thereon. Such preliminary review shall be subject to such regulations and limitations as the Board or Committee deems advisable.

Section 6.05 - Standards. No approval shall be given by the Board or Committee pursuant to the provisions of this Article, unless the Board or Committee, as the case may be, determines that such approval shall: (a) assure harmony of external design, materials and location in relation to surrounding buildings and topography within the Development and (b) shall protect and conserve the value and desirability of the Development as a residential community, and, (c) shall be consistent with the provisions of this Declaration, and (d) shall be in the best interest of the Association in maintaining the value and desirability of the Development as a residential community.

Section 6.06 - Developer Consent. Any and all actions of the Committee as to Lots owned by the Developer, must have the written approval of the Developer, unless such approval is waived in writing by Developer or Developer's authorized representative.

Section 6.07 - Exculpation of Developer and Committee. Developer and Committee cannot and shall not be held responsible for any loss or damages to any person arising out of the approval or disapproval of plans, designs, or construction errors. Nor shall Developer or Committee be held responsible for loss or damage arising out of non-compliance with any zoning law, ordinance or land use or building regulation or any provision of this Declaration.

## ARTICLE VII - ADMINISTRATION

Section 7.01 - Association. The Developer shall be responsible for the organization of the Association. The Association shall have the rights, powers and duties of the Association as provided herein. The Association shall be governed by its Articles of Incorporation and Bylaws. Such rights and powers, subject to the approval thereof by any agencies or institutions deemed necessary by the Developer may encompass any and all things which a natural person could do or which now or hereafter may be authorized by law provided such Articles of Incorporation and Bylaws are not inconsistent with the provisions of the Declaration and are necessary, desirable, or convenient for effectuating the purposes set forth in this Declaration. After incorporation of the Association, a copy of the Articles of Incorporation and Bylaws of the Association shall be available for inspection at the office of the Association during reasonable business hours. Copies of said Articles of Incorporation and Bylaws may be purchased for such reasonable fees as may be prescribed by the Association and otherwise provided as set forth in Section 2.13 herein. Until such time as the Association is organized, the Developer shall have the rights, powers and duties of the Association provided for herein.

Section 7.02 - Members. Every Owner of a Lot or Unit shall be a Member of the Association as designated in Section 7.03 of this Article. Membership shall be appurtenant to and may not be separated from ownership of a Lot or Unit which is subject to Maintenance Charge or from occupancy of a Unit.

Section 7.03 - Membership Classes and Voting Rights. The Association shall have the following two (2) classes of voting membership:

(a) Class A. Class A Members shall be Owners of Lots in the Development, except for the Developer so long as the Developer remains Class B voting rights as defined herein, and shall be entitled to one (1) vote for each such Lot so owned.

(b) Class B. The Class B Member shall be the Developer and shall be entitled to ten (10) votes for each Lot or Unit owned in the Development. The Class B membership shall cease to exist and be converted to Class A membership when the first

of one of the following events occurs:

(1) When the total votes outstanding in Class A membership exceeds the total votes outstanding in Class B membership, or,

(2) Five (5) years following conveyance of the first Lot or Unit from the Developer to an Owner, or,

(3) On June 30, 1995.

Section 7.04 - Joint Owners. When more than one person holds an interest in any Lot or Unit, all such persons shall be Members of the Association, provided, however, that the Owner's vote shall be exercised as provided above or as all persons among themselves determine, but in no event shall more than one (1) vote be cast with respect to any Lot or Unit not owned by the Developer.

#### ARTICLE VIII - MAINTENANCE CHARGES

Section 8.01 - Purpose of Maintenance Charges. The Association shall have the authority to levy assessments, herein called "Maintenance Charges", against each Lot or Unit to be used exclusively to promote the recreation, health, safety and welfare of the residents in the Development and for the improvement and maintenance of the Common Areas, including, but not limited to, cost of repairs, replacement and additions thereto; cost of labor, equipment, materials, management and supervision thereof; the payment of taxes assessed against the Common Areas; the procurement and maintaining of insurance; the employment of attorneys, accountants and other professionals to represent the Association when necessary or useful; the employment of security personnel to provide services which are not readily available from a governmental authority; and such other needs as may arise.

Section 8.02 - Creation of a Lien. In order to carry out the purposes and obligations hereinafter stated, the Association, by action of its Board of Directors, and without approval of the Members, except to the extent specifically provided herein, shall have the power to levy and collect Maintenance Charges in accordance with this Declaration against each lot or Unit. The Developer, for each Lot or Unit owned within the Development, hereby covenants, and each Owner of any Lot or Unit by acceptance of such deed thereto, 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 Maintenance Charges (2) Special Maintenance Charges for capital improvements, (3) Special Maintenance Charges for emergencies as needed for purposes other than as a capital improvement, and (4) specific Maintenance Charges against any particular Lot or Unit which were established pursuant to the terms of this Declaration. All such Maintenance Charges, together with interest, costs and reasonable attorney's fees, shall constitute a lien upon the Unit against which each such Maintenance Charge is levied and shall run with the Unit, and shall take priority from the date the notice of lien for delinquent Maintenance Charge is filed in the Public Records of Harris County, which notice shall state the description of the Lot or Unit, the Owner's name, the amount due and the date

due. The lien shall be prior to and superior in dignity to the creation of any homestead status but subordinate to any first mortgage as hereinafter set forth. The lien shall be subordinate to liens for ad valorem taxes or other public charges which by applicable law are expressly made superior. Every Owner of a Lot or Unit hereby consents to the imposition of such lien prior to any homestead status until paid in full.

Section 8.03 - Special Maintenance Charges. In addition to the Annual Maintenance Charge, the Association, through its Board of Directors, may levy in any calendar year a special charge, herein referred to as "Special Maintenance Charge" for capital improvements or emergency purposes, and any such charge shall be approved by no less than two-thirds (2/3) of each class of Members. Notwithstanding the foregoing, a Special Maintenance Charge authorized under Section 9.01 (b), Article IX, and Section 2.12, Article II hereof, need be approved only by the Board of Directors and not the two-thirds (2/3) vote of the membership. Written notice of any meeting called for the purpose of making the levy of a Special Maintenance Charge requiring approval of the membership shall be sent to all Members not less than ten (10) days nor more than thirty (30) days in advance of the meeting.

Section 8.04 - Annual Maintenance Charges. Annual Maintenance Charges shall be determined for each Lot or Unit by the Board of Directors of the Association prior to January 1st of each year for all Lots subject to Maintenance Charges pursuant to Section 8.07 herein by determining the sum necessary to fulfill the obligations and purposes of said Maintenance Charges for each year commencing January 1st. Such charges are referred to herein as the "Annual Maintenance Charge". Written notice of the Annual Maintenance Charge shall then be sent to every Owner subject thereto and the due date shall be established by the Board of Directors, which may be monthly, quarterly or on an annual basis. The Association shall, upon request and for a reasonable charge, furnish a certificate signed by an officer of the Association setting forth whether the Maintenance Charges on a specified Lot or Unit have been paid. The Annual Maintenance Charge provided for herein shall commence at the time of closing of the purchase of each Lot or unit from the Developer with respect to said Lot or Unit, and the first Annual Maintenance Charge shall be adjusted according to the number of days then remaining in that calendar year and may be required to be paid in advance at closing. Notwithstanding anything contained herein to the contrary, the Developer, as a Class B Member shall not be obligated to pay Annual Maintenance Charges for the period of time that the Developer, pays any amount of common expenditures incurred and not charged by the Special and Annual Maintenance Charges collectible from Class A Members.

Section 8.05 - Reserves for Replacement. The Association shall establish and maintain an adequate reserve for the periodic maintenance, repair and replacement of improvements to the Common Areas. The fund is to be maintained out of Annual Maintenance Charges.

Section 8.06 - Uniform Rate of Maintenance Charges. Except as provided herein in Section 8.02, both Annual and Special Maintenance Charges shall be fixed at the

same amount for each Lot or Unit and may be collected on a monthly, quarterly or annual basis.

Section 8.07 - Commencement of Annual Maintenance Charges. The Maintenance Charges provided for herein shall commence as to each Lot or Unit at the time of the closing of the sale of each Lot or Unit by the Developer; and the first Annual Maintenance Charges shall be adjusted according to the number of days remaining in the calendar year of such closing. The due dates for Maintenance Charges shall be established by the Board of Directors of the Association.

Section 8.08 - Remedies of the Association for Nonpayment of Maintenance Charges. Any Maintenance Charge not paid within ten (10) days after the due date shall bear interest from the due date at the maximum legal rate. The Association may bring an action at law against the Owner personally obligated to pay the same, or file a lien and foreclose the lien securing payment of such Maintenance Charge as provided herein in the same manner in which mortgages on real property may be foreclosed in Texas. In any such foreclosure, the Owner shall be required to pay all costs and expenses of filing the notice of lien and all reasonable attorney's fees, which costs, expenses and attorney's fees shall be secured by the lien being foreclosed. The Owner shall also be required to pay the Association any Maintenance Charges against the Lot or Unit which become due during the period of foreclosure. The Association shall have the right and power to bid at foreclosure sale or other legal sale and to acquire, hold, convey, lease, rent, encumber, use and otherwise deal with the Lot or Unit as Owner thereof. No Owner may waive or otherwise escape liability for the Maintenance Charges provided herein by non-use of the Common Areas. Any suit to recover money judgment for unpaid expenses and assessment hereunder shall not be deemed to be a waiver of the lien securing the same. Upon payment of all sums secured by the lien, which has been made the subject of a recorded notice of lien, a release of notice of lien shall be executed by the Association or its representative and recorded in the Public Records of Harris County, Texas.

Section 8.09 - Subordination of the Lien to Mortgages. The lien of the Maintenance Charges provided for herein shall be subordinate to the lien of any first mortgage recorded prior to the time of recording a notice of lien. The sale or transfer of any Lot or unit shall not affect the lien. Any mortgage which obtains title to a Lot or Unit as a result of foreclosure of a first mortgage thereon or by voluntary conveyance in lieu of such foreclosure, shall not be liable for the Maintenance Charge pertaining to such Lot or Unit or chargeable to the former Owner thereof which become due prior to the acquisition of title by said mortgagee. Such unpaid Maintenance Charges shall be deemed a common expense of the Association and collectible from all Owners, including the acquiring mortgagee, its successor or assigns. Any such transfer to or by a mortgagee shall not relieve the transferee of responsibility nor the Lot or Unit from the lien for Maintenance Charges made thereafter. No sale or transfer shall release such Lot or Unit from liability for the Maintenance Charge thereafter becoming due.

Section 8.10 - Exempt Property. All property dedicated to and accepted by a public authority and all properties owned by the Association shall be exempt from

Maintenance Charges created herein.

Section 8.11 - Rights of Governmental Authorities. In the event any municipality or other governmental authority performs the obligations of the Association for the maintenance of any facilities or Land within the Development, then said municipality or governmental authority shall have legally enforceable liens against all Land, Lots or Units in the Development and the same enforcement rights afforded the Association.

#### ARTICLE IX - MAINTENANCE OF COMMON AREAS AND LOTS

Section 9.01 - Maintenance Responsibility. The responsibility for the maintenance of the Common Areas and Lots within the Development shall be as follows:

(a) Common Areas. The Association, subject to the rights of the Owners set forth in this Declaration, shall be responsible for the exclusive management, control, and maintenance of the Common Areas as defined herein and all improvements thereon, and shall keep the same in good, clean, attractive and sanitary condition, order and repair.

(b) Lots. Each Lot Owner shall be responsible for the maintenance of his Lot or Unit, including, but not limited to, the responsibility to replace and care for trees, shrubs, grass, walks and other exterior improvements located within the Lot. In the event an Owner fails to maintain the exterior of his Lot or Unit in a good, clean, attractive and sanitary condition, or in the event the Board of Directors of the Association deems it in the best interest of the Development, then the Association may provide said maintenance after delivery of thirty (30) days written notice to the Lot or Unit Owner and the cost of said maintenance shall be assessed by the Association to the Owner of said Lot or Unit. The Association shall have a reasonable right of access and entry upon any Lot to do work reasonably necessary for the proper operation and maintenance of the Development.

#### ARTICLE X - SPECIAL PROVISIONS TO SATISFY THE REQUIREMENTS OF THE FEDERAL NATIONAL MORTGAGE ASSOCIATION

Section 10.01 - Inspection of Records. The Association shall allow all Lot and Unit Owners, their lenders, insurers and guarantors of first mortgages to inspect, during normal business hours, all of the records of the Association.

Section 10.02 - Furnish Annual Statements. Upon written request, the Association shall furnish its most recent annual statement to any holder of the first mortgage of a Lot or Unit in the Development.

Section 10.03 - Cancellation of Contracts. The Association may cancel, without penalty or cause, any contract or lease made by it before Owners, other than the Developer, assume control of the Association upon ninety (90) days written notice to the other party.



Section 10.04 - Notices. Upon written request, the Association shall furnish the following notices to the holder, insurer or guarantor of any first mortgage on any Lot or Unit in the Development:

(a) Notice of any condemnation or casualty loss that affects a material portion of the Development or the applicable Lot or Unit.

(b) Notice of any delinquency in the payment of assessments more than sixty (60) days past due as to any applicable Lot or Unit within the Development.

(c) Notice of any lapse, cancellation or material modification of any insurance policy or fidelity bond maintained by the Association.

(d) Notice of any proposed action which would require the consent of a percentage of mortgage holders.

#### ARTICLE XI - REMEDIES

Section 11.01 - Violations. Whenever there shall have been built, or there exist on any Lot or Unit, any structure, building, thing or condition which is in violation of the Covenants, Developer shall have the right, but not the obligation, to enter upon the property where such violation exists and summarily to abate and remove the same, all at the expense of the Owner of such Lot or Unit, which expense shall be payable by such Owner to Developer on demand, and such entry and abatement or removal shall not be deemed a trespass or make Developer liable in any way to any person, firm, corporation or other entity for any damages on account thereof.

#### ARTICLE XII - MISCELLANEOUS

Section 12.01 - Approvals. Wherever in the Covenants the consent or approval of the Developer is required to be obtained, no action requiring such consent or approval shall be commenced or undertaken until and after a request in writing seeking the same has been submitted to and approved in writing by the Developer. In the event the Developer fails to act on any such written requests within thirty (30) days after the same has been submitted to the Developer as required above, the consent or approval of the Developer to the particular action sought in such written request shall be conclusively and irrefutably presumed. However, no action shall be taken by or on behalf of the person or persons submitting such written requests which violates any of the Covenants herein contained.

Section 12.02 - Assignments. The Developer shall have the sole and exclusive right at any time and from time to time to transfer and assign to any person, firm or corporation, including, but not limited to, the Association, any or all rights, privileges, powers, easements, authorities and reservations given to or reserved by the Developer

by any part or paragraph of the Covenants or under the provisions of the Plat. If at any time hereafter there shall be no person, firm or corporation entitled to exercise the rights, powers, easements, privileges, authorities and reservations given to or reserved by the Developer under the provisions hereof, the same shall be vested in and be exercised by a committee to be elected or appointed by the Owners of a majority of the Lots or Units. Nothing herein contained, however, shall be construed as conferring any rights, powers, easements, privileges, authorities or reservations in said committee, except in the event aforesaid. None of the provisions of this Section 12.02 shall apply to or affect the provisions of Article VII.

Section 12.03 - Developer's Rights. The Developer reserves and shall have the sole and exclusive right:

(a) To amend these Covenants as may be required by the Federal National Mortgage Association, or other insurer of first mortgages upon the Lots and Units without acquiring the approval or joinder of any other Owner or mortgagee.

(b) To amend, modify or grant exceptions or variances from any of the use restrictions set forth in Article II of this Declaration without notice to or approval by the Board or other Owners or mortgagees. All amendments, modifications, exceptions or variances increasing or reducing the minimum square footage of Dwellings, pertaining to fence size, location or composition or pertaining to the location of structures on a Lot shall be conclusively deemed to be within the authority and right of the Developer under this subsection;

(c) To amend these Covenants for the purpose of curing any error or ambiguity in or any inconsistency between the provisions contained here in without requiring the approval or joinder of any Lot or Unit Owner or mortgagee;

(d) To include in any contract, deed, sublease agreement or other instrument hereafter made any additional covenants and restrictions applicable to the Land which do not lower the standards of the Covenants;

(e) Notwithstanding anything contained herein to the contrary in this Declaration, the Developer reserves unto itself the exclusive right to approve or disapprove of the initial construction of all Dwellings, structures, buildings and improvements (herein referred to as the "Initial Improvements") to the Land and all other rights granted to the Committee with respect to the Initial Improvements. Initial Improvements shall not be made by any Owner or Home Builder until approval in writing of the plans and specifications is obtained from the Developer for such Initial Improvements. The Developer shall only grant such approval in writing upon a determination by the Developer that the Initial Improvements comply with this Declaration and are consistent with the Developer's overall plan and design of the Development.

(f) Notwithstanding anything contained herein to the contrary, in this Declaration, the Articles of Incorporation or Bylaws, the Developer shall be entitled to

use any unsold Lots or Units as an aide in selling Lots or Units or as a sales office, and further be allowed to place on the Development signs advertising the sale of Lots or Units, temporary construction trailers and temporary sales trailers. The Developer shall further have the right to complete construction of all improvements to the Common Areas contemplated by its development plan and to transact, on the Development, any business to consummate the sale of Lots or Units, and all sales office and model furniture shall not be considered Association property and shall remain the property of the Developer.

Section 12.04 - Additional Covenants. No Owner, without the prior written approval of the Developer, may impose any additional covenants or restrictions on any part of the Land shown on the Plat.

Section 12.05 - Termination. These Covenants, as described in this Declaration and as amended and added to from time to time, and as provided for herein, shall, subject to the provisions hereof and unless released as herein provided, be deemed to be covenants running with the title to the Land and shall remain in full force and effect for a period of thirty (30) years from the date of recording the original Declarations, and thereafter these Covenants shall be automatically extended for successive periods of ten (10) years each, unless within six (6) months prior to the commencement of any ten (10) year period, an instrument in writing, executed by the Owners representing seventy five percent (75%) of the votes of Members has been recorded in the Public Records of Harris County, Texas, in which written agreement any of the covenants provided for herein may be changed, modified, waived or extinguished, in whole or in part, as to all or any part of the Land then subject thereto, in the manner and to the extent provided in such written agreement.

Section 12.06 - Amendments. Subject to the provisions of Section 12.03 (b) hereof, the Covenants of this Declaration may be amended by an instrument executed by the then Owners who represent seventy five percent (75%) of the votes of Members and shall be placed of record in the Official Public Records of Real Property of Harris County, Texas. Notwithstanding anything contained herein to the contrary, no amendment of this Declaration which in any way alters, changes, limits, diminishes or otherwise affects any institutional mortgagee's position, right or equity as mortgagee of a Lot or Unit shall be effective without the joinder of the institutional mortgagee. For purposes of this statement, an institutional mortgagee shall be defined as a bank, a mutual savings bank, life insurance company, savings and loan association, real estate trust, pension fund, trust, governmental agency, mortgage company, Federal National Mortgage Association or other lender active in a geographic area within twenty (20) miles of the Development including the successors and assigns of any such lender.

Section 12.07 - Indemnification. The Association shall indemnify every officer and director against any and all expenses, including reasonable attorney fees, reasonably incurred by or imposed upon any officer or director in connection with any action, suit or other proceeding (including settlement of any suit or proceeding if approved by the Board of Directors) to which he may be made a party by reason of being or having been an officer or director at the time such expenses are incurred. The

officers and directors shall not be liable for any mistake of judgment, negligence, or otherwise taken on behalf of the Association, except for their own individual willful conduct or nonfeasance. The officers and directors shall have no personal liability with respect to any contract or other commitment made by them, in good faith, on behalf of the Association (except to the extent of any obligations as members of the Association) and the Association shall indemnify and forever hold each such officer and director free and harmless against any and all liability to others on account of any such contract or commitment. Any right to indemnification provided for herein shall not be exclusive of any other rights as to which any officer or director, or former officer or director, may be entitled. The Association may, at a common expense, maintain adequate general liability and officer's and director's liability insurance to fund this obligation.

Section 12.08 - Insurance. The Association shall obtain such insurance coverage it reasonably and in good faith deems necessary, including, but not limited to, the following policies of insurance: a) fire, flood and extended coverage insurance on all improvements upon the Common Areas in the amount of 100% of the full insurance replacement cost value of the improvements; b) Workmen's Compensation insurance to meet the requirements of law; c) general comprehensive public liability insurance in such amounts and in such form as shall be required by the Association against liability to and claims of the public, a Member of the Association, and any other person with respect to liability occurring upon the Common Areas based upon or arising out of the Association's ownership or use of the Common Areas. The liability insurance shall name as separately protected insured the Association, the Architectural Control Committee, other standing or special committees, the Board of Directors, and their respective members, employees, officers, agents and representatives.

Section 12.09 - Negligence. Any Owner shall be liable for the expense of any maintenance, repair or replacement rendered necessary by his act, neglect, carelessness or by that of any member of his family, or by his or her guests, licensees, employees, or tenants, but only to the extent that such expense is not met by the proceeds of insurance carried by the Association. Such liability shall include any increase in fire insurance rates occasioned by use, misuse or occupancy or abandonment of a Lot or Unit or its appurtenances.

Section 12.10 - Enforcement. In addition to the other remedies permitted herein, if any person, firm, corporation or other entity shall violate or attempt to violate any of the Covenants, it shall be lawful for the Developer or the Association or any person or persons owning a Lot or Unit:

(a) To institute and maintain civil proceeding for the recovery of damages against those so violating or attempting to violate any such Covenants or restrictions, or;

(b) To institute and maintain a civil proceeding in any court of competent jurisdiction against those so violating or attempting to violate any of the Covenants for the purpose of preventing or enjoining all or any such violations or attempted violations. The remedies contained in Section 11.01 shall be construed as cumulative of all other remedies now or thereafter provided by law. The failure of the Developer, his grantees,

successors or assigns, to enforce any Covenant or any other obligation, right, power, privilege, authority or reservation herein contained, however long continued, shall in no event be deemed a waiver of the right to enforce the same thereafter as to the same breach or violations, or as to any other breach or violation thereof occurring prior to or subsequent thereto.

(c) In any proceeding arising because of alleged failure of an Owner to comply with the terms of this Declaration, its Exhibits or Regulations adopted pursuant thereto, as said documents and Regulations may be amended from time to time, the prevailing party shall be entitled to recover the costs of the proceeding and such reasonable attorney's fees as may be awarded by the court.

Section 12.11 - Severability. The invalidation of any provision or provisions of the Covenants set forth herein by judgment or court order shall not affect or modify any of the other provisions of the Covenants which shall remain in full force and effect.

Section 12.12 - Successors and Assigns of the Developer. Any reference in this Declaration to the Developer shall include any successors or assigns of the Developer's rights and powers hereunder.

Section 12.13 - Rules Against Perpetuities. If any interest purported to be created by this Declaration is challenged under the Rule Against Perpetuities or any related rule, the interest shall be constructed as becoming void and of no effect as of end of the applicable period of perpetuities computed from the date when the period of perpetuities starts to run on the challenged interest; the "lives in being" for computing the period of perpetuities shall be (a) those which would be used in determining the validity of the challenged interest, plus (b) those of the issue of the Board who are living at the time the period of perpetuities starts to run on challenged interest.

Section 12.14 - Change of Circumstances. Except as otherwise expressly provided in this Declaration, no change of conditions or circumstances shall operate to extinguish, terminate, or modify any of the provisions of this Declaration.

Section 12.15 - Notices. Any notice required or permitted to be delivered as provided herein may be delivered either personally or by mail. If delivery is made by mail, delivery shall be deemed to have been made twenty-four (24) hours after a copy of the notice has been deposited in the United States mail, postage prepaid, registered or certified mail, addressed to each such person at the address given in writing by such person to the party sending the notice or to the address of the Unit of such person if no address has been given. Such address may be changed from time to time by notice in writing.

Section 12.16 - Gender and Number. Wherever the context of the Declaration so requires, words used in the masculine gender shall include the feminine and neuter genders; words used in the neuter gender shall include the masculine and feminine genders; words in the singular shall include the plural; and words in the plural shall

include the singular.

Section 12.17 - Paragraph Headings. The paragraph headings contained in this Declaration are for reference purposes only and shall not in any way affect the meaning, content or interpretation hereof.

Section 12.18 - Conflicts. In the case of any conflict between the Declaration, the Articles of Incorporation or the Association or the Bylaws of the Association, the Declaration shall control.

IN WITNESS WHEREOF, KIRBYWOODS DEVELOPMENT JOINT VENTURE, a <sup>th</sup>  
general partnership and Developer, has caused this instrument to be executed this 7  
day of March, 1990.

[Signature of John Taylor]

[Notarization]

EXHIBIT "A"  
FINAL PLAT

KIRBYWOODS SUBDIVISION

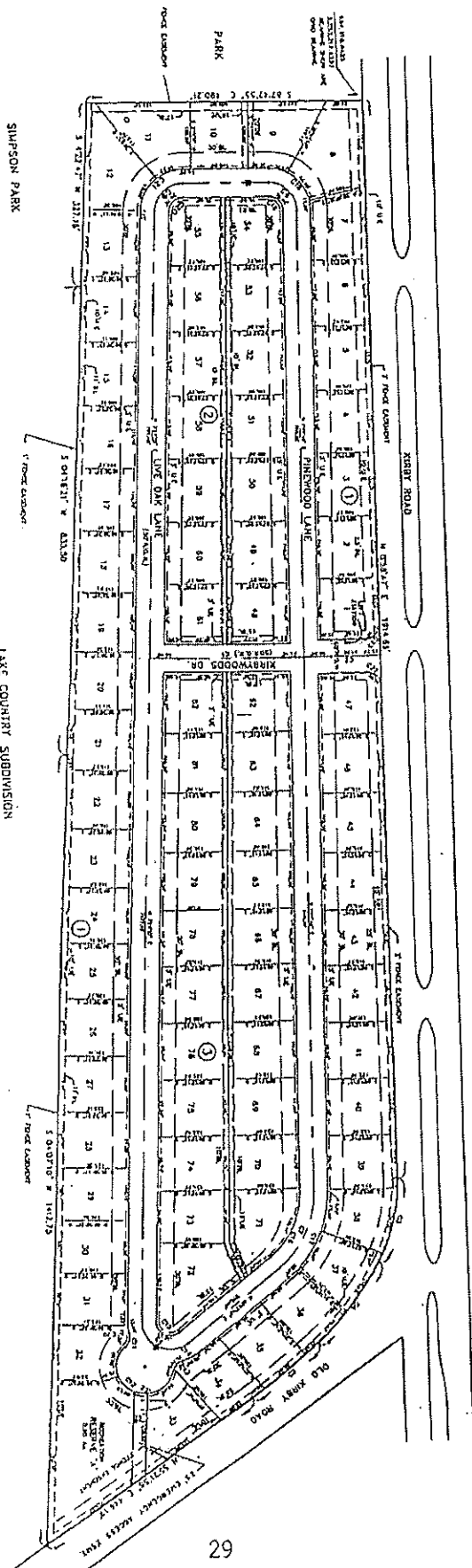


EXHIBIT "A"  
LEGAL DESCRIPTION  
29.77 ACRE TRACT OF LAND  
RITSON MORRIS LEAGUE, ABSTRACT 52  
CITY OF TAYLOR LAKE VILLAGE  
HARRIS COUNTY, TEXAS

A tract of land containing 0.588 acres, under Film Code #195-05-0708, out of a 106.02 acre tract in the Ritson Morris League, A-52, Harris County, Texas, and the adjacent three tracts of land out of the Ritson Morris League, A-52, recorded in the Harris County Deed Records, Volume 1011, Page 503, May 13, 1936, Volume 1023, Page 186, September 223, 1936, the combined area of said tracts containing 1,296,785.60 square feet of 29.77 acres, more or less, being more particularly described by metes and bounds as follows:

BEGINNING at a 3/8 inch iron rod found at a fence post in the southerly right-of-way of Old Kirby Road (75 feet in width) and the common northwesterly corner of Lake Country, a subdivision containing 38.8334 acres out of the Ritson Morris League, A-52, in Volume 291, Page 39 of the Map Records of Harris County, Texas;

THENCE South 04° 07' 10" West Grid Azm., a distance of 1,417.75 feet along and with the westerly line of said Lake Country Subdivision to a 5/8 inch iron rod set for an angle point;

THENCE South 04° 16' 21" West Grid Azm., a distance of 835.50 feet along and with the westerly line of said Lake Country Subdivision to an angle point of the herein described tract;

THENCE South 04° 22' 47" West Grid Azm., a distance of 327.16 feet along a barbed wire fence to a 3/8 inch iron rod found at a fence post for the most southeasterly corner of the herein described tract;

THENCE North 87° 42' 55" West Grid Azm., a distance of 490.21 feet, to a 5/8 inch iron rod found for the most southerly southwesterly corner of the herein described tract;

THENCE North 00° 58' 47" East Grid Azm., a distance of 1,914.66 feet along the easterly right-of-way line Kirby Road (120 feet in width) to a 5/8 inch iron rod set for a point of curve concave to the right;

THENCE following the arc of said curve having a radius of 319.79 feet, chord distance of 154.81 feet, chord bearing of North 21° 04' 36" East, central angle of 28° 00' 57" to the northeast, a distance of 156.37 feet to a 5/8 inch iron rod set for point of compound curve;



THENCE following the arc of said curve having a radius of 513.29 feet, chord distance of 182.64 feet, chord bearing of North 45° 19' 59" East, central angle of 20° 29' 46" to the northeast, a distance of 183.62 feet to a 5/8 inch iron rod set for point of compound curve;

THENCE following the arc of said curve having a radius of 1,519.78 feet, chord distance of 155.76 feet, chord bearing of North 58° 31' 07" East, central angle of 05° 52' 29" to the northeast, a distance 155.83 feet to 5/8 inch iron rod set for the point of tangency on the southerly right-of-way line (75 feet in width) Old Kirby Road;

THENCE North 55° 21' 58" East Grid Azm., a distance of 446.19 feet along the southerly right-of-way line of Old Kirby Road (75 feet in width) and the northerly line of the herein described tract to the POINT OF BEGINNING, said tract containing 1,296,785.60 square feet or 29.77 acres of land, more or less.

Dated this the 22<sup>nd</sup> day of December 1989.

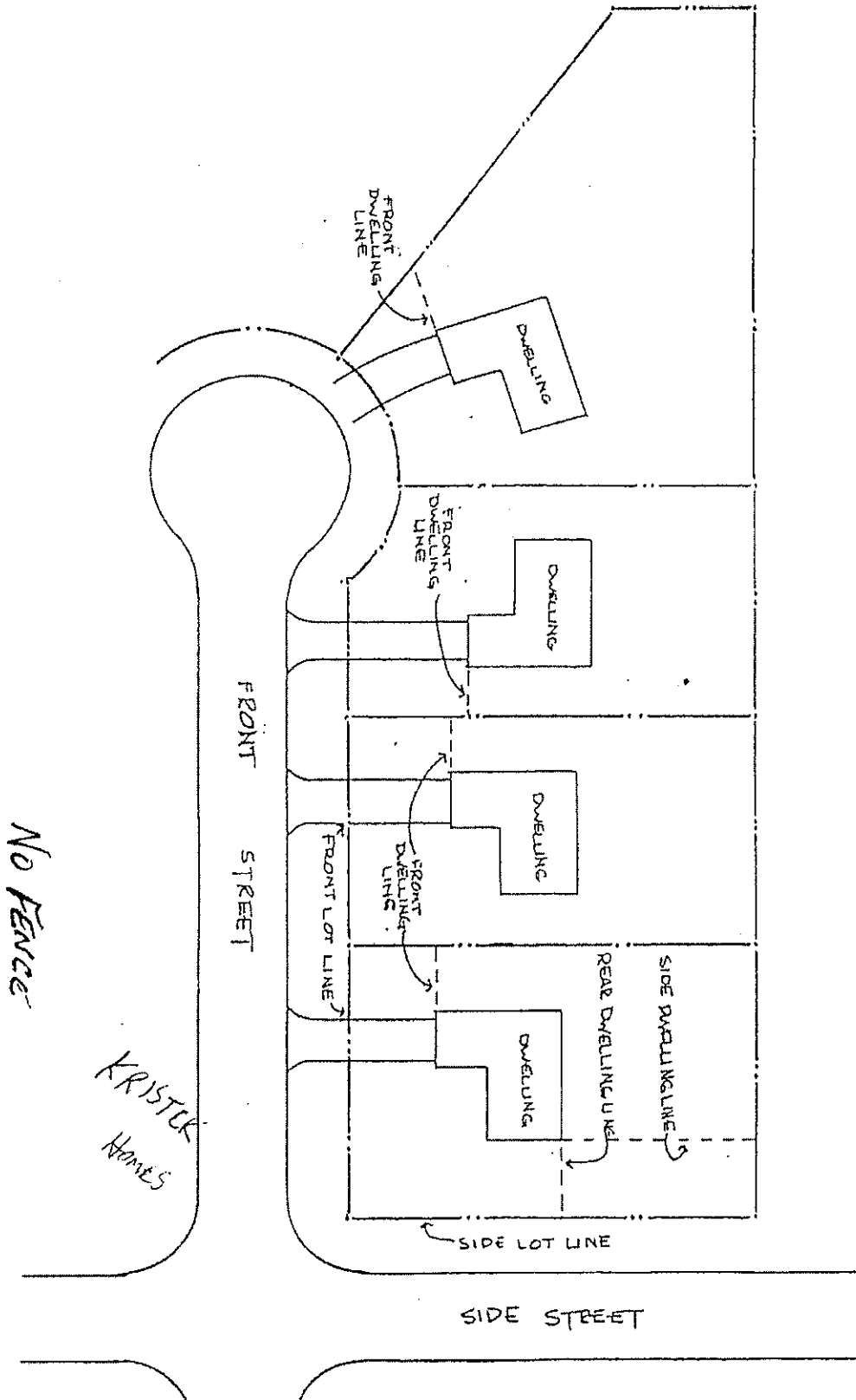
[signature of James D. Snowden]

[seal of James D. Snowden]

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James D. Snowden  
Registered Public Surveyor, No. 2646

EXHIBIT "B"



KIRBYWOODS  
ENTRANCE & SIGNAGE PLAN  
EXHIBIT "C"

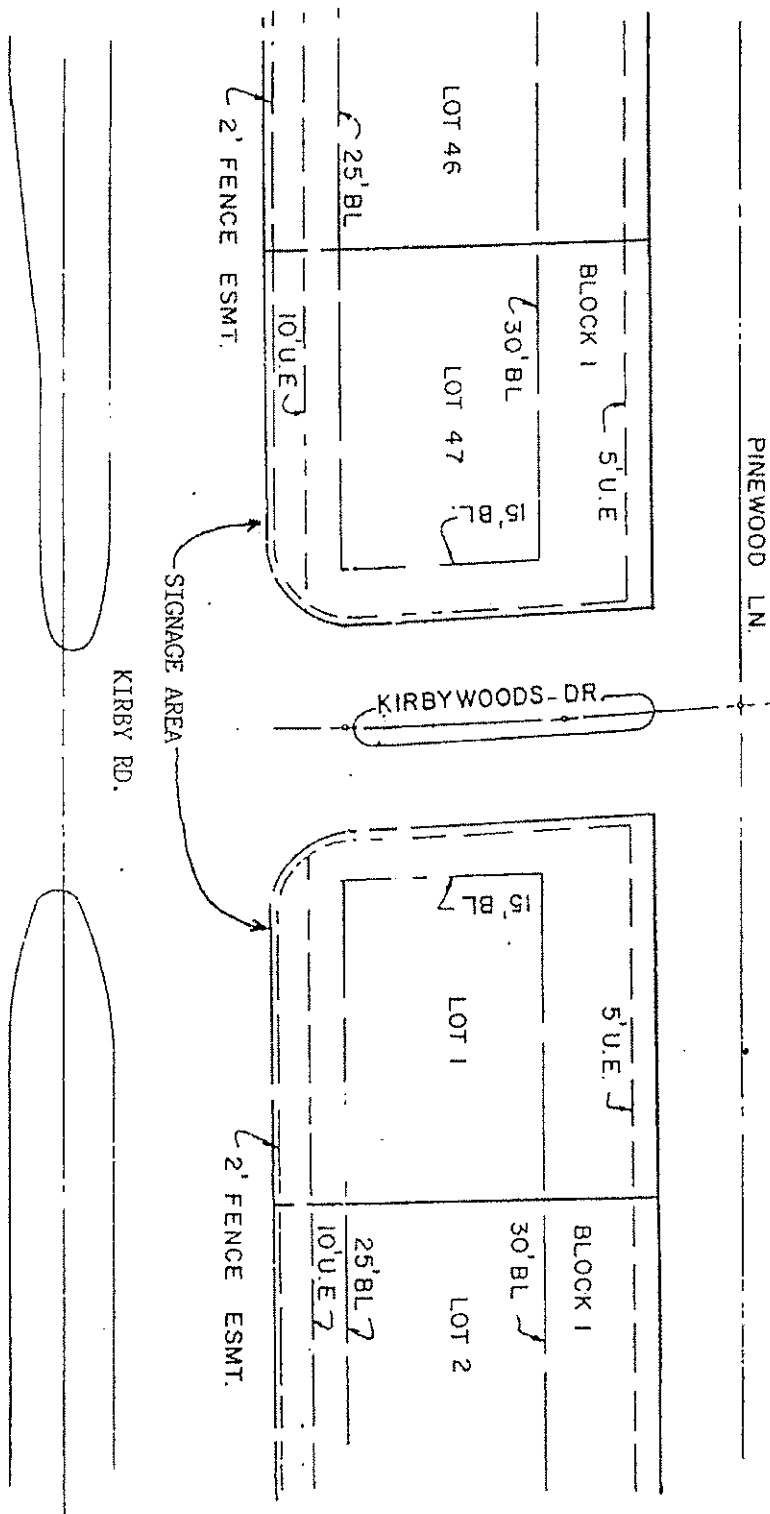


EXHIBIT "D"  
RECREATIONAL FACILITY

