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JOSE A. ESPARZA

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BUSINESS ORGANIZATIONS INQUIRY - VIEW ENTITY

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Name: Rayford Park Property Owners Association, Inc.
Address: 61 CARLTON WOODS DR
 THE WOODLANDS, TX 77382 USA

REGISTERED AGENT		FILING HISTORY		NAMES	MANAGEMENT	ASSUMED NAMES	ASSOCIATED ENTITIES	
View Image	Document Number	Filing Type	Filing Date	Effective Date	Eff. Cond	Page Count		
	264502980002	Certificate of Formation	July 1, 2009	July 1, 2009	No	1		
	355808060001	Public Information Report (PIR)	December 31, 2010	February 22, 2011	No	1		
	362982670003	Change of Registered Agent/Office	April 7, 2011	April 7, 2011	No	1		
	386598020001	Public Information Report (PIR)	December 31, 2011	August 30, 2011	No	1		
	438220950001	Public Information Report (PIR)	December 31, 2012	August 20, 2012	No	1		
	502551640001	Public Information Report (PIR)	December 31, 2013	September 11, 2013	No	1		
	558604280001	Public Information Report (PIR)	December 31, 2014	August 5, 2014	No	1		
	596281220002	Change of Registered Agent/Office	March 13, 2015	March 13, 2015	No	2		
	623628730001	Public Information Report (PIR)	December 31, 2015	August 14, 2015	No	1		
	756825720001	Public Information Report (PIR)	December 31, 2016	August 15, 2017	No	1		
	785100390001	Public Information Report (PIR)	December 31, 2017	December 29, 2017	No	1		
	868629520001	Public Information Report (PIR)	December 31, 2018	February 18, 2019	No	1		

Instructions:

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**DECLARATION OF COVENANTS, CONDITIONS, RESTRICTIONS,
EASEMENTS, ASSESSMENTS AND LIENS**

STATE OF TEXAS

COUNTY OF MONTGOMERY

This DECLARATION OF COVENANTS, CONDITIONS, RESTRICTIONS, EASEMENTS, ASSESSMENTS AND LIENS (as hereafter amended, modified, extended, reinstated, restated and otherwise modified, referred to as the "Declaration") is made by Rayford Park Investments LP, a Texas limited partnership (referred to as "Rayford Park" herein) – and is joined herein by Andrea G. Webb and Edward R. Webb, individuals (together, referred to as the "Webbs" herein), and Texan Properties, Ltd. (a Texas limited partnership, referred to as "Texan" herein), Conroe Lighting & Supply Inc. (a Texas corporation, referred to herein as "Conroe Lighting"), HGT Holdings, LLC (a Texas limited liability company, referred to herein as "HGT Holdings") and Del Papa Ventures, Ltd. (a Texas limited partnership, referred to herein as "Del Papa Ventures") for the purpose of subordinating the title to Properties owned by the Webbs, Texan, Conroe Lighting, HGT Holdings and Del Papa Ventures, respectively, to the covenants, conditions, restrictions, easements, assessments, liens and conditions created in this Declaration – providing for (a) certain Private Subdivision Improvements (defined in ARTICLE I) and (b) establishing the terms and conditions for the use and maintenance of those Private Subdivision Improvements by the Owners (herein defined) of the Properties (herein defined). In this Declaration, Rayford Park is also the "declarant," and in such capacity is referred to herein as "Declarant." Rayford Park, Texan, Conroe Lighting, HGT Holdings, Webbs and Del Papa Ventures – and their respective heirs, personal representatives, successors, and assigns – are referred to herein as "Owner" or "Owners," as applicable.

WITNESSETH

WHEREAS, the Webbs are the Owners of a 1.50 acre tract (referred to as "Lot 1" herein) in Restricted Reserve A of the Rayford Bend South Subdivision, a subdivision (referred to as the "Subdivision" herein) located in the area of extra-territorial jurisdiction of the City of Houston and created by plat recorded in Cabinet Z, on pages 635 and 636, of the Map and Plat Records of Montgomery County, Texas. Lot 1 is described in Exhibit A.

WHEREAS, Texan is the Owner of that certain 1.501 acre tract (referred to as "Lot 2" herein) located in Restricted Reserve A of the above referenced plat of the Subdivision. Lot 2 is described in Exhibit B.

WHEREAS, Conroe Lighting is the Owner of that certain 1.506 acre tract (referred to as "Lot 3" herein) in Restricted Reserve A of the above referenced plat of the Subdivision. Lot 3 is described in Exhibit C.

WHEREAS, Rayford Park is the Owner of that certain 1.5128 acre tract (referred to as "Lot 4" herein) in Restricted Reserve A of the above referenced plat of the Subdivision. Lot 4 is described in Exhibit D.

WHEREAS, HGT Holdings is the Owner of that certain 2.0867 acre tract (referred to as "Lot 5" herein) in Restricted Reserve A of the above referenced plat of the Subdivision. Lot 5 is described in Exhibit E.

WHEREAS, Del Papa Ventures is the Owner of that certain 8.7826 acre tract (referred to as "Tract A" herein) in Restricted Reserve A of the above referenced plat of the Subdivision. Tract A is described in Exhibit F. Lots 1, 2, 3, 4 and 5 and Tract A are referred to herein as the "Property" or the "Properties," as applicable.

WHEREAS, Declarant and all Owners agree that, when subdivided, required improvements were included in the subdivision in compliance with the Ordinance (defined in ARTICLE D) as a condition of the approval of the Subdivision by the Commission (defined in ARTICLE D). Those required improvements were created to provide for (a) access to, and egress from, all Properties located within the Subdivision (i.e., between each of the Properties and Rayford Road, a public street) and (b) the collection, detention and measured release of stormwater runoff from the Properties (collectively, the "Private Subdivision Improvements.")

WHEREAS, the Private Subdivision Improvements are constructed on easements, held, or land owned, by the Association as the agency, for all Owners of the Properties, which is responsible for maintenance, repair, rebuilding, removing, replacing relocating and otherwise managing and operating the Private Subdivision Improvements for the purposes of providing both (a) access to, and egress from, all of the Properties and (b) collection, detention and measured release, of stormwater runoff from all of the Properties.

WHEREAS, because of the limited stormwater detention capacities of those Private Subdivision Improvements which are devoted to stormwater handling (referred to herein as the "Stormwater Facilities"), it is necessary to limit the "impervious cover" (defined in Section 2.3) to be built or constructed on each Property to an estimated area which (when added to all "impervious cover" on the other Properties in the Subdivision) may generate no substantial stormwater runoff – caused by "impervious cover" on all of the Properties – in excess of the design capacity of the Stormwater Facilities. In addition to providing access to, and egress from, all Properties, portions of the private driveway identified on the Plat also provide stormwater drainage and are part of the Stormwater Facilities.

WHEREAS, it is necessary to make provision for (a) the continued maintenance and upkeep of the Private Subdivision Improvements built by Declarant, (b) payment of the cost of such maintenance and upkeep (c) other conditions and costs concerning the Properties, and (d) sufficient collateral to secure payment of the costs thereof.

NOW, THEREFORE, Declarant hereby adopts, establishes and imposes upon the Properties, and declares – and all Owners hereby subordinate the fee title of their Properties to – the reservations, easements, restrictions, covenants, assessments, liens and condition, described or established in this instrument, all of which reservations, easements, restrictions, covenants, assessments, liens and conditions shall run with title to all lands of the Owners and shall be binding upon the Properties and all parties having or acquiring any right, title or interest in the Properties (and their heirs, personal representatives, successors and assigns), or any part thereof, and shall inure to the benefit of each and all of the Owners of the

Properties and their heirs, personal representatives, successors and assigns as herein provided.

ARTICLE I Definitions

In this Declaration:

"City" means the City of Houston, Texas.

"Commission" means the Planning Commission of the City of Houston, Texas.

"Ordinance" means, collectively, (a) the Subdivision Ordinance of the City as currently and hereafter applicable to the Properties, (b) all other regulations of the City as currently and hereafter applicable to subdividing real properties either in the City or within the extra-territorial jurisdiction of the City, and (c) when applicable, Montgomery County, Texas requirements pertaining to the subdivision of real properties.

"Outparcel" or "Outparcels" means, individually, and (as applicable), collectively, the real properties identified on the Plat as (a) the "70' Private Access Easement" and (b) the "Storm Water Drainage Easement," each as depicted on the Plat.

"Owner" means the record holder of fee simple title to a Property, and the heirs, personal representatives, successors and assigns of such holder. Each Property may have only one Owner, and if an Owner of a Property is more than one person, those persons must appoint, from among their group, an agent to cast such Owner's ballot in any election on behalf of the group, sign all documents on behalf of the group, to exercise all rights of ownership of said Property, as herein provided, on behalf of the group, and to receive all notices the Owner, as a group, is entitled to receive in connection with the Property.

"Plat" means that certain Rayford Bend Subdivision Plat recorded in Cabinet Z, on sheets 635 and 636, of the Map and Plat Records of Montgomery County, Texas, to which Plat, and the recording thereof, reference is hereby made for all purposes.

"Private" Subdivision Improvements" means the private subdivision improvements built by Declarant in the Subdivision for the purposes of providing for (a) access and egress to and from the Properties and Rayford Road and (b) the collection, detention and measured release of stormwater runoff from the Properties, all as identified or shown on the Plat and to which Plat, and the recording thereof, reference is hereby made for all purposes and for further description of the Private Subdivision Improvements.

ARTICLE II Private Subdivision Improvements

2.1 Private Dedication. The Private Subdivision Improvements which are required by the Ordinance have been privately constructed by Declarant and are hereby dedicated for the use and benefit of the Owners of the Properties. This is not a dedication to the public. The improvements described in this Section 2.1, are the Private Subdivision Improvements which are dedicated for the private use and benefit of the Owners of the

Properties. The entity authorized and required under this Declaration to keep and maintain the Private Subdivision Improvements shall be the Association, and the Association shall be (a) responsible for the maintenance, upkeep, repair, removal, replacement and reconstruction of the Private Subdivision Improvements and (b) authorized to assess and collect maintenance fees against the Properties and to expend funds so collected for such purposes.

2.2 Access and Egress. The access and egress facility is that certain private roadway described and identified as such on the Plat.

2.3 Stormwater Detention Facilities. The Stormwater Control Facilities have been constructed by Declarant as located and shown on the Plat and are for the purpose of collectively, detaining, and releasing estimated quantities of stormwater runoff from the Properties. The capacity to collect, detain, and release stormwater from the Properties is provided in an amount estimated to be sufficient to control stormwater runoff from the Properties as a result of the construction and development of only a permitted amount of "impervious cover" on the Properties. For all purposes pertaining to this Declaration, the phrase "impervious cover" means all of the developed surfaces of a Property (a) where improvements (buildings, driveways, sidewalks, and other improvements of any kind or character) have been built and (b) which cannot effectively absorb stormwater runoff. The Private Subdivision Improvements shall be maintained by the Association as herein provided. The Stormwater Detention Facilities, by volume, have been allocated to each of the Properties in amounts to detain estimated volumes of stormwater runoff from each of the Properties. The amount of stormwater detention capacity allocated to each of the Properties is based, in part, on certain limits of "impervious cover" which may be constructed, developed and maintained on each of the Properties (collectively, the applicable "Impervious Cover Limitations," and as to each of the Properties, the "Impervious Cover Limitation"), as follows:

(a) No more than 1.20 acres [52,272.00 square feet] of impervious cover shall be constructed or developed on Lot 1 unless the party constructing or developing such additional "impervious cover" provides for additional stormwater detention, acceptable to the Association and the City, either on Lot 1 or elsewhere as permitted by the Ordinance. It is stipulated by Declarant, the Association and all owners that the existing Impervious Cover on Lot 1 does not exceed the Impervious Cover Limitation.

(b) No more than 1.20 acres [52,481.088 square feet] of "impervious cover" shall be constructed or developed on Lot 2 unless the party constructing or developing such additional "impervious cover" provides for additional stormwater detention, acceptable to the Association and City, either on Lot 2 or elsewhere as permitted by the Ordinance.

(c) No more than 1.2048 acres [52,481.088 square feet] of "impervious cover" shall be constructed or developed on Lot 3 unless the party constructing or developing such additional "impervious cover" provides for additional stormwater detention, acceptable to the Association and the City, either on Lot 3 or elsewhere as permitted by the Ordinance.

Properties, in proportion to percentages "impervious cover" permitted on each Property, or (c) or as the parties to such combinations or re-subdivisions, with the written consent of the Association, may agree for such combined or re-subdivided Properties.

Initially, the percentages of total annual maintenance and other obligations assessed against each of the Properties and the Owners thereof, is as follows:

(a) To Lot 1 and the Owner or owners thereof, 8.8% of total annual maintenance and other obligations of the Association

(b) To Lot 2 and the Owner or owners thereof, 8.8% of total annual maintenance and other obligations of the Association.

(c) to Lot 3 and the Owner or owners thereof, 8.91% of total annual maintenance and other obligations of the Association.

(d) to Lot 4 and the owner or Owners thereof, 8.96% of total annual maintenance and other obligations of the Association.

(e) to Lot 5 and the owner or Owners thereof, 12.35% of total annual maintenance and other obligations of the Association.

(f) to Tract A and the owner or Owners thereof, 52.02% of total annual maintenance and other obligations of the Association.

A maintenance charge shall be assessed annually and paid in advance by January 31 of every year or on such other date or dates as the Board of Directors may determine by written notice to the then Owners of all Properties (the "Maintenance Charge"). The Owner or Owners of each Property as of the first day of January in each calendar year, throughout the duration of this Declaration, shall be the party or parties liable for the payment of all the maintenance and other obligations assessed against such Property for, or during, such year. The Board of Directors may adjust the annual maintenance charges pursuant to the rules and regulations of the Association. Interest on past due charges shall accrue at the lower of (a) the rate assessed by the Board of Directors or (b) at the highest rate allowable by applicable Texas law from date of delinquency until paid in full. The payment of such maintenance assessments shall be secured by a vendor's lien or other lien to insure payment of such maintenance charge plus interest thereon and costs incurred by the Association in connection therein with, in accordance with the provisions of law. In the event it becomes necessary to employ legal counsel to collect past due maintenance charges, such delinquent Lot Owners shall be responsible for reasonable attorney's fees and other reasonable costs incurred in such collection efforts including all costs of Court in any legal proceeding.

It shall be the duty of the Board of Directors to assess and collect the maintenance fee established by this Section 4.1, and to utilize such funds for the maintenance and upkeep of the Private Subdivision Improvements. If, for any reason, the Board of Directors shall fail (for a period of one year or more) to provide, materially, for the assessment and collection of a maintenance fee, or for the reasonable maintenance and upkeep of the Private Subdivision Improvements, then any Owner shall be authorized, but not required, to

(d) No more than 1.21029 acres [52,718.0544 square feet] of impervious cover shall be constructed or developed on Lot 4 unless the party constructing or developing such additional "impervious cover" provides for additional stormwater detention, acceptable to the Association and the City, either on Lot 4 or elsewhere as permitted by the Ordinance.

(e) No more than 1.6194 acres [72,719.064 square feet] of impervious cover shall be constructed or developed on Lot 5 unless the party constructing or developing such additional "impervious cover" provides for additional stormwater detention, acceptable to the Association and the City, either on Lot 5 or elsewhere as permitted by the Ordinance.

(f) No more than 7.0301 acres [306,230.2848 square feet] of impervious cover shall be constructed or developed on Tract A unless the party constructing or developing such additional "impervious cover" provides for additional stormwater detention, acceptable to the Association and the City, either on Tract A or elsewhere as permitted by the Ordinance.

2.4 Amendment of Article. The provisions of this Article may not be amended without the express written consent of the Association, however, the Impervious Cover Limitations may be reallocated among and between Owners of any of the Properties, by written amendment to this Declaration, but (a) only with the written consent of the Association and (b) only so long as the Impervious Cover Limitations on all the Properties are not exceeded without the construction and development (at the cost of such Owners) of other (or the enlargement of existing) Stormwater Detention Facilities meeting the requirements of the Ordinance.

2.5 Reallocation of Impervious Cover Limitations. With the written consent of the Association, any of the Properties may be combined (in whole or in part) or re-subdivided, from time to time, and the Impervious Cover Limitations attributable to such combined or re-subdivided Properties, as allocated to each of such Properties prior to such combination or re-subdivision, may be re-allocated to the resulting combination or re-subdivided Property or Properties as the Owner or Owners of all of the combining or re-subdividing Properties may agree in writing with the written consent and approval of the Association. Such re-allocation of Impervious Cover Limitations shall be documented in an amendment of this Declaration (prepared by the Association and paid for by the participating Owner or Owners) as authorized under ARTICLE VII – save and except that the required majority of members shall not be required to implement an amendment made pursuant to this Section 2.5 – and shall not limit, restrict or otherwise impair utilization of the Stormwater Facilities for collecting, detaining, and releasing stormwater runoff from the Properties as herein provided.

ARTICLE III Property Owner's Association

3.1 Maintenance Association. The Declarant shall cause a property owners association to be organized and formed as a non-profit corporation under the laws of the State of Texas. The purposes of the property owners association shall be to provide for the

health, safety and welfare of the members, to collect the maintenance charges provided for herein, to administer the maintenance fund, to provide for maintenance, repair, preservation, upkeep and protection of the Private Subdivision Improvements and such other purposes as are stated in the articles of incorporation of the property owners' association and are consistent with, or are provided for in, the provisions of this Declaration.

3.2 Membership. Membership in the property owners' association shall consist of all owners of the Properties. The name of the Association shall be the Rayford Bend South Property Owners Association, Inc., a Texas nonprofit corporation (referred to in this Declaration as the "Association"). The Owners of each Property shall be a member of the Association, and as a member of the Association shall be entitled to vote on all matters coming before the membership of the Association. The number of votes allocated to the Owner (or Owners) of each Property, in proportion to the total votes allocated to all members of the Association, shall be in the same proportion as the maintenance and other obligations assessed against such Property in ARTICLE II bears to the total maintenance and other obligations assessed against all Properties under ARTICLE II. As and when (with the written approval of the Association) the proportion of the maintenance and other obligations assessed against a Property or Properties are changed, the number of votes attributable to such Properties shall be changed, proportionately.

3.3 Voting. To carry a motion or otherwise approve any action of the Association requires the affirmative vote of at least 50% of the acreage in the Subdivision plus a minimum of three Lot or Tract Owners (the "Majority Vote.") Initially, the percentages of total votes within the Association are allocated to the Owners of each of the Properties as follows:

(a) To the Owners of Lot 1, 8.8% of all votes held by all members of the Association.

(b) To the Owners of Lot 2, 8.8% of all votes held by all members of the Association.

(c) To the Owners of Lot 3, 8.91% of all votes held by all members of the Association.

(d) To the Owners of Lot 4, 8.96% of all votes held by all members of the Association.

(e) To the Owner of Lot 5, 12.35% of all votes held by all members of the Association.

(f) To the Owner of Tract A, 52.02% of all votes held by all members of the Association.

3.4 Voting Percentage Changes. As and when changes to percentages of Impervious Cover Limitations – pursuant to a combination or re-subdivision of one or more Properties or otherwise as herein permitted – are implemented, changes in voting percentages shall be made so that the voting percentages allocated to the Owner of each

combined or re-subdivided Property are in the same proportion to the total voting percentages for all Properties as the Impervious Cover Limitations for the combined or re-subdivided Properties bear to the total Impervious Cover Limitations for all Properties. By written agreement between all Owners of any combined or re-subdivided Properties and approved in writing by the Association, the Owners of such properties may agree upon some other allocation of voting percentages to the Owners of the combined or re-subdivided Properties.

3.5 Board of Directors. The Association shall be governed by a board of directors (the "Board of Directors" herein), and the Declarants shall name and select the initial members of the Board of Directors. The initial Board of Directors shall number at least three (3) members, two of which must be Owners. The initial Board of Directors shall serve for a period of one (1) year and thereafter until the next annual meeting of the members of the Association, at which time a new Board of Directors shall be elected by the members. Thereafter members of the Board of Directors shall be selected in the manner and for the term or terms provided for in the by-laws of the Association.

If, for any reason, Declarant shall fail to form the required non-profit Association within one (1) year of the date on which this Declaration is recorded, any Property Owner may cause such Association to be formed and the initial Board of Directors shall be elected by the Majority Vote of the Property Owners.

The Association may adopt such by-laws, rules and regulations as it shall deem appropriate and that are consistent with this Declaration.

ARTICLE IV Maintenance Charges

4.1 Use of Maintenance Fund. Each Lot shall be subject to an annual maintenance charge to be used for the purposes of maintaining and establishing reserves for future maintenance and repair of any Private Subdivision Improvements. The amount of the maintenance charge shall be set by the Board of Directors in such amount as shall be reasonably necessary to provide for the maintenance and upkeep of such facilities. The Board of Directors shall collect and maintain control over the maintenance fund and administer the maintenance fund.

The total amount of the maintenance charge for each year shall be allocated to and assessed against each Property, and the Owners thereof, in the same proportions as the Impervious Cover Limitation then applicable for each Property bears to the total of Impervious Cover Limitations for all Properties. If, as permitted in Section 2.3, the Impervious Cover limitations are reallocated among two or more of the Properties (or combinations or re-subdivisions of the Properties), then the percentages of total charges and other obligations assumed against, and voting rights allocated to, each of such Properties shall be similarly changed or reallocated so that (a) the percentage of total annual maintenance and other obligations against, and voting rights allocated to, each of the resulting Properties is in the same proportion as the amount of the Impervious Cover Limitation allocated to each of such Properties bears to the total of all Impervious Cover Limitations allocated to all of the Properties, (b) voting shall remain, as between the

exercise such power in the place of the Board of Directors upon ninety (90) days prior written notice to each Owner. In the event an Owner shall advance its own funds to defray expenses of maintenance of the Private Subdivision Improvements, such Owner shall be entitled to reimbursement from the maintenance fund and may increase the maintenance assessment as necessary to insure repayment thereof.

4.2 Enforcement of Maintenance Fee Collection. Each such assessment not paid when due shall incur a late fee of Fifty (\$50.00) Dollars or five percent (5%) of the amount due, whichever is greater, to cover administrative expenses in connection therewith. Each such assessment and late fee, if not paid when due, plus interest at the less of (a) the rate established by Board of Directors or (b) the highest legal rate of interest as permitted by applicable Texas law, together with the costs of collection (including reasonable attorneys fees), shall be the personal obligation of the Owner against whom the unpaid fees were assessed and shall be secured by a lien on such Owner's Property or (as applicable) Properties of such Owner as provided herein. To secure the payment of the maintenance fund fees established hereby and levied on individual Properties, there is hereby granted to Declarant and the Association and reserved in each deed (whether or not specifically stated in any or all of such deeds) by which Declarant has heretofore, or shall hereafter, convey such Property to the Owner, a vendor's lien for the benefit of the administrator of the fund, whether the Declarant or the Association. Said lien is to be enforceable through appropriate proceedings at law by such beneficiary; provided, however, that each such lien shall be secondary, subordinate, and inferior to all liens, present and future, given, granted and created by or at the instance and request of the Owner of any such Property to secure the payment of moneys advanced or to be advanced on account of the purchase of, or the construction or improvements on any such Property but only to the extent of any such maintenance fund charge accrued and unpaid prior to foreclosure of any such construction lien.

4.3 Term of Maintenance Fees. The above maintenance charges and assessment powers will remain effective for the full term (and any extended term, if applicable) of this Declaration.

ARTICLE V

Parking, Prohibited Uses, Maintenance, and Subdivision Signage

5.1 Parking Spaces: The parking area on each Property shall contain sufficient ground level parking spaces in order to comply with the following minimum requirements, without reliance on parking spaces located on any other Property. Each Property shall have at least one (1) parking space for each one thousand (1,000) square feet of floor area in all building improvements on such Property. The Association may reduce the ratio of parking spaces to floor area on a case by case basis. However, a reduction of the required number of parking spaces on one Property shall not establish a precedent which the Association must observe or follow in response to other such requests with respect to other Properties. It is stipulated by Declarant, the Association and all Owners that the existing parking spaces on Lot 1 complies with the minimum requirements of this paragraph.

5.2 Prohibited Uses: No portion of any Property shall be used for any of the following purposes: (a) a flea market or a business selling so-called "second hand" goods

(the term "second hand" shall mean stores which sell goods primarily as a service to the public rather than to a retail customer for a profit); (b) any establishment engaged in the business of selling, exhibiting or delivering pornographic or obscene materials; (c) a so-called "head shop"; (d) a junk yard; (e) a scrap metal handling or recycling facility or a recycling facility for any other types of materials or (f) any other use substantially similar to any use specifically prohibited pursuant to any one, or more, of clauses (a) through (f).

5.3 Maintenance Obligations: Each Owner shall, except as hereinafter provided, maintain its Property at all times in good and clean condition and repair, said maintenance to include, without limitation, the following:

- (a) Maintaining, repairing and resurfacing, when necessary, all paved surfaces in a level, smooth and evenly covered condition with the type of surfacing material originally installed or such substitute as shall in all respects be equal or superior in quality, use and durability; and restriping, when necessary, to maintain clearly visible parking stall and traffic control lines.
- (b) Removing all papers, debris, filth and refuse from the Owner's Property washing to the extent reasonably necessary to keep the Property in a clean and orderly condition, unobstructed, and if applicable, free from ice and snow, dirt and other trash.
- (c) Placing, painting, maintaining, repairing, replacing and repainting, as and when necessary, all signs and improvements on the Property.
- (d) Maintaining, repairing and replacing, when reasonably necessary, service parking areas, markers, lines for parking spaces, and all signs in good repair and condition.
- (e) Operating, maintaining, repairing and replacing, when necessary, such artificial lighting facilities as shall be reasonably required, including, but not limited to, poles, pole bases, wiring, lamps, ballasts, lenses, photocells, time clocks, and contacts. Each Owner shall maintain and provide electricity to all lighting fixtures attached to its respective building(s) at its sole cost and expense;
- (f) Maintaining and watering all landscaped areas; maintaining, repairing and replacing, when reasonably necessary, automatic sprinkler systems and water lines; replacing shrubs and other landscaping as reasonably necessary.
- (g) Maintaining, repairing and replacing, when reasonably necessary, all fences, walls or barricades constructed on an Owner's Property.
- (h) Maintaining, repairing and replacing, when reasonably necessary, all storm drains, sewers, lift stations and other utility lines not dedicated to the public or conveyed to any public or private utility which are used in the operation of the buildings and improvements located on a Property.

(i) Performing for itself, or contracting with a competent third party or parties to perform, any of the work described herein.

(j) Keeping all utility lines free from obstructions.

5.4 **Duty to Maintain:** Each Owner shall be responsible for the maintenance, insurance and lighting of its own Property and the cost and expense thereof. In the event any Owner defaults in the performance of such obligation or obligations including any one or more of the obligations established in Section 5.3, or elsewhere in this Declaration, the Association may cause the performance of the obligations to be performed on behalf of the defaulting Owner and bill the defaulting Owner for the expenses incurred. The payment of such expense by the Association shall be by a lien on such Owner's Property as provided in Section 4.1.

5.5 **Subdivision Signage.** Declarant owns fee simple title to Lot 5 and has agreed to convey to the Association an easement (the "Subdivision Sign Easement") on Lot 5 on which the Association (a) may erect, maintain, repair, rebuild and replace an information sign (the "Sign Structure"), (b) obtain access to the Sign Structure from the private street created by the Plat along the south boundary line of Lot 5 (the "Private Street"); (c) obtain egress from the Sign Structure to the Private Street, and (d) place, maintain, repair, and replace facilities for the delivery of utility services to the Sign Structure. The Subdivision Sign Easement shall be located on Lot 5 as provided in Exhibit G.

(a) Access and egress between the Private Street and the Sign Structure - - for all purposes including sign placement, sign structure construction, and maintenance, repair, replacement and other work on signs and the Sign Structure - - shall be obtained over, along and across Lot 5 using driveways and walkways and (when necessary) parking areas on Lot 5 as built and maintained, from time to time, by the Owner of Lot 5 (the "Sign Access Areas").

(b) Utility services to the Sign Structure shall be provided through a utility easement located (in part) on Lot 5 (the "Utility Service Easement") described by instrument recorded in the Official Public Records of Real Property of Montgomery County, Texas under the Montgomery County Clerk's File No. 2007-036654, to which instrument, and the recording thereof, referenced is hereby made for all purposes.

(c) The Sign Structure shall be built by the Association within the Subdivision Sign Easement according to the plans and specifications prepared by the Association and approved by Declarant. The Sign Structure, other than the area for names of companies or individuals which operate (or from time to time operate) businesses on the Properties, shall be a solid color, of the Declarant's choosing. Once a color for the Sign Structure has been used by Declarant, it will not be substantially changed.

(d) The Sign Structure shall be used only to display the names (with the written approval of the Association) and a small logo, one only single business operating on each lot (meaning Lots 1 through 5 and such other lots as may be

created in Tract A pursuant to the Ordinance) within the Subdivision. (Only one sign per Property will be permitted on the Sign Structure. If Tract A is subdivided (from time to time) into "lots," per the Ordinance, additional signage on the sign structure may be provided for, at the cost of the party requiring the same, but no more than one sign per resulting lot.

(e) Lot 1 shall have the right to use one of the top two signs on the Sign Structure.

ARTICLE VI Development Approval and Development Control Committee

6.1 Construction of Improvements. No structure or other improvement (a) shall be built, placed, erected or installed upon any Property—and (b) no exterior alteration or modification of existing improvements on any Property—except in strict compliance with this ARTICLE VI and without first obtaining the written approval by the Board of Directors (or by a Development Control Committee appointed by the Board of Directors) pursuant to Sections 6.1 and 6.2. The Board of Directors (or, if applicable, the Development Committee, herein defined) may establish reasonable fees to be charged on behalf of the Association for the review of applications hereunder and may require such fees to be paid in full prior to review of any application. The Board of Directors shall have the authority and standing, on behalf of the Association, as herein provided and in courts of competent jurisdiction, to enforce all decisions of any or all of the Board of Directors, the Association and the Development Control Committee.

6.2 Development Control Committee.

(a) If appointed by the Board of Directors, the "Development Control Committee" (the "DCC") shall consist of at least one (1), but not more than three (3), person(s) two of which must be Lot or Tract Owners and shall have exclusive jurisdiction over all construction on any improvements on any or all of the Properties and any and all modifications, removals, replacements and additions thereto. The members of the DCC may be members of the Board of Directors, members of the Association, or other persons appointed by the Board of Directors in its sole discretion and shall serve for a term of two (2) years.

(b) The Board of Directors or, if (if applicable), the DCC in either case the "Reviewing Authority" shall have authority in reviewing plans and specifications to consider and make determinations only in connection with the applicant's compliance with the Impervious Cover Limitations established in this Declaration. Further, the Reviewing Authority shall have continuing authority to inspect work undertaken by the applicant in order to test the applicant's compliance with the Impervious Cover Limitations pursuant to plans and specifications improved in writing by Reviewing Authority.

6.3 Approval or Denial. Absent manifest error, clearly established by the party or parties complaining thereof, all actions of the Reviewing Authority in approving or rejecting any plans or specifications for any work in connection with any matter requiring the

approval and consent of the Association, the Board of Directors or the DCC (or any of them) shall be deemed correct.

ARTICLE VII Amendment of Declaration

This Declaration may be amended by the affirmative vote or written consent, or any combination thereof, of voting members holding at least sixty-seven percent (67%) of total votes of the membership in the Association as established (or then in effect pursuant to) in Section 3.3. Any amendment, to be effective, must be recorded in the Official Public Records of Real Property of Montgomery County, Texas. If an Owner consents to any amendment to this Declaration, it will be conclusively presumed that such Owner has the authority to do so, and no contrary provision in any mortgage or contract between such Owner and a third party will affect the validity of such Owner's consent. Notwithstanding the foregoing, no amendment of this Declaration shall reduce the square footage of impervious cover allowed on any Property without the written agreement to such reduction by the Owner of such Property.

ARTICLE VIII General Provisions

8.1 Term. These covenants, conditions, restrictions, easements, assessments, liens and conditions shall run with title to the lands encumbered hereby and shall be binding upon all parties and all persons claiming under them for a period of forty (40) years from the date this Declaration is recorded (in the Official Public Records of Real Property of Montgomery County, Texas) after which time this Declaration shall be automatically extended for successive periods of ten (10) years each, unless at the end of the 40 years, or at the end of any succeeding ten (10) year period thereafter, (a) an instrument signed and acknowledged by a majority of the then Owners of the Properties has been timely (i.e., before any automatic extension hereof) recorded agreeing to change or terminate this Declaration, and (b) the Owners of the Properties have provided other facilities acceptable to the Association and the City to replace the Private Subdivision Improvements. It shall be lawful for the Association or any Property Owner to prosecute proceedings at law or in equity against the person or persons violating or attempting to violate any covenant of this Declaration and to prevent such person or persons from doing so and to recover damages or other fines (set by the Board of Directors) for such violations. The Declarant, and each of the Owners, reserves the right to enforce these restrictions.

8.2 Severability. Invalidation of any one of these covenants by judgment or further court order of the covenants of this Declaration shall in no way affect any of the other provisions hereof.

8.3 Encumbrance on Properties. All and each of the Properties shall be held, sold, conveyed and occupied subject to the easements, restriction, covenants, terms and conditions of this instrument, all of which easements, restrictions, covenants, terms and conditions shall run with title to all and each of the Properties and shall be binding on all persons owning or claiming any right, title, or interest in or to any of the Properties, or any part thereof, and their heirs, personal representatives, successors or assigns, forever, and

shall inure to the benefit of each Owner of any Property, and each contract or deed which may hereafter be executed by any person with regard to any of the Properties or any portion thereof shall conclusively be held to have been executed, delivered, and accepted subject to the easements, restrictions, covenants, terms and conditions of this instrument.

8.4 Counterparts. To facilitate execution and delivery, this Declaration may be executed in as many counterparts as there are parties hereto, and it is not necessary that the signature of, or on behalf of, each party, or the signatures of all persons required to bind any party, appear on all counterparts of this Declaration. It shall be sufficient that the signature of, or on behalf of, each party, or that the signature of the persons required to bind any party, appear on one or more of the executed counterparts of this Declaration. All counterparts shall collectively constitute a single Declaration, and it shall not be necessary, in making proof of this Declaration, to account for more than the counterparts containing the respective signatures of, or on behalf of, all parties to this Declaration. Any signature page of any signed counterpart of this Declaration may be detached from said counterpart of this Declaration, without impairing the legal effect of any signature, acknowledgment or oath thereon, and may be attached to another counterpart of this Declaration, identical in form hereto, but having attached to it one or more additional signature pages for the parties hereto.

[SHORT PAGE]

EXECUTED as of this June 1, 2008, together with all exhibits herein referenced, each of which exhibits is attached hereto and made a part hereof, for all purposes, the same as if fully set forth herein.

EXECUTED as of this June 1, 2008, together with all exhibits herein referenced, each of which exhibits is attached hereto and made a part hereof, for all purposes, the same as if fully set forth herein.

RAYFORD PARK INVESTMENTS LP
A Texas Limited Partnership

By: Its Sole General Partner

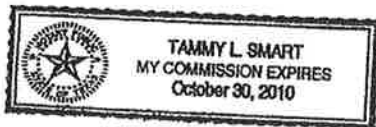
RAYFORD PARK MANAGEMENT LC
A Texas Limited Liability Company

By: [Signature]
OMERO L. DEL PAPA, III
President

STATE OF TEXAS §

COUNTY OF MONTGOMERY §

This instrument was acknowledged before me on the 24 day of July, 2008, by OMER L. DEL PAPA, III, the President of Rayford Park Investments LP, a Texas limited partnership, acting in the capacity therein stated on behalf of Rayford Park Investments LP and on behalf of said limited partnership.



[Signature]
NOTARY PUBLIC, STATE OF TEXAS

EXECUTED as of this 25 day of March, 2008, together with all exhibits herein referenced, each of which exhibits is attached hereto and made a part hereof, for all purposes, the same as if fully set forth herein.

TEXAN PROPERTIES, LTD.
A Texas Limited Partnership

By: Its Sole General Partner

Gregg Perkin
Authorized Officer

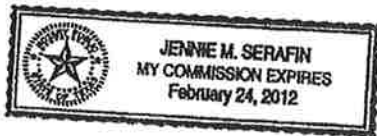
By: [Signature]
Name: Gregg Perkin
Title: Owner

STATE OF TEXAS §

COUNTY OF MONTGOMERY §

§ This instrument was acknowledged before me on the 25 day of March 2008, by Gregg Perkin, the owner of Texan Properties (a Texas _____ acting in its capacity as the general partner of TEXAN PROPERTIES, LTD., a Texas limited partnership) in the capacity therein stated and on behalf of said corporation acting on behalf of said limited partnership.

Jennie M. Serafin
NOTARY PUBLIC, STATE OF TEXAS



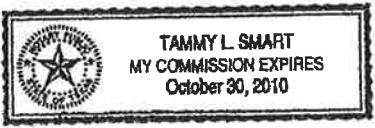
EXECUTED as of this 24th day of July, 2008, together with all exhibits herein referenced, each of which exhibits is attached hereto and made a part hereof, for all purposes, the same as if fully set forth herein.

CONROE LIGHTING & SUPPLY INC.
A Texas Corporation

By: [Signature]
Name: SARA OVAITT
Title: PRESIDENT

STATE OF TEXAS §
COUNTY OF MONTGOMERY §

This instrument was acknowledged before me on the 24 day of July, 2008, by SARA OVAITT, the PRESIDENT of CONROE LIGHTING & SUPPLY INC., a Texas corporation, and on behalf of said corporation.



[Signature]
NOTARY PUBLIC, STATE OF TEXAS

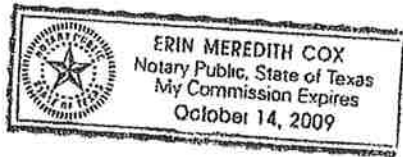
EXECUTED as of this 28th day of August, 2008, together with all exhibits herein referenced, each of which exhibits is attached hereto and made a part hereof, for all purposes, the same as if fully set forth herein.

HGT HOLDINGS, LLC.
a Texas Limited Liability Company

By: [Signature]
Name: Rob Turner
Title: MANAGER

STATE OF TEXAS §
COUNTY OF MONTGOMERY §

This instrument was acknowledged before me on the 28th day of August 2008, by Robert Turner, the Manager of HGT HOLDINGS, LLC, a Texas limited liability company, and on behalf of said limited liability company.



[Signature]
NOTARY PUBLIC, STATE OF TEXAS

EXECUTED as of this 18th day of April, 2009, together with all exhibits herein referenced, each of which exhibits is attached hereto and made a part hereof, for all purposes, the same as if fully set forth herein.

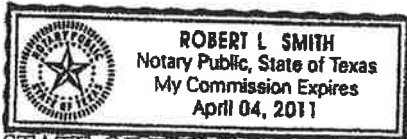
Andrea G. Webb
Andrea G. Webb

Edward R. Webb
Edward R. Webb

STATE OF TEXAS §

COUNTY OF MONTGOMERY §

This instrument was acknowledged before me on the 18th day of April, 2009, by Andrea G. Webb.

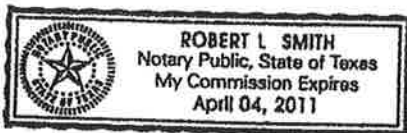


Robert L. Smith
NOTARY PUBLIC, STATE OF TEXAS

STATE OF TEXAS §

COUNTY OF MONTGOMERY §

This instrument was acknowledged before me on the 18th day of April, 2009, by Edward R. Webb.



Robert L. Smith
NOTARY PUBLIC, STATE OF TEXAS

EXECUTED as of this 28 day of August, 2008, together with all exhibits herein referenced, each of which exhibits is attached hereto and made a part hereof, for all purposes, the same as if fully set forth herein.

DEL PAPA VENTURES, LTD.
A Texas Limited Partnership

By Its General Partner

OMERO DEL PAPA, INC.
a Texas Corporation

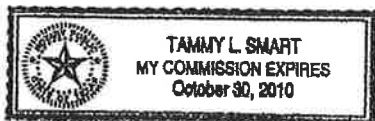
By: [Signature]
Name: Omero L. Del Papa, III
Title: President

STATE OF TEXAS §

COUNTY OF MONTGOMERY §

This instrument was acknowledged before me on the 28 day of August 2008, by Omero L. Del Papa, III, the President of Omero Del Papa, Inc. (a Texas Corporation acting in its capacity as the general partner of DEL PAPA VENTURES, LTD., a Texas limited partnership) in the capacity therein stated and on behalf of said corporation acting on behalf of said limited partnership.

[Signature]
NOTARY PUBLIC, STATE OF TEXAS



Schedule of Attachments:

Exhibit A – Field Note Description of Lot 1.

Exhibit B – Field Note Description of Lot 2.

Exhibit C – Field Note Description of Lot 3.

Exhibit D – Field Note Description of Lot 4.

Exhibit E – Field Note Description of Lot 5 (2.0867 acres).

Exhibit F – Field Note Description of Tract A (8.7876 acres)

Exhibit G – Field Notes of Sign Easement

EXHIBIT A
1.5000 Acres (out of 21.8816 Acres)
C.F. Baumlin Survey

METES AND BOUNDS DESCRIPTION

1.5000 ACRES (65,340 SQUARE FEET)
OUT OF A CALLED 21.8816 ACRES (963,164 SQUARE FEET)
REMAINDER OF A CALLED 21.8816 ACRE TRACT
C.F. BAUMLIN SURVEY, ABSTRACT 105
MONTGOMERY COUNTY, TEXAS

Being 1.5000 acres (65,340 square feet) of land, out of the remainder of a called 21.8816 acres, conveyed to Del Papa Ventures by Deed recorded under County Clerk's File Number (CCF) 2004-101014 of the Real Property Records of Montgomery County, Texas (RPR MCT); Said 1.5000 acre tract lying in the C.F. Baumlin Survey, Abstract 105 and being more particularly described by metes and bounds as follows:

COMMENCING at a found $\frac{3}{4}$ inch iron rod, in the Southwest right of way line of Rayford Road, making the most northerly East corner of said remainder tract and the North corner of a called 1.5014 acre tract conveyed to Texaco Pipeline Inc., by deed recorded under CCF 98 03564 RPR MCT;

THENCE South $52^{\circ}41'02''$ West along the Northwest line of said 1.5014 acre tract, along the Southeast line of said remainder tract and a proposed 70 foot wide road, a distance of 100.69 feet to a found $\frac{1}{2}$ inch iron rod, marking the West corner of said 1.5014 acre tract and the North corner of the herein described tract, also called the POINT OF BEGINNING;

THENCE South $33^{\circ}12'22''$ East, along the Southwest line of said 1.5014 are tract, a distance of 346.46 feet to a set $\frac{5}{8}$ inch iron rod for the East corner of the herein described tract;

THENCE South $58^{\circ}05'02''$ West, severing said remainder tract, a distance of 233.83 feet to a set $\frac{5}{8}$ inch iron rod in the Northeast line of said proposed road, for the South corner of the herein described tract;

THENCE North $26^{\circ}37'46''$ West, along said Northeast line of said proposed road, a distance of 221.35 feet to a set $\frac{5}{8}$ inch iron rod for the point of curvature;

THENCE Northerly, along a curve to the right, having an arch length of 66.29 feet, based on a radius of 64.98 feet, an included angle of $58^{\circ}26'57''$ and a chord bearing North $02^{\circ}35'42''$ East, a distance of 63.45 feet to a set $\frac{5}{8}$ inch iron rod for the West corner of the herein described tract;

THENCE North $34^{\circ}36'43''$ East, a distance of 185.00 feet to the POINT OF BEGINNING and containing a computed 1.5000 acres (63,340 square feet) of land.

EXHIBIT B
1.5000 Acres (out of Restricted Reserve "A")
John Williams Survey

METES AND BOUNDS DESCRIPTION
1.5000 ACRES (65,341 SQUARE FEET)
OUT OF RESTRICTED RESERVE "A"
RAYFORD BEND SOUTH
JOHN WILLIAMS SURVEY, ABSTRACT 641
MONTGOMERY COUNTY, TEXAS

Being 1.5000 acres (65,341 square feet) of land, out of Restricted Reserve "A," Rayford Bend South, a subdivision recorded in Cabinet Z, Sheet 635 of the Map Records of Montgomery County Texas (MR MCT); said 1.5000 acre tract lying in the John Williams Survey, Abstract 641 and being more particularly described by Metes and Bounds as follows:

COMMENCING at a found $\frac{3}{4}$ inch iron rod, in the Southwest right of way line of Rayford Road, marking the most northerly corner of said subdivision and the North corner of a called 1.5014 acre tract conveyed to Texaco Pipeline In., by deed recorded under CCF 9803564 RPR MCT;

THENCE South 49°17'58" West along the Northwest line of said 1.5014 acre tract, along the Southeast line of a 70 foot wide Private Access Easement, as recorded under CCF No. 20006-112364 of the OPRRP MCT, a distance of 100.69 feet to a found $\frac{1}{2}$ inch iron rod, marking the West corner of said 1.5014 acre tract and the Northerly corner of a 1.500 acre tract conveyed to Andrea Webb by deed recorded under CCF No. 2007-025077 of the OPRRP MCT;

THENCE South 36°35'26" East, along the Southwest line of said 1.5014 acre tract and Northeast line of said 1.500 acre tract, a distance of 346.46 feet to a set $\frac{5}{8}$ inch iron rod for the most Northerly corner of the herein described tract, also called the POINT OF BEGINNING;

THENCE South 36°35'26" East, a distance of 261.64 feet to a set $\frac{5}{8}$ inch iron rod for the most Easterly corner of the herein described tract;

THENCE South 54°19'30" West, a distance of 264.18 feet to a set $\frac{5}{8}$ inch iron rod for the most Southerly corner of the herein described tract, being the Northeast line of said Private Access Easement;

THENCE North 29°59'38" West, along said Private Access Easement, a distance of 264.44 feet to a set $\frac{5}{8}$ inch iron rod for the most Southerly corner of said 15.00 acre tract and the most Westerly corner of the herein described tract;

THENCE North 54°41'58" East, along the Southeasterly line of said 1.500 acre tract, a distance of 233.83 feet to the POINT OF BEGINNING and containing a computed 15.000 acres (64,341 square feet) of land.

EXHIBIT C
1.5006 Acres (out of Reserve "A")
John Williams Survey

METES AND BOUNDS DESCRIPTION
1.5006 ACRES (65,365 SQUARE FEET)
OUT OF A RESERVE "A"
RAYFORD BEND SOUTH
JOHN WILLIAMS SURVEY, ABSTRACT 641
MONTGOMERY COUNTY, TEXAS

Being 1.5006 acres (65,365 square feet) of land, out of Restricted Reserve "A," Rayford Bend South, a subdivision recorded in Cabinet Z, Sheet 635 of the Map Records of Montgomery County Texas (MR MCT); said 1.5000 acre tract lying in the John Williams Survey, Abstract 641 and being more particularly described by Metes and Bounds as follows:

COMMENCING at a found $\frac{3}{4}$ inch iron rod, in the Southwest right of way line of Rayford Road, marking the most northerly of said plat and the North corner of a called 1.5014 acre tract conveyed to Texaco Pipeline Inc., by deed recorded under CCF 9803564 RPR MCT;

THENCE South $49^{\circ}17'58''$ West along the Northwest line of said 1.5014 acre tract, along the Southeast line of said remainder tract and a 70 foot wide Private Access Easement, as recorded under CCF No. 2006-112364 of the OPRRP MCT, a distance of 100.69 feet to a found $\frac{1}{2}$ inch iron rod, marking the West corner of said 1.5014 acre tract and the North corner of the herein described tract and the most Northerly corner of a 1.500 acre tract conveyed to Andrea Webb by deed recorded under CCF No. 2007-025077 of the OPRRP MCT;

THENCE South $36^{\circ}35'26''$ East along the Southwest line of said 1.5014 acre tract and Northeast line of said 1.500 acre tract, a distance of 608.10 feet to a set $\frac{5}{8}$ inch iron rod for the most Northerly corner of the herein described tract, also called the POINT OF BEGINNING;

THENCE South $36^{\circ}35'26''$ East, a distance of 259.12 feet to a set $\frac{5}{8}$ inch iron rod for the most Easterly corner of the herein described tract;

THENCE South $53^{\circ}58'16''$ West, a distance of 215.31 feet to a set $\frac{5}{8}$ inch iron rod for the most Southerly corner of the herein described tract, being in the Northeast line of said Private Access Easement;

THENCE along said Private Access Easement, a curve to the left, having a radius of 70.00 feet, an included angle of $79^{\circ}31'25''$, a chord bearing North $51^{\circ}38'45''$ West, a distance of 83.79 feet, for an arc length of 69.83 feet to a set $\frac{5}{8}$ inch iron rod for a reverse point of curvature;

THENCE continuing along said Private Access Easement, a curve to the right, having a radius of 100.00 feet, an included angle of $58^{\circ}24'20''$, a chord bearing North $59^{\circ}12'27''$

EXHIBIT C
1.5006 Acres (out of Reserve "A")
John Williams Survey

West, a distance of 97.58 feet, for an arc length of 101.94 feet to a set 5/8 inch iron rod for a point of tangency;

THENCE North 29°59'39" West, along said Private Access Easement, a distance of 9084 feet to a set 5/8 inch iron rod for the most Westerly corner of the herein described tract;

THENCE North 54°19'30" East, a distance of 264.18 feet to the POINT OF BEGINNING and containing a computed 1.5006 acres (65,365 square feet) of land.