

2004-095363

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

This Declaration of Covenants, Restrictions, Easements, Assessments, Liens and Other Conditions (as this instrument may be hereafter supplemented, amended, extended or restated, the "Declaration") is made as of August 19, 2004 by CHAMPIONS GLEN UTILITY COMPANY, a Texas corporation (together with its successors and assigns as the "Declarant"), who is joined herein by DEL PAPA VENTURES, LTD., a Texas limited partnership and the owner of Parcel B-2 described in Exhibit B-2, and by MEYER & LEIGH HOMES, INC., a Texas corporation, and the owner of Parcel B-6 described in Exhibit B-6. The joinder in this Declaration by DEL PAPA VENTURES, LTD. and MEYER & LEIGH HOMES, INC. is for the sole purpose of subordinating Parcel B-2 and Parcel B-6 to the terms and conditions of this Declaration, and neither DEL PAPA VENTURES, LTD. nor MEYER & LEIGH HOMES, INC. are Declarant herein, and references herein to Declarant do not include, and powers granted or reserved herein to Declarant do not include DEL PAPA VENTURES, LTD. or MEYER & LEIGH HOMES, INC.

ARTICLE I.

RECITALS

1.01 Declarant owns certain real property, which property of Declarant together with the property owned by DEL PAPA VENTURES, LTD. (Parcel B-2) and the property owned by MEYER AND LEIGH HOMES, INC. (Parcel B-6), is referred to in this Declaration as the "Property." The Property is located in Montgomery County, Texas, and is described in Article III and in Exhibit A. Included in the Property are seven (7) parcels (said parcels being referred to in this Declaration, in the singular, as a "Parcel," and, in the plural, as "Parcels"), each of which Parcels is also further described in Article III and in Exhibits B-1 through B-7, of which Parcel B-2 is the property owned by DEL PAPA VENTURES, LTD. and Parcel B-6 is the property owned by MEYER AND LEIGH HOMES, INC. In addition to the Parcels, the Property also includes the "Common Area," sometimes referred to herein as the "Common Areas." The Common Area is all of the Property save and except for the Parcels.

1.02 In order to establish a general plan for maintaining the Property as currently developed and regulating its use, maintenance, restoration and ownership in the future, Declarant has established and hereby encumbers the Property with certain covenants, conditions, and restrictions on and subject to which all of the Property shall be held, improved and conveyed.

ARTICLE II.

GENERAL PROVISIONS

2.01 Establishment of Restrictions. Declarant hereby declares that the Property shall be held, sold and transferred, conveyed and occupied subject to the covenants, conditions, restrictions, easements, uses, privileges, charges and liens hereinafter set forth, all of which shall be binding on all parties having or acquiring any right, title and interest therein

and shall inure to the benefit of each Owner. Every deed and other instrument made with reference to the Property, or any part thereof, shall be subject to the terms of this Declaration whether or not such deed or other instrument refers to this Declaration.

2.02 Purpose of Restrictions. The purpose of this Declaration is (a) to protect the Declarant and the Owners of the Property against the improper development and use of the Property; (b) to prevent the erection within the Properties of improvements which are built or constructed of inferior or unsuitable materials; (c) to insure compatibility of design of Improvements within the Property; (d) to secure and maintain sufficient setbacks and space between buildings so as to create an aesthetically pleasing environment; (e) to provide proper landscaping and the maintenance thereof; and (f) in general to encourage construction of attractive, high quality, permanent Improvements that will promote the general welfare of all Owners and Occupants.

2.03 a. "Act" – the Texas General Arbitration Statute, as it may be amended from time to time.

b. "Agreed Rate" – that rate of interest which is equal to the lesser of (i) the maximum rate of interest not prohibited by applicable law, or (ii) from time to time that per annum rate of interest equal to one percent (1%) per annum more than the prime rate of interest charged from time to time for the same period by Texas Commerce Bank, National Association, Houston, Texas (or any successor thereto by purchase, merger or other reorganization) to its largest and best customers.

d. "Assessments" – are defined in Section 11.03 below.

e. "Association" – a corporation organized under the Texas Non-Profit Corporation Act, to be known as "The Woodpark Property Council of Owners, Inc." or by such other name as may be available at the time of its incorporation, formed for the purpose of maintaining the Common Area and Common Facilities, and for other purposes as herein provided.

f. "Bylaws" – the bylaws of the Association assigned by the Board of Directors of the Association (as hereafter supplemented, amended or restated). A copy of the initial Bylaws is attached as Exhibit C.

g. "Committee" – the Board of Directors of the Association sitting as the Architectural Control Committee as designated and constituted as provided in Article IV.

h. "Committee Members" – the members of the Board of Directors when acting as members of the Committee.

i. "Common Area Maintenance" – so defined in Section 9.01 A. below.

j. "Common Area Maintenance Assessment" – as defined in Section 11.01 C. below.

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k. "Common Area Maintenance Obligation" – as defined in Section 9.01 A. below.

l. "Common Facilities" – landscaping and other common facilities which may include lights, public and private streets, signs, artistic structures and the like) located on and within the Common Area, which are described in and shall be maintained pursuant to the provisions of this Declaration.

m. "Cost of Common Area Maintenance" – as defined in Section 11.01 B. below.

n. "Occupant" – any Person legally entitled to occupy and use any part or portion of a Parcel.

o. "Office Building Use" – use of a Parcel as the site of a building or group of buildings designed and occupied for general office purposes (which may include laboratory operations if, in the judgment of the Committee, such operations are not of the nature likely to result in the emission into the air, or discharge into the sewers, of pollutants to such extent as to pose a threat to the health or safety of Occupants).

p. "Other Costs" – as defined in Section 11.02 A. below.

q. "Owner" – (i) the record owner, whether one or more Persons, of the fee simple title to any portion of the Properties (unless such portion is subject to a Ground Lease), or (ii) if such portion of the Properties is subject to a Ground Lease, the Ground Lessee, whether one or more Persons, of such portion of the Properties; but, notwithstanding any applicable theory of mortgage, not a mortgagee unless and until such mortgagee has acquired title to the fee or leasehold estate in a Parcel pursuant to foreclosure or a deed or any proceeding in lieu of foreclosure.

r. "Owner's Maintenance Obligation" – as defined in Section 8.01 A. below.

s. "Parcel Deed" – each deed or ground lease originated by the Declarant and conveying fee title to or ground leasing a Parcel to a Person. With respect to Parcel B-2, the Parcel Deed is that certain correction deed recorded in the Official Public Records of Real Property of Montgomery County Clerk's Instrument File No. 2004-095359. With respect to Parcel B-6, the Parcel Deed is that certain correction deed recorded in the Official Public Records of Real Property of Montgomery County Clerk's Instrument File No. 2004-095360.

t. "Percentage Interest" – with respect to each Parcel, the Percentage Interest is calculated by dividing the total area (using total square feet) in such Parcel by the total area in all Parcels (also using total square feet). Voting rights as members of the Association are based on Percentage Interest. Initially, the Percentage Interest for, and the number of votes as members of the Association are allocated to the Owners of, each of Parcels B-1 through B-7 as follows:

(i)	Parcel B-1	11%	Number of Member votes: 11
(ii)	Parcel B-2	18%	Number of Member votes: 18
(iii)	Parcel B-3	11%	Number of Member votes: 11
(iv)	Parcel B-4	18%	Number of Member votes: 18
(v)	Parcel B-5	12%	Number of Member votes: 12
(vi)	Parcel B-6	12%	Number of Member votes: 12
(vii)	Parcel B-7	18%	Number of Member votes: 18

Total Percentage Interest    100%    Total Member votes:    100

u.    "Person" – a natural person, firm, corporation, partnership or other legal entity, public or private.

v.    "Property" – the real properties described in Section 3.01 and Exhibit A.

w.    "Rules" – rules and regulations governing the use of the property, the parcels, the common area and common area facilities as established (and thereafter supplemented, amended or restated), from time to time, by the Board of Directors of the Association pursuant to Section 6.07.

x.    "Signage Plan" – as defined in Section 7.02 below.

### ARTICLE III.

#### PROPERTY SUBJECT TO THIS DECLARATION

3.01    Description of Properties. The real properties which are, and shall be, held, transferred, sold, conveyed, and occupied subject to this Declaration are described as follows:

Tract One: That certain 4.8998 acres (more or less) of land being (a) 5.1898 acres out of and part of Block 3, Reserve "C," of the Borough Park Subdivision created by plat recorded in Cabinet C, Sheet 116B, of the Map Records of Montgomery County, Texas, said 5.1898 acres being described by field notes in Exhibit A, (b) SAVE and EXCEPT, the 0.290 acre tract of land situation in the Charles Eisterwall Survey, Abstract No. 191, Montgomery County, Texas, said 0.290 acres being described by field notes in Exhibit A attached hereto and by this reference made a part hereof.

Tract Two: Those two certain easements created by (a) deed dated January 15, 1998, from Declarant to Advantage Home Mortgage Corp. recorded in the Official Public Records of Real Property in Montgomery County, Texas, under the Montgomery County Clerk's Instrument File No. 9805172 and (b) by deed dated April 28, 1998, from Declarant to John R. Lewis recorded in the Official Public Records of Real Property in Montgomery County, Texas, under the Montgomery County Clerk's Instrument File No. 9830443, as recast in that certain Agreement to Amend

and Recast Two Existing Parking Easements and to Grant an Easement dated June 16, 1998, and recorded in the Official Public Records of Real Property in Montgomery County, Texas, under the Montgomery County Clerk's Instrument File No. 9844223, as amended by Agreement Amending Previously Recast Easements executed July 16, 1999, by Borough Park Developers, Ltd. and on July 20, 1999, by Champions Glen Utility Company and recorded in the Official Public Records of Real Property in Montgomery County, Texas, under the Montgomery County Clerk's Instrument File No. 99060132.

Tract One includes within its boundaries the seven parcels referenced in Section 1.01, which are further described and identified in field notes in Exhibits B-1 through B-7, as follows:

Parcel B-1. The 0.1536 acre parcel described by field notes in Exhibit B-1.

Parcel B-2. The 0.2586 acre parcel described by field notes in Exhibit B-2.

Parcel B-3. The 0.1536 acre parcel described by field notes in Exhibit B-3.

Parcel B-4. The 0.2582 acre parcel described by field notes in Exhibit B-4.

Parcel B-5. The 0.1660 acre parcel described by field notes in Exhibit B-5.

Parcel B-6. The 0.1660 acre parcel described by field notes in Exhibit B-6.

Parcel B-7. The 0.2583 acre parcel described by field notes in Exhibit B-7.

3.02 Mineral Exception and Surface Waiver. There is hereby excepted from the Property, and are hereby reserved for Declarant and Declarant's successors and assigns, all oil, gas and other minerals in, on and under the Property which have not been previously reserved, but Declarant (a) hereby waives, and will confirm such waiver in each Parcel Deed, Declarant's right to use the surface of the Properties for exploration for, or development or production of oil, gas and other minerals, and (b) agrees for itself, its successors and assigns [including, without limitation, any lessee(s) of all or any portion of the mineral estate of the Property] that no portion of any well shall be drilled under and/or through the Property at a depth of less than two hundred (200) feet, or bottomed or completed under the Property at a depth of less than two thousand (2,000) feet, in each instance as measured vertically from the surface of the Property.

3.03 Existing Easements and Proposed Plat. Heretofore other parties, by recorded instruments, have restricted, encumbered and imposed conditions on the Property and have granted easements for utilities and utility facilities over and across portions of the Property as provided in instruments recorded in the Official Public Records of Real Property of Montgomery County, Texas. Declarant acquired the Property subject to a plat recorded in Cabinet C, Drawer 116B, of the Map and Plat Records of Montgomery County, Texas. All dedications, limitations, reservations and restrictions established by and shown on such recorded instruments and the plat, and all easements heretofore granted over, along and

across the Property that are evidenced by instruments recorded in the Official Public Records of Montgomery County, Texas, to the extent they (or each of them) are valid and existing burdens on the Property, are incorporated herein by reference and made a part hereof for all purposes. Any reference, caption or provision which may be contained in or appear on the face of the plat indicating that any portion of the Property is "unrestricted" shall not in any manner operate or be construed to negate or affect in any manner the applicability of (a) this Declaration (or any provision hereof) to the Property, or (b) other conditions previously imposed on the Property by Declarant or Declarant's predecessors in title to the Property.

#### ARTICLE IV.

##### THE COMMITTEE

4.01 Composition. The Committee shall have three (3) members, together with each of their respective successors as provided for herein, called the "Committee Members". Each member of the Board of Directors of the Association shall also be a member of the Committee, and when acting in said capacity are Committee Members. The initial members of the Board of Directors are William C. Leigh, of Montgomery County, Texas, Omero L. Del Papa, III, of Montgomery County, Texas and Sharon C. Leigh, of Montgomery County, Texas.

4.02 Function. The Committee shall provide the functions provided for and consistent with the provisions of this Declaration.

4.03 Powers. The Committee shall have and exercise the powers and rights provided for in and consistent with the provisions of this Declaration. Each Committee Member shall have one (1) vote. Except in those instances in this Declaration where the unanimous action of all Committee Members is required for the Committee to make a decision or take an action, no action shall be taken on any decisions made by the Committee except with the concurrence of not less than two (2) Committee Members. Each Committee Member shall be entitled to receive (but may waive) not less than five (5) days written notice of each meeting of the Committee and of each action proposed to be taken and decision proposed to be made (whether or not at a meeting). The Committee may adopt such Bylaws to govern the performance of its functions under this Declaration as the Committee Members may deem appropriate, provided that no provision of such Bylaws shall be contrary to any provision of this Declaration.

#### ARTICLE V.

##### REGULATION OF USES

5.01 Permitted Uses – Common Areas. The only permitted uses for the Common Areas are reconstruction, construction, replacement, operation, use, maintenance, repair, renewal, reconstruction and replacement of the Common Facilities for the common use and benefit of the Owners and Occupants.

5.02 Permitted Uses – Parcels A Through I. Uses permitted on Parcels A through I are Office Building Use and other uses permitted by the Committee pursuant to Section 5.04. In the absence of a specific restriction herein to the contrary, written approval by the Committee of a particular use shall be conclusive evidence of compliance with the intent of this Declaration as to a use of a Parcel (or portion thereof) expressly approved by the Committee.

5.03 Prohibited Uses -- Notwithstanding anything to the contrary herein, no Parcel or part of a Parcel shall be used for any purpose which is offensive by reason of odor, fumes, dust, smoke, noise or pollution, or which shall increase the danger to the Project or adjoining property. Any purpose which is calculated to injure, or may injure, the reputation of the Project, or which may be or become a nuisance on the Project in violation of the laws of the United States or the State of Texas, or any subdivision thereof, is not permitted in the Project. No restaurant, gasoline service station, motel or other retailing use will be permitted except at such sites or locations, if any, as the Board of Directors, in the exercise of its sole discretion, shall first approve in writing.

5.04 Other Uses. Uses which are neither specifically prohibited nor specifically authorized by this Declaration may be permitted in specific cases where a Proposed Use Plan describing such proposed use, in such detail as the Committee may request reasonably, is submitted to and approved in writing by the Committee. Approval or disapproval of any such Proposed Use Plan shall be based upon the effect of such use on other portions of the Property and upon the Occupants thereof. If the Committee fails either to approve or to disapprove any such Proposed Use Plan within thirty (30) days after such Plan has been submitted to it, it shall be conclusively presumed that the Committee has disapproved such proposed use.

5.05 Restricted Parking. All parking in the Common Areas is restricted to Owners, Occupants, and their respective lessees, sub-lessees, invitees, guests, licensees and patrons. Subject to the provisions of Section 11.05, the Committee may, from time to time, establish areas of existing parking spaces where parking will be restricted for use with a specific Parcel ("Restricted Parking Areas") by the Owner of such Parcel and such Owner's Occupants and their respective lessees, sub-lessees, invitees, guests, licensees and patrons. Each Restricted Parking Area created by the Committee shall be identified by a sign, the design, size, and copy for which shall be as prescribed by the Committee, shall be made at the expense of the owner of the Parcel which enjoys the use of the Restricted Parking Area and shall be posted and maintained, in places specified by the Committee, by the Owner of such Parcel. In creating a Restricted Parking Area, the Committee shall commit no more than one parking space for every 1,500 square feet of area, or fraction thereof, in the Parcel or Parcels enjoying the benefit thereof.

5.06 Parking Enforcement Plan. The Association shall have the authority to enforce all limitations on use of Restricted Parking Areas, without liability to any Parcel Owner for the Association's failure to do so. Such enforcement shall be in accordance with applicable law and pursuant to a plan for enforcement of parking in Restricted Parking Areas adopted by the Board of Directors (the "Parking Enforcement Plan"). All enforcement actions by the Association in connection with the Parking Enforcement Plan shall be undertaken at the cost and expense of the Parcel Owner requesting same, and if the

Association fails or refuses to enforce the Parking Enforcement Plan with respect to one or more Restricted Parking Areas, the Owner of the Parcel which enjoys a Restricted Parking Area may enforce parking limitations in a given Restricted Parking Area but only in compliance with the Parking Enforcement Plan and at the cost and expense of such Parcel Owner. In any action or undertaking by a Parcel Owner to enforce the Parking Enforcement Plan shall be taken in the Parcel Owner's name and without reference to the Association, the Declarant, or any other Person.

5.07. Property Restrictions.

(a) No portion of the Property shall be used for any residential use or for any of the following purposes: theater, auditorium, sports or other entertainment viewing facility (whether live, film, audio/visual or video); restaurant or other food sales or services facility; bowling alley; skating rink.

(b) No portion of the Property shall be used for any of the purposes described in Section 5.07(c) or following purposes: a surplus store; gun range; the sale of guns; car wash facility or gasoline station; a warehouse; an animal kennel; theater, auditorium, sports or other entertainment viewing facility (whether live, film, audio/visual or video); bowling alley; skating rink; business office usage (defined as any office that does not provide services directly to a consumer) other than incidental to or in connection with non-prohibited uses; 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 or commercial customer for a profit); cemetery; mortuary; any establishment engaged in the business of selling, exhibiting or delivering pornographic or obscene materials; a so-called "head shop"; off-track betting parlor; junk yard; recycling facility or stockyard; motor vehicle or boat dealership, repair shop (including lubrication and/or service center) that stores vehicles outdoors overnight, body and fender shop, or motor vehicle or boat storage facility; a mini-storage or self-storage facility; a laundromat or dry-cleaning facility; a bar, tavern or cocktail lounge; a discotheque, dance hall, comedy club, night club or adult entertainment facility; billiard or pool hall; massage parlor (but this restriction shall not prohibit uses involving massage therapy conducted by licensed Persons providing medical or health services in a manner approved by the Committee); game parlor or video arcade [which shall be defined as a store any electronic games for use by customers or the public for a fee]; a beauty school, barber college, reading room, place of instruction or any other operation catering primarily to students or trainees and not to customers (but shall specifically not prohibit training activities which is incidental to a primary office or commercial purpose); industrial, residential or manufacturing uses.

(c) No portion of the Common Areas shall be used for activities supporting the purposes described in Section 5.07(b) or the following training activities: traveling carnivals, fairs, auctions, shows, kiosks, booths for the sale of fireworks, sales by transient merchants utilizing vehicles or booths and other promotions of any nature. Except as otherwise permitted in this Declaration, in the event that unauthorized Persons, including without limitation tenants or invitees of tenants occupying Buildings now or at any future time located in the Property, utilize the parking area for other than temporary parking by customers while conducting business in the Property, Declarant may, at such party's expense, take whatever action as shall be necessary to prevent any unauthorized use.



(d) No portion of the Property shall be used for a business or use which creates strong, unusual or offensive odors, fumes, dust or vapors; emits noise or sounds which are objectionable due to intermittence, beat, frequency, shrillness or loudness; creates unusual fire, explosive or other hazards, or materially increases the rate of insurance for any other Parcel, Owner or Occupant.

(e) No portion of the Common Area shall be used for the sale, storage or display of merchandise.

(f) For purposes of this Declaration, Persons who are engaging in the following activities in any portion of the Property will not be considered to be Permittees under this Declaration: (i) exhibiting any placard, sign, or notice advertising a business; (ii) distributing any circular, handbill, placard, or booklet promoting a business; (iii) soliciting memberships or contributions for a business; (iv) parading, picketing, or demonstrating; and (v) failing to follow regulations relating to the use of the Property.

(g) This Declaration is not intended to, and does not, create or impose any obligation on a Person to operate, continuously operate, or cause to be operated a business or any particular business in the Property or on any Parcel.

5.08. Hazardous Materials:

(a) No Owner, nor its agents, employees, contractors or invitees shall cause or permit any Hazardous Materials (as defined hereinbelow) to be brought, kept, leaked, leached or used in or about such Owner's Parcel(s) or the Property in violation of any Laws. As used herein, the term "Laws" means any applicable federal, state, or local laws, ordinances, or regulation relating to any Hazardous Materials affecting the Property. Each Owner hereby indemnifies each other Owner from and against any breach of the obligations stated in the preceding sentence, and agrees to defend and hold the non-breaching Owner harmless from and against any and all loss, damage, cost and/or expenses (including, without limitation, diminution in value of the non-breaching Owner's Parcel(s), damages for the loss or restriction on use of usable space or of any amenity of such Parcel(s), and sums paid in settlement of claims, attorneys' fees, consultants' fees, and experts' fees) which arise as a result of such breach. This indemnification includes, without limitation, costs incurred in connection with any investigation of site conditions or any cleanup, remedial, removal, or restoration work required by any federal, state, or local governmental agency or political subdivision because of Hazardous Materials present in the soil or ground water on or under any Parcel(s) within the Property which results from such a breach. Without limiting the foregoing, if the presence of any Hazardous Materials in any of the Parcel(s) within the Property results in any contamination of any portion of the Property, the Owner that caused or permitted the presence of such Hazardous Materials shall promptly take all actions at its sole expense as are necessary to return all affected portions of the Property to the condition existing prior to the introduction of such Hazardous Materials; provided that such breaching Owner shall first obtain the approval of the Consenting Owners for such actions and the contractors to be used in connection therewith.

(b) As used herein, the term "Hazardous Materials" means any hazardous or toxic substance, material, or waste which is or becomes regulated by any local

governmental authority or the United States Government. The term "Hazardous Materials" includes, without limitation, any material or substance which is (i) defined as a "hazardous waste", "extremely hazardous waste", or "restricted hazardous waste" or similar term under the law of the jurisdiction where the property is located, or (ii) designated as a "hazardous substance" pursuant to Section 311 of the Federal Water Pollution Control Act (33 U.S.C. § 1317), (iii) defined as a "hazardous waste" pursuant to Section 1004 of the Federal Resource Conservation and Recovery Act, 47 U.S.S. § 6901 et seq. (42 U.S.C. § 6903), or (iv) defined as a "hazardous substance" pursuant to Section 101 of the Comprehensive Environmental Response, Compensation and Liability Act, 42 U.S.C. § 9601 et seq. (42 U.S.C. § 9601).

## VI.

## REGULATION OF IMPROVEMENTS

6.01 General. No Improvement shall be rebuilt, constructed, erected, placed, altered, maintained or permitted on any Parcel unless it complies with the provisions of this Article VI and is approved by the Committee in the manner provided in Article VII.

6.02 Buildings. One single story building shall be allowed on each Parcel "as built" on the ground as of the recording of this Declaration in the Official Public Records of Real Property of Montgomery County, Texas. Subject to the requirements of this Declaration, and in particular Section 7.02, any existing Building may be rebuilt, replaced, modified or otherwise improved so long as the requirements of the Declaration are satisfied.

6.03 Design. Any replacement, modification, reconstruction, or other improvement to an existing Building shall be a single story building matching the footprint of the existing Building on said Parcel and shall be compatible and in harmony with all other existing Buildings and Improvements.

6.04 Signs.

A. Any sign erected in violation of this Declaration shall be removed within five (5) days of receipt of written notice from the Association demanding such removal. If the owner of the Parcel on which such sign is located fails to remove such sign within such five (5) day period, the Association shall have the right (but not the obligation) to enter upon the Parcel and remove such sign or signs. The costs of such removal shall be assessed against and paid by such Owner as Owner's Maintenance in the manner provided in Section 8.02.

B. The building on a Parcel shall be permitted just one (1) sign on the building facade. Additional facade signs on a building may only be authorized by the Committee. No pylon or roof mounted signs shall be permitted on any Parcel. Unless the Committee shall give its prior written approval of identification of more than one business, product or building name, the sign on any Building shall identify the name only of the business or product of one Occupant of a Parcel or the name of the building located on the Parcel. No advertising signs of any kind, nature or description shall be permitted. No flashing, moving, hanging, painted, rooftop or paper signs shall be permitted. All banners and streamers of every kind, nature or description are prohibited. All signs, if illuminated, shall be backlit in such manner so as not to create an unsightly appearance. All signs shall be no greater in size

than is sufficient to be readily legible to moving vehicular traffic from the street which they face. In addition to the foregoing signs, an Owner shall erect necessary traffic, directional and warning signs of size and character appropriate for such purposes.

C. Temporary signs shall be permitted during any construction work as a Parcel and when a Parcel is offered for sale or lease provided that the Owner first secures the written approval of the Committee and provided further that such approval shall not extend for more than a reasonable period of time and on all events for no period in excess of two (2) years.

6.05 Fences. No fence shall be constructed or maintained on any Parcel.

6.06 Vehicular Parking Provisions. All parking and storage of motor vehicles shall be permitted only in areas designated for such purposes. No Parking of motor vehicles shall be permitted in landscaped areas, driveways or walkways.

6.07 Association Rules. The Board of Directors of the Association may, from time to time, establish (and thereafter supplement, amend, or restate) rules and regulations governing the use of the Property, Parcels, the Common Area and Common Area Facilities.

VII.

MANNER OF CONTROL OF IMPROVEMENTS

7.01 Control of Improvements. No Improvement shall be rebuilt, remodeled, constructed, erected, placed, altered, maintained or permitted on any Parcel without the prior approval by the Committee of the Plans (as defined below) therefor, obtained in the manner hereinafter set forth. Approvals under this Article VII shall be granted by the Committee if the Plans do not violate any provision of this Declaration.

7.02 Submissions to Committee. To secure the approval (the "Final Approval") of the Committee required in Section 7.01, an Owner shall deliver to the Committee in form and substance reasonably satisfactory to the Committee the number of complete sets hereinafter set forth of:

(i) Drawings and detail of all exterior surfaces, showing elevations, and including the color, quality and type of exterior construction materials (collectively, the "Exterior Plan");

(ii) The type, style, size and candle power of all outdoor lighting fixtures (the "Lighting Plan");

(iii) Drawings and design specifications of all proposed exterior signs or graphics including the colors thereof and the quality and type of materials to be used and the manner of illumination (collectively, the "Signage Plan"); and

(iv) All such other information as may be reasonably required which will enable the Committee to determine the location, scale, design, character, style and appearance of such Owner's intended Improvements.

All of the foregoing (collectively), as originally submitted and as revised and resubmitted, the "Plans") shall conform to the applicable provisions of this Declaration, and all Plans for reconstruction or replacement of existing Buildings shall conform to the same footprint, architectural themes, and color schemes of Building to be replaced and the other Buildings on the Project.

The Owner shall supply four (4) sets or items (i) and (ii), and three (3) sets of all other required items.

7.03 Design Concept Approval. An owner may obtain preliminary approval (the "Design Concept Approval") by the Committee of such Owner's design concept for the reconstruction, remodeling or other work on the Improvements by submitting to the Committee the number of sets required in Section 7.02 of a Design Development Plan. The Design Concept Approval, if given, shall embrace only the elements on the Design Development Plan and, except as provided in Section 7.04, no construction of the Improvements contemplated by the Design Development Plan shall be commenced until the Plans for such Improvements are approved as provided for in this Article VII. When the Plans for such Improvements are submitted to the Committee, the elements of the Plans which correspond to the Design Development Plan previously approved in the Design Concept Approval shall be approved by the Committee unless such corresponding elements of the Plans reflect a material departure from the Design Development Plan.

7.04 Time for Review of Plans. Within thirty (30) days after the Owner has served written notice upon the Committee that it desires to obtain Design Concept Approval or Final Approval (as applicable) and has submitted to the Committee the Design Development Plan or the Plans (as applicable, and in either case, the "Submitted Plans"), the Committee shall notify Owner in writing whether the Submitted Plans are approved or disapproved. The Committee shall approve the Submitted Plans if such Submitted Plans do not violate this Declaration. Any such disapproval shall set forth the specific reason or reasons for such disapproval. Should the Committee fail to approve or disapprove the Submitted plans in writing within such thirty (30) day period, then approval of the Committee shall be conclusively presumed to have been granted; provided, however, that such presumption shall not be deemed to be a waiver of the applicable provisions of Article VI or, if the Submitted Plans deemed to have been approved consist of less than all of the Plans, Final Approval shall not be deemed to have been granted. If Final Approval is being sought, no construction of the Improvements provided for in the Submitted Plans shall be commenced until the expiration of the aforementioned thirty (30) day period or the receipt of the Committee's written approval of the Plans for such Improvements, whichever shall first occur. The Committee, by unanimous vote only, may (i) defer the submission to it of the Lighting Plan or the Signage Plan (as applicable, the "Deferred Plans") to such point in time as it may determine, but in no event later than substantial completion of the Improvements to which such Deferred Plans relate, and (ii) permit commencement of construction of such Improvements upon approval by the Committee of only the other elements of the Plans (but such approval shall never embrace less than the Design

Development Plan and the Exterior Plan). If the Committee does elect to so defer submissions to it of elements of Plans for Improvements, the Committee may condition such deferral on such agreements and undertakings (the "Deferral Agreement") of the Owner requesting such deferral as the Committee in its discretion deems necessary or appropriate to insure the timely submission, approval and implementation of the Deferred Plans for such Improvements. Any default by an Owner under the terms of any of the Deferral Agreements shall be deemed to be a breach of or failure to observe these Protective Covenants and, in addition to all other remedies and recourses, the Association (and each other Owner) shall have each and all of the rights, remedies and recourses set forth in Section 12.03 hereof.

7.05 Time for Review of Revised Plans. If the Committee shall disapprove any part of the Submitted Plans, the Owner may revise the Submitted Plan to incorporate such changes and any deliver the required number of complete sets of revised Submitted Plans to the Committee and the Committee shall have fifteen (15) days within which to review such revised Submitted Plans to determine Owner's compliance with the Committee's requires changes. Should the Committee fail to advise Owner in writing of whether or not the revised Submitted Plans are in compliance with the suggested changes within the fifteen (15) day period, then the Committee's approval shall be conclusively presumed to have been granted, subject to the conditions provided for in Section 7.04 applicable to such presumption.

7.06 Changes in Approved Plans. Owner shall secure the approval of the Committee to any material change or revision in approved Plans in the manner provided in this Article for the approval of Plans, but no change or revision in approved Plans shall be contrary to provision of Section 7.02. The Committee shall endeavor to review such changes or revisions within a shorter period of time than the thirty (30) day period provided in Section 7.04, but shall not be required to do so.

## ARTICLE VIII.

### PARCEL MAINTENANCE

#### 8.01 Owner's Maintenance.

A. Each Owner shall at all times be obligated ("Owner's Maintenance and Obligation") to maintain, repair, replace and renew or cause to be maintained, repaired, replaced or renewed all Improvements on its Parcel (and the area between the boundary lines of each Owner's Parcel and adjacent street if such area is not otherwise maintained), so as to keep the same in a clean, sightly, safe and first-class condition consistent with its original intended appearance. Owner's Maintenance Obligation shall include, but not be limited to: the maintenance of all visible exterior surfaces of all buildings and other Improvements; the prompt removal of all paper, debris, and refuse from all areas of its Parcel; each Owner shall remove all snow and ice from sidewalks and porches (whether or not such sidewalks and porches are located in Common Areas) adjacent to such owner's Parcel; the repair, replacement, cleaning and relamping of all signs and lighting fixtures; and, during construction work, or replacement, of Improvements on a Parcel, consistent cleaning

of dirt, construction debris and other construction related refuse from such Parcel and all Common Areas (including the portions of IH 45 right-of-way and Briar Rock Road right-of-way which abut the Property) and storm drains and inlets.

B. If any Improvement is damaged or destroyed, the Owner shall diligently proceed to restore such Improvement to the condition existing prior to such damage or destruction or, in the alternative, raze and remove such Improvement as provided in Article VII.

C. In the event an Owner does not commence construction of Improvements within ninety (90) days of the date of damage, destruction or removal, the Owner shall landscape his Parcel with no less than an appropriate ground cover, such as grass or sod, and thereafter maintain such ground cover in a clean, neat and safe condition, keeping same free of weeds and mowed until the commencement of construction of such Improvements. The aforesaid ninety (90) day period may be extended with the written approval of the Committee.

8.02 Association's Rights to Perform Owner's Maintenance. If the Owner shall fail to perform Owner's Maintenance Obligation as aforesaid, the Association may give written notice to the Owner specifying the manner in which the Owner has failed to so perform. If such failure has not been corrected within ten (10) days after such notice, of if such work, if it cannot be completed within such ten (10) day period, has not been commenced within such period and thereafter diligently prosecuted to completion, the Association may enter upon the Parcel and perform such work. The Association by reason of its performing such work shall not be liable or responsible to the Owner for any losses or damage thereby sustained by the Owner or anyone claiming by or under the Owner except for gross negligence or wanton acts. The cost of such work shall be assessed against and paid by the Owner within thirty (30) days of the date the Association renders a statement therefor, which statement shall specify the details of the work performed by the Association and the costs thereof. Such statement may include, at the option of the Association, a charge of ten percent (10%) of the direct costs thereof to help defray the Association's administrative expenses connected with performing such work. The provisions of Sections 11.03, 11.05 and 11.06 shall apply to the aforesaid assessment.

## ARTICLE IX.

### COMMON AREA MAINTENANCE

#### 9.01 Association's Maintenance Obligations.

A. The Association shall be obligated (the "Common Area Maintenance Obligation") to maintain, repair, replace and renew or cause to be maintained, repaired, replaced or renewed the Common Area and the Common Facilities in a clean, sightly, safe and first-class condition ("Common Area Maintenance"). Maintenance, to the extent not performed by a governmental authority or an Owner, shall include (i) the repair, replacement, renewal and cleaning of all exterior lighting that is not affixed to a Building on a Parcel, signs, entrance monuments and markers, traffic control signals and signs; (ii) the mowing, watering, fertilizing, weeding, replanting and replace of landscaping; and (iii) the

maintenance of liability and casualty insurance on and with respect to, and the payment of ad valorem taxes assessed on the Common Area and Common Facilities. Notwithstanding the foregoing, maintenance of the land within a public utility easements shall be for the purpose of keeping such land in a clean and sightly condition.

B. The Association may engage, as an independent contractor, any responsible Person it may select, to perform on behalf and as agent of the Association, the following functions:

- (i) the Common Area Maintenance;
- (ii) the calculation of the Cost of Common Area Maintenance;
- (iii) the calculation and rendition to the Participating Owners of statements for the Common Area Maintenance Assessments;
- (iv) the collection of the Common Area Maintenance Assessments and the disbursement thereof to pay the Cost of Common Area Maintenance; and
- (v) all other general duties and responsibilities fairly related to the foregoing functions and the duties and responsibilities of the Association set forth in Articles IX and XI of this Declaration.

9.02 Easements for Common Area Maintenance. Perpetual non-exclusive easements for ingress and egress over, under, across, in and upon the Property are hereby declared, created and reserved by the Declarant for the benefit and use of the Association, its successors and assigns, agents and employees, to provide reasonable access to Common Areas and to enter upon the Property for the purposes of performing the Common Area Maintenance required under Section 9.01.

9.03 Transfer of Common Areas to Association. Declarant may at any time and from time to time convey to the Association all or any part of its right, title and interest to the Common Areas.

9.04 Common Area Dedication. Notwithstanding anything contained in this Declaration to the contrary, the Declarant, and the Association upon its succeeding to Declarant's rights, shall have the right, power and authority to dedicate to any public or quasi-public authority water lines, sanitary sewer systems, storm water facilities and streets situated in the Common Area. Such dedication and acceptance thereof shall not in and of itself relieve the Association from the obligation of Maintenance of the land and facilities located within dedicated areas, nor relieve the owners of the obligation to participate in the payment of the cost of such maintenance as herein provided.

ARTICLE X.

ASSOCIATION

10.01 Incorporation. The Declarant shall incorporate the Association promptly after the effective date of this Declaration.

10.02 Membership. Each Owner shall be a member of the Association. Membership shall be appurtenant to and may not be separate from the ownership of a Parcel. An Owner may assign its rights or obligations hereunder to an Occupant; provided, however, that no such assignment shall relieve or release such Owner from his obligations under this declaration, or his parcel from the effect of this Declaration.

10.03 Voting Rights.

A. Each Owner shall have and be entitled to cast the number of votes allocated to such Owner's Parcel in Section 2.03, Subparagraph *t*, in all matters in which a vote of the membership of the Association is required or taken.

B. The Association shall adopt Bylaws specifying membership voting rights that conform to Paragraph A. above, as a required vote to approve any proposition voted on by the Members.

10.04 Board of Director: Powers and Duties. The Association shall have a Board of Directors (the "Board" or "Board of Directors") composed of three (3) members, which need not be Owners (but if not Owners, which must be employees or agents of Owners). The Bylaws of the Association shall specify the procedure for nomination and election of and the terms to be served by the respective members of the Board. The Board shall exercise the powers and duties of the Association for the benefit of the Property and the Owners and shall pay the costs required to be paid from assessments levied as herein set forth.

10.05 Association's Common Area Maintenance Obligations. The Association shall perform the Common Area Maintenance as set forth in Article IX.

10.06 Additional Powers. The Association, to the extent the board deems appropriate for Association Purposes, shall have the power to own real and personal property, to open bank accounts, to enforce this Declaration as herein provided, to obtain policy or policies of insurance insuring the Association and its members, to contract for legal, accounting and other professional services, to borrow funds, to employ employees directly or through an operator, and to otherwise do that which it believes necessary to protect or defend the Common Area and Common Facilities, the Association and the Property from loss or damage by suit or otherwise.

10.07 Ownership of Common Areas. The Association shall acquire from Declarant, and thereafter hold for the benefit of Parcels A through I and all Owner thereof, the Common Areas.



## ARTICLE XI.

## ASSESSMENTS LEVIED BY THE ASSOCIATION

11.01 Owner's Participation in Cost of Common Area Maintenance.

A. The Cost of Common Area Maintenance shall be borne by the Participating Owners, in the ratio of their respective Percentage Interests, and each Participating Owner shall pay to the Association its proportionate share of the Cost of Common Area Maintenance in the manner herein provided.

B. The cost and expenses of performing the Common Area Maintenance (the "Cost of Common Area Maintenance") shall include, but not be limited to, fees and reimbursements paid to an operator engaged by the Association to perform the Common Area Maintenance, reserves for repair, replacement or renewal of specified Common Facilities, all costs of materials, labor, supplies, insurance, professional and service fees, taxes and special assessments, including the real estate taxes and special assessments levied against Common Area, and all other costs and expenses incurred by the association which are not specified below as Other Costs and which fairly related to the Common Area, the Common Facilities and Common Area Maintenance.

C. Each Owner's share of the Cost of Common Area Maintenance shall be assessed to such Owner and such Owner's Parcel by the Association no more frequently than monthly and shall be accompanied by an itemized statement of such costs and the manner in which such Owner's share was determined. Each Owner shall pay the amount shown on the statement (the "Common Area Maintenance Assessment") within thirty (30) days after receipt. Upon the written request of any Participating Owner, the Association shall calculate and deliver to such Owner written advice of that portion of such Owner's Common Area Maintenance Assessment which is attributable to ad valorem taxes on the Common Area and Common Facilities together with the identity of the applicable taxing authorities, and permit such Owner to remit to the Association separate payment of such portion of such Common Area Maintenance Assessment, by medium of payment payable directly to such taxing authorities, for delivery by the Association to such taxing authorities on behalf of such Owner.

11.02 Owner's Participation in Other Costs.

A. The costs (the "Other Costs") incurred by the Association in organizing the Association and in performing all functions, exercising all rights and discharging all responsibilities prescribed, permitted or contemplated by this Declaration and all provisions of the Articles and Bylaws of the Association not inconsistent with this Declaration, other than the Cost of Common Area Maintenance, shall be borne by the Owners in the ratio of the areas of their respective Parcels, and each Owner shall pay to the Association its proportionate share of the Other Costs in the manner herein provided.

B. The Other Costs shall be all costs and expenses of every kind and character incurred by the Association other than the Cost off Common Area Maintenance.

C. Each Owner's share of the Other Costs shall be assessed to it and its Parcel by the Association no more frequently than quarterly and shall be accompanied by an itemized statement of the Other Costs and the manner in which such Owner's share was determined. Each Owner shall pay the amount shown on the statement (the "Other Assessment") within thirty (30) days after receipt.

11.03 Personal Obligation for Assessments and Creation of the Lien. Declarant, by its execution hereof, and each other Owner by its acceptance of a Parcel Deed, whether or not such obligation be so expressed in any such deed or other conveyance, hereby covenants and agrees and shall be deemed to have covenanted and agreed to pay to the Association, commencing upon receipt of the first statement therefor, all Common Area Maintenance Assessments and Other Assessments (together, the "Assessments") as are levied or charged pursuant to the provisions of this Declaration. All Assessments, together with interest thereon and the costs of collection, if any, as herein provided, shall be charged as a continuing lien upon the Parcel owned by the Owner against which each such Assessment is made. Each such Assessment, together with interest and costs thereon, shall, in addition, be the personal obligation of the Owner of such Parcel at the time the Assessment was made.

11.04 Fixing of Assessments. The Assessments shall be fixed by the Association, in its reasonable discretion, giving due consideration to the anticipated Cost of Common Area Maintenance and Other Costs. If at any time the Association determines that the Assessments for that fiscal year are insufficient to discharge the Cost of Common Area Maintenance or other costs to be incurred or payable during that fiscal year, the Association may increase the Assessments (or either of them, as applicable) to cover such Cost of Common Area Maintenance or Other Costs (incurred or to be incurred), and such increase shall become effective at the beginning of the next quarter annual period of such fiscal year. If required, the initial Assessment(s) shall be prorated for the period from the commencement thereof to the end of the then current fiscal year of the Association. Commencing with the next fiscal year and for each year thereafter the Board shall estimate the Cost of Common Area Maintenance and the Other Costs for the coming year and the Assessments shall be assessed and paid quarterly in advance or as the Board shall otherwise direct.

11.05 Delinquent Assessments. Any Assessments which are not paid when due shall be delinquent. If an Assessment is not paid within thirty (30) days after the due date, the Assessment shall bear interest from the due date at a rate determined by the Association, but not more than the Agreed Rate, and the Association may bring an action at law against the Owner personally obligated to pay the Assessment and to foreclose the lien against the Parcel owned by such Owner and the interest, together with the costs and reasonable attorney's fees of any such action, shall be added to the amount of such Assessment and to any judgment or decree therefore. The lien provided for under Section 11.03 shall secure the payment of the Assessment, interest thereon and the aforesaid costs and reasonable attorney's fees. No Owner may waive or otherwise avoid liability for an Assessment as provided for herein by non-use of Common Area and Facilities, or abandonment of its Parcel. The Restrictive Parking Area allocated to any Parcel for which any Assessment has not been paid, when due, may be terminated by the Association and used for general parking by all Owners, Occupants and other authorized persons until such time as said past due Assessment has been paid in full, including (without limitation), all interests, attorney's fees

and other costs incurred by the Association in connection with the enforcement of payment of such past due Assessments.

11.06 Priority of Lien to Mortgage. The Lien for Assessments provided in this Declaration shall be superior to, and have priority over, any and all liens created or established by any security instrument, by operation of law, or otherwise -- including but not limited to a mortgage, deed or trust and sale and leaseback, mechanic's lien or other encumbrance -- granted by the Owner of a Parcel (or arising by operation of law) for the purpose of securing the payment of any debt of an Owner or other person (or a refinancing thereof).

## ARTICLE XII.

### MISCELLANEOUS

12.01 Term. Unless sooner terminated pursuant to Section 12.02, this Declaration shall run for a term of thirty-five (35) years from the date this Declaration is recorded, after which time it shall be automatically extended for successive periods of five (5) years until one hundred (100) years from the date this Declaration is recorded, on which date this Declaration shall terminate unless extended by amendment of the Declaration made in writing before such termination in the manner provided for in Section 12.02. This Declaration may be amended only as provided in Section 12.02.

12.02. Amendment; Termination. This Declaration may be amended from time to time, or terminated, by an instrument executed by Declarant (so long as Declarant is an Owner) and the Owners of no less than:

- (i) one hundred percent (100%) of total Percentage Interest if such amendment or termination occurs during the first ten (10) years of the term of this Declaration;
- (ii) sixty-five percent (65%) of total Percentage Interest if such amendment or termination occurs during the eleventh (11<sup>th</sup>) through the thirty-fifth (35<sup>th</sup>) year of the term of this Declaration; and
- (iii) thereafter, more than one-half (1/2) of total Percentage Interest.

All amendments and any termination pursuant to this Section 12.02 shall become effective when recorded in the Real Property Records of Montgomery County, Texas.

12.03 Enforcement. The covenants, conditions, restrictions, easements, uses, privileges, Assessments and liens of this Declaration shall run with the land and be binding upon and inure to the benefit of the Declarant, the Association and each Owner of the Parcels or any part thereof, their respective heirs, successors and assigns. The enforcement of the provisions of this Declaration shall be vested in the Association. In the event the Association fails or refuses to enforce a provision of this Declaration for a period of thirty

(30) days after written notice from the Declarant or any Owner, as the case may be, the Declarant, or any Owner who has given such notice to the Association, shall have the right, but not the obligation, to enforce such provision. Unless otherwise limited in this Declaration, a breach of any of the provisions of this Declaration shall give to the party entitled to enforce such provision the right to bring a proceeding at law or in equity against the party or parties breaching or attempting to breach this Declaration and to enjoin such party or parties from so doing or to cause such breach to be remedied or to recover damages resulting from such breach. A breach of this Declaration by an Owner relating to the use or maintenance of a Parcel or part thereof is hereby declared to be and constitute a nuisance and every public or private remedy allowed by law or equity for the abatement of a public or private nuisance shall be available to remedy such breach. In any legal or equitable proceedings for the enforcement of this Declaration or to restrain a breach thereof, the party or parties against whom judgment is entered shall pay the attorney's fees and costs of the party or parties for whom judgment is entered in such amount as may be fixed by the Court in such proceedings. All remedies provided under this Declaration, including those at law or in equity, shall be cumulative and not exclusive. The failure of a party having a right to enforce this Declaration to so do shall not be deemed a waiver of the right of any other party having such right nor a waiver to do so for a subsequent breach or the right to enforce any other provision of this Declaration.

12.04 Responsibility of Owner. Each Owner shall be responsible for any breach of this Declaration which is a result of its own acts or omissions or the acts or omissions or the acts or omissions of an Occupant of its Parcel(s).

12.05 Directors, Officers and Committee Member Liability. The Directors and the officers of the Association, and the Committee Members, shall not be personally liable to the Owners, the Declarant or the Association for any mistake of judgment or for any other acts or omissions of any nature whatsoever (including, without limitation, any mistake in judgment, negligence or nonfeasance arising out of or in connection with the approval or disapproval or failure to approve any Submitted Plans), except for willful misconduct. Every Person who submits any Plans to the Committee for approval as herein provided agrees by submission of such Plans, and every Owner or Person claiming by or through an Owner agrees by acquiring title to any part of the Property or any interest in the Property, that it will not bring any action or suit against the Association, or the Committee, or any one or more of them, their respective agents, employees, members, successors or assigns, to recover any damages as a result of such submission or any action, or inaction, thereon. The Association shall indemnify and hold harmless the Directors, officers and Committee Members, their heirs and legal representatives, against all contractual and other liabilities to others arising out of (i) contracts made by the Director or officers on behalf of the Owners or the Association; or (ii) acts or omissions of the Director or officers of the Association, and the Committee Members, or arising out of their status as Directors, officers, or Committee Members, unless any such contract, act or omission constitutes willful misconduct. The foregoing indemnification shall include indemnification against all costs and expenses (including, but not limited to, attorney's fees, amounts of judgments paid and amounts paid in settlement) actually and reasonably incurred in connection with the defiance of any claim, action, suit or proceeding, whether civil, criminal, administrative or other, in which any such virtue of being or having been such Director, officer, or Committee Member; provided, however, that such indemnity shall not be operative with respect to: (i) any matter as to which such person shall

have finally been adjudged in such action, suit or proceeding to be liable for willful misconduct in the performance of his duties as such Director, officer, or Committee member; or (ii) any matter settled or comprised, unless, in the opinion of independent counsel selected by or in a manner determined by the Board, there is no reasonable ground for such person being adjudged liable for willful misconduct in the performance of his duties as such Director, officer, or Committee Member.

12.06 Compliance with Law. Each Owner shall at all times comply with all applicable federal, state, country and municipal laws, ordinances, rules and regulations.

12.07 Estoppel Certificate. Upon the written request of an Owner or the holder of a security interest in a Parcel, the Association shall issue a certificate within ten (10) business days setting forth the amount of any delinquent Assessment with respect to said Parcel. A reasonable charge may be made for issuance of the certificate.

12.08 Severability. If any of the covenants, conditions or terms of this Declaration shall be found void or unenforceable for whatever reason by any court of law or of equity, then every other covenant, condition or term herein set forth shall remain valid and binding provided that in such event Declarant and all of the then Owners of the Property shall to the fullest extent possible modify such covenant, condition, or term to the extent required to carry out the general intention of this Declaration and to impart validity to such covenant, condition or term.

12.09 Owner's Liability; Subsequent Sale; Successor's Obligation. On sale of a Parcel, the Owner so selling shall have no further liability for the obligations with respect to such Parcel which accrue after the date of the recording of the Parcel Deed; provided, however, that nothing herein contained shall be construed so as to relieve the Parcel of any lien arising by reason of such liability or the Owner of such Parcel from any liabilities or obligations incurred under this declaration prior to such recording.

12.10 Delay in Performance – Force Majeure. If the performance of any act or obligation under this Declaration is prevented or delayed by an act of God, fire, earthquake, flood, explosion, action of the elements, war, invasion, insurrection, mob violence, sabotage, malicious mischief, inability to procure or general shortages of labor, equipment, or facilities, materials or supplies in the open market, failure of transportation, strike, lock-out, action of labor union, condemnation, threatened condemnation, requisitions, laws, orders of government or civil or military or naval authorities or any other cause, whether similar or dissimilar to the foregoing, not within the reasonable control of the Person required to perform such act or obligation, then such Person shall be excused from the performance of such act or obligation for so long as such Person is so prevented or delayed by reason thereof. This *force majeure* provision shall apply to the Association's and/or the Committee's and each Owner's obligations hereunder except those that require the payment of money.

12.11. Notices. Any notice required or desired to be given under this Declaration shall be in writing and shall be deemed to have been properly served when (i) delivered in person and receipted for or (ii) two (2) days after deposit in the United States Mail, certified, return receipt request, postage prepaid, addressed, if to an Owner, to its last known address as shown the records of the Committee or the Association, as the case may be, at the time of

such mailing or, if to the Association, to its President, Secretary or registered agent. The initial addresses for the Association and the Committee shall be:

The Woodpark Property Council of Owners, Inc.  
Care of William C. Leigh  
25311 I-45N  
The Woodlands, Texas 77380

and such addresses for the Committee, the Association, and Declarant shall be effective unless and until a supplement to this Declaration shall be made and filed in the Real Property Records of Harris County, Texas, specifying a different address for such party filing such supplement (in which event such address specified in such Supplement shall be the address, for the purposes of this Section 12.11, for the addressee named in such Supplement).

12.12 Captions: Singular, Plural and Gender. The Article and Section headings are intended for convenience only and shall not be construed with any substantive effect in this Declaration. Words used herein shall be deemed to include singular and plural, and any gender as the context requires.

12.13. No Public Dedication. Nothing contained in this Declaration shall be deemed to be a gift or dedication of any portion of the Property or of any Parcel or portion thereof to the general public, or for any public use or purpose whatsoever, it being the intention of the parties that this Declaration shall be strictly limited to and for the purposes herein expressed. An Owner shall have the right to close, if necessary, all or any portion of the Common Area on its Parcel from time to time as may be necessary, in the opinion of such Owner, to prevent a dedication thereof or the accrual of any rights of the public therein.

12.14. Breach Shall Not Permit Termination. It is expressly agreed that a breach of this Declaration shall not entitle any Owner to terminate this Declaration, but such limitation shall not affect in any manner any other rights or remedies which such Owner may have hereunder by reason of any breach of this Declaration.

12.15. Attorneys' Fee. In the event any Person initiates or defends any legal action or proceeding to enforce or interpret any of the terms of this Declaration, the prevailing party in any such action or proceeding shall be entitled to recover from the non-prevailing party in any such action or proceeding its reasonable costs and attorneys' fees (including its reasonable costs and attorneys' fees on any appeal). All such costs and attorneys' fees shall be deemed to have accrued on commencement of any legal action or proceeding and shall be enforceable whether or not such legal action or proceeding is prosecuted to judgment.

12.16. Not a Partnership. The provisions of this Declaration are not intended to create, nor shall they be in any way interpreted or construed to create, a joint venture, partnership, or any other similar relationship between the Parties. Each Party shall be considered a separate party and no Party shall have the right to act as agent for another, unless expressly authorized to do so herein or by separate written instrument signed by the Party to be charged.

12.17. Interpretation. Whenever the context requires construing the provisions of this Declaration, the use of a gender shall include both genders, use of the singular shall include the plural, and the use of the plural shall include the singular. The word "including" shall be construed inclusively, and not in limitation, whether or not the words "without limitation" or "but not limited to" (or words of similar importance) are used with respect thereto. The provisions of this Declaration shall be construed as a whole and not strictly for or against any party. Unless otherwise provided, references to Articles and Sections refer to the Articles and Sections of this Declaration.

12.18. Joint and Several Obligations. In the event any party hereto is composed of more than one Person, the obligations of said party shall be joint and several.

12.19. Limitation on Liability. Except as specifically provided below, there shall be no corporate or personal liability of Persons who are Owners hereunder, including, but not limited to, officers, directors, employees or agents of Owners, with respect to any of the terms, covenants, conditions and provisions of this Declaration. In the event of a default by an Owner hereunder, any other Owner, Declarant or the Association who seeks recovery from the defaulting Owner shall look solely to the interest of the defaulting Owner in the defaulting Owner's Parcel for the satisfaction of each and every remedy of the non-defaulting Owner, Declarant or Association; provided, however, the foregoing shall not in any way impair, limit or prejudice the right of any Owner, the Declarant or the Association to pursue equitable relief in connection with any restriction of this Declaration, including a proceeding for a temporary restraining order, preliminary injunction, permanent injunction or specific performance.

12.20. Variances. The approval of the Committee, from time to time under terms of this Declaration, for variances or waivers to this Declaration, shall be on a case by case basis, must be in writing, and the granting in any one or more cases shall not be deemed to establish a precedent for granting subsequent approvals in what may seem to be a similar situation. All decisions of the Committee shall be final.

12.21. Time of Essence. Time is of the essence with respect to the performance of each obligation of this Declaration.

12.22. Effective Invalidation. If any provision of this Declaration is held to be invalid by any court, the invalidity of such provision shall not effect the validity of the remaining provisions of this Declaration.

## ARTICLE XIII.

### SPECIAL AND OTHER RIGHTS OF DECLARANT

13.01 Special Rights. In addition to the other rights reserved by the Declarant in this declaration, Declarant hereby reserves, for a period of five (5) years from and after the date hereof, the right to exercise certain special rights as set forth in this Article XIII, as follows:

- (i) to add additional real property to the Property;

- (ii) to create Parcels, Common Areas, or Common Area facilities within the Property;
- (iii) to subdivide Parcels into additional Parcels or to dedicate one or more Parcels to Common Area;
- (iv) to withdraw parts of the Property from the burden of this Declaration;
- (v) to maintain sales, management, and leasing offices, signs and advertising;
- (vi) to create and use easements throughout the Common Areas for the purpose of making, maintaining, or replacing improvements within the Property;
- (vii) to make alterations, additions or improvements to the Property, whether structural or non-structural, interior or exterior, ordinary or extraordinary, in, to and upon the Parcels owned by Declarant, at the sole cost and expense of Declarant; and
- (viii) to modify, amend, restate, reinstate or otherwise alter the terms and conditions of this Declaration as Declarant deems appropriate.

13.02 Other Rights. Any and all of the special and other rights, and any and all of the obligations, of Declarant as set forth in this Declaration, or in the Bylaws, may be transferred to other Persons so long as such transfer shall not reduce an obligation, or enlarge a right, beyond that provided in the Declaration or in the Bylaws, as applicable, and provided further that no such transfer shall be effective unless it is in a written instrument signed by the then Declarant and duly recorded in the Official Public Records of Real Property of Montgomery County, Texas.

13.03 Successor Declarants. Each and every successor to Declarant's interest as Declarant shall not be liable for obligations incurred, (whether by act, omission, agreement or otherwise) by one or more of its predecessor or successor Declarants, and the original Declarant shall not be liable for any obligations incurred whether by act, omission, agreement or otherwise by one or more of its successor Declarants. A Declarant's release from obligations, as herein provided, shall be effective upon filing with the office of the County Clerk of Montgomery County, Texas, of an instrument evidencing or referencing such conveyance, assignment or transfer of a Declarant's rights and obligations hereunder for recordation in the Official Public Records of Real Property of Montgomery County, Texas.

#### ARTICLE XIV.

#### EASEMENT OVER, ALONG AND ACROSS THE COMMON AREA

14.01 Common Area Easement. Declarant hereby grants and conveys to each Owner (and each Owner's heirs, personal representatives, successors and assigns) a perpetual, non-exclusive easement to use the Common Area, in common with the Declarant and for the purposes for which the Common Area is intended to be used (from time to time), including (without limitation), for (a) access over, along, across, all driveways (for pedestrian and vehicle traffic) and walkways (for pedestrian traffic) situated within the Common Area from time to time, (b) use of Common Area Facilities as they are apparently intended to be used and are situated within the Common Area from time to time, and (c) subject to restrictions that may be established to Section 5.05, for parking passenger cars and



light utility vehicles in the parking areas situated within the Common Area from time to time. Use of the easement herein conveyed is subject to, and conditioned upon compliance with, all Rules enacted by the Board of Directors from time to time pursuant to Section 6.07.

14.02 Reserved Mineral Rights. The easement hereby granted does not constitute a conveyance of fee simple title to any of the Common Area or any of the Common Area Facilities, but grants only the rights provided herein and excludes the oil, gas and other minerals underlying the Common Area. The easement hereby granted is subject to, and is conditioned upon compliance with, all other terms and conditions of this Declaration.

14.03 Non-Exclusive Rights. None of the Owners, as between and among themselves, shall have, and there is not herein granted to any one of the Owners, any exclusive right or use and/or occupancy of any portion of the Common Area and the easement hereby created. However, all of the Owners and Declarant, together, shall own, to the exclusion of all other Persons, the exclusive right to use the easement herein created for the purposes herein provided and may license such use, on a non-exclusive basis and subject to the terms and conditions of this Declaration, to their Occupants, lessees, sublessees, invitees, guests, licensees and patrons.

14.04 As Is Condition. The easement hereby created is conveyed by Declarant to the Owners and their heirs, personal representatives, successors and assigns, for their use in common with the Declarant, and the easement hereby granted is in AS IS AND WHERE IS CONDITION, AND IS SUBJECT TO ALL FAULTS NOW OR HEREAFTER EXISTING, AND "DECLARANT" MAKES NO WARRANTIES OR REPRESENTATIONS WHATSOEVER, EXPRESS OR IMPLIED (INCLUDING, WITHOUT LIMITATION, THOSE IMPLIED BY THE TERMS "GRANT" AND "CONVEY," OR THOSE IMPLIED BY ANY OTHER TERM HEREIN), OR ARISING BY OPERATION OF LAW WITH RESPECT TO THE TITLE, MAINTENANCE, REPAIR, CONDITION, DESIGN, OR MARKETABILITY OF THE "EASEMENT" OR THE "COMMON AREA" INCLUDING, WITHOUT LIMITATION, (A) ANY IMPLIED OR EXPRESS WARRANTY OF HABITABILITY, (B) ANY IMPLIED OR EXPRESS WARRANTY OF MERCHANTABILITY, (C) ANY IMPLIED OR EXPRESS WARRANTY OF FITNESS OR SUITABILITY FOR A PARTICULAR PURPOSE, (D) ANY IMPLIED OR EXPRESS WARRANTY OF CONFORMITY TO ANY MODELS OR SPECIFICATIONS, (E) ANY RIGHTS OF "OWNERS" UNDER APPROPRIATE STATUTES TO CLAIM DIMINUTION OF CONSIDERATION, (F) ANY WARRANTIES IN SECTION 5.023 OF THE TEXAS PROPERTY CODE, AND (G) ANY CLAIM BY "OWNERS" FOR DAMAGES BECAUSE OF DEFECTS, WHETHER KNOWN OR UNKNOWN, WITH RESPECT TO SUCH "EASEMENT" OR THE "COMMON AREA" IT BEING THE EXPRESS INTENTION OF "DECLARANT" AND "OWNERS" THAT THE "EASEMENT" HEREBY GRANTED, AND THE "COMMON AREA," MAY BE USED ONLY IN THEIR PRESENT CONDITION AND STATE OF REPAIR AS OF THE DATE HEREOF."

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656-10-2034

IN WITNESS WHEREOF, Declarant has caused this instrument to be executed as of the date and year first above written, together with Exhibit A, Exhibits B-1 through B-7 Exhibit C and the Rules and Regulations attached to, as a part of, Exhibit C, each of which is attached hereto and made a part hereof for all purposes, the same as if fully set forth in this Declaration.

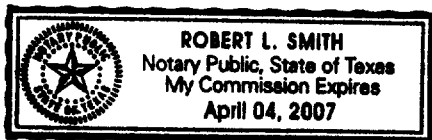
CHAMPIONS GLEN UTILITY COMPANY  
A Texas Corporation

By: William C. Leigh  
Name: William C. Leigh  
Title: ~~Vice~~ President and Treasurer  
WCL

STATE OF TEXAS

COUNTY OF MONTGOMERY

This instrument was acknowledged before me on August 19, 2004, by William C. Leigh, Vice President and Treasurer, of Champions Glen Utility Company, on behalf of said corporation.



[Signature]  
Notary Public in and for  
the State of Texas

My commission expires:

656-10-2035

**Subordination Agreement**

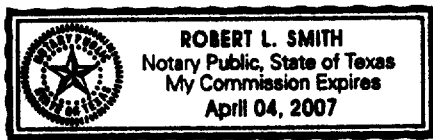
The undersigned, DEL PAPA VENTURES, LTD., a Texas limited partnership, the owner of Parcel B-2 in the real property ("Parcel B-2") described in Exhibit B-2 of this Declaration (i) hereby ratifies and confirms this Declaration of Covenants, Restrictions, Easements, Liens and Other Conditions, (the "Declaration") and the plans and systems of easements, conditions, covenants, assessments, liens and other terms and restrictions established under and pursuant to this Declaration and (ii) hereby in all things subordinate all of its ownership interest in (and its fee title to) Parcel B-2 to this Declaration, and the plans and systems of easements, covenants, conditions, assessments, liens and other terms and conditions established in the Declaration. The terms and conditions of this Subordination Agreement shall be binding on DEL PAPA VENTURES, LTD. and its successors and assigns and shall inure to the benefit of Declarant and the owners of the Parcels, including Del Papa Ventures, Ltd. and its successors and assigns as the owners of Parcel B-2.

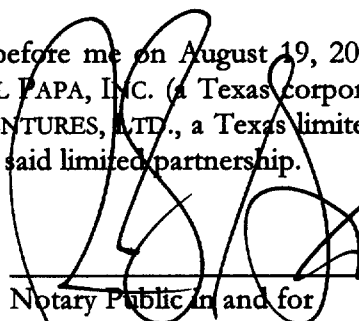
DEL PAPA VENTURES, LTD.  
A Texas Limited Partnership  
By Its General Partner  
OMERO L. DEL PAPA, INC.  
A Texas Corporation

By:   
Name: Omiero L. Del Papa, III  
Title: President

STATE OF TEXAS                   §  
COUNTY OF MONTGOMERY       §

This instrument was acknowledged before me on August 19, 2004, by OMERO L. DEL PAPA, III, the President of OMERO DEL PAPA, INC. (a Texas corporation acting in its capacity as General Partner of DEL PAPA VENTURES, LTD., a Texas limited partnership) on behalf of said corporation acting on behalf of said limited partnership.



  
Notary Public in and for  
the State of Texas

My commission expires:

Subordination Agreement

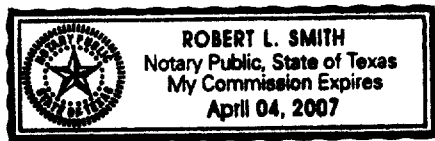
The undersigned, MEYER AND LEIGH HOMES, INC., a Texas corporation, the owner of Parcel B-6 in the real property ("Parcel B-6") described in Exhibit B-6 of this Declaration (i) hereby ratifies and confirms this Declaration of Covenants, Restrictions, Easements, Liens and Other Conditions, (the "Declaration") and the plans and systems of easements, conditions, covenants, assessments, liens and other terms and restrictions established under and pursuant to this Declaration and (ii) hereby in all things subordinate all of its ownership interest in (and its fee title to) Parcel B-6 to this Declaration, and the plans and systems of easements, covenants, conditions, assessments, liens and other terms and conditions established in the Declaration. The terms and conditions of this Subordination Agreement shall be binding on MEYER AND LEIGH HOMES, INC. and its successors and assigns and shall inure to the benefit of Declarant and the owners of the Parcels, including Del Papa Ventures, Ltd. and its successors and assigns as the owners of Parcel B-6.

MEYER & LEIGH HOMES, INC.

By: William C. Leigh, Jr.  
Name: William C. Leigh  
Title: Vice President  
*WCL*

STATE OF TEXAS §  
COUNTY OF MONTGOMERY §

This instrument was acknowledged before me on August 19, 2004, by WILLIAM C. LEIGH, the Vice President of MEYER & LEIGH HOMES, INC., a Texas corporation, on behalf of said corporation.



[Signature]  
Notary Public in and for  
the State of Texas

My commission expires:

EXHIBIT A  
Description of Tract One

**METES AND BOUNDS DESCRIPTION  
4.9044 ACRE (213,635 SQUARE FEET)**

Being 4.9044 acre (213,635 square feet) of land, the remainder of a called 5.1898 acre tract, conveyed to Federal Savings and Loan Insurance Corporation by deed recorded under County Clerk's File Number (CCF) 8734616 of the Real Property Records of Montgomery County, Texas (RPR MCT), less and except a called 0.290 acre tract, conveyed to the State of Texas, by deed recorded under CCF RPR MCT, said 4.9044 acre tract, being part of Block 3, Reserve C, Borough Park, a Subdivision in the Charles Eisterwall Survey, Abstract 191, Montgomery County Texas, described in the map or plat thereof recorded in Cabinet C, Sheet 116 of the Map Records of Montgomery County, Texas (MRMCT) and being more particularly described by metes and bounds, with bearings referenced to the West line of said 5.1898 acre tract, as follows:

**BEGINNING** at a found 5/8 inch iron rod, marking the Southwest corner of said 5.1898 acre tract, and the herein described tract;

**THENCE** North 04°40'17" West, along the West line of said 5.1898 acre tract, a distance of 503.31 feet to a point on the South right of way line (ROW) of Briar Rock Road for the Northwest corner of said 5.1898 acre tract, and the herein described tract;

**THENCE** North 87°56'17" East along said ROW, a distance of 89.26 feet to a point of curvature;

**THENCE** along a curve to the left, along said ROW, said curve having an arch length of 240.32 feet, based on a radius of 1443.59 feet, an internal angle of 9°32'18" and a chord bearing North 83°10'08 East, a distance of 240.04 feet, to a found 3/4 inch iron rod for a point of reverse curvature;

**THENCE** along a curve to the right, along said ROW, said curve having an arch length of 11.08 feet, based on a radius of 50.00 feet, an internal angle of 12°41'49" and a chord bearing North 84°44'53 East a distance of 11.06 feet, to a point of reverse curvature;

**THENCE** along a curve to the left, along said ROW, said curve having an arch length of 34.28 feet, based on a radius of 359.10 feet, an internal angle of 5°28'09" and a chord bearing North 88°21'43 East a distance of 34.26 feet, to a found 5/8 inch iron rod marking the Northwest corner of said 0.290 acre tract, being the Northwest cutout corner of the intersection of said Briar Rock Road and Interstate Highway 45;

**THENCE** South 53°44'07" East, along said cutback a distance of 29.41 to a found 5/8 inch iron rod marking the Southeast cutout corner of the intersection of said Briar Rock Road and Interstate Highway 45;

**THENCE** South 11°36'40" East, along the Westerly ROW of said Interstate Highway 45, a distance of 471.78 feet to a set 5/8 inch iron rod, for corner;

**THENCE** South 77°05'21" West, a distance of 205.94 feet to a set 5/8 inch iron rod, for corner;

**THENCE** South 87°44'23" West, a distance of 249.94 feet to the **POINT OF BEGINNING** and containing a computed 4.9044 acre (213,635 square feet) of land.

## EXHIBIT B-1

## Description of Parcel One

**0.1536 ACRE (6,690 SQ FEET)  
PARCEL B-1, BUILDING NO. 1**

Being 0.1536 acre (6,690 square feet) of land, out of the remainder of a called 5.1898 acre tract, conveyed to Federal Savings and Loan Insurance Corporation by deed recorded under County Clerk's File Number (CCF) 8734616 of the Real Property Records of Montgomery County, Texas (RPR MCT), less and except a called 0.290 acre tract, conveyed to the State of Texas, by deed recorded under CCF RPR MCT. Said 0.1536 acre tract, being part of Block 3, Reserve C, Borough Park, a Subdivision in the Charles Eisterwall Survey, Abstract 191, Montgomery County Texas, described in the map or plat thereof recorded in Cabinet C, Sheet 116 of the Map Records of Montgomery County, Texas (MRMCT) and being more particularly described by metes and bounds, with bearings referenced to the West line of said 5.1898 acre tract, as follows:

**COMMENCING** at a found 5/8 inch iron rod, marking the Northeast corner of said 5.1898 acre tract;

**THENCE** South 11°36'40" East, along the West line of said 5.1898 acre tract, a distance of 7.83 feet to a point;

**THENCE** South 78°39'11" West, a distance of 45.03 feet to a corner of an existing building for the **POINT OF BEGINNING**;

**THENCE** following the building walls along the edge of the concrete slab footprint of said building the following bearings and distances:

1. South 77°04'24" West, a distance of 3.00 feet;
2. South 12°55'36" East, a distance of 40.44 feet;
3. North 77°04'24" East, a distance of 3.00 feet;
4. Along a curve, having an arch length of 15.74 feet, based on a radius of 9.93 feet, an internal angle of 90°50'24 and a chord bearing 14.15 feet, South 58°40'28 East;
5. South 77°27'14" West, a distance of 3.00 feet;
6. South 12°32'46" East, a distance of 45.00 feet;
7. North 75°42'47" East, a distance of 3.08 feet;
8. Along a curve, having an arch length of 15.78 feet, based on a radius of 9.98 feet, an internal angle of 90°36'48 and a chord bearing 14.19 feet, South 31°48'50 West;
9. North 12°54'41" West, a distance of 3.00 feet;
10. South 77°05'19" West, a distance of 44.93 feet;
11. South 12°54'41" East, a distance of 3.00 feet;
12. Along a curve, having an arch length of 15.54 feet, based on a radius of 9.93 feet, an internal angle of 89°39'25 and a chord bearing 14.00 feet, North 58°04'58 West;
13. North 75°25'59" East, a distance of 3.00 feet;
14. North 14°34'01" West, a distance of 45.49 feet;
15. South 75°25'59" West, a distance of 3.00 feet;

16. Along a curve, having an arch length of 14.28 feet, based on a radius of 9.93 feet, an internal angle of  $82^{\circ}22'03''$  and a chord bearing 13.08 feet, North  $54^{\circ}26'18''$  West;
17. North  $77^{\circ}09'18''$  East, a distance of 3.00 feet;
18. North  $12^{\circ}50'42''$  West, a distance of 39.95 feet;
19. South  $77^{\circ}09'18''$  West, a distance of 3.00 feet;
20. Along a curve, having an arch length of 15.78 feet, based on a radius of 9.98 feet, an internal angle of  $90^{\circ}36'48''$  and a chord bearing 14.19 feet, North  $31^{\circ}48'50''$  East;
21. South  $12^{\circ}54'41''$  East, a distance of 3.00 feet;
22. North  $77^{\circ}05'19''$  East, a distance of 44.93 feet;
23. North  $12^{\circ}54'41''$  West, a distance of 3.00 feet;
24. Along a curve, having an arch length of 15.54 feet, based on a radius of 9.93 feet, an internal angle of  $89^{\circ}39'25''$  and a chord bearing 14.00 feet, South  $58^{\circ}04'58''$  East to the **POINT OF BEGINNING** and containing a computed 0.1536 acre (6,690 square feet) of land.

## EXHIBIT B-2

## Description of Parcel Two

**0.2586 ACRE (11,263 SQ FEET)  
PARCEL B-2, BUILDING NO. 2**

Being 0.2586 acre (11,263 square feet) of land, out of the remainder of a called 5.1898 acre tract, conveyed to Federal Savings and Loan Insurance Corporation by deed recorded under County Clerk's File Number (CCF) 8734616 of the Real Property Records of Montgomery County, Texas (RPR MCT), less and except a called 0.290 acre tract, conveyed to the State of Texas, by deed recorded under CCF RPR MCT, said 0.2586 acre tract, being part of Block 3, Reserve C, Borough Park, a Subdivision in the Charles Eisterwall Survey, Abstract 191, Montgomery County Texas, described in the map or plat thereof recorded in Cabinet C, Sheet 116 of the Map Records of Montgomery County, Texas (MRMCT) and being more particularly described by metes and bounds, with bearings referenced to the West line of said 5.1898 acre tract, as follows:

**COMMENCING** at a found 5/8 inch iron rod, marking the Northwest corner of said 5.1898 acre tract;

**THENCE** South 11°36'40" East, along the West line of said 5.1898 acre tract, a distance of 135.03 feet to a point;

**THENCE** North 78°39'11" East, a distance of 42.61 feet to a corner of an existing building for the **POINT OF BEGINNING**;

**THENCE** following the building walls along the edge of the concrete slab footprint of said building the following bearings and distances:

1. North 14°14'55" West, a distance of 3.12 feet;
2. Along a curve, having an arch length of 15.90 feet, based on a radius of 10.37 feet, an internal angle of 87°51'56" and a chord bearing 14.38 feet, South 56°52'04" East,
3. South 77°05'19" West, a distance of 3.00 feet;
4. South 12°55'36" East, a distance of 69.89 feet;
5. North 77°05'19" East, a distance of 3.01 feet;
6. Along a curve, having an arch length of 15.63 feet, based on a radius of 10.17 feet, an internal angle of 88°00'44" and a chord bearing 14.14 feet, South 32°00'17" West;
7. South 76°00'39" West, a distance of 4.93 feet;
8. South 78°07'30" West, a distance of 3.18 feet;
9. South 12°55'36" East, a distance of 64.96 feet;
10. North 77°05'19" East, a distance of 3.05 feet;
11. Along a curve, having an arch length of 15.69 feet, based on a radius of 9.94 feet, an internal angle of 90°25'39" and a chord bearing 14.11 feet, South 32°24'28" West;
12. North 12°52'52" West, a distance of 3.00 feet;
13. South 77°07'08" West, a distance of 54.93 feet;
14. South 12°52'52" East, a distance of 3.00 feet;
15. Along a curve, having an arch length of 15.67 feet, based on a radius of 10.03 feet, an internal angle of 89°29'12" and a chord bearing 14.12 feet, North 57°42'07" West;
16. North 78°39'39" East, a distance of 2.68 feet;
17. North 12°40'35" West, a distance of 64.97 feet;
18. South 78°39'39" West, a distance of 3.00 feet;



656-10-2041

19. Along a curve, having an arch length of 15.54 feet, based on a radius of 10.28 feet, an internal angle of  $86^{\circ}35'43''$  and a chord bearing 14.10 feet, North  $32^{\circ}51'05''$  East;
20. North  $76^{\circ}08'56''$  East, a distance of 5.00 feet;
21. North  $78^{\circ}39'39''$  East, a distance of 2.68 feet;
22. North  $12^{\circ}40'35''$  West, a distance of 70.01 feet;
23. South  $78^{\circ}39'39''$  West, a distance of 3.00 feet;
24. North  $39^{\circ}14'48''$  East, a distance of 0.07 feet;
25. Along a curve, having an arch length of 15.67 feet, based on a radius of 10.03 feet, an internal angle of  $89^{\circ}29'13''$  and a chord bearing 14.12 feet, North  $31^{\circ}47'05''$  East;
26. South  $14^{\circ}14'55''$  East, a distance of 3.00 feet;
27. North  $77^{\circ}05'19''$  East, a distance of 54.94 feet to the **POINT OF BEGINNING** and containing a computed 0.2586 acre (11,263 square feet) of land;

## EXHIBIT B-3

## Description of Parcel Three

**0.1536 ACRE (6,690 SQ FEET)  
BUILDING NO. 3**

Being 0.1536 acre (6,690) of land, out of the remainder of a called 5.1898 acre tract, conveyed to Federal Savings and Loan Insurance Corporation by deed recorded under County Clerk's File Number (CCF) 8734616 of the Real Property Records of Montgomery County, Texas (RPR MCT), less and except a called 0.290 acre tract, conveyed to the State of Texas, by deed recorded under CCF RPR MCT, said 0.1536 acre tract, being part of Block 3, Reserve C, Borough Park, a Subdivision in the Charles Eisterwall Survey, Abstract 191, Montgomery County Texas, described in the map or plat thereof recorded in Cabinet C, Sheet 116 of the Map Records of Montgomery County, Texas (MRMCT) and being more particularly described by metes and bounds, with bearings referenced to the West line of said 5.1898 acre tract, as follows:

**COMMENCING** at a found 5/8 inch iron rod, marking the Southeast corner of said 5.1898 acre tract;

**THENCE** North 11°36'40" West, along the West line of said 5.1898 acre tract, a distance of 64.13 feet to a point;

**THENCE** South 78°39'11" West, a distance of 61.40 feet to a corner of an existing building for the **POINT OF BEGINNING**;

**THENCE** following the building walls along the edge of the concrete slab footprint of said building the following bearings and distances:

1. Along a curve, having an arch length of 15.69 feet, based on a radius of 9.98 feet, an internal angle of 90°04'36" and a chord bearing 14.13 feet, South 32°04'56" West;
2. North 12°54'41" West, a distance of 3.00 feet;
3. South 77°05'19" West, a distance of 44.93 feet;
4. South 12°54'41" East, a distance of 3.00 feet;
5. Along a curve, having an arch length of 15.54 feet, based on a radius of 9.93 feet, an internal angle of 89°39'25" and a chord bearing 14.00 feet, North 58°04'58" West;
6. North 75°25'59" East, a distance of 3.00 feet;
7. North 14°34'01" West, a distance of 45.49 feet;
8. South 75°25'59" West, a distance of 3.00 feet;
9. Along a curve, having an arch length of 14.28 feet, based on a radius of 9.93 feet, an internal angle of 82°22'03" and a chord bearing 13.08 feet, North 54°26'18" West;
10. North 77°09'18" East, a distance of 3.00 feet;
11. North 12°50'42" West, a distance of 39.95 feet;
12. South 77°09'18" West, a distance of 3.00 feet;
13. Along a curve, having an arch length of 15.78 feet, based on a radius of 9.98 feet, an internal angle of 90°36'48" and a chord bearing 14.19 feet, North 31°48'50" East;
14. South 12°54'41" East, a distance of 3.00 feet;
15. North 77°05'19" East, a distance of 44.93 feet;
16. North 12°54'41" West, a distance of 3.00 feet;

656-10-2043

17. Along a curve, having an arch length of 15.54 feet, based on a radius of 9.93 feet, an internal angle of  $89^{\circ}39'25''$  and a chord bearing 14.00 feet, South  $58^{\circ}04'58''$  East;
18. South  $77^{\circ}04'24''$  West, a distance of 3.00 feet;
19. South  $12^{\circ}55'36''$  East, a distance of 40.44 feet;
20. North  $77^{\circ}04'24''$  East, a distance of 3.00 feet;
21. Along a curve, having an arch length of 15.74 feet, based on a radius of 9.93 feet, an internal angle of  $90^{\circ}50'24''$  and a chord bearing 14.15 feet, South  $58^{\circ}40'28''$  East;
22. South  $77^{\circ}27'14''$  West, a distance of 3.00 feet;
23. South  $12^{\circ}32'46''$  East, a distance of 45.00 feet;
24. North  $77^{\circ}27'14''$  East, a distance of 3.08 feet to the **POINT OF BEGINNING** and containing a computed 0.1536 acre (6,690 square feet) of land.

## EXHIBIT B-4

## Description of Parcel Four

**0.2583 ACRE (11,250 SQ FEET)  
PARCEL B-4, BUILDING NO. 4**

Being 0.2583 acre (11,250 square feet) of land, out of the remainder of a called 5.1898 acre tract, conveyed to Federal Savings and Loan Insurance Corporation by deed recorded under County Clerk's File Number (CCF) 8734616 of the Real Property Records of Montgomery County, Texas (RPR MCT), less and except a called 0.290 acre tract, conveyed to the State of Texas, by deed recorded under CCF RPR MCT, said 0.2583 acre tract, being part of Block 3, Reserve C, Borough Park, a Subdivision in the Charles Eisterwall Survey, Abstract 191, Montgomery County Texas, described in the map or plat thereof recorded in Cabinet C, Sheet 116 of the Map Records of Montgomery County, Texas (MRMCT) and being more particularly described by metes and bounds, with bearings referenced to the West line of said 5.1898 acre tract, as follows:

**COMMENCING** at a found 5/8 inch iron rod, marking the Northwest corner of said 5.1898 acre tract;

**THENCE** North 04°40'17" West, along the West line of said 5.1898 acre tract, a distance of 119.25 feet to a point;

**THENCE** North 85°19'43" East, a distance of 49.27 feet to a corner of an existing building for the **POINT OF BEGINNING**;

**THENCE** following the building walls along the edge of the concrete slab footprint of said building the following bearings and distances:

1. Along a curve, having an arch length of 15.90 feet, based on a radius of 10.37 feet, an internal angle of 87°51'56 and a chord bearing 14.38 feet, North 33°07'56 East;
2. South 13°02'10" East, a distance of 3.00 feet;
3. North 77°03'54" East, a distance of 69.89 feet;
4. North 13°02'10" West, a distance of 3.00 feet;
5. Along a curve, having an arch length of 15.62 feet, based on a radius of 10.17 feet, an internal angle of 88°00'44 and a chord bearing 14.14 feet, South 57°59'43 East;
6. South 13°59'21" East, a distance of 4.93 feet;
7. South 13°02'10" East, a distance of 3.00 feet;
8. North 77°11'38" East, a distance of 64.90 feet;
9. North 13°02'10" West, a distance of 3.00 feet;
10. Along a curve, having an arch length of 15.69 feet, based on a radius of 9.94 feet, an internal angle of 90°25'39 and a chord bearing 14.11 feet, South 57°35'32 East;
11. South 77°07'08" West, a distance of 3.00 feet;
12. South 12°52'52" East, a distance of 54.93 feet;
13. North 77°07'08" East, a distance of 3.00 feet;
14. Along a curve, having an arch length of 15.67 feet, based on a radius of 10.03 feet, an internal angle of 89°29'12 and a chord bearing 14.12 feet, South 32°17'53 West;
15. North 13°02'10" West, a distance of 3.00 feet;
16. South 77°02'29" West, a distance of 64.98 feet;
17. South 13°02'10" East, a distance of 3.00 feet;

18. Along a curve, having an arch length of 15.54 feet, based on a radius of 10.28 feet, an internal angle of  $86^{\circ}35'43''$  and a chord bearing 14.10 feet, North  $57^{\circ}08'55''$  West;
19. North  $13^{\circ}51'04''$  West, a distance of 5.00 feet;
20. North  $13^{\circ}02'10''$  West, a distance of 3.00 feet;
21. South  $77^{\circ}06'26''$  West, a distance of 70.06 feet;
22. South  $13^{\circ}02'10''$  East, a distance of 3.00 feet;
23. Along a curve, having an arch length of 15.67 feet, based on a radius of 10.03 feet, an internal angle of  $89^{\circ}29'13''$  and a chord bearing 14.12 feet, North  $58^{\circ}12'55''$  West;
24. North  $77^{\circ}03'54''$  East, a distance of 3.00 feet;
25. North  $13^{\circ}02'10''$  West, a distance of 54.93 feet;
26. South  $77^{\circ}03'54''$  West, a distance of 3.00 feet to the **POINT OF BEGINNING** and containing a computed 0.2583 acre (11,250 square feet) of land;

## EXHIBIT B-5

## Description of Parcel Five

**0.1660 ACRE (7,230 SQ FEET)  
PARCEL B-5, BUILDING NO. 5**

Being 0.1660 acre (7,230 square feet) of land, out of the remainder of a called 5.1898 acre tract, conveyed to Federal Savings and Loan Insurance Corporation by deed recorded under County Clerk's File Number (CCF) 8734616 of the Real Property Records of Montgomery County, Texas (RPR MCT), less and except a called 0.290 acre tract, conveyed to the State of Texas, by deed recorded under CCF RPR MCT, said 0.1660 acre tract, being part of Block 3, Reserve C, Borough Park, a Subdivision in the Charles Eisterwall Survey, Abstract 191, Montgomery County Texas, described in the map or plat thereof recorded in Cabinet C, Sheet 116 of the Map Records of Montgomery County, Texas (MRMCT) and being more particularly described by metes and bounds, with bearings referenced to the West line of said 5.1898 acre tract, as follows:

**COMMENCING** at a found 5/8 inch iron rod, marking the Southwest corner of said 5.1898 acre tract;

**THENCE** South 04°40'17" East, along the West line of said 5.1898 acre tract, a distance of 189.79 feet to a point;

**THENCE** North 85°19'43" East, a distance of 130.33 feet to a corner of an existing building for the **POINT OF BEGINNING**;

**THENCE** following the building walls along the edge of the concrete slab footprint of said building the following bearings and distances:

1. Along a curve, having an arch length of 15.78 feet, based on a radius of 9.98 feet, an internal angle of 90°36'48" and a chord bearing 14.19 feet, North 31°48'50" East;
2. South 14°14'55" East, a distance of 3.00 feet;
3. North 77°05'19" East, a distance of 44.93 feet;
4. North 14°14'55" West, a distance of 3.00 feet;
5. Along a curve, having an arch length of 15.54 feet, based on a radius of 9.93 feet, an internal angle of 89°39'25" and a chord bearing 14.00 feet, South 58°04'58" East;
6. South 77°05'19" West, a distance of 3.00 feet;
7. South 12°55'36" East, a distance of 45.31 feet;
8. North 77°05'19" East, a distance of 3.00 feet;
9. Along a curve, having an arch length of 15.53 feet, based on a radius of 9.93 feet, an internal angle of 89°35'02" and a chord bearing 13.99 feet, South 58°02'47" East;
10. South 77°05'19" West, a distance of 3.00 feet;
11. South 12°55'36" East, a distance of 49.85 feet;
12. North 77°05'19" East, a distance of 3.00 feet;
13. Along a curve, having an arch length of 15.78 feet, based on a radius of 9.98 feet, an internal angle of 90°36'48" and a chord bearing 14.19 feet, South 31°48'50" West;
14. North 12°55'36" West, a distance of 3.00 feet;
15. South 77°05'19" West, a distance of 44.93 feet;
16. South 12°55'36" East, a distance of 3.00 feet;
17. Along a curve, having an arch length of 15.54 feet, based on a radius of 9.93 feet, an internal angle of 89°39'25" and a chord bearing 14.00 feet, North 58°04'58" West;

656-10-2047

18. North  $77^{\circ}05'19''$  East, a distance of 3.00 feet;
19. North  $14^{\circ}14'55''$  West, a distance of 50.13 feet;
20. South  $77^{\circ}05'19''$  West, a distance of 3.00 feet;
21. Along a curve, having an arch length of 13.31 feet, based on a radius of 9.93 feet, an internal angle of  $76^{\circ}46'30''$  and a chord bearing 12.33 feet, North  $51^{\circ}38'31''$  West;
22. North  $77^{\circ}05'19''$  East, a distance of 3.00 feet;
23. North  $14^{\circ}14'55''$  West, a distance of 45.31 feet;
24. South  $77^{\circ}05'19''$  West, a distance of 3.00 feet to the **POINT OF BEGINNING** and containing a computed 0.1660 acre (7,230 square feet) of land;

656-10-2048

EXHIBIT B-6

Description of Parcel Six

**0.1660 ACRE (7,230 SQ FEET)  
PARCEL B-6, BUILDING NO. 6**

Being 0.1660 acre (7,230 square feet) of land, out of the remainder of a called 5.1898 acre tract, conveyed to Federal Savings and Loan Insurance Corporation by deed recorded under County Clerk's File Number (CCF) 8734616 of the Real Property Records of Montgomery County, Texas (RPR MCT), less and except a called 0.290 acre tract, conveyed to the State of Texas, by deed recorded under CCF RPR MCT, said 0.1660 acre tract, being part of Block 3, Reserve C, Borough Park, a Subdivision in the Charles Eisterwall Survey, Abstract 191, Montgomery County Texas, described in the map or plat thereof recorded in Cabinet C, Sheet 116 of the Map Records of Montgomery County, Texas (MRMCT) and being more particularly described by metes and bounds, with bearings referenced to the West line of said 5.1898 acre tract, as follows:

**COMMENCING** at a found 5/8 inch iron rod, marking the Southwest corner of said 5.1898 acre tract;

**THENCE** North 04°40'17" West, along the West line of said 5.1898 acre tract, a distance of 119.25 feet to a point;

**THENCE** North 85°19'43" East, a distance of 49.27 feet to a corner of an existing building for the **POINT OF BEGINNING**;

**THENCE** following the building walls along the edge of the concrete slab footprint of said building the following bearings and distances:

1. Along a curve, having an arch length of 15.78 feet, based on a radius of 9.98 feet, an internal angle of 90°36'48" and a chord bearing 14.19 feet, North 31°48'50" East;
2. South 14°14'55" East, a distance of 3.00 feet;
3. North 77°05'19" East, a distance of 44.93 feet;
4. North 14°14'55" West, a distance of 3.00 feet;
5. Along a curve, having an arch length of 15.54 feet, based on a radius of 9.93 feet, an internal angle of 89°39'25" and a chord bearing 14.00 feet, South 58°04'58" East;
6. South 77°05'19" West, a distance of 3.00 feet;
7. South 12°55'36" East, a distance of 45.31 feet;
8. North 77°05'19" East, a distance of 3.00 feet;
9. Along a curve, having an arch length of 15.53 feet, based on a radius of 9.93 feet, an internal angle of 89°35'02" and a chord bearing 13.99 feet, South 58°02'47" East;
10. South 77°05'19" West, a distance of 3.00 feet;
11. South 12°55'36" East, a distance of 49.85 feet;
12. North 77°05'19" East, a distance of 3.00 feet;
13. Along a curve, having an arch length of 15.78 feet, based on a radius of 9.98 feet, an internal angle of 90°36'48" and a chord bearing 14.19 feet, South 31°48'50" West;
14. North 12°55'36" West, a distance of 3.00 feet;
15. South 77°05'19" West, a distance of 44.93 feet;
16. South 12°55'36" East, a distance of 3.00 feet;
17. Along a curve, having an arch length of 15.54 feet, based on a radius of 9.93 feet, an internal angle of 89°39'25" and a chord bearing 14.00 feet, North 58°04'58" West;



18. North  $77^{\circ}05'19''$  East, a distance of 3.00 feet;
19. North  $14^{\circ}14'55''$  West, a distance of 50.13 feet;
20. South  $77^{\circ}05'19''$  West, a distance of 3.00 feet;
21. Along a curve, having an arch length of 13.31 feet, based on a radius of 9.93 feet, an internal angle of  $76^{\circ}46'30''$  and a chord bearing 12.33 feet, North  $51^{\circ}38'31''$  West;
22. North  $77^{\circ}05'19''$  East, a distance of 3.00 feet;
23. North  $14^{\circ}14'55''$  West, a distance of 45.31 feet;
24. South  $77^{\circ}05'19''$  West, a distance of 3.00 feet to the **POINT OF BEGINNING** and containing a computed 0.1660 acre (7,230 square feet) of land.

## EXHIBIT B-7

## Description of Parcel Seven

**0.2583 ACRE (11,250 SQ FEET)  
PARCEL B-7, BUILDING NO. 7**

Being 0.2583 acre (11,250 square feet) of land, out of the remainder of a called 5.1898 acre tract, conveyed to Federal Savings and Loan Insurance Corporation by deed recorded under County Clerk's File Number (CCF) 8734616 of the Real Property Records of Montgomery County, Texas (RPR MCT), less and except a called 0.290 acre tract, conveyed to the State of Texas, by deed recorded under CCF RPR MCT, said 0.2583 acre tract, being part of Block 3, Reserve C, Borough Park, a Subdivision in the Charles Eisterwall Survey, Abstract 191, Montgomery County Texas, described in the map or plat thereof recorded in Cabinet C, Sheet 116 of the Map Records of Montgomery County, Texas (MRMCT) and being more particularly described by metes and bounds, with bearings referenced to the West line of said 5.1898 acre tract, as follows:

**COMMENCING** at a found 5/8 inch iron rod, marking the Northwest corner of said 5.1898 acre tract;

**THENCE** South 04°40'17" East, along the West line of said 5.1898 acre tract, a distance of 79.98 feet to a point;

**THENCE** North 85°19'43" East, a distance of 40.86 feet to a corner of an existing building for the **POINT OF BEGINNING**;

**THENCE** following the building walls along the edge of the concrete slab footprint of said building the following bearings and distances:

1. Along a curve, having an arch length of 15.90 feet, based on a radius of 10.37 feet, an internal angle of 87°51'56 and a chord bearing 14.38 feet, North 33°07'56 East;
2. South 13°02'10" East, a distance of 3.00 feet;
3. North 77°03'54" East, a distance of 69.89 feet;
4. North 13°02'10" West, a distance of 3.00 feet;
5. Along a curve, having an arch length of 15.62 feet, based on a radius of 10.17 feet, an internal angle of 88°00'44 and a chord bearing 14.14 feet, South 57°59'43 East;
6. South 13°59'21" East, a distance of 4.93 feet;
7. South 13°02'10" East, a distance of 3.00 feet;
8. North 77°11'38" East, a distance of 64.90 feet;
9. North 13°02'10" West, a distance of 3.00 feet;
10. Along a curve, having an arch length of 15.69 feet, based on a radius of 9.94 feet, an internal angle of 90°25'39 and a chord bearing 14.11 feet, South 57°35'32 East;
11. South 77°07'08" West, a distance of 3.00 feet;
12. South 12°52'52" East, a distance of 54.93 feet;
13. North 77°07'08" East, a distance of 3.00 feet;
14. Along a curve, having an arch length of 15.67 feet, based on a radius of 10.03 feet, an internal angle of 89°29'12 and a chord bearing 14.12 feet, South 32°17'53 West;

15. North 13°02'10" West, a distance of 3.00 feet;
16. South 77°02'29" West, a distance of 64.98 feet;
17. South 13°02'10" East, a distance of 3.00 feet;
18. Along a curve, having an arch length of 15.54 feet, based on a radius of 10.28 feet, an internal angle of 86°35'43 and a chord bearing 14.10 feet, North 57°08'55 West;
19. North 13°51'04" West, a distance of 5.00 feet;
20. North 13°02'10" West, a distance of 3.00 feet;
21. South 77°06'26" West, a distance of 70.06 feet;
22. South 13°02'10" East, a distance of 3.00 feet;
23. Along a curve, having an arch length of 15.67 feet, based on a radius of 10.03 feet, an internal angle of 89°29'13 and a chord bearing 14.12 feet, North 58°12'55 West;
24. North 77°03'54" East, a distance of 3.00 feet;
25. North 13°02'10" West, a distance of 54.93 feet;

AND South 77°03'54" West, a distance of 3.00 feet to the **POINT OF BEGINNING** and containing a computed 0.2583 acre (11,250 square feet) of land.

**BYLAWS**  
**OF**  
**THE WOODPARK PROPERTY OWNERS COUNCIL, INC.**

THE WOODPARK PROPERTY OWNERS COUNCIL, INC., a Texas non-profit corporation (the "council of owners"), is the corporation referred to and defined as the "council of owners" in the Declaration of Covenants, Restrictions, Easements, Assessments, Liens and Other Conditions (the "Declaration") of the WOODPARK BUSINESS CENTRE, an office project in The Woodlands, Montgomery County, Texas, created pursuant to the provisions of the declaration. The terms used in these by-laws shall have the same meanings given to them in the declaration, unless otherwise specifically provided. In the event of any conflict between the terms and provision of these by-laws and the declaration, the articles of incorporation of the council of owners, the rules and regulations or applicable laws, or between any of them, these by-laws shall control over the rules and regulations, the articles of incorporation shall control over these by-laws and the rules and regulations, (except where the declaration provides to the contrary) the declaration shall control over the articles of incorporation, these by-laws and the rules and regulations. Other than applicable laws that can be modified by agreement or other written instrument, applicable laws shall control over all of the declaration, the articles of incorporation, the bylaws and the rules and regulations. The project with reference to which these bylaws are adopted is:

That one certain Declaration of Covenants, Restrictions, Easements, Assessments, Liens and Other Conditions creating the project and to which these bylaws are attached, which Declaration is recorded in the Official Public Records of Real Property in Montgomery County, Texas, together with all real property interests, and burdens, allocated in the declaration to each parcel described in the declaration (all of said real property interests and burdens are referred to as the "project").

**ARTICLE I.**

**Voting by Owners**

1.01. Each owner shall be a member of the council of owners and shall have voting rights on all proportions to voted on by the members as provided in the declaration. If, at any time, the council of owners shall hold legal title to one or more parcels, the votes to which the owner of such parcel otherwise would be entitled shall be disregarded until legal title to such parcel is conveyed to another person.

1.02. No owner, other than the declarant, shall be entitled to vote at any meeting of the council of owners until such owner has presented evidence of ownership of a parcel in the project to the secretary of the board of directors and, in the case of an owner, other than the declarant, which is a corporation, partnership, trust or other entity, until the representative or representatives acting on behalf of such owner have presented evidence of their power and authority

to act on behalf of such owner. In the event that ownership interest in a parcel is owned by more than one member of the council of owners, the members who own fractional interests in such parcel aggregating more than fifty percent (50%) of the whole ownership thereof shall appoint one member who shall be entitled to vote the vote of that parcel at any meeting of the council of owners. Such designation shall be made in writing to the board of directors and shall be revocable at any time by actual notice to the board of directors or upon the death or judicially declared incompetence of any one of such members. In the event that a parcel is owned by more than one member and no single member is designated to vote on behalf of the members having an ownership interest in such parcel, then none of such members shall be allowed to vote and the vote of such parcel so affected shall in all respects be excluded in the determination of whether a requisite number of votes has been cast in respect of the matter being voted upon. All members of the council of owners may be present at any meeting of the council of owners and may act at such meetings either in person or by proxy.

## ARTICLE II.

### Meetings

2.01. Annual Meetings. The first meeting of the members of the council of owners shall be held when called by the initial board of directors upon not less than ten (10) nor more than twenty (20) days written notice to the members. Such written notice may be given at any time but must be given not later than thirty (30) days after at least fifty percent (50%) of all of the Parcels has been sold by the declarant, a parcel deed therefor recorded and the purchase price paid. Thereafter, an annual meeting of the members of the council of owners shall be held at the project or at such other place as may be designated by the board of directors at 9:00 o'clock a.m. on the first Saturday in March of each calendar year (or the first business day thereafter if such day is a legal holiday). Except as specifically required in these bylaws, no notice of annual meeting shall be required. At the discretion of the board of directors, the annual meeting of the members of the council of owners may be held at such other reasonable time [not more than sixty (60) days prior to or subsequent to the aforesaid date] as may be designated by written notice of the board of directors delivered to the members not less than ten (10) nor more than twenty (20) days prior to the date fixed for said meeting.

2.02. Notice. Any notice permitted or required to be given to a member of the board of directors or to an owner may be delivered personally, by mail or by placing such notice in the mail distribution facilities of each owner if such facilities are present in the building. If delivery is made by mail, it shall be deemed to have been delivered seventy-two (72) hours after deposit in the U.S. Mail postage prepaid, addressed to an owner at such owner's parcel or to such other address as the owner may have given in writing to the secretary of the council of owners for the purpose of service of notices. Any address for purposes of notice may be changed from time to time by notice in writing to the secretary. For the purpose of determining the members entitled to notice of a meeting and to vote at any meeting, the membership of the council of owners shall be determined at the close business on the twenty-fifth (25th) day preceding such meeting.

2.03. Special Meetings. Special meetings of the members of the council of owners may be called by the president or any vice president of the council of owners at any time

and shall be called upon petition to the president by members having ten percent (10%) of the votes in the council of owners or by a majority of the board of directors. Written or printed notice stating the place, day and hour of such special meeting and the purpose or purposes for which the meeting is called shall be delivered to each member not less than ten (10) nor more than fifty (50) days before the date of such meeting.

2.04. Quorum. Members holding an aggregate of fifty percent (50%) of the votes entitled to be cast, represented in person or by proxy, shall constitute a quorum for holding any meeting of the council of owners. If, however, such quorum shall not be present or represented at any meeting of the council of owners, the owners present in person or presented by proxy shall have the power to adjourn and reconvene the meeting from time to time, without notice other than announcement at the meeting, until a quorum shall be present or represented. At such reconvened meeting, at which a quorum shall be present or represented by proxy, a business may be transacted as was set out in the notification of the original meeting.

2.05. Proxies. At any meeting of the council of owners, votes may be cast in person or by proxy. Proxies must be filed with the secretary of the council of owners at or before the appointed time of each meeting of the council of owners.

2.06. Majority Vote. When a quorum is present at any meeting of the council of owners, the vote, by owners present in person or by proxy at such meeting, of a majority of the votes present and entitled to vote at such meeting (if applicable, weighted in accordance with their percentage ownership interest) shall decide any question brought before such meeting unless the question is one upon which, by express provision of the act, the declaration or the by-laws, a different vote is required, in which case such express provision shall govern and control a vote on such question.

2.07. Cumulative Voting Prohibited. At all meetings of the council of owners cumulative voting shall not be permitted. If this provision is contrary to the articles of incorporation of the council of owners, and, as provided in the articles of incorporation, this Section 2.07 of the by-laws shall control any contrary provision of the articles of incorporation.

### ARTICLE III.

#### Board of Directors

##### 3.01. Number and Qualification.

(a) Generally. The initial board of directors shall have three (3) members appointed by the declarant who shall serve until all parcels have been conveyed by declarant to another person by a parcel deed. When the initial board appointed by the declarant resigns, the board of directors shall consist of three (3) persons. Except for the initial directors appointed by declarant pursuant to Section 3.01(b), the members of the board of directors must be members of the council of owners, or, in the event that a Parcel is owned by a corporation, partnership, trust or other entity, then an officer, director, partner, trustee or other legal representative of such entity or other designated representative of such entity. The directors shall be

elected by the members at the first meeting of the members of the council of owners called pursuant to Section 2.02 above and at each annual meeting thereafter. Subject to the restrictions regarding the automatic resignation of the initial directors contained in Section 3.01(b), if at the initial meeting of the members of the council of owners, the members of the council of owners fail to elect and qualify a new board of directors for any reason, including the lack of a quorum being present, the initial members of the board of directors appointed by the declarant shall continue to act as the board of directors until the members of the council of owners elect and qualify a new board of directors unless provided otherwise in the declaration.

(b) Initial Directors. Declarant shall have the power to appoint and replace three directors who will comprise the initial board of directors. None of the initial three directors appointed or replaced by declarant need to meet the requirements set forth below for directors.

(c) The initial directors shall serve from the date of their appointment by declarant until 120 days after all of the Parcels have been conveyed to owners other than declarant. At such time, any directors appointed by declarant shall resign and their seats shall be filled as otherwise provided for regarding the filling of vacant director positions in Section 3.03

3.02. Election. If at the initial meeting of the members of the council of owners there are still directors appointed by the declarant, then the number of seats open for election shall be five (5) less the number of seats held by directors appointed by declarant. Half of the available seats shall be elected for a term of two (2) years and the other half shall be elected for a term of one (1) year. Any additional seat remaining as a result of an odd numbered seats being open shall be elected for a term of one year.

If none of the initial directors are in office as of the initial meeting of the members of the council of owners, three (3) directors shall be elected for a term of two (2) years and two (2) shall be elected for a term of one year. Thereafter, at the annual meeting of the members of the council of owners, any seats of directors whose term has expired shall be filled for a term of two (2) years.

The candidates receiving the highest number of votes up to the number of members of the board of directors to be elected shall be deemed elected. All votes shall be cast by written ballot. Members of the council of owners shall not vote cumulatively for the election of directors.

3.03. Removal and Vacancies. The initial directors appointed by declarant may be removed or replaced only by declarant, with or without cause. Otherwise, any director may be removed from the board of directors with or without cause, by vote of owners representing in the aggregate at least sixty-seven percent (67.0%) of the total vote of the owners in accordance with their percentage interest in the property, by owners voting in person or by proxy at a special meeting called for such purpose or at an annual meeting. In such an event, a successor for such director as has been removed shall be selected by vote of the council of owners. Except as to vacancies provided by removal of directors by vote of the council owners, vacancies in the board of directors occurring between annual meetings of the council of owners shall be filled by the affirmative vote of a majority of the remaining directors though less than a quorum of the board of directors. A director elected to fill a vacancy shall be elected for the unexpired term of his predecessor in office.

3.04. Compensation and Expenses. No member of the board of directors shall receive any compensation from the council of owners for acting as such but shall be reimbursed for reasonable expenses incurred while serving in such capacity.

3.05. Action by Written Consent. The board of 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 written approval of all of the directors. Any action so approved shall have the same effect as though taken at a meeting of the board of directors.

3.06. Organization Meeting. The organization meeting of a newly elected board of directors shall be held within ten (10) days of their election at such place and time as shall be fixed by the directors so elected at the meeting at which they were elected, and no further notice of the organization meeting shall be necessary.

3.07. Regular Meetings. The annual meeting of the board of directors (which may also serve as the organization meeting) shall be held each year immediately following the annual meeting of the council of owners, at the place of such annual meeting of the council of owners, for the election of officers and consideration of any other business that may be properly brought before such annual meeting. Regular meetings of the board of directors, may be held at such time and place as shall be determined, from time to time, by a majority of the directors. Notice of regular meetings shall be given to each director, personally or by mail, telephone, telegraph, telex or other similar means, at least two (2) days prior to the date named for such meeting.

3.08. Special Meetings. Special meetings of the board of directors may be called by the president and must be called by the secretary at the written request a majority of four (4) of the directors. Not less than three (3) days written notice of the meeting shall be given personally or by mail, telegraph, telex or other similar means, which notice shall state the time, place and purpose of the meeting.

3.09. Waiver of Notice. Any director may waive notice of a meeting before or after the meeting and such waiver, if in writing and signed by such director, shall be deemed equivalent to the giving of notice.

3.10. Quorum. A quorum at board of directors meeting shall consist of a majority of the entire board of directors. Directors present by proxy may not be counted toward a quorum at board of directors meetings. The acts approved by a majority of the directors present in person or by proxy at a meeting at which a quorum is present shall constitute the acts of the board of directors, except where approval by a greater number is required by the declaration or by the by-laws.

3.11. Consent to Action. The joinder of a director in the action of a meeting by signing and concurring in the minutes thereof shall constitute the presence of such director for the purpose of determining a quorum.



3.12. Nomination. Nomination for election to the board of directors shall be made by a nominating committee which shall consist of a chairman who shall be a member of the board, and two or more owners, who shall have been appointed by the board of directors prior to each annual meeting of the members (except the initial nominating committee whose term commences with the first annual meeting, which shall be determined by the initial board of directors) to serve from the close of such annual meeting until the close of the next annual meeting and such appointment shall be announced at each annual meeting. The nominating committee shall make as many nominations for election to the board of directors as it shall in its discretion determine but not less than the number of vacancies that are to be filled. Nominations for election to the board of directors at the first meeting of the members of the council of owners shall be made by the initial board of directors. Nominations may also be made from the floor at any annual meeting.

3.13. Election. Election of the board of directors shall be by secret written ballot, at which election the owners may cast, in person or by proxy, in respect to each vacancy, such votes as they are entitled to exercise under the provisions of the declaration. The persons receiving the largest number of votes shall be elected. Cumulative voting shall not be permitted.

3.14. Powers and Duties. All of the powers and duties of the council of owners existing under the act, the declaration and the by-laws shall be exercised exclusively by the board of directors, its agents, contractors or employees, subject only to approval by owners when such is specifically required. Such powers and duties shall include but are not limited to the following, subject, however, to the provisions of the act, the declaration and the by-laws:

- (1) To make and collect assessments against the Owners as provided in the declarations;
- (2) to use the proceeds of assessments in the exercise of its powers and duties;
- (3) to maintain, repair, replace and operate the property, including (without limitation), the Common Areas and common areas facilities;
- (4) to purchase insurance upon the common areas and common area facilities and for the protection of the owners;
- (5) to reconstruct improvements after casualty and further improve the property, particularly (and the Parcels as permitted in the declaration) the common areas and common area facilities;
- (6) to amend the original rules and regulations adopted by the declarant and attached hereto as Exhibit A and to make such other regulations as it deems necessary respecting the use of the property;

(7) to arrange for and purchase water, sewer, garbage, electrical, chilled water, gas and other necessary utility services for the general common elements and (to the extent not separately metered and charged) for the Parcels;

(8) to contract for management of the property and to delegate to the managing agent all powers and duties of the board of directors except such as are specifically required by the declaration and the by-laws to have approval of the council of owners;

(9) to employ personnel to perform the services required for proper operation of the property;

(10) to cause to be kept a complete record of all its acts and affairs and to present a statement thereof to the owners at the annual meeting of the council of owners or at any special meeting when such statement is requested in writing by twenty percent (20%) or more of the votes of the council of owners requesting such special meeting; and

(11) to enforce payment and collection of assessments by all legal means including the filing of a "lien notice" against a parcel, by suit and execution on any resulting judgment.

#### ARTICLE IV.

##### Officers

4.01. Executive Officers. The executive officers of the council of owners shall be a president, who shall be a director, a vice president, who shall be a director, a treasurer and a secretary, all of whom shall be elected annually by the board of directors and who may be peremptorily removed by vote of the board of directors at any meeting. Any person may hold two or more offices except the president shall not also be the secretary. The board of directors shall, from time to time, elect such other officers and designate their powers and duties as the board of directors shall find to be required to manage the affairs of the council.

4.02. President. The president shall be the chief executive officer of the council of owners and shall have all of the powers and duties which are usually vested in the office of president of an organized association including, but not limited to, the power to appoint committees from among the owners from time to time that, in the exercise of discretion are determined appropriate, to assist in the conduct of the council.

4.03. Vice President. The vice president shall, in the absence or disability of the president, exercise the powers and perform the duties of the president and shall also generally assist the president and exercise such other powers and perform such other duties as shall be prescribed by the board of directors.

4.04. Secretary. The secretary shall keep the minutes of all proceedings of the board of directors and council of owners and shall attend to the giving and serving of all notices to the owners and directors and other notices required by law; shall keep the records of the council of owners, except those of the treasurer; and shall perform all other duties incident to the office of secretary of an organized association and as may be required by the board of directors or the president.

4.05. Treasurer. Except to the extent that such functions are delegated to the managing agent by the board of directors under a management contract for the property, the treasurer shall have custody of all property of the council of owners, including funds, securities and evidences of indebtedness and shall keep the books of the council of owners in accordance with generally accepted accounting procedures, and shall perform all other duties incident to the office of treasurer.

4.06. Compensation. The compensation of all officers and employees of the council of owners shall be fixed by the board of directors. This provision shall not preclude the board of directors from employing a director as an employee of the council of owners nor preclude the contracting with a director for the management of the property.

## ARTICLE V.

### Delegation of Board Duties

5.01. Notwithstanding anything herein contained otherwise to the contrary, the board of directors by resolution duly adopted, may designate one or more committees, which, to the extent provided in such resolution, in the articles of incorporation of this council of owners, or in these bylaws, shall have and exercise the authority of the board of directors in the management of the council of owners. Each such committee shall consist of two or more persons, a majority of whom are directors and the remainder need not be directors. The designation of such committees and the delegation thereto of authority shall not operate to relieve the board of directors, or any individual director, of any responsibility imposed upon it or by law. Any non-director who becomes a member of such committee shall have the same responsibility with respect to such committee as a director who is a member thereof.

5.02. Other committees not having and exercising the authority of the board of directors in the management of the council of owners may be designated and appointed by a resolution duly adopted by the board of directors or by the president hereunto authorized by a like resolution of the board of director or by the articles of incorporation of the council of owners or these bylaws. Membership on such committees may, but need not be, limited to directors.

## ARTICLE VI.

### Records

6.01. The board of directors or the managing agent shall keep or cause to be kept a set of books with a detailed account of the receipts and expenditures affecting the property and it

administration and specify the maintenance and repair expenses of the general common elements and any other expense incurred by or on behalf of the association. The board of directors shall also keep minutes of the proceedings of the members, the board of directors, and committees having any authority of the board of directors and shall also keep at the council of owners registered office or principal office a record of the names and addresses of its members entitled to vote. All books and records of the council of owners, as well as vouchers accrediting and entries made thereon, shall be available for examination by all the owners and mortgagees (or their duly authorized agents or attorneys) at convenient hours on working days. All books and records shall be kept in accordance with generally accepted accounting procedures.

ARTICLE VII.

Amendment

7.01. These by-laws may be amended from time to time by the affirmative vote of members having sixty-seven percent (67.0%) of the number of votes entitled to act upon such matters at a meeting of the council of owners as provided herein. In the event these by-laws are amended, the president, secretary or any vice president of the council of owners is hereby authorized and empowered to execute, acknowledge, verify, swear to, deliver, record and file on behalf and as the act and deed of the council of owners all certificates, documents and other instruments which such officer deems appropriate to evidence, reflect or give notice of any such amendment to these by-laws; and all persons dealing with the council of owners shall be entitled to rely conclusively on the power and authority of such officer and shall not be obligated to independently ascertain or inquire into the validity of any such amendment hereto.

ARTICLE VIII.

Severability

8.01. The invalidity of any provision or provisions of these by-laws shall not be deemed to impair or affect in any manner the validity, enforceability or effect of the remainder of these by-laws, and, in such event, all of the other provisions of these by-laws shall continue to be in full force and effect as if such invalid provision had never been included herein.

ARTICLE IX.

Indemnity

9.01. The council of owners shall indemnify the board of directors (and each member thereof) and its officers (each of them) against expenses and liabilities (including the cost and expense of defending against any such alleged liability) reasonably incurred by such person or persons by reason of his being or having been an officer or director of the council of owners except in cases where such director or officer is adjudged guilty by a court of competent jurisdiction of willful misfeasance or malfeasance, bad faith, gross negligence or reckless disregard of the duties involved in the conduct of his office. The board of directors shall have the power to determine whether or not the officer or director is entitled to indemnity hereunder.

9.02. The rights of indemnification herein provided may be insured against by policies maintained by the council of owners, shall be severable, shall not affect any other rights to which any director or officer may now or hereafter be entitled, shall continue as to a person who has ceased to be such director or officer and shall inure to the benefit of the heirs, executors and administrators of such a person. Nothing contained herein shall affect any rights to indemnification to which council of owners personnel other than directors and officers may be entitled by contract or otherwise under law.

9.03. Expenses in connection with the preparation and presentation of a defense to any claim, action, suit or proceeding of the character described in Section 9.01 hereof may be advanced by the council of owners prior to final disposition thereof upon receipt of any undertaking by or on behalf of the director or officer, secured by a surety bond or other suitable insurance issued by a company authorized to conduct such business in the State of Texas, to repay such amount if it is ultimately determined that he is not entitled to indemnification under this Article.

## ARTICLE X.

### Contracts, Loans, Checks, Deposits and Transactions

10.01 Contracts. Subject to the limitations set forth in the declaration, the board of directors may authorize any officer or officers, agent or agents, to enter into any contract or execute and deliver any instrument in the name of and on behalf of the council of owners, such authority may be general or confined to the specific instances.

10.02. Checks, Drafts, Etc. All checks, drafts or other orders for the payment of money, notes or other evidences of indebtedness issued in the name of the council of owners shall be signed by such officer or officers, agent or agents of the council of owners and in such manner as shall, from time to time, be determined by resolution of the board of directors.

10.03. Deposits. All funds of the council of owners not otherwise employed shall be deposited, from time to time, to the credit of the council of owners in such banks, trust companies or other depositories as the board of directors may select.

### 10.04. Transactions with Members, Directors and Officers.

A. The council of owners may enter into contracts or transact business with one or more of its directors, officers, or an owner or with any firm of which one or more of its directors, officers, or an owner are owners, members or employees, or in which they are otherwise interested, or with any corporation or association in which any of its directors, officers, or an owner are stockholders, directors or officers, members, owners, employees or otherwise interested; and no such contract or other transactions shall be void or voidable or otherwise affected by reason of such directorship, office, membership in, employment by, stock ownership in or other interest in the corporation or association or any such membership in, employment by or interest in such other firm, notwithstanding that the council of owners, director, officer, or an owner having any such position, status or interest with such other firm, corporation or association was present at the

meeting necessary to authorize, approve, ratify or otherwise obligate the council of owners upon such contract or transaction, if Sections (1) and (2) of Paragraph B are satisfied.

B. Paragraph A shall apply only if:

(1) The material facts of the relationship or interest of each such director, officer, or owner are known or disclosed:

(a) To the board of directors and it nevertheless authorizes, approves, or ratifies the contract or transaction by a majority of the directors present at the meeting at which a quorum of directors is present (or unanimously without a meeting), each such interested director not to be counted in the case of a meeting of the board of directors) in determining whether a quorum is present and not to be counted in calculating the majority necessary to carry the vote; or

(b) To the council of owners at an annual meeting or a meeting specially called for such purpose and it nevertheless authorizes, approves or ratifies the contract or transaction by unanimous written consent or by a majority vote (as provided in Section 2.06) of those owners in attendance (in person or by proxy) at a meeting of the council of owners at which a quorum is present, each such interested owner not to be counted for both quorum and voting purposes; and

(2) The contract or transaction is fair, just and beneficial to the council of owners as of the time it is authorized, approved or ratified by the board of directors or council of owners; provided, however, such contract or transaction shall be presumed to be fair, just and beneficial to the council of owners as of such time of authorization, approval or ratification merely upon the basis of satisfaction of Section (1) of this Paragraph B.

C. This provision shall not be construed to make any director, officer or owner liable to account to the council of owners by reason of such directorship, office, or ownership for any profits realized by, from, or through any such transaction or contract with the council of owners.

D. Nothing herein contained shall create liability present the events above-described, or present the authorization, ratification or approval of such transactions or contracts in any other manner permitted by law. This Article X shall not be construed to invalidate any contract or other transaction which would otherwise be valid under the common or statutory law applicable thereto or which would otherwise be valid in the absence of this provision.

E. Paragraph B of this Section 10.04 shall not apply and Paragraph A of this Section 10.04 shall apply to any management agreement, insurance contract, easement agreement, lease or other contract or agreement with the declarant, and/or any person, corporation, partnership or other entity affiliated or related in a business or personal manner to the declarant or any other of the aforesaid companies which is entered into, ratified or assumed by the council of owners or the board of directors on behalf of the council of owners or to which the property or any part thereof has heretofore been made subject.

656-10-2063

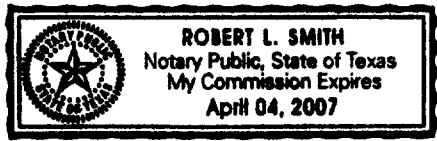
IN WITNESS WHEREOF, these by-laws are adopted by THE WOODPARK PROPERTY OWNERS COUNCIL, INC., by and through its duly authorized Managing Venturer, to be effective as of this the 19th day of August, 2004.

THE WOODPARK PROPERTY OWNERS COUNCIL, INC.

By: William C. Leigh, Pres  
Name: William C. Leigh  
Title: President

THE STATE OF TEXAS           §  
  §  
COUNTY OF MONTGOMERY      §

This instrument was acknowledged before me on the 19th day of August, 2004, by William C. Leigh, President of THE WOODPARK PROPERTY OWNERS COUNCIL, INC., a Texas non-profit corporation, on behalf of said corporation.



*[Handwritten Signature]*  
\_\_\_\_\_  
NOTARY PUBLIC in and for the  
STATE OF TEXAS

*Robert L. Smith*  
\_\_\_\_\_  
PRINTED NAME OF NOTARY

COMMISSION EXPIRES: \_\_\_\_\_



**RULES AND REGULATIONS**

**OF**

**THE WOODPARK COUNCIL OF OWNERS, INC.**

Words and phrases used in these rules and regulations have the meanings ascribed therefore in the Declaration of Covenants, Restrictions, Easements, Assessments, Liens and Other Conditions established by Champions Glen Utility Company and to which these Rules and Regulations are attached

The Woodpark Council of Owners, Inc. (the "association", a Texas not for profit corporation, pursuant to its powers under the above-described Declaration and the bylaws of the council of owners, hereby adopts certain rules and regulations in connection with the following described condominium regime:

That one certain Declaration of Covenants, Restrictions, Easements, Assessments, Liens and Other Conditions creating the project and to which these rules and regulations are attached, which Declaration is recorded in the Official Public Records of Real Property in Montgomery County, Texas, together with all real property interests, and burdens, allocated in the declaration to each parcel described in the declaration (all of said real property interests and burdens are referred to as the "project").

The rules and regulations of the Project, herein adopted by the association are:

1. The green spaces and walkways around the buildings and parking areas, elevators and stairways of the buildings, and hallways and entrances to buildings shall not be obstructed or used for any purpose other than ingress and egress from the buildings or units.

2. No articles shall be placed or allowed to remain in the entrances, hallways or stairways of the buildings, or on the walkways or green spaces around the building(s).

3. No articles, other than approved plants, shall be placed on porches or window ledges. Personal property, other than potted plants with the consent of the owners' council, shall be located or stored on the general or limited common elements.

4. (a) No owner shall produce or permit to be made, in an owner's unit or in the common elements, any noises or noxious odors that will disturb or annoy the occupants of the other Parcels or do or permit anything to be done therein which will interfere with the rights or conveniences of other owners.

(b) Any owner who contemplates any major maintenance or any remodeling or modification to the interior of the owner's building -- which requires any demolition

work, carpentry work (including, without limitation, hammering, nailing, sawing, etc.), flooring work [including, without limitation, laying flooring (tile, carpeting, wood floors, etc.), stripping floors, etc.], plumbing work, or electrical work -- must first obtain written approval from the committee prior to the commencement of work to the Parcel. Without limitation, the following shall apply as conditions to such approval by the board of directors:

(i) Plans and specifications for proposed work must be furnished by the owner to the board of director for its consideration;

(ii) the cost of reviewing plans and specifications, inspections made by independent entities on behalf of the council of owners, to ensure compliance with approved plans and specifications, shall be paid by the owner submitting same for approval upon demand by the committee. The payment of such costs of review and inspection are secured by the lien described in the declaration;

(iii) service personnel, contractors, subcontractors, materialmen, workers, etc. will be denied entry into the buildings and units unless written approval is issued by the committee for the proposed work; and

(iv) the committee shall have the right to grant variances to approval requirements where it deems them reasonably appropriate, provided that any owner who is granted a variance acknowledges receipt of, and agrees to comply, with the conditions established by the committee for all approved work.

(c) If substantial noise will result from any work to be performed pursuant to paragraph (b), above, such work is restricted to the hours of 5:00 a.m. until 8:00 a.m. and 5:00 p.m. until 10:00 p.m. on normal working days and daylight hours on holidays, Saturdays and Sundays. Every effort will be made by owners to insure that disturbing noises are minimal. All contractors, service personnel, subcontractors, materialmen, workers, etc. will be required to check in with a person designated by the committee or the board of directors to obtain clearance to work from, and shall coordinate their work with, a designated member of the committee.

5. No owner shall do any act, or place any object, in his/her/its parcel which would create a structural hazard or endanger the structure of the building or adjacent parcels.

6. No portion of the common area shall be decorated by any owner in any manner without prior consent of the board of directors except as provided in the Declaration.

7. No shades, awnings, reflective window film, window guards, ventilators, or window unit air conditioning devices shall be installed or used in, on or about any building, in the common area or porches, except as shall be approved by the committee. If an owner shall fail to keep any approved device at work in good order, repair and appearance, the board of directors may remove such device or work, charging the cost of removal to the owner. After removal,

such device or work shall not be replaced until it is put in proper condition and written consent is obtained from the board of directors.

8. Signs, notices, posters, advertisements or decorations shall not be inscribed, imposed on or projected from any window, door or other part of the building, except as have been approved in writing by the board of directors.

9. Radio or television aerials or satellite disks shall not be attached, hung, or otherwise installed on any parcel by the owner (or otherwise) without written approval from the committee. Installations of other machines on the exterior of a building are not permitted, and construction work shall not protrude through the walls or roofs of a building.

10. Trash chutes and bins are easily blocked and, if improperly used, can create fire and safety hazards. Accordingly, the following rules apply to the disposal of trash:

(a) Loose trash of any kind will not be placed in the dumpster;

(b) loose trash will be placed in plastic bags and securely tied or sealed before being placed in the dumpster;

(c) if a Parcel includes a food preparation area, garbage will be disposed of through a disposal unit located in the sink using only cold water while the disposal is running and for a short time thereafter;

(d) before being disposed of, grease shall be poured into a covered can or jar and put into a sealed plastic bag, and glass jars containing grease shall not be placed in chutes but in containers located in each trash room for the disposal of glass items;

(e) newspapers, magazines, and other paper trash shall be taped or tied securely before being placed in the dumpster;

(f) all cigarettes and cigars shall be fully extinguished before disposal;

(h) for large trash boxes or items, break boxes down, stack wrappings and other items into large secured trash bags.

11. Each owner shall keep its Parcel in a good state of preservation and cleanliness and shall not sweep or throw, permit to be swept or thrown, or allow to fall any debris from the doors, porches or windows.

12. All damage to a building or common facilities caused by the moving or carrying the any article on a Parcel shall be paid for by the responsible owner.

13. Owners shall not use, or permit to be brought into or stored in any building, any flammable oils or fluids such as gasoline, kerosene, naphtha, benzene, or other explosives or

articles deemed hazardous to life, limb, or property (including the environment), without in each case obtaining written consent of the board of directors.

14. An owner shall not use, nor permit its officers, directors, employees, guests, or invitees to use parking spaces that are in areas set aside to accommodate parking for a specific building or that are dedicated to other specific uses, *e.g.*, for specific owners or employees, or parking spaces for reserved visitors. Vehicles parked in violation of this rule may be removed by the board of directors at the expense of the owner.

15. Vehicles shall not be left standing in a parking place in a nonoperative condition, nor shall vehicles be repaired in parking spaces.

16. Trailers, trucks (other than pickups of one-half ton or less), boats, recreational vehicles, campers or motorcycles are not permitted on or in the general common elements. An additional charge may be made for vehicle storage, if permitted.

17. Automobiles belonging to an owner (or an owner's officers, directors, employees, visitors, or invitee) shall be parked in a manner to permit access by other owners to dedicated parking areas. Owners shall obey all parking regulations in the parking areas.

18. With the exception of "seeing-eye dogs" and other dogs serving a substantially similar purpose, no pets or animals shall be permitted in any building on any parcel.

19. Owners shall not engage employees of the board of directors or managing agent for private business without the written prior consent of the board of directors.

20. The board of directors may retain a passkey to each building on the Property, which key may be used only as specified in these rules or the declaration. Owners shall not alter any lock on any door leading into his/her/its building without the prior consent of the board of directors. If consent is given, the owner shall provide the board of directors, with a new pass key.

21. Each owner hereby shall grant the right of entry to the board of directors, in case of an emergency originating in or threatening his/her/its building, whether or not the owner is present.

22. Each owner shall permit other owners or their representatives, when so required, to enter the building on his/her/its parcel for the purpose of performing installations, alterations or repairs to mechanical or electrical service, provided requests for entry are made in advance and such entry is at a time convenient to the owner grating such permission. In case of an emergency, such right of entry shall be immediate.

23. Parking vehicles will be at the owner's risk. Neither the counsel of owners nor any of its employees shall be responsible for any personal property which is left in a vehicle. If any key or keys are entrusted by an owner (or by any member of his/her/its family or by his/her/its agent, servant, employee, licensee or visitor) to an employee of the board of directors

or managing agent, whether for such owner's Parcel or vehicle, the acceptance of the key shall be at the sole risk of such owner, and the council of owners, board of directors or the committee shall not be liable for injury, loss or damage of any nature whatsoever, directly or indirectly resulting therefrom or connected therewith.

24. Conduct shall not be carried on, and materials shall not be kept or maintained, in any building or in the common areas which will increase the rate of insurance of other buildings in the Property or the contents thereof without the prior written consent of the board of directors. Owners shall not permit any conduct or materials to be kept or maintained in his/her/its building, or in the common areas, which may result in the cancellation of insurance of any building or which may be in violation of any law, ordinance or governmental regulation. No waste shall be permitted to the common areas.

25. Every owner must perform promptly all maintenance and repair work on or within his/her/its own building. Each owner shall be responsible for the damages and liabilities that his/her/its failure to promptly perform all necessary maintenance and repair work on his/her/its own building.

26. Currently, the board of directors has no security procedures in place in connection with any of the parcels or the common areas. If the board of directors supplement security procedures for either or both of the parcels and the common area, the Owners and their officers, directors, employees and agents shall comply with all security procedures implemented by the board of directors. The board of directors has no obligation to -- and none shall be inferred by this or any other provisions of these rules, the bylaws or the declaration -- to implement security anywhere on the property, and to the extent the same may be waived, any obligation to provide security on the property is hereby waived and released by all Owners.

27. Owners shall be responsible for the actions of its officers, directors, employees, agents, invitees, servants and guests.

28. Consents or approval given pursuant to these rules and regulations by the board of directors may be revoked at any time.

29. Complaints regarding maintenance and services for the grounds or common area facilities, actions of other owners, or other problems shall be in writing and addressed to the board of directors.

30. All work on the exterior of a building shall be done by the owner pursuant to plans and specifications approved by the committee as provided in the declaration, and thereafter all alterations, deletions, additions and other changes (including the alteration, addition, deletion, or other changes of or to appliances and/or the HVAC system, including any component thereby located on a compressor pad) shall be made pursuant to plans and specifications approved by the committee. All work shall be performed in a good and workmanlike manner, using all new materials (unless the use of conforming materials is approved by the board of directors) and all plans and specifications shall conform to such additional criteria and conditions as the board of directors may require through the adoption of special work rules applicable to the initial and/or

subsequent improvement of any building. The special work rules may also provide either for the reimbursement of all costs incurred by the board of directors in reviewing, correcting, and/or approving plans and specifications submitted by an owner, or for the board of directors to establish a reasonable, fixed fee (or a reasonable fixed fee plus reimbursement of extraordinary costs) for such services.

31. In no event shall any owner or other person be permitted to wash or otherwise repair or maintain a vehicle in any area of the property, including the parking areas, driveways, or common areas. All parking spaces are for day-to-day parking in connection with the operation of the various businesses and professions of the owners and/or their occupants. Permanent or temporary storage of any vehicle or trailer is not permitted. Vehicles and trailers used in connection with approved construction may be excluded from this rule, on a case-by-case basis, by the council of owners or, in an emergency, by the managing agent.

32. Parked vehicles must fit into the standard 9 foot by 20 foot parking space. Vehicles shall not be parked so as to take up more than one parking space. Vehicles shall not be parked so as to interfere with the use of any owner of his/her/its assigned parking space or reserved parking space.

33. Common area maintenance assessment are due and payable as provided in the declaration, in advance, and owners are responsible for paying common expense charges on January 1 of each year or a prorated annual fee due when a building is purchased during a calendar year. At the discretion of the board of directors, one-twelfth (1/12) of the annual payment may be paid monthly in advance as long as the payments remain current. If a payment or a special assessment is delinquent for one month, the entire balance for the year may be accelerated by the board of directors and will become immediately due and payable. This provision is in addition to interest and/or penalties levied by the board of directors on delinquent payments, including any accelerated amount that is not paid immediately. It is incumbent upon each owner to make arrangements for timely payment of common expense charges and special assessments. When common area maintenance assessments are accelerated, the owner's mortgagee will be notified of and the reason for same. At its option, the board of directors may also withhold use of common areas while any common area maintenance assessments are delinquent. The names of delinquent owners will be posted publicly in the common areas.

34. Owners are responsible for obtaining fire and extended risk insurance for the improvements on their parcels. Insurance must cover all parts of the improvements. Insurance shall also cover any damage which might occur while a vehicle is parked or being driven on the common areas.

35. At the time of any sale or resale of a parcel, a deposit equivalent to two (2) months of property owner assessments will be paid to the council of owners at closing for the escrow account. This is in addition to normal escrow account payments. This is in addition to the normal current maintenance assessment due for the unit. Escrow accounts will be held by the council of owners and returned without interest to the owner on the earlier of (a) the date after the expiration of twenty-four (24) months of timely payment of all maintenance fees and other charges and expenses attributable to such parcel, and (b) such time as the unit is resold, provided

there are no unpaid maintenance fees or other charges or expenses attributable to the unit on such date. The council of owners has the right, but not the obligation, to apply escrow funds against delinquent assessments. The establishment of an escrow account in no way excuses a unit owner from paying all lawfully assessed maintenance fees or other charges and expenses attributable to their parcel.

36. References to owner(s) in these rules and regulations also applies, as appropriate, to their tenants, lessees and guests, each of whom are also obligated to comply with these rules and regulations.

These rules and regulations may be added to, amended or revoked at any time by the board of directors. In the event of any conflict between the terms and provisions hereof and the declaration, the articles of incorporation of the council of owners, the bylaws or applicable law, between any of the same, the bylaws shall control over these rules and regulations, the articles of incorporation shall control over both the bylaws and the rules and regulations, the declaration shall control over the articles of incorporation, the bylaws and these rules and regulations; and applicable law shall control over all the foregoing.

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EFFECTIVE this the 19th day of August, 2004.

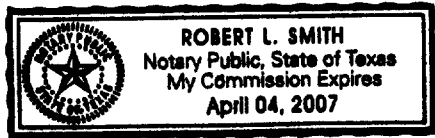
THE WOODPARK COUNCIL OF OWNERS, INC.

RECORDS MEMORANDUM By:
At the time of recordation, this instrument was found to be inadequate for the best photographic reproduction because of illegibility, carbon Name: photo copy, discolored paper, etc. All blackouts, additions and changes were present at the time the instrument was filed and recorded. Title:

William C Leigh, Pres
William C Leigh
President

STATE OF TEXAS §
COUNTY OF MONTGOMERY §

This instrument was acknowledged before me on August 19, 2004 by William C. Leigh, President of The Woodpark Council of Owners, Inc., a Texas not for profit corporation, on behalf of said not for profit corporation.



(seal)

Notary Public In And For The State of Texas

STATE OF TEXAS
COUNTY OF MONTGOMERY
I hereby certify this instrument was filed in File Number Sequence on the date and at the time stamped herein by me and was duly RECORDED in the Official Public Records of Real Property at Montgomery County, Texas.

FILED FOR RECORD

2004 AUG 24 PM 12: 37

Mark Turnbull
COUNTY CLERK
MONTGOMERY COUNTY TEXAS

AUG 24 2004



Mark Turnbull
County Clerk
Montgomery County, Texas

RETURN TO:

Robert L. Smith
ROBERT LEE SMITH, P.C.
25211 Grogan's Mill Road
Suite 450
The Woodlands, Texas 77380