

taking a deed in lieu of foreclosure or from filing suit to recover a money judgment for sums that may be secured by the Lien. At any time before a nonjudicial foreclosure sale, an Owner of a Building Site may avoid foreclosure by paying all amounts due the Association. Foreclosure of a tax lien attaching against a Building Site under Chapter 32, Tax Code, shall not discharge the Association's Lien under this paragraph or under a declaration for amounts becoming due to the Association after the date of foreclosure of the tax lien. No Owner may waive or otherwise escape liability for the assessments provided for herein by abandonment of his Building Site.

(b) As to Lots within the Protected Tract:

The Charge levied by the Association against the Lots within each platted subdivision of Lots shall be and is a personal obligation of the Homeowners Association with jurisdiction over such subdivision. Any assessments or charges which are not paid when due shall be delinquent. If an assessment or charge is not paid within thirty (30) days after the due date it shall bear interest at the maximum lawful rate. The Association may bring an action at law against the Homeowners Association which is personally obligated to pay the assessment or seek such other remedies as may be available to it at law or in equity, including (i) the right to seek issuance of an order compelling the Homeowners Association to make assessments against the property within its jurisdiction to obtain funds to make payment to the Association, as may be permitted by the restrictive covenants instrument administered by such Homeowners Association, and (ii) the right to foreclose the Lien created in Section 25 above against the property of such Homeowners Association by appropriate judicial proceedings. Interest as above specified, costs and reasonable attorney's fees incurred in any such action shall be added to the amount of such assessment or Charge.

27. Use of Funds. The funds attributable to the Charge shall be used for one or more of the following purposes, which listing is not exclusive: planting and landscaping maintenance; mowing; mosquito control and abatement; security services; liability and property insurance for the Association, its directors and property; street sweeping; traffic control; repair and maintenance of public areas, easements and rights of way; illumination; street signs and other signs and forms of identification; maintenance, repair and lighting of boulevards, streets, roads, medians, and parks; repair, replace and maintain fixtures and improvements (such as underground irrigation systems; contributing, on a pro-rata basis with other associations or entities, to the cost of landscaping, sprinkler

systems and other improvements to the medians and rights-of-way of the portion of West Road east of the Protected Tract and other property in the vicinity of the Protected Tract, and to the fees or costs payable to Southern Pacific Railroad applicable to the Eldridge Road railroad crossing; and such other purposes as may be deemed by the Board of Directors of the Association, in its discretion and good faith, to be necessary or desirable to give effect to and enforce these Protective Covenants and to promote the health, safety, welfare and the general benefit and enjoyment of the Owners of all or portions of the Protected Tract. The judgment of the Board of Directors of the Association exercised in the allocation and expenditure of the Charge shall be final so long as such judgment is exercised in good faith. The enumeration of the purposes for which the Charge may be expended carries no obligation to furnish any of said services except to the extent of funds actually received by the Association and available for such purposes.

28. Special Assessments for Capital Improvements. In addition to the Charge, the Association may levy, once in any assessment year, a special assessment applicable to that year only for the purpose of defraying in whole or in part, the cost of any reconstruction, repair or replacement of a capital improvement in the Protected Tract owned by the Association, provided that any such special assessment shall have the approval by two-thirds (2/3) vote of the Members of the Association voting at a meeting of the Members duly called for this purpose. Such special assessment will be due and payable as set forth in the resolution authorizing such assessment and shall be levied on a square footage basis against all Building Sites and the Lots within the Protected Tract. Each Homeowners Association shall be responsible for making payment of the special assessment against the Lots within its jurisdiction. Special Assessments shall be secured by the Lien in the same manner as the Charge and may be collected as specified in Section 26 above.

29. Effect. These Protective Covenants shall be binding upon all current Owners of the Protected Tract and all parties claiming by, through and under them and each subsequent Owner of any interest in lands subjected hereto, each of whom shall be bound by these Protective Covenants; provided, however, no such person or corporation or Owner shall be liable except in respect of breaches of these Protective Covenants committed during its, his or their ownership of such property. Tenant leases of improvements and the occupancy of all such improvements shall be subject to these Protective Covenants and these Protective Covenants shall be deemed incorporated into and shall be a part of each such lease or occupancy agreement. Each Owner agrees to cause each lessee or occupant of any Building Site or Lot to comply with these Protective Covenants and such Owner shall be accountable to the Association for the non-compliance by any such lessee or occupant. Additionally, the Association may enforce these Protective

Covenants against any tenant or occupant. A violation of these Protective Covenants shall not invalidate any mortgage, deed of trust, or other lien acquired and held in good faith, but such liens may be enforced as against any and all property covered thereby, subject, nevertheless, to these Protective Covenants.

30. Enforcement. Enforcement of these Protective Covenants shall be by proceedings at law or in equity against any person or entity violating or attempting to violate any covenant, either to restrain or prevent such violation or proposed violation by an injunction, either prohibitive or mandatory, to obtain any other relief authorized by law. Such enforcement may be by any Owner or the Association. The legal fees and costs incurred by the Association in the enforcement of these Protective Covenants or in the collection of the Charge or any other sums to be paid pursuant to these Protective Covenants shall be paid by the person or entity against whom enforcement is sought should the Association prevail in such action. In the event that a violation of any of the provisions of these Protective Covenants exists as to any Lot and such violation also violates a restrictive or protective covenant contained in the restrictive covenants instrument administered by the Homeowners Association with jurisdiction over such Lot, such Homeowners Association shall have the primary authority to cause such violation to be remedied. In the event that such Homeowners Association fails or refuses to exercise its rights to cause the violation to be remedied, the Association shall have the right, but not the obligation, to do so.

31. Validity; Severability. The invalidity or unenforceability of one or more of these Protective Covenants or any part or parts of any Protective Covenants in any instance or as applied to any particular situation shall in no way affect or invalidate the other Protective Covenants or parts thereof or the application thereof to other circumstances, but, to the contrary, all Protective Covenants shall remain in full force and effect during the term herein specified and any extension thereof to the full extent and to all circumstances which may be legally enforceable.

32. Term. These Protective Covenants shall bind the Protected Tract for a term of years ending January 1, 2025, after which date these Protective Covenants shall be automatically extended for successive periods of ten (10) years each; provided, however, at any time these Protective Covenants may be altered or amended by a written declaration signed and acknowledged by the then Owners of not less than 75% of the land area within the Protected Tract and recorded in the real property records of Harris County, Texas. Nothing in this paragraph shall be construed as requiring the joinder of any mortgagee or lessee of any property in any declaration or action to alter, amend or extend these Protective Covenants. These Protective Covenants may be cancelled at any time by a written agreement signed and acknowledged by the

then Owners of all the land area within the Protected Tract, which agreement shall be filed in the real property records of Harris County, Texas.

33. Notices. Any notice sent to a Member pursuant to these Protective Covenants shall be deemed to have been properly sent when mailed, postpaid, to the last known address of the person or entity appearing on the records of the Association at the date of such mailing.

34. Variances. The Association shall have the right to waive in writing minor variances of any Protective Covenants where the same is, in the good faith judgment of the Association, beneficial to the Protected Tract and does not materially adversely affect any portion of the Protected Tract, whether or not such variance or variances are in existence or are prospective.

35. Counterparts. These Protective Covenants may be executed in multiple counterparts which together shall constitute a single instrument.

EXECUTED as of the 12th day of October, 1995.

Mapleleaf Acquisition Corporation,
a Texas corporation.

By: [Signature]

Its: DIRECTOR

U.S. Home Corporation,
a Delaware corporation.

By: _____

Its: _____

West Road (Houston) Associates, L.P.,
a Texas limited partnership

By: _____

Its: _____

then Owners of all the land area within the Protected Tract, which agreement shall be filed in the real property records of Harris County, Texas.

33. Notices. Any notice sent to a Member pursuant to these Protective Covenants shall be deemed to have been properly sent when mailed, postpaid, to the last known address of the person or entity appearing on the records of the Association at the date of such mailing.

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35. Counterparts. These Protective Covenants may be executed in multiple counterparts which together shall constitute a single instrument.

EXECUTED as of the 10th day of October, 1995.

Mapleleaf Acquisition Corporation,
a Texas corporation.

By: _____

Its: _____

U.S. Home Corporation,
a Delaware corporation.

By: Richard V Gadd 

Its: DIVISION SR. Vice President

West Road (Houston) Associates, L.P.,
a Texas limited partnership

By: _____

Its: _____

then Owners of all the land area within the Protected Tract, which agreement shall be filed in the real property records of Harris County, Texas.

33. Notices. Any notice sent to a Member pursuant to these Protective Covenants shall be deemed to have been properly sent when mailed, postpaid, to the last known address of the person or entity appearing on the records of the Association at the date of such mailing.

34. Variances. The Association shall have the right to waive in writing minor variances of any Protective Covenants where the same is, in the good faith judgment of the Association, beneficial to the Protected Tract and does not materially adversely affect any portion of the Protected Tract, whether or not such variance or variances are in existence or are prospective.

35. Counterparts. These Protective Covenants may be executed in multiple counterparts which together shall constitute a single instrument.

EXECUTED as of the 10th day of October, 1995.

Mapleleaf Acquisition Corporation,
a Texas corporation.

By: _____

Its: _____

U.S. Home Corporation,
a Delaware corporation.

By: _____

Its: _____

**WEST ROAD (HOUSTON) ASSOCIATES LIMITED
PARTNERSHIP, a Texas limited partnership**

By: **Avanti Properties Group, J.V.,
a Florida joint venture, as
general partner**

By: **Avanti Development Corporation,
a Florida corporation, as
principal managing venturer**

By: Charles Schwartz, President
Marvin Shapiro, V.P.
(CORPORATE SEAL)



505-79-0544

PROVINCE
THE STATE OF ONTARIO \$
JUDICIAL
COUNTY OF YORK \$
DISTRICT \$

This instrument was acknowledged before me on the 12th day of October, 1995 by GLENN H. TEMPLE, DIRECTOR of Mapleleaf Acquisition Corporation, a Texas corporation, on behalf of said corporation.



[Signature] NALLY JOHN RND
Notary Public in and for
the State of ONTARIO
Province
No Expiry
My commission expires

THE STATE OF _____ \$
COUNTY OF _____ \$

This instrument was acknowledged before me on the ____ day of _____, 1995 by _____ of U.S. Home Corporation, a Delaware corporation, on behalf of said corporation.

(SEAL)

Notary Public in and for
the State of _____

My commission expires

THE STATE OF _____ \$
COUNTY OF _____ \$

This instrument was acknowledged before me on the ____ day of _____, 1995 by _____ of West Road (Houston) Associates, L.P., a Texas limited partnership, on behalf of said limited partnership.

(SEAL)

Notary Public in and for
the State of _____

My commission expires

505-79-0545

THE STATE OF _____ §
COUNTY OF _____ §

This instrument was acknowledged before me on the ____ day of _____, 1995 by _____ of Mapleleaf Acquisition Corporation, a Texas corporation, on behalf of said corporation.

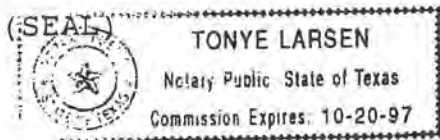
(SEAL)

Notary Public in and for
the State of _____

My commission expires

THE STATE OF Texas §
COUNTY OF Harris §

This instrument was acknowledged before me on the 25 day of Sept, 1995 by Richard V Madd, SV Pres of U.S. Home Corporation, a Delaware corporation, on behalf of said corporation.



Tonye Larsen

Notary Public in and for
the State of Texas

10-20-97

My commission expires

THE STATE OF _____ §
COUNTY OF _____ §

This instrument was acknowledged before me on the ____ day of _____, 1995 by _____ of West Road (Houston) Associates, L.P., a Texas limited partnership, on behalf of said limited partnership.

(SEAL)

Notary Public in and for
the State of _____

My commission expires

505-79-0546

THE STATE OF _____ §
COUNTY OF _____ §

This instrument was acknowledged before me on the ____ day of _____, 1995 by _____ of Mapleleaf Acquisition Corporation, a Texas corporation, on behalf of said corporation.

(SEAL)

Notary Public in and for
the State of _____

My commission expires

THE STATE OF _____ §
COUNTY OF _____ §

This instrument was acknowledged before me on the ____ day of _____, 1995 by _____ of U.S. Home Corporation, a Delaware corporation, on behalf of said corporation.

(SEAL)

Notary Public in and for
the State of _____

My commission expires

THE STATE OF FLORIDA §
COUNTY OF ORANGE §

Mary J. Batten, Vice Pres.
Charles Schwartz, President of Avanti Development Corporation, the principal managing venturer of Avanti Properties Group, J.V., which is in turn the general partner of West Road (Houston) Associates Limited Partnership, a Texas limited partnership,

This instrument was acknowledged before me on the 20th day of September, 1995 by _____ of ~~West Road (Houston) Associates, L.P., a Texas limited partnership,~~ on behalf of said limited partnership.

(SEAL)



Mary J. Batten
Notary Public in and for
the State of Florida

March 8, 1996
My commission expires

EXHIBIT "A"

Metes And Bounds Description
Of 133.986 Acres Of Land
Out Of The H. & T.C.R.R. Co. Survey A-454
Harris County, Texas

All that certain 133.986 acres of land out of a 176.8250 acre tract described in a deed from Norman J. Stoneburgh to Wortham Park Properties, dated November 10, 1982, recorded under Harris County Clerk File No. H-545850, Harris County Deed Records, out of the H. & T.C.R.R. Co. Survey A-454, Harris County, Texas, and being more particularly described by metes and bounds as follows:

Commencing at a 1" iron pipe found in the north line of the H. & T.C.R.R. Co. Survey A-454, at its intersection with the west right-of-way line of Jackrabbit Road (80' wide); Thence S 00° 14' 40" W - 1977.49' along said west right-of-way line to a 5/8" iron rod found for the POINT OF BEGINNING of the herein described tract;

THENCE S 00° 14' 36" W - 993.23' continuing along said west right-of-way line to a 5/8" iron rod found for the most easterly southeast corner of the herein described tract;

THENCE S 87° 52' 02" W - 1353.26' to a 5/8" iron rod found for corner;

THENCE S 02° 20' 20" E - 651.31' to a 5/8" iron rod found for corner;

THENCE S 87° 52' 06" W - 743.70' to a 5/8" iron rod set for the southwest corner of the herein described tract, said rod located in the most easterly east line of a 12.370 acre tract described in a deed from N.J. Stoneburgh and Carma Developers, Inc. to Harris County Flood Control District, dated September 28, 1981, recorded under Harris County Clerk Film Code No.'s 196-89-2547 and 883-10-2249, Harris County Deed Records, Harris County, Texas;

THENCE N 02° 13' 10" W - 1875.22' along the most easterly east line of said 12.370 acre tract to a 5/8" iron rod found for corner;

THENCE S 87° 46' 50" W - 3.74' to a 5/8" iron rod found for corner;

THENCE N 02° 13' 10" W - 1657.85' along a line 40' east of and parallel with the most westerly east line of said 12.370 acre tract to a 5/8" iron rod found for corner;

THENCE N 42° 52' 56" E - 42.63' to a 5/8" iron rod found for the most northerly northwest corner of the herein described tract;

THENCE N 87° 59' 01" E - 1244.61' along a line 60' south of and parallel with the north line of said 176.8250 acre tract to a 5/8" iron rod found for an angle corner;

Page 2

THENCE N 87° 56' 24" E - 478.98' continuing along said line to a 5/8" iron rod found for the northeast corner of the herein described tract, said rod located in an old fence line described in a boundary agreement recorded under Harris County Clerk File No. E-145115, Harris County Deed Records, Harris County, Texas;

THENCE S 02° 14' 11" E - 910.92' along said fence line to a 5/8" iron rod found for corner;

THENCE S 87° 55' 50" W - 109.58' to a 5/8" iron rod found for corner;

THENCE S 02° 05' 08" E - 1003.63' to a 5/8" iron rod found for corner;

THENCE N 88° 05' 27" E - 499.89' along a fence line to the POINT OF BEGINNING of the herein described tract and containing 133.986 acres (5,836,441 square feet) of land. Also including

Compiled By:

G.P. SURVEYORS, INC.

Job No. 204-1-A2

August 3, 1983

CS:cfm

(Doc. No. 0129t)



EXHIBIT "A"

Metes And Bounds Description
Of 11.997 Acres Of Land
Out Of The H. & T.C.R.R. Co. Survey A-454
Harris County, Texas

All that certain 11.997 acres of land being Lots 143, 144, and the east 30 feet of Lot 148 of the Corrected Plat of Hahl's Suburban Farms, Subdivision "D", recorded under Volume 12, Page 41, Harris County Map Records, out of the H. & T.C.R.R. Co. Survey A-454, and being more particularly described by metes and bounds as follows:

Commencing at a 1" iron pipe found marking the northeast corner of Lot 141 of the aforesaid subdivision and being located in the westerly right-of-way line of Jackrabbit Road (80' wide) at its intersection with the common survey line of the aforesaid H. & T.C.R.R. Co. Survey A-454, and the S.C. Rice Survey A-655; Thence S 00° 14' 40" W - 971.63' along said westerly right-of-way line to a set 5/8" iron rod located in the centerline of Bryan Drive (40' wide) for the northeast corner and the POINT OF BEGINNING of the herein described tract;

THENCE S 00° 14' 40" W - 1005.85' continuing along said westerly right-of-way line to a 5/8" iron rod found marking the southeast corner of the herein described tract;

THENCE S 88° 05' 27" W - 499.89' to a 5/8" iron rod found marking the southwest corner of the herein described tract;

THENCE N 02° 05' 08" W - 1003.63' to a found 5/8" iron rod located in the centerline of the aforesaid Bryan Drive marking the northwest corner of the herein described tract;

THENCE N 87° 55' 50" E - along said centerline at 109.58' pass a 5/8" iron rod found marking the southwest corner of Lot 142 of the aforesaid subdivision and continuing for a total distance of 540.78' to the POINT OF BEGINNING of the herein described tract and containing 11.997 acres (522,604 square feet) of land.

Compiled By:

G.P. SURVEYORS, INC.

Job No. 33-163-A12

June 20, 1983

CS/cfm

(Doc. No. 0094t)

Revised - June 22, 1983



505-79-0550

EXHIBIT "A-1"

Metes And Bounds Description
Of 9.028 Acres Of Land
Out Of The H. & T.C.R.R. Co. Survey A-454
Harris County, Texas

All that certain 9.028 acres of land out of the Hahl's Suburban Farms Subdivision "D", recorded under Volume 12, Page 41, Harris County Map Records, out of the H. & T.C.R.R. Co. Survey A-454, Harris County, Texas and being more particularly described by metes and bounds as follows:

Commencing at a 1" iron pipe found in the northerly line of Lot 141 of said subdivision, at its intersection with the westerly right-of-way line of Jackrabbit Road (80' wide); Thence S 00° 14' 40" W - 971.63' along said westerly right-of-way line to a 5/8" iron rod found in the center line of Bryan Drive (40' wide) and marking the northeast corner and the POINT OF BEGINNING of the herein described tract;

THENCE S 00° 14' 40" W - 921.50' continuing along said westerly right-of-way line to a 5/8" iron rod set marking the southeast corner of the herein described tract;

THENCE N 89° 45' 20" W - 430.85' to a 5/8" iron rod set marking the southwest corner of the herein described tract;

THENCE N 00° 14' 40" E - 904.09' to a 5/8" iron rod found marking the northwest corner of the herein described tract, said rod located in the center line of the aforesaid Bryan Drive;

THENCE N 87° 55' 50" E - 431.20' along said center line to the POINT OF BEGINNING of the herein described tract and containing 9.028 acres (393,276 square feet) of land.

Compiled By:

G.P. SURVEYORS, INC.

Job No. 33-163-A12

August 3, 1983

DHD:cfm

(Doc. No. 0161t)

Revised - January 12, 1984



THIS LEGAL DESCRIPTION IS BASED ON THE SURVEY BY G.P. SURVEYORS, INC., LAST DATED JANUARY 12, 1984.

RECORDER'S MEMORANDUM

AT THE TIME OF RECORDATION, THIS INSTRUMENT WAS FOUND TO BE INADEQUATE FOR THE BEST PHOTOGRAPHIC REPRODUCTION BECAUSE OF ILLEGIBILITY, CARBON OR PHOTO COPY, DISCOLORED PAPER, ETC.

After Recording, Return to:
Coats, Rose, Yale, Hiram, Ryman & Lee

A Professional Corporation

Attorneys at Law

800 Fifth City Tower

529-89-2373
FILED

In the Office of the
Secretary of State of Texas

NOV 23 1986

ARTICLES OF INCORPORATION
OF

Office of
Corporations Section

WESTLAND SECTION FOUR OWNERS ASSOCIATION

We, the undersigned natural persons of the age of twenty-one (21) years or more, at least two of whom are citizens of the State of Texas, acting as incorporators of a corporation under the Texas Non-Profit Corporation Act, do hereby adopt the following Articles of Incorporation for such corporation:

ARTICLE I

The name of the corporation is WESTLAND SECTION FOUR OWNERS ASSOCIATION (the "Association").

ARTICLE II

The Association is a non-profit corporation.

ARTICLE III

The period of duration of the Association shall be perpetual.

ARTICLE IV

The Association is formed for the following purposes:

- (a) to protect against the improper development and use of that certain 133.986 acre tract of land out of a 176.825 acre tract described in deed from Norman T. Stoneburgh to Wortham Park Properties, dated

November 10, 1982, recorded under Clerk's File No. H545850 of the Official Public Records of Real Property of Harris County, Texas, and that certain 11.997 acres of land (the "Properties"), out of the H. & T.C.R.R. Co. Survey A454, Harris County, Texas, the Properties being more particularly described in, and being subject to the provisions of, that certain Declaration of Protective Covenants dated February 3, 1984, executed by Wortham Park Properties, and recorded under Clerk's File No. J362185, Film Code No. 072-98-2461, of the Official Public Records of Real Property of Harris County, Texas (the "Declaration");

(b) to provide for the lighting, mosquito control, security, sweeping, landscaping, mowing and/or maintenance of public streets, esplanades, areas adjacent to public streets within public rights-of-way, easements held by the Association pursuant to the Declaration, entry markers and signage within or for the Properties, and to perform the other functions and services and to achieve the other purposes provided for and referred to in the Declaration;

(c) to exercise all of the powers and privileges and to perform all of the duties and obligations of the Association as set forth in the Declaration, as the

same may be amended from time to time as therein provided;

(d) to fix, levy, collect and enforce payment by any lawful means, all charges and assessments pursuant to the terms of the Declaration; to pay all expenses in connection therewith and all office and other expenses incident to conducting the business of the Association, including all licenses, taxes or governmental charges levied or imposed against the property of the Association;

(e) to acquire (by gift, purchase or otherwise), own, hold, improve, build upon, operate, maintain, convey, sell, lease, transfer, dedicate for public use or otherwise dispose of real or personal property in connection with the affairs of the Association;

(f) to borrow money, and with the assent of two-thirds (2/3) of the votes then entitled to be cast by the Members (as defined in Article V) mortgage, pledge, deed in trust, or hypothecate any or all of its real or personal property as security for money borrowed or debts incurred;

(g) to participate in mergers and consolidation with other non-profit corporations organized for the same purposes, provided that any such merger or consoli-

dation shall have the assent of two-thirds (2/3) of the votes then entitled to be cast by the Members; and

(h) to have and to exercise any and all powers, rights and privileges which a corporation organized under the Non-Profit Corporation Act of the State of Texas by law may now or hereafter have or exercise.

ARTICLE V

The Members of the Association are each Owner (as defined in the By-Laws), the Developer (as defined in the By-Laws) and such other persons and entities as the Developer and Board of Directors (described below) shall determine are eligible for such membership. Voting by the Members shall be conducted in accordance with the following:

(a) On any matter which requires a vote of Members, each Member shall have one (1) vote for each ten thousand (10,000) square feet of land area owned by him within the Properties, rounding such result to the nearest whole number.

(b) In computing land area for the purposes of establishing the number of votes which a Member may exercise, the portion of land area in any easements in favor of governmental agencies or entities or quasi-governmental entities, such as a municipal utility

district, shall be excluded, but the portion thereof in other easements shall be included.

(c) When more than one person or entity holds an interest in a given Building Site (as defined in the By-Laws) or other land comprising part of the Properties, all such persons or entities shall determine among themselves how the vote for such land shall be exercised, but in no event shall more votes be cast than the number that are attributable to such land. The Association may treat the vote of one owner as the vote of all owners in a Building Site unless another owner objects, in which case all owners must execute a proxy directing the vote for that Building Site.

(d) In the event that the Developer holds a purchase money lien on any of the land area owned by a Member within the Properties, then the voting rights attributable to such land area which is subject to a purchase money lien held by the Developer shall be exercised by the Developer on behalf of such Member in such manner as the Developer shall desire.

(e) Any Member who is delinquent in the payment of any assessment (as set forth in the By-Laws) shall not be entitled to vote during any period in which any such assessment is delinquent.

ARTICLE VI

The street address of the initial registered office of the corporation is 2700 Post Oak Boulevard, Suite 2500, Houston, Texas 77056, and the name of the initial registered agent at such address is Jay Z. Demiany.

ARTICLE VII

The affairs of this Association shall be managed by a Board of three (3) Directors who need not be Members of the Association (but if not Members, must be employees or agents of Members). The number of Directors may be changed only by amendment of these Articles. The names and addresses of the persons who are to act in the capacity of initial Directors until the selection of their successors are:

<u>Name</u>	<u>Address</u>
Jon Schultz	2700 Post Oak Boulevard Suite 2500 Houston, Texas 77056
Jay Z. Demiany	2700 Post Oak Boulevard Suite 2500 Houston, Texas 77056
William Blodgett	2700 Post Oak Boulevard Suite 2500 Houston, Texas 77056

The initial Directors shall hold office for a term of six (6) years and, thereafter, until their successors are duly elected and qualified. At the annual meeting of the Members in 1992, and at each annual meeting thereafter, Directors shall be elected as provided in the By-Laws.

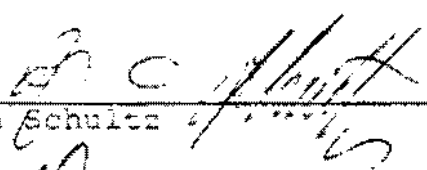
529-89-2379

ARTICLE VIII

The name and street address of each incorporator is:

<u>Name</u>	<u>Address</u>
Jon Schultz	2700 Post Oak Boulevard Suite 2500 Houston, Texas 77056
Jay Z. Demiany	2700 Post Oak Boulevard Suite 2500 Houston, Texas 77056
William Blodgett	2700 Post Oak Boulevard Suite 2500 Houston, Texas 77056

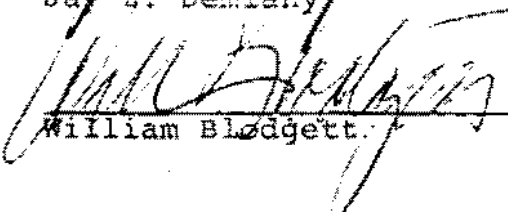
IN WITNESS WHEREOF, for the purpose of forming this Association under the laws of the State of Texas, we, the undersigned, constituting the incorporators of this Association, have executed these Articles of Incorporation this 25 day of November, 1986.



Jon Schultz



Jay Z. Demiany



William Blodgett

THE STATE OF TEXAS §

COUNTY OF HARRIS §

I, Susan D. Gaston, a Notary Public, do hereby certify that on this 19th day of July, 1986, personally appeared before me John S. Gaston, John S. Gaston and John S. Gaston, who each being by me first duly sworn, severally declared that they are the persons who signed the foregoing document as incorporators, and that the statements therein contained are true.

In witness whereof, I have hereunto set my hand and seal on the day and year above written.

Susan D. Gaston
Notary Public, State of Texas

Susan D. Gaston
(Type or Print Name of Notary)

My commission expires:

6/19/88

FILED FOR RECORD

12:26:51 PM

Monday, September 12, 2022



COUNTY CLERK, HARRIS COUNTY, TEXAS

ANY PROVISION HEREIN WHICH RESTRICTS THE SALE RENTAL, OR USE OF THE DESCRIBED REAL PROPERTY BECAUSE OF COLOR OR RACE IS INVALID AND UNENFORCEABLE UNDER FEDERAL LAW.

THE STATE OF TEXAS

COUNTY OF HARRIS

I hereby certify that this instrument was FILED in File Number Sequence on the date and at the time stamped hereon by me, and was duly RECORDED; in the Official Public Records of Real Property of Harris County Texas

Monday, September 12, 2022



COUNTY CLERK
HARRIS COUNTY, TEXAS