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THE STATE OF TEXAS

DEED RECORDS

COUNTY OF HARRIS

KNOW ALL MEN BY THESE PRESENTS:

VOL 4472 PAGE 357

160

WHEREAS, FOREST COVE DEVELOPMENT COMPANY is the owner of a tract of land which has been subdivided and platted as FOREST COVE, SECTION TWO, according to the unrecorded plat of said subdivision as prepared by T. C. EDMISTER, Registered Engineer, Registration Number 9949, dated July 1961, the boundary of said subdivision being more fully described by metes and bounds as follows:

435
G

A tract of land containing 21.957 acres, being part of and out of that certain 985 acre, more or less, tract of land as described in Volume 1405, Page 668 of the Deed Records of Harris County, Texas, in the Mary Owens Survey, A-611, Harris County, Texas, said 21.957-acre tract of land being more particularly described by metes and bounds as follows:

BEGINNING at a point in the South line of Hamblen Road, 80 feet wide, said point being located West, a distance of 3813.33 feet, and North, a distance of 33.21 feet from the Northwest corner of Northshore Addition, as per map or plat of said addition recorded in Volume 50, Page 70 of the Map Records of Harris County, Texas;

THENCE S 88 deg. 35' 59" E, along the South line of Hamblen Road, 80 feet wide, a distance of 1238.15 feet to a point;

THENCE S 1 deg. 24' 01" W, a distance of 50.00 feet to a point, the beginning of a curve to the right;

THENCE in a Southwesterly direction, along the arc of said curve to the right, having a radius of 305.22 feet and a central angle of 58 deg. 13' 59", a distance of 310.21 feet to a point, the end of said curve;

THENCE S 59 deg. 38' W, a distance of 47.73 feet to a point, the beginning of a curve to the left;

THENCE in a Southwesterly direction, along the arc of said curve to the left, having a radius of 533.03 feet and a central angle of 41 deg. 08', a distance of 382.67 feet to a point, the end of said curve;

THENCE S 18 deg. 30' W, a distance of 50.00 feet to a point;

THENCE S 71 deg. 30' E, a distance of 71.15 feet to a point;

THENCE S 18 deg. 30' W, a distance of 60.00 feet to a point;

THENCE in an Easterly direction, along the arc of a curve to the right, having a radius of 770.00 feet, a central angle of 0 deg. 46' 21", and whose chord bears S 71 deg. 06' 49-1/2" E, a distance of 10.38 feet to a point;

THENCE S 28 deg. 15' 35" W, a distance of 148.04 feet to a point in the Northerly line of Lake Houston, as conveyed to the City of Houston, said line being the meanders of contour 45.00 as per U.S.C. & G.S. and U.S.E.D. elevations, 1936 adjustment;

THENCE N 61 deg. 44' 25" W, along the said Northerly line of Lake Houston, a distance of 129.54 feet to an angle point in said line;

THENCE S 72 deg. 53' 50" W, continuing along the said Northerly line of Lake Houston, a distance of 408.04 feet to an angle point in said line;

THENCE S 53 deg. 52' 50" W, continuing along the said Northerly line of Lake Houston, a distance of 320.00 feet to a point in the center line of a gully;

THENCE in a Northerly direction, following the meanders of the center line of said gully as follows:

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057-03-1360

FILED
Rebecca J. Thompson
COUNTY CLERK
HARRIS COUNTY, TEXAS

1961 AUG 24 PM 3 32

N 36 deg. 07' 10" W, a distance of 72.00 feet;
N 11 deg. 30' W, a distance of 235.00 feet;
N 34 deg. 36' 30" E, a distance of 77.72 feet;
N 11 deg. 00' W, a distance of 335.00 feet to a point;

THENCE N 79 deg. 00' E, a distance of 50.00 feet to a point, the beginning of a curve to the left;

THENCE in an Easterly direction, along the arc of said curve to the left, having a radius of 315.00 feet, a central angle of 20 deg. 00', and whose chord bears N 69 deg. 00' E, a distance of 109.96 feet to a point;

THENCE in a Northerly direction, along the arc of a curve to the right, having a radius of 454.96 feet, a central angle of 32 deg. 24' 01", and whose chord bears N 14 deg. 47' 59-1/2" W, a distance of 257.27 feet to a point, the end of said curve;

THENCE N 1 deg. 24' 01" E, a distance of 183.59 feet to the place of beginning.

All bearings are referred to the Texas Coordinate System, South Central Zone.

WHEREAS, it is deemed to be in the best interest of said corporation and of the persons who may purchase lands described in and covered by the above mentioned plat that there be established and maintained a uniform plan for the improvement and development of the lots covered thereby as a highly restricted and modern subdivision;

NOW, THEREFORE, FOREST COVE DEVELOPMENT COMPANY, being the owner of all of said lots, acting herein by and through its officers duly authorized to do so by its Board of Directors, do hereby adopt the following covenants and restrictions, which shall be taken and deemed as covenants to run with the land and shall be binding on FOREST COVE DEVELOPMENT COMPANY and all parties and persons claiming under it until March 1, 1986, at which time said covenants, conditions, and restrictions shall be automatically extended for successive periods of ten years each unless by duly recorded instrument signed by a majority of the property owners in said addition it is agreed to change said covenants, conditions and restrictions in whole or in part.

If FOREST COVE DEVELOPMENT COMPANY, or any of its successors or assigns shall violate or attempt to violate any of the covenants herein it shall be lawful for any person or persons owning any real property situated in the above referred to subdivision to prosecute any proceedings at law or in equity against the person or persons violating or attempting to violate any such covenants and either to prevent him or them from so doing or to recover damages or other dues for such violations.

Invalidation of any of these covenants by judgment or court order shall in no wise affect any of the other provisions which shall remain in full force and effect.

(a) No lot shall be used except for residential purposes. The term "residential purposes" as used herein shall be held and construed to exclude hospitals, clinics, duplex houses, apartment houses, boarding houses, hotels, and to exclude commercial and professional uses whether from homes, residences or otherwise, and all such uses of said property are hereby expressly prohibited. No building shall be erected, altered, placed or permitted to remain on any lot other than one detached single family dwelling not to exceed two stories in height, a private garage for not more than three (3) cars, and a boat house, pier, and other appurtenances necessary for the enjoyment of the water facilities of Lake Houston by a private family.

(b) No building or construction of any type shall be erected, placed or altered on any building plot in this subdivision until two (2) sets of the building plans, specifications, and plot plan showing the location of such buildings have been approved in writing as to conformity and harmony of external design with existing structure in the subdivision, and as to location with respect to topography and finished ground elevation, by a committee composed of three (3) officers of FOREST COVE DEVELOPMENT COMPANY, or by a representative named by a majority of the members of said committee. In the event of death or resignation of any member of said committee, the remaining member or members shall have full authority to approve or disapprove such design and location or to designate a representative with like authority.

In the event such committee, or its designated representatives, fail to approve or disapprove such design and location within thirty (30) days after said plans and specifications have been submitted to it, such approval will not be required and this covenant will be deemed to have been complied with. Neither the members of, such committee nor its designated representatives shall be entitled to any compensation for services performed pursuant to this covenant. The duties and powers of such committee, and of its designated representatives shall cease on and after ten (10) days from date. Thereafter, the approval described in this covenant shall be vested in the FOREST COVE PROPERTY OWNERS ASSOCIATION, INC., which shall thereafter exercise the same powers previously exercised by said committee.

(c) No building shall be placed or maintained on any lot nearer to the street than the front or side street building set-back lines shown on the unrecorded plat. No residences shall be maintained nearer to an interior lot line than five (5) feet. All improvements on waterfront lots shall be constructed to face the waterfront and all improvements constructed on non-waterfront lots shall be constructed on the site to front on the street upon which the site faces, and each corner site shall face on the street on which it has the smallest frontage, unless otherwise approved by the ARCHITECTURAL CONTROL COMMITTEE. Houses constructed on Lots One (1) through Six (6), inclusive, in Block Four (4), shall front on Marina Drive and their drives must open on that street.

(d) No residential structure shall be erected or placed on any building plot which has an area of less than 12,000 square feet and only one residential structure may be placed on any residential lot.

(e) No trailer, basement, tent, shack, garage, barn or other outbuilding erected on the tract shall be at any time used as a residence, temporary or permanent, nor shall any structure of a temporary character be used as a residence.

(f) No residential structure shall be placed on a lot unless its living area has a minimum of 1,000 square feet of floor area exclusive of porches and garages.

(g) The exterior walls of all residences shall be at least fifty-one per cent brick, brick-veneer, stone-veneer, concrete or other masonry type construction, but the ARCHITECTURAL CONTROL COMMITTEE, as outlined in paragraph (b) above, shall have the power to waive the masonry requirements so as to allow the erection of all redwood panel walls or all cedar panel walls.

(h) No fence, wall, hedge, nor any pergola or other detached structure higher than two (2) feet above the ground, shall be erected, grown or maintained on any part of any lot forward of the front building line of said lot. No massed planting which would interfere with the view of cross traffic shall be allowed on a corner lot.

(i) No noxious or offensive trade or activity shall be carried on upon any lot or shall anything be done thereon which may be or become an annoyance to the neighborhood.

(j) The raising or keeping of hogs, horses, poultry, fowls, or of other livestock on any part of the subdivision is strictly prohibited.

(k) No water well shall be permitted.

(l) No spirituous, vinous, or malt liquors, or medicated bitters, capable of producing intoxication, shall be sold or offered for sale, on any site in FOREST COVE, SECTION TWO. No premises or any part thereof shall be used for vicious, illegal, or immoral purposes, nor for any purpose in violation of the laws of the State of Texas, or of the United States, or of police, health, sanitary, building or fire code regulations or instructions relating to or affecting the use or occupancy or possession of any of said sites.

(m) No sign of any kind shall be displayed to the public view except one sign of not more than five square feet, advertising the property for sale or rent, or signs used by builders or FOREST COVE DEVELOPMENT COMPANY to advertise the property during the construction and sales period.

(n) No lot shall be used or maintained as a dumping ground for rubbish. Trash, garbage, or other wastes shall not be kept except in sanitary containers. All incinerators or other equipment for the storage or disposal of such material shall be kept in a clean and sanitary condition.

057-09-1363

(o) No boats or trailers may be parked in front of the front building line of any lot.

(p) Easements affecting all lots in this subdivision are reserved, as shown on the official unrecorded plat, for the installation and maintenance of utilities and drainage facilities, and in addition to the easements shown on said plat, there is hereby designated and dedicated for use of all public utilities, an unobstructed aerial easement five (5) feet wide from a plane twenty (20) feet above the ground, upward, located adjacent to said easements as shown on said plat.

(q) Title to any lot or portion thereof shall not include title to any utility lines in, under, or on, any easement or street.

(r) All residents shall use water services provided by Forest Cove Utility Company, and no other, and at the time of the installation of the water tap and water meter for said lot the builder or owner shall pay to Forest Cove Utility Company, or its assignee, a tap fee of One Hundred Twenty-five (\$125.00) Dollars.

(s) All concrete pipe under driveways must be at least 18 inches in diameter and may be of a greater dimension when required by the ARCHITECTURAL CONTROL COMMITTEE.

(t) Beginning January 1, 1962, each residential lot in FOREST COVE, SECTION TWO, which fronts on Lake Houston shall be subject to an annual maintenance charge of \$20.00 per lot per year and each residential lot which does not have such waterfrontage shall be subject to an annual maintenance charge of \$10.00 per lot per year, for the purpose of creating a fund for the use and benefit of the FOREST COVE PROPERTY OWNERS ASSOCIATION, INC., a non-profit corporation; such charges are to be paid by the then owner of each lot in connection with like charges to be paid by the owners of other lots in FOREST COVE, SECTION TWO. This maintenance charge is to be paid annually on the first day of January of each year and there shall be 6% interest charged on any delinquent payments. The maintenance charge shall be secured by a vendor's lien upon such lots, but said vendor's lien shall be secondary and subordinate to any valid first mortgage purchase lien or mechanic's and materialman's lien for the purchase or construction of a residence or other improvements on said lots.

FOREST COVE PROPERTY OWNERS ASSOCIATION, INC. shall apply the total of the sums so collected, so far as they may be sufficient for the repair and maintenance of streets and vacant lots and for the maintenance of the waterfront of said property including, but not by way of limitation, the dredging of channels, and for doing any other things which in the opinion of said Association are necessary or desirable to improve or maintain the property and which is of general benefit to the owners or occupants of FOREST COVE, SECTION TWO.

The annual charge for maintenance may be adjusted by the Association from year to year as the needs of the property may, in their judgment, require, but shall in no event be set at a higher amount than hereinabove stated, except by duly recorded petition signed by not less than three-fourths (3/4ths) of the then property owners of FOREST COVE, SECTION TWO, and in that event such an increase shall be binding upon all of the then property owners in said subdivision.

(u) Nothing herein contained shall serve to restrict or reserve in any manner any land other than the land described in the unrecorded plat of FOREST COVE, SECTION TWO, as described above by metes and bounds.

(v) Any violation of any of the covenants, agreements, reservations, easements and restrictions herein shall not have the effect of impairing or affecting the rights of any mortgagee, trustee or grantor, under any mortgage, or deed of trust, or to the assignee of any mortgagee, trustee, or guarantor, under any such mortgage or deed of trust, outstanding against the said property at the time that the easements, agreements, restrictions, reservations, or covenants may be violated.

EXECUTED this 22th day of July, 1961.

FOREST COVE DEVELOPMENT COMPANY

By: Howard W. Edwards
President

Attest:
C. Richard Morley
Secretary

THE STATE OF TEXAS)
COUNTY OF HARRIS)

FILED CODE 63
057-09-1364

DEED RECORDS
VOL 4472 PAGE 361

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

GIVEN UNDER MY HAND AND SEAL OF OFFICE this 23rd day of August, 1961.

Evelyn L. McNair
Notary Public in and for Harris County, Texas.

STATE OF TEXAS }
COUNTY OF HARRIS }

I hereby certify that this instrument was FILED on the date and at the time stamped hereon by me; and was duly RECORDED, in the Volume and Page of the named RECORDS of Harris County, Texas, as stamped hereon by me, on

AUG 24 1961



R. C. Carrington
COUNTY CLERK,
HARRIS COUNTY, TEXAS

25
Return to:
E. L. McNair
1104 Quack Avenue
Harris County, Texas

E049127

THE STATE OF TEXAS §
COUNTY OF HARRIS §

172-25-2485

AFFIDAVIT

BEFORE ME, the undersigned notary public, on this 17th
day of December, 1973, personally came and appeared John G.
Domingue, who being by me first duly sworn stated upon his oath
as follows:

1. Affiant is an individual whose domicile and residence
is at 3802 Marlin Lane, Bay Colony Subdivision, LaPorte, Harris
County, Texas. There is presently a record in the deed records
of the County Clerk, Harris County, Texas, and an instrument
entitled "Restrictions of Bay Colony Subdivision" which instrument
is filed in Volume 4472, page 519 through 523, being filed on
August 25, 1961.

2. Pursuant to the instrument "Restrictions of Bay Colony
Subdivision" described in the preceeding paragraph, there is and
has been an organization known as the Bay Colony Property Owner
Association, and affiant is a duly elected member of the Board of
Directors of such association and is also the Secretary of such
association.

3. There exists in Bay Colony Subdivision as of this date
a total of 145 lots, all of such lots being owned by 117 indi-
viduals.

4. Pursuant to the provisions of the said "Restrictions of
Bay Colony Subdivision", particularly section (s) thereof, each
of the 145 lots in the Bay Colony Subdivision were and are presently
subject to an annual maintenance charge of \$25.00, such charge to
be prepaid annually on the first of January of each year. The said
"Restrictions of Bay Colony Subdivision" proscribe particularly in
paragraph (w) thereof that the annual charge of maintenance may be

adjusted to an amount in excess of \$25.00 per lot per year, pursuant to a duly recorded petition signed by at least three-fourths of the then property owners of the Bay Colony Subdivision.

5. Pursuant to the provisions of Section (w) of the said "Restrictions of Bay Colony Subdivision" petitions have now been signed by the owners of 95 of the total of the 117 present property owners of Bay Colony Subdivision approving and sanctioning the increase of the annual maintenance charge from \$25.00 per lot per year to \$37.50 per lot per year, an increase of fifty percent over and above the existing maintenance charge in effect. The petitions proscribe that the maintenance charge shall be effective for years beginning January 1, 1974.

6. Ninety-five of the present 117 property owners (a total of 81.196%) having signed the petitions authorizing and sanctioning the increase in the maintenance charge of 50% to a total of \$37.50 per lot, such maintenance charge is thereby increased 50% as of January 1, 1974. Attached hereto and incorporated herein by reference are 15 petitions signed by 95 of the 117 property owners of the Bay Colony Subdivision.

EXECUTED at Houston, Texas on the date hereinabove first written.

John G. Domingue
John G. Domingue

SUBSCRIBED AND SWORN TO before me, a notary public, on this the 17th day of December, 1973, to certify which witness my hand and seal of office.


Dean Cook
NOTARY PUBLIC IN AND FOR
HARRIS COUNTY, TEXAS

THE STATE OF TEXAS §

COUNTY OF HARRIS §

BEFORE ME, the undersigned notary public, came and appeared
John G. Domingue, who acknowledged that he executed the foregoing
affidavit for the purposes and consideration therein stated.

HOUSTON, TEXAS, this 17th day of December, 1973.


James Cook
NOTARY PUBLIC IN AND FOR
HARRIS COUNTY, T E X A S

172-25-2487

*Return
Chambers & Co. Inc.
White & Waters
1930 1000 Main Street
Houston, Texas*

FILED
HARRIS COUNTY CLERK
HARRIS COUNTY, TEXAS
DEC 26 2 27 PM 1973

1.72-25-2488

If such an increase is approved by 75% of the property owners of BAY COLONY SUB-DIVISION, it shall be effective as of January 1, 1974 and shall be binding upon all of the then property owners of BAY COLONY SUB-DIVISION and subsequent sections.

Names

B. F. Lazear
Robert Swente

5135 Etapic
Houston Tex 77035
518 Bay Colony Drive La Porte, Tex

172-25-2489

RECORDER'S MEMORANDUM:
 Portions of This Instrument Were Inked or
 Blotted Out At The Time of Recording.

21.

21

Addresses

John H. Mashum	3906 Fairfield Ave.
Mrs E. J. Smith	3811 Bonita Lane
Mrs Richard L. Hume	3810 Broadway
26th Harry E. Wierstein	3870 Dolphin Ave

172-25-2490

If such an increase is approved by 75% of the property owners of BAY COLONY SUB-DIVISION, it shall be effective as of January 1, 1974 and shall be binding upon all of the then property owners of BAY COLONY SUB-DIVISION and subsequent sections.

Names
W. R. Brown

Addresses
Gov D. Colony Dr

P. G. Mahstedt

430 Bay Colony St.

P E T I T I O N

In accordance with the DEED RESTRICTIONS OF BAY COLONY SUB-DIVISION, as recorded in the DEED RECORDS filed with the County Clerk, Harris County, Texas, Volume 4472, page 519 through and including 523, Section (S) and (W), the BAY COLONY PROPERTY OWNERS ASSOCIATION Board of Directors is recommending a 50% (fifty percent) increase to the existing maintenance fee for all property owners of BAY COLONY SUB-DIVISION and subsequent sections.

If such an increase is approved by 75% of the property owners of BAY COLONY SUB-DIVISION, it shall be effective as of January 1, 1974 and shall be binding upon all of the then property owners of BAY COLONY SUB-DIVISION and subsequent sections.

The following undersigned property owners of Bay Colony Sub-division are in favor of the above mentioned increase of 50% (fifty percent) to the existing maintenance fee.

Names

Addresses

James B. Jamison Jr

219 Bay Colony Drive

172-25-2491

172-25-2492

If such an increase is approved by 75% of the property owners of BAY COLONY SUB-DIVISION, it shall be effective as of January 1, 1974 and shall be binding upon all of the then property owners of BAY COLONY SUB-DIVISION and subsequent sections.

Names

Ed Bluestein

Addresses
938 Band of Sunset Bldg (Bay colony circle lot) / M

[illegible]

172-25-2493

If such an increase is approved by 75% of the property owners of BAY COLONY SUB-DIVISION, it shall be effective as of January 1, 1974 and shall be binding upon all of the then property owners of BAY COLONY SUB-DIVISION and subsequent sections.

The following undersigned property owners of Bay Colony Sub-division are in favor of the above mentioned increase of 50% (fifty percent) to the existing maintenance fee.

Addresses

Don't know where

108 Bone Valley

172-25-2494

If such an increase is approved by 75% of the property owners of BAY COLONY SUB-DIVISION, it shall be effective as of January 1, 1974 and shall be binding upon all of the then property owners of BAY COLONY SUB-DIVISION and subsequent sections.

The following undersigned property owners of Bay Colony Sub-division are in favor of the above mentioned increase of 50% (fifty percent) to the existing maintenance fee.

Addresses

This image shows a single sheet of white paper with horizontal blue or grey ruling lines. The lines are evenly spaced and run across the width of the page. There is no handwriting or other markings on the paper.

SAILFISH I

PETITION

In accordance with the DEED RESTRICTIONS OF BAY COLONY SUB-DIVISION, as recorded in the DEED RECORDS filed with the County Clerk, Harris County, Texas, Volume 4472, page 519 through and including 523, Sections (S) and (W), the BAY COLONY PROPERTY OWNERS ASSOCIATION Board of Directors is recommending a 50% (fifty percent) increase to the existing maintenance fee for all property owners of BAY COLONY SUB-DIVISION and subsequent sections.

If such an increase is approved by 75% of the property owners of BAY COLONY SUB-DIVISION, it shall be effective as of January 1, 1974 and shall be binding upon all of the then property owners of BAY COLONY SUB-DIVISION and subsequent sections.

The following undersigned property owners of Bay Colony Sub-division are in favor of the above mentioned increase of 50% (fifty percent) to the existing maintenance fee.

172-25-2495

Names	Addresses
Jesse Charles Hauer	3811 Sailfish Lane
Mrs Joyce J Hauer	3811 Sailfish Lane
Miss Jo B. Whitmot	3914 Sailfish Lane
John H. Brashear	3906 Sailfish Lane
Donald James	3910 Sailfish
W. L. Eldon	3806 Sailfish Lane
J. S. Eldon	3806 Sailfish Lane
Frances Williams	3803 Sailfish
Lee R. Whitmot	3914 Sailfish
Donald J. Scott	3810 Sailfish
George Scott	3810 Sailfish
J. M. Seaburn	3902 Sailfish
George Seaburn	3902 Sailfish
J. S. Brashear	3911 Sailfish Lane
Mary Brashear	3911 Sailfish Lane
J. T. Wack	3807 Sailfish
Lawrence	3807 Sailfish
Ken Schader	3915 Sailfish Lane
Mary Ellen Schader	

SAILFISH II

P E T I T I O N

In accordance with the DEED RESTRICTIONS OF BAY COLONY SUB-DIVISION, as recorded in the DEED RECORDS filed with the County Clerk, Harris County, Texas, Volume 4472, page 519 through and including 523, Sections (S) and (W), the BAY COLONY PROPERTY OWNERS ASSOCIATION Board of Directors is recommending a 50% (fifty percent) increase to the existing maintenance fee for all property owners of BAY COLONY SUB-DIVISION and subsequent sections.

If such an increase is approved by 75% of the property owners of BAY COLONY SUB-DIVISION, it shall be effective as of January 1, 1974 and shall be binding upon all of the then property owners of BAY COLONY SUB-DIVISION and subsequent sections.

The following undersigned property owners of Bay Colony Sub-division are in favor of the above mentioned increase of 50% (fifty percent) to the existing maintenance fee.

172-25-2496

Names

Addresses

Paul Scott
Paul Scott

3903 S. Gulf
" "

OK

172-25-2497

If such an increase is approved by 75% of the property owners of BAY COLONY SUB-DIVISION, it shall be effective as of January 1, 1974 and shall be binding upon all of the then property owners of BAY COLONY SUB-DIVISION and subsequent sections.

The following undersigned property owners of Bay Colony Sub-division are in favor of the above mentioned increase of 50% (fifty percent) to the existing maintenance fee.

Addresses

Ken and Miriam Orth	3906 Barracuda
Jeane & Carroll McKinnis	3902 Barracuda Lane
Ellis & Ruby Stanford	3911 Barracuda Lane
Estelle Vaughn	3819 Barracuda
Jay & Cathy Emick	3807 BARRACUDA
Robert Lewis	3818 Barracuda
Raymond O. Hansen	3910 Barracuda, 3914 Barracuda
Jay & Cathy Emick	3803 Barracuda (corner lot)
Earl A. Smith	3814 Barracuda
Ed. J. Jansson	3907 Barracuda

RECORDER'S MEMORANDUM:
The changes made on this instrument
were present at the time instrument
was filed and recorded.

P E T I T I O N

In accordance with the DEED RESTRICTIONS OF BAY COLONY SUB-DIVISION, as recorded in the DEED RECORDS filed with the County Clerk, Harris County, Texas, Volume 4472, page 519 through and including 523, Sections (S) and (W), the BAY COLONY PROPERTY OWNERS ASSOCIATION Board of Directors is recommending a 50% (fifty percent) increase to the existing maintenance fee for all property owners of BAY COLONY SUB-DIVISION and subsequent sections.

If such an increase is approved by 75% of the property owners of BAY COLONY SUB-DIVISION, it shall be effective as of January 1, 1974 and shall be binding upon all of the then property owners of BAY COLONY SUB-DIVISION and subsequent sections.

The following undersigned property owners of Bay Colony Sub-division are in favor of the above mentioned increase of 50% (fifty percent) to the existing maintenance fee.

Names	Addresses
<i>H. H. Hart</i>	306 Bay Colony
<i>Norman T. Key</i>	3806 Marlin Ln.
<i>Valeria Key</i>	3806 Marlin Ln.
<i>J. P. Key</i>	3810 Marlin Ln.
<i>John Brown</i>	3810 Marlin Ln.
<i>Joseph McElroy</i>	3907 Marlin Lane
<i>Dee McElroy</i>	3907 Marlin Lane
<i>Rachel Hampton</i>	3914 Marlin Lane
<i>Josue Domingue</i>	3802 Marlin Lane
<i>John Domingue</i>	3802 Marlin Lane
<i>Bobie Davis</i>	3811 Marlin Lane
<i>James L. Davis</i>	3811 Marlin Ln.
<i>Rene Maher</i>	3911 Marlin Ln.
<i>R. Maher, JR.</i>	
<i>Marion A. Valerio</i>	3815 Marlin Lane
<i>W. J. Blackman Jr.</i>	3803 Marlin Lane
<i>Mrs. W. J. Blackman Jr.</i>	3803 Marlin Lane
<i>John M. Blackman</i>	3906 Marlin Lane
<i>Mrs. John M. Blackman</i>	3906 Marlin Lane

172-25-2498

RECORDERS MEMORANDUM:
The above instrument was filed and recorded.

190

172-25-2499

If such an increase is approved by 75% of the property owners of BAY COLONY SUB-DIVISION, it shall be effective as of January 1, 1974 and shall be binding upon all of the then property owners of BAY COLONY SUB-DIVISION and subsequent sections.

[illegible]

172-25-2500

If such an increase is approved by 75% of the property owners of BAY COLONY SUB-DIVISION, it shall be effective as of January 1, 1974 and shall be binding upon all of the then property owners of BAY COLONY SUB-DIVISION and subsequent sections.

Names

Addresses

Mr & Mrs Delbert Cutrell	3926 Bonita Lane
Mr & Mrs Harry Chase	3910 Bonita
Mr & Mrs Larry Newadba	3914 Bonita
Mr & Mrs John Mc Lardy	3911 Bonita
Mr & Mrs Sam & Helen	3815 Bonita
Mr & Mrs Bob Hall	3807 Bonita Lane
Mr & Mrs Leland C. Forman	3803 Bonita Lane
Mr & Mrs Harry D. Winsley	3802 Bonita Lane
Mr & Mrs Neil E. Smith	3811 Bonita Lane
Mr & Mrs Tommy Seaman	3907 Bonita Lane
Mr & Mrs J. E. Sauer	3902 Bonita Lane
Mr & Mrs Perry D. Williams	3806 Bonita Lane
Mr & Mrs Howard	3909 Bonita Lane
Mr & Mrs C. Foster	3801 Bonita Lane

P E T I T I O N

In accordance with the DEED RESTRICTIONS OF BAY COLONY SUB-DIVISION, as recorded in the DEED RECORDS filed with the County Clerk, Harris County, Texas, Volume 4472, page 519 through and including 523, Sections (S) and (W), the BAY COLONY PROPERTY OWNERS ASSOCIATION Board of Directors is recommending a 50% (fifty percent) increase to the existing maintenance fee for all property owners of BAY COLONY SUB-DIVISION and subsequent sections.

If such an increase is approved by 75% of the property owners of BAY COLONY SUB-DIVISION, it shall be effective as of January 1, 1974 and shall be binding upon all of the then property owners of BAY COLONY SUB-DIVISION and subsequent sections.

The following undersigned property owners of Bay Colony Sub-division are in favor of the above mentioned increase of 50% (fifty percent) to the existing maintenance fee.

Names	Addresses
Mark C. Hawkins	3810 TARPON LANE
Arthur W. Hawkins	" " "
John Corley	3806 Tarpon
Bill J. Colley	" "
Ed. Schwanbach	3807 Tarpon
Morris Springbrook	3807 Tarpon
Wm. E. Marquis	3903 Tarpon Lane
T. O. Marquis	3803 " "
W. E. Bidsong	3911 Tarpon Lane
Landra M. Bidsong	3911 Tarpon Lane
Ronald W. Bidsong	3911 Tarpon Lane
Ken Carlson	3911 Tarpon Lane
Lee J. Gardina	3914 Tarpon Lane
Joe Elden Gardina	3914 Tarpon Lane
J. L. Thompson	3815 Tarpon Lane
W. A. Thompson	3815 Tarpon Lane
Wanda White	3910 Tarpon Lane
McMoore	3811 Tarpon Lane

172-25-2501

192

P E T I T I O N

In accordance with the DEED RESTRICTIONS OF BAY COLONY SUB-DIVISION, as recorded in the DEED RECORDS filed with the County Clerk, Harris County, Texas, Volume 4472, page 519 through and including 523, Sections (S) and (W), the BAY COLONY PROPERTY OWNERS ASSOCIATION Board of Directors is recommending a 50% (fifty percent) increase to the existing maintenance fee for all property owners of BAY COLONY SUB-DIVISION and subsequent sections.

If such an increase is approved by 75% of the property owners of BAY COLONY SUB-DIVISION, it shall be effective as of January 1, 1974 and shall be binding upon all of the then property owners of BAY COLONY SUB-DIVISION and subsequent sections.

The following undersigned property owners of Bay Colony Sub-division are in favor of the above mentioned increase of 50% (fifty percent) to the existing maintenance fee.

Names	Addresses
Jack D. Kimbrey	3802 Dolphin Lane
Beverly J. Kimbrey	3802 Dolphin Lane
Edward C. Sarlto	3806 Dolphin Lane
Judith C. Sarlto	3806 Dolphin Lane
Barbara M. Amitt	3811 Dolphin
J. R. Amitt	" "
Art Stafford, Jr.	3814 DOLPHIN
Sharon Stafford	3814 Dolphin
Wm. E. Huxford	3911 Dolphin
Ray Huxford	3911 Dolphin
Jessie Williams	3903 Dolphin
Robert J. Ware	3807 Dolphin
Judy Ware	"
Ward Cleek	3910 Dolphin
Rachel C. Cleek	3910 Dolphin
B. P. Samsone	3915 Dolphi
Kary Samsone	3915 Dolphin (same)

172-25-2502

H268536

NO.

003-83-1770

THE STATE OF TEXAS

COUNTY OF HARRIS

12/21/81 00021986 H268536 \$ 83.00

AFFIDAVIT

BEFORE ME, the undersigned Notary Public, on this 23 day of November,

1981, personally came and appeared Sherilyn S. Smith, who being by me first duly

sworn stated upon her oath as follows:

1. Affiant is an individual whose domicile and residence is at 3807 Bonita, Bay Colony Subdivision, La Porte, Harris County, Texas. There is presently a record in the deed records of the County Clerk, Harris County, Texas, and an instrument entitled "Restrictions of Bay Colony Subdivision" which instrument is filed in Volume 4472, page 519 through 523, being filed on August 25, 1961.

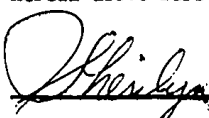
2. Pursuant to the instrument "Restrictions of Bay Colony Subdivision" described in the preceding paragraph, there is and has been an organization known as the Bay Colony Property Owners Association, and affiant is a duly elected member of the Board of Directors of such association and is also the secretary of such association.

83
3. Pursuant to the provisions of the said "Restrictions of Bay Colony Subdivision", particularly Section (S) thereof, each of the property owners in the Bay Colony Subdivision were and are presently subject to an annual maintenance charge of \$37.50, such charge to be prepaid annually on the first day of January of each year. The said "Restrictions of Bay Colony Subdivision" proscribe particularly in paragraph (W) thereof that the annual charge of maintenance may be adjusted to an amount in excess of \$37.50 per lot per year, pursuant to a duly recorded petition signed by at least three-fourths of the then property owners of the Bay Colony Subdivision.


4. Pursuant to the provisions of Section (W) of the said "Restrictions of Bay Colony Subdivisions" petitions have now been signed by 75% of the property owners of Bay Colony Subdivision approving and sanctioning the increase of the annual maintenance charge from \$37.50 per lot per year to \$56.25 per each residential lot as established by Peabody Engineering on September, 1966. The petitions proscribe that the maintenance charge shall be effective for years beginning January 1, 1981.


5. Seventy-five percent (75%) of the Bay Colony property owners having signed the petitions authorizing and sanctioning the increase in the maintenance charge from \$37.50 to \$56.25 per lot, such maintenance charge is thereby increased to \$56.25 as of January 1, 1981. Attached hereto and incorporated herein by reference are 30 petitions signed by 75% of the Bay Colony Subdivision property owners.

EXECUTED at Houston, Texas on the date herein above first written.


Sherilyn S. Smith
Secretary
Bay Colony Property Owners Association

SUBSCRIBED AND SWORN TO before me, a Notary Public, on this the 23 day of November, 1981, to certify which witness my hand and seal of office.


NOTARY PUBLIC IN AND FOR
HARRIS COUNTY, TEXAS
My Commission Expires
Barbara S. Newell


Ed Bluestein Jr.
203 Bay Colony Circle
La Porte TX 77571

THE STATE OF TEXAS

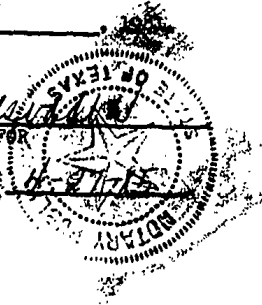
COUNTY OF HARRIS

003-83-1771

BEFORE ME, the undersigned Notary Public, came and appeared Sherilyn S. Smith,
who acknowledged that she executed the foregoing Affidavit for the purpose
and consideration therein stated.

HOUSTON, TEXAS this 23 day of November

Barbara S. Nesvada
NOTARY PUBLIC IN AND FOR
HARRIS COUNTY, TEXAS
My Commission Expires 11-27-15
Barbara S. Nesvada



FILED
DEC 21 11 52 AM 1981
Chia R. Rios
COUNTY CLERK
HARRIS COUNTY, TEXAS

BAY COLONY PROPERTY OWNERS ASSOCIATION
1981 List of Members in Good Standing

003-83-1772

1. A. King
- ✓2. Mrs. A. A. Ledbetter
- ✓3. Raoul Beasley
- ✓4. Rolfe Beaudry
- ✓5. H. T. Barkley
- ✓6. W. E. Harris
- ✓7. T. D. Cronin
- ✓8. Frances Heyck
- ✓9. R. Atmar
- ✓10. T. Sparks
- ✓11. J. B. Coolidge
12. W. R. Bacon
- ✓13. H. J. Schott, Jr.
- ✓14. Milton Cooke
15. Mrs. Tanner Hunt, Jr.
- ✓16. Douglas B. Hansen
17. Andre Caradec
- ✓18. R. L. Crippen
- ✓19. F. Jeys
20. Carmen Smythe Pearce
21. Carla Smythe Ivins
22. Chas. M. Smythe, Jr.
- ✓23. C. Mahlstedt
- ✓24. Carroll May
- ✓25. Dean Snider
- ✓26. C. D. Hovey
27. R. I. White
- ✓28. H. W. Ireland
29. K. A. Jones
- ✓30. E. A. Bluestein, Jr.
- ✓31. B. L. Helm
- ✓32. C. F. Jorns
- ✓33. H. C. Van Wagner
- ✓34. Jimmy L. Allred
- ✓35. Gary Lofgren
- ✓36. Brian Behler
37. S. Pomonis
- ✓38. Edward L. Tallichet
- ✓39. C. G. Thompson
- ✓40. W. K. Biggs
- ✓41. A. J. Hickman
- ✓42. Wm. S. Van Sickler
- ✓43. Bob Davis
- ✓44. P. DiValerio
- ✓45. Cleve Barron
- ✓46. G. A. Mills
- ✓47. George Nordin
- ✓48. George L. Mueller
- ✓49. N. T. Key
- ✓50. N..E. Smith

003-83-1773

- ✓51. J. L. Graham
- ✓52. R. L. Kephart
- 53. T. Fain
- ✓54. J. T. Jackson
- ✓55. G. P. Belken
- ✓56. T. M. Seaman
- ✓57. J. Krivjansky
- ✓58. Robert Pauley
- 59. Mrs. A. B. Kellersberger
- ✓60. G. D. Tinsley
- ✓61. L. D. Gillum
- 62. G. W. Elder
- 63. F. Burns
- 64. J. H. Stuart
- 65. T. Stacy
- ✓66. J. E. Suber
- ✓67. W. I. Guilliams
- ✓68. D. F. Cutrell
- 69. John Harp
- ✓70. M. W. Perkins
- ✓71. M. J. Boyaki, Jr.
- ✓72. R. L. Stevenson
- ✓73. Pearl Miller
- ✓74. Marc Tyler
- ✓75. Kent Gallaspie
- 76. H. D. Cubley
- ✓77. Steve Jordan
- ✓78. J. C. Haver
- 79. O. K. Stafford
- 80. K. Powell
- ✓81. Edward Campbell
- ✓82. A. P. Barrett
- ✓83. W. C. Cleek
- ✓84. Larry Murphy
- 85. Donald Drier
- ✓86. J. Emrick
- ✓87. Pauline Holton
- ✓88. D. F. Scott
- ✓89. J. P. Phillips
- 90. M. R. Manning
- ✓91. D. R. Vaughn
- ✓92. R. W. Hefley
- ✓93. Don James
- ✓94. ~~G. D. Patterson~~ Santos Flores
- ✓95. Ron Williams
- ✓96. A. D. Richer
- 97. James Grove
- ✓98. G. H. Mahlstedt
- ✓99. R. W. Carlson
- ✓100. E. E. Smith
- ✓101. J. L. Thompson
- ✓102. R. Gillispie
- 103. R. Hampton

RECORDER'S MEMORANDUM:

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

- ✓104. W. C. McKinnis
- 105. A. C. Marquis
- ✓106. K. N. Barth
- 107. R. Hoosier
- 108. L. Birdsong
- ✓109. B. G. Corley
- 110. Richard Harrington
- ✓111. M. L. Moore
- 112. S. L. Klataska
- 113. S. E. Bean
- ✓114. B. L. Higgins

123
 .75

 615
 861

 92.25

003-83-1774

Condominium Owners

- ✓115. W. P. Hamblan
- ✓116. Henry Holle
- ✓117. J. F. Kelley, Jr.
- ✓118. Bert McAshan
- ✓119. Wm. Ratz
- ✓120. Frank Robertson
- ✓121. James Tichenor, Jr.
- ✓122. L. B. Weller
- ✓123. Frank Zumwalt

14

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 12

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 93

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

P E T I T I O N

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003-83-1775

If such an increase is approved by 75% of the property owners of Bay Colony Sub-division, it shall be effective as of January 1, 1981, and shall be binding upon all of the then property owners of Bay Colony Sub-division and subsequent sections.

The following undersigned property owners of Bay Colony Sub-division are in favor of the annual maintenance charge being adjusted to \$56.25.

NAMES

ADDRESSES

James H. Tichenor Jr.	615 Bay Colony #10
Frank H. Ashton	615 Bay Colony #5
Robert B. Miller	615 Bay Colony #9
W. David Lude	615 BAY COLONY #4
Henry B. Holbe	615 BAY COLONY #2
G. L. Helms	615 Bay Colony #8
Paul J. Small	615 Bay Colony #3

RECORDER'S MEMORANDUM:

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P E T I T I O N

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If such an increase is approved by 75% of the property owners of Bay Colony Sub-division, it shall be effective as of January 1, 1981, and shall be binding upon all of the then property owners of Bay Colony Sub-division and subsequent sections.

The following undersigned property owners of Bay Colony Sub-division are in favor of the annual maintenance charge being adjusted to \$56.25.

NAMES

ADDRESSES

Mrs. H.T. Barkley 202 Bay Colony Dr

003-83-1776

P E T I T I O N

In accordance with the DEED RESTRICTIONS of Bay Colony Sub-division, as recorded in the DEED RECORDS filed with the County Clerk, Harris County, Texas, Volume 4472, page 519 through and including 523, Sections (s) and (w), the Bay Colony Property Owners Association's Board of Directors are recommending the annual maintenance charge be adjusted to \$56.25 for each residential lot as established by Peabody Engineering September 1966.

If such an increase is approved by 75% of the property owners of Bay Colony Sub-division, it shall be effective as of January 1, 1981, and shall be binding upon all of the then property owners of Bay Colony Sub-division and subsequent sections.

The following undersigned property owners of Bay Colony Sub-division are in favor of the annual maintenance charge being adjusted to \$56.25.

NAMES	ADDRESSES
George & Claudia Mueller	3803 Bonita
Leif & Sherry Smith	3807 Bonita
Doris Cutrell	3906 Bonita
Wayne & Candice Perkins	3910 Bonita
Bob Kephart	3811 Bonita
Bob Williams	3806 Bonita
Barbara Suber	3902 Bonita
Edna Lindsay	3802 Bonita
Bob Stevenson	3914 Bonita
Leann & Jerry Jackson	3903 Bonita

003-83-1777

P E T I T I O N

In accordance with the DEED RESTRICTIONS of Bay Colony Sub-division, as recorded in the DEED RECORDS filed with the County Clerk, Harris County, Texas, Volume 4472, page 519 through and including 523, Sections (s) and (w), the Bay Colony Property Owners Association's Board of Directors are recommending the annual maintenance charge be adjusted to \$56.25 for each residential lot as established by Peabody Engineering September 1966.

If such an increase is approved by 75% of the property owners of Bay Colony Sub-division, it shall be effective as of January 1, 1981, and shall be binding upon all of the then property owners of Bay Colony Sub-division and subsequent sections.

The following undersigned property owners of Bay Colony Sub-division are in favor of the annual maintenance charge being adjusted to \$56.25.

NAMES

ADDRESSES

Mr & Mrs Ronald A. Carlson	384 Tarpon
Mr. M. J. Moore	3814 Tarpon
Burtine L. Higgins	3914 Tarpon
Billy D. Corley	3806 TARPON
J. L. Thompson	3815 Tarpon

003-83-1778

P E T I T I O N

In accordance with the DEED RESTRICTIONS of Bay Colony Sub-division, as recorded in the DEED RECORDS filed with the County Clerk, Harris County, Texas, Volume 4472, page 519 through and including 523, Sections (s) and (w), the Bay Colony Property Owners Association's Board of Directors are recommending the annual maintenance charge be adjusted to \$56.25 for each residential lot as established by Peabody Engineering September 1966.

If such an increase is approved by 75% of the property owners of Bay Colony Sub-division, it shall be effective as of January 1, 1981, and shall be binding upon all of the then property owners of Bay Colony Sub-division and subsequent sections.

The following undersigned property owners of Bay Colony Sub-division are in favor of the annual maintenance charge being adjusted to \$56.25.

NAMES	ADDRESSES
Ward C. Cleek	Rachel @ Cleek 3910 Dolphin Ln
Thos. M. Dwyer	Rita D. Dwyer 522 Bay Colony Dr.
Christian & Don Mahstedt	430 Bay Colony Dr.
Earl E. Smith	Loyce M. Smith 3814 Barracuda
Charles D. Hargis	510 Bay Colony Dr.
Carol C. May	502 Bay Colony Dr.
Larry J. Murphy	3911 Sailfish

RECORDER'S MEMORANDUM:

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P E T I T I O N

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If such an increase is approved by 75% of the property owners of Bay Colony Sub-division, it shall be effective as of January 1, 1981, and shall be binding upon all of the then property owners of Bay Colony Sub-division and subsequent sections.

The following undersigned property owners of Bay Colony Sub-division are in favor of the annual maintenance charge being adjusted to \$56.25.

NAMES

ADDRESSES

→ Agha
H.J. Schmitt Jr

H. J. Schmitt Jr

306 BAY COLONY DR

P E T I T I O N

In accordance with the DEED RESTRICTIONS of Bay Colony Sub-division, as recorded in the DEED RECORDS filed with the County Clerk, Harris County, Texas, Volume 4472, page 519 through and including 523, Sections (s) and (w), the Bay Colony Property Owners Association's Board of Directors are recommending the annual maintenance charge be adjusted to \$56.25 for each residential lot as established by Peabody Engineering September 1966.

If such an increase is approved by 75% of the property owners of Bay Colony Sub-division, it shall be effective as of January 1, 1981, and shall be binding upon all of the then property owners of Bay Colony Sub-division and subsequent sections.

The following undersigned property owners of Bay Colony Sub-division are in favor of the annual maintenance charge being adjusted to \$56.25.

NAMES

ADDRESSES

Mrs. A. G. Ledbetter, Jr. 3262 Reba Drive
Houston, 77019
Texas

003-83-1781

003-83-1782

The following undersigned property owners of Bay Colony Sub-division are in favor of the annual maintenance charge being adjusted to \$56.25.

[illegible]

003-83-1783

The following undersigned property owners of Bay Colony Sub-division are in favor of the annual maintenance charge being adjusted to \$56.25.

NAME S

ADDRESSES

17/inst Gallargie H.O.V.I.C Dept 03
Box 127 Kingshill
St. Croix N.S.W.I. 00850
(for 3806 Dolphin Ln.)

P E T I T I O N

In accordance with the DEED RESTRICTIONS of Bay Colony Sub-division, as recorded in the DEED RECORDS filed with the County Clerk, Harris County, Texas, Volume 4472, page 519 through and including 523, Sections (s) and (w), the Bay Colony Property Owners Association's Board of Directors are recommending the annual maintenance charge be adjusted to \$56.25 for each residential lot as established by Peabody Engineering September 1966.

If such an increase is approved by 75% of the property owners of Bay Colony Sub-division, it shall be effective as of January 1, 1981, and shall be binding upon all of the then property owners of Bay Colony Sub-division and subsequent sections.

The following undersigned property owners of Bay Colony Sub-division are in favor of the annual maintenance charge being adjusted to \$56.25.

003-83-1784

NAMES

ADDRESSES

MARYANNE & EDWARD TALLIET 219 BAY COLONY DRIVE

Edna Tallet

003-83-1785

The following undersigned property owners of Bay Colony Sub-division are in favor of the annual maintenance charge being adjusted to \$56.25.

NAMES

ADDRESSES

Francis M. Heyck 1925 South Blvd, Houston 77098

003-83-1786

The following undersigned property owners of Bay Colony Sub-division are in favor of the annual maintenance charge being adjusted to \$56.25.

NAMES

ADDRESSES

James Sparks } 234 Bay Colony Drive
Mrs. James Sparks }

P E T I T I O N

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If such an increase is approved by 75% of the property owners of Bay Colony Sub-division, it shall be effective as of January 1, 1981, and shall be binding upon all of the then property owners of Bay Colony Sub-division and subsequent sections.

The following undersigned property owners of Bay Colony Sub-division are in favor of the annual maintenance charge being adjusted to \$56.25.

003-83-1787

NAMES

ADDRESSES

Jimmy L. Allred (JL Allred)	211 Bay Colony Circle
Dan Lofgren	214 Bay Colony Circle
Wilma Biggs	227 Bay Colony Dr.
Helma Jafays	414 Bay Colony Drive
Marsha M. Bluestein	203 Bay Colony Circle
Henry C. Van Wagner	207 Bay Colony Circle
W. E. Harris	204 Bay Colony Drive

RECORDER'S MEMORANDUM:

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P E T I T I O N

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If such an increase is approved by 75% of the property owners of Bay Colony Sub-division, it shall be effective as of January 1, 1981, and shall be binding upon all of the then property owners of Bay Colony Sub-division and subsequent sections.

The following undersigned property owners of Bay Colony Sub-division are in favor of the annual maintenance charge being adjusted to \$56.25.

003-83-1788

NAMES

ADDRESSES

Rex E. Rex, Seaman 3907 Bonita Lw
 Timothy D. Paulky 3911 Bonita Lw.

[illegible]

P E T I T I O N

In accordance with the DEED RESTRICTIONS of Bay Colony Sub-division, as recorded in the DEED RECORDS filed with the County Clerk, Harris County, Texas, Volume 4472, page 519 through and including 523, Sections (s) and (w), the Bay Colony Property Owners Association's Board of Directors are recommending the annual maintenance charge be adjusted to \$56.25 for each residential lot as established by Peabody Engineering September 1966.

If such an increase is approved by 75% of the property owners of Bay Colony Sub-division, it shall be effective as of January 1, 1981, and shall be binding upon all of the then property owners of Bay Colony Sub-division and subsequent sections.

The following undersigned property owners of Bay Colony Sub-division are in favor of the annual maintenance charge being adjusted to \$56.25.

003-83-1789

NAMES

ADDRESSES

<i>Raeel Bessly</i>	<i>110 Bay Colony</i>
<i>Jane McArthur</i>	<i>615 " "</i>
<i>Denise Haze Altman</i>	<i>230 " " Drive</i>
<i>Jimmy Holter</i>	<i>3806 SAILFISH</i>

RECORDER'S MEMORANDUM:

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P E T I T I O N

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If such an increase is approved by 75% of the property owners of Bay Colony Sub-division, it shall be effective as of January 1, 1981, and shall be binding upon all of the then property owners of Bay Colony Sub-division and subsequent sections.

The following undersigned property owners of Bay Colony Sub-division are in favor of the annual maintenance charge being adjusted to \$56.25.

003-83-1790

NAMES

ADDRESSES

<i>Ther. B. L. Helm</i>	<i>615 Bay Colony, #8</i>
<i>June Mc Ashan</i>	<i>615 Bay Colony #12</i>
<i>Mrs. Henry B. Holle</i>	<i>615 Bay Colony #2</i>

RECORDER'S MEMORANDUM:

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

003-83-1791

The following undersigned property owners of Bay Colony Sub-division are in favor of the annual maintenance charge being adjusted to \$56.25.

NAMES

ADDRESSES

Dean Snider }
Kay Snider } 506 Bay Colony Drive

P E T I T I O N

In accordance with the DEED RESTRICTIONS of Bay Colony Sub-division, as recorded in the DEED RECORDS filed with the County Clerk, Harris County, Texas, Volume 4472, page 519 through and including 523, Sections (s) and (w), the Bay Colony Property Owners Association's Board of Directors are recommending the annual maintenance charge be adjusted to \$56.25 for each residential lot as established by Peabody Engineering September 1966.

If such an increase is approved by 75% of the property owners of Bay Colony Sub-division, it shall be effective as of January 1, 1981, and shall be binding upon all of the then property owners of Bay Colony Sub-division and subsequent sections.

The following undersigned property owners of Bay Colony Sub-division are in favor of the annual maintenance charge being adjusted to \$56.25.

003-83-1792

NAMES

ADDRESSES

Douglas B. Hansen MD

318 Bay Colony Dr

Helen Hansen

318 Bay Colony Dr

RECORDER'S MEMORANDUM:

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

003-83-1793

If such an increase is approved by 75% of the property owners of Bay Colony Sub-division, it shall be effective as of January 1, 1981, and shall be binding upon all of the then property owners of Bay Colony Sub-division and subsequent sections.

The following undersigned property owners of Bay Colony Sub-division are in favor of the annual maintenance charge being adjusted to \$56.25.

ADDRESSES

Ronald H. Williams

59,4 Saltish Ln

P E T I T I O N

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If such an increase is approved by 75% of the property owners of Bay Colony Sub-division, it shall be effective as of January 1, 1981, and shall be binding upon all of the then property owners of Bay Colony Sub-division and subsequent sections.

The following undersigned property owners of Bay Colony Sub-division are in favor of the annual maintenance charge being adjusted to \$56.25.

003-83-1794

NAMES

ADDRESSES

<u>Jan Smith</u>	<u>3807 BARRACUDA LANE</u>
<u>Danell Vaughn</u>	<u>3819 Barracuda</u>
<u>Conrad D Fisher</u>	<u>3911 Barracuda</u>
<u>Jim Barth</u>	<u>3906 Barracuda Ln.</u>
<u>Wm C. McKinnis</u>	<u>3902 BARRACUDA LN.</u>
<u>R. L. Hance</u>	<u>3810 Barracuda</u>
<u>Donald R. Gillespie</u>	<u>3818 BARRACUDA</u>
<u>SANLOS FLORES</u>	<u>3907 BARRACUDA</u>

RECORDER'S MEMORANDUM:

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

P E T I T I O N

In accordance with the DEED RESTRICTIONS of Bay Colony Sub-division, as recorded in the DEED RECORDS filed with the County Clerk, Harris County, Texas, Volume 4472, page 519 through and including 523, Sections (s) and (w), the Bay Colony Property Owners Association's Board of Directors are recommending the annual maintenance charge be adjusted to \$56.25 for each residential lot as established by Peabody Engineering September 1966.

If such an increase is approved by 75% of the property owners of Bay Colony Sub-division, it shall be effective as of January 1, 1981, and shall be binding upon all of the then property owners of Bay Colony Sub-division and subsequent sections.

The following undersigned property owners of Bay Colony Sub-division are in favor of the annual maintenance charge being adjusted to \$56.25.

NAMES

ADDRESSES

<i>Ralph W. Brandy</i>	<i>5235 Memorial Dr. Houston, Texas 77007</i>
<i>Reginald H. Mahlstedt</i>	<i>3807 TARPON LANE</i>
<i>R. L. Lippin</i>	<i>410 Bay Colony</i>
<i>Frank J. Jers</i>	<i>914 Bay Colony</i>
<i>Lawrence L. Belcher</i>	<i>215 Bay Colony</i>
<i>Brian J. Belcher</i>	<i>215 Bay Colony</i>

003-83-1795

P E T I T I O N

In accordance with the DEED RESTRICTIONS of Bay Colony Sub-division, as recorded in the DEED RECORDS filed with the County Clerk, Harris County, Texas, Volume 4472, page 519 through and including 523, Sections (s) and (w), the Bay Colony Property Owners Association's Board of Directors are recommending the annual maintenance charge be adjusted to \$56.25 for each residential lot as established by Peabody Engineering September 1966.

If such an increase is approved by 75% of the property owners of Bay Colony Sub-division, it shall be effective as of January 1, 1981, and shall be binding upon all of the then property owners of Bay Colony Sub-division and subsequent sections.

The following undersigned property owners of Bay Colony Sub-division are in favor of the annual maintenance charge being adjusted to \$56.25.

NAMES

ADDRESSES

003-83-1796

NAMES	ADDRESSES
<i>Marlin</i>	
<i>Steve Reuter</i>	<i>3802 Marlin</i>
<i>Norman T. Key</i>	<i>3706 Marlin</i>
<i>George A. Miller</i>	<i>3911 Marlin</i>
<i>John J. King</i>	<i>3914 MARLIN</i>
<i>H.C. and Norma Reuter</i>	<i>3907 Marlin</i>
<i>Sue Belken</i>	<i>3906 'Marlin'</i>
<i>Albert & Ben Huhman</i>	<i>3803 Marlin</i>
<i>Helen & Jerry Graham</i>	<i>3810 MARLIN</i>
<i>M. G. D. Valero</i>	<i>3815 Marlin</i>

RECORDER'S MEMORANDUM:

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P E T I T I O N

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If such an increase is approved by 75% of the property owners of Bay Colony Sub-division, it shall be effective as of January 1, 1981, and shall be binding upon all of the then property owners of Bay Colony Sub-division and subsequent sections.

The following undersigned property owners of Bay Colony Sub-division are in favor of the annual maintenance charge being adjusted to \$56.25.

NAMES

ADDRESSES

George Lindem

3802 HARLIN LANE

Bob Davis
Anne Davis

3811 MARLIN LANE

Wilhelm L. Sickel

3807 MARLIN LANE

003-83-1797

P E T I T I O N

In accordance with the DEED RESTRICTIONS of Bay Colony Sub-division, as recorded in the DEED RECORDS filed with the County Clerk, Harris County, Texas, Volume 4472, page 519 through and including 523, Sections (s) and (w), the Bay Colony Property Owners Association's Board of Directors are recommending the annual maintenance charge be adjusted to \$56.25 for each residential lot as established by Peabody Engineering September 1966.

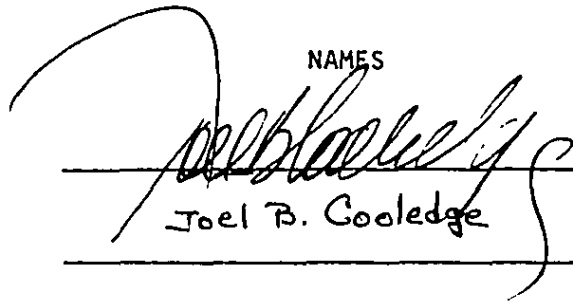
If such an increase is approved by 75% of the property owners of Bay Colony Sub-division, it shall be effective as of January 1, 1981, and shall be binding upon all of the then property owners of Bay Colony Sub-division and subsequent sections.

The following undersigned property owners of Bay Colony Sub-division are in favor of the annual maintenance charge being adjusted to \$56.25.

003-83-1798

NAMES

ADDRESSES


Joel B. Cooleedge

240 Bay Colony Dr

P E T I T I O N

In accordance with the DEED RESTRICTIONS of Bay Colony Sub-Division, as recorded in the DEED RECORDS filed with the County Clerk, Harris County, Texas, Volume 4472, page 519 through and including 523, Sections (s) and (w), the Bay Colony Property Owners Association's Board of Directors are recommending a 50% (fifty percent) increase to the existing annual maintenance charge for all property owners of Bay Colony Sub-division and subsequent sections.

If such an increase is approved by 75% of the property owners of Bay Colony Sub-division, it shall be effective as of January 1, 1981, and shall be binding upon all of the then property owners of Bay Colony Sub-division and subsequent sections.

The following undersigned property owners of Bay Colony Sub-division are in favor of the above mentioned increase of 50% to the existing annual maintenance charge.

003-83-1799

NAMES	ADDRESSES
<u><i>[Signature]</i></u>	<u>615 Bay Colony Dr. #1</u>
<u><i>W. D. Lade</i></u>	<u>615 Bay Colony Dr. #4</u>
<u><i>Forrest Jones MD</i></u>	<u>204 Bay Colony</u>
<u><i>Mr. Thomas D. Cronin</i></u>	<u>208 " "</u>

RECORDER'S MEMORANDUM:

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If such an increase is approved by 75% of the property owners of Bay Colony Sub-division, it shall be effective as of January 1, 1981, and shall be binding upon all of the then property owners of Bay Colony Sub-division and subsequent sections.

The following undersigned property owners of Bay Colony Sub-division are in favor of the annual maintenance charge being adjusted to \$56.25.

003-83-1800

NAMES

ADDRESSES

Mr. & Mrs. R.W. Kepley	3906 Sailfish
Mr & Mrs Ronald James	3910 Sailfish
Mr. & Mrs. Jimmy Phillips	3814 Sailfish
A.L. B. Bunt	3907 SAILFISH
Jesse C. Howe	3811 SAILFISH
Mr. & Mrs. Marc Tyler	3803 SAILFISH
Mr. & Mrs. Dan [unclear]	3910 Sailfish
Mr & Mrs James [unclear]	3914 SAILFISH
Mr & Mrs. Larry J. Murphy	3911 Sailfish
Mr & Mrs Mary Ellen	3916 Sailfish

RECORDER'S MEMORANDUM:

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If such an increase is approved by 75% of the property owners of Bay Colony Sub-division, it shall be effective as of January 1, 1981, and shall be binding upon all of the then property owners of Bay Colony Sub-division and subsequent sections.

The following undersigned property owners of Bay Colony Sub-division are in favor of the annual maintenance charge being adjusted to \$56.25.

NAMES	ADDRESSES
<u>BOYAKI</u>	<u>3915 DOLPHIN LN.</u>
<u>Campbell</u>	<u>3906 Dolphin Ln</u>
<u>Turner</u>	<u>3802 Dolphin Ln.</u>
<u>William</u>	<u>3903 Dolphin S</u>
<u>Stephen E. Jordan</u>	<u>3810 DOLPHIN</u>

003-83-1801

HAMBLÉN & TEAGUE

ATTORNEYS AT LAW

4151 SOUTHWEST FREEWAY, SUITE 340

HOUSTON, TEXAS 77027

November 25, 1981

W. P. HAMBLÉN, JR.
WILLIAM A. TEAGUE

AREA CODE 713
871-0121

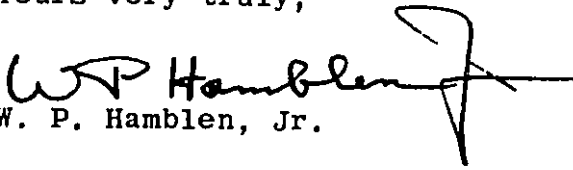
003-83-1802

Mrs. Barbara Suber
3902 Bonita Lane
La Porte, Texas 77571

Dear Mrs. Suber:

I support the petition to change the Bay Colony maintenance fee to \$56.25 per unit per year.

Yours very truly,


W. P. Hamblen, Jr.

WPH, JR./ls

003-83-1803

I am in favor of the
maintenance fees in
Bay Colony (for each
Bay Colony Property Owner)
being \$36.25 per year.

10-4-81

R. Kelly

RECORDER'S MEMORANDUM:

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

1-1-81

We are in favor of
Changing the Bay
Colony maintenance
fee to \$56.25 a year.

Louise & Bill Katz

003-83-1804

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 on

DEC 21 1981



Quita Lockness

COUNTY CLERK,
HARRIS COUNTY, TEXAS

GF# 65024

052-61-0687

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K625289

07/09/86 00213872 K625289 \$ 131.00

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DECLARATION OF COVENANTS, CONDITIONS AND RESTRICTIONS

OF

SUNRISE TOWNHOMES

Harris County, Texas

FILED.

JUL 9 3 43 PM '86

Christie Padgett
COUNTY CLERK
HARRIS COUNTY, TEXAS

052-61-0688

- 1 -

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DECLARATION OF COVENANTS, CONDITIONS AND RESTRICTIONS

FOR

SUNRISE TOWNHOMES

052-61-0691

THE STATE OF TEXAS §

KNOW ALL MEN BY THESE PRESENTS:

COUNTY OF HARRIS §

THIS DECLARATION, made on the date hereinafter set forth by FELP CORPORATION, a Texas corporation, hereinafter referred to as "Declarant",

WITNESSETH:

WHEREAS, Declarant is the Owner of certain property in the County of Harris, State of Texas, known as SUNRISE TOWNHOMES and which is more particularly described on the attached Exhibit "A".

NOW THEREFORE, Declarant hereby declares that all of the Properties described above shall be held, sold and conveyed subject to the following easements, restrictions, covenants and conditions, all of which are for the purpose of enhancing and protecting the value, desirability and attractiveness of the real property. These easements, covenants, restrictions and conditions shall run with the real property and be binding on all parties having or acquiring any right, title or interest in the above described Properties or any part thereof, their heirs, successors and assigns, and shall inure to the benefit of each Owner thereof.

ARTICLE I

DEFINITIONS

1.1 ASSOCIATION. "Association" shall mean and refer to: SUNRISE HOMEOWNERS ASSOCIATION, INC., its successors and assigns.

1.2 COMMON AREA. "Common Area" shall mean that portion of the Property owned by the Association for the common use and enjoyment of the Members of the Association including, but not limited to, all recreational facilities, community facilities, storage facilities, pumps, trees, landscaping, sprinkler systems, pavements, street, pipes, wires, conduits and other public utility lines situated thereon. The Common Area shall also include all private drives that provide ingress and egress to each of the Lots. The Common Area is more particularly described as follows: The Common Area shall mean and refer to all of the Property save and except the twenty-five (25) numbered Lots or plots described in EXHIBIT "B".

1.3 CONSTRUCTION AND SALE PERIOD. "Construction and Sale Period" shall mean that period of time during which Declarant is developing the Property and selling the Townhouses, which time period shall extend from the date hereof until such time as the Declarant transfers title to all of the Lots, including all Lots annexed pursuant to the provisions of Paragraph 10.11.

1.4 DECLARANT. "Declarant" shall mean FEMP CORPORATION, its successors and assigns, and shall include the Project Lender if it acquires title to all or any part of the Property as a result of or in connection with any loans made by Project Lender to Declarant for the purpose of acquiring or developing all or any part of the Property.

1.5 DECLARANT CONTROL PERIOD. The "Declarant Control Period" shall mean that interval of time that the Declarant controls a majority of voting rights, as described in Paragraph 3.2 herein.

1.6 LIENHOLDER OR FIRST MORTGAGEE. "Lienholder" or "First Mortgagee" shall mean the holder of a first mortgage lien on any Townhouse in the development and shall include the Project Lender.

1.7 LOT. "Lot" shall mean and refer to those twenty-five (25) certain tracts or parcels of land within the existing Property which are described in EXHIBIT "B", and any tract or parcel of land within any additions to the existing Property as may hereafter be made pursuant to Paragraph 10.11 hereof, on which there is or will be constructed a single-family Townhouse which is to be individually and separately owned. Declarant shall be the Owner of all of said Lots SAVE AND EXCEPT only those particular lots which Declarant conveys in fee simple title by recordable deed from and after the date hereof.

1.8 MEMBER. "Member" shall mean and refer to every person or entity who holds membership in the Association.

1.9 OWNER. "Owner" shall mean and refer to the record Owner, whether one (1) or more persons or entities, of a fee simple title to any Lot which is a part of the Property, including contract sellers, but excluding those having such interest merely as security for the performance of an obligation. However, the term "Owner" shall include any Mortgagee or Lienholder who acquires fee simple title to any Lot which is a part of the Property, through a deed in lieu of foreclosure or through judicial or non-judicial foreclosure.

1.10 PROJECT. "Project" shall mean the SUNRISE TOWNHOMES development.

1.11 PROJECT LENDER. "Project Lender" shall mean Texas American Bank/Galleria, its successors and assigns.

1.12 PROPERTY, PREMISES OR DEVELOPMENT. "Property" shall mean and refer to that certain real property hereinbefore described, and such additions as may hereafter be brought within the jurisdiction of the Association.

1.13 TOWNHOUSE OR TOWNHOME. "Townhouse" or "Townhome" shall mean a single-family residential building constructed on a Lot. Each Townhouse with numbered Lot will be owned in fee simple, the Lot and improvements thereon hereinafter referred to as "Unit", a schedule of which is listed in Exhibit "B" attached hereto and incorporated herein.

ARTICLE II

PROPERTY RIGHTS

2.1 OWNER'S EASEMENTS OF ENJOYMENT. Every Owner shall have a right and easement of enjoyment in and to the Common Area and such easement shall be appurtenant to and shall pass with the title to every Lot, subject to the following provisions:

a. the right of the Association to charge reasonable admission and other fees for the use of any recreational or storage facility upon the Common Area;

b. the right of the Association to suspend a Member's voting rights and right to the use of recreational or other facilities owned or operated by the Association for any period during which any assessment against his Lot remains unpaid; and for a period not to exceed thirty (30) days for any infraction of its published rules and regulations;

c. the right of the Association to dedicate or transfer all or any part of the Common Area to any public agency or authority subject to such conditions as may be agreed to by the Members. No such dedication or transfer shall be effective unless (i) an instrument of agreement to such dedication or transfer, signed by two-thirds (2/3) of each class of Members entitled to vote is properly recorded, in the Deed Records of Harris County, Texas, and (ii) written notice of proposed action under this provision is sent to every Owner and Lienholder not less than thirty (30) days, nor more than sixty (60) days in advance of said action (provided, however, that the prior written consent of the Project Lender must be obtained for so long as a Project Lender has a lien on all or any part of the Property);

d. the right of the Association to limit the number of guests of Members;

e. the right of the Association, in accordance with its Articles and By-Laws, to borrow money for the purpose of improving the Common Area and facilities and, subject to the consent of all Lienholders, to mortgage said property; however, the rights under such improvement mortgage shall be subordinate and inferior to the rights of the Owners hereunder;

f. the right of the Association to designate excess parking as "guest" parking for the exclusive use of bona fide guests of Owners; and

g. the right of the Association to make rules and regulations relating to traffic flow on street parking and other uses of the streets and drives on the Property.

2.2 DELEGATION OF USE. Any Owner may delegate, in accordance with the By-Laws, his right of enjoyment to the Common Area and facilities to the members of his family, his tenants or contract purchasers who reside on the Property. The Owners hereby covenant that any lease executed on a Lot shall be in writing and contain provisions binding any lessee thereunder to the terms of the Restrictions, rules and regulations applicable to the Property, and further providing that non-compliance with the terms of the lease shall be a default thereunder.

2.3 TITLE TO THE COMMON AREA. The Declarant hereby covenants for itself, its successors and assigns, that it will convey fee simple title to the Common Area to the Association, free and clear of all encumbrances and liens. The Common Area shall remain undivided and shall at all times be owned by the Association or its successors, it being agreed that this restriction is necessary in order to preserve the rights of the Owners with respect to the operation and management of the Common Area.

ARTICLE III

MEMBERSHIP AND VOTING RIGHTS

3.1 MEMBERSHIP. The Declarant and every other person or entity who is a record Owner of a fee or undivided fee interest in any Lot which is subject, by covenants of record, to assessment by the Association, including contract sellers, shall be a Member of the Association. The foregoing is not intended

to include persons or entities who hold an interest merely as security for the performance of an obligation. No Owner shall have more than one (1) membership. Membership shall be appurtenant to and may not be separated from any ownership of any Lot which is subject to assessment by the Association. Ownership of such Lot shall be the sole qualification for membership. Any Mortgagee or Lienholder who acquires title to any Lot which is a part of the Property, through judicial or non-judicial foreclosure or deed in lieu of foreclosure, shall be a Member of the Association.

3.2 VOTING RIGHTS. The Association shall have two (2) classes of voting membership:

a. Class A. Class A Members shall be all Owners, with the exception of the Declarant, and shall be entitled to one (1) vote for each Lot owned. When more than one (1) person holds such interest in any Lot, all such persons shall be Members. The vote for such Lot shall be exercised as they among themselves determine, but in no event shall more than one (1) vote be cast with respect to any Lot.

b. Class B. The Class B Member(s) shall be the Declarant, and shall be entitled to three (3) votes for each Lot owned, provided that the Class B membership shall cease and be converted to Class A membership on the happening of either of the following events, whichever occurs earlier:

(1) when the total votes outstanding in the Class A membership equal the total votes outstanding in the Class B membership, or

(2) five (5) years from the filing date hereof in the Deed Records of Harris County, Texas.

3.3 NO CUMULATIVE VOTING. At all meetings of the Association there shall be no cumulative voting.

ARTICLE IV

COVENANT FOR COMMON ASSESSMENTS

4.1 CREATION OF THE LIEN AND PERSONAL OBLIGATION OF ASSESSMENTS. The Declarant, for each Lot owned within the Property, hereby covenants, and each Owner of any Lot by acceptance of a deed therefor, whether or not it shall be expressed in any such deed or other conveyance, is deemed to covenant and

agree to pay to the Association: (1) annual assessments or charges, and (2) special assessments for capital improvements, such assessment to be fixed, established and collected as hereinafter provided. The annual and special assessments, together with such interest thereon and costs of collection thereof, as hereinafter provided, shall be a charge on the land and shall be secured by a continuing lien upon the property against which each such assessment is made. Each such assessment, together with such interest, costs and reasonable attorney's fees shall also be the personal obligation of the person who was the Owner of such property at the time when the assessment fell due. The personal obligation for delinquent assessments shall not pass to his successors in title unless expressly assumed by them.

4.2 PURPOSE OF ASSESSMENTS. The assessments levied by the Association shall be used exclusively for the purpose of promoting the recreation, health, safety and welfare of the residents in the Property and in particular for the improvement and maintenance of the Property, the Common Area and services and facilities relating to the use and enjoyment thereof and of the Townhomes situated thereon. Assessments shall include, but are not limited to, funds to cover actual Association costs for all taxes, insurance, repair, replacement and maintenance of the Common Area and exterior maintenance of the Lots or Townhomes, as herein authorized or as may from time to time be authorized by the Board of Directors; legal and accounting fees, costs incurred in any condemnation hearing, as provided in Paragraph 10.8, and any fees for management services; and the cost of other facilities and service activities, including, but not limited to, mowing grass, grounds care, sprinkler system, landscaping, roofs and exterior walls and fences of the Townhomes and storage facilities, garbage pickup areas, water and sewage service furnished to Townhomes by the Association, street maintenance, services of an ad valorem tax consultant and other charges required by this Declaration of Covenants, Conditions and Restrictions or that the Board of Directors of the Association shall determine to be necessary to meet the primary purpose of the Association, including the establishment and maintenance of a reserve for repair, maintenance, taxes and other charges as specified in Paragraph 4.6 herein. The Association shall not collect for ad valorem taxes on the individual Lots or for personal property taxes for an Owner's personal property, which will be the individual Owner's responsibility.

4.3 BASIS AND MAXIMUM OF ANNUAL ASSESSMENTS.

a. Until January 1 of the year immediately following the conveyance of the first Lot to an Owner (other than the Declarant), the maximum annual assessment shall be _____ per each one percent of participation in the assessment plus the Lot Owner's portion of any premium for fire and extended coverage insurance above the base value as outlined in Paragraph 4.13a. Exhibit "B" establishes each Lot Owner's percentage of participation. The annual assessment includes a reserve fund (as described in Paragraph 4.6) in the initial amount of _____ per each one percent of participation. The annual assessment will be collected in twelve equal monthly installments.

b. From and after January 1 of the year immediately following the conveyance of the first Lot to an Owner (other than the Declarant), the maximum annual assessment may be set effective January 1 of each year without a vote of the Association membership by an amount not to exceed one hundred and twenty percent (120%) of the assessment rate of the previous year, plus an amount to cover actual increases in the cost of insurance and taxes.

c. From and after January 1 of the year immediately following the conveyance of the first Lot to an Owner (other than the Declarant), the maximum annual assessment may be set above one hundred and twenty percent (120%) plus any actual increases in taxes and insurance, only by the written approval of the Owners entitled to cast two-thirds (2/3) of the votes of the Members of each class, except each Owner's assessment for his prorata share of insurance may exceed this one hundred twenty percent (120%) formula in the event the annual insurance premium cost increases more than twenty percent (20%).

d. After consideration of current maintenance costs and future needs of the Association, the Board of Directors may fix the annual assessment at an amount not in excess of the maximum.

4.4 SPECIAL ASSESSMENTS FOR CAPITAL IMPROVEMENT. In addition to the annual assessment authorized above, the Association may levy, 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 construction,

reconstruction or unexpected repair or replacement of a described capital improvement upon the Common Area, including the necessary fixtures and personal property related thereto, provided that any such assessment shall have the written approval of the Owners entitled to cast two-thirds (2/3) of the votes of each class of the Association.

4.5 NOTICE QUORUM FOR ANY ACTION AUTHORIZED UNDER PARAGRAPHS 4.3 AND 4.4. Written notice of any meeting called for the purpose of taking any action authorized under Paragraphs 4.3 and 4.4 shall be sent to all Members not less than thirty (30) days nor more than fifty (50) days in advance of the meeting. At the first such meeting called, the presence of Members or of proxies entitled to cast sixty percent (60%) of all the votes of each class of membership entitled to be cast by the Members of the Association shall constitute a quorum. If the required quorum is not present, another meeting may be called subject to the same notice and quorum requirements. In lieu of a meeting, a door to door canvass may be used to get the written consent of two-thirds (2/3) of the Class A Owners and two-thirds (2/3) of the Class B Owners.

4.6 RESERVE AND WORKING CAPITAL FUNDS. The Association shall establish an adequate reserve fund for replacement of Common Area components and fund the same by regular monthly payments rather than by extraordinary special assessments. The Declarant shall make regular monthly contributions to the reserve fund on all Lots owned by the Declarant on the same basis as other Owners. The reserve fund shall be held in a segregated account from those funds maintained for ordinary operating expenses. In addition, there shall be established a working capital fund for the initial operation of the Project equal to at least two (2) months' estimated Common Assessments charge for each Lot, said deposit to be collected at closing of Townhouse sale. At the end of the Declarant Control Period, Declarant shall contribute to the working capital fund on all unsold Townhomes. Said Working Capital Fund shall be kept in a segregated account and shall be placed into the general operating account of the Association at the end of the Declarant Control Period.

4.7 RATE OF ASSESSMENT. Both annual and special assessments shall be levied on the basis of the percentage of participation, per the schedule in Exhibit "B", except for any additional premium for fire and extended coverage above the base value, as outlined in Paragraph 4.13a.

4.8 DATE OF COMMENCEMENT OF ANNUAL ASSESSMENTS: DUE DATES.

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a. As to each Lot owned by an Owner other than Declarant, the annual assessment shall commence on the date that such Lot is conveyed by Declarant to Owner.

b. During the Declarant Control Period, Declarant shall not be required to contribute on a predetermined basis to the assessment fund for expenses outlined in Paragraph 4.3, but will be liable for funding any shortfall in these costs that are not met by revenues from the existing Lot Owners holding Class A voting rights. Declarant will, however, make regular monthly contributions to the Reserve Fund provided for in Paragraphs 4.3a and 4.6. The Declarant shall make regular monthly contributions for assessments for all Lots still owned by the Declarant beginning on the first day of the month, within one hundred twenty days after the end of the Declarant Control Period.

c. The annual assessment shall be due and payable in advance by each Owner to the Association in monthly installments.

d. The annual assessment for the first assessment year shall be fixed by the Association prior to the sale of the first Lot to an Owner other than the Declarant. Except for the first assessment year, the Association shall fix the amount of the annual assessment at least thirty (30) days in advance of each assessment year, which shall be the calendar year; provided, however, that the Association shall have the right to adjust the annual assessment upon thirty (30) days' written notice given to each Owner, as long as any such adjustment does not exceed the maximum permitted hereunder. Written notice of the annual assessment shall be sent as soon as is practicable to every Owner subject thereto. The Association shall, upon demand at any time, furnish a certificate in writing signed by an officer of the Association setting forth whether the annual and special assessments on a specified Lot have been paid and the amount of any delinquency. A reasonable charge may be made by the Association for the issuance of these certificates. Such certificates shall be conclusive evidence of payment of any assessment therein stated to have been paid.

4.9 EFFECT OF NON-PAYMENT OF ASSESSMENTS: REMEDIES OF THE ASSOCIATION.

a. All payments of the assessments shall be made to the Association at its principal place of business in Harris County, Texas, or at such other place as the Association may otherwise direct or permit. Payment shall be made in full regardless of whether any Owner has any dispute with the Declarant, the Association, any other Owner or any other person or entity regarding any matter to which this Declaration relates or pertains. Payment of the assessments shall be both a continuing affirmative covenant personal to the Owner (other than the Declarant) and a continuing covenant running with the land. Each Owner, and each prospective Owner, is hereby placed on notice that such provision may operate to place upon him the responsibility for the payment of assessments attributable to a period prior to the date he purchased his Townhome.

b. Any assessment provided for in this Declaration which is not paid when due shall be delinquent. If any such assessment is not paid within thirty (30) days after the date of delinquency, the assessment shall bear interest from the date of delinquency, until paid, at the rate of ten percent (10%) per annum. The Association may, at its option, bring an action at law against the Owner personally obligated to pay the same; or, upon compliance with the notice provisions set forth in Subparagraph "c" of this Paragraph 4.9, foreclose the lien against the Lot, as provided in Subparagraph "d" of this Paragraph 4.9. There shall be added to the amount of such assessment the late charge, the costs of preparing and filing the complaint in such action, and in the event a judgment is obtained, such judgment shall include said interest and a reasonable attorney's fee, together with costs of action. Each Owner vests in the Association or its assigns, the right and power to bring all actions at law or lien foreclosing against such Owner or the collection of such delinquent assessments. Under no circumstances, however, shall the Declarant or the Association be liable to any Owner or to any other person or entity for failure or inability to enforce or attempt to enforce any assessments. In addition, to the extent permitted by law, Declarant reserves and assigns to the Association, without recourse, a vendor's lien against each Lot to

secure payment of a common assessment and special assessment which is levied pursuant to the terms hereof. Such liens may be enforced by appropriate judicial proceedings and the expenses incurred in connection therewith, including interest, costs and reasonable attorney's fees shall be chargeable to the Owner in default.

c. No action shall be brought to foreclose said assessment lien or to proceed under the power of sale herein provided less than thirty (30) days after the date a notice of claim of lien is deposited with the postal authority, certified or registered, postage prepaid, to the Owner of said Lot and to the First Mortgagee with a lien on said Lot, and a copy thereof is recorded by the Association in the Office of the County Clerk of Harris County; said notice of claim must cite a good and sufficient legal description of any such Lot, the record Owner or reputed Owner thereof, the amount claimed (which may, at the Association's option, include interest on the unpaid assessment at the legal rate, plus reasonable attorney's fees and expenses of collection in connection with the debt secured by said lien), and the name and address of the claimant.

d. Any such sale provided for above is to be conducted in accordance with the provisions applicable to the exercise of powers of sale in mortgages and deeds of trust, as set forth in V.T.C.A. Property Code §51.002 or in any other manner permitted by law. Each Owner, by accepting a deed to his Lot, expressly grants to the Association a power of sale, as set forth in said Section 51.002, in connection with the assessment lien. The Association, through duly authorized agents, shall have the power to bid on the Lot at foreclosure sale and to acquire and hold, lease, mortgage and convey the same.

e. Upon the timely curing of any default for which a notice of claim of lien was filed by the Association, the officers of the Association are hereby authorized to file or record, as the case may be, an appropriate release of such notice, upon payment by the defaulting Owner of a fee, to be determined by the Association but not to exceed Fifteen Dollars (\$15.00), to cover the costs of preparing and filing or recording such release.

f. Upon written request by a First Mortgagee, the Association shall provide the Mortgagee with written notice of any default by the Owner-Mortgagor in the performance of such Owner's obligations hereunder, including payment of assessments, which is not cured within thirty (30) days after default; provided that any such requirement of notice shall not impair or affect any rights or remedies of the Association, including exercise of the same, provided for in this Declaration.

g. The assessment lien and the right to foreclosure sale hereunder shall be in addition to and not in substitution for all other rights and remedies which the Association and its successors or assigns may have hereunder and by law, including a suit to recover a money judgment for unpaid assessments, as above provided.

4.10 SUBORDINATION OF THE LIEN TO MORTGAGES. The lien securing the assessments provided for herein shall be subordinate to the lien of any duly recorded purchase money or first mortgage or deed of trust, including without limitation the lien of the Project Lender. Sale or transfer of any Lot shall not affect the assessment lien. However, the sale or transfer of any Lot which is subject to any mortgage or deed of trust, pursuant to foreclosure under such mortgage or deed of trust or any proceeding in lieu of foreclosure thereof, shall extinguish the lien of such assessments as to payments thereof which became due prior to such sale or transfer. No sale or transfer shall relieve such Lot from liability for any assessment thereafter becoming due, according to the terms herein provided.

4.11 EXEMPT PROPERTY. All properties dedicated to, and accepted by, a local public authority and all properties owned by a charitable or non-profit organization exempt from taxation by the laws of the State of Texas shall be exempt from the assessments created herein, except no land or improvements devoted to dwelling use shall be exempt from said assessments.

4.12 MANAGEMENT AGREEMENTS. Each Owner of a Lot hereby agrees to be bound by the terms and conditions of all management agreements entered into by the Association. A copy of all such agreements shall be available to each Owner. Any and all management agreements entered into by the Association shall provide that said management agreement may be canceled with or without cause and without penalty by either party with thirty (30) days' written notice. Such termination will be authorized by a majority vote of Members of

the Association. In no event shall such management agreement be canceled prior to execution by the Association or its Board of Directors of a new management agreement unless the new management agreement will become operative immediately upon the cancellation of the preceding management agreement. It shall be the duty of the Association or its Board of Directors to effect a new management agreement prior to the expiration of any prior management contract. Any and all management agreements shall be for a term not to exceed three (3) years and shall be made with a professional and responsible party or parties with proven management skills and experience managing a project of this type. The Members of the Association may terminate the professional management of the Property and assume self-management by the Association upon written agreement executed by Members entitled to cast sixty-seven percent (67%) of the votes of the Association and First Mortgagees which have mortgages on Lots whose Owners hold fifty-one percent (51%) of the votes of the Association and by the Project Lender (if it has a lien on all or any part of the Property).

4.13 INSURANCE REQUIREMENTS.

a. The Association shall obtain blanket insurance coverage on all Townhouses with a reputable insurance company licensed to do business in the State of Texas in an amount equal to one hundred percent (100%) of the replacement cost of the Townhouses, affording protection against loss or damage from fire or other hazards covered by the standard extended coverage endorsement. The Association shall allocate the aggregate coverage amount to each individual Lot on the basis of the percentage of participation schedule (Exhibit "B"). This prorated amount constitutes the "base value" per Unit. Any Lot Owner requesting an amount greater than the "base value" for his Unit is obliged to pay for the additional premium for the additional limits requested (if underwritten) by the underlying underwriter. In the event of damage or destruction of a Townhouse, the Townhouse shall be rebuilt to its former condition. The Association is hereby authorized to undertake to rebuild or repair the Townhouse and assess said Owner for the cost in excess of the insurance proceeds of such repair or replacement. Such assessment shall become the personal obligation of said Owner and shall be enforceable as if it were a maintenance assessment as herein provided.

b. The Association through the Board of Directors, or its duly authorized agent, shall obtain the following types of insurance policies covering the Common Area and covering all damage or injury caused by the negligence of the Association or any of its agents:

(1) property insurance in an amount equal to the full replacement value of the common facilities owned by the Association (fencing and site appurtenances) with an "Agreed Amount Endorsement" or its equivalent, a "Demolition Endorsement" or its equivalent affording protection against loss or damage by fire and other hazards covered by the standard extended coverage endorsement, debris removal, cost of demolition, vandalism, malicious mischief, windstorm and water damage and any such other risks as shall customarily be covered with respect to projects similar in construction, location and use, including all risks normally covered by the standard "all-risk" endorsement;

(2) a comprehensive policy of public liability insurance covering all liability incident to the ownership and use of the Common Area located in the Project insuring the Association, the Declarant, the Owners and the Lienholders, with such limits as it may consider acceptable (and not less than One Million Dollars [\$1,000,000] covering all claims for personal injury and/or property damage arising out of a single occurrence), such coverage to include protection against water damage liability, liability for non-owned and hired automobiles, liability for property of others and any other coverage the Association deems prudent and which is customarily carried with respect to projects similar in construction, location and use; and

(3) a policy of fidelity coverage to protect against dishonest acts on the part of officers, Directors, trustees and employees of the Association and all others who handle or who are responsible for handling funds of the Association. Such fidelity bonds shall be of a kind

and in an amount not less than the estimated maximum of funds, including reserve funds, in the custody of the Association or the management agent, as the case may be, but in no event less than three (3) months' assessments plus reserves. In addition, the Association shall obtain directors and officers liability insurance in an amount authorized by the Board of Directors of the Association; and

(4) Flood insurance in amount to an estimated one hundred percent (100%) of the replacement cost of the Townhouses or the maximum available in the market, whichever is less, shall be maintained. The insured amount for each Unit shall be assigned on the schedule percentage of participation bases (per building).

c. Premiums for all such insurance authorized by this Subparagraphs 4.13a and 4.13b shall be a Common Expense payable from property assessments. Liability and personal property insurance for Lots and the contents of Townhouses shall be the responsibility of and the expense of each individual Owner. In the event of damage or destruction by fire or other casualty to any property in the Common Area or Lots covered by insurance written in the name of the Association, the Board of Directors of the Association shall, upon receipt of the insurance proceeds, contract to rebuild or repair such damaged or destroyed portions of the Property to their former condition. All such insurance proceeds shall be deposited in a bank or other financial institution in which the accounts are insured by a Federal government agency, with the provision agreed to by said bank or institution that such funds may be withdrawn only by signature of at least one-third (1/3) of the members of the Board of Directors of the Association, or by an agent duly authorized by the Board of Directors. The Board of Directors of the Association shall advertise for sealed bids with any licensed contractors, and then may negotiate with any contractor, who shall be required to provide a full performance and payment bond for the repair, reconstruction or rebuilding of such destroyed building or buildings. In the event the insurance proceeds are insufficient to pay all costs of

repairing and/or rebuilding the Common Area to the condition formerly existing, the Board of Directors of the Association shall levy a special assessment against all Owners, as herein provided, to make up any deficiency.

d. Upon written request to the Association, First Mortgagees shall be notified of any lapse, cancellation or material modification of any insurance policy or fidelity bond maintained by the Association.

e. Any decision to not maintain fire and extended coverage on insurable Common Areas on a current replacement cost basis of one hundred percent (100%) of the insurable value shall require the approval of First Mortgagees which have mortgages on Lots whose Owners had sixty-seven percent (67%) of the votes of the Association.

f. Property insurance carried by the Association shall provide for loss payable to the Lienholders pursuant to the standard mortgagee clause promulgated by the Texas State Board of Insurance. All policies of insurance carried by the Association shall provide that such policy or policies shall not be terminated, reduced or limited, regardless of any breach of the representations and agreements set forth therein, and provide that no such policy or policies shall be cancelled, endorsed or amended unless the issuer thereof shall have first given all Lienholders at least thirty (30) days' prior written notice. The Association shall, upon request of any Lienholder, furnish a certified copy of each policy to such Lienholder.

ARTICLE V

ARCHITECTURAL CONTROL

5.1 PHYSICAL RESTRICTIONS. No building, fence, wall or other structure shall be commenced, erected or maintained upon any Lot, or the patio used in connection with any Lot after the purchase of any Lot from Declarant, its successors or assigns, nor shall any exterior addition to or change or alteration therein be made nor any roof penetration be permitted until the plans and specifications showing the nature, kind, shape, height, materials and location of the same are submitted to and approved in writing as to harmony of external design and location in relation to surrounding structures

and topography by the Board of Directors of the Association, or by an Architectural Committee composed of three (3) or more representatives appointed by the Board. In the event said Board or its designated committee fails to approve or disapprove such design and location within thirty (30) days after said plans and specifications have been submitted to it, approval will not be required; and this Article will be deemed to have been fully satisfied. Approval, once given, shall be irrevocable.

ARTICLE VI

MAINTENANCE

6.1 ASSOCIATION RESPONSIBILITIES. In addition to maintenance upon the Common Area, the Association shall provide exterior maintenance upon each Lot which is subject to assessment hereunder, as follows: paint, repair, replacement and care of roofs, gutters, downspouts, exterior building surfaces, trees, shrubs, grass, walks and other exterior improvements. Such exterior maintenance shall not include glass surfaces, enclosed patio areas, window and door fixtures and hardware, air conditioning equipment and Owner landscaping.

6.2 OWNER RESPONSIBILITY. All fixtures and equipment installed within a Townhouse, commencing at a point where the utility lines, pipes, wires, conduits or systems enter the exterior walls of a Townhouse, shall be maintained and kept in repair by the Owner thereof. In addition, all exterior as well as interior air conditioning systems will be maintained and kept by the Owner thereof. Owners shall be responsible for all glass cleaning, repair and replacement, maintenance and relamping of exterior lighting fixtures and all garage door and garbage can enclosure maintenance and repair. In the event the need for maintenance or repair of a Lot or the improvements thereon is caused through the willful or negligent acts of its Owner, or through the willful or negligent acts of the family, guests or invitees of the Owner, the cost of such exterior maintenance shall be added to and become part of the assessment to which such Lot is subject. Notwithstanding anything contained herein, Owner's liability for maintenance and repair is limited to that liability Owner would have under Texas law.

6.3 AUTHORITY OF ASSOCIATION. In the event an Owner is responsible for certain exterior maintenance, as set forth in Paragraph 6.2, and such Owner shall fail to maintain the premises and improvements in a manner satisfactory

to the Board of Directors of the Association, the Association, after approval by two-thirds (2/3) vote of the Board of Directors, shall have the right, through its agents and employees, to enter upon said Lot and to repair, maintain and restore said Lot and improvements. The cost of such exterior maintenance shall be added to and become part of the assessment to which such Lot is subject.

ARTICLE VII

PARTY WALLS

7.1 GENERAL RULES OF LAW TO APPLY. Each wall which is built as a part of the original construction of the Townhomes upon the Properties and placed on the dividing line between the Lots shall constitute a party wall, and, to the extent not inconsistent with the provisions of this Article, the general rules of law regarding party walls and liability for property damage due to negligence or willful acts or omissions shall apply thereto. If the party wall is on one (1) Lot or another due to an error in construction, such wall shall, nevertheless, be deemed to be on the dividing line and constitute a party wall for purposes of this Article. Reciprocal easements shall exist upon and in favor of the adjoining Townhouse Lots for the maintenance, repair and reconstruction of party walls.

7.2 SHARING OF REPAIR AND MAINTENANCE. The cost of reasonable repair and maintenance of a party wall shall be shared in equal proportions by the Owners who make use of it. If other Owners thereafter make use of the wall, they shall contribute to the cost of any restoration necessary in proportion to such use. This provision is not intended to prejudice the right of any Owner to call for a larger contribution from the others under any rule of law regarding liability for negligent or willful acts or omissions.

7.3 WEATHERPROOFING. Notwithstanding any other provision of this Article, an Owner, who by his negligent or willful act causes the party wall to be exposed to the elements, shall bear the whole cost of furnishing the necessary protection against such elements.

7.4 RIGHT TO CONTRIBUTION RUNS WITH LAND. The right of any Owner to contribution from any other Owner under this Article shall be appurtenant to the land and shall pass to such Owner's successors in title.

7.5 ARBITRATION. In the event of any dispute arising concerning a party wall, or under the provisions of this Article, each party shall choose one (1)

arbitrator. Those arbitrators shall in turn choose one (1) additional arbitrator, and the decision shall be by a majority of all the arbitrators. Should any party refuse to appoint an arbitrator within ten (10) days after written request therefor, the Board of Directors of the Association shall select an arbitrator for the refusing party.

ARTICLE VIII

USE RESTRICTIONS

8.1 RESIDENTIAL USES AND LIMITATIONS. Except for Common Area facilities, the Property is hereby restricted to residential dwellings for residential use only. The Common Areas shall not be used for any commercial purposes; however, this provision shall not preclude the Association from charging reasonable fees for the use of the recreational or storage facilities which are a part of the Common Area. All Buildings or structures erected upon said Property, except for the Common Areas, shall be of new construction. No Buildings or structures shall be moved from other locations onto said Property, and no subsequent Buildings or structures other than Townhouses shall be constructed. No structures of a temporary character, including trailers, motor vehicles, tents, shacks, garages, barns or other outbuildings, shall be used on any portion of said Property at any time as a residence either temporarily or permanently. Access for automobiles and truck deliveries to the garage doors for each Townhome is provided by private driveways from public streets. These private driveways may not be used for parking or storage so that ingress and egress to each Lot is ensured.

8.2 FREEHOLD ESTATE. Each Lot shall be conveyed as a separately designated and legally described freehold estate subject to the terms, conditions and provisions hereof.

8.3 DECLARANT EXEMPTION. Notwithstanding any provisions herein contained to the contrary, it shall be expressly permissible for Declarant to maintain, during the Construction and Sale Period, upon such portion of the premises as Declarant deems necessary, such facilities as in the sole opinion of the Declarant may be reasonably required, convenient or incidental to the construction and sale of said Townhouses. This shall include, but shall not be limited to, a business office, storage area, construction yards, model Townhomes and sales office.

8.4 DOMESTIC ANIMALS. No animals, livestock or poultry of any kind shall be raised, bred or kept on any of said Lots, except that a reasonable number, consistent with a residence, of dogs, cats or other household pets may be kept, provided that they are not kept, bred or maintained for any commercial purpose.

8.5 SIGNS. No advertising signs (except not more than one [1] five [5] square foot "for rent" or "for sale" sign per parcel), billboards, unsightly objects or nuisances shall be erected, placed or permitted to remain on said Property, nor shall said Property be used in any way or for any purpose which may endanger the health or unreasonably disturb the Owner of any Townhouse or any resident thereof. Declarant, however, shall have the sole right to erect identifying signs of any size at each entrance to the Property. The Board of Directors reserves the right to approve the design and wording of all signs, and reserves the right to enter in and upon any Lot for the purpose of removing any sign being maintained thereon which has not been approved. No business activities of any kind whatever shall be conducted in any Building or in any portion of said Property. However, the foregoing covenants shall not apply to the business activities, signs and billboards or the construction and maintenance of Buildings, if any, of Declarant or its agents during the Construction and Sale Period, or of the Association as incorporated or to be incorporated under the laws of the State of Texas, its successors and assigns, in furtherance of its powers and purposes as herein set forth.

8.6 VISUAL CONTROLS. Exterior clotheslines are not permitted. Exterior storage, rubbish and garbage is permitted only in Owner's containers located in the assigned enclosed space designated for each Lot in Exhibit "A".

8.7 SPECIFIC USES. Except in the individual patio areas appurtenant to a Townhouse, no planting or gardening shall be done; and no fences, hedges or walls shall be erected or maintained upon said Property, except such as are installed in accordance with the initial construction of the Buildings located thereon or as approved by the Association's Board of Directors or their designated representative. Except for the right of ingress and egress, the Owners of the Lots are hereby prohibited and restricted from using any of said Property outside the exterior building lines, except as herein provided or as may be allowed by the Association's Board of Directors. It is expressly acknowledged and agreed by all parties concerned that this Paragraph is for the mutual benefit of all Owners of Lots in the SUNRISE TOWNHOMES Development, and is necessary for the protection of said Owners.

8.8 STRUCTURAL INTEGRITY OF TOWNHOUSES. An Owner shall do no act nor any work that will impair the structural soundness or integrity of another Townhouse or impair any easement or hereditament, nor do any act nor allow any condition to exist which will adversely affect the other Townhouses or their Owners. No waterbeds or other items exceeding fifty (50) pounds per square foot uniform load shall be allowed.

8.9 ANTENNAS. Without prior written approval of the Board of Directors, no exterior television or radio antennas of any sort shall be placed, allowed or maintained upon any portion of the improvements upon the Property, nor upon any structure situated upon the Property other than an aerial for a master antenna system. Wind and/or weather sensors may be permitted with the approval of the Board of Directors of the Association.

8.10 PARKING AND STORAGE AREA RESTRICTIONS. No parking space on the Property shall, without express permission of the Association, be used for storage of boats, trailers, campers, unused or inoperable automobiles or any other items which the Association deems unsightly or inappropriate.

8.11 ANNOYANCE. No activity shall be carried on upon any Lot or Common Area which might reasonably be considered as giving annoyance to neighbors of ordinary sensibilities and which might be calculated to reduce the desirability of the Property as a residential neighborhood, even though such activity is in the nature of a hobby and not carried on for profit. The Board of Directors of the Association shall have the sole and exclusive discretion to determine what constitutes an annoyance.

8.12 EXTERIOR LIGHTING AND POWER. Each Owner will be responsible for keeping the light located at the front or rear of his Townhome (as designated on Exhibit "B") operational and shall keep same illuminated from dusk to dawn. Each Owner shall pay for electrical power consumed for the operation of security lighting. Lighting shall be controlled by a photo electric cell furnished with the Townhouse. Certain Townhomes, as noted in Exhibit "B", shall furnish power for lawn sprinkler controls. The estimated cost for this sprinkler control power shall be deducted from the assessment due from the Townhomes supplying this power at the rate of 2.00 per month for the balance of the calendar year 1986. Before January 1 of each subsequent year, these Owners are to negotiate an equitable rate with the Association for this power if a revision is desired for the coming calendar year, but in no event will the power be refused the Association in the event a negotiated amount

cannot be reached. As an option, the Association may have meters installed at its expense and pay for the power consumed at the rates charged by the utility company.

8.13 NO DISCRIMINATION. No action shall at any time be taken by the Association or its Board of Directors which in any manner would discriminate against any Owner or Owners in favor of the other Owners.

ARTICLE IX

EASEMENTS

9.1 ENCROACHMENTS. Each Townhouse and the Property included in the Common Area shall be subject to an easement for minor encroachments created by construction, settling, overhangs, brick ledges, balconies, fences or other protrusions designed or constructed by Declarant and for the maintenance (if any) of same, so long as it exists. In the event a multi-family structure containing two (2) or more Townhouse Units is partially or totally destroyed and then rebuilt, the Owners of the Townhouses so affected agree that minor encroachments onto parts of the adjacent Townhouse Units or Common Areas due to construction or repair shall be permitted and that a valid easement for said encroachment and the maintenance thereof shall exist.

9.2 RESERVATION OF VARIANCE. In the original construction of Townhomes upon the Property, Declarant expressly reserves the right, in order to facilitate construction and to avoid monotony of design, to extend front or back walls of Townhomes into adjoining Common Areas and create a valid permanent easement for the maintenance of same, and for the repair or rebuilding of such encroaching wall in the event of partial or total damage or destruction thereof. Conveyance of the Lot, plot or tract upon which any such home is erected shall, without specific mention thereof, serve as a conveyance of the easement for such encroachment.

9.3 ADDITIONAL EASEMENTS. There is hereby created a blanket easement upon, across, over and under said Property for ingress, egress, installation, replacing, repairing and maintaining all utilities, including, but not limited to, water, sewers, gas, telephones, electricity and a master television antenna and/or cable system. By virtue of this easement, it shall be expressly permissible for the electric and/or telephone company to erect and maintain the necessary poles and other necessary equipment on said property and to affix and maintain electric, television and/or telephone wires, cables,

circuits and conduits on, above, across and under the roofs and exterior walls of said Townhouses. An easement is, in addition, specifically granted to the United States Post Office, its agents and employees to enter upon the streets, Common Areas and Lots in the performance of mail delivery or any other United States Post Office services. An easement is further granted to all police, fire protection, ambulance and all similar persons to enter upon the streets, Common Area, and Lots in the performance of their duties. Further, an easement is hereby granted to the Association, its officers, agents, employees or any management company duly selected by the Association, to enter in or to cross over the Common Area and/or any Townhouse to perform the duties of maintenance and repair provided for herein. Notwithstanding anything to the contrary contained in this Paragraph, no sewers, electrical lines, water lines or other utilities may be installed or relocated on said Property, except as initially programmed and approved by the Declarant or thereafter approved by Declarant or the Association's Board of Directors. Should any utility furnishing a service covered by the general easement herein provided request a specific easement by separate recordable document, Declarant, with the prior written consent of the Project Lender, shall have the right during the Construction and Sale Period to grant such easement on said Property without conflicting with the terms hereof. The easements provided for in this Article IX shall in no way affect any other recorded easement on said Premises.

9.4 UNDERGROUND ELECTRIC SERVICE. Underground single phase electric service may be available to all residential Townhouses on the aforesaid Lots and to the facilities to be constructed on the Common Areas, and the metering equipment shall be located on the exterior surfaces of walls at points to be designated by the utility company. For so long as such underground service is maintained, the electric service to each Townhouse and the Common Area facility shall be uniform and exclusively of the type known as single phase, 120/240 volt, 3 wire, alternating current. Easements for the underground service may be crossed by driveways, walkways and patio areas, provided the Declarant makes prior arrangements with the utility company furnishing such service. Such easements for the underground service shall be kept clear of all buildings and neither the Declarant nor the utility company using the easement shall be liable for any damage done by either of them or their assigns, their agents or employees to shrubbery, trees, flowers or other improvements of the Owner located on the land covered by said easements.

ARTICLE X

GENERAL PROVISIONS

10.1 ENFORCEMENT. The Association, or any Owner, shall have the right to enforce, by any proceeding at law or in equity, all restrictions, conditions, covenants, reservations, liens and charges now or hereafter imposed by the provisions of this Declaration, the By-Laws and Articles of Incorporation. Failure by the Association or by any Owner to enforce any covenant or restriction herein contained shall in no event be deemed a waiver of the right to do so thereafter.

10.2 SEVERABILITY. Invalidation of any one (1) of these covenants or restrictions by judgment or court order shall in no wise affect any other provisions which shall remain in full force and effect.

10.3 AMENDMENT.

a. The covenants and restrictions of this Declaration shall run with and bind the land, and shall inure to the benefit of and be enforceable by the Association, or the Owner of any Lot subject to this Declaration, their respective legal representatives, heirs, successors and assigns, for a term of thirty (30) years from the date this Declaration is recorded, after which time said covenants shall be automatically extended for successive periods of ten (10) years. This Declaration may be amended during the first thirty (30) year period by an instrument signed by Owners of not less than eighty percent (80%) of the Lots now in the Project or which may hereafter be annexed thereto according to the provisions of these Restrictions, and thereafter by an instrument signed by Owners of not less than sixty-seven percent (67%) of the Lots now in the Project or which may hereafter be annexed. Any amendment must be properly recorded in the Deed Records of Harris County, Texas.

b. However, notwithstanding the above, any amendment hereto or to the By-Laws or to the Articles of Incorporation hereof (i) to change the method of determining the obligations, assessments, dues or other charges which may be levied against a Lot Owner, or (ii) to change, waive, or abandon any scheme of regulations, or enforcement thereof, pertaining to the architectural design or the exterior maintenance of the Lots and improvements thereon, the maintenance of Common Areas or the upkeep of lawns and plantings, or (iii) to use

052-61-0715

hazard insurance proceeds for losses to the Common Areas for other than the repair, replacement or reconstruction of that Common Area have the additional approval of First Mortgagees which have mortgages on Lots whose Owners hold sixty-seven percent (67%) of the votes of the Association.

c. Any material amendment, including any amendment, affecting any of the following must have the additional approval of First Mortgagees which have mortgages on Lots whose Owners hold sixty-seven percent (67%) of the votes of the Association, and any amendment of the type described in (7) or (9) below must have the consent of the Owner and First Mortgagee of the Lot affected:

- (1) Voting;
- (2) Reserves for maintenance, repair and replacement of the Project;
- (3) Insurance or fidelity bonds;
- (4) Rights to use of the Common Area;
- (5) Responsibility for maintenance of the Property;
- (6) Expansion or contraction of the Project or the addition or withdrawal of property to or from the Project;
- (7) Boundaries of any Lot;
- (8) The interests in the Common Area;
- (9) Convertibility of Lots into Common Areas or of Common Areas into Lots;
- (10) Leasing of Townhomes;
- (11) Imposition of any right of first refusal or similar restriction on the right of an Owner to sell, transfer, or otherwise convey his or her Lot;
- (12) A decision by the owners' association to establish self management when professional management had been required previously by an eligible mortgage holder;
- (13) Restoration or repair of the Project (after a hazard damage or partial condemnation) in a manner other than that specified herein;
- (14) Any action to terminate the legal status of the project by repealing and terminating the effectiveness of this Declaration after substantial destruction or condemnation occurs; and

(15) Any provisions which are for the express benefit of mortgage holders, or eligible insurers or guarantors of first mortgages on Lots.

d. The Declarant reserves the right during the Construction and Sale Period, without joinder or consent of any Owner or Mortgagee, other than Project Lender, to amend this Declaration or the By-Laws by an instrument in writing duly signed, acknowledged and filed for record, for the purpose of resolving or clarifying any ambiguities or conflicts herein, or correcting any inadvertent misstatements, errors or omissions herein, or to comply with the requirements of Federal Home Loan Mortgage Corporation, Federal National Mortgage Association, Veteran's Administration, or Federal Housing Administration, provided that no such amendment shall change the vested property rights of any Owner, except as provided in Paragraph 10.11. Each such amendment requires the prior written approval of Project Lender.

10.4 COMMON AREA ALIENATION. Except as to the Association's right to grant easements for utilities and similar or related purposes, the Common Area and facilities may not be alienated, released, abandoned, partitioned, subdivided, transferred or otherwise encumbered without the approval of First Mortgagees which have mortgages on Lots whose Owners hold sixty-seven percent (67%) of the votes of the Association.

10.5 MORTGAGEE RIGHTS.

a. An Owner who mortgages his Townhouse shall notify the Association giving the name and address of the mortgagee, and shall furnish to the Association the address to be used for giving notices hereunder to such mortgagee. The Association shall maintain such information in a record designated for such purpose. All notices required or permitted to be given to Lienholders shall be mailed first class mail postage prepaid to the person and address so designated.

b. Each First Mortgagee will be entitled to: (i) inspect the books and records of the Association during normal business hours, (ii) receive annual financial statements audited and otherwise, within ninety (90) days following the end of the Association's fiscal year, (iii) receive at least thirty (30) days advance notice

of the Association's meetings and designate a representative to attend such meetings, (iv) receive notice of any default in the performance of its mortgagor of any obligation under this Declaration or the By-Laws which is not cured within sixty (60) days, and (v) receive at least thirty (30) days advance notice of any proposed action which requires the consent of a specified percentage of eligible mortgage holders.

c. The Association shall immediately reimburse First Mortgagees who may, jointly or singly pay taxes or other charges which are in default and which may or have become a charge against the Common Area; or who may pay overdue premiums on hazard insurance policies on the Common Area; or who may secure new hazard insurance coverage on the lapse of a policy on the Common Area.

10.6 LEASES. Any lease agreement between an Owner and a lessee shall be in writing and provide that the terms of the lease are subject to the provisions of the Declaration, By-Laws and Articles of Incorporation, and any violation of any provision of said documents will be a default under the terms of the lease.

10.7 SUBSTANTIAL TAKING OR DESTRUCTION. Each First Mortgagee will be entitled to timely written notice of substantial damage to or destruction of any Townhouse on which it holds the mortgage or any part of the Common Area.

10.8 CONDEMNATION.

a. If all or any part of the Property is taken or threatened to be taken by eminent domain or by power in the nature of eminent domain (whether permanent or temporary), the Association, each Owner and each First Mortgagee shall be entitled to participate in proceedings incident thereto at their respective expense. The Association shall give timely written notice of the existence of such proceedings to all Owners and to all First Mortgagees known to the Association to have an interest in any Lot. The expense of participation in such proceedings by the Association shall be treated as a Common Expense as provided in Paragraph 4.2. The Association is specifically authorized to obtain and pay for such assistance from attorneys, appraisers, architects, engineers, expert witnesses and other persons as the Association in its discretion deems necessary or advisable to aid or advise it in matters relating

to such proceedings. All damages or awards for such taking shall be deposited with the Association, and such damages or awards shall be applied as provided herein.

b. In the event that an action in eminent domain is brought to condemn a portion of the Common Area, the Association, in addition to the general powers set out herein, shall have the sole authority to determine whether to defend or resist any such proceeding, to make any settlement with respect thereto; or to convey such Property to the condemning authority in lieu of such condemnation proceeding. With respect to any such taking, all damages and awards shall be determined for such taking as a whole and not for each Owner's interest therein. After the damages or awards for such taking are determined, such damages or awards shall be paid to the account of each Owner and First Mortgagee, if any, as their interests may appear in proportion to their percent or fractional Ownership in the Common Area. The Association, if it deems advisable, may call a meeting of the Owners, at which meeting the Owners, by a majority vote, shall decide whether to replace or restore as far as possible, the Common Area so taken or damaged. In the event it is determined, with the consent of the First Mortgagees with liens on Lots whose Owners hold a majority of the votes in the Association, that such Common Area should be replaced or restored by obtaining other land or building additional structures, this Declaration and Exhibit "A" attached hereto, shall be duly amended by instrument executed by the Association on behalf of the Owners.

c. Awards for an individual Lot shall go to the Lienholder and the Owner as their interests appear.

10.9 GENDER AND GRAMMAR. The singular wherever used herein shall be construed to mean the plural when applicable, and the necessary grammatical changes required to make the provisions hereof apply either to corporations or individuals, men or women, in all cases shall be assumed as though fully expressed in each case.

10.10 RIGHTS OF LIENHOLDERS. No violation of any of the restrictions, covenants or conditions contained herein shall affect or impair the rights of any Lienholder or any other mortgagee under any mortgage or deed of trust or the rights of any successor or assign of any such Lienholder or other mortgagee.

10.11 ANNEXATIONS.

a. Additional residential property and Common Area may be annexed to the Property with the consent of two-thirds (2/3) of each class of Members, the consent of First Mortgagees with liens on Lots whose Owners hold sixty-seven percent (67%) of the votes of the Association and the Project Lender (for so long as it has a lien on all or any part of the Property);

b. Notwithstanding anything contained in Subparagraph "a" above, or any other provision herein, Declarant shall have the right, with the consent of the Project Lender, but without the consent of any other Owners or any Mortgagee (other than the Project Lender), to bring within the scheme of the Declaration, in one (1) or more future stages or additions of the Development, those additional Properties described in Exhibit "C" attached hereto and made a part hereof within five (5) years of the date of recording of this instrument. Nothing in this Declaration shall be construed to represent that Declarant, its successors or assigns, are under any obligation to add or annex additional Property to this residential Development.

c. Any such additions shall be developed in a manner similar to the development of the existing Property in accordance with a general plan of development under which the architectural standards prevailing within the existing Property will be continued in such annexed Properties, the residential dwellings to be constructed on Lots within such annexed Properties will be Townhomes and will be similar to the Townhomes constructed on the existing Property, and the Lots within the annexed Properties will become subject to assessment in the same manner as then prevailing for the existing Property. All the provisions of this Declaration shall apply to the Property being annexed with the same force and effect as if said Property were originally included in this Declaration as part of the original Development.

d. The additions authorized under this Paragraph shall be made by filing of record: (a) Supplementary Declaration(s) of Covenants, Conditions and Restrictions with respect to the additional Property which shall (1) extend the scheme of the

covenants and restrictions of this Declaration to such Property and (ii) provide that the proportionate ownership interests in the Common Area of the Owners by virtue of Association membership immediately prior to the filing of such Supplementary Declaration shall be equal to the number of Lots owned by such Owner divided by the total number of Lots within the Property then subject to this Declaration after such annexation; and (b) a deed from Declarant to the Association which shall convey to the Association all of the area within such additions (except for the Lots therein) as Common Area for the benefit and use of the Owners, with reservation of Declarant's rights set forth in Paragraph 8.3 of Article VIII hereof.

IN WITNESS WHEREOF, the undersigned, being the Declarant herein, has hereto set its hand and seal this 24 day of June, A.D., 198 .

FELP CORPORATION

By: 

ATTEST:

By: 

Secretary

THE STATE OF TEXAS §

052-61-0721

COUNTY OF HARRIS §

BEFORE ME, the undersigned authority, on this day personally appeared J. K. Ross, known to me to be the person and officer whose name is subscribed to the foregoing instrument and acknowledged to me that he executed the same for the purposes and consideration therein expressed and in the capacity therein stated.

GIVEN UNDER MY HAND AND SEAL of office this the 24th day of June, A.D., 1986.

Margaret Wilson
Notary Public in and for
The State of Texas
My Commission Expires: 6/22/87



CONSENT AND SUBORDINATION

052-61-0722

THE STATE OF TEXAS §

KNOW ALL MEN BY THESE PRESENTS:

COUNTY OF HARRIS §

The undersigned, TEXAS AMERICAN BANK/GALLERIA (the "Mortgagee"), being the Owner and holder of an existing mortgage or Deed of Trust lien upon and against the real property described in Exhibit "A" of this Declaration, does hereby consent to and join in the Declaration of Covenants, Conditions and Restrictions for Sunrise Townhomes (and exhibits thereto) and, subject to the provisions of Paragraph 4.10 thereof, does hereby subordinate the mortgage or Deed of Trust lien held by the Mortgagee to said Declaration.

This Consent and Subordination shall not be construed or operate as a release of said mortgage or Deed of Trust lien owned and held by the Mortgagee, or any part thereof, but the undersigned agrees that its said mortgage or Deed of Trust lien shall hereafter be upon and against the Lots and all improvements thereon and the interest in the Common Area as defined in said Declaration of Covenants, Conditions and Restrictions for Sunrise Townhomes.

SIGNED AND ATTESTED by the undersigned officers of TEXAS AMERICAN BANK/GALLERIA, hereunto duly authorized, this the 24 day of JUNE, A.D., 1986.

TEXAS AMERICAN BANK/GALLERIA

By:

Jon B. Savage
Vice President

ATTEST:

Larry G. Hoelscher
Senior Vice President

THE STATE OF TEXAS §
COUNTY OF HARRIS §

052-61-0723

BEFORE ME, the undersigned, a Notary Public in and for said County and State, on this day personally appeared Jon B. Savage, Vice President, known to me to be the person and officer whose name is subscribed to the foregoing instrument and acknowledged to me that the same was the act of the said TEXAS AMERICAN BANK/GALLERIA, a banking corporation, and that he executed the same as the act of such corporation for the purposes and consideration therein expressed, and in the capacity therein stated.

GIVEN UNDER MY HAND AND SEAL OF OFFICE this the 24th day of June, A.D., 1986.

Noelia Romberg
Notary Public in and for
The State of Texas
My Commission Expires: 9/18/89
Printed Name: Noelia Romberg

AFTER RECORDING RETURN TO:
Fathy M. Elsendyouney
TEXAS NATIONAL TITLE CO., INC.
One Greenway Plaza East, Suite 100
Houston, Texas 77046

EXHIBIT "A"

052-61-0724

DESCRIPTION OF PROPERTY

SUNRISE TOWNHOMES

STATE OF TEXAS:

COUNTY OF HARRIS:

Reserve "A" in Block One (1) and Reserve "B" in Block Eight (8), of BAY COLONY,
a subdivision in Harris County, Texas, according to the map or plat thereof re-
corded in Volume 81, Page 62 of the Map Records of said County.

lee

052-61-0725

EXHIBIT "B"
SUNRISE TOWNHOMES

Sunrise Townhomes consists of three buildings located on two parcels of land that include common areas with space affording egress and ingress to the twenty five townhome units described in the metes and bounds description per the twenty five sheets attached hereto.

SCHEDULE OF UNITS

BUILDING	UNIT NUMBER	STREET ADDRESS	PERCENTAGE PARTICIPATION IN COMMON AREA MAINTENANCE ASSESSMENT	LOCATION OF REQUIRED SECURITY LIGHT		LOCATION OF ELECTRICAL POWER SOURCE FOR LAWN SPRINKLER
				(F) FRONT (R) REAR		
I	1	3733 Sunrise Drive	5.0	F		X
	2	3735 "	3.1	R		
	3	3737 "	3.8	F		
	4	3739 "	3.8	R		
	5	3741 "	3.1	F		
	6	3743 "	5.0	R		
II	7	3803 "	5.0	R		X
	8	3805 "	3.1	F		
	9	3807 "	3.1	R		
	10	3809 "	4.1	F		
	11	3811 "	3.1	R		
	12	3813 "	3.1	F		
	13	3815 "	4.1	R		
	14	3817 "	5.3	F		
	15	3819 "	4.2	R		
	16	3903 "	4.3	R		
III	17	3905 "	3.1	F		
	18	3907 "	3.1	R		
	19	3909 "	4.1	F		
	20	3911 "	3.1	R		
	21	3913 "	3.1	F		
	22	3915 "	4.1	R		
	23	3917 "	5.4	F		
	24	3919 "	4.2	R		
	25	3921 "	6.6	F		X
TOTAL			100.00%			

SCHEDULE C

Additional Property That May Be Annexed

"A 9.4115 acre tract of land being a part of a called 14.484 acre tract out of the W. W. Ralston 200 acre tract in the William P. Harris Survey, Abstract 30, Harris County, Texas, described in Vol. 1446, Pg. 353, and Vol. 2840, Pg. 185, Deed Records, Harris County, Texas"

052-61-0726

JULY 1, 1986

UNIT ONE, BUILDING ONE, SUNRISE TOWNHOMES

A 1748.5 SQUARE FOOT TRACT OF LAND OUT OF RESERVE "A" OF BAY COLONY SUBDIVISION IN HARRIS COUNTY, TEXAS, ACCORDING TO THE PLAT AS RECORDED IN VOLUME 81, PAGE 62 OF THE HARRIS COUNTY MAP RECORDS:

COMMENCING AT AN IRON ROD IN THE NORTHEAST RIGHT-OF-WAY LINE OF SUNRISE, SAID IRON ROD MARKING THE NORTHWEST CORNER OF SAID RESERVE "A";

THENCE S 36° 32' 40" E 90.00 FEET ALONG THE NORTHEAST RIGHT-OF-WAY LINE OF SUNRISE;

THENCE N 53° 27' 20" E 20.00 FEET TO THE POINT OF BEGINNING OF THE HEREIN DESCRIBED TRACT;

THENCE N 53° 27' 20" E 18.00 FEET;

THENCE N 36° 32' 40" W 1.90 FEET;

THENCE N 53° 27' 20" E 4.10 FEET;

THENCE S 36° 32' 40" E 1.90 FEET;

THENCE N 53° 27' 20" E 7.80 FEET;

THENCE S 36° 32' 40" E 12.40 FEET;

THENCE N 53° 27' 20" E 30.10 FEET;

THENCE S 36° 32' 40" E 18.20 FEET;

THENCE N 53° 27' 20" E 8.00 FEET;

THENCE S 36° 32' 40" E 3.80 FEET;

THENCE S 53° 27' 20" W 8.00 FEET;

THENCE S 36° 32' 40" E 0.25 FEET;

THENCE S 53° 27' 20" W 42.00 FEET;

THENCE S 36° 32' 40" E 0.25 FEET;

THENCE S 53° 27' 20" W 18.00 FEET;

THENCE N 36° 32' 40" W 34.90 FEET TO THE POINT OF BEGINNING.



Billy G. Shank

JULY 1, 1986

052-61-0727

UNIT TWO, BUILDING ONE, SUNRISE TOWNHOMES

A 979.2 SQUARE FOOT TRACT OF LAND OUT OF RESERVE "A"
OF BAY COLONY SUBDIVISION IN HARRIS COUNTY, TEXAS,
ACCORDING TO THE MAP AS RECORDED IN VOLUME 81, PAGE 62
OF THE HARRIS COUNTY MAP RECORDS:

COMMENCING AT AN IRON ROD IN THE NORTHEAST RIGHT-OF-WAY
LINE OF SUNRISE, SAID IRON ROD MARKING THE NORTHWEST
CORNER OF SAID RESERVE "A";

THENCE S 36° 32' 40" E 124.90 FEET ALONG THE NORTHEAST
RIGHT-OF-WAY LINE OF SUNRISE;

THENCE N 53° 27' 20" E 28.00 FEET TO THE POINT OF BEGINNING
OF THE HEREIN DESCRIBED TRACT;

THENCE N 53° 27' 20" E 10.00 FEET;

THENCE N 36° 32' 40" W 0.25 FEET;

THENCE N 53° 27' 20" E 42.00 FEET;

THENCE N 36° 32' 40" W 0.25 FEET;

THENCE N 53° 27' 20" E 8.00 FEET;

THENCE S 36° 32' 40" E 12.20 FEET;

THENCE 53° 27' 20" E 4.00 FEET;

THENCE S 36° 32' 40" E 3.80 FEET;

THENCE S 53° 27' 20" W 4.00 FEET;

THENCE S 36° 32' 40" E 0.25 FEET;

THENCE S 53° 27' 20" W 42.00 FEET;

THENCE S 36° 32' 40" E 0.25 FEET;

THENCE S 53° 27' 20" W 18.00 FEET;

THENCE N 36° 32' 40" W 16.00 FEET TO THE POINT OF BEGINNING.



Billy L. Shank

052-61-0728

JULY 1, 1986

UNIT THREE, BUILDING ONE, SUNRISE TOWNHOMES

A 974.7 SQUARE FOOT TRACT OF LAND OUT OF RESERVE "A" OF BAY COLONY SUBDIVISION IN HARRIS COUNTY, TEXAS, ACCORDING TO THE MAP AS RECORDED IN VOLUME 81, PAGE 62 OF THE HARRIS COUNTY MAP RECORDS:

COMMENCING AT AN IRON ROD IN THE NORTHEAST RIGHT-OF-WAY LINE OF SUNRISE, SAID IRON ROD MARKING THE NORTHWEST CORNER OF SAID RESERVE "A";

THENCE S 36° 32' 40" E 140.90 FEET ALONG THE NORTHEAST RIGHT-OF-WAY LINE OF SUNRISE;

THENCE N 53° 27' 20" E 36.00 FEET TO THE POINT OF BEGINNING OF THE HEREIN DESCRIBED TRACT:

THENCE N 53° 27' 20" E 10.00 FEET;

THENCE N 36° 32' 40" W 0.25 FEET;

THENCE N 53° 27' 20" E 42.00 FEET;

THENCE N 36° 32' 40" W 0.25 FEET;

THENCE N 53° 27' 20" E 4.00 FEET;

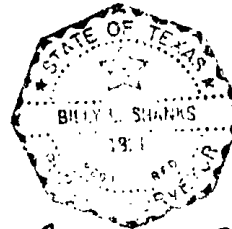
THENCE N 36° 32' 40" W 3.80 FEET;

THENCE N 53° 27' 20" E 4.00 FEET;

THENCE S 36° 32' 40" E 20.05 FEET;

THENCE S 53° 27' 20" W 60.00 FEET;

THENCE N 36° 32' 40" W 15.75 FEET TO THE POINT OF BEGINNING.



Billy L. Shanks

JULY 1, 1986

UNIT 4, BUILDING ONE, SUNRISE TOWNHOMES

A 974.7 SQUARE FOOT TRACT OF LAND OUT OF RESERVE "A" OF
BAY COLONY SUBDIVISION IN HARRIS COUNTY, TEXAS, ACCORDING
TO THE PLAT AS RECORDED IN VOLUME 81, PAGE 62 OF THE
HARRIS COUNTY MAP RECORDS:

COMMENCING AT AN IRON ROD IN THE NORTHEAST RIGHT-OF-WAY
LINE OF SUNRISE, SAID IRON ROD MARKING THE NORTHWEST CORNER
OF SAID RESERVE "A";

THENCE S 36° 32' 40" E 156.65 FEET ALONG THE NORTHEAST
RIGHT-OF-WAY LINE OF SUNRISE;

THENCE N 53° 27' 20" E 36.00 FEET TO THE POINT OF BEGINNING
OF THE HEREIN DESCRIBED TRACT;

THENCE N 53° 27' 20" E 60.00 FEET;

THENCE S 36° 32' 40" E 20.05 FEET;

THENCE S 53° 27' 20" W 4.00 FEET;

THENCE N 36° 32' 40" W 3.80 FEET;

THENCE S 53° 27' 20" W 4.00 FEET;

THENCE N 36° 32' 40" W 0.25 FEET;

THENCE S 53° 27' 20" W 42.00 FEET;

THENCE N 36° 32' 40" W 0.25 FEET;

THENCE S 53° 27' 20" W 10.00 FEET;

THENCE N 36° 32' 40" W 15.75 FEET TO THE POINT OF BEGINNING.



Billy L. Shanks

052-61-0730

JULY 1, 1986

UNIT FIVE, BUILDING ONE, SUNRISE TOWNHOMES

A 979.2 SQUARE FOOT TRACT OF LAND OUT OF RESERVE "A" OF BAY COLONY SUBDIVISION IN HARRIS COUNTY, TEXAS, ACCORDING TO THE PLAT AS RECORDED IN VOLUME 81, PAGE 62 OF THE HARRIS COUNTY MAP RECORDS:

COMMENCING AT AN IRON ROD IN THE NORTHEAST RIGHT-OF-WAY LINE OF SUNRISE, SAID IRON ROD MARKING THE NORTHWEST CORNER OF SAID RESERVE "A";

THENCE S 36° 32' 40" E 172.50 FEET ALONG THE NORTHEAST RIGHT-OF-WAY LINE OF SUNRISE;

THENCE N 53° 27' 20" E 28.00 FEET TO THE POINT OF BEGINNING OF THE HEREIN DESCRIBED TRACT;

THENCE N 53° 27' 20" E 18.00 FEET;

THENCE S 36° 32' 40" E 0.25 FEET;

THENCE N 53° 27' 20" E 42.00 FEET;

THENCE S 36° 32' 40" E 0.25 FEET;

THENCE N 53° 27' 20" E 4.00 FEET;

THENCE S 36° 32' 40" E 3.80 FEET;

THENCE S 53° 27' 20" W 4.00 FEET;

THENCE S 36° 32' 40" E 12.20 FEET;

THENCE S 53° 27' 20" W 8.00 FEET;

THENCE N 36° 32' 40" W 0.25 FEET;

THENCE S 53° 27' 20" W 42.00 FEET;

THENCE N 36° 32' 40" W 0.25 FEET;

THENCE S 53° 27' 20" W 10.00 FEET;

THENCE N 36° 32' 40" W 16.00 FEET TO THE POINT OF BEGINNING.



Billy G. Shank

052-61-0731

JULY 1, 1986

UNIT SIX, BUILDING ONE, SUNRISE TOWNHOMES

A 1,748.5 SQUARE FOOT TRACT OF LAND OUT OF RESERVE "A" OF BAY COLONY SUBDIVISION IN HARRIS COUNTY, TEXAS, ACCORDING TO THE PLAT AS RECORDED IN VOLUME 81, PAGE 62 OF THE HARRIS CO COUNTY MAP RECORDS:

COMMENCING AT AN IRON ROD IN THE NORTHEAST RIGHT-OF-WAY LINE OF SUNRISE, SAID IRON ROD MARKING THE NORTHWEST CORNER OF SAID RESERVE "A";

THENCE S 36° 32' 40" E 188.40 FEET ALONG THE NORTHEAST RIGHT-OF-WAY LINE OF SUNRISE;

THENCE N 53° 27' 20" E 20.00 FEET TO THE POINT OF BEGINNING OF THE HEREIN DESCRIBED TRACT;

THENCE N 53° 27' 20" E 18.00 FEET;

THENCE S 36° 32' 40" E 0.25 FEET;

THENCE N 53° 27' 20" E 42.00 FEET;

THENCE S 36° 32' 40" E 0.25 FEET;

THENCE N 53° 27' 20" E 8.00 FEET;

THENCE S 36° 32' 40" E 3.80 FEET;

THENCE S 53° 27' 20" W 8.00 FEET;

THENCE S 36° 32' 40" E 18.20 FEET;

THENCE S 53° 27' 20" W 14.30 FEET;

THENCE S 36° 32' 40" E 12.40 FEET;

THENCE S 53° 27' 20" W 7.80 FEET;

THENCE S 36° 32' 40" E 1.90 FEET;

THENCE S 53° 27' 20" W 4.10 FEET;

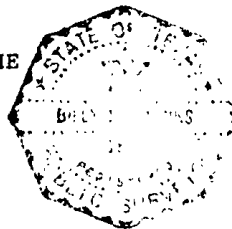
THENCE N 36° 32' 40" W 1.90 FEET;

THENCE S 53° 27' 20" W 18.00 FEET;

THENCE N 36° 32' 40" W 12.40 FEET;

THENCE S 53° 27' 20" W 15.80 FEET;

THENCE N 36° 32' 40" W 22.50 FEET TO THE POINT OF BEGINNING.



Billy G. Shanks

SHANKS SURVEYORSBilly L. Shanks
REGISTERED PUBLIC SURVEYOR840 Gemini, Suite 204
Houston, Texas 77062

488-8306

052-61-0732

JULY 1, 1986

UNIT SEVEN, BUILDING TWO, SUNRISE TOWNHOMES

A 1,724.1 SQUARE FOOT TRACT OF LAND OUT OF RESERVE "B" OF BAY COLONY
SUBDIVISION IN HARRIS COUNTY, TEXAS, ACCORDING TO THE PLAT AS RECORDED
IN VOLUME 81, PAGE 62 OF THE HARRIS COUNTY MAP RECORDS:

COMMENCING AT AN IRON ROD IN THE SOUTH RIGHT-OF-WAY LINE OF BAY COLONY
DRIVE, SAID IRON ROD MARKING THE NORTHEAST CORNER OF SAID RESERVE "B";

THENCE S 36 DEGS. 32 MINS. 40 SECS. E 8.85 FEET ALONG THE NORTHEAST LINE
OF SAID RESERVE "B";

THENCE S 53 DEGS. 27 MINS. 20 SECS. W 27.17 FEET TO THE POINT OF BEGINNING
OF THE HEREIN DESCRIBED TRACT;

THENCE S 36 DEGS. 32 MINS. 40 SECS. E 26.30 FEET;

THENCE S 53 DEGS. 27 MINS. 20 SECS. W 4.00 FEET;

THENCE N 36 DEGS. 32 MINS. 40 SECS. W 3.80 FEET;

THENCE S 53 DEGS. 27 MINS. 20 SECS. W 4.00 FEET;

THENCE N 36 DEGS. 32 MINS. 40 SECS. W 0.35 FEET;

THENCE S 53 DEGS. 27 MINS. 20 SECS. W 42.00 FEET;

THENCE N 36 DEGS. 32 MINS. 40 SECS. W 0.35 FEET;

THENCE S 53 DEGS. 27 MINS. 20 SECS. W 10.00 FEET;

THENCE N 36 DEGS. 32 MINS. 40 SECS. W 34.20 FEET;

THENCE N 53 DEGS. 27 MINS. 20 SECS. E 18.00 FEET;

THENCE N 36 DEGS. 32 MINS. 40 SECS. W 1.80 FEET;

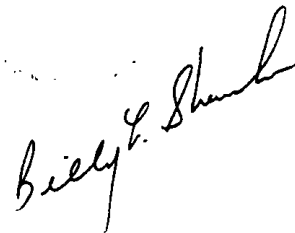
THENCE N 53 DEGS. 27 MINS. 20 SECS. E 4.10 FEET;

THENCE S 36 DEGS. 32 MINS. 40 SECS. E 1.80 FEET;

THENCE N 53 DEGS. 27 MINS. 20 SECS. E 8.00 FEET;

THENCE S 36 DEGS. 32 MINS. 40 SECS. E 12.40 FEET;

THENCE N 53 DEGS. 27 MINS. 20 SECS. E 29.90 FEET TO THE POINT OF BEGINNING.

A handwritten signature in cursive script, reading "Billy L. Shanks", is located on the right side of the page, overlapping the survey text.

SHANKS SURVEYORS

Billy L. Shanks
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488-A306

JULY 1, 1986

UNIT EIGHT, BUILDING TWO, SUNRISE TOWNHOMES

A 981.5 SQUARE FOOT TRACT OF LAND OUT OF RESERVE "B" OF BAY COLONY
SUBDIVISION IN HARRIS COUNTY, TEXAS, ACCORDING TO THE PLAT AS RECORDED
IN VOLUME 81, PAGE 62 OF THE HARRIS COUNTY MAP RECORDS:

COMMENCING AT AN IRON ROD IN THE SOUTH RIGHT-OF-WAY SINE OF BAY COLONY
DRIVE, SAID IRON ROD MARKING THE NORTHEAST CORNER OF SAID RESERVE "B";

THENCE S 36 DEGS. 32 MINS. 40 SECS. E 47.00 FEET ALONG THE NORTHEAST LINE
OF SAID RESERVE "B";

THENCE S 53 DEGS. 27 MINS. 20 SECS. W 35.17 FEET TO THE POINT OF BEGINNING
OF THE HEREIN DESCRIBED TRACT;

THENCE S 53 DEGS. 27 MINS. 20 SECS W 60.00 FEET;

THENCE N 36 DEGS. 32 MINS. 40 SECS. W 16.35 FEET;

THENCE N 53 DEGS. 27 MINS. 20 SECS. E 18.00 FEET;

THENCE S 36 DEGS. 32 MINS. 40 SECS. E 0.35 FEET;

THENCE N 53 DEGS. 27 MINS. 20 SECS. E 42.00 FEET;

THENCE S 36 DEGS. 32 MINS. 40 SECS. E 0.35 FEET;

THENCE N 53 DEGS. 27 MINS. 20 SECS. E 4.00 FEET;

THENCE S 36 DEGS. 32 MINS. 40 SECS. E 3.80 FEET;

THENCE S 53 DEGS. 27 MINS. 20 SECS. W 4.00 FEET;

THENCE S 36 DEGS. 32 MINS. 40 SECS. E 11.85 FEET TO THE POINT OF BEGINNING.



Billy L. Shanks

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JULY 1, 1986

UNIT NINE, BUILDING TWO, SUNRISE TOWNHOMES

A 983.3 SQUARE FOOT TRACT OF LAND OUT OF RESERVE "B" OF BAY COLONY SUBDIVISION IN HARRIS COUNTY, TEXAS, ACCORDING TO THE PLAT AS RECORDED IN VOLUME 81, PAGE 62 OF THE HARRIS COUNTY MAP RECORDS:

COMMENCING AT AN IRON ROD IN THE SOUTH RIGHT-OF-WAY LINE OF BAY COLONY DRIVE, SAID IRON ROD MARKING THE NORTHEAST CORNER OF SAID RESERVE "B";

THENCE S 36 DEGS. 32 MINS. 40 SECS. E 47.00 FEET ALONG THE NORTHEAST LINE OF SAID RESERVE "B";

THENCE S 53 DEGS. 27 MINS. 20 SECS. W 35.17 FEET TO THE POINT OF BEGINNING OF THE HEREIN DESCRIBED TRACT;

THENCE S 36 DEGS. 32 MINS. 40 SECS. E 20.15 FEET;

THENCE S 53 DEGS. 27 MINS. 20 SECS. W 4.00 FEET;

THENCE N 36 DEGS. 32 MINS. 40 SECS. W 3.80 FEET;

THENCE S 53 DEGS. 27 MINS. 20 SECS. W 4.00 FEET;

THENCE N 36 DEGS. 32 MINS. 40 SECS. W 0.35 FEET;

THENCE S 53 DEGS. 27 MINS. 20 SECS. W 37.00 FEET;

THENCE S 36 DEGS. 32 MINS. 40 SECS. E 0.35 FEET;

THENCE S 53 DEGS. 27 MINS. 20 SECS. W 15.00 FEET;

THENCE N 36 DEGS. 32 MINS. 40 SECS. W 16.35 FEET;

THENCE N 53 DEGS. 27 MINS. 20 SECS. E 60.00 FEET TO THE POINT OF BEGINNING.



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JULY 1, 1986

UNIT TEN, BUILDING TWO, SUNRISE TOWNHOMES

A 1,328.3 SQUARE FOOT TRACT OF LAND OUT OF RESERVE "B" OF BAY COLONY SUBDIVISION IN HARRIS COUNTY, TEXAS, ACCORDING TO THE PLAT AS RECORDED IN VOLUME 81, PAGE 62 OF THE HARRIS COUNTY MAP RECORDS:

COMMENCING AT AN IRON ROD IN THE SOUTH RIGHT-OF-WAY LINE OF BAY COLONY DRIVE, SAID IRON ROD MARKING THE NORTHEAST CORNER OF SAID RESERVE "B";

THENCE S 36 DEGS. 32 MINS. 40 SECS. E 85.35 FEET ALONG THE NORTHEAST LINE OF SAID RESERVE "B";

THENCE S 53 DEGS. 27 MINS. 20 SECS. W 43.17 FEET TO THE POINT OF BEGINNING OF THE HEREIN DESCRIBED TRACT;

THENCE S 53 DEGS. 27 MINS. 20 SECS. W 8.00 FEET;

THENCE N 36 DEGS. 32 MINS. 40 SECS. W 0.25 FEET;

THENCE S 53 DEGS. 27 MINS. 20 SECS. W 41.80 FEET;

THENCE N 36 DEGS. 32 MINS. 40 SECS. W 0.25 FEET;

THENCE S 53 DEGS. 27 MINS. 20 SECS. W 10.00 FEET;

THENCE N 36 DEGS. 32 MINS. 40 SECS. W 21.50 FEET;

THENCE N 53 DEGS. 27 MINS. 20 SECS. E 22.80 FEET;

THENCE N 36 DEGS. 32 MINS. 40 SECS. W 0.35 FEET;

THENCE N 53 DEGS. 27 MINS. 20 SECS. E 37.00 FEET;

THENCE S 36 DEGS. 32 MINS. 40 SECS. E 0.35 FEET;

THENCE N 53 DEGS. 27 MINS. 20 SECS. E 4.00 FEET;

THENCE S 36 DEGS. 32 MINS. 40 SECS. E 3.80 FEET;

THENCE S 53 DEGS. 27 MINS. 20 SECS. W 4.00 FEET;

THENCE S 36 DEGS. 32 MINS. 40 SECS. E 18.20 FEET TO THE POINT OF BEGINNING.


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JULY 1, 1986

UNIT ELEVEN, BUILDING TWO, SUNRISE TOWNHOMES

A 991.7 SQUARE FOOT TRACT OF LAND OUT OF RESERVE "B" OF BAY COLONY SUBDIVISION IN HARRIS COUNTY, TEXAS, ACCORDING TO THE PLAT AS RECORDED IN VOLUME 81, PAGE 62 OF THE HARRIS COUNTY MAP RECORDS:

COMMENCING AT AN IRON ROD IN THE SOUTH RIGHT-OF-WAY LINE OF BAY COLONY DRIVE, SAID IRON ROD MARKING THE NORTHEAST CORNER OF SAID RESERVE "B";

THENCE S 36 DEGS. 32 MINS. 40 SECS. E 101.10 FEET ALONG THE NORTHEAST LINE OF SAID RESERVE "B";

THENCE S 53 DEGS. 27 MINS. 20 SECS. W 51.17 FEET TO THE POINT OF BEGINNING OF THE HEREIN DESCRIBED TRACT;

THENCE S 53 DEGS. 27 MINS. 20 SECS. W 59.80 FEET;

THENCE N 36 DEGS. 32 MINS. 40 SECS. W 16.25 FEET;

THENCE N 53 DEGS. 27 MINS. 20 SECS. E 18.00 FEET;

THENCE S 36 DEGS. 32 MINS. 40 SECS. E 0.25 FEET;

THENCE N 53 DEGS. 27 MINS. 20 SECS. E 41.80 FEET;

THENCE S 36 DEGS. 32 MINS. 40 SECS. E 0.25 FEET;

THENCE N 53 DEGS. 27 MINS. 20 SECS. E 8.00 FEET;

THENCE S 36 DEGS. 32 MINS. 40 SECS. E 3.80 FEET;

THENCE S 53 DEGS. 27 MINS. 20 SECS. W 8.00 FEET;

THENCE S 36 DEGS. 32 MINS. 40 SECS. E 11.95 FEET TO THE POINT OF BEGINNING.



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JULY 1, 1986

UNIT TWELVE, BUILDING TWO, SUNRISE TOWNHOMES

A 971.5 SQUARE FOOT TRACT OF LAND OUT OF RESERVE "B" OF BAY COLONY SUBDIVISION IN HARRIS COUNTY, TEXAS, ACCORDING TO THE PLAT AS RECORDED IN VOLUME 81, PAGE 62 OF THE HARRIS COUNTY MAP RECORDS:

COMMENCING AT AN IRON ROD IN THE SOUTH RIGHT-OF-WAY LINE OF BAY COLONY DRIVE, SAID IRON ROD MARKING THE NORTHEAST CORNER OF SAID RESERVE "B";

THENCE S 36 DEGS. 32 MINS. 40 SECS. E 101.10 FEET ALONG THE NORTHEAST LINE OF SAID RESERVE "B";

THENCE S 53 DEGS. 27 MINS. 20 SECS. W 51.17 FEET TO THE POINT OF BEGINNING OF THE HEREIN DESCRIBED TRACT;

THENCE S 36 DEGS. 32 MINS. 40 SECS. E 20.05 FEET;

THENCE S 53 DEGS. 27 MINS. 20 SECS. W 4.00 FEET;

THENCE N 36 DEGS. 32 MINS. 40 SECS. W 3.80 FEET;

THENCE S 53 DEGS. 27 MINS. 20 SECS. W 4.00 FEET;

THENCE N 36 DEGS. 32 MINS. 40 SECS. W 0.25 FEET;

THENCE S 53 DEGS. 27 MINS. 20 SECS. W 41.80 FEET;

THENCE N 36 DEGS. 32 MINS. 40 SECS. W 0.25 FEET;

THENCE S 53 DEGS. 27 MINS. 20 SECS. W 10.00 FEET;

THENCE N 36 DEGS. 32 MINS. 40 SECS. W 15.75 FEET;

THENCE N 53 DEGS. 27 MINS. 20 SECS. E 59.80 FEET TO THE POINT OF BEGINNING.



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JULY 1, 1986

UNIT THIRTEEN, BUILDING TWO, SUNRISE TOWNHOMES

A 1,339.8 SQUARE FOOT TRACT OF LAND OUT OF RESERVE "B" OF BAY COLONY SUBDIVISION IN HARRIS COUNTY, TEXAS, ACCORDING TO THE PLAT AS RECORDED IN VOLUME 81, PAGE 62 OF THE HARRIS COUNTY MAP RECORDS:

COMMENCING AT AN IRON ROD IN THE SOUTH RIGHT-OF-WAY LINE OF BAY COLONY DRIVE, SAID IRON ROD MARKING THE NORTHEAST CORNER OF SAID RESERVE "B";

THENCE S 36 DEGS. 32 MINS. 40 SECS. E 138.85 FEET ALONG THE NORTHEAST LINE OF SAID RESERVE "B";

THENCE S 53 DEGS. 27 MINS. 20 SECS. W 59.17 FEET TO THE POINT OF BEGINNING OF THE HEREIN DESCRIBED TRACT;

THENCE S 36 DEGS. 32 MINS. 40 SECS. E 0.25 FEET;

THENCE S 53 DEGS. 27 MINS. 20 SECS. W 41.80 FEET;

THENCE S 36 DEGS. 32 MINS. 40 SECS. E 0.25 FEET;

THENCE S 53 DEGS. 27 MINS. 20 SECS. W 18.00 FEET;

THENCE N 36 DEGS. 32 MINS. 40 SECS. W 22.50 FEET;

THENCE N 53 DEGS. 27 MINS. 20 SECS. E 18.00 FEET;

THENCE S 36 DEGS. 32 MINS. 40 SECS. E 0.25 FEET;

THENCE N 53 DEGS. 27 MINS. 20 SECS. E 41.80 FEET;

THENCE S 36 DEGS. 32 MINS. 40 SECS. E 0.25 FEET;

THENCE N 53 DEGS. 27 MINS. 20 SECS. E 4.00 FEET;

THENCE S 36 DEGS. 32 MINS. 40 SECS. E 3.80 FEET;

THENCE S 53 DEGS. 27 MINS. 20 SECS. W 4.00 FEET;

THENCE S 36 DEGS. 32 MINS. 40 SECS. E 17.70 FEET TO THE POINT OF BEGINNING.



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JULY 1, 1986

UNIT FOURTEEN, BUILDING TWO, SUNRISE TOWNHOMES

A 1,324.6 SQUARE FOOT TRACT OF LAND OUT OF RESERVE "B" OF BAY COLONY
SUBDIVISION IN HARRIS COUNTY, TEXAS, ACCORDING TO THE PLAT AS RECORDED
IN VOLUME 81, PAGE 62 OF THE HARRIS COUNTY MAP RECORDS:

COMMENCING AT AN IRON ROD IN THE SOUTH RIGHT-OF-WAY LINE OF BAY COLONY
DRIVE, SAID IRON ROD MARKING THE NORTHEAST CORNER OF SAID RESERVE "B";

THENCE S 36 DEGS. 32 MINS. 40 SECS. E 138.85 FEET ALONG THE NORTHEAST
LINE OF SAID RESERVE "B";

THENCE S 53 DEGS. 27 MINS. 20 SECS. W 51.17 FEET TO THE POINT OF BEGINNING
OF THE HEREIN DESCRIBED TRACT;

THENCE S 36 DEGS. 32 MINS. 40 SECS. E 18.20 FEET;

THENCE N 53 DEGS. 27 MINS. 20 SECS. E 4.00 FEET;

THENCE S 36 DEGS. 32 MINS. 40 SECS. E 3.80 FEET;

THENCE S 53 DEGS. 27 MINS. 20 SECS. W 4.00 FEET;

THENCE S 36 DEGS. 32 MINS. 40 SECS. E 0.25 FEET;

THENCE S 53 DEGS. 27 MINS. 20 SECS. W 37.00 FEET;

THENCE N 36 DEGS. 32 MINS. 40 SECS. W 0.25 FEET;

THENCE S 53 DEGS. 27 MINS. 20 SECS. W 22.80 FEET;

THENCE N 36 DEGS. 32 MINS. 40 SECS. W 21.50 FEET;

THENCE N 53 DEGS. 27 MINS. 20 SECS. E 10.00 FEET;

THENCE N 36 DEGS. 32 MINS. 40 SECS. W 0.25 FEET;

THENCE N 53 DEGS. 27 MINS. 20 SECS. E 41.80 FEET;

THENCE N 36 DEGS. 32 MINS. 40 SECS. W 0.25 FEET;

THENCE N 53 DEGS. 27 MINS. 20 SECS. E 8.00 FEET TO THE POINT OF BEGINNING.



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JULY 1, 1986

UNIT FIFTEEN, BUILDING TWO, SUNRISE TOWNHOMES

A 1,356.0 SQUARE FOOT TRACT OF LAND OUT OF RESERVE "B" OF BAY COLONY SUBDIVISION IN HARRIS COUNTY, TEXAS, ACCORDING TO THE PLAT AS RECORDED IN BOLUME 81, PAGE 62 OF THE HARRIS COUNTY MAP RECORDS:

COMMENCING AT AN IRON ROD IN THE SOUTH RIGHT-OF-WAY LINE OF BAY COLONY DRIVE, SAID IRON ROD MARKING THE NORTHEAST CORNER OF SAID RESERVE "B";

THENCE S 36 DEGS. 32 MINS. 40 SECS. E 157.03 FEET ALONG THE NORTHEAST LINE OF SAID RESERVE "B";

THENCE S 53 DEGS. 27 MINS. 20 SECS. W 43.17 FEET TO THE POINT OF BEGINNING OF THE HEREIN DESCRIBED TRACT;

THENCE S 36 DEGS. 32 MINS. 40 SECS. E 26.30 FEET;

THENCE S 53 DEGS. 27 MINS. 20 SECS. W 60.00 FEET;

THENCE N 36 DEGS. 32 MINS. 40 SECS. W 22.50 FEET;

THENCE N 53 DEGS. 27 MINS. 20 SECS. E 15.00 FEET;

THENCE S 36 DEGS. 32 MINS. 40 SECS. E 0.25 FEET;

THENCE N 53 DEGS. 27 MINS. 20 SECS. E 37.00 FEET;

THENCE N 36 DEGS. 32 MINS. 40 SECS. W 0.25 FEET;

THENCE N 53 DEGS. 27 MINS. 20 SECS. E 4.00 FEET;

THENCE N 36 DEGS. 32 MINS. 40 SECS. W 3.80 FEET;

THENCE N 53 DEGS. 27 MINS. 20 SECS. E 4.00 FEET TO THE POINT OF BEGINNING.



Billy L. Shanks

052-61-0741

JULY 1, 1986

UNIT 16, BUILDING THREE, SUNRISE TOWNHOMES

A 1,349.7 SQUARE FOOT TRACT OF LAND OUT OF RESERVE "B" OF BAY COLONY SUBDIVISION IN HARRIS COUNTY, TEXAS, ACCORDING TO THE PLAT AS RECORDED IN VOLUME 81, PAGE 62 OF THE HARRIS COUNTY MAP RECORDS;

COMMENCING AT AN IRON ROD IN THE SOUTH RIGHT-OF-WAY LINE OF BAY COLONY DRIVE, SAID IRON ROD MARKING THE NORTHEAST CORNER OF SAID RESERVE "B";

THENCE S 36° 32' 40" E 217.35 FEET ALONG THE NORTHEAST LINE OF SAID RESERVE "B";

THENCE S 53° 27' 20" W 27.17 FEET TO THE POINT OF BEGINNING OF THE HEREIN DESCRIBED TRACT;

THENCE S 36° 32' 40" E 26.30 FEET;

THENCE S 53° 27' 20" W 4.00 FEET;

THENCE N 36° 32' 40" W 3.80 FEET;

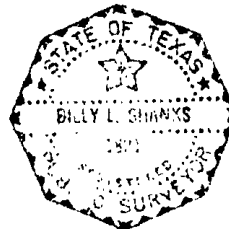
THENCE S 53° 27' 20" W 4.00 FEET;

THENCE N 36° 32' 40" W 0.25 FEET;

THENCE S 53° 27' 20" W 10.00 FEET;

THENCE N 36° 32' 40" W 22.00 FEET;

THENCE N 53° 27' 20" E 60.00 FEET TO THE POINT OF BEGINNING.



Billy L. Shanks

052-61-0742

JULY 1 1986

UNIT 17, BUILDING THREE, SUNRISE TOWNHOMES

A 979.7 SQUARE FOOT TRACT OF LAND OUT OF RESERVE "B" OF
BAY COLONY SUBDIVISION IN HARRIS COUNTY, TEXAS, ACCORDING
TO THE PLAT AS RECORDED IN VOLUME 81, PAGE 62 OF THE HARRIS
COUNTY MAP RECORDS:

COMMENCING AT AN IRON ROD IN THE SOUTH RIGHT-OF-WAY LINE
BAY COLONY DRIVE, SAID IRON ROD MARKING THE NORTHEAST
CORNER OF SAID RESERVE "B";

THENCE S 36° 32' 40" E 255.60 FEET ALONG THE NORTHEAST
LINE OF SAID RESERVE "B";

THENCE S 53° 27' 20" W 35.17 FEET TO THE POINT OF BEGINNING
OF THE HEREIN DESCRIBED TRACT;

THENCE S 53° 27' 20" W 60.00 FEET;

THENCE N 36° 32' 40" W 16.25 FEET;

THENCE N 53° 27' 20" E 18.00 FEET;

THENCE S 36° 32' 40" E 0.25 FEET;

THENCE N 53° 27' 20" E 42.00 FEET;

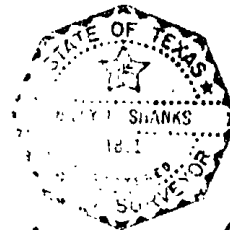
THENCE S 36° 32' 40" E 0.25 FEET;

THENCE N 53° 27' 20" E 4.00 FEET;

THENCE S 36° 32' 40" E 3.80 FEET;

THENCE S 53° 27' 20" W 4.00 FEET;

THENCE S 36° 32' 40" E 11.95 FEET TO THE POINT OF BEGINNING.



Billy L. Shanks

052-61-0743

JULY 1, 1986

UNIT 18, BUILDING THREE, SUNRISE TOWNHOMES

A 980.9 SQUARE FOOT TRACT OF LAND OUT OF RESERVE "B" OF
BAY COLONY SUBDIVISION IN HARRIS COUNTY, TEXAS, ACCORDING
TO THE PLAT AS RECORDED IN 81, PAGE 62 OF THE HARRIS COUNTY
MAP RECORDS:

COMMENCING AT AN IRON ROD IN THE SOUTH RIGHT-OF-WAY LINE OF
BAY COLONY DRIVE, SAID IRON ROD MARKING THE NORTHEAST CORNER
OF SAID RESERVE "B";

THENCE S 36° 32' 40" E 255.60 FEET ALONG THE NORTHEAST LINE
OF SAID RESERVE "B";

THENCE S 53° 27' 20" W 35.17 FEET TO THE POINT OF BEGINNING
OF THE HEREIN DESCRIBED TRACT;

THENCE S 36° 32' 40" E 20.05 FEET;

THENCE S 53° 27' 20" W 4.00 FEET;

THENCE N 36° 32' 40" W 3.80 FEET;

THENCE S 53° 27' 20" W 4.00 FEET;

THENCE N 36° 32' 40" W 0.25 FEET;

THENCE S 53° 27' 20" W 37.20 FEET;

THENCE S 36° 32' 40" E 0.25 FEET;

THENCE S 53° 27' 20" W 14.80 FEET;

THENCE N 36° 32' 40" W 16.25 FEET;

THENCE N 53° 27' 20" E 60.00 FEET TO THE POINT OF BEGINNING.



Billy L. Shanks

052-61-0744

JULY 1, 1986

UNIT 19, BUILDING THREE, SUNRISE TOWNHOMES

A 1,329.0 SQUARE FOOT TRACT OF LAND OUT OF RESERVE "B" OF BAY COLONY SUBDIVISION IN HARRIS COUNTY, TEXAS, ACCORDING TO THE PLAT AS RECORDED IN VOLUME 81, PAGE 62 OF THE HARRIS COUNTY MAP RECORDS:

COMMENCING AT AN IRON ROD IN THE SOUTH RIGHT-OF-WAY LINE OF BAY COLONY DRIVE, SAID IRON ROD MARKING THE NORTHEAST CORNER OF SAID RESERVE "B";

THENCE S 36° 32' 40" E 275.65 FEET ALONG THE NORTHEAST LINE OF SAID RESERVE "B";

THENCE S 53° 27' 20" W 39.17 FEET TO THE POINT OF BEGINNING OF THE HEREIN DESCRIBED TRACT;

THENCE S 53° 27' 20" W 4.00 FEET;

THENCE S 36° 32' 40" E 18.20 FEET;

THENCE S 53° 27' 20" W 8.00 FEET;

THENCE N 36° 32' 40" W 0.25 FEET;

THENCE S 53° 27' 20" W 42.00 FEET;

THENCE N 36° 32' 40" W 0.25 FEET;

THENCE S 53° 27' 20" W 10.00 FEET;

THENCE N 36° 32' 40" W 21.50 FEET;

THENCE N 53° 27' 20" E 22.80 FEET;

THENCE N 36° 32' 40" W 0.25 FEET;

THENCE N 53° 27' 20" E 37.20 FEET;

THENCE S 36° 32' 40" E 0.25 FEET;

THENCE N 53° 27' 20" E 4.00 FEET;

THENCE S 36° 32' 40" E 3.80 FEET TO THE POINT OF BEGINNING.



Billy L. Shank

052-61-0745

JULY 1, 1986

UNIT 20, BUILDING THREE, SUNRISE TOWNHOMES

A 994.9 SQUARE FOOT TRACT OF LAND OUT OF RESERVE "B" OF
RAY COLONY SUBDIVISION IN HARRIS COUNTY, TEXAS, ACCORDING
TO THE PLAT AS RECORDED IN VOLUME 81, PAGE 62 OF THE HARRIS
COUNTY MAP RECORDS:

COMMENCING AT AN IRON ROD IN THE SOUTH RIGHT-OF-WAY LINE OF
BAY COLONY DRIVE, SAID IRON ROD MARKING THE NORTHEAST CORNER
OF SAID RESERVE "B";

THENCE S 36° 32' 40" E 309.60 FEET ALONG THE NORTHEAST LINE
OF SAID RESERVE "B";

THENCE S 53° 27' 20" W 51.17 FEET TO THE POINT OF BEGINNING
OF THE HEREIN DESCRIBED TRACT;

THENCE S 53° 27' 20" W 60.00 FEET;

THENCE N 36° 32' 40" W 16.25 FEET;

THENCE N 53° 27' 20" E 18.00 FEET;

THENCE S 36° 32' 40" E 0.25 FEET;

THENCE N 53° 27' 20" E 42.00 FEET;

THENCE S 36° 32' 40" E 0.25 FEET;

THENCE N 53° 27' 20" E 8.00 FEET;

THENCE S 36° 32' 40" E 3.80 FEET;

THENCE S 53° 27' 20" W 8.00 FEET;

THENCE S 36° 32' 40" E 11.95 FEET TO THE POINT OF BEGINNING.



Billy E. Shank

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JULY 1, 1986

UNIT TWENTY ONE, BUILDING TWO, SUNRISE TOWNHOMES

A 974.7 SQUARE FOOT TRACT OF LAND OUT OF RESERVE "B" OF BAY COLONY
SUBDIVISION IN HARRIS COUNTY, TEXAS, ACCORDING TO THE PLAT AS RECORDED
IN VOLUME 81, PAGE 62 OF THE HARRIS COUNTY MAP RECORDS:

COMMENCING AT AN IRON ROD IN THE SOUTHE RIGHT-OF-WAY LINE OF BAY COLONY
DRIVE, SAID IRON ROD MARKING THE NORTHEAST CORNER OF SAID RESERVE "B";

THENCE S 36 DEGS. 32 MINS. 40 SECS. E 309.60 FEET ALONG THE NORTHEAST
LINE OF SAID RESERVE "B";

THENCE S 53 DEGS. 27 MINS. 20 SECS. W 51.17 FEET TO THE POINT OF BEGINNING
OF THE HEREIN DESCRIBED TRACT;

THENCE S 36 DEGS. 32 MINS. 40 SECS. E 20.05 FEET;

THENCE S 53 DEGS. 27 MINS. 20 SECS. W 4.00 FEET;

THENCE N 36 DEGS. 32 MINS. 40 SECS. W 3.80 FEET;

THENCE S 53 DEGS. 27 MINS. 20 SECS. W 4.00 FEET;

THENCE N 36 DEGS. 32 MINS. 40 SECS. W 0.25 FEET;

THENCE S 53 DEGS. 27 MINS. 20 SECS. W 42.00 FEET;

THENCE N 36 DEGS. 32 MINS. 40 SECS. W 0.25 FEET;

THENCE S 53 DEGS. 27 MINS. 20 SECS. W 10.00 FEET;

THENCE N 36 DEGS. 32 MINS. 40 SECS. W 15.75 FEET;

THENCE N 53 DEGS. 27 MINS. 20 SECS. E 60.00 FEET TO THE POINT OF BEGINNING.



Billy L. Shanks

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JULY 1, 1986

052-61-0747

UNIT TWENTY TWO, BUILDING THREE, SUNRISE TOWNHOMES

A 1,350.2 SQUARE FOOT TRACT OF LAND OUT OF RESERVE "B" OF BAY COLONY SUBDIVISION IN HARRIS COUNTY, TEXAS, ACCORDING TO THE PLAT AS RECORDED IN VOLUME 81, PAGE 62 OF THE HARRIS COUNTY MAP RECORDS:

COMMENCING AT AN IRON ROD IN THE SOUTH RIGHT-OF-WAY LINE OF BAY COLONY DRIVE, SAID IRON ROD MARKING THE NORTHEAST CORNER OF SAID RESERVE "B";

THENCE S 36 DEGS. 32 MINS. 40 SECS. E 347.45 FEET ALONG THE NORTHEAST LINE OF SAID RESERVE "B";

THENCE S 53 DEGS. 27 MINS. 20 SECS. W 59.17 FEET TO THE POINT OF BEGINNING OF THE HEREIN DESCRIBED TRACT;

THENCE S 36 DEGS. 32 MINS. 40 SECS. E 0.25 FEET;

THENCE S 53 DEGS. 27 MINS. 20 SECS. W 42.10 FEET;

THENCE S 36 DEGS. 32 MINS. 40 SECS. E 0.25 FEET;

THENCE S 53 DEGS. 27 MINS. 20 SECS. W 17.90 FEET;

THENCE N 36 DEGS. 32 MINS. 40 SECS. W 22.60 FEET;

THENCE N 53 DEGS. 27 MINS. 20 SECS. E 18.00 FEET;

THENCE S 36 DEGS. 32 MINS. 40 SECS. E 0.25 FEET;

THENCE N 53 DEGS. 27 MINS. 20 SECS. E 42.00 FEET;

THENCE S 36 DEGS. 32 MINS. 40 SECS. E 0.25 FEET;

THENCE N 53 DEGS. 27 MINS. 20 SECS. E 4.00 FEET;

THENCE S 36 DEGS. 32 MINS. 40 SECS. E 3.80 FEET;

THENCE S 53 DEGS. 27 MINS. 20 SECS. W 4.00 FEET;

THENCE S 36 DEGS. 32 MINS. 40 SECS. E 17.80 FEET TO THE POINT OF BEGINNING.



Billy L. Shanks

SHANKS SURVEYORS

Billy L. Shanks
REGISTERED PUBLIC SURVEYOR

940 Gemini, Suite 204
Houston, Texas 77062

486-8306

052-61-0748

JULY 1, 1986

UNIT TWENTY THREE, BUILDING THREE, SUNRISE TOWNHOMES

A 1,336.4 SQUARE FOOT TRACT OF LAND OUT OF RESERVE "B" OF BAY COLONY SUBDIVISION IN HARRIS COUNTY, TEXAS, ACCORDING TO THE PLAT AS RECORDED IN VOLUME 81, PAGE 62 OF THE HARRIS COUNTY MAP RECORDS:

COMMENCING AT AN IRON ROD IN THE SOUTH RIGHT-OF-WAY LINE OF BAY COLONY DRIVE, SAID IRON ROD MARKING THE NORTHEAST CORNER OF SAID RESERVE "B";

THENCE S 36 DEGS. 32 MINS. 40 SECS. E 347.45 FEET ALONG THE NORTHEAST LINE OF SAID RESERVE "B";

THENCE S 53 DEGS. 27 MINS. 20 SECS. W 51.17 FEET TO THE POINT OF BEGINNING OF THE HEREIN DESCRIBED TRACT;

THENCE S 36 DEGS. 32 MINS. 40 SECS. E 26.30 FEET;

THENCE S 53 DEGS. 27 MINS. 20 SECS. W 4.00 FEET;

THENCE N 36 DEGS. 32 MINS. 40 SECS. W 3.80 FEET;

THENCE S 53 DEGS. 27 MINS. 20 SECS. W 4.00 FEET;

THENCE N 36 DEGS. 32 MINS. 40 SECS. W 0.25 FEET;

THENCE S 53 DEGS. 27 MINS. 20 SECS. W 42.10 FEET;

THENCE N 36 DEGS. 32 MINS. 40 SECS. W 0.25 FEET;

THENCE S 53 DEGS. 27 MINS. 20 SECS. W 10.00 FEET;

THENCE N 36 DEGS. 32 MINS. 40 SECS. W 21.50 FEET;

THENCE N 53 DEGS. 27 MINS. 20 SECS. E 10.00 FEET;

THENCE N 36 DEGS. 32 MINS. 40 SECS. W 0.25 FEET;

THENCE N 53 DEGS. 27 MINS. 20 SECS. E 42.10 FEET;

THENCE N 36 DEGS. 32 MINS. 40 SECS. W 0.25 FEET;

THENCE N 53 DEGS. 27 MINS. 20 SECS. E 8.00 FEET TO THE POINT OF BEGINNING.



Billy L. Shanks

SHANKS SURVEYORS

Billy L. Shanks
REGISTERED PUBLIC SURVEYOR

949 Gemini, Suite 204
Houston, Texas 77062

488-8306

052-61-0749

JULY 1, 1986

UNIT TWENTY FOUR, BUILDING THREE, SUNRISE TOWNHOMES

A 1,346.9 SQUARE FOOT TRACT OF LAND OUT OF RESERVE "B" OF BAY COLONY SUBDIVISION IN HARRIS COUNTY, TEXAS, ACCORDING TO THE PLAT AS RECORDED IN VOLUME 81, PAGE 62 OF THE HARRIS COUNTY MAP RECORDS:

COMMENCING AT AN IRON ROD IN THE SOUTH RIGHT-OF-WAY LINE OF BAY COLONY DRIVE, SAID IRON ROD MARKING THE NORTHEAST CORNER OF SAID RESERVE "B";

THENCE S 36 DEGS. 32 MINS. 40 SECS. E 347.45 FEET ALONG THE NORTHEAST LINE OF SAID RESERVE "B"; THENCE S 53 DEGS. 27 MINS. 20 SECS. W 51.17 FEET.

THENCE S 36 DEGS. 32 MINS. 40 SECS. W 51.17 FEET;

THENCE S 36 DEGS. 32 MINS. 40 SECS. E 23.60 FEET;

THENCE S 53 DEGS. 27 MINS. 20 SECS. W 4.00 FEET TO THE POINT OF BEGINNING OF THIS TRACT;

THENCE S 53 DEGS. 27 MINS. 20 SECS. W 4.00 FEET;

THENCE S 36 DEGS. 32 MINS. 40 SECS. E 18.20 FEET;

THENCE S 53 DEGS. 27 MINS. 20 SECS. W 11.50 FEET;

THENCE N 36 DEGS. 32 MINS. 40 SECS. W 0.25 FEET;

THENCE S 53 DEGS. 27 MINS. 20 SECS. W 31.00 FEET;

THENCE S 36 DEGS. 32 MINS. 40 SECS. E 0.25 FEET;

THENCE S 53 DEGS. 27 MINS. 20 SECS. W 17.50 FEET;

THENCE N 36 DEGS. 32 MINS. 40 SECS. W 22.50 FEET;

THENCE N 53 DEGS. 27 MINS. 20 SECS. E 17.90 FEET;


THENCE S 36 DEGS. 32 MINS. 40 SECS. E 0.25 FEET;

THENCE N 53 DEGS. 27 MINS. 20 SECS. E 42.10 FEET;

THENCE S 36 DEGS. 32 MINS. 40 SECS. E 0.25 FEET;

THENCE N 53 DEGS. 27 MINS. 20 SECS. E 4.00 FEET;

THENCE S 36 DEGS. 32 MINS. 40 SECS. E 3.80 FEET TO THE POINT OF BEGINNING.


Billy L. Shanks

SHANKS SURVEYORS

Billy L. Shanks
REGISTERED PUBLIC SURVEYOR

840 Gemini, Suite 204
Houston, Texas 77062

488-8306

052-61-0750

JULY 1, 1986

UNIT TWENTY FIVE, BUILDING THREE, SUNRISE TOWNHOMES

A 1,220.0 SQUARE FOOT TRACT OF LAND OUT OF RESERVE "B" OF BAY COLONY SUBDIVISION IN HARRIS COUNTY, TEXAS, ACCORDING TO THE PLAT AS RECORDED IN VOLUME 81, PAGE 62 OF THE HARRIS COUNTY MAP RECORDS:

COMMENCING AT AN IRON ROD IN THE SOUTH RIGHT-OF-WAY LINE OF BAY COLONY DRIVE, SAID IRON ROD MARKING THE NORTHEAST CORNER OF SAID RESERVE "B";

THENCE S 36 DEGS. 32 MINS. 40 SECS. E 347.45 FEET ALONG THE NORTHEAST LINE OF SAID RESERVE "B"; THENCE S 53 DEGS. 27 MINS. 20 SECS. W 51.17 FEET;

THENCE S 36 DEGS. 32 MINS. 40 SECS. E 23.60 FEET;

THENCE S 53 DEGS. 27 MINS. 20 SECS. W 8.00 FEET;

THENCE S 36 DEGS. 32 MINS. 40 SECS. E 18.20 FEET TO THE POINT OF BEGINNING OF THE HEREIN DESCRIBED TRACT;

THENCE S 36 DEGS. 32 MINS. 40 SECS. E 3.80 FEET;

THENCE S 53 DEGS. 27 MINS. 20 SECS. W 11.50 FEET;

THENCE S 36 DEGS. 32 MINS. 40 SECS. E 24.70 FEET;

THENCE S 53 DEGS. 27 MINS. 20 SECS. W 41.00 FEET;

THENCE N 36 DEGS. 32 MINS. 40 SECS. W 28.50 FEET;

THENCE N 53 DEGS. 27 MINS. 20 SECS. E 10.00 FEET;

THENCE N 36 DEGS. 32 MINS. 40 SECS. W 0.25 FEET;

THENCE N 53 DEGS. 27 MINS. 20 SECS. E 31.00 FEET;

THENCE S 36 DEGS. 32 MINS. 40 SECS. E 0.25 FEET;

THENCE N 53 DEGS. 27 MINS. 20 SECS. E 11.50 FEET TO THE POINT OF BEGINNING.

052-61-0750

Billy L. Shanks

C52-61-0751

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 on

JUL 9 1986



Ante Roldan
COUNTY CLERK
HARRIS COUNTY, TEXAS

Amend
K661895

05/01/86 10:56 AM '86

Paula Holloman
COUNTY CLERK
HARRIS COUNTY, TEXAS

Aug 1 10 56 AM '86

FILED

054-65-0045

AMENDMENT TO DECLARATION OF
COVENANTS, CONDITIONS AND RESTRICTIONS
OF
SUNRISE TOWNHOMES

This Amendment is made and entered into by FELP CORPORATION,
a Texas corporation, hereinafter referred to as Declarant, and
TEXAS AMERICAN BANK/GALLERIA, hereinafter referred to as Project
Lender, on the date noted below.

5
B
WHEREAS, the Declaration of Covenants, Conditions and Restriction-
tions of Sunrise Townhomes was recorded in the Real Property
Records of Harris County, Texas, on July 9, 1986, at Film Code
No. 052-61-0687 through 052-61-0750 and Declarant as "Declarant"
under the Declaration and as the owner of all Units in the Project,
and Project Lender as "Project Lender" under the Declaration de-
sire to correct certain omissions in the Declaration.

NOW THEREFORE, Declarant and Project Lender hereby amend the
Declaration as follows:

1. The figure \$360.00 is hereby inserted in the
blank in the third line of Paragraph 4.3 a of Article
IV, on page 7.

2. The figure \$35.00 is hereby inserted in the
blank in the ninth line of Paragraph 4.3 a of Article
IV, on page 7.

Nothing herein is intended to alter, modify or amend the Decla-
ration of Covenants, Conditions and Restrictions as recorded in the
Real Property Records of Harris County, Texas, under Clerk's Film
Code No. 052-61-0687 through 052-61-0750, except as specifically
provided hereinabove.

IN WITNESS WHEREOF, the officers of FELP CORPORATION and
TEXAS AMERICAN BANK/GALLERIA have caused this Amendment to Declar-
ation of Covenants, Conditions and Restrictions to be executed
the 30 day of July, 1986.

ATTEST:

By *William H. Ratz*

WILLIAM H. RATZ, SECT.
(print name & title)

FELP CORPORATION

By *J.K. Ross* (2)

J.K. ROSS, PRESIDENT
(print name & title)

054-65-0046

ATTEST:

By

Golden Anders
Golden Anders Vice President
(Print Name and Title)

TEXAS AMERICAN BANK/GALLERIA

By

Jon B. Savage
Jon B. Savage Vice President
(Print Name and Title)

THE STATE OF TEXAS §

COUNTY OF HARRIS §

THIS INSTRUMENT was acknowledged before me on this the 30th
day of July, 1986, by William H. Ratz
Secretary of FLP CORPORATION, a Texas corpora-
tion, on behalf of said corporation.

Noelia Romberg

NOTARY PUBLIC IN AND FOR
THE STATE OF TEXAS

Noelia Romberg

(Print or Stamp Name of Notary)

Expiration: 9/18/89

THE STATE OF TEXAS §

COUNTY OF HARRIS §

THIS INSTRUMENT was acknowledged before me on this the 30th
day of July, 1986, by Jon B. Savage
Vice President of TEXAS AMERICAN BANK/GALLERIA, a
corporation, on behalf of said corporation.

Noelia Romberg

NOTARY PUBLIC IN AND FOR
THE STATE OF TEXAS

Noelia Romberg

(Print or Stamp Name of Notary)

Expiration: 9/18/89

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 on

AUG 1 1986



John R. Anderson
COUNTY CLERK
HARRIS COUNTY, TEXAS

-2-

Return to:

Texas National Title
16850 Diana Lane
Houston Texas 77058
GF 65024
Cathi Winter

529-92-1923

U151801

DEDICATORY INSTRUMENTS

for

SUNRISE HOMEOWNERS ASSOCIATION, INC.

THE STATE OF TEXAS

§

12/30/99 101227701 U151801

\$55.00

COUNTY OF HARRIS

§

BEFORE ME, the undersigned authority, on this day personally appeared **BARBARA JOHNSON**, who, being by me first duly sworn, states on oath the following:

"My name is **BARBARA JOHNSON**, I am over twenty-one (21) years of age, of sound mind, capable of making this affidavit, authorized to make this affidavit, and personally acquainted with the facts herein stated:

"I am the Manager for the **SUNRISE HOMEOWNERS ASSOCIATION, INC.** Pursuant with Section 202.006 of the Texas Property Code, the following documents (indicated by an "x"), in addition to the previously recorded Declarations, Covenants and Conditions for Sunrise Townhomes, are copies of the original official documents from the Association's files:

55 y

<u> X </u>	Articles of Incorporation
<u> X </u>	Bylaws
<u> </u>	Architectural Control Guidelines
<u> </u>	Exterior Maintenance Guidelines
<u> </u>	Rules and Regulations.

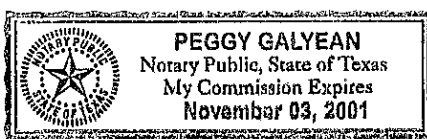
DATED this 22ND day of December, 1999.

SUNRISE HOMEOWNERS ASSOCIATION, INC. 10w

By

Barbara Johnson
Barbara Johnson, Manager

SUBSCRIBED AND SWORN TO BEFORE ME by the said **BARBARA JOHNSON**, on this the 22ND day of December, 1999.



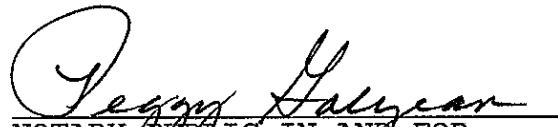
Peggy Galyean
NOTARY PUBLIC IN AND FOR
THE STATE OF TEXAS

529-92-1924

THE STATE OF TEXAS §

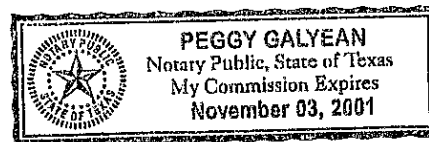
COUNTY OF HARRIS §

THIS INSTRUMENT was acknowledged before me on this the 22ND day of December, 1999, by BARBARA JOHNSON, as Manager of SUNRISE HOMEOWNERS ASSOCIATION, INC., a Texas non-profit corporation, on behalf of said corporation.


NOTARY PUBLIC IN AND FOR
THE STATE OF TEXAS

Return to:

MIESZKUC, DAUGHTRY & SCOTT
17044 El Camino Real
Houston, Texas 77058



529-92-1925

EILED
In the Office of the
Secretary of State of Texas

NOV 18 1996

Corporations Section

ARTICLES OF INCORPORATION
OF
SUNRISE HOMEOWNERS ASSOCIATION, INC.

In compliance with the requirements of Texas Non-Profit Corporation Act, the undersigned, all of whom are of full age, have this day voluntarily associated themselves together for the purpose of forming a corporation not for profit and do hereby certify:

ARTICLE I

The name of the corporation is SUNRISE HOMEOWNERS ASSOCIATION, INC., hereinafter called the "Association".

ARTICLE II

The registered office of the Association is located at 1900 Bay Area Boulevard, Houston, TX 77058.

ARTICLE III

Barbara Johnson, whose street address is 1900 Bay Area Boulevard, Houston, TX 77058, is hereby appointed the initial registered agent of this Association.

ARTICLE IV

PURPOSE AND POWERS OF THE ASSOCIATION

This Association is a non-profit corporation, and the specific purpose for which it is formed is for the purpose of maintenance and governance of common areas for the mutual benefit of the homes in the development known as Sunrise Townhomes, and more particularly described as 190

Reserve "A" in Block One (1) and Reserve "B" in Block Eight (8) of BAY COLONY, a subdivision in Harris County, Texas, according to the map or plat thereof recorded in Volume 81, Page 62 of the Map Records of said County. *Lee*

and to promote the health, safety and welfare of the residents within the above-described property and for this purpose to:

(a) exercise all of the powers and privileges and to perform all of the duties and obligations of the Association as set forth in that certain Declaration of Covenants, Conditions and Restrictions, hereinafter called the "Declaration", applicable to the property and recorded under Clerk's File No. K625289, Film Code No. 052-61-0687 in the Office of the County Clerk of Harris County, Texas, and as the same may be amended from time to time as therein provided, said Declaration being incorporated herein as if set forth at length;

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

(c) 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;

(d) borrow money in order to pay for any expenditure or outlay required pursuant to the authority granted by the provisions of the Declaration;

(e) participate in mergers and consolidations with other non profit corporations organized for the same purposes or annex additional residential property and Common Area, provided that any such merger, consolidation or annexation shall have the assent of a majority of each class of members;

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

ARTICLE V

MEMBERSHIP

Every person or entity who is a record owner of a fee or undivided fee interest in any Lot which is subject by covenants of record to assessment by the Association, including contract sellers, shall be a member of the Association. The foregoing is not intended to include persons or entities who hold an interest merely as security for the performance of an obligation. Membership shall be appurtenant to and may not be separated from ownership of any Lot which is subject to assessment by the

Association.

ARTICLE VI
VOTING RIGHTS

The Association shall have only one class of voting members. Members shall be all Owners and shall be entitled to one vote for each Lot. When more than one person holds an interest in any Lot, all such persons shall be members. The vote of such Lot shall be exercised as the persons among themselves determine, but in no event shall more than one vote be cast with respect to a Lot.

ARTICLE VII
BOARD OF DIRECTORS

The affairs of this Association shall be managed by a Board of three (3) Directors, who shall be members of the Association. The number of directors may be changed by amendment of the Bylaws of the Association, but in no event shall be less than three. The names and addresses of the persons who are to act in the capacity of directors until the selection of their successors are as follows:

Douglas Micklitz, 3803 Sunrise Drive, La Porte, Texas

John R. Hadley, 3903 Sunrise Drive, La Porte, Texas

Michael Vecellio, 11741 Skene Way, Houston, Texas

At the first annual meeting the members shall elect one (1) director for a term of one year, and two (2) directors for a term of two years; and at annual meetings thereafter the members shall

529-92-1929

elect directors for two year terms as needed to restore Board membership to three directors.

ARTICLE VIII

INCORPORATORS

The names and addresses of the Incorporators of the Association are:

Douglas Micklitz, 3803 Sunrise Drive, La Porte, Texas

John R. Hadley, 3903 Sunrise Drive, La Porte, Texas

Michael Vecellio, 11741 Skene Way, Houston, Texas

ARTICLE IX

INDEMNIFICATION

The Association may indemnify a person who was, is, or is threatened to be made a named defendant or respondent in litigation or other proceedings because the person is or was a director or other person related to the Association as provided by the provisions of the Texas Non-Profit Corporation Act governing indemnification.

As the bylaws provide, the Board of Directors may define the requirements and limitations for the corporation to indemnify directors, officers, or others related to the Association.

ARTICLE X

DISSOLUTION

The Association may be dissolved with the assent given in writing and signed by not less than two-thirds (2/3) of members as

529-92-1930

such memberships exist at the time of dissolution. Upon dissolution of the Association, other than incident to a merger or consolidation, the assets of the Association shall be distributed as provided in the Texas Nonprofit Corporation Act.

ARTICLE XI

DURATION


The corporation shall exist perpetually.

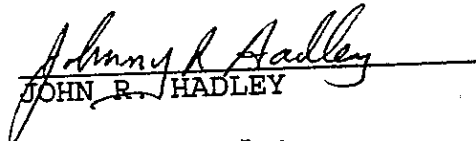
ARTICLE XII

AMENDMENTS

Amendments of these Articles shall require the assent of two thirds (2/3rds) of the membership present and voting at a meeting either in person or by proxy.

IN WITNESS WHEREOF, for the purpose of forming this corporation under the laws of the State of Texas, we, the undersigned constituting the incorporators of this Association, have executed these Articles of Incorporation this 2nd day of Nov, 1996.


DOUGLAS MICKWITZ


JOHN R. HADLEY


MICHAEL VECELLIO

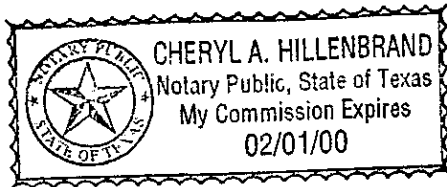
529-92-1931

THE STATE OF TEXAS

§
§
§

COUNTY OF HARRIS

I, a Notary Public, do hereby certify that on this the 2ND day of NOVEMBER, 1996, personally appeared before me, DOUGLAS MICKLITZ, who being by me first duly sworn, declared that he is the person who signed the foregoing document as incorporator, and that the statements therein contained are true.



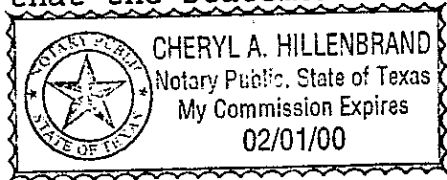
Cheryl A. Hillenbrand
NOTARY PUBLIC IN AND FOR
THE STATE OF TEXAS

THE STATE OF TEXAS

§
§
§

COUNTY OF HARRIS

I, a Notary Public, do hereby certify that on this the 2ND day of NOVEMBER, 1996, personally appeared before me, JOHN R. HADLEY, who being by me first duly sworn, declared that he is the person who signed the foregoing document as incorporator, and that the statements therein contained are true.



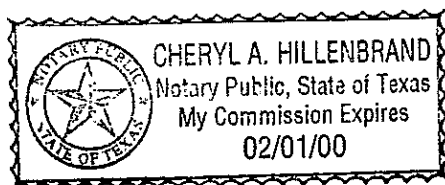
Cheryl A. Hillenbrand
NOTARY PUBLIC IN AND FOR
THE STATE OF TEXAS

THE STATE OF TEXAS

§
§
§

COUNTY OF HARRIS

I, a Notary Public, do hereby certify that on this the 2ND day of NOVEMBER, 1996, personally appeared before me, MICHAEL VECELLIO, who being by me first duly sworn, declared that he is the person who signed the foregoing document as incorporator, and that the statements therein contained are true.



Cheryl A. Hillenbrand
NOTARY PUBLIC IN AND FOR
THE STATE OF TEXAS

BY-LAWS
OF
SUNRISE HOMEOWNERS ASSOCIATION, INC.

ARTICLE I

NAME AND LOCATION. The name of the corporation is SUNRISE HOMEOWNERS ASSOCIATION, INC., hereinafter referred to as the "Association". The principal office of the corporation shall be located at 1900 Bay Area Boulevard, Houston, Texas, but meetings of members and directors may be held at such places as may be designated by the Board of Directors.

ARTICLE II

DEFINITIONS

Section 1. "Association" shall mean and refer to Sunrise Homeowners Association, Inc., its successors and assigns.

Section 2. "Properties" shall mean and refer to that certain real property described in the Declaration of Covenants, Conditions and Restrictions, and such additions thereto as may hereafter be brought within the jurisdiction of the Association.

Section 3. "Common Area" shall mean all real property owned by the Association for the common use and enjoyment of the Owners.

Section 4. "Lot" shall mean and refer to those tracts or parcels of land upon which have been constructed a single-family Townhouse which is individually owned.

Section 5. "Owner" shall mean and refer to the record owner, whether one or more persons or entities, of the fee simple title to any Lot which is a part of the Properties, including contract

sellers, but excluding those having such interest merely as security for the performance of an obligation.

Section 6. "Declaration" shall mean and refer to the Declaration of Covenants, Conditions and Restrictions applicable to the Properties and recorded in the Official Public Records of Real Property of Harris County, Texas.

Section 7. "Member" shall mean and refer to those persons entitled to membership as provided in the Declaration.

ARTICLE III

MEETING OF MEMBERS

Section 1. Annual Meetings. The first annual meeting of the Members shall be held no later than one year from the date of incorporation of the Association on a date and at a time to be set by the Board of Directors, and each subsequent regular annual meeting of the Members shall be held annually on a date and at an hour determined by the Board of Directors.

Section 2. Special Meetings. Special meetings of the Members may be called at any time by the President or by the Board of Directors, or upon written request of one-fourth (1/4) of the Members who are entitled to vote.

Section 3. Notice of Meetings. Written notice of each meeting of the Members shall be given by, or at the direction of, the Secretary or person authorized to call the meeting, by mailing a copy of such notice, postage prepaid, at least 15 days before

such meeting to each member entitled to vote, addressed to the member's address last appearing on the books of the Association, or supplied by such Member to the Association for the purpose of notice. Such notice shall specify the place, day and hour of the meeting, and, in the case of a special meeting, the purpose of the meeting.

Section 4. Quorum. The presence at the meeting of Members and proxies entitled to cast twenty (20%) of the votes of membership shall constitute a quorum for any action except as otherwise provided in the Articles of Incorporation, the Declaration, or these By-Laws. If, however, such quorum shall not be present or represented at any meeting, the Members entitled to vote shall have power to adjourn the meeting from time to time, without notice other than announcement at the meeting, until a quorum as aforesaid shall be present or be represented.

Section 5. Proxies. At all meetings of Members, each Member may vote in person or by proxy. All proxies shall be in writing and filed with the Secretary. Every proxy shall be revocable and shall automatically cease upon conveyance by the Member of his Lot.

ARTICLE IV

BOARD OF DIRECTORS; SELECTION; TERM OF OFFICE

Section 1. Number. The affairs of this Association shall be managed by a Board of three (3) directors, who must be members of the Association. The original directors of the Association shall

be as follows:

Douglas Micklitz, 3803 Sunrise Drive, La Porte, Texas

John R. Hadley, 3903 Sunrise Drive, La Porte, Texas

Michael Vecellio, 11741 Skene Way, Houston, Texas

Section 2. Term of Office. At the first annual meeting after these bylaws are adopted, the members shall elect one director for a term of one year and two directors for a term of two years; and at annual meetings thereafter, the Members shall elect directors for two year terms as needed to restore Board membership to three directors.

Section 3. Removal, Resignation or Death and Appointment of Successor. Any director may be removed from the Board, with or without cause, by a majority vote of the members of the Association. A meeting to consider the removal of a director may be called and noticed following the procedures provided in these bylaws. The notice of the meeting shall state that the issue of possible removal of the director will be on the agenda.

In the event of death, resignation or removal of a director, his successor shall be selected by the remaining members of the Board and shall serve for the unexpired term of his predecessor.

Section 4. Compensation. No director shall receive compensation for any service he may render to the Association. However, any director may be reimbursed for his actual expenses incurred in the performance of his duties.

Section 5. Action Taken Without a Meeting. The directors shall have the right to take any action in the absence of a meeting which they could take at a meeting by obtaining the written approval of all the directors. Any action so approved shall have the same effect as though taken at a meeting of the directors.

Section 6. Meeting by Telephone. The Board of Directors may participate in and hold a meeting by means of conference telephone or similar communications equipment by means of which all persons participating in the meeting can hear each other.

ARTICLE V

NOMINATION AND ELECTION OF DIRECTORS

Section 1. Nomination. Nomination for election to the Board of Directors shall be made by a Nominating Committee. Nominations may also be made from the floor if the election is held at the annual meeting. The Nominating Committee shall consist of a Chairman, who shall be a member of the Board of Directors, and two or more Members of the Association. The Nominating Committee shall be appointed by the Board of Directors prior to each annual meeting of the Members, 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.

529-92-1937

Section 2. Election. Election to the Board of Directors shall be by written ballot. The Board may choose to conduct the election either by mail or at a meeting of the members.

Ballots for an election by mail must be provided to the members not less than fifteen (15) nor more than fifty (50) days prior to the election date. Ballots shall be numbered to avoid reproduction. Ballots must be returned to the designated representative of the Association on or before the day of the election.

At elections which are held at a membership meeting, the members may vote in person or by proxy. Members may cast, in respect to each vacancy, as many votes as they are entitled to cast under the provisions of the Declaration. The persons receiving the largest number of votes shall be elected. Cumulative voting shall not be permitted.

ARTICLE VI

MEETINGS OF DIRECTORS

Section 1. Regular Meetings. Regular meetings of the Board of Directors shall be held annually, or more often as the Board deems necessary, at such place and hour as may be fixed from time to time by resolution of the Board.

Section 2. Special Meetings. Special meetings of the Board of Directors shall be held when called by the President of the Association, or by any two Directors, after not less than one (1)

days notice to each Director.

Section 3. Quorum. A majority of the number of Directors shall constitute a quorum for the transaction of business. Every act or decision done or made by a majority of the Directors present at a duly held meeting at which a quorum is present shall be regarded as the act of the Board.

ARTICLE VII

POWER AND DUTIES OF THE BOARD OF DIRECTORS

Section 1. Powers. The Board of Directors shall have power to do the following:

(a) Adopt and publish rules and regulations governing the use of the Common Area, and the personal conduct of the Members and their guests thereon, and to establish penalties for the infraction thereof.

(b) Suspend the voting rights and right to use of the recreational facilities, if any, of a Member during any period in which such Member shall be in default in the payment of any assessment levied by the Association. Such rights may also be suspended after notice and hearing, for a period not to exceed 60 days for infraction of published rules and regulations.

(c) Exercise for the Association all powers, duties and authority vested in or delegated to this Association and not reserved to the membership by other provisions of these By-Laws, the Articles of Incorporation, or the Declaration.

(d) Declare the office of a member of the Board of Directors to be vacant in the event such member shall be absent from three (3) consecutive regular meetings of the Board of Directors.

(e) Employ a manager, an independent contractor, or such other employees as they deem necessary, and to prescribe their duties.

Section 2. Duties. It shall be the duty of the Board of Directors to do the following:

(a) Cause to be kept a complete record of all its acts and corporate affairs and to present a statement thereof to the Members at the annual meeting of the Members, or at any special meeting when such statement is requested in writing by one-fourth (1/4) of the Members who are entitled to vote.

(b) Supervise all officers, agents and employees of this Association, and to see that their duties are properly performed.

(c) As more fully provided in the Declaration, to:

(1) fix the amount of the annual assessment against each Lot at least thirty (30) days in advance of each annual assessment period;

(2) send written notice of such assessment to every Owner subject thereto at least thirty (30) days in advance of each annual assessment period;

(3) collect the annual assessment in monthly installments; and

(3) foreclose the lien against any property for which

assessments are past due or to bring an action at law against the owner personally obligated to pay the same.

(d) Issue, or to cause an appropriate officer to issue, upon demand by any person, a certificate setting forth whether or not any assessment has been paid. A reasonable charge may be made by the Board for the issuance of these certificates. If a certificate states an assessment has been paid, such certificate shall be conclusive evidence of such payment.

(e) Procure and maintain adequate liability and hazard insurance on property owned by the Association.

(f) Cause all officers or employees having fiscal responsibilities to be bonded, as it may deem appropriate.

(g) Operate, maintain and otherwise manage the Common Area and any facilities, improvements and landscaping thereon.

ARTICLE VIII

OFFICERS AND THEIR DUTIES

Section 1. Enumeration of Offices. The officers of this Association shall be a president and vice-president, who shall at all times be members of the Board of Directors, a secretary, and a treasurer, and such other officers as the Board may from time to time by resolution create.

Section 2. Election of Officers. The election of officers shall take place at the first meeting of the Board of Directors following each annual meeting of the Members.

Section 3. Term. The officers of this Association shall be elected annually by the Board and each shall hold office for one (1) year unless he shall sooner resign, or shall be removed, or otherwise disqualified to serve.

Section 4. Special Appointments. The Board may elect such other officers as the affairs of the Association may require, each of whom shall hold office for such period, have such authority, and perform such duties as the Board may, from time to time, determine.

Section 5. Resignation and Removal. Any officer may be removed from office with or without cause by the Board. Any officer may resign at any time giving written notice to the Board, the president or the secretary. Such resignation shall take effect on the date of receipt of such notice or at any later time specified therein, and unless otherwise specified therein, the acceptance of such resignation shall not be necessary to make it effective.

Section 6. Vacancies. A vacancy in any office may be filled by appointment by the Board. The officer appointed to such vacancy shall serve for the remainder of the term of the officer he replaces.

Section 7. Multiple Offices. The offices of secretary and treasurer may be held by the same person. No person shall simultaneously hold more than one of any of the other offices except in the case of special offices created pursuant to Section 4 of this Article.

Section 8. Duties. The duties of the officers are as follows:

President

(a) The president shall preside at all meetings of the Board of Directors; shall see that orders and resolutions of the Board are carried out; shall sign all leases, mortgages, deeds and other written instruments and shall co-sign all checks and promissory notes.

Vice-President

(b) The vice-president shall act in the place and stead of the president in the event of his absence, inability or refusal to act, and shall exercise and discharge such other duties as may be required of him by the Board.

Secretary

(c) The secretary shall record the votes and keep the minutes of all meetings and proceedings of the Board and of the members; serve notice of meetings of the Board and of the members, keep appropriate current records showing the members of the Association together with their addresses, and shall perform such other duties as required by the Board.

Treasurer

(d) The treasurer shall receive and deposit in appropriate bank accounts all monies of the Association and shall disburse such funds as directed by resolution of the Board of Directors; shall sign all checks and promissory notes of the Association; keep

proper books of account; cause an annual audit of the Association books to be made by a public accountant at the completion of the fiscal year if the Board so directs; and shall prepare an annual budget and a statement of income and expenditures to be presented to the membership at its regular annual meeting, and deliver a copy of each to the members.

ARTICLE IX

BOOKS AND RECORDS

Upon written request, the books, records and papers of the Association shall, during reasonable business hours, be subject to reasonable inspection for any proper purpose by any Member pursuant to such rules as the Board may from time to time adopt. The Declaration, the Articles of Incorporation and the By-Laws of the Association shall be available for inspection by any Member at the principal office of the Association, where copies may be purchased at reasonable cost.

ARTICLE X

ASSESSMENTS

As more fully provided in the Declaration, each Member is obligated to pay to the Association annual and special assessments which are secured by a continuing lien upon the property against which the assessment is made. Any assessments which are not paid when due shall be delinquent. If the assessment is not paid within thirty (30) days after the due date, the assessment shall bear

interest from the due date at the rate of ten per cent (10%) per annum, and the Association may bring an action at law against the Owner personally obligated to pay the same or foreclose the lien against the property, and interest, late fees, costs, and attorney's fees of any such action shall be added to the amount of such assessment. No Owner may waive or otherwise escape liability for the assessments provided for herein by nonuse of the Common Area or abandonment of his Lot.

ARTICLE XII

INDEMNIFICATION

Each director and officer of the Corporation shall be indemnified by the Corporation against any costs and expenses including attorneys fees actually and necessarily incurred in connection with the defense of any civil, criminal, administrative or other claim, action, suit or proceeding (whether by or in the right of the Corporation or otherwise) in which he may become involved or with which he may be threatened, by reason of his being or having been a director or officer of the Corporation, and against any payments in settlement of any such claim, action, suit or proceeding or in satisfaction of any related judgment, fine or penalty upon receipt by the Corporation of any opinion of independent legal counsel that he acted in good faith and in a manner he reasonably believed to be in or not opposed to the interests of the Corporation, and in respect of any criminal

() action, that he reasonably believed that his conduct was lawful. The termination of any action, suit or proceeding by judgment, order, settlement, conviction or upon a plea of nolo contendere or its equivalent shall not, of itself, create a assumption that the director or officer did not act in good faith and in a manner he reasonably believed to be in or not opposed to the best interest of the Corporation, and in respect of any criminal action or proceeding, did not reasonably believe that his conduct was lawful. The foregoing indemnification shall not be deemed exclusive of any other rights to which any director may be entitled, as a matter of law or otherwise, both as to action in his official capacity and as to action in another capacity while holding each office and shall continue as to a person who has ceased to be a director or officer and shall inure to the benefit of the heirs, executors and administrators of such a person.

Notwithstanding the provisions of the preceding paragraph, no person shall be entitled to indemnification pursuant thereto in relation to any matter as to which indemnification shall not be permitted by law.

The Corporation may purchase and maintain insurance on behalf of any person who is or was an officer or director of the Corporation against any liability asserted against him and incurred by him in any such capacity, or arising out of his status as such, whether or not the Corporation would have the power to indemnify him against

529-92-1946

(1) such liability under the preceding provisions of this Article or applicable provisions of law.

ARTICLE XIII

AMENDMENTS

Section 1. These By-Laws may be amended by the Board of Directors, at a regular or special meeting of the directors, by a vote of a majority of a quorum of directors.

Section 2. In the case of any conflict between the Articles of Incorporation and these By-Laws, the Articles shall control; and in the case of any conflict between the Declaration and these By-Laws, the Declaration shall control.

ARTICLE XIV

MISCELLANEOUS

() The fiscal year of the Association shall begin on the first day of January and end on the 31st day of December of every year.

IN WITNESS WHEREOF, we, being all of the directors of the SUNRISE HOMEOWNERS ASSOCIATION, INC. have hereunto set our hands this ____ day of _____, 199__.

ANY PROVISION HEREIN WHICH RESTRICTS THE SALE, RENTAL, OR USE OF THE DESCRIBED REAL PROPERTY BECAUSE OF COLOR OR RACE IS HEREBY REPEALED AND UNENFORCEABLE UNDER FEDERAL LAW THE STATE OF TEXAS } COUNTY OF HARRIS }

I hereby certify that this instrument was FILED in File Number _____ on the _____ day of _____, 1999, and was duly RECORDED, in the Official Public Records of Real Property of Harris County, Texas on _____.

DEC 30 1999



Barbara A. Kuyper
COUNTY CLERK
HARRIS COUNTY TEXAS

15

Douglas Micklitz
DOUGLAS MICKLITZ

John R. Hadley
JOHN R. HADLEY

Michael Vicellio
MICHAEL VICELLIO

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.

Barbara A. Kuyper
COUNTY CLERK
HARRIS COUNTY TEXAS

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RESTRICTIONS OF BAY COLONY SUBDIVISION

THE STATE OF TEXAS:

KNOW ALL MEN BY THESE PRESENTS:

COUNTY OF HARRIS:

THAT WHEREAS, BAY COLONY DEVELOPMENT CO., A Texas Corporation, acting herein by and through its duly authorized officers, owns all the lots and blocks in BAY COLONY SUBDIVISION, a Subdivision in Harris County, Texas, recorded in Volume 81, Page 62 of the Map Records of Harris County, Texas, and such owner is desirous of imposing certain easements and restrictions on said property which consists of One Hundred Fifty-Eight (158) lots;

NOW THEREFORE, the undersigned does hereby establish and impose the following restrictions, easements, covenants, and conditions, which shall be covenants running with the land, upon each and every one of the One Hundred Fifty-Eight (158) lots situated in BAY COLONY SUBDIVISION, as hereinabove described, and if any such restrictions shall be held to be invalid, or for any reason are not enforceable, none of the other restrictions shall be affected or impaired thereby, but shall remain in full force and effect, and all parties and persons claiming under BAY COLONY DEVELOPMENT CO. shall be bound by these restrictions, easements, covenants, and conditions until January 15, 2011, at which time said covenants, conditions and restrictions shall be automatically extended for successive periods of ten (10) years each unless by duly recorded instrument signed by a majority of the property owners in said subdivision, it is agreed to change said covenants, conditions and restrictions in whole or in part.

If BAY COLONY DEVELOPMENT CO., or any of its successors or assigns shall violate or attempt to violate any of the covenants herein, it shall be lawful for any person or persons owning any real property situated in the above referred to subdivision to prosecute and proceedings at law or in equity against the person or persons violating or attempting to violate any such covenants and either to prevent him or them from so doing or to recover damages or other dues for such violations.

Invalidation of any of these covenants by judgment or court order shall in nowise affect any of the other provisions which shall remain in full force and effect.

- a. No lot, except as hereinafter noted, shall be used except for residential purposes. The term "residential purposes" as used herein shall be held and construed to exclude hospitals, clinics, duplex houses, apartment houses EXCEPT that Lots One (1) through six (6), both inclusive, in Block One (1), and Lots One Hundred Fifty-Seven (157) and One Hundred Fifty-Eight (158) in Block Eight (8) of the aforesaid BAY COLONY SUBDIVISION may be used for multi-unit residential residences are approved by the architectural committee, boarding houses, hotels, and to exclude commercial and processional uses whether from homes, residences or otherwise, and all such uses of said property are hereby expressly prohibited. No building shall be erected, altered, placed or permitted to remain on any lot
- 100

other than one detached single family dwelling not to exceed two stories in height and a private garage for not more than three (3) cars. This restriction shall not prevent the inclusion of one story servant's quarters in connection with a garage for the use of bona fide servants domiciled with a tenant or owner.

- b. No building shall be erected, placed or altered on any building plot in this subdivision until two (2) sets of the building plans, specifications, and plot plan showing the location of such buildings have been approved in writing as to conformity and harmony of external design with existing structure in the subdivision, and as to location with respect to topography and finished ground elevation, by a committee composed of three (3) officers of BAY COLONY DEVELOPMENT CO., or by a representative named by a majority of the members of said committee. In the event of death or resignation of any member of said committee, the remaining member or members shall have full authority to approve or disapprove such design and location or to designate a representative with like authority. In the event said committee, or its designated representatives, fail to approve or disapprove such design and location within thirty (30) days after said plans and specifications have been submitted to it such approval will not be required and this covenant will be deemed to have been complied with. Neither the members of such committee nor its designated representatives shall be entitled to any compensation for services performed pursuant to this covenant. The duties and powers of such committee and of its designated representatives shall cease on and after ten years from date. Thereafter, the approval described in this covenant shall be vested in the BAY COLONY PROPERTY OWNERS ASSOCIATION, who shall thereafter exercise the same powers previously exercised by said committee.
- c. No building shall be placed or maintained on any lot nearer to the street than the front or side street building set-back lines shown on the recorded plat. No residences shall be maintained nearer to an interior lot line than five (5) feet. For the purpose of these restrictions, eaves, steps, unroofed porches, and roof overhangs, shall not be considered in this measurement; however, no portion of any building on one building site may encroach on another building site. Detached garages shall not be nearer than five (5) feet from the rear lot line except, in no event, can be placed any closer to the rear lot line than the utility or platting easement line as shown on the recorded plat, and not nearer than five (5) feet from the side lot line. All improvements shall be constructed on the site to front on the street on which it has the smallest frontage, unless otherwise approved by the ARCHITECTURAL CONTROL COMMITTEE.
- d. No residential structure shall be erected or placed on any building plot which plot has an area less than 6,000 square feet and only one residential structure may be placed on any residential lot on said plot of BAY COLONY SUBDIVISION.
- e. No trailer, basement, tent, shack, garage, barn or other outbuilding erected on the tract shall be at any time used as a residence, temporary or permanently, nor shall any structure of a temporary character be used as a residence, nor shall any used residence be moved onto a residential lot.

- BP 070-72-1577
- f. No residential structure shall be placed on a lot unless its living area consists of the following minimum square footage as to the following lots, a minimum square footage of living area, exclusive of galleries, porches and steps as follows:

1100 Square feet as to Lots One Hundred Twenty-one (121) through One Hundred Twenty-nine (129), both inclusive, in Block B Six (B6); Lots One Hundred Thirty (130) through One Hundred Forty-seven (147), both inclusive in Block B Seven (B7); and Lots One Hundred Forty-eight (148) through One Hundred Fifty-six (156), both inclusive, in block B Eight (B8).

As to Lots One (1) through Fourteen (14), both inclusive, in Block B One (B1) and as to Lots One Hundred Fifty-seven (157) and One Hundred Fifty-eight (158) in Block B Eight (B8), which lots may have multi-unit residences and as such are not regulated as to minimum square footage but rather must be approved by the Architectural Committee. If said lots are used for single family residences then such residences must have a minimum square footage as hereinabove set forth of 1100 square feet.

1200 square feet as to Lots One Hundred Twelve (112) through One Hundred Twenty (120), both inclusive, in Block B Six (B6); Lots Ninety-six (96) through One Hundred Eleven (111), both inclusive, in Block B Five (B5); Lots Eighty (80) through Ninety-five (95), both inclusive, in Block B Four (B4); Lots Sixty-four (64) through Seventy-nine (79), both inclusive, in Block B Three (B3); Lots Fifty-six (56) through Sixty-three (63), both inclusive, in Block B Two (B2); and Lots Fifteen (15) through Thirty-three (33), both inclusive, in Block B One (B1).

1500 square feet as to lots Thirty-five (35) through Forty-three (43), both inclusive, in Block B One (B1), and Lots Forty-four (44) through Fifty-five (55), both inclusive, in Block B Two (B2).

- g. No fence, wall, hedge, nor any pergola or other detached structure higher than two (2) feet above the ground, shall be erected, grown or maintained on any part of any lot forward of the front building line of said lot. No fence more than six (6) feet in height shall be permitted to remain on side lines that are nearer to the street than the front property set back lines. No massed planting which would interfere with the view of cross traffic shall be allowed on a corner lot.
- h. Easements for installation and maintenance of utility and drainage facilities are reserved as shown on the recorded plat.
- i. No noxious or offensive trade or activity shall be carried on upon any lot or shall anything be done thereon which may be or become an annoyance to the neighborhood.
- j. The raising or keeping of hogs, horses, poultry, fowls, or other livestock on any part of the subdivision is strictly prohibited.

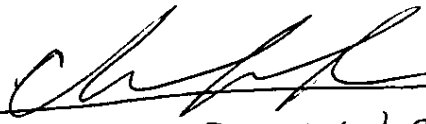
- k. No water well, septic system, or cesspool shall be permitted.
- l. No spirituous, vinous, or malt liquors, or medicated bitters capable of producing intoxication shall be sold or offered for sale on any residential site. No premises or any part thereof shall be used for vicious, illegal, or immoral purposes, nor for any purpose in violation of the laws of the State of Texas, or of the United States, or of the police, health, sanitary, building or fire code, regulation or instruction relating to or affecting the use or occupancy or possession of any said sites.
- m. No sign of any kinds shall be displayed to the public view except one sign of not more than five (5) square feet, advertising the property for sale, or rent, or signs used by the builders to advertise the property during the construction and sales period.
- n. No oil drilling, oil development operations, oil refining, quarrying, or mining operations of any kinds shall be permitted upon or in any lot, nor shall oil wells, tanks, tunnels, mineral excavations or shafts be permitted upon any lot. No derrick or other structures designed for the use in boring for oil, natural gas or water shall be erected, maintained, or permitted upon any lot.
- o. No lot shall be used or maintained as a dumping ground for rubbish, trash, garbage, or other wastes shall not be kept except in sanitary containers. All incinerators or other equipment for the storage or disposal of such material shall be kept in a clean and sanitary condition.
- p. No boats or trailers may be parked in front of the front building line of any lot.
- q. Any violation of any of the covenants, agreements, reservations, easements and restrictions herein shall not have the effect of impairing or affecting the rights of any mortgagee, trustee or grantor, under any mortgage, or deed of trust, or to the assignee of any mortgages, trustee, or guarantor, under any such mortgage or deed of trust outstanding against the said property at the time that the easements, agreements, restrictions, reservations or covenants may be violated.
- r. Nothing herein contained shall serve to restrict in any manner any land other than the land described in the plat of BAY COLONY SUBDIVISION as hereinabove described.
- s. Each residential lot in BAY COLONY SUBDIVISION, when sold by the undersigned, shall be subject to an annual maintenance charge of ONE HUNDRED FIFTY DOLLARS (\$150.00) minimum based upon the size of lot for the purpose of creating a fund for the use and benefit of the BAY COLONY PROPERTY OWNERS ASSOCIATION, a non-profit association; such charge to be paid by the then owner of each lot. This maintenance charge is to be prepaid annually on the first day of January of each year and there shall be 6% interest charged on any delinquent payments. The maintenance charge shall be secured by a vendor's lien upon said lots.

HP 070-72-1679

- t. It is expressly understood and agreed that the Vendor's Lien retained upon the lots in BAY COLONY SUBDIVISION, as set forth in paragraph (s) above, shall be and remain second, subordinate and inferior to any and all Federal Housing Administration and Veterans Administration insured loans and all mortgages of any kind or character securing the payments of such lots.
- u. BAY COLONY PROPERTY OWNERS ASSOCIATION, a non-profit association shall exist under the administration of the President, Vice-President and Secretary of BAY COLONY DEVELOPMENT CO., who shall act as the executive officers and trustees of said association and shall administer all business of said association until such time that 51% or more of the total lots in BAY COLONY SUBDIVISION have been sold by BAY COLONY DEVELOPMENT CO. and at such time the majority of the then property owners shall elect substitute officers and trustees to replace the then prior officers and trustees of said association and all books, records, and monies shall be delivered to such new officers and trustees. The majority of the then property owners shall determine the term of office, duties, rights, privileges and obligations, including but not limited to the by-laws and articles of the association, the BAY COLONY PROPERTY OWNERS ASSOCIATION, which association shall be for the purposes hereinafter set forth.
- v. BAY COLONY PROPERTY OWNERS ASSOCIATION shall apply the total maintenance charges collected, so far as they may be sufficient, for the providing of street lighting maintenance, construction and maintenance of recreational facilities, for the repair and maintenance of streets, paths, parkway, esplanades and vacant lots, for the construction and maintenance of landscape facilities, for the payment of legal and other expenses incurred in connection with the enforcement of all recorded charges, covenants, restrictions and conditions affecting said property to which annual maintenance charges apply, and for doing any other things necessary or desirable in the opinion of said association to maintain or improve the property, or which the association considers to be of general benefit to the owners or occupants of BAY COLONY. It is agreed that the decisions of said association shall be final so long as such expenditures are made in good faith.
- w. The annual charge for maintenance may be adjusted by the association from year to year as the needs of the property may, in their judgment require, but shall in no event be set at a greater amount than \$150.00 per year, except by duly recorded petition signed by at least three-fourths (3/4th) of the then property owners of BAY COLONY SUBDIVISION, and subsequent sections. These maintenance charges shall continue for a period of fifteen (15) years from the date of the filing of the restrictions, and then shall continue for five (5) year periods, until a majority of the then lot owners shall file an instrument with the County Clerk of Harris County, Texas, agreeing to the abandonment of such charges.
- x. It is expressly understood and agreed that Lot Thirty-four (34) and the reserved section "C" of BAY COLONY SUBDIVISION are designated as a private park for the use of the owners of all lots in BAY COLONY SUBDIVISION and subsequent

sections, and that such lots are not subject to but are hereby expressly excluded from the provision, conditions, and covenants limiting their use as park property, notwithstanding any other provision herein to the contrary.

- y. BAY COLONY DEVELOPMENT CO. shall provide for the maintenance of all BAY COLONY SUBDIVISIONS lots that are not sold by contract or by deed to any individual or corporation. This obligation terminating with the termination of ownership.

X 
Christopher Dewey Lemmings

President Bay Colony Property Owners Association

ANY PROVISION HEREIN WHICH RESTRICTS THE SALE, RENTAL, OR USE OF THE DESCRIBED REAL PROPERTY BECAUSE OF COLOR OR RACE IS VOID AND UNENFORCEABLE UNDER FEDERAL LAW, THIS STATE OF TEXAS
COUNTY OF HARRIS
I hereby certify that this instrument was FILED in the number Sequence on the date and at the place stated below by me, and was duly RECORDED in the Official Public Records of Real Property of Harris County Texas on

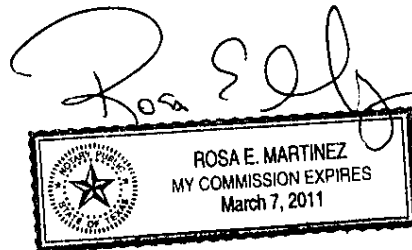
MAR - 8 2010

State of Texas
County of Harris



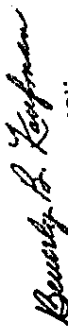

COUNTY CLERK
HARRIS COUNTY, TEXAS

This instrument was acknowledged
before me on the 8 day of March, 2010



FILED

2010 MAR - 8 PM 2:26


COUNTY CLERK
HARRIS COUNTY, TEXAS

at
Bay Colony Property Asso.
Box 243
LaPorte, TX 77572

RP 370-72-1680

2
NOTICE

SUNRISE TOWNHOMES HOMEOWNERS ASSOCIATION, INC.
RECORDS RETENTION POLICY

WHEREAS, the Sunrise Townhomes Homeowners Association, Inc. (the "Association"), a Texas non-profit corporation, which is governed by its Board of Directors (the "Board"), is the governing entity of the Sunrise Townhomes project and authorized to enact this Policy; and

WHEREAS, this Records Retention Policy applies to the operation and utilization of property within the Sunrise Townhomes project, located within Reserve "A" in Block One (1), and Reserve "B" in Block Eight (8), of Bay Colony subdivision in Harris County, Texas according to the map or plat thereof, recorded at Volume 81, Page 62 of the Map Records of Harris County, Texas; along with any supplements, additions or replats thereof; and

WHEREAS, Chapter 209 of the Texas Property Code was amended, effective January 1, 2012, to add Section 209.005(m), which requires the Association to adopt and record a policy regarding retention of Association Books and Books and Records and the Board of Directors of the Association desires to establish such guidelines; and

NOW THEREFORE, the Board of Directors of the Association hereby adopts the following Records Retention Policy pursuant to Chapter 209.005(m) of the Texas Property Code and the authority granted to the Board by the provisions of the By-laws:

This Records Retention Policy was approved by the Board of Directors for the Sunrise Townhomes Homeowners Association, Inc., on the 15th day of November, 2011, to be effective upon the date of filing in the Harris County, Texas Real Property Records.

The Association shall maintain its records as follows:

<u>RECORD</u>	<u>RETENTION PERIOD</u>
Certificate of Formation/ Articles of Incorporation, Bylaws, Declarations and all amendments to those documents.	PERMANENT
Association Tax Returns and Tax Audits	SEVEN (7) YEARS
Financial Books and Records	SEVEN (7) YEARS
Account Records of Current Owners	FIVE (5) YEARS
Contracts with a term of more than one year	FOUR (4) YEARS AFTER CONTRACT EXPIRES
Minutes of Member Meetings and Board Meetings	SEVEN (7) YEARS

Records not listed above are not subject to mandatory retention, but may be retained at the Association's discretion.

The Association, through its Board of Directors, shall have and may exercise discretionary authority concerning the restrictive covenants contained herein.

CERTIFICATION

"I, the undersigned, being the President of the Sunrise Townhomes Homeowners Association, Inc., hereby certify that the foregoing Resolution was adopted by at least a majority of the Association Board of Directors."

By: William Cloyd

Print name: William Cloyd

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JAN 31 2012

ACKNOWLEDGEMENT

STATE OF TEXAS

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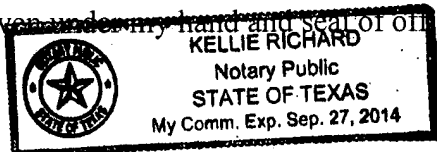
COUNTY OF HARRIS

§

Stan Stewart
County Clerk, Harris County, Texas

BEFORE ME, the undersigned authority, on this day personally appeared William Cloyd, President of the Sunrise Townhomes Homeowners Association, Inc., and known by me to be the person whose name is subscribed to the foregoing document and, being by me first duly sworn, declared that he is the person who signed the foregoing document in his representative capacity and that the statements contained therein are true and correct.

Given under my hand and seal of office this the 19th day of January, 2012.



Kellie Richard
Notary Public, State of Texas

RETURN TO:

Holt & Young, P.C.
11200 Richmond Ave., Suite 450
Houston, Texas 77082

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.

JAN 31 2012



Stan Stewart
COUNTY CLERK
HARRIS COUNTY, TEXAS

4
notice

SUNRISE TOWNHOMES HOMEOWNERS ASSOCIATION, INC.
BOOKS AND RECORDS PRODUCTION POLICY

§ WHEREAS, the Sunrise Townhomes Homeowners Association, Inc. (the "Association"), a Texas non-profit corporation, which is governed by its Board of Directors (the "Board"), is the governing entity of the Sunrise Townhomes project and authorized to enact this Policy; and

WHEREAS, this Books and Records Production Policy applies to the operation and utilization of property within the Sunrise Townhomes project, located within Reserve "A" in Block One (1), and Reserve "B" in Block Eight (8), of Bay Colony subdivision in Harris County, Texas according to the map or plat thereof, recorded at Volume 81, Page 62 of the Map Records of Harris County, Texas; along with any supplements, additions or replats thereof; and

WHEREAS, Chapter 209 of the Texas Property Code was amended, effective January 1, 2012, to add Section 209.005, which requires the Association to adopt and record a policy regarding guidelines for production of Association Books and Records to owners and the Board of Directors of the Association desires to establish guidelines in compliance with Chapter 209.005 of the Texas Property Code; and

NOW THEREFORE, the Board of Directors of the Association hereby adopts the following Records Production Policy pursuant to Chapter 209 of the Texas Property Code and the authority granted to the Board by the provisions of the By-laws:

This Records Production Policy was approved by the Board of Directors for the Sunrise Townhomes Homeowners Association, Inc., on the 15th day of November, 2011, to be effective upon the date of filing in the Harris County, Texas Real Property Records.

I. Copies of Association Books and Records will be available to all Owners upon their proper request and at their own expense. A proper request:

- a. is sent certified mail to the Association's address as reflected in its most recent management certificate;
- b. is from an Owner, the Owner's agent, attorney, or certified public accountant; and
- c. contains sufficient detail to identify the Books and Records being requested.

II. Owners may request to inspect the Books and Records OR may request copies of specific Books and Records.

If the owner makes a request to *inspect* the Books and Records, then the Association will respond within **10 business days** of the request, providing the dates and times the Books and Records will be made available and the location of the Books and Records. The Association and the owner shall arrange for a mutually agreeable time to conduct the inspection. The Association shall provide the owner with copies of specific documents requested during the inspection upon the owner paying the Association the cost thereof.

If the owner makes a request for *copies of specific Books and Records*, the Association shall, within 10 days of the owner's request, send a response letter advising on the date that the requested copies will be made available (within **15 business days**) and the cost the owner must

pay before the requested copies will be provided. Upon paying the cost of producing the requested copies, the Association shall provide the requested copies to the owner.

III. The Association hereby adopts the following schedule of costs:

<u>COPIES</u>	10 cents per page, for a regular 8.5" x 11" page 50 cents per page, for pages 11" x 17" or greater Actual cost, for specialty paper (color, photograph, map, etc...) \$1.00 for each CD or audio cassette and \$3.00 for each DVD
<u>LABOR</u>	\$15.00 per hour, actual time to locate, compile and reproduce the Books and Records (can only charge if request is greater than 50 pages in length)
<u>OVERHEAD</u>	20% of the total labor charge (can only charge if request is greater than 50 pages in length)
<u>MATERIALS</u>	actual costs of labels, boxes, folders, and other supplies used in producing the Books and Records, along with postage for mailing the Books and Records

IV. The Association hereby adopts the following form of response to Owners who request to inspect the Association Books and Records:

SUNRISE TOWNHOMES HOMEOWNERS ASSOCIATION, INC.
RESPONSE TO REQUEST FOR ASSOCIATION RECORDS

April 11, 2012

Dear Homeowner:

On April 1, 2012, the Sunrise Townhomes Homeowners Association, Inc. received your request to inspect the books and records of the Association. The books and records of the Association can be made available for you to inspect on regular business days, between the hours of 9:00 a.m. and 5:00 p.m., at the office of Richard Management Co., 14615 County Cress Dr., Houston, Texas 77047.

Please contact the Association manager at 281-460-2754 to arrange for a mutually agreeable time for you to come and inspect the books and records. Please be advised that if you desire copies of specific records during or after the inspection, you must first pay the associated costs before the copies will be provided to you. A schedule of costs is included with this response.

Very Truly Yours,
Sunrise Townhomes Homeowners Association, Inc.

V. The Association hereby adopts the following form of response to Owners who request copies of specific records:

SUNRISE TOWNHOMES HOMEOWNERS ASSOCIATION, INC.
RESPONSE TO REQUEST FOR ASSOCIATION RECORDS

April 11, 2012

Dear Homeowner:

On April 1, 2012, the Sunrise Townhomes Homeowners Association, Inc. received your request for copies of specific Association records. We are unable to provide you with the requested records within 10 business days of your request. However, the requested records will be available to you no later than 15 business days after the date of this response.

In order to obtain the records you must first pay the Association the cost of providing the records to you. The estimated cost to obtain the records you requested is \$_____. Upon receiving payment, the Association will mail the requested documents to you. You may also make payment and pick up the documents in person at the office of Richard Management Co., 14615 County Cress Dr., Houston, Texas 77047; 281-460-2754.

Very Truly Yours,
Sunrise Townhomes Homeowners Association, Inc.

- VI. If the estimated cost provided to the Owner is more or less than the actual cost of producing the documents, the Association shall, within 30 days after providing the records, submit to the owner either an invoice for additional amounts owed or a refund of the overages paid by the Owner.
- VII. Unless authorized in writing or by court order, the Association will not provide copies of any records that contain the personal information of an owner, including restriction violations, delinquent assessments, financial information, and contact information.

The Association, through its Board of Directors, shall have and may exercise discretionary authority concerning the restrictive covenants contained herein.

SUNRISE TOWNHOMES HOMEOWNERS ASSOCIATION, INC.
CERTIFICATION

"I, the undersigned, being the President of the Sunrise Townhomes Homeowners Association, Inc., hereby certify that the foregoing Resolution was adopted by at least a majority of the Association Board of Directors. 1912

By: William Cloyd

Print name: William Cloyd

ACKNOWLEDGEMENT

STATE OF TEXAS

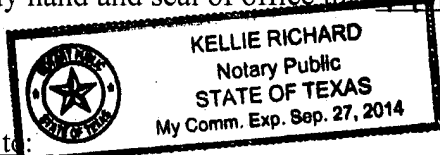
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COUNTY OF HARRIS

§

BEFORE ME, the undersigned authority, on this day, personally appeared the person whose name is subscribed to the foregoing instrument and acknowledged to me that they executed the same as the act of the Association for the purpose and consideration therein expressed and in the capacity therein stated.

Given under my hand and seal of office this 19th day of JANUARY, 2012.



Kellie Richard
Notary Public, State of Texas

After Recording Return to:
HOLT & YOUNG, P.C.
11200 Richmond Ave., Ste. 450
Houston, Texas 77082

**FILED FOR RECORD
8:00 AM**

JAN 31 2012

Stan Stewart
County Clerk, Harris County, Texas

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PROPERTY BECAUSE OF COLOR OR RACE IS INVALID AND UNENFORCEABLE UNDER FEDERAL LAW.
THIS 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

JAN 31 2012



Stan Stewart
COUNTY CLERK
HARRIS COUNTY, TEXAS

2
NOTICE
B

SUNRISE TOWNHOMES HOMEOWNERS ASSOCIATION, INC.
PAYMENT PLAN POLICY

WHEREAS, the Sunrise Townhomes Homeowners Association, Inc. (the "Association"), a Texas non-profit corporation, which is governed by its Board of Directors (the "Board"), is the governing entity of the Sunrise Townhomes project and authorized to enact this Policy; and

WHEREAS, this Payment Plan Policy applies to the operation and utilization of property within the Sunrise Townhomes project, located within Reserve "A" in Block One (1), and Reserve "B" in Block Eight (8), of Bay Colony subdivision in Harris County, Texas according to the map or plat thereof, recorded at Volume 81, Page 62 of the Map Records of Harris County, Texas; along with any supplements, additions or replats thereof; and

WHEREAS, the Board of Directors of the Association desires to establish guidelines to administer an installment payment process for delinquent amounts owed to the Association in compliance with Chapter 209 of the Texas Property Code ; and

NOW THEREFORE, the Board of Directors of the Association hereby adopts the following Payment Plan Policy pursuant to Chapter 209 of the Texas Property Code and the authority granted to the Board by the provisions of the By-laws:

This payment plan policy was approved by the Board of Directors for the Sunrise Townhomes Homeowners Association, Inc., on the 15th day of November, 2011, to be effective upon the date of filing in the Harris County, Texas Real Property Records.

- 1) All Owners are entitled to an approved payment plan to pay their annual assessments.
- 2) All payment plans require a down payment and monthly payments.
- 3) Upon request, all Owners are automatically approved for a payment plan consisting of 25% down, with the balance paid off in 6 monthly installments.
- 4) Alternative Payment Plan proposals shall be submitted to and approved by the Association in writing. The Association is not obligated to approve alternative Payment Plan proposals.
- 5) A Payment Plan must include sequential monthly payments. The total of all proposed payments under the Plan must equal the current balance plus the Payment Plan administrative fees, plus the estimated accrued interest.
- 6) If an owner requests a Payment Plan that will extend into the next assessment period, the owner shall be required to pay future assessments by the due date in addition to the payments specified in the Payment Plan.
- 7) All Payment Plans must be in writing on a form provided by the Association, or a form otherwise approved by the Association.
- 8) If an owner defaults on the Payment Plan the Payment Plan is terminated. Default of a Payment Plan includes:
 - a. failing to return a signed Payment Plan form with the down payment;

- b. missing a payment due in a calendar month; or
 - c. failing to pay future assessments by the due date if the Payment Plan extends into the next assessment period.
- 9) If an owner defaults on a Payment Plan the Association is not obligated to make another Payment Plan with the owner for the next two years after the date of default.
- 10) No payment plan may last shorter than 3 months or longer than 18 months, although an Owner is not prohibited from paying amounts due to the Association earlier than contemplated by a payment plan.
- 11) The Association is allowed to charge interest and reasonable administrative costs throughout the payment plan, but may not charge a late fee or any other penalties.

The Association, through its Board of Directors, shall have and may exercise discretionary authority concerning the restrictive covenants contained herein.

CERTIFICATION

"I, the undersigned, being the President of the Sunrise Townhomes Homeowners Association, Inc., hereby certify that the foregoing Resolution was adopted by at least a majority of the Association Board of Directors."

By: William Cloyd

Print name: William Cloyd

**FILED FOR RECORD
8:00 AM**

JAN 31 2012

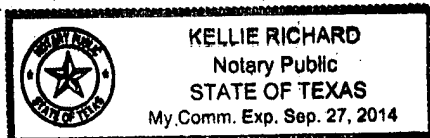
Stan Stewart
County Clerk, Harris County, Texas

ACKNOWLEDGEMENT

STATE OF TEXAS §
 §
COUNTY OF HARRIS §

BEFORE ME, the undersigned authority, on this day personally appeared William Cloyd, President of the Sunrise Townhomes Homeowners Association, Inc., and known by me to be the person whose name is subscribed to the foregoing document and, being by me first duly sworn, declared that he is the person who signed the foregoing document in his representative capacity and that the statements contained therein are true and correct.

Given under my hand and seal of office this the 19th day of JANUARY, 2012.



Kellie Richard
Notary Public, State of Texas

RETURN TO:

✓✓
Holt & Young, P.C.
11200 Richmond Ave., Suite 450
Houston, Texas 77082

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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 herein by me, and was duly RECORDED, in the Official Public Records of Real Property of Harris County, Texas

JAN 31 2012



Stan Stewart
COUNTY CLERK
HARRIS COUNTY, TEXAS

6
NOTICE
B

SUNRISE TOWNHOMES HOMEOWNERS ASSOCIATION, INC.
REGULATION OF SOLAR PANELS, ROOF SHINGLES,
FLAGS, FLAG POLES, RELIGIOUS ITEMS AND RAIN BARRELS

WHEREAS, the Sunrise Townhomes Homeowners Association, Inc. (the "Association"), a Texas non-profit corporation, which is governed by its Board of Directors (the "Board"), is the governing entity of the Sunrise Townhomes project and authorized to enact this Policy; and

WHEREAS, these Regulations apply to the operation and utilization of property within the Sunrise Townhomes project, located within Reserve "A" in Block One (1), and Reserve "B" in Block Eight (8), of Bay Colony subdivision in Harris County, Texas according to the map or plat thereof, recorded at Volume 81, Page 62 of the Map Records of Harris County, Texas; along with any supplements, additions or replats thereof; and

WHEREAS, Chapter 202 of the Texas Property Code was amended to add Sections 202.010, 202.011, 202.012, 202.018, and 202.007(d) which require the Associations to allow solar panels, certain roofing materials, flags, flag poles, religious items and rain barrels, and authorizes the Association to regulate such items; and

WHEREAS, the Board of Directors of the Association desires to regulate such items by establishing regulations and guidelines relating to solar panels, certain roofing materials, flags, flag poles, religious items and rain barrels in compliance with Chapter 202 of the Texas Property Code and pursuant to the authority granted to the Board by the provisions of the Declaration:

NOW THEREFORE, in accordance with the foregoing, the Sunrise Townhomes Homeowners Association, Inc. hereby adopts the following Regulations on the 15th day of November, 2011, to be effective upon the date of filing in the Harris County, Texas Real Property Records.

To the extent the regulations contained herein conflict with any previously existing Rules, Regulations or Architectural Guidelines of the Sunrise Townhomes Homeowners Association, Inc., the regulations contained herein control.

I. Solar panels are permitted to the extent required by 202.010 of the Texas Property Code, subject to the following regulations:

- 1) The owner shall first apply to and receive written approval from the ACC prior to installation of any solar panels or other solar items (collectively "Solar Panels") permitted by 202.010.
- 2) Solar Panels shall be located in a fenced-in yard or patio, OR on the roof of the house or other approved structure, not visible from the front of the structure, and in a location approved by the ACC (subject to any limitation imposed by 202.010).
- 3) Solar Panels shall be located entirely on the property of the owner erecting the Solar Panels and shall not be located on any other lot, property or common area.
- 4) When mounted on a structure, no Solar Panel may be higher or wider than the roofline of the structure it is mounted on.

- 5) When mounted on a structure, the top edge of all Solar Panels shall be parallel with the roofline and shall conform to the slope of the roofline.
- 6) If located in a fenced-in yard or patio, the Solar Panels shall be lower than the fence line of the yard or patio.
- 7) Solar Panel frames, brackets, wires and pipes shall be a shade of silver, bronze or black.
- 8) An Owner wishing to obtain approval of the installation of a solar panel or device that does not comply with any single criteria above must demonstrate that an alternative location will enable the panel or device to generate more than 10% greater production in the alternative location.

II. To the extent required by 202.011 of the Texas Property Code, Owners are entitled to install roof shingles designed primarily to be wind and/or hail resistant; shingles that provide heating and cooling efficiencies greater than those provided by customary composite shingles; and shingles that provide solar generation capabilities (collectively referred to as "Alternative Shingles"), subject to the following regulations:

An Owner must obtain prior written authorization of the Architectural Control Committee ("ACC"), to place or install any type of shingle or roofing material on the exterior of any improvement located on a Lot within the Subdivision. Roof Shingles will be approved upon the submission of a proper application to the ACC proposing an installation of roof shingles that is within the parameters set forth in Chapter 202.011 of the Texas Property Code and any other permissible criteria required by the ACC.

Roof shingles that satisfy all of the criteria of each subparagraph one through four below will be approved for installation.

1. shingles are either designed primarily to
 - a) be wind and hail resistant;
 - b) provide heating and cooling efficiencies greater than those provided by customary composite shingles; or
 - c) provide solar generation capabilities.
2. the shingles resemble the shingles used on property in the subdivision.
3. the shingles are more durable than and are of equal or greater quality to the shingles used on property in the subdivision.
4. the shingles match the aesthetics of the property surrounding the owner's property.

III. To the extent required by 202.012 of the Texas Property Code, Owners are entitled to display a United States Flag, a Texas State Flag, or a replica flag of any branch of the United States Armed Forces ("Permitted Flags"), and to install a flag pole on their property for the purpose of displaying the Permitted Flags; subject to the following regulations:

- 1) The Owner shall first apply to and receive written approval from the ACC prior to installation of any flag pole.
- 2) United States Flags must be displayed in accordance with 4 U.S.C. Sections 5-10.

- 3) The Texas Flag must be displayed in accordance with Chapter 3100 of the Texas Government Code.
- 4) Only Permitted Flags may be displayed within the Association.
- 5) Permitted Flags shall be displayed from a pole attached to a structure OR from a free-standing pole. Except for flags that are mounted in accordance with 4 U.S.C. Sections 5-10, Permitted Flags may not be draped over or directly attached to structures. For example, a Permitted Flag may not be laid across a fence or stapled to a garage or entry door.
- 6) A flag pole attached to a structure shall be limited to one per lot, shall be no more than 6 feet long and shall be securely attached by a bracket with an angle of 30 to 45 degrees down from vertical. The flag pole shall be attached in such a matter as to not damage the structure. One attached flag pole is allowed on the front portion of a structure facing the street in a location approved by the ACC. Brackets which accommodate multiple flag poles are prohibited.
- 7) A flag pole, whether attached to a dwelling or freestanding, shall be constructed of permanent, long-lasting materials with a finish appropriate to the materials used in the construction of the flag pole and harmonious with the dwelling. Flag poles shall be commercially produced and not home-made, they shall not be constructed of wood or plastic.
- 8) Only one Permitted Flag may be displayed on a flag pole attached to a structure; up to two Permitted Flags may be displayed on an approved free-standing flag pole that is at least 14 feet tall.
- 9) The flag display and flag pole shall conform to all setbacks, easements, and zoning ordinances.
- 10) Flags and flag poles must be maintained in good condition; flags and poles that are deteriorating or represent an unsafe condition shall be repaired, replaced or removed.
- 11) Free-standing flag poles, are limited to one per lot, in a location approved by the ACC in writing, and shall not exceed 20 feet in height (including any ornamental cap) and 9 inches in diameter. Free-standing flag poles shall be permanently installed in the ground according to the manufacturer's instructions.
- 12) Permitted Flags are limited in size to 3 feet tall by 5 feet wide.
- 13) Lighting may be installed to illuminate Permitted Flags if they will be displayed at night and if existing ambient lighting does not provide proper illumination. Flag lighting shall be:
 - a) approved in writing by the ACC prior to installation, and
 - b) shall be ground mounted in the vicinity of the flag, and
 - c) shall utilize a fixture that screens the bulb and directs light in the intended direction with minimal spillover, and

- d) shall point towards the center of the flag and face the main structure on the property or to the center of the property if there is no structure, and
 - e) shall not provide illumination exceeding the equivalent of a 60 watt incandescent bulb.
- 14) Flag poles shall not generate unreasonable noise levels which would disturb the surrounding residents. In order to minimize noise all flag poles shall utilize vinyl or plastic snap hooks, shall utilize snap hook covers and may secure a rope around the flag pole with a flag pole clasp, or do whatever else is necessary to comply.
- 15) An owner can only place a flag pole or flag on his own property and no other lot, property or common area.
- 16) Flag poles are permitted solely for the purpose of displaying Permitted Flags. If a flag pole is not longer used on a daily basis it shall be removed by the Owner.

IV. Religious Items related to any faith that is motivated by an Owner's sincere religious belief or tradition, may be displayed, as required by 202.018 of the Texas Property Code, subject to the following regulations:

- 1) The religious item cannot threaten public health or safety.
- 2) The religious item cannot violate any law.
- 3) The religious item cannot contain language, graphics or other display that is patently offensive to a passerby.
- 4) The religious item must be located on the entry door or entry door frame and cannot extend past the outer edge of the door frame of the dwelling.
- 5) The maximum space allotted to a religious item or combination of religious items shall be no more than 25 square inches.
- 6) The Association may remove any item that does not conform to these regulations.

V. Rainwater Recovery Barrels or Systems ("Barrels/System") shall be permitted to the extent required by 202.007(d), subject to the following regulations:

- 1) The Owner shall first apply to and receive written approval from the ACC prior to installation of any Barrels/System.
- 2) The Barrels/System must be of a color that is consistent with the color scheme of the owner's home.
- 3) The Barrels/System cannot be located between the front of the owner's home and an adjoining or adjacent street. (the front yard)

- 4) The Barrels/System must not display any language or other content that is not typically included on the item when it is manufactured.
- 5) The Association may regulate the size, type, materials and manner of screening for Barrels/System that are visible from the street, another lot, or common area.
- 6) There must be sufficient area on the owner's property to install the Barrels/System, no Barrels/System shall be located on or extend onto any property other than the owner's lot.
- 7) Other than gutters and downspouts conventionally attached to a dwelling or appurtenant structure, all components of the Barrels/ System, such as tanks, barrels, filters, pumps, motors, pressure tanks, pipes and hoses, must be substantially screened from public view from any street or common are.
- 8) Screening may be accomplished by an approved solid fence, structure or vegetation; by burying the tanks/barrels; or by placing the equipment in an outbuilding approved by the ACC.
- 9) A rain barrel may be placed in a location visible from public view from any street or common area only if the configuration of the guttering system on the structure precludes screening as described above, so long as:
 - a) the barrel does not exceed 55 gallons, and
 - b) the barrel is installed in close proximity to the structure on a level base with the guttering downspout leading directly to the barrel inlet at a substantially vertical angle, and
 - c) the barrel is fully painted in a single color to blend with the adjacent home or vegetation, and
 - d) any hoses attached to the barrel discharge must be neatly coiled and stored behind or beside the rain barrel in the least visible location when not in use.
- 10) Overflow lines from a System must not be directed onto or adversely affect adjacent properties or common areas.
- 11) Inlets, ports, vents and other openings must be sealed or protected with mesh to prevent children, animals and debris from entering the barrels, tanks or other storage devices. Open top storage containers are prohibited, however, where space allows and where appropriate as determined by the Association, ACC approved ponds may be used for water storage.
- 12) Harvested water must be used and is not allowed to become stagnant or a threat to health.
- 13) All systems shall be maintained in good repair. Unused systems should be drained and disconnected from the gutters. Any unused Systems in public view must be removed from public view of any street or common area.

The Association, through its Board of Directors, shall have and may exercise discretionary authority concerning the restrictive covenants contained herein.

SUNRISE TOWNHOMES HOMEOWNERS ASSOCIATION, INC.
CERTIFICATION

"I, the undersigned, being the President of the Sunrise Townhomes Homeowners Association, Inc., hereby certify that the foregoing Resolution was adopted by at least a majority of the Association Board of Directors."

By: William Cloyd

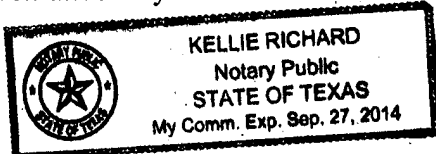
Print name: William Cloyd

ACKNOWLEDGEMENT

STATE OF TEXAS §
 §
COUNTY OF HARRIS §

BEFORE ME, the undersigned authority, on this day personally appeared William Cloyd, PRESIDENT of the Sunrise Townhomes Homeowners Association, Inc., and known by me to be the person whose name is subscribed to the foregoing document and, being by me first duly sworn, declared that he is the person who signed the foregoing document in his representative capacity and that the statements contained therein are true and correct. *on*

Given under my hand and seal of office this the 19th day of JANUARY, 2012.



Kellie Richard
Notary Public, State of Texas

After Recording Return to:
HOLT & YOUNG, P.C.
11200 Richmond Ave., Ste. 450
Houston, Texas 77082

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JAN 31 2012

Stan Stewart
County Clerk, Harris County, Texas

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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 herein by me and was duly RECORDED, in the Official Public Records of Real Property of Harris County, Texas.

JAN 31 2012



Stan Stewart
COUNTY CLERK
HARRIS COUNTY, TEXAS

13
BY-LAWS
B

BY-LAWS OF

SUNRISE TOWNHOMES HOMEOWNERS

for
note

ASSOCIATION, INC.

La Porte, TX

(A Texas Non-Profit Association)

March 21, 2012

FILED FOR RECORD
8:00 AM

MAR 28 2012

Stan Stewart
County Clerk, Harris County, Texas

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RELATED DOCUMENTS

Declaration of Covenants, Conditions and Restrictions (Declaration) (approved June 24, 1986 & amended July 30, 1986) – All property with the Sunrise Townhomes Homeowners Association (Association) held, owned or conveyed, are subject to certain easements, restrictions, covenants and conditions.

Articles of Incorporation (approved July 7, 1986) – Enables the Association to exercise all of the powers and privileges and perform all of the duties and obligations of the Corporation as set forth in the Declaration.

ARTICLE I - PROPERTY LOCATION

1.1 LOCATION. The words "the Property" as used in these By-Laws shall be deemed to mean the following described real property situated in the City of La Porte, Harris County, Texas, described in Exhibit "A" with the Declaration of Covenants, Conditions and Restrictions (Declaration).

ARTICLE II - NAME AND PRINCIPAL OFFICE

2.1 NAME AND ADDRESS. The name of this Association shall be SUNRISE TOWNHOMES HOMEOWNERS ASSOCIATION, INC. (hereinafter called "Association"). Its principal office shall be located in the City of La Porte, County of Harris, and State of Texas.

ARTICLE III - PURPOSES AND ANNEXIATION

3.1 PURPOSES (summarized from the Articles of Incorporation – Article IV) - The purposes for which this Association is formed are the civic and betterment of the residents and property Owners of SUNRISE TOWNHOMES Planned Unit Development, which purposes are more specifically described as follows:

- a. 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 of Covenants, Conditions and Restrictions (the "Restrictions") for SUNRISE TOWNHOMES, a Planned Unit Development;
- b. To affix, levy, collect and enforce payment by any lawful means, all charges or assessments pursuant to the terms of the Restrictions referred to hereinabove; to pay all expenses in connection therewith and all office and other expenses incident to the conduct of the business of this Association, including all licenses, taxes or governmental charges levied or imposed against the property of this Association;
- c. To acquire by gift or purchase or to 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 this Association subject to the limitations of the Restrictions;
- d. To borrow money, to mortgage, pledge or hypothecate (to pledge (property) as security or collateral for a debt without transfer of title or possession) any or all of its real or personal property as security for money borrowed or debts incurred, subject to the limitations of the Restrictions;

- e. To maintain streets, street lights, sidewalks and traffic controls;
- f. To provide general sanitation and cleanliness of Common Areas;
- g. To provide control of insects, rodents and animals;
- h. To provide maintenance of drainage facilities;
- i. To provide maintenance and upkeep of Common Areas and facilities and of Townhouse exteriors, as provided in the Restrictions; and
- j. To provide any activity necessary for the mutual benefit of resident Owners, and to have and to exercise any and all powers, rights and privileges which a Association organized under the Non-Profit Association laws of the State of Texas, by law may now or hereafter exercise.

3.2 ANNEXATION. The Association may annex additional residential property and Common Area, as provided in the Declaration of Covenants, Conditions and Restrictions applicable to the Property.

ARTICLE IV - REGISTERED OFFICE AND AGENT

4.1 OFFICE AND AGENT. The Association shall have and continuously maintain in the State of Texas a registered office and a registered agent, whose office is identical with such registered office, as required by the Texas Non-Profit Association Act. The registered office may be, but need not be; identical with the principal office in the State of Texas, and the address of the registered office may be changed from time to time by the Board of Directors.

ARTICLE V – ASSOCIATION MEMBERSHIP AND VOTING RIGHTS

5.1 MEMBERSHIP. The membership of the Association shall consist of all of the Owners of the Units within the Project. Membership shall be appurtenant to and may not be separated from any ownership of any Lot which is subject to assessment by the Corporation. Ownership of such Lot shall be the sole qualification for membership.

5.1a PROOF OF MEMBERSHIP. The rights of membership shall not be exercised by any person until satisfactory proof has been furnished to the Secretary of the Association that the person is qualified as a Member. Such proof may consist of a copy of a duly executed and acknowledged deed or title insurance policy evidencing ownership of a Unit in the Project. Such deed or policy shall be deemed conclusive in the absence of a conflicting claim based on a later deed or policy.

5.1b NO ADDITIONAL QUALIFICATIONS. No initiation fees, costs, or dues shall be assessed against any person as a condition of membership except such assessments, levies, and charges as are specifically authorized under the Articles of Incorporation or the Declaration.

5.2 VOTING RIGHTS. The Association shall have one (1) class of voting membership. Members shall be all owners, who shall be entitled to one (1) vote for each Lot owned. When more than one (1) person holds such interest in any Lot, all such persons shall be Members. The vote for such Lot shall be exercised as they among themselves determine, but in no event shall, more than one (1) vote be cast with respect to any Lot.

ARTICLE VI - BOARD OF DIRECTORS

6.1 BOARD OFFICERS. The officers for the Board of Directors shall consist of the President, Vice President, Treasurer, Secretary and Member at Large and be elected every three years at the Annual Meeting. Only the office of Secretary and Treasurer may be held by the same person. A majority of Board of Directors shall be able to vote on the removal of another officer with a specified cause. A vacancy in the office of any office shall be temporarily filled by the President until the formal election at the Annual Meeting. In the case where there is a vacancy for the President's Position, the remaining Board of Directors will temporarily appoint a person to fill this position until the formal election at the Annual Meeting. The vice President will temporarily become President if this position becomes vacant until a new person is selected by the Board.

6.1a PRESIDENT. The President shall be in general charge of the affairs of the Association in the ordinary course of its business. He shall preside at all meetings of the Association and with the other four (4) Association Officers (Vice President, Secretary, Treasurer and Member at Large). He may make, sign and execute all deeds, conveyances, assignments, bonds, contracts and shall co-sign (when necessary with the Treasurer) all checks and promissory notes. The President shall perform such other duties as may be become necessary with this office.

6.1b VICE PRESIDENT. The Vice President shall have the usual powers and duties pertaining to this office including the power to act as President in his or her absence and such other powers and duties as may be assigned by the President. Any action taken by the Vice President in the performance of their duties as the President shall be conclusive evidence of the absence or inability for the President to act upon.

6.1c SECRETARY. The Secretary shall perform the following duties:

- (a) Keep a record of all meetings and proceedings of the Association Board and of the Members.
- (b) Keep the logo of the Association, if any, and affix it on all papers requiring the logo.
- (c) Serve notices of meetings of the Association Board and the Members required either by law or by these By-Laws.
- (d) Keep appropriate current records showing the Members of the Association together with their addresses, phone numbers and e-mail addresses.
- (e) Sign as Secretary all deeds, contracts, and other instruments in writing that have been first approved by the President, Vice President or Treasurer if the instruments require a second Association signature.
- (f) Prepare, execute, certify and have recorded all amendments to the Declaration required by statute to be recorded by the Association.
- (g) Perform other duties as specified and approved by the Board of Directors

6.1d TREASURER. The Treasurer shall have custody of all the funds and securities of the Association. When necessary or proper, he or she will co-sign with the President all checks and promissory notes, and endorse, on behalf of the Association, for collection, checks, notes and other obligations and shall deposit the same to the credit of the Association in such bank or banks or depositories as shall be designated in the manner described by the Association President. He or she shall (1.) render a statement of the Association cash account, and (2.) shall enter or cause to be entered regularly on the books of the Association kept by the Treasurer for that purpose (3.) provide a full and accurate account of all monies received and paid out on account of the Association. He or she shall at all reasonable times exhibit their books and accounts to any Board Member or any first Lien holder or its designee during business hours. He or she shall perform all acts incident to the position of Treasurer subject to the control of the President and Vice President and, if required, give a bond for the faithful discharge of his or her duties in such form as the President and Vice President may require.

6.1e MEMBER AT LARGE. The Member at large will assist with any issues brought to the Board of Directors. This person is elected to help communicate to other Board Members information concerning building and property maintenance issues as well as providing suggestions to Board Members. This person will be attending all meetings and have a vote at the Board Meeting the same as the other Board Members. In addition, this person can help in other areas that include:

- (a) Assist with the Quality Control to help ensure contractors are completing work as required.
- (b) Be an observer for the buildings and the common area property to help identify any issues or problems that need to be brought to the attention of the Board and the Association Members. This person helps to insure there are no law violations or other violations by members and guests.

6.2 BOARD AUTHORITY. The Board of Directors has been authorized to exercise the management duties for the Association and has the following authority:

6.2a AUTHORIZED AGENTS. The Board of Directors, except as otherwise provided herein, may authorize any one (1) or more officers or agents to act in the name of and on behalf of the Association, to enter into any contract or execute and deliver any instrument, or do such other things as the Board may from time to time direct and such authority may be general or confined to specific instances. However, unless so authorized by the Board of Directors or expressly authorized by the By-Laws, no officer or agent or employee shall have any power or authority to bind the Association by any contract or engagement or to pledge its credit or to render it liable in any manner.

6.2b LOANS. No loan shall be contracted on behalf of the Association, and no negotiable paper shall be issued in its name unless authorized by the Association Board.

6.2c PAYMENTS. All checks, drafts and other orders for the payment of money out of the funds of the Association, and all notes and other evidences of indebtedness of the Association shall be signed on behalf of the Association and in such manner as shall from time to time be determined by resolution of the Board of Directors.

6.2d CORPORATE FUNDS. All funds of the Association not otherwise employed shall be deposited from time to time to the credit of the Association in such banks or other depositories as the Board may select. For the purpose of such deposits, any officer, agent or employee delegated by the Board, shall have the power to endorse, assign and deliver for deposit checks, drafts and other orders for the payment of money which are payable to the order of the Association.

6.2e FINANCIAL STATEMENTS. The Board, within ninety (90) days of the fiscal year end, shall cause to be prepared, and shall make available to any Owner, annual audited financial statements of the Association:

6.3 MANAGEMENT AGREEMENT. As specified in the Declarations (Article 4.12 – pg. 12), the Association may contract certain business matters for the Association by approving a Management Agreement with a Managing Agent. The Managing Agent will be authorized and shall render services and perform duties of the Association under the general supervision of the Board of Directors as indicated with an Annual Contract.

ARTICLE VII – MEETINGS

7.1 ASSOCIATION MEETINGS. The Association shall have the following meetings:

7.1a ANNUAL AND SEMI ANNUAL MEETINGS. An Annual Meeting of the Members shall be held early in the Calendar Year during January or February with a Semi Annual Meeting being held during the Summer Months. The purposes for the Annual Meeting are for (1) Electing Board of Director Officers and (2) for the transaction of any and all such other business which may be brought before or submitted to the meetings. The purpose of the Semi Annual Meeting is for the transaction of any and all such other business which may be brought before or submitted to the meetings.

7.1b SPECIAL MEETINGS. Special meetings of the Members shall be held within the Project or at a meeting place as close to the Project as possible, as the Board may specify in writing. Special meetings of the Members may be called by the (1) President, (2) by the Vice President, (3) by a majority of the Board of Directors, (4) or by one-fourth (1/4) of all Association Members. Written notice of each special meeting shall state the time and place thereof and indicate briefly the purpose or purposes thereof. Notice may be sent by mail or e-mail or may be delivered by a Board of Director directly to the Association Members and all holders of first liens on the Property at their respective addresses, as shown by the records of the Association. Notice of the Special Meeting shall be sent out at least ten (10) days and not more than fifty (30) days prior to the date set for the holding of the meeting. Unless otherwise indicated in the notice or waiver or waivers of notice thereof, any and all, business may be transacted at any Annual, Semi Annual or Special Meeting of the Members. However, no vote to (i) alienate, hypothecate, transfer or assign the Association's interest in the Common Areas, (ii) change the assessment provisions of Article IV, Paragraph 4.6 of the Declaration, (iii) discontinue professional management of the Property and assume self-management by the Association, or (iv) approve, modify, accept or otherwise affect or reject any plan of condemnation of the Property shall be effective until all Lienholders have been notified of said vote and given a period of thirty (30) days in which to contact the Owners or the Association and suggest alternatives or changes in the Association's plans.

7.1c BOARD MEMBER MEETINGS. There will be a maximum of ten (10) meetings between the Board of Directors with the Managing Agent attending during the calendar year. Meetings will held as needed and preferably will be held monthly except during months when the Annual and Semi Annual Meetings or special Meetings are held with the Association Members.

7.1d MEETINGS FOR ASSESSMENT CHANGES. Notwithstanding any other provisions of these By-Laws, any motion to (i) raise the annual assessments according to the terms of Article IV, Paragraph 4.3 of the Declaration, or (ii) to make a special assessment for capital improvements as provided in Article IV, Paragraph 4.4 of the Declaration, must have the approval of Members entitled to cast two-thirds (2/3) of all the votes of the Members of the Association who are voting in person or by proxy at a Special Meeting duly called for this purpose. At the Special Meeting, for such action to be approved, the presence of sixty percent (60%) of all votes of Members is required to constitute a quorum.

7.2 MEETING LOCATIONS. All meetings of the Members shall be held within the Project or at a meeting place as close to the Project as possible, as the Association Board may specify in writing. The notice shall specify the place, day, and hour of the meeting. In the case of a special meeting, the nature of the business to be undertaken will be discussed

7.3 QUORUM FOR MEETINGS. Except as otherwise provided, a 25% of the Association Members, either in person or by proxy, shall constitute a quorum for all purposes at the Annual, Semi Annual and Special Meetings. If the number of Members necessary to constitute a quorum is not present in person or by proxy, the Members may adjourn such meeting from time to time without notice until the number requisite to constitute a quorum shall be present in person or by proxy. Those Members holding a majority of all the votes of the Members present in person or by proxy, may also adjourn any Annual, Semi Annual or Special Meeting from time to time without notice, other than by announcement at the meeting. A future meeting can be called for the transaction of any and all business previously submitted or proposed to be submitted. At any such future meetings at which a quorum may be present, in person or by proxy, any business may be transacted which might have been transacted at the meeting as originally noticed or called.

7.4 PRESIDING OFFICER. The President of the Association, or in his or her absence, a Vice President of the Association, shall call the Member meetings to order and in addition shall act as Chairperson. In the absence of the President and a Vice President of the Association, the Members present may appoint a Chairperson. The Secretary of the Association shall act as Secretary of all meetings of the Members. In the absence of the Secretary, the presiding officer may appoint any person to act as Secretary of the meeting.

7.5 VOTING. At all meetings of Members, all questions, except those expressly governed by statute, the Articles of Incorporation or the Declaration shall be decided by a simple majority of the votes of the Members present in person or by proxy at a meeting duly called with a quorum present. All voting shall be by voice, except that, upon the determination of the presiding officer of any meeting or upon the demand of any Member or his proxy, voting may be by secret ballot. Each ballot shall be signed by the Member voting or by his proxy. Cumulative voting for Directors is expressly prohibited. All voting shall be by Members in person or by proxy as allowed by statute.

7.6 INFORMAL ACTION. The Association may act, with or without a meeting, on any issue on which a vote of the Members is required by obtaining the written consent of Members having the requisite majority of all outstanding votes of Members of the Association.

- 7.7 **CONTINUING AUDIT.** Throughout the Calendar Year, Board Members will review monthly all Association transactions (expenses, income, payments, etc.) to verify that they concur and approve the monthly financial expenses. During the Annual Meeting, the Board will report to Association Members the status of the monthly reviews and confirm that monthly audits are certified as complete and correct.

ARTICLE VIII - ASSESSMENTS FOR MEMBERS

- 8.1 **ANNUAL AND SPECIAL ASSESSMENTS.** The Association is responsible for collecting Annual and Special Assessments from the Town Home Owners. This consists of an Annual Assessment (with 12 separate payments) Special Assessments (when needed). The assessments shall be used exclusively used for the purpose of promoting the recreation, health, safety and welfare of the residents and in particular for the improvement and maintenance of the property, common areas and services. Details concerning the setting up and collecting assessment fees from the Town Home Owners, is specified in the Declaration of Covenants, Conditions and Restrictions (Article VI)

ARTICLE IX - CORPORATE MATTERS

- 9.1 **FISCAL YEAR.** The fiscal year of the Association shall end at midnight on December 31st, of each calendar year.
- 9.2 **CORPORATE SEAL.** The seal of the Association shall be circular in form and have inscribed thereon the name of the Association.
- 9.3 **NOTICE.** Whenever any notice whatever is required to be given under the provisions of these By-Laws, said notice shall be deemed to be sufficient if given by depositing the same in a post office box in a sealed, post-paid wrapper addressed to the person entitled thereto at his post office address, as it appears on the books of the Association, and such notice shall be deemed to have been given on the day of such mailing. A waiver of notice, whether before or after the time stated therein, shall be deemed equivalent to notice.
- 9.4 **DIRECTOR AND OFFICER RESIGNATIONS.** Any Director may resign at any time. Such resignation shall be made in writing and shall take effect at the time specified therein; or if no time is specified, at the time of its receipt by the President or Secretary. The acceptance of the resignation shall not be necessary to make it effective, unless expressly so provided in the resignation.

ARTICLE X - INDEMNIFICATION

10.1 INDEMNIFICATION OF OFFICERS AND PERSONNEL. Except to the extent that such liability or damage or injury is covered by insurance proceeds, the Board of Directors may authorize the Association to pay expenses incurred by, or to satisfy a judgment or fine rendered or levied against, a present or former Director, officer, committee member or employee of the Association in an action brought by a third party against such person, whether or not the Association is joined as a party defendant, to impose a liability or penalty on such person while a Director, officer, committee member or employee, provided, the Board of Directors determines in good faith that such Director, officer or employee was acting in good faith within what he reasonably believed to be the scope of his employment or authority and for a purpose which he reasonably believed to be in the best interests of the Association or its Members. Payments authorized hereunder include amounts paid and expenses incurred in settling any such action or threatened action. The provisions of this Paragraph shall apply to the estate, executor, administrator, heirs, legatees or devisees or a Director, officer, committee member or employee, and the term "person" where used in the foregoing Paragraph shall include the estate, executor, administrator, heirs, legatees or devisees of such person.

10.2 LIMITATIONS. Notwithstanding the provisions of the preceding Paragraph, no person shall be entitled to indemnification pursuant thereto in relation to any matter in which indemnification is not permitted by law.

ARTICLE XI - AMENDMENTS

11.1 REQUIREMENTS. These By-Laws may be amended by a vote of a majority of a quorum consisting of the Members of the Association at any Annual, Semi Annual or Special Meeting of the Members in person or by proxy. A quorum consists of 52% of the Members.

11.2 CONFLICTS. In case of any conflict between the Articles of Incorporation and the By-Laws, the Articles of Incorporation shall control; in case of any conflict between these By-Laws and the Declaration of Covenants, Conditions and Restrictions, the Declaration shall control.

11.3 DEFINITION. The words "amend" and "amended" shall be broadly interpreted to include alterations, modifications, additions and repeal, in whole or in part. The terms used in these By-Laws, to the extent they are defined in said Declaration shall have the same definition as set forth in the Declaration of Covenants, Conditions and Restriction for SUNRISE TOWNHOMES, as the same may be amended from time to time, and recorded in the office of the County Clerk of Harris County, Texas.

SUNRISE TOWNHOMES HOMEOWNERS ASSOCIATION, INC.
CERTIFICATION

"I, the undersigned, being the PRESIDENT of the Sunrise Townhomes Homeowners Association, Inc., hereby certify that the foregoing By-Laws was adopted by at least a majority of the Association Board of Directors."

By: William R. Cloyd

Print name: William R. Cloyd

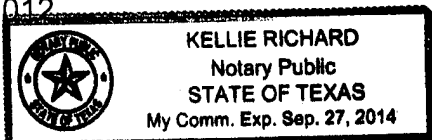
ACKNOWLEDGEMENT

STATE OF TEXAS §

COUNTY OF HARRIS §

BEFORE ME, the undersigned authority, on this day personally appeared WILLIAM R. CLOYD, PRESIDENT of the Sunrise Townhomes Homeowners Association, Inc., and known by me to be the person whose name is subscribed to the foregoing document and, being by me first duly sworn, declared that he is the person who signed the foregoing document in his representative capacity and that the statements contained therein are true and correct.

Given under my hand and seal of office this the 21st day of MARCH, 2012.



Kellie Richard
Notary Public, State of Texas

After Recording Return to:
RICHARD MANAGEMENT
14615 County Cress Drive
Houston, Texas 77047



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.

MAR 28 2012



Stan Stewart
COUNTY CLERK
HARRIS COUNTY, TEXAS

**SUNRISE TOWNHOMES HOMEOWNERS ASSOCIATION, INC.
POLICY REGARDING BALLOTS, VOTING and RECOUNTS**

This document sets forth the general policy of Sunrise Townhomes Homeowners Association, Inc. regarding the use of ballots for voting by Association members, for voting by Association members, and for the recounting of ballots in any contested vote, which policy is adopted pursuant to the Association's By-Laws, the respective Declaration of Covenants, Conditions & Restrictions encumbering all properties governed by Sunrise Townhomes Homeowners Association, Inc., as well as applicable State and Federal laws.

VOTING / QUORUM.

(a) The voting rights of an owner may be cast or given:

- (1) in person or by proxy at a meeting of the property owners' association;
- (2) by absentee ballot, in the event the Board chooses to utilize absentee ballots, in accordance with this document, and such ballots are provided to the membership, per statutory requirements; the use of absentee ballots is not required; rather, such use is permissible, provided the association's managing agent offers such services;
- (3) by electronic ballot in accordance with this document, if electronic voting is available and is utilized by the association and/or the association's managing agent – the use of electronic voting is not required; rather, such use is permissible, provided the association's managing agent offers such services; or
- (4) by any method of representative or delegated voting provided by a dedicatory instrument.

(b) An absentee or electronic ballot:

- (1) may be counted as an owner present and voting for the purpose of establishing a quorum only for items appearing on the ballot;
- (2) may not be counted, even if properly delivered, if the owner attends any meeting to vote in person, so that any vote cast at a meeting by a property owner supersedes any vote submitted by absentee or electronic ballot previously submitted for that proposal; and
- (3) may not be counted on the final vote of a proposal if the motion was amended at the meeting to be different from the exact language on the absentee or electronic ballot.

(c) A solicitation for votes by absentee ballot must include:

- (1) an absentee ballot that contains each proposed action and provides an opportunity to vote for or against each proposed action;
- (2) instructions for delivery of the completed absentee ballot, including the delivery location; and
- (3) the following language: "By casting your vote via absentee ballot you will forgo the opportunity to consider and vote on any action from the floor on these proposals, if a meeting is held. This means that if there are amendments to these proposals your votes will not be counted on the final vote on these measures. If you desire to retain this ability, please attend any meeting in person. You may submit an absentee ballot and later choose to attend any meeting in person, in which case any in-person vote will prevail."

(d) "Electronic ballot" means a ballot:

- (1) given by: (A) e-mail; (B) facsimile; or (C) posting on an Internet website;
- (2) for which the identity of the property owner submitting the ballot can be confirmed; and

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(3) for which the property owner may receive a receipt of the electronic transmission and receipt of the owner's ballot.

(e) If an electronic ballot is posted on an Internet website, a notice of the posting shall be sent to each owner that contains instructions on obtaining access to the posting on the website.

SOLICITATION OF CANDIDATES.

At least 10 days before the date the association disseminates absentee ballots (if utilized) or other ballots to association members for purposes of voting in a board member election, the association will provide notice to the association members soliciting candidates interested in running for a position on the board. The notice will contain instructions for an eligible candidate to notify the association of the candidate's request to be placed on the ballot and the deadline to submit the candidate's request. The deadline may not be earlier than the 10th day after the date the association provides the notice required by this subsection.

The notice must be either: (1) mailed to each owner; or (2) provided by:

(a) posting the notice in a conspicuous manner reasonably designed to provide notice to association members: (i) in a place located on the association's common property or, with the property owner's consent, on other conspicuously located privately owned property within the subdivision; or (ii) on any Internet website maintained by the association or other Internet media; and

(b) sending the notice by e-mail to each owner who has registered an e-mail address with the association.

The Association will include on each absentee ballot (if utilized) or other ballot for a board member election the name of each eligible candidate from whom the association received a request to be placed on the ballot.

TABULATION OF AND ACCESS TO BALLOTS.

A person who is a candidate in an association election or who is otherwise the subject of an association vote, or a person related to that person within the third degree by consanguinity or affinity, may not tabulate or otherwise be given access to the ballots cast in that election or vote except as provided below.

(1) A person other than a person described above may tabulate votes in an election or vote, but may not disclose to any other person how any individual voted.

(2) Only a person who tabulates votes or who performs a recount may be given access to the ballots cast in an Association election or vote, unless a person is obligated to comply with a Court Order for the release of ballots or other voting records.

RECOUNT OF VOTES.

(a) No later than the 15th day after (i) the date of any meeting at which an election has taken place, or (ii) the date of the announcement of the results of the election or vote, any owner may require a recount of the votes. A demand for a recount must be submitted in writing either: (1) by verified mail or by delivery by the United States Postal Service with signature confirmation service to the association's mailing address as reflected on the latest management certificate filed by the Association; or (2) in person to the association's

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managing agent as reflected on the latest management certificate filed by the Association or to the address to which absentee and proxy ballots are mailed.

(b-1) The association must estimate the costs for performance of the recount by a person qualified to tabulate votes under Subsection (c) (below) and must send an invoice for the estimated costs to the requesting owner at the owner's last known address according to association records not later than the 20th day after the date the association receives the owner's demand for the recount.

(b-2) The owner demanding a recount under this section must pay the invoice in full to the association on or before the 30th day after the date the invoice is sent to the owner.

(b-3) If the invoice described by Subsection (b-1) is not paid by the deadline prescribed by Subsection (b-2), the owner's demand for a recount shall be considered withdrawn and a recount shall not be required.

(b-4) If the estimated costs under Subsection (b-1) are lesser or greater than the actual costs, the association must send a final invoice to the owner on or before the 30th business day after the date the results of the recount are provided. If the final invoice includes additional amounts owed by the owner, any additional amounts not paid to the association before the 30th business day after the date the invoice is sent to the owner may be added to the owner's maintenance assessment account as an assessment. If the estimated costs exceed the final invoice amount, the owner is entitled to a refund. The refund shall be paid to the owner at the time the final invoice is sent under this subsection.

(c) Following receipt of payment from the requesting owner, the association will, at the expense of the owner requesting the recount, retain for the purpose of performing the recount, the services of a person qualified to tabulate votes under this subsection. The association shall enter into a contract for the services of a person who: (1) is not a member of the association or related to a member of the association's Board of Directors within the third degree by consanguinity or affinity, as determined under Chapter 573, of the Texas Government Code; and which person (2) is: (A) a current or former: (i) county judge; (ii) county elections administrator; (iii) justice of the peace; or (iv) county voter registrar; or (B) a person agreed upon by the association and each person requesting the recount.

On or before the 30th day after the date of receipt of payment for a recount, the recount must be completed and the association will provide each owner who requested the recount with notice of the results of the recount. If the recount changes the results of the election, the association will reimburse the requesting owner for the cost of the recount, not later than the 30th day after the date the results of the recount are provided.

In accordance with State Laws, any action taken by the board in the period between the initial election vote tally and the completion of the recount is not affected by any recount.

A person who performs a recount may not disclose to any other person how an individual voted.

Only a person who tabulates votes or who performs a recount may be given access to the ballots cast in an Association election or vote, unless a person is obligated to comply with a Court Order for the release of ballots or other voting records.

Signature

SHAYNE ELLISON

VICE PRESIDENT

Signature

LYNETTE K. WARREN

MEMBER AT LARGE

Signature

Print Name

Position

Signature

Print Name

Position

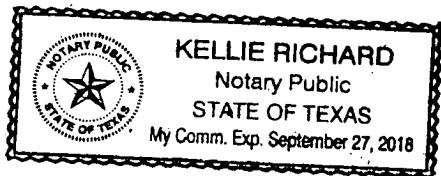
Adopted by Resolution of the Board of Directors this 21st day of June, 2018.

[Signature]
Signature
Position Vice President
Sunrise Townhomes Homeowners Association, Inc.

STATE OF TEXAS §
 §
COUNTY OF HARRIS §

Before me, the undersigned authority, on this day personally appeared SHAYNE ELLISON,
VICE - PRESIDENT (position) of Sunrise Townhomes Homeowners Association, Inc., a Texas non-
profit corporation, known to me to be the person and officer whose name is subscribed to the foregoing
instrument and acknowledged to me that he/she had executed the same as the act of said entity for the purpose
and consideration therein expressed, and in the capacity therein stated. 102
2018

Given under my hand and seal of office this 21st day of June, 2018.



[Signature]
Notary Public, State of Texas
Kellie Richard
Printed Name

At: Sunrise Townhomes HOA Inc ✓
P O Box 841474
Pearland, Tx. 77584

RP-2018-310340

FILED FOR RECORD

8:00:00 AM

Wednesday, July 11, 2018

Stan Stewart

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

Wednesday, July 11, 2018



Stan Stewart
COUNTY CLERK
HARRIS COUNTY, TEXAS

RP-2018-310340

**SUNRISE TOWNHOMES HOMEOWNERS ASSOCIATION, INC.
COLLECTION and PAYMENT PLAN POLICY**

Purpose:

The Board of Directors recognizes the importance of collecting the annual maintenance fees and related charges which promote the health, recreation and welfare of the members and their properties, as well as common areas, amenities, and associated facilities. The purpose of this policy is to ensure that Association dues and related charges are collected in a timely manner. This policy hereby replaces and supersedes all previously adopted Collection and/or Payment Policies adopted by the Board.

Policy:

The Board of Directors will establish association dues each year. An assessment invoice shall be mailed to each Member in October, November or early December stating the amount due. It is the responsibility of each respective member / property owner to notify the Management Company or a Director if an assessment invoice is not received by the Member by December 31st.

Payment deadline of the annual Association dues is expected on or before January 1st of each successive calendar year. A 30-day grace period (until January 31st) is automatically granted to all Members. During this grace period, late fees and interest shall not accrue against an account, unless a delinquency exists from a previous year. As of February 1, an assessment or any portion thereof that is delinquent shall incur interest at the annual rate of ten percent (10.00%). All delinquent accounts may be assessed a late charge of a reasonable amount for each and every month that any portion of the balance remains unpaid. If a late charge penalty is adopted by the Board of Directors, such late charges shall be charged to delinquent accounts on the same day of each successive calendar month, which day shall be determined by the Board.

The Management Company may send one or more letters (following the grace period) notifying the member / property owner of the delinquency, in accordance with Board instructions. The final letter shall be sent via certified mail, return receipt requested, and a copy sent by regular mail. Such final letter shall include the language required by Chapter 209 of the Texas Property Code, whereby the owner shall be notified of the owner's right to appear before the Board of Directors, and shall be notified of the fact that additional fees and costs will likely be added to an account which is eventually referred to an attorney for collection. By March of a respective year, the member / property owner shall have been sent at least one delinquency notice. The owner shall be responsible for all postage costs associated with the delinquent notice(s) that are sent.

The Association shall permit delinquent homeowners to pay all amounts, delinquent or otherwise, owing to the Association by way of a monthly payment plan. A reasonable fee shall be assessed to the owner's account for preparation of the payment plan, along with a monthly administrative fee of a reasonable amount, for each payment received and processed. For the duration of the payment plan, interest will continue to accrue against the delinquent assessments appearing on the account, however, late fees and/or collection costs will be waived during the duration of the payment plan. The minimum term of a payment plan shall be three (3) months, and the maximum term shall be determined by the Board of Directors on a case-by-case basis. Should a homeowner fail to honor the terms of a payment plan, the Association is not required to offer such homeowner any additional payment plan, for a period of two (2) years, from and after the date of such owner's default under the original plan. The Association is also not required to allow any owner to enter into a payment plan more than once in any 12-month period.

Members / property owners who have not paid their annual assessments in a timely manner shall be referred to the Association's attorney for appropriate collection efforts. The owner shall be responsible for all legal fees associated with delinquent assessments, as well as any other outstanding balance. In the event that dues and related charges remain delinquent after the attorney's demand letter, the attorney shall be authorized to bring such legal action as is appropriate in a Court of competent jurisdiction, seeking judgment against the

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property owners, as well as such other relief at law and/or in equity as is deemed necessary and appropriate. Formal legal action shall be brought against those owners and/or properties sustaining a delinquent balance and/or which accounts reflect assessments and related charges which are overdue, after a vote of the Board of Directors to proceed with such legal action, which vote shall be conducted at a regular or special meeting of the Board, after proper notice to owners in accordance with the Texas Property Code, and the results of such vote shall be reflected in the minutes of the meeting.


Priority of Payments

Payments shall be applied in the following order:

1. Any delinquent assessment;
2. Any current assessment;
3. Any attorney's fees or 3rd party collection costs incurred by the Association related to efforts to collect assessments or any other charge that could provide basis for foreclosure;
4. Any attorney's fees not subject to (3);
5. Any fines assessed by the Association; and
6. Any other amount owed to the Association.

Exception, if an Owner is in default on a payment plan, the Association is not required to apply any payment in the above specified order of priority.

Adopted by Resolution of the Board of Directors on this 21st day of June, 2018.



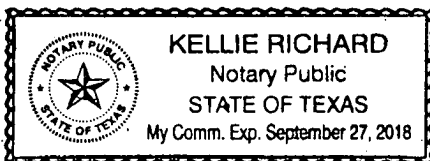
Signature
Position VICE PRESIDENT
Sunrise Townhomes Homeowners Association, Inc.


STATE OF TEXAS §
 §
COUNTY OF HARRIS §

Before me, the undersigned authority, on this day personally appeared STAYNE ELLISON,
VICE-PRESIDENT (position) of Sunrise Townhomes Homeowners Association, Inc., a Texas non-profit corporation, known to me to be the person and officer whose name is subscribed to the foregoing instrument and acknowledged to me that he/she had executed the same as the act of said entity for the purpose and consideration therein expressed, and in the capacity therein stated.

10/2/18

Given under my hand and seal of office this 21st day of June, 2018.





Notary Public, State of Texas
Kellie Richard
Printed Name

mt:

FILED FOR RECORD

8:00:00 AM

Wednesday, July 11, 2018

Stan Stuart

COUNTY CLERK, HARRIS COUNTY, TEXAS

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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

Wednesday, July 11, 2018



Stan Stuart
COUNTY CLERK
HARRIS COUNTY, TEXAS

RP-2018-310341

**RESOLUTION REGARDING
ADOPTION OF STATUTORY POLICIES
SUNRISE TOWNHOMES HOMEOWNERS ASSOCIATION, INC.
A TEXAS NON-PROFIT CORPORATION**

WHEREAS, the By-Laws governing Sunrise Townhomes Homeowners Association, Inc. ("the Association"), as well as the pertinent provisions of the Texas Property Code, and the Texas Business Organizations Code, authorize the Association, acting through its Board of Directors, to exercise all powers reasonable and necessary for the governance and operation of the Association;

WHEREAS, the Texas State Legislature has enacted certain statutes applicable to community associations throughout the State of Texas, including a requirement that certain policies and procedures be adopted by each such organization, and that such policies be recorded in the office of the County Clerk as a dedicatory instrument, in accordance with Section 202.006 of the Texas Property Code; and,

WHEREAS, the Board of Directors desire to adopt those policies and procedures as specified below, and which shall be attached hereto and recorded in the office of the County Clerk, in accordance with the recent legislation, which shall in all respects encumber the properties within Sunrise Townhomes.

NOW, THEREFORE, BE IT RESOLVED that the following policies are hereby adopted in accordance with the requirements of Chapter 209 of the Texas Property Code:

- ☒ Collection and Payment Plan Policy
- ☒ Policy Regarding Ballots, Voting and Recounts

This Resolution Regarding Adoption of Policies is hereby adopted on behalf of the Association, and in accordance with the mandate of Chapter 209 of the Texas Property Code.

Adopted on this 21st day of June, 2018.

SUNRISE TOWNHOMES HOMEOWNERS ASSOCIATION, INC.

Connie F. Ramirez
Signature
Connie F. Ramirez
Print Name
Treasurer
Position

Athena Bayman
Signature
Athena Bayman
Print Name
Secretary
Position

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RP-2018-310342

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STATE OF TEXAS

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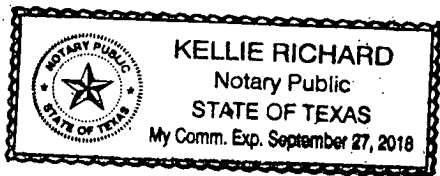
COUNTY OF HARRIS

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Before me, the undersigned authority, on this day personally appeared ATHERA BAYMAN,
SECRETARY (position) of Sunrise Townhomes Homeowners Association, Inc., a Texas non-profit corporation, known to me to be the person and officer whose name is subscribed to the foregoing instrument and acknowledged to me that he/she had executed the same as the act of said entity for the purpose and consideration therein expressed, and in the capacity therein stated.

Given under my hand and seal of office this 21st day of JUNE, 2018.



Kellie Richard
Notary Public, State of Texas

Kellie Richard
Printed Name

Ret: Sunrise Townhomes HOA Inc. ✓✓

PO Box 841474

Peaseland, Tx 77584

RP-2018-310342

FILED FOR RECORD

8:00:00 AM

Wednesday, July 11, 2018

Stan Stanton

COUNTY CLERK, HARRIS COUNTY, TEXAS

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COUNTY OF HARRIS

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Wednesday, July 11, 2018



Stan Stanton
COUNTY CLERK
HARRIS COUNTY, TEXAS

RP-2018-310342