

OF

COVENANTS, CONDITIONS AND RESTRICTIONS

145-84-1234

STATE OF TEXAS

COUNTY OF HARRIS

This Declaration, made on the date hereinafter set forth by Eden Corporation, a Texas Corporation, hereinafter referred to as "Declarant".

W I T N E S S E T H :

WHEREAS, Declarant is the owner of that certain property in Oak Cliff Place, Section I, a subdivision in Harris County, Texas, described as follows:

All the lots in Oak Cliff Place, Section I, Subdivision, Harris County, Texas, according to the Map or Plat thereof recorded in Volume 291, Page 59, in the Map Records of Harris County, Texas:

Lots One (1) through Fifty-Two (52), Block One (1);
Lots One (1) through Twenty-Six (26), Block Two (2);
Lots One (1) through Eighteen (18), Block Three (3);
Lots One (1) through Ninety-Four (94), Block Four (4);
Lots One (1) through Thirty-Four (34), Block Five (5);
Lots One (1) through Thirteen (13), Block Six (6);
Lots One (1) through Sixteen (16), Block Seven (7);
Lots One (1) through Fifteen (15), Block Eight (8).

WHEREAS, it is the desire of Declarant to place certain restrictions, covenants, conditions, stipulations and reservations upon and against such property in order to establish a uniform plan for the development, improvement and sale of such property, and to insure the preservation of such uniform plan for the benefit of both the present and future owners of lots in said subdivision:

NOW, THEREFORE, Declarant hereby adopts, establishes and imposes upon those above described lots in Oak Cliff Place, Section I, and declares the following reservations, easements, restrictions, covenants and conditions, applicable thereto, all of which are for the purposes of enhancing and protecting the value, desirability and attractiveness of the land, which reservations shall run with the land and shall be binding upon all parties having or acquiring any right, title or interest therein, or any part thereof, and shall inure to the benefit of each owner thereof.

ARTICLE I

DEFINITIONS

Section 1. "Association" shall mean and refer to OAK CLIFF PLACE HOMEOWNERS' ASSOCIATION, a non-profit corporation, its successors and assigns.

Section 2. "Owner" shall mean and refer to the record owner, whether one or more persons or entities, of a 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 3. "Properties" shall mean and refer to those certain lots in Oak Cliff Place, Section I, described above, subject to the Reservations set forth herein and/or in the Sub-division plats, and any additional properties made subject to the terms hereof pursuant to the provisions set forth herein.

Section 4. "Lot" shall mean and refer to any lot of land as described above.

ARTICLE IIRESERVATIONS, EXCEPTIONS AND DEDICATIONSSection 1. Recorded Subdivision Maps of the Properties.

The recorded subdivision maps of the Properties dedicate for use as such, subject to the limitations as set forth therein, the streets and easements shown thereof, and such recorded subdivision maps of the Properties further establish certain restrictions applicable to the Properties including without limitation certain minimum setback lines. All dedications, limitations, restrictions and reservations shown on the recorded plats or replats of the subdivision of the Properties are incorporated herein and made a part hereof as if fully set forth herein, and shall be construed as being adopted in each contract, deed or conveyance executed or to be executed by or on behalf of Declarant, conveying said property or any part thereof, whether specifically referred to therein or not.

public use the easements and rights-of-way as shown on the recorded subdivision maps of the Properties for the purposes of constructing, maintaining and repairing a system or systems of electric lighting, electric power, telegraph, telephone line or lines, gas, sewers, cable television or any other utility Declarant sees fit to install in, across and/or under the Properties. Declarant reserves the right to make changes in and additions to the above easements for the purpose of most efficiently and economically installing the improvements but such changes and additions must be approved by the Federal Housing Administration and Veterans Administration. Neither Declarant nor any utility company using the easements herein referred to shall be liable for any damages done by them or their assigns, their agents, employees, or servants, to fences, shrubbery, trees or flowers or any other property of the Owner on the land covered by said easements.

Section 3. Title subject to Easements. It is expressly agreed and understood that the title conveyed by Declarant to any of the Properties by contract, deed or other conveyance shall be subject to any easement affecting same for roadways or drainage, water, gas, storm sewer, electric light, electric power, telephone or telegraph purposes. The owners of the respective lots shall not be deemed to separately own pipes, wires, conduits or other service lines running through their property which are utilized for or service other lots, but each Owner shall have an easement in and to the aforesaid facilities as shall be necessary for the use, maintenance and enjoyment of his lot.

ARTICLE III

Use Restrictions

Section 1. Single family residential construction.

No building shall be erected, altered, or permitted to remain on any Lot other than one detached single family dwelling used for residential purposes only, and not to exceed two (2) stories in height. Each such dwelling as previously described in Section I shall have an attached or detached garage or carport for no less than two (2) cars. Nor shall any dwelling exclusive of open porches, carports or garages,

or patios be permitted on any Lot in this subdivision at 145-84-1237
cost of less than \$20,000.00, based upon cost levels prevailing on the date these covenants are recorded. As used herein, the term "residential purposes" shall be construed to prohibit mobile homes or trailers being placed on the Lots, or the use of said Lots for garage apartments, or apartment houses; and no Lot shall be used for business or professional purposes of any kind, nor for any commercial or manufacturing purposes. No building of any kind, with the exception of lawn storage or children's playhouses, shall ever be moved onto any Lot within said subdivision. A minimum of 50% of the first floor wall area to the top of the first floor window height and exclusive of openings shall be of masonry, masonry veneer, or stucco construction unless otherwise approved in writing by the Architectural Control Committee.

Section 2. Minimum Square Footage Within Improvements.

Those lots described above as shown on the plat of Oak Cliff Place, Section I, are restricted to a dwelling with a minimum of One Thousand Five Hundred (1,500) square feet of livable area, exclusive of open porches and garages or carports.

Section 3. Sidewalks. A concrete sidewalk four (4) feet wide shall be constructed parallel to the curb two (2) feet away from the property line along the entire street side of all corner lots, and the plans for each residential building on each of said lots shall include plans and specifications for such sidewalks and same shall be constructed and completed before the main residence is occupied.

Section 4. Location of the Improvements Upon the Lot.

No building shall be located on any Lot nearer to the front line or nearer to the street side line than the minimum building setback line shown on the recorded plats or replats; however, in no instance shall a building be located nearer to the front property line than twenty (20) feet unless approved in writing by the Architectural Control Committee. The main residential structure shall be located no less than ten (10) feet from the rear property line. Subject to the provisions of Section 5 below, no part of the house building,

carport or garage shall be located nearer than five (5) feet to an interior side Lot line or ten (10) feet to any exterior Lot line on a corner lot. For the purposes of this covenant, eaves, steps and unroofed terraces shall not be considered as part of a building provided, however, that this shall not be construed to permit any portion of the construction on a Lot to encroach upon another Lot. Unless otherwise approved in writing by the Architectural Control Committee, each main residence building shall face the front building line.

Section 5. Composite building site. Subject to the approval of the Architectural Control Committee, any owner of one or more adjoining Lots or portions thereof may consolidate or redivide such Lots or portions into one or more building sites with the privilege of placing or constructing improvements on such resulting sites, in which case the front footage at the building setback lines shall be measured from the resulting side property lines rather than from the Lot lines as indicated on the recorded plats. Any such resulting building site must have a frontage at the building setback line of not less than fifty-five (55) feet.

Section 6. Prohibition of offensive activities. No activity, whether for profit or not, shall be carried on any Lot which is not related to single family residential purposes. No noxious or offensive activity of any sort shall be permitted nor shall anything be done on any Lot which may be or become an annoyance or a nuisance to the neighborhood. This restriction is waived in regard to the normal sales activities required to sell homes in the subdivision and the lighting effects utilized to display the model homes.

Section 7. Use of temporary structures. No structure of a temporary character, whether trailer, basement, tent, shack, garage, barn or other outbuilding shall be maintained or used on any Lot at any time as a residence, or for any other purpose, with the exception of lawn storage or children's playhouses; provided, however, that Declarant reserves the exclusive right to erect, place and maintain such facilities

in or upon any portions of the Properties as in its sole discretion may be necessary or convenient while selling Lots, selling or constructing residences and constructing other improvements upon the Properties. Such facilities may include, but not necessarily be limited to sales and construction offices, storage areas, model units, signs, and portable toilet facilities.

Section 8. Storage of Automobiles, Boats, Trailers and Other Vehicles. No motor vehicle may be parked or stored on any part of any Lot, easement, right-of-way or common area unless such vehicle is completely concealed from public view inside a garage or other approved enclosure, except passenger automobiles, passenger vans, motorcycles, or pick-up trucks that are in operating condition, having current license plates and inspection stickers, are in daily use as motor vehicles on the streets and highways of the State of Texas.

No non-motorized vehicle, trailer, boat, marine craft, hovercraft, aircraft, machinery or equipment of any kind may be parked or stored on any part of any Lot, easement, right-of-way, or common area or in the street adjacent to such Lot, easement, right-of-way, or common area unless such object is concealed from public view inside a garage or other approved enclosure. If a complaint is received about a violation of any part of this Section, the Architectural Control Committee will be the final authority on the matter.

This restriction shall not apply to any vehicle, machinery, or equipment temporarily parked and in use for the construction, repair or maintenance of a house or houses in the immediate vicinity.

Section 9. Mineral Operations. No oil drilling, oil development operations, oil refining, quarrying or mining operation of any kind shall be permitted upon or in any Lot, nor shall any wells, tanks, tunnels, mineral excavation, or shafts be permitted upon or in any Lot. No derrick or other structures designed for the use in boring for oil or natural gas shall be erected, maintained or permitted upon any Lot.

poultry of any kind shall be raised, bred or kept on any Lot except that dogs, cats or other common household pets may be kept provided that they are not kept, bred or maintained for commercial purposes. (No more than two of each of type of pet will be permitted on each Lot. If common household pets are kept, they must be restrained or confined on the homeowner's back lot inside a fenced area or within the designated property lines of the Lot or within the house. When away from the Lot, pet must be on a leash at all times. It is the pet owner's responsibility to keep the lot clean and free of pet debris.

Section 11. Walls, Fences and Hedges. No hedge in excess of three (3) feet in height, walls or fence shall be erected or maintained nearer to the front Lot line than the walls of the dwelling existing on such Lot. No side or rear fence, wall, or hedge shall be more than eight (8) feet high. All fences must be of a wooden material and plans for fence installation must be submitted to and approved in writing by the Architectural Control Committee before installation.

Section 12. Visual Obstruction at the Intersections of Public Streets. No object or thing which obstructs sight lines at elevations between two (2) feet and eight (8) feet above the roadways within the triangular area formed by the intersecting street property lines and a line connecting them at points ten (10) feet from the intersection of the street property lines or extension thereof shall be placed, planted or permitted to remain on any corner lots.

Section 13. Lot Maintenance. The Owners or occupants of all Lots shall at all times keep all weeds and grass thereof cut in a sanitary, healthful and attractive manner, edge the street curbs that run along the property lines, and shall in no event use any Lot for storage of materials and equipment except for normal residential requirements or incident to construction of improvements thereon as herein permitted. The drying of clothes in full public view is prohibited and the owners or occupants of any Lots at the intersection of streets of adjacent to parks, playgrounds or other facilities where the rear yard or portion

of the lot is visible to full public view shall construct and maintain a drying yard or other suitable enclosure to screen the following from public view: the drying of clothes, yard equipment, or storage piles, which are incident to the normal residential requirements of a typical family. No lot shall be used or maintained as a dumping ground for trash. Trash, garbage or other waste materials shall not be kept except in sanitary containers constructed of metal, plastic or masonry materials with sanitary covers or lids. Containers for the storage of trash, garbage and other waste materials must be stored out of public view. Equipment for the storage or disposal of such waste materials used in the construction of improvements erected upon any Lot may be placed upon such Lot at the time construction is commenced and may be maintained thereon for a reasonable time, so long as the construction progresses without undue delay, until the completion of the improvements, after which these materials shall either be removed from the Lot or stored in a suitable enclosure on the Lot.

Section 14. Signs, Advertisements, Billboards. Except for signs owned by Declarant or other builders advertising their model homes during the period of original construction and home sales, no sign, advertisement or billboard or advertising structure of any kind other than a normal "For Sale" sign not to exceed five (5) square feet in total size may be erected or maintained on any Lot in said Subdivision. Declarant, or its assigns, will have the right to remove any sign, advertisement, or billboard or structure that does not comply with the above, and in so doing shall not be subject to any liability of trespass or other sort in the connection therewith or arising with such removal.

Section 15. Maximum Height of Antenna. No radio or television aerial wires or antenna shall be maintained on any portion of any Lot forward of the front building line of said Lot, nor shall any antennae of any style be permitted to extend above the roof of the main residential structure on said Lot. No antenna or wires shall be visible from the street which runs in front of said Lot.

ARCHITECTURAL CONTROL COMMITTEE

Section 1. Approval of Building Plans. No building shall be erected, placed or altered on any Lot until the construction plans and specifications and a plot plan showing the location of the structure, have been approved in writing as to harmony of exterior design and color with existing structures, as to location with respect to topography and finished ground elevation, and as to compliance with minimum construction standards by the Architectural Control Committee of OAK CLIFF PLACE Subdivision. A copy of the construction plans and specifications and a plot plan, together with such information as may be deemed pertinent, shall be submitted to the Architectural Control Committee, or its designated representative prior to commencement of construction. The Architectural Control Committee may require the submission of such plans, specifications, and plot plans, together with such other documents as it deems appropriate, in such form and detail as it may elect at its entire discretion. In the event the Architectural Control Committee fails to approve or disapprove such plans and specifications within thirty (30) days after the receipt of the required documents, approval will not be required and the requirements of this Section will be deemed to have been fully complied with. The Architectural Control Committee shall have full and complete authority to approve construction of any improvement on any Lot, and its judgment shall be final and conclusive.

Section 2. Committee Membership. The Architectural Control Committee members shall be three (3) in number, and shall be composed of Douglas Eibsen, Robert McKee and Christine Keller, who by majority vote may designate a representative to act for them. At any time, the then record owners of a majority of the Lots shall have the power through a duly recorded instrument to change the membership of the committee or to withdraw from the committee or restore to it any of its powers and duties.

Section 3. Replacement. In the event of death or of resignation of any member or members of said committee, the remaining member or members shall appoint a successor member or members, and until such successor member or members shall have been so appointed, the remaining member or members shall have full authority to approve or disapprove plans, specifi-

cations, and plot plans submitted or designate a representative with like authority.

Section 4. Minimum construction standards. The Architectural Control Committee may from time to time promulgate an outline of minimum acceptable construction standards; provided, however, that such outline will serve as a minimum guideline and such Architectural Control Committee shall not be bound thereby.

Section 5. Term. The duties and powers of the Architectural Control Committee and of the designated representative shall cease on or after ten (10) years from the date of this instrument. Thereafter, the approval described in this covenant shall not be required, and all power vested in said Committee by this covenant shall cease and terminate; provided, that any time after January 1, 1989, by two-thirds (2/3) vote of the members present and voting, the Oak Cliff Place Homeowners' Association may assume the duties and powers of the Architectural Control Committee.

ARTICLE V

HOMEOWNERS' ASSOCIATION

Section 1. Membership and voting rights. Every owner of a lot which is subject to assessment shall be a member of the Association. Membership shall be appurtenant to and may not be separated from ownership of any Lot which is subject to assessment. 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 membership.

Section 2. The Association shall have two classes of voting membership:

Class A. Class A members shall be all Owners with the exception of the Declarant and shall be entitled to one vote for each Lot owned. When more than one person holds an 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 vote be cast with respect to any Lot.

Class B. The Class B member(s) shall be the Declarant and shall be entitled to three (3) votes for each Lot owned. 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:

- (a) when the total votes outstanding in the Class A membership equal the total votes outstanding in the Class B membership; or

- (b) January 1, 1989

The Class A and Class B members shall have no rights as such to vote as a class, except as required by the Texas Non-Profit Corporation Act, and both classes shall vote upon all matters as one group.

Section 3. Non-Profit Corporation. OAK CLIFF PLACE HOME-OWNERS' ASSOCIATION, a non-profit corporation, has been organized; and it shall be governed by the Articles of Incorporation of said Association; and all duties, obligations, benefits, liens and rights hereunder in favor of the Association shall vest in said corporation.

Section 4. By-Laws. The Association may make whatever rules or bylaws it may choose to govern the organization, provided, however, that same are not in conflict with the terms and provisions hereof.

Section 5. Inspection of Records. The members of the Association shall have the right to inspect the books and records of the Association at reasonable times during the normal business hours.

ARTICLE VI

MAINTENANCE ASSESSMENTS

Section 1. Creation of the Lien and Personal Obligation of Assessments. The Declarant, for each Lot owned within the Properties, hereby covenants, and each Owner of any Lot by acceptance of a deed therefore, whether or not it shall be so expressed in such deed, is deemed to covenant and agree to pay the Association: (1) annual assessments or charges, and (2) special assessments for capital improvements, such assessments to be established and collected as hereinafter

provided. The annual and special assessments, together with interests, costs, and reasonable attorney's fees, shall be a charge on the land and shall be a continuing lien upon the property against which each such assessment is made. Each such assessment, together with interests, 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 successor in title unless expressly assumed by them.

Section 2. Purpose of assessments. The assessments levied by the Association shall be used exclusively to promote the recreation, health, safety, and welfare of the residents in the Properties and for the improvement and maintenance of any common areas. The responsibilities of the Homeowners' Association shall include, but not be limited to the maintenance and repair of the walkways, steps, entry gates, or fountain areas, if any; constructing and maintaining parkways, rights-of-ways, easements, esplanades and other public areas; construction and operation of all street lights; purchase and/or operating expenses of recreation areas, if any; payment of all legal and other expenses incurred in connection with the enforcement of all recorded charges and assessments, covenants, restrictions, and conditions affecting the Properties to which the maintenance fund applies; payment of all reasonable and necessary expenses in connection with the collection and administration of the maintenance charge and assessment; employing policemen and watchmen, if desired, caring for vacant Lots and doing other things or things necessary or desirable in the opinion of the Association to keep the properties in the subdivision neat and in good order, or which is considered of general benefit to the owners or occupants of the Properties. It is understood that the judgement of the Association in the expenditure of said funds shall be final and

conclusive so long as such judgment is exercised in good faith.

Section 3. Rate of Assessment. The maintenance charge and/or assessment will be paid by the Owner of such Lot as set forth under Witnesseth on Page 1, within OAK CLIFF PLACE subdivision, in monthly installments, commencing on the first day of the month following conveyance of the property to a homeowner. However, the amount of such maintenance charge and/or assessment shall, anything to the contrary notwithstanding, be chargeable and payable by the owner or owners of any Lot at one-half (1/2) the rate assessed to Homeowners until completion and occupancy of a permanent structure thereon by a Homeowner.

Upon completion and occupancy, the assessment for the first year of ownership or any fraction thereof shall be the number of months the lot has been occupied by a homeowner times the monthly assessment rate payable on January 1 for the preceding first year or fraction of the first year. After the first year, the maintenance charge will be collected annually in the amount of the annual assessment; payable on January 1 of the specific year for the preceding year. The rate at which each Lot will be assessed will be determined annually, and may be adjusted from year to year by the Board of Directors as the needs of the subdivision may, in the judgment of the Board of Directors, require; provided that such assessment will be uniform and in no event will such assessment or charge exceed \$10.00 per Lot per month, or \$240.00 per Lot per year, unless increased as provided in Section 4. The Association can collect special assessments as well as annual charges above described whenever the members so vote.

Section 4. Maximum Annual Assessment. Until January 1, 1981, the maximum annual assessment shall be \$240.00. From and after January 1, 1981, the maximum annual assessment may be increased each year not more than ten percent (10%) above the maximum assessment for the previous year with a two-

thirds (2/3) of each class of : nbe: Slip 45-84-1247
voting in person or by proxy, at a meeting duly called
for this purpose. The Board of Directors may fix the
annual assessment at an amount not in excess of the maxi-
mum, and shall fix the amount of the annual assessment
against each Lot at least thirty (30) days in advance of
the annual assessment period, which shall begin on the
first day of January of each year. Written notice of the
annual assessment shall be sent to every Owner subject
thereto. The due dates shall be established by the Board
of Directors.

Section 5. Effect of nonpayment of Assessments. Any
assessment not paid within thirty (30) days after the due
date shall bear interest from the due date at the rate of
six (6) percent per annum. The Association may bring an
action at law against the Owner personally obligated to
pay the same, or foreclose the lien against the property.
No owner may waive or otherwise escape liability for the
assessments provided herein by non-use of the Maintenance
Area or abandonment of his Lot.

Section 6. Subordination of the Lien to Mortgages.
To secure the payment of the maintenance fund established
hereby and to be levied on individual residential Lots,
there is hereby reserved in each Deed (whether specifically
stated therein or not) by which the Declarant shall convey
such lots, a Vendor's Lien for benefit of the Association,
said lien to be enforceable through appropriate proceedings
at law by such beneficiary; provided, however, that each
such lien shall be secondary, subordinate and inferior to
all liens, present and future given, granted and created by
or at the instance and request of the Owner of any such Lot
to secure the payment of monies advanced or to be advanced on
account of the purchase price and/or the construction of
improvements on any such lot to the extent of any such main-
tenance fund charge accrued and unpaid prior to foreclosure
of any such purchase money lien, or construction lien; and

further provided that as a condition precedent to any proceeding to enforce such lien upon any Lot upon which there is an outstanding valid and subsisting first mortgage lien, for the aforesaid purpose or purposes, the Association shall give the holder of such first mortgage lien sixty (60) days written notice of such proposed action, which notice shall be sent to the nearest office of such first mortgage holder by prepaid U. S. registered mail, and shall contain a statement of the delinquent maintenance charges upon which the proposed action is based. Upon the request of any such first mortgage lienholder, the Association shall acknowledge in writing its obligation to give the foregoing notice with respect to the holder thereof. No sale or transfer of any Lot pursuant to mortgage foreclosure or any proceedings in lieu thereof, shall extinguish the lien of such assessment as to payments which became due prior to such sale or transfer.

Section 7. Future Areas. The Association shall use the proceeds of the maintenance fund for the use and benefit of all residents of Oak Cliff Place, Section I, subdivision, as well as all subsequent sections of Oak Cliff Place subdivision and any other properties annexed into the Association, provided, however, that each future section to be entitled to the benefit of this maintenance fund must be impressed with and subjected to the annual maintenance charge and assessment on a uniform, per Lot basis, equivalent to the maintenance charge and assessment imposed hereby, and further made subject to the jurisdiction of the Association. Upon submission and approval to the Federal Housing Administration and/or Veterans Administration, and approval of each stage of development, such future properties of the same name or of a different name, may be annexed into the Association by the Declarant. The Declarant may also dedicate additional common areas upon submission and approval to the Federal Housing Administration and/or the Veterans Administration.

ARTICLE VII

GENERAL PROVISIONS

Section 1. Term. These covenants shall run with the land and shall be binding upon all parties and all persons claiming under them for a period of forty (40) years from the date these covenants are recorded, after which time said covenants shall be automatically extended for successive periods of ten (10) years each, unless an instrument signed by a majority of the then owners of the Lots has been recorded agreeing to change or terminate said covenants in whole or in part. The terms and provisions of these Restrictions may be amended at any time when an instrument setting forth said changes and signed by those persons holding a majority of votes in the Association is placed on record in the real property records of Harris County, Texas. Upon any violation or attempt to violate any of the covenants herein, it shall be lawful for the Association or any other lot owner to prosecute any proceedings at law or in equity against the person or persons violating or attempting to violate any such covenant and either to prevent him or them from doing so or to recover damages or other dues for such violations. Failure by any Owner to enforce any covenant or restriction herein shall in no event be deemed a waiver of the right to do so thereafter.

Section 2. Severability. Invalidation of any one of these covenants by judgment or other court order shall in no ways affect any of the other provisions which shall remain in full force and effect.

Section 3. FHA/VA Approval. So long as the Declarant, its successors and assigns, are in control of the OAK CLIFF PLACE HOMEOWNERS' ASSOCIATION, the following actions will require the prior approval of the Federal Housing Administration and/or the Veterans Administration: Annexation of additional properties; dedication of common area, and amendment of this Declaration of Covenants, Conditions and Restrictions.

Commercial Credit Development Corporation, holder of a lien covering the above described property, join herein to consent to the terms of this Declaration of Covenants, Conditions and Restrictions. Our Lienholder's Consent is hereto attached as Exhibit "A".

Executed this 28th day of November, 1979.GENERAL HOMES CONSOLIDATED
COMPANIES, INC.
dba Eden Corporation

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ATTEST:

BY: Mary B. Prevatte
Mary B. Prevatte
Assistant SecretaryBY: S. H. Yager
S. H. Yager, Vice President

STATE OF TEXAS I

COUNTY OF HARRIS I

BEFORE ME, the undersigned authority, on this day personally appeared S. H. YAGER, Vice President of General Homes Consolidated Companies, Inc., dba Eden Corporation, known to me to be the person 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 28th day of November, 1979.

Christine A. Keller
Christine A. Keller, Notary Public
in and for Harris County, Texas
My Commission expires April 5, 1981

Executed this 29 day of November, 1979.

ATTEST:

BY: Valerie GaitzBY: Jim R. Smith, Trustee
Jim R. Smith, Trustee

STATE OF TEXAS I

COUNTY OF HARRIS I

BEFORE ME, the undersigned authority on this day personally appeared Jim R. Smith, Trustee, known to me to be the person 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 29th day of November, 1979.

Donna J. Moore
Notary Public
in and for Harris County, Texas
My Commission expires May 22, 1980

AMENDMENT TO DECLARATION OF COVENANTS, CONDITIONS AND RESTRICTIONS

THE STATE OF TEXAS

149-92-1496

COUNTY OF HARRIS

KNOW ALL MEN BY THESE PRESENTS:

THAT, WHEREAS by that certain instrument designated as Declaration of Covenants, Conditions and Restrictions, dated November 28, 1979, (the "Original Declaration"), and recorded in the office of Harris County Clerk, under File No. G338037, Deed Records of Harris County, Texas, those certain tracts and parcels therein described and referred to as:

All the lots in Oak Cliff Place, Section I, Subdivision, Harris County, Texas, according to the Map or Plat thereof recorded in Volume 291, Page 59, in the Map Records of Harris County, Texas:

Lots One (1) through Fifty-Two (52), Block One (1);
Lots One (1) through Twenty-Six (26), Block Two (2);
Lots One (1) through Eighteen (18), Block Three (3);
Lots One (1) through Ninety-Four (94), Block Four (4);
Lots One (1) through Thirty-Four (34), Block Five (5);
Lots One (1) through Thirteen (13), Block Six (6);
Lots One (1) through Sixteen (16), Block Seven (7);
Lots One (1) through Fifteen (15), Block Eight (8).

FILED
JAN 28 9 00 AM 1990
Debbie H. Anderson
COUNTY CLERK
HARRIS COUNTY, TEXAS

THAT, WHEREAS by that certain instrument designated as the Original Declaration executed by Eden Corporation, Commercial Credit Development Corporation, and Jim R. Smith, Trustee, dated November 28, 1979, and recorded in the office of Harris County Clerk, under File No. G338037, Deed Records of Harris County, Texas, the plat recording information for Oak Cliff Place, Section I, was documented.

WHEREAS, Subparagraph One (1), Page One (1), of the Original Declaration refers to "all the lots in Oak Cliff Place, Section I, Subdivision, Harris County, Texas, according to the Map or Plat thereof recorded in Volume 291, Page 59, in the Map Records of Harris County, Texas", and that recording information is incorrect.

WHEREAS, it is the desire of Eden Corporation, to amend and correct said Subparagraph One (1), Page One (1), by execution of this Amendment, which Amendment will be controlling where inconsistent with such Original Declaration dated November 28, 1979.

NOW, THEREFORE, Eden Corporation, hereby amends said paragraph to read:

"All the lots in Oak Cliff Place, Section I, Subdivision, Harris County, Texas, according to the Map or Plat thereof recorded in Volume 293, Page 11 in the Map Records of Harris County, Texas."

NOW, THEREFORE, Eden Corporation, hereby adopts, establishes and imposes upon those above described lots and declares the above Amendment and correction, which Amendment shall run with the land and shall be binding upon all parties having or acquiring any right, title or interest therein, or any part thereof, and shall inure to the benefit of each owner thereof.

Executed this 17th day of January, 1980.

GENERAL HOMES CONSOLIDATED COMPANIES, INC. *for*
dba EDEN CORPORATION

ATTEST:

BY *Mary B. Prevatte*

Mary B. Prevatte
Assistant Secretary

BY *S. H. Yager*

S. H. Yager
Vice President

OAK CLIFF PLACE HOMEOWNERS' ASSOCIATION

ATTEST:

BY *Chris Keller*

Chris Keller
Secretary

BY *Nancy Creppon*

Nancy Creppon
President

COMMERCIAL CREDIT DEVELOPMENT CORPORATION

ATTEST:

BY *W. B. Kempton*

W. B. Kempton
Secretary

BY *J. L. Andrew*

J. L. Andrew
Vice President

152-89-1994

Upon completion and occupancy, the assessment for the first year of ownership or any fraction thereof shall be the number of months the lot has been occupied by a homeowner times the monthly assessment rate payable on January 1 for the preceding first year or fraction of the first year. After the first year, the maintenance charge will be collected annually in the amount of the annual assessment; payable on January 1 of the specific year for the preceding year. The rate at which each Lot will be assessed will be determined annually, and may be adjusted from year to year by the Board of Directors as the needs of the subdivision may, in the judgment of the Board of Directors, require; provided that such assessment will be uniform and in no event will such assessment or charge exceed \$20.00 per Lot per month, or \$240.00 per Lot per year, unless increased as provided in Section 4. The Association can collect special assessments as well as annual charges above described whenever the members so vote.

Executed this 4th day of February, 1980.

GENERAL HOMES CONSOLIDATED COMPANIES, INC.
dba EDEN CORPORATION

ATTEST:

BY Mary B. Brevatte
Mary B. Brevatte
Assistant Secretary

BY S. H. Yager
S. H. Yager
Vice President

OAK CLIFF PLACE HOMEOWNERS' ASSOCIATION

ATTEST:

BY Chris Keller
Chris Keller
Secretary

BY Nancy Creppon
Nancy Creppon
President

COMMERCIAL CREDIT DEVELOPMENT CORPORATION

ATTEST:

BY W. B. Kampton
W. B. Kampton
Secretary

BY J. L. Andrew
J. L. Andrew
Vice President

THE STATE OF TEXAS
COUNTY OF HARRIS

152-89-1995

BEFORE ME, the undersigned authority on this day personally appeared S. H. Yager, VICE PRESIDENT, of General Homes Consolidated Companies, Inc., dba Eden Corporation, known to me to be the person 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 4 day of Feb, 1980.

K. M. Gerrie
K. M. Gerrie, Notary Public
in and for Harris County, Texas

My Commission expires:

K. M. GERRIE
Notary Public in and for Harris County, Texas
My Commission expires December 21, 1980

THE STATE OF TEXAS
COUNTY OF HARRIS

BEFORE ME, the undersigned authority on this day personally appeared Nancy Creppon, PRESIDENT, Oak Cliff Place Homeowners' Association, known to me to be the person whose name is subscribed to the foregoing instrument, and acknowledged to me that she executed the same for the purposes and consideration therein expressed, in the capacity therein stated, and as the act and deed of said Association.

GIVEN UNDER MY HAND AND SEAL OF OFFICE, this 4 day of Feb, 1980.

K. M. Gerrie
K. M. Gerrie, Notary Public
in and for Harris County, Texas

My Commission Expires 4/5/81.
K. M. GERRIE

Notary Public in and for Harris County, Texas
My Commission expires December 21, 1980

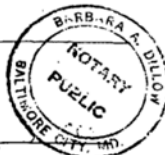
THE STATE OF MARYLAND
CITY OF BALTIMORE

BEFORE ME, the undersigned authority, on this day personally appeared J. L. Andrew, VICE PRESIDENT, Commercial Credit Development Corporation, known to me to be the person 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 4 day of Feb, 1980.

Barbara A. Dillon
Barbara A. Dillon
Notary Public in and for
Baltimore City, Maryland

My Commission Expires 4/5/81



RETURN TO: ✓
EDEN CORPORATION
7111 HARWIN, SUITE 200
HOUSTON, TEXAS 77036

(4)

NC

SECOND AMENDMENT TO DECLARATION OF COVENANTS, CONDITIONS AND RESTRICTIONS

THE STATE OF TEXAS

KNOW ALL MEN BY THESE PRESENTS:

COUNTY OF HARRIS

THAT, WHEREAS by that certain instrument designated as Declaration of Covenants, Conditions and Restrictions, dated November 28, 1979, and recorded in the office of Harris County Clerk, under File No. G338037, Deed Records of Harris County, Texas, those certain tracts and parcels therein described and referred to as:

All the lots in Oak Cliff Place, Section I, Subdivision, Harris County, Texas, according to the Map or Plat thereof recorded in Volume 293, Page 11 (as corrected in Amendment to Declaration of Covenants, Conditions and Restrictions, recorded in the office of Harris County Clerk, under File No. G408167) in the Map records of Harris County, Texas:

Lots One (1) through Fifty-Two (52), Block One (1);
 Lots One (1) through Twenty-Six (26), Block Two (2);
 Lots One (1) through Eighteen (18), Block Three (3);
 Lots One (1) through Ninety-Four (94), Block Four (4);
 Lots One (1) through Thirty-Four (34), Block Five (5);
 Lots One (1) through Thirteen (13), Block Six (6);
 Lots One (1) through Sixteen (16), Block Seven (7);
 Lots One (1) through Fifteen (15), Block Eight (8).

Quint H. Harkness
 COUNTY CLERK
 HARRIS COUNTY, TEXAS
 MAR 6 9 00 AM 1990
 FILED

WHEREAS, Article VI, Section 3, provides:

Article VI, Section 3. Rate of Assessment. The maintenance charge and/or assessment will be paid by the Owner of such Lot as set forth under Witnesseth on Page 1, within OAK CLIFF PLACE subdivision, in monthly installments, commencing on the first day of the month following conveyance of the property to a homeowner. However, the amount of such maintenance charge and/or assessment shall, anything to the contrary notwithstanding, be chargeable and payable by the owner or owners of any Lot at one-half (1/2) the rate assessed to Homeowners until completion and occupancy of a permanent structure thereon by a Homeowner.

Upon completion and occupancy, the assessment for the first year of ownership or any fraction thereof shall be the number of months the lot has been occupied by a homeowner times the monthly assessment rate payable on January 1 for the preceding first year or fraction of the first year. After the first year, the maintenance charge will be collected annually in the amount of the annual assessment; payable on January 1 of the specific year for the preceding year. The rate at which each Lot will be assessed will be determined annually,

and may be adjusted from year to year by the Board of Directors as the needs of the subdivision may, in the judgment of the Board of Directors, require; provided that such assessment will be uniform and in no event will such assessment or charge exceed \$10.00 per Lot per month, or \$240.00 per Lot per year, unless increased as provided in Section 4. The Association can collect special assessments as well as annual charges above described whenever the members so vote.

WHEREAS, it is the desire of the Oak Cliff Place Homeowners' Association and General Homes Consolidated Companies, Inc., dba Eden Corporation, to amend said Article VI, Section 3, by execution of this amendment, which Amendment will be controlling where inconsistent with such Declaration of Covenants, Conditions and Restrictions dated November 28, 1979.

NOW THEREFORE, the Oak Cliff Place Homeowners' Association and General Homes Consolidated Companies, Inc., dba Eden Corporation with the approval and concurrence of Commercial Credit Development Corporation, Lienholder of the above described property, hereby adopts, establishes and imposes upon those above described lots and declares the following reservations, restrictions, covenants and conditions, applicable thereto, all of which are for the purpose of enhancing and protecting the value, desirability and attractiveness of the land, which reservations shall run with the land and shall be binding upon all parties having or acquiring any right, title or interest therein, or any part thereof, and shall inure to the benefit of each owner thereof, and which shall supercede and be controlling over any previously executed and recorded restrictions, covenants and conditions:

Article VI, Section 3. Rate of Assessment. The maintenance charge and/or assessment will be paid by the Owner of such Lot as set forth under Witnesseth on Page 1, within OAK CLIFF PLACE Subdivision, in monthly installments, commencing on the first day of the month following conveyance of the property to a homeowner. However, the amount of such maintenance charge and/or assessment shall, anything to the contrary notwithstanding, be chargeable and payable by the owner or owners of any Lot at one-half (1/2) the rate assessed to Homeowners until completion and occupancy of a permanent structure thereon by a Homeowner.

THE STATE OF TEXAS
COUNTY OF HARRIS

149-92-1498

BEFORE ME, the undersigned authority on this day personally appeared S. H. Yager, VICE PRESIDENT, of General Homes Consolidated Companies, Inc. dba Eden Corporation, known to me to be the person 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 9th day of January, 1980.

Nancy C. Creppon
Nancy C. Creppon, Notary Public
in and for Harris County, Texas
My Commission Expires 12/20/81.

THE STATE OF TEXAS
COUNTY OF HARRIS

BEFORE ME, the undersigned authority on this day personally appeared Nancy Creppon, PRESIDENT, Oak Cliff Place Homeowners' Association, known to me to be the person whose name is subscribed to the foregoing instrument, and acknowledged to me that she executed the same for the purposes and consideration therein expressed, in the capacity therein stated, and as the act and deed of said Association.

GIVEN UNDER MY HAND AND SEAL OF OFFICE, this 9th day of January, 1980.

Christine A. Keller
Christine A. Keller, Notary Public
in and for Harris County, Texas
My Commission Expires 4/5/81.

THE STATE OF MARYLAND
CITY OF BALTIMORE

BEFORE ME, the undersigned authority, on this day personally appeared J. L. Andrew, VICE PRESIDENT, Commercial Credit Development Corporation, known to me to be the person whose name is subscribed to the foregoing instrument, 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 17th day of January, 1980.

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

JAN 28 1980



Quita L. Lusk
COUNTY CLERK,
HARRIS COUNTY, TEXAS

Barbara A. Dillow
BARBARA A. DILLOW
Notary Public in and for
Baltimore City, Maryland
My Commission Expires 07/01/82



(3)

Return to:
Eden Corporation
7111 Harwin, Suite 200
Houston, TX 77036

nc

THIRD AMENDMENT TO DECLARATION
OF
COVENANTS, CONDITIONS AND RESTRICTIONS
OAK CLIFF PLACE, SECTION ONE

COPY

Pursuant to Section 205.004, Texas Property Code, the Board of Directors of Oak Cliff Place Homeowners' Association (the "Association") amends the Declaration of Covenants, Conditions and Restrictions, for Oak Cliff Place, Section One, recorded under Film Code No. 145-84-1234, et seq., and County Clerk's File No. G338033 of the Official Public Records of Real Property of Harris County, Texas ("the Declaration").

Article VI, Section 6 of the Declaration, entitled Subordination of the Lien for Mortgages, is hereby amended and restated as follows:

Article VI, Section 6. Subordination of the Lien to Mortgages. To secure the payment of the maintenance fund established hereby and to be levied on individual residential Lots, there is hereby reserved in each Deed (whether specifically stated therein or not) by which the Declarant shall convey to such Lots, a Vendor's Lien for benefit of the Association, said lien to be enforceable through appropriate proceedings at law by such beneficiary; provided, however, that each such lien shall be secondary, subordinate and inferior to the lien of any first mortgage and to all liens, present and future given, granted and created by or at the instance and request of the Owner of any such Lot to secure the payment of monies advanced or to be advanced on account of the purchase price and/or the construction of improvements on any such Lot to the extent of any such maintenance fund charge accrued and unpaid prior to foreclosure of any such purchase money lien or construction lien; and further provided that as a condition precedent to any proceeding to enforce such lien upon any Lot upon which there is an outstanding valid and subsisting first mortgage lien, for the aforesaid purpose or purposes, the Association shall give the holder of such first mortgage lien sixty (60) days' written notice of such proposed

action, which notice shall be sent to the nearest office of such first mortgage holder by prepaid U.S. registered mail, and shall contain a statement of the delinquent maintenance charges upon which the proposed action is based. Upon the request of such first mortgage lienholder, the Association shall acknowledge in writing its obligation to give the foregoing notice with respect to the particular Lot covered by such first mortgage lien to the holder thereof. Sale or transfer of any Lot shall not affect the assessment lien and no sale or transfer of any Lot pursuant to mortgage foreclosure or any proceeding in lieu thereof, shall extinguish the lien of such assessments as to payments which become due subsequent to such sale or transfer. However, the sale or transfer of any Lot pursuant to mortgage foreclosure or any proceeding in lieu thereof, shall extinguish the lien of such assessments as to payments which became due prior to such sale or transfer.

The undersigned are a majority of the members of the Board of Directors of the Association. All other provisions of the Declaration shall remain in full force and effect.

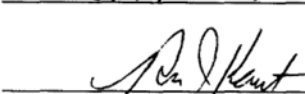
Executed on the 15th day of December, 2000.

Signature: Madene Gray

Printed Name: Madene Gray

Signature: 

Printed Name: THEOPHILUS A. NATTER

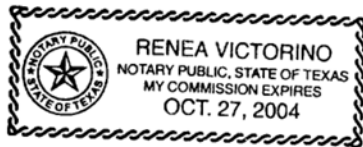
Signature: 

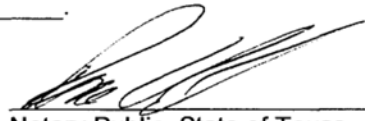
Printed Name: RONI J. KANT

AFTER RECORDATION RETURN TO:
C.I.A. SERVICES, INC.
5616 FM 1960 EAST, SUITE 190
HUMBLE, TEXAS 77346-2738

THE STATE OF TEXAS §
 §
COUNTY OF HARRIS §

This instrument was acknowledged before me on December 15th,
2000 by Madene Gray.

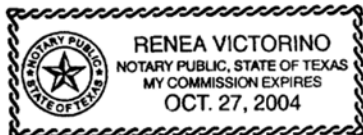




Notary Public, State of Texas

THE STATE OF TEXAS §
 §
COUNTY OF HARRIS §

This instrument was acknowledged before me on December 15th,
2000 by Theophilus Natter.

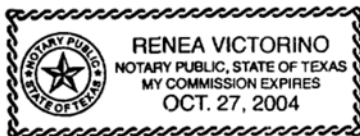




Notary Public, State of Texas

THE STATE OF TEXAS §
 §
COUNTY OF HARRIS §

This instrument was acknowledged before me on December 15th,
2000 by Ron Kant.





Notary Public, State of Texas