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P796066

SADDLEBROOK SUBDIVISION

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AMENDED AND RESTATED RESTRICTIONS,
COVENANTS AND CONDITIONS

JANUARY 1, 1994

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SADDLEBROOK SUBDIVISION

COUNTY OF HARRIS	§	
	§	KNOW ALL MEN BY THESE PRESENTS:
STATE OF TEXAS	§	

Recitals

A. Phylcar Corporation, a Texas corporation ("Phylcar"), was the original developer of a tract of land out of the Carl A. Detering tract of 78.75 acres, more or less, in the Alexander Ewing 1/12 League Survey in Harris County, Texas as described in a judgment of Cause #252896 dated December 28, 1938 in the 61st Judicial District Court of Harris County, Texas filed of record in Volume 1113, Page 519 of the Deed Records of Harris County, Texas. Such tract of land is known as the "Saddlebrook Subdivision" or "Saddlebrook," and the property comprising the Saddlebrook Subdivision is described in the Deed Restrictions filed in the Deed Records of Harris County, Texas at Volume 2479, Pages 305-328 (the "Original Restrictions"). Such deed restrictions have been amended by instrument dated May 29, 1967, recorded in Volume 6812, Page 162, et seq. of the Deed Records of Harris County, Texas; by instrument dated August 8, 1968, recorded in Volume 7302, Page 555 et seq. of the Deed Records of Harris County (the "1968 Instrument"); and by instrument dated January 1, 1987, recorded in the Official Real Property Records of Harris County, Texas under Film Code 132-79-1593 and Clerk's File No. 1931659 (the "Original Restrictions, as amended previously, by this Amendment, and from time to time hereafter, are hereinafter referred to as the "Restrictions"). The Saddlebrook Committee (the "Saddlebrook Committee") succeeded to Phylcar and has the rights, powers and duties as are set forth in the Restrictions.

B. The persons identified on Exhibit A, attached hereto and made a part hereof for all purposes, as the "Original Signatories" were the signatories to the Original Restrictions.

C. The persons identified as "Additional Signatories" on Exhibit A joined in, and their properties became subject to, the Original Restrictions in the manner and degree stated in the Original Restrictions.

D. Each of the persons identified as a "Current Owner" on Exhibit A hereto is the current owner of the parcel or tract of land located in Saddlebrook set forth opposite such person's name on Exhibit A.

E. The undersigned, constituting at least the requisite number of current owners of building sites in Saddlebrook now desire to amend the restrictions on the terms set forth in this Amendment.

NOW, THEREFORE, the undersigned agree that the Restrictions shall be amended as follows.

AGREEMENTS

ARTICLE 1. DEFINITIONS

1.01. Definitions. As used in this Amendment, capitalized terms not otherwise defined herein shall have the following respective meanings:

The term "Association" shall mean the Saddlebrook Subdivision Homeowners Association, Inc., a Texas non-profit corporation.

The term "Board" shall mean and refer to the Board of Directors of the Association.

The term "Common Areas" shall have the meaning given such term in Section 7.01.

The term "Current Owners" shall mean the Persons identified as the "Current Owners" on Exhibit A hereto.

The term "Effective Date" shall mean January 1, 1994.

The term "Expense Reimbursement Rate" shall mean the lesser of (a) 18% per annum and (b) the maximum nonusurious rate permitted by applicable law.

The term "Forest Club Site" shall mean the tract of land in Saddlebrook currently owned by The Forest Club and more particularly described as that certain 5.5555 acre tract described in the section of the Original Restrictions captioned more particularly described as "Additional Special Provisions Governing the Subdivision."

The term "Improvements" shall mean every structure, improvement and all appurtenances thereto of every kind, including, without limitation, buildings, patios, tennis

courts, swimming pools, culverts, portecocheres, garages, carports, fences, dog fences, screening walls, retaining walls, stairs, decks, windbreaks, poles, signs, exterior air conditioning, water softener fixtures or equipment, paths, driveways, sidewalks, mailboxes, antennae and all poles, pumps, wells, tanks, reservoirs, pipes, lines, meters, towers, satellite dishes and other facilities used in connection with water, sewer, gas, electric, telephone, regular or cable television, satellite television or other utilities.

The term "Living Area" shall mean the customary living area of the main dwelling of any Residence exclusive of open or screen porches, terraces, driveways, garages, carports, patios or breezeways attached to the main dwelling and exclusive of outbuildings not attached to the main dwelling.

The term "Lot" shall mean, excluding any Common Areas, (i) each and every of the numbered lots 1-27 shown on the Subdivision Map, (ii) each and every other parcel or tract of land comprising a portion of the Property (including, without limitation, the Forest Club Site, every tract or parcel that touches Saddlebrook Drive and every tract or parcel in Saddlebrook Subdivision owned by any of the Current Owners) and (iii) each and every parcel or tract of land resulting from the subdivision of the foregoing (but only to the extent subdivision of any of the foregoing is expressly permitted as set forth in Section 6.27 of this Amendment). Any reference to a particular Lot shall be as indicated on the Subdivision Map.

The term "Member" shall mean any person who is a member of the Association pursuant to the terms hereof.

The term "Other Property" shall mean any tract or parcel of land not constituting a portion of the Property.

The term "Owner" shall mean and refer to each and every person or entity who or which is a record owner of a fee or undivided fee interest in any Lot; however, the word "Owner" shall not include a person or entity who holds a bona fide lien or interest in a Lot as security for the performance of any obligation including, without limitation, any purchase money loan.

The term "Property" shall mean all of the property subject to the Restrictions as described in the Original Restrictions including, without limitation, those properties joined in and made subject to the Original Restrictions by those persons identified as "Additional Signatories" on Exhibit A hereto.

The term "Residence" shall mean any Improvement or portion thereof situated upon any Lot which is designed and intended for use and occupancy as a detached single-family residence.

The term "Resident" shall mean each Owner residing in his Residence; (ii) each person residing in a Residence who is a bona fide lessee of the Owner of such Residence; and (iii) each person lawfully domiciled in a Residence other than an Owner or a bona fide lessee.

The term "Restrictions" shall have the meaning given such term in the Recitals.

The term "Saddlebrook Committee" shall have the meaning given such term in the Recitals.

The term "Saddlebrook Drive" shall mean the Saddlebrook Drive as depicted on the Subdivision Map including the portion of such drive encircling the two cul-de-sac areas forming part of the Common Areas located approximately in the northwest and northeast areas of the Subdivision.

The term "Saddlebrook Subdivision" shall have the meaning given such term in the Recitals.

The term "Subdivision" shall mean the Saddlebrook Subdivision.

The term "Subdivision Map" shall mean that certain unrecorded subdivision map referred to in the Original Restrictions and such other subdivision maps, copies of which have been initialled for identification by the persons executing this instrument and which are maintained in the books and records of the Association.

ARTICLE 2.

PURPOSES: COVENANTS RUNNING WITH THE LAND

2.01. Purposes. The purposes of the Restrictions are to provide for the uniform plan, improvement, development, subdivision, use and sale of Lots; to protect Saddlebrook and the Owners against the improper improvement, development, use and sale of all portions of the Property; to set forth obligations relating to maintenance, security and general upkeep of the Property, Saddlebrook Drive and the Common Areas; to provide security to the Owners and the Property; and, in general, to maintain the current nature and environment of Saddlebrook Subdivision as a residential development (other than with respect to the Forest Club Site as discussed below) of the highest quality consisting solely of single-family detached residences.

2.02. Covenants Running with the Land. In furtherance of the objective to provide a uniform plan for the improvement, development, subdivision, use and sale of all portions of the Property, all of the reservations, restrictions and covenants contained in the Restrictions shall be and are hereby imposed upon each and every Lot. Each of the

reservations, restrictions and covenants set forth in the Restrictions are imposed upon the foregoing for the benefit of each and every other Owner and the portion of the Property owned by each such Owner and shall constitute covenants running with the land and shall be binding upon the successor and assigns of each Owner's interest in the Property, and further shall inure to the benefit of each and every purchaser of all or any portion of the Property, and their successors and assigns and each and every deed, conveyance and other instrument transferring right, title and interest in and to all or any portion of the Property shall be deemed to have been so executed, delivered and accepted subject to each and all of the reservations, restrictions, covenants and other provisions contained in the Restrictions.

ARTICLE 3. SADDLEBROOK HOMEOWNER'S ASSOCIATION

3.01. Association. The Owners hereby authorize the creation of a Texas non-profit corporation to be known as "The Saddlebrook Subdivision Homeowners Association, Inc." for the purposes, charged with the duties and vested with the powers prescribed by law or set forth in the Restrictions. The initial Articles of Incorporation (the "Articles") and Bylaws (the "Bylaws") of the Association are attached hereto as Exhibits B and C, respectively, and are incorporated in and made a part of the Restrictions for all purposes. The Owners hereby instruct the Board to execute and file the Articles as soon as practicable with the office of the Secretary of State of the State of Texas, with such minor changes as may be required by such office, thereby creating the Association.

3.02. Purposes. The Association is organized to act as the agent for the Owners to effectuate the purposes of the Restrictions.

3.03. Membership. Each Owner shall be a Member until such time as it is no longer an Owner. Each Member in "Good Standing" (as defined in Section 4.02 of the Bylaws) shall be entitled to vote on such matters pertaining to the Subdivision in such manner and on such conditions as set forth in the Bylaws.

3.04. Eligibility. Each Member shall at all times remain a Member in "Good Standing" as defined in Section 4.02 of the Bylaws. As set forth in greater detail in the Bylaws, there shall be no more than one vote cast per Lot on any matter.

3.05. Saddlebrook Committee. Upon the Effective Date, the Saddlebrook Committee shall be disbanded and shall cease to exist. All powers, duties and responsibilities of the Saddlebrook Committee prior to the Effective Date under the Restrictions shall pass to the Association on the Effective Date, and title to the Common Areas currently vested in the Saddlebrook Committee shall be vested in, and pass to, the Association for the benefit of the Owners.

3.06. The Board. The Board shall manage the business and affairs of the Association in the manner provided in the Articles and the Bylaws. The Board initially shall consist of three classes of directors with each class having two directors. The classification of the Board is set forth in further detail in the Articles and Bylaws. The initial directors of the Association shall be those set forth in the Articles. The manner in which directors are elected, the term of directorships and their other matters relating to the Board are set forth in the Articles and Bylaws.

3.07. Authority of Association. (a) The Association is hereby empowered and authorized to exercise all of the powers and privileges set forth in the Restrictions including, without limitation, to:

- (i) levy, affix, collect and expend in the interest of the Saddlebrook Subdivision and/or the Lots, all funds collected as regular or special assessments;
- (ii) enforce by appropriate proceedings the Restrictions including, without limitation, by filing lawsuits or other proceedings against any violator of the Restrictions, by filing or recording in the real property records a statement by the Association notifying third parties of any violation that has occurred and is continuing, or by filing in the real property records statements of the Association interpreting any provision of the Restrictions;
- (iii) enforce or release any lien imposed on any part of the Property by reason of a violation of any of the Restrictions including by reason of the failure to pay any regular assessment, special assessment or any other fee, expense, charge or fine which may be levied, payable or collectable pursuant to the provisions of the Restrictions;
- (iv) approve or reject plans and specifications for Improvements to be erected in or on any portion of the Property, all of which shall be submitted to and approved by the Architectural Committee prior to the commencement of construction of any such Improvement in accordance with Article 5;
- (v) select and remove all agents, independent contractors, legal counsel and employees of the Association;
- (vi) enter into contracts;
- (vii) maintain one or more bank accounts;
- (viii) employ from time to time an architect or architects for advice and consultation with reference to plans and specifications for any Improvements

to be constructed on any portion of the Property, and to pay such architect(s) and other professionals for their advice in connection with such matters out of the assessment funds;

- (ix) retain and employ from time to time an attorney or attorneys for advice, consultation and/or representation in connection with any matter hereunder or related in any way to the Association, the Board, the Architectural Committee, the Property or the Owners and/or Members;
- (x) provide and pay for any taxes, insurance and utilities relating to the Association or the Common Areas;
- (xi) provide and pay for any amounts necessary to satisfy any indemnification and insurance obligations referred to in the Restrictions;
- (xii) pay all expenses incident to the conduct of the business of the Association including all licenses, taxes or governmental charges, if any, levied or imposed against the Common Areas; make disbursements, expenditures and payments on behalf of the Owners as required by the Restrictions; and to hold as agent for the Owners reserves for periodic repairs and capital improvements deemed necessary or advisable by the Board for the benefit of the Owners to be made by and through the Board;
- (xiii) provide landscaping, upkeep and maintenance of Common Areas including the removal of unsightly or dangerous trees, bushes and other foliage;
- (xiv) determine suitable uses of and establish reasonable rules and regulations relating to the Common Areas for the benefit of the Owners (such uses may include, but are not limited to, sitting areas and children play areas);
- (xv) provide upkeep, maintenance and repair of Saddlebrook Drive;
- (xvi) enter into any portion of the Property for the purpose of curing any violation of the Restrictions;
- (xvii) hire and engage police, security personnel and related services and to provide suitable facilities (such as a security house or similar structure) for the use by such personnel while on duty for the Subdivision;
- (xviii) provide for insect fogging, spraying or similar services;

- (xix) remove or cause to be removed unauthorized persons or vehicles from any portion of the Property;
 - (xx) provide and enforce appropriate speed limits and traffic control (including speed bumps) for Saddlebrook Drive;
 - (xxi) enter into and perform any contract (including contracts to borrow money) and to exercise all powers which may be necessary or convenient to the operation, management, maintenance and administration of the affairs of the Subdivision in accordance with the Restrictions; and
 - (xxii) exercise any and all powers, rights and privileges a corporation organized under the Non-Profit Corporation Law of the State of Texas may now or hereafter exercise.
- (b) In addition to the powers and authorities listed above in Section 3.07(a), the Association shall have all rights, privileges and authority reasonably implied from the existence of any right, privilege or authority expressly granted to it in the Restrictions or otherwise reasonably necessary to effectuate any such right, privilege or authority.

3.08. LIABILITY LIMITATIONS. (a) NO DIRECTOR OF THE ASSOCIATION OR FORMER MEMBER OF THE SADDLEBROOK COMMITTEE SHALL BE LIABLE TO THE ASSOCIATION OR ITS MEMBERS OR THE OWNERS FOR MONETARY DAMAGES FOR AN ACT OR OMISSION IN SUCH PERSON'S CAPACITY AS A DIRECTOR OR SADDLEBROOK COMMITTEE MEMBER INCLUDING THE NEGLIGENT ACTS OR OMISSIONS OF SUCH PERSON, EXCEPT THAT THIS SECTION DOES NOT ELIMINATE OR LIMIT THE LIABILITY OF ANY PERSON TO THE EXTENT SUCH PERSON IS FOUND LIABLE FOR (i) A BREACH OF SUCH PERSON'S DUTY OF LOYALTY TO THE ASSOCIATION OR ITS MEMBERS; (ii) AN ACT OR OMISSION NOT IN GOOD FAITH THAT CONSTITUTES A BREACH OF DUTY OF SUCH PERSON TO THE ASSOCIATION OR AN ACT OR OMISSION THAT INVOLVES INTENTIONAL MISCONDUCT OR A KNOWING VIOLATION OF THE LAW; (iii) A TRANSACTION FROM WHICH SUCH PERSON RECEIVED AN IMPROPER BENEFIT, WHETHER OR NOT THE BENEFIT RESULTED FROM AN ACTION TAKEN WITHIN THE SCOPE OF SUCH PERSON'S OFFICE; OR (iv) AN ACT OR OMISSION FOR WHICH THE LIABILITY OF SUCH PERSON IS EXPRESSLY PROVIDED BY AN APPLICABLE STATUTE. ANY REPEAL OR AMENDMENT OF THIS SECTION SHALL BE PROSPECTIVE ONLY AND SHALL NOT ADVERSELY AFFECT ANY LIMITATION ON THE LIABILITY OF A DIRECTOR OF THE ASSOCIATION OR MEMBER OF THE SADDLEBROOK COMMITTEE EXISTING AT THE TIME OF SUCH REPEAL OR AMENDMENT. IN ADDITION TO THE CIRCUMSTANCES IN WHICH THE DIRECTOR OF THE ASSOCIATION OR MEMBER OF THE SADDLEBROOK

COMMITTEE IS NOT LIABLE AS SET FORTH IN THE PRECEDING SENTENCES, THE DIRECTOR OR MEMBER SHALL NOT BE LIABLE TO THE FULLEST EXTENT PERMITTED BY ANY PROVISIONS OF THE STATUTES OF TEXAS HEREAFTER ENACTED THAT FURTHER LIMITS THE LIABILITY OF A DIRECTOR.

(b) NO MEMBER, DIRECTOR, OFFICER OF THE ASSOCIATION OR MEMBER OF THE SADDLEBROOK COMMITTEE SHALL BE PERSONALLY LIABLE FOR THE DEBTS, LIABILITIES OR OBLIGATIONS CONTRACTED FOR OR OTHERWISE INCURRED BY THE ASSOCIATION OR FOR ANY TORTS COMMITTED BY OR ON BEHALF OF THE ASSOCIATION OR FOR A TORT OF ANOTHER MEMBER OR OWNER, WHETHER SUCH OTHER MEMBER OR OWNER WAS ACTING ON BEHALF OF THE ASSOCIATION OR OTHERWISE. NEITHER THE ASSOCIATION, ITS MEMBERS, DIRECTORS, OFFICERS, AGENTS, EMPLOYEES OR CONTRACTORS OR MEMBERS OF THE SADDLEBROOK COMMITTEE SHALL BE LIABLE FOR ANY INCIDENTAL OR CONSEQUENTIAL DAMAGES FOR FAILURE TO INSPECT ANY PREMISES, IMPROVEMENTS OR PORTIONS THEREOF OR FOR FAILURE TO REPAIR OR MAINTAIN THE SAME. THE ASSOCIATION SHALL NOT BE LIABLE FOR ANY PERSONAL INJURY OR OTHER INCIDENTAL OR CONSEQUENTIAL DAMAGES OCCASIONED BY ANY ACT OR OMISSION IN THE APPROVAL OF IMPROVEMENTS OR THE REPAIR OR MAINTENANCE OF ANY PREMISES, IMPROVEMENTS OR ANY PORTION THEREOF, INCLUDING, WITHOUT LIMITATION, ANY NEGLIGENT ACT OR OMISSION OF THE ASSOCIATION OR ANY OF ITS MEMBERS, DIRECTORS, OFFICERS, AGENTS, EMPLOYEES OR CONTRACTORS OR ANY MEMBER OF THE SADDLEBROOK COMMITTEE.

(c) No Owner or former Owner shall assert any claim against any person to the extent liability incidental to any such claim has been eliminated or limited by the foregoing provisions of this Section 3.08.

3.09. Indemnification. The Association shall indemnify the directors, officers, employees and agents of the Association and members of the Saddlebrook Committee to the extent set forth in the Bylaws.

3.10. Other Coverage. The indemnification referred to in Section 3.09 shall not be deemed exclusive of any other rights to which anyone seeking indemnification may be entitled under this Amendment, Texas law, or otherwise, both as to action in such party's official capacity and as to action in another capacity while holding such office, and may continue as to a person who has ceased to be a director, officer, committee member, employee, servant or agent or Saddlebrook Committee member and may inure to the benefit of the heirs and personal representatives of such person.

3.11. Insurance. The Association may purchase and maintain insurance on behalf of any person who is or was a Saddlebrook Committee member or a director, officer, employee, servant or agent of the Association, against any liability asserted against such party or incurred by such party in any such capacity, or arising out of his status as such, whether or not the Association would have the power to indemnify him or her against such liability hereunder or otherwise. The terms of such insurance coverage shall include terms including, without limitation, limits of liability and deductibles deemed necessary or advisable by the Board in its good faith judgment.

ARTICLE 4. ASSESSMENTS

4.01. Purpose of Assessments. The assessments levied by the Association shall be paid to the Association and shall be held by it in trust and used for the benefit of the Owners and the Subdivision, and such sums shall be expended by the Association for any purpose necessary or, in the opinion of the Association, advisable to effectuate and promote the purposes of the Restrictions including, without limitation, to pay expenses incurred by or on behalf of the Association incurred in the Association's exercise of the power and authority granted thereto by the Restrictions and such other purposes that, in the Association's judgment, shall be effective in maintaining the property values in the Subdivision.

4.02. Amount of Regular Assessments. The amount and payment schedule (i.e. lump sum or installments) of regular assessments shall be determined annually from time to time by the Board based on the Board's good faith estimate of the Association's operating budget for the next succeeding calendar year and shall be stated on a per square foot basis of area in a Lot. In the event the Board fails to decide upon or set a regular assessment for any year, the regular assessment paid for the immediately preceding year shall be the regular assessment for the then current year.

4.03. Special Assessments. In addition to regular assessments authorized by Section 4.02 above, the Board may levy special assessments effective at such time and for such duration as the Board determines for the following purposes:

- (i) to defray, in whole or in part, the cost of any construction or reconstruction, unexpected repair or replacement of capital improvements related to Saddlebrook Drive Subdivision and/or the Common Areas;
- (ii) to enable the Association to make the indemnification payments referred to in Section 3.09 and to purchase the insurance coverage referred to in Section 3.11 of this Amendment; and

(iii) for unusual or emergency purposes.

Such special assessments shall be determined by the Board in the same manner as provided in Section 4.02.

4.04. Lien and Personal Obligation of Assessments. Each Owner covenants and agrees to pay in a timely manner to the Association the regular and special assessments levied pursuant to the Restrictions. The regular and special assessments, together with interest, costs and reasonable attorneys' fees charged in accordance with the Restrictions shall, to the fullest extent permitted by law, be a charge on the portion of the Property owned by such Owner and the payment thereof shall be secured by a continuing lien upon the property against which each such assessment is made. In connection with such security, each Owner does by these presents hereby GRANT, BARGAIN, SELL, ASSIGN, MORTGAGE, TRANSFER and CONVEY unto the President of the Association (as such person may change from time to time), as trustee (the "Trustee"), for the benefit of the Association, all of such Owner's right, title and interest in and to the portion of the Property owned thereby to secure the repayment of any amounts now or hereafter owing by such Owner to the Association pursuant to the Restrictions (including, without limitation, assessments and charges, expenses, fees and interest charged in accordance with the Restrictions). In addition to the foregoing grant of a mortgage lien, appropriate recitations in each deed conveying each Lot shall evidence the retention of a vendor's lien by the grantor thereof for the purpose of securing payment of said amounts, without recourse to such grantor, and such grantor by these presents does automatically and without further action transfer and assign unto the Association such vendor's lien. Each such assessment, together with interest, costs and reasonable attorneys' fees, shall also be the personal obligation of the person(s) who was the Owner of such property at the time when the assessment became due. The lien for the unpaid assessments shall not be affected by any sale, conveyance or assignment of a Lot or the Improvements thereon and shall continue in full force and effect. No Owner may waive or otherwise escape liability for any assessment provided herein by the non-use of such Owner's Lot or any Improvement thereon.

4.05. Applicability of Assessments. All assessments shall be levied on each square foot of each Lot up to an area equal to one acre at the rate per square foot determined by the Board pursuant to this Article 4 and on each square foot in excess of one acre to and including three acres at one-half of the rate per square foot applicable to the first acre of such Lot. No assessment shall apply to any portion of any Lot in excess of three acres.

4.06. Due Dates. The due date of any regular or special assessment shall be fixed in the respective Board resolution authorizing such assessment but shall not be a date earlier than 45 days following notice to the Owners.

4.07. Delinquent Assessments. If any assessment or part thereof is not paid when due, the unpaid amount of such assessment shall bear interest from and after the date when due at the Expense Reimbursement Rate. The Association may, at its election, retain the services of an attorney to review, monitor and/or collect unpaid assessments and delinquent accounts, and there shall also be added to the amount of any unpaid assessment or to any delinquent account any and all attorneys' fees and other costs of collection incurred by the Association.

The Association shall, upon reasonable demand, furnish to any Owner liable for said assessment and may furnish to any other interested person, a certificate in writing signed by an officer of the Association, setting forth whether said assessment has been paid. Such certificate shall be conclusive evidence of payment of any assessment therein stated to have been paid. No charge shall be made by the Association for the issuance of such certificate.

The Association may give written notification to the holder(s) of any mortgage on any Lot or any improvements thereon of the nonpaying Owner of such Owner's default in paying any assessment when such default has not been cured within thirty (30) days of the original date due.

4.08. Effect of Non-Payment of Assessments; Remedies of the Association. The Association may bring an action at law against the Owner personally obligated to pay any delinquent assessment, and, independent of any such action, may foreclose the lien herein granted, retained or imposed against the Lot. The lien securing the assessment on any Lot may be foreclosed by judicial foreclosure or by nonjudicial foreclosure pursuant to the provisions of Section 51.002 of the Texas Property Code (and any successor statute); and each such Owner hereby expressly grants the Association and the Trustee a power of sale in connection therewith. The Association may, whenever it proceeds with nonjudicial foreclosure pursuant to the provisions of said Section 51.002 of the Texas Property Code and said power of sale, designate in writing a substitute trustee to post or cause to be posted all required notices of such foreclosure sale and to conduct such foreclosure sale. The Trustee may be changed at any time and from time to time by the Association by means of a written instrument executed by the President and any other officer of the Association and filed for record in the Real Property Records of Harris County, Texas. In the event that the Association has determined to nonjudicially foreclose the lien provided herein pursuant to the provisions of said Section 51.002 of the Texas Property Code and to exercise the power of sale hereby granted, the Association shall mail to the defaulting Owner a copy of the notice of Trustee's sale not less than twenty-one (21) days prior to the date on which sale is scheduled by posting such notice through the U.S. Postal Service, postage prepaid, registered or certified, return receipt requested, properly addressed to such Owner at the last known address of such Owner according to the records of the Association. If required by law, the Association or Trustee shall also cause a copy of the Notice of Trustee's sale to be recorded with the County Clerk of Harris County, Texas. It is the

intent of the provisions of this Section 4.08 to comply with the provisions of said Section 51.002 of the Texas Property Code relating to nonjudicial sales by power of sale and, in the event of the amendment of said Section 51.002 of the Texas Property Code hereafter, the President or any Vice President of the Association, acting without joinder of any other Owner or mortgagee or other person may, by amendment to this Amendment filed in the Real Property Records of Harris County, Texas, amend the provisions hereof so as to comply with said amendments to Section 51.002 of the Texas Property Code. Out of the proceeds of such sale, there shall first be paid all expenses incurred by the Association in connection with such default, including attorneys' fees and a trustee's fee; second, from such proceeds there shall be paid to the Association an amount equal to the amount of the delinquent assessment and other amounts owed to the Association pursuant to the provisions of the Restrictions; third, any amounts required by law to be paid before payment to the Owner; and, fourth, the remaining balance shall be paid to such Owner. Following any such foreclosure, each resident/occupant of any such Lot foreclosed on and each resident/occupant of any improvements thereon shall be deemed to be a tenant at sufferance and may be removed from possession by any and all lawful means, including a judgment for possession in an action of forcible detainer and the issuance of a writ of restitution thereunder.

In addition to any other remedy, in the event of nonpayment by any Owner of such Owner's portion of any assessment, the Association may, acting through the Board, (i) upon ten (10) days prior written notice thereof to such nonpaying Owner, in addition to all other rights and remedies available at law or otherwise, suspend the voting rights of such nonpaying Owner as a member of the Association so long as such default exists and (ii) record an instrument in the appropriate real property records indexed against the defaulting Owner and its Lot notifying third parties of all amounts owed by the defaulting Owner to the Association.

4.09. Subordination of the Lien to Mortgages. The lien securing the assessments provided for herein and power of sale and nonjudicial foreclosure shall be subordinate to any valid first purchase money lien or mortgage covering a Lot and any valid lien securing the cost of construction of home improvements. Sale or transfer of any Lot shall not affect said lien or power of sale and nonjudicial foreclosure. No such sale or transfer shall relieve such Lot from liability for any charges or assessments thereafter becoming due or from the lien thereof; provided, upon any such transfer or sale, the personal liability of an Owner shall cease for any assessments or other charges accruing from and after such transfer or sale, but shall continue for any assessments or other charges accruing with respect to the period ending on such transfer or sale. In addition to the automatic subordination provided hereinabove, the Association, in the discretion of the Board, may subordinate the lien securing any assessment provided for herein to any other mortgage, lien or encumbrance, subject to such limitations, if any, as the Board may determine.

4.10. Savings Clause. All agreements between any Owner and the Association, whether now existing or hereafter arising and whether written or oral and whether implied or otherwise, are hereby expressly limited so that in no contingency or event whatsoever shall the amount of interest collected, charged or received by the Association for the payment or performance of any covenant or obligations contained herein or in any other document related hereto exceed the maximum amount of interest permitted to be collected, charged or received under applicable law. If from any circumstance whatsoever the fulfillment of any provision hereof or of such other document at the time performance of such provision, shall involve exceeding the limit of validity prescribed by law, then, ipso facto, the obligation to be fulfilled shall be reduced to the limit of such validity, and if from any such circumstance the Association should ever collect, charge or receive an amount deemed interest by applicable law which shall exceed the maximum amount of interest permitted to be collected, charged or received under applicable law, such amount which would be excessive interest shall be applied to the reduction of the principal amount owing on such obligation and not to the payment of interest, or if such excess interest exceeds the principal balance of the assessment or other obligation, the excess shall be refunded to the Owner or other obligor. The right to accelerate the maturity of any assessment or other obligation owing to the Association shall not include the right to accelerate the maturity of any interest which has not otherwise accrued on the date of such acceleration, and the Association does not intend to collect any unearned interest in the event of acceleration. All sums paid or agreed to be paid by any Owner for the use, forbearance or detention of any indebtedness to the Association shall, to the extent permitted by applicable law, be amortized, prorated, allocated and spread throughout the full stated term of such indebtedness until payment in full so that the actual rate of interest on account of such indebtedness is uniform throughout the term thereof. The terms and provisions of this paragraph shall control and supersede any other provision of the Restrictions and any other agreement between any Owner and the Association. The maximum lawful rate shall be determined by utilizing the indicated rate ceiling from time to time in effect pursuant to Tex. Rev. Civ. Stat. Art. 5069-1.04 as amended. In no event shall the provisions of Chapter 15 of the Texas Credit Code (Tex. Rev. Civ. Stat. Art. 5069-15.01, et seq.) be applicable to any assessment or obligation.

ARTICLE 5 ARCHITECTURAL COMMITTEE

5.01. Number of Members. The Architectural Committee shall be a committee of the Board and the number thereof shall be established by the Board according to the Bylaws. The initial members of the Architectural Committee shall be appointed by the Board. Each member of the Architectural Committee shall hold office until such time as he has resigned or has been removed or a successor has been appointed, as provided in the Bylaws.

5.02. Adoption of Rules. The Architectural Committee may adopt such procedural and substantive rules not in conflict with the Restrictions, as it may deem necessary or proper for the performance of its duties.

5.03. Powers and Duties of Architectural Committee. No Residence or any other Improvement of any kind or nature, including landscaping that would entail material exterior changes visible from any street, or other exterior treatment, shall be erected, placed or altered on any Lot until the preliminary and final architectural design plans have been submitted to the Architectural Committee and approved thereby in writing. The Architectural Committee is authorized and empowered to consider, approve and reject as it deems appropriate in its sole discretion any and all aspects of design, architecture, lighting, materials, color, construction, location of Residences and other Improvements and of landscaping, and any changes thereto, as to ensure conformity and harmony with the architectural and design scheme of the Subdivision as may be developed by the Architectural Committee, or which may, in the opinion of the Architectural Committee, adversely affect the living enjoyment of one or more Owners or Residents or the value of the Lots. Rejection of any such matter shall be based upon such grounds, and approval may be subject to such conditions, as the Architectural Committee may deem appropriate in its sole discretion, and which grounds and conditions may include, without limitation, solely aesthetic grounds, receipt of an acceptable survey showing the various building set back lines set forth herein and containing the surveyor's certification to the Association that the plans and specifications comply with all building set back lines, receipt from such Owner's architect a certificate to the Association certifying that such architect has reviewed the Restrictions and that the contemplated Improvements comply with all provisions of the Restrictions, receipt of a certification from the Owner seeking the Architectural Committee's approval in form satisfactory to the Architectural Committee to the effect that the plans and specifications comply with the Restrictions and all applicable laws, regulations and ordinances and that all consents, permits, licenses and similar governmental approvals have been received by all governmental authorities and utilities or any other considerations deemed appropriate by the Architectural Committee in its sole discretion. To assist the Architectural Committee in performing its duties, the Architectural Committee may from time to time adopt and establish standard development, construction or aesthetic guidelines with respect to the property subject thereto, to the extent that they do not conflict with any express provision hereof. The Architectural Committee is permitted to consider technological advances and changes in design and materials and such comparable or alternative techniques, methods or materials may or may not be permitted, in accordance with the opinion of the Architectural Committee. All preliminary and final plans and specifications must accurately reflect the size, location, type and estimated cost of the Residence or Improvements, or the changes or alterations thereto, including the materials to be used, together with an accurate plat plan showing the grading plan of the Lot, the grade elevation of said Residence or Improvements, and the location of the same with respect to the lot lines, front, side and back setback or building lines, and the outside color

scheme to be erected or maintained. At such time as the plans, specifications and surveys meet the approval of the Architectural Committee, one complete set of plans, specifications and surveys will be retained by the Architectural Committee and the other complete set will be marked "Approved" and returned to the Owner or such Owner's designated representative. Any modification or change to the approved set of plans, specifications and surveys must again be submitted to the Architectural Committee for its inspection and approval. The Architectural Committee's approval or disapproval, as required herein, shall be in writing. If the Architectural Committee fails to approve or disapprove any final plans, specifications and surveys within two (2) weeks after the actual date from which the submission is received, then the Architectural Committee's disapproval shall be presumed.

The Architectural Committee shall require as a condition precedent to any approval of the final plans, specifications or surveys that the applicant obtain and produce, if required pursuant to applicable law, an appropriate building permit from the City of Houston for the proposed Improvements. However, the City of Houston's issuance of a building permit with respect to a proposed Improvement or Residence has no bearing on whether such Improvements (i) comply with the Restrictions or (ii) meet the approval of the Architectural Committee. Similarly, the Architectural Committee's approval of any plans and specifications has no affect on other legal requirements that the proposing Owner must obtain or satisfy prior to commencement thereof.

The Architectural Committee is authorized to retain and employ an architect licensed by the State of Texas to consult and advise the Architectural Committee in connection with the performance of its duties to consider, approve and/or reject the aspects of design, architecture, construction and location of Residences and other Improvements and to ensure compliance with the Restrictions. The cost and expenses related to such architect shall be paid for or reimbursed by the Association. On demand to the applicant, the Association shall be entitled to reimbursement of, and the applicant seeking the Architectural Committee's approval shall be obligated to pay, the costs and expenses (or, at the sole discretion of the Association, a portion thereof) incurred by the Architectural Committee in its review and approval process.

5.04. General Provisions. In addition to the foregoing powers and duties, the Architectural Committee may, from time to time, associate or employ a staff and seek and obtain professional advice and counsel (including architects, attorneys, designers, engineers and landscape technicians) in connection with the performance of its duties with all reasonable costs and expenses related thereto being paid for or reimbursed by the Association; provided, the Association may seek reimbursement of such costs and expenses, and the applicant shall be obligated to pay such costs and expenses, as provided in the immediately preceding Section.

If any Residence or Improvements are constructed, erected, modified, altered, destroyed or made without seeking the prior written approval of the Architectural Committee, the Association and/or the Architectural Committee may require the Owner to restore such Owner's Lot, Residence and/or Improvements to the condition existing prior to the construction thereof (including, without limitation, the demolition and removal of any unapproved Improvements). In addition, the Association and/or the Architectural Committee may, but is not obligated to, cause such restoration, demolition and removal to be performed and levy the amount of the cost thereof as a special assessment against the Lot upon which such Improvements or alterations were commenced or constructed. A material violation of the restrictions and covenants contained in this Amendment shall be deemed to have occurred if no prior express written approval of the Architectural Committee has been obtained where it was originally required, even if hindsight reveals that the actual plans and specifications would have been approved by the Architectural Committee had they been properly and timely submitted.

5.05. Inspection Rights. After reasonable notice of not more than 48 hours to the Owner and any applicable Resident, any member or agent of the Board and/or the Architectural Committee may from time to time at any reasonable hour or hours enter and inspect any property subject to the jurisdiction of the Architectural Committee to confirm compliance with the provisions of the Restrictions.

5.06. Compliance with Laws. No Residence or Improvements, or addition, change or alteration thereof, shall be constructed, erected, altered or maintained on any Lot in violation of any applicable laws, rules, regulations or ordinances. However, the Association and the Architectural Committee, their respective officers, directors, managers, agents, employees, contractors and attorneys shall have no obligation to enforce or to report the violation of any such law, ordinance, rule or regulation.

5.07. Variances. With a recommendation from a majority of the Architectural Committee, the Board shall have the power to grant variances, waivers, tolerances or modifications to the standards set forth or that may be established under the Restrictions under circumstances and conditions deemed reasonable, appropriate and prudent by the Architectural Committee and the Board in their sole discretion. Such variances must be evidenced in writing. If a variance is granted, no violation of the Restrictions shall be deemed to have occurred with respect to the matter for which the variance was granted. **THE GRANTING OF SUCH A VARIANCE SHALL NOT OPERATE TO WAIVE ANY OF THE TERMS, COVENANTS OR RESTRICTIONS OF THE RESTRICTIONS OR ANY OTHER SUPPLEMENTAL DOCUMENT OR OF ANY PLAT FOR ANY PURPOSE EXCEPT AS TO A PARTICULAR PROPERTY AND IN A PARTICULAR INSTANCE COVERED BY THE VARIANCE.**

5.08. No Liability. Neither the Association, nor the Board, nor the Architectural Committee, nor the officers, directors, committee members, managers, members, employees, agents, contractors or attorneys of any of them, shall be liable for damages to anyone submitting plans and specifications to any of them for approval, or to any Owner or Resident of any property affected by the Restrictions, by reason of mistake in judgment, negligence, or nonfeasance arising out of or in connection with the approval or disapproval or failure to approve or disapprove any such plans or specifications. No approval of plans and specifications, any design guidelines, architectural bulletins or lot information sheets shall be construed as representing or implying that such plans, specifications, guidelines, bulletins or sheets will, if followed, result in properly designed and structurally sound Improvements and/or Improvements built in a good and workmanlike manner or comply with any applicable governmental or quasi-governmental life safety, health, building or similar codes, statutes, regulations, rules or orders. In addition, none of the foregoing parties shall be deemed to be responsible for ensuring compliance at any time by any Owner or Resident with any governmental or quasi-governmental life safety, health, building or similar codes, statutes, regulations, rules or orders. Every person or entity who submits plans or specifications and every Owner and Resident of each and every Lot, agrees that he or she will not bring any action or suit against the Association, the Architectural Committee, the Board, or the officers, directors, committee members, managers, members, employees, agents, contractors or attorneys of any of them, to recover any such damages, and hereby releases and quitclaims all claims, demands, liability, and causes of action arising out of or in connection with any judgment or action, whether negligent or not, and hereby waives to the fullest extent permitted by law the provisions of any law which provides that a general release does not extend to claims, demands and causes of action not known at the time the release is given. The Members of the Association and the Owners acknowledge that the sole purpose and responsibility of the parties mentioned in the first sentence hereof with respect to the approval/disapproval of the addition, modification or removal of Improvements and the enforcement of the restrictive covenants contained herein is to consider the aesthetics of and the application of these restrictive covenants to any matter.

ARTICLE 6.

USE RESTRICTIONS

The Property including each Lot, shall be constructed, developed, occupied and used as follows:

6.01. Residential Lot. Except as provided in Section 6.28 with respect to the Forest Club Site, each Lot shall be used as a residential Lot only for one (1) detached, single-family dwelling and its customary and usual accessory structures (unless otherwise prohibited or restricted by the Architectural Committee); provided, however, the Architectural Committee may permit a Residence to be located on more than one Lot and impose specific requirements and conditions with respect to such permission. Except as

provided in Section 6.28 with respect to the Forest Club Site, no Lot or any Improvements located on a Lot shall ever be used or maintained for any business or commercial purposes. In addition, any person acquiring a Lot covenants with and represents to the Association and the other Owners that the Lot will be specifically acquired for the purpose of constructing and/or using the same as a residential dwelling and as a primary residence for such Owner and/or Owner's immediate family members or for a Lessee of all (but not less than all) of any Lot. If the Owner is a business entity, such business entity covenants with and represents to the Association and the other Owners that the Lot is being specifically acquired for the purpose of constructing and/or using the same as the primary residence for an existing officer, director, key employee, substantial shareholder or general partner of the Owner (as identified and designated to the Association).

6.02. Building Setback Lines. No Improvement on any Lot shall be located nearer:

(i) than 50 feet to the front property line of such Lot (excluding the portion of such Lot lying in Saddlebrook Drive); provided, no Improvement on the Forest Club Site shall be located nearer than 75 feet to the front property line of such Lot (excluding the portion of such Lot lying in Saddlebrook Drive) (the area between such centerline and such building set back line being referred to herein as the "Front Set Back Area"); provided further, no Improvement on Lots 29A, 29B or 14-A shall be located nearer than 50 feet from the west property line of each Lot;

(ii) than 15 feet from the side line of such Lot; provided, no Improvement, other than unroofed tennis courts, on the Forest Club Site shall be located nearer to Memorial Drive than 100 feet (the area between such 15 foot or 100 foot, as applicable, building line and such Lot's property line being referred to as the "Side Set Back Area"; provided, with respect to Lots 29A, 29B and 14-A, the east and south property lines shall be deemed side lines for purposes of this Section 6.02 and the other provisions of the Restrictions relating to Side Set Back Areas); or

(iii) than 10 feet from the back line of such Lot (the area between such back line and the 10 foot building setback being referred to herein as the "Rear Set Back Area"); provided, with respect to Lots 29A, 29B and 14-A, the north property lines shall be deemed the back line for purposes of this Section 6.02 and the other provisions of the Restrictions relating to Rear Set Back Areas.

6.03. Garages and Carports. Each Residence erected and maintained on any Lot shall provide garage or carport space for a minimum of two (2) conventional automobiles, unless otherwise specifically approved by the Architectural Committee. No garage may face

or open towards Saddlebrook Drive. Carports or portecocheres attached to the Residence and otherwise satisfactory to the Architectural Committee may face Saddlebrook Drive; provided the sole purpose and use thereof is for the storage of automobiles and no other vehicle or item.

6.04. Driveways and Parking. Each Lot shall have driveway access to Saddlebrook Drive but shall not have direct access (vehicular or pedestrian) from such Lot to any Other Property. Each Owner shall take such actions as are necessary or deemed advisable by the Association to ensure that no access exists from such Owner's Lot to any Other Property including, without limitation, maintaining in good repair a continuous, uninterrupted fence along such portion of such Owner's Lot as is adjacent to any Other Property. In furtherance of the foregoing and to provide a suitable buffer between the Saddlebrook Subdivision and Other Property, no Owner shall remove without the Association's consent any trees, hedges or other vegetation (other than customary trimming and grass cutting) within the Rear Set Back Area on any Side Set Back Area adjacent to Memorial Drive. Under no circumstances or conditions shall any Owner or its guests or invitees permit any automobile or other motorized vehicle to be parked (i) on any non-paved portion of any Lot or (ii) on any Lot (including the portions of Saddlebrook Drive) not owned by such Owner unless such Owner receives the prior, expressed written consent of the Owner of such property (which, regardless of any other terms, shall be revocable at will by the consenting Owner) and such consenting Owner shall have notified the Association of its consent. Each Owner hereby authorizes the Association to remove, at such Owner's sole risk and expense, any vehicle that such Owner parks or permits to be parked in violation of this Section.

6.05. Fences, Walls and Hedges. No gate, fence, wall, hedge, gas meter or other Improvement shall be placed in any portion of the Front Set Back Area; provided, the white fences currently fronting the Forest Club Site and Lots B-1, 28, 30A, 31 and 32 may remain so long as such fences are maintained in the current style and height and in good repair (including painting thereof) and remain white. Without the Association's prior consent, no fence, wall or gate shall be constructed in excess of 7 feet in height. All fences, walls and gates shall be maintained in good repair. Without the Association's prior consent, except to maintain such structure in good repair, no Owner shall alter, lower, heighten, improve, destroy, move, paint (other than white) or weaken the fence along Memorial Drive or along the Other Property adjacent to Memorial Drive. The Association, at its expense, shall maintain the gateway entrance from the Subdivision to Memorial Drive.

6.06. Signs. No sign, billboard or notice of any kind may be erected or maintained for any reason (including, without limitation, notices relating to house sales and construction related signs on any Lot or any portion of the Common Area without the prior written consent of the Association; provided, balloons of reasonable size and number may be placed on any Lot (but not on any Common Area) on a temporary basis (i.e. less than 5 hours in any 24-hour period) to signify the location of an open house or party. Without limiting the

foregoing restriction, no other structure or items shall be erected or maintained on any Lot or any portion of the Common Area if the purposes thereof (in the Association's judgment) is to advertise or provide notice of any kind. The Association is authorized to remove without notice any such non-conforming sign, advertisement, billboard, advertising structure, notice or other item which is placed on any Lot or Common Area in violation of the foregoing.

6.07. Minimum and Maximum Floor Space. No Residence shall be constructed on any Lot unless (i) such Residence has a Living Area of not less than 3,500 square feet and (ii) the ground floor foundation of such Living Area plus the area consisting of open or screen porches, terraces, driveways, garages, carports, patios or breezeways attached to the main dwelling and outbuildings not attached to the main dwelling does not exceed 1/3 of the total square footage of such Lot (excluding the portion of such Lot comprising a portion of Saddlebrook Drive).

6.08. Height Restrictions. No Residence shall exceed in height the lesser of (i) two and one-half stories in height and (ii) 40 feet. In addition, the Architectural Committee shall have the power and authority to further develop and refine guidelines and interpretations concerning the height concepts and limitations envisioned herein as plans are reviewed and approved.

6.09. Temporary Improvements. No Improvement of a temporary character, including, without limitation, a trailer, mobile home, modular home, tent, shack, garage, barn, or other outbuilding, shall be used on any Lot at any time as a residence, either temporarily or permanently. No Improvements of a temporary character, including, without limitation, a trailer, mobile home, modular home, tent, shack, garage, barn or other outbuilding, shall be placed on any Lot either temporarily or permanently, and no Residence shall be moved upon any Lot from another location, without the consent of the Architectural Committee; except, during the construction of a Residence, a builder may, upon obtaining permission from the Architectural Committee, erect and maintain such temporary Improvements on any Lot as is customary in connection with the construction of houses, including, without limitation, a temporary office building, storage area or water closet.

6.10. Automobiles, Boats, Trailers, Other Vehicles and Equipment. No boats, trailers, camping units, buses, trucks, recreational vehicles, inoperative vehicles of any kind, self-propelled or towable equipment and machinery or other similar items shall be parked or stored permanently or semi-permanently (which shall be a period of not to exceed 24 hours) on any portion of the Property. In addition, no repair work, dismantling or assembling of motor vehicles or of other machinery or equipment shall be done or permitted on any portion of any Lot except in a garage or other enclosed structure which has been approved in accordance with the Restrictions; provided, each Owner shall be

required to ensure that any such actions are adequately screened from view from Saddlebrook Drive or adjacent portions of the Property.

6.11. Roofing and Siding. No asbestos roofs or sidings shall be used on any Residence or Improvements on any Lot, and no walls of any Residence or other Improvements on any Lot shall be constructed of shingles, whether wood, vinyl, aluminum or other material.

6.12. Mailboxes and Street Numbers. The Owner of each Lot may install one mailbox and house numbers of type, color, quality and in a location that is approved by the Architectural Committee.

6.13. Easements and Utilities. Easements for installation and maintenance of utilities and drainage facilities are reserved as set forth in the Original Restrictions, as amended. This Amendment shall not affect in any manner such reserved easements for the installation and maintenance of utilities and drainage facilities. Except as may be otherwise permitted by the Architectural Committee (for example, fencing or landscaping), no Owner shall erect, construct or permit any obstructions for permanent Improvements of any type or kind to exist within any easement area which would restrict or adversely affect drainage or the use of the easement for its intended purpose. In furtherance of the foregoing, the Architectural Committee's prior consent under the provision of Article 5 shall be required before any culvert or similar structure is constructed across, under or over the drainage ditch running approximately parallel to Saddlebrook Drive. Utility easements are likely to be located at, near or along the rear lot line(s), and each Owner assumes full, complete and exclusive liability and responsibility for all costs and expenses related to damage, repair, relocation and restoration of such Improvements, including fences. All utility meters, equipment, air conditioning compressors and similar items must be visually screened and located in areas designated by the Architectural Committee. Each Owner shall assume full and complete responsibility for all costs and expenses arising out of or related to the repair, replacement or restoration of any utility equipment, damaged or destroyed as a result of the negligence or mischief of any Resident or the Owner.

6.14. Antennas and Satellite Dishes. Television and other similar aerial antennas may be attached to any Residence; however, such antenna's location shall be restricted to the rear of the Residence or to the rear of the roof ridge line, gable or centerline of the Residence so as to be hidden from sight when viewed from fronting the street. Owners may apply for a variance of location, or for approval of other aerial devices, such as electronic antenna, by submitting a plan showing the location and type of materials to the Architectural Committee. No satellite receiving dish shall be located on any Lot or on any Improvement on any Lot unless approved by the Architectural Committee.

6.15. Garbage, Refuse and Garbage Collection. No trash, rubbish, garbage, manure or debris of any kind shall be discarded, kept or allowed to remain on any Lot. Each Owner shall remove such prohibited matter from the Lot at such Owner's sole cost and expense, and prior to such removal all such prohibited matter shall be placed in sanitary refuse containers with tight fitting lids in an area adequately screened by planting or fencing so as not to be seen from any adjoining Lot or Saddlebrook Drive. Reasonable amounts of construction materials and equipment may be stored upon a Lot for reasonable periods of time during the construction of Improvements thereon.

Garbage cans or containers, recreational equipment, boxes, cartons, tools and like equipment shall be stored only in garages or storage areas adequately screened from view to the satisfaction of the Architectural Committee.

The Association shall have the right, but not the obligation, to contract for garbage and rubbish pickup service on behalf of the Lots and to charge or to have the garbage contractor charge each Owner for such Owner's pro rata share of the cost thereof. Payment for such service may be on a monthly, quarterly or semi-annual basis, at the discretion of the Association, and may be payable in advance.

6.16. Removal of Dirt and Trees. The digging and/or the removal of dirt from any Lot is prohibited, except as necessary in conjunction with landscaping, or construction of other Improvements or providing adequate drainage for construction of Improvements. No trees shall be cut from any Lot except to provide room for construction of Improvements or to remove dead or unsightly trees and/or trees that present a current danger to existing utility lines, property or life. All trees so cut shall be removed from such Lot as soon as reasonably practicable but in no event more than 10 days after their cutting.

6.17. Lot Maintenance. Each Owner binds and obligates such Owner through purchase of the Lot to maintain the same at the Owner's own cost and expense in a neat and presentable manner. Each Owner obligates such Owner to keep the grass, vegetation and weeds cut and maintain the landscaping of the Lot as often as may be necessary to keep them in a neat and attractive condition. If any Owner should in the opinion of the Association fail to maintain such Owner's Lot in a neat and attractive manner, the Association will notify such Owner in writing of any objectionable, detrimental or unattractive conditions existing on such Lot and request the Owner to eliminate the same. In the event any such Owner shall fail to eliminate any objectionable, detrimental or unattractive conditions existing on such owner's Lot within fifteen (15) days after receipt of written notice from the Association specifying such objectionable or detrimental conditions, then, in such event, the Association is authorized to eliminate such conditions and charge the cost of the same to such Owner, and each expense incurred by the Association in such event shall be added to, be a portion of and secured in the same manner as a special

assessment against such Lot for the following year. Each Owner shall maintain its Lot in a manner that does not obstruct the drainage ditch or its natural drainage.

6.18. Noise. Except in an emergency or when unusual circumstances exist (as may be determined by the Association), outside construction work, outside yard work or noisy interior construction work shall be permitted only after 8:00 a.m. and before 8:00 p.m. In addition, no exterior speakers, horns, whistles, bells or other sound devices (other than security devices used exclusively for security purposes) shall be located, used or placed on any Lot without the prior written approval of the Association. No noise or other nuisance (including, without limitation music, voices or machine noise) shall ever be permitted to exist or operate upon any such property so as to be offensive or detrimental to any other Lot or its occupants.

6.19. Night Lighting. No Owner shall illuminate or use any outdoor lighting that the Board may deem to be annoying or disturbing to neighboring Owners after the hour of 9:00 p.m. No Owner shall construct or permit the use of lighted tennis courts on any Lot except that the Forest Club may construct and permit lighted courts so long as such courts (i) are no further north or west than the existing tennis courts adjacent to Memorial Drive, (ii) are not within the Front Set Back Area of the Forest Club Site and (iii) otherwise comply with all other provisions of the Restrictions as evidenced by the Architectural Committee's approval thereof.

6.20. Mining and Drilling. No portion of the Property shall be used for the purpose of mining, quarrying, drilling or exploring for or removing water, oil, gas or other hydrocarbons, minerals of any kind, rock, stones, sand, gravel, aggregate or earth.

6.21. Underground Storage Tanks and Hazardous Activities. No Owner shall maintain on such Owner's Lot any underground storage tank that contains oil, gasoline, other hydrocarbons or any substance that may be classified or considered as a dangerous, toxic or hazardous substance. In addition, no activity shall be conducted on any Lot and no Improvements shall be constructed on any Lot which are or might be unsafe or hazardous to any person or property. Without limiting the generality of the foregoing, no fire arms shall be discharged and no open fires shall be lighted or permitted on any Lot except (i) in a contained barbecue unit or similar unit while attended and in use for cooking or recreational heating purposes and (ii) with in a safe and well-designed interior fireplace. The discharging of fireworks within the Subdivision or on any Lot is expressly forbidden.

6.22. Nuisance. No nuisance shall ever be erected or suffer to remain or continue to occur on any Lot, provided, however, that the Association shall be the sole and exclusive judge as to what constitutes a nuisance.

6.23. Animals. No animals, livestock or poultry of any kind shall be raised, bred or kept on any Lot, except that any Owner may keep a reasonable number (as may be determined by the Association) of dogs, cats or household pets and, in addition, Mrs. Doggett (the current owner of Lot 8) may keep miniature horses of the type and number that she has regularly kept on Lot 8; provided, none of the foregoing animals may be kept on any portion of the Property if they are noxious, offensive, vicious (for example pit bull terriers shall not be permitted within the Subdivision), diseased or dangerous as may be determined by the Association in its sole discretion. If any noise or odor emitted by, and any discharge or waste from, any animal (including without limitation dogs, cats or other domestic pets or miniature horses) which can be seen, heard or smelled outside the perimeter of the subject Owner's Lot shall be deemed to be a nuisance or to be noxious or offensive by the Association in its sole discretion, the Association may take such action that the Association may deem to be necessary or appropriate to rectify the situation, which action may include (without limitation) the prohibition from keeping such animal or the restriction of the location or the confinement of such animal on the Owner's Lot or within the Residence. If such household pets or horses or their behavior is deemed to be a nuisance or to be dangerous, threatening, noxious or offensive by the Association in its sole discretion, the Association may take any action that the Association may deem to be necessary or appropriate to rectify the situation, which action may include (without limitation) a prohibition from keeping such animal or a requirement that any such animal be confined to a fenced backyard, caged area or kept within the Residence. The additional right to keep miniature horses is a personal right inuring to the benefit of Mrs. Doggett only and such right shall extinguish automatically upon her sale of Lot 8 or the possession of Lot 8 by another person.

6.24. Clothes Line; Playground Equipment. No clothing or other materials shall be aired or dried on any Lot and no playground equipment including forts, swing sets, slides, and similar items shall be placed on any Lot, except in an area adequately screened so as not to be seen from Saddlebrook Drive and in no event within the Front Set Back Area. This prohibition shall not be construed to prevent the Association from placing playground equipment on any portion of the Common Areas.

6.25. Septic Tanks. No privy, cesspool or septic tank shall be placed or maintained on any part of any Lot.

6.26. Designation of Fronts of Lots. Several provisions contained in the Restrictions refer to the front, sides and back of Lots. All Lots shall be deemed to front Saddlebrook Drive except that, solely for purposes of determining the front, side and rear set back areas referred to in Section 6.02, Lots 29A, 29B and 14-A shall be deemed to front the west property line thereof.

6.27. Subdivision of Lots. Except as provided in the remaining provisions of this Section 6.27, subdivision of any Lot and consolidation of any Lots is strictly prohibited.

(a) Subject to the provisions set forth in Section 6.27(d), Each of Lot A (the Forest Club Site), Lot 1, Lot 30A, Lot 32 and Lot B-1 may be resubdivided so long as the minimum dimensions of each resulting re-subdivided lot (which includes both additional Lots resulting from any such re-subdivision and the portion (if any) of the original Lot remaining after re-subdivision) include (i) a frontage of not less than 93 feet on Saddlebrook Drive, (ii) a depth, i.e., the shortest line between the front line of such Lot (excluding the portion of the Lot comprising a portion of Saddlebrook Drive) and the rear line of such Lot, of not less than 199 feet and (iii) a rear width line of not be less than 100 feet.

(b) Subject to the provisions set forth in Sections 6.27(c) and 6.27(d), Lot 14 may be resubdivided into one additional Lot (so that the total number of Lots comprising the current Lot 14 site shall at no time exceed two Lots). Such additional Lot shall be deemed "Lot 14-A" and shall have 64 as its address on Saddlebrook Drive. The only permissible configuration of any additional Lot shall be as follows: Lot 14-A shall have as its western most property line the current Lot 14 western most property line adjacent to Chimney Rock Road; Lot 14-A shall have as its eastern most property line a new straight property line (the "New Property Line") drawn from a point (the "Northern Point") on Lot 14's current northern most property line to a point on Lot 14's southern most property line; the Northern Point shall be on said northern most property line at a point no more than 260 feet and no less than 230 feet from the northeastern most point of the current Lot 14; the New Property Line shall be as parallel as possible to the current Lot 14's eastern most property line (i.e. the property line currently separating Lots 13 and 14); Lot 14-A shall have as its north property line that portion of the current Lot 14's north property line that lies west of the Northern Point; and Lot 14-A shall have as its south property line that portion of the current Lot 14's south property line that lies west of the point of intersection of the New Property Line (as drawn in accordance with the foregoing) and said current Lot 14's south property line. Without limiting the generality of the other provisions of the Restrictions that will apply to each Lot in accordance with Section 6.27(d), the Owners of Lot 14 and Lot 14-A shall at all times be required to maintain a gateless and continuous fence, wall or other boundary on the north and west property lines to prevent all ingress and egress (pedestrian, vehicular or other) from such Lots to the Other Property adjacent thereto (including any other street other than Saddlebrook Drive). The sole access to Lot 14-A and Lot 14 shall be via Saddlebrook Drive. In furtherance of such access requirement, the Owners of Lot 14-A shall be permitted to acquire from the Owner of Lot 15, and the Lot 15 Owner shall be permitted to sell to either or both such Owners, a portion of Lot 15 having a width of not more than 12 feet and which shall extend from the common point where the property lines of both Lots 14 and 15 currently touch Saddlebrook Drive to the New Property Line. Said portion of Lot 15, if acquired by either or both Owners of Lots 14

and 14-A, shall be used solely to provide access from Lots 14 and 14-A (or only to Lot 14-A if said portion of Lot 15 is acquired solely by the Owner of Lot 14-A) to Saddlebrook Drive. The Residence built on Lot 14 must face Saddlebrook Drive, and the Residence built on Lot 14-A must face either the southern or eastern property line of Lot 14-A.

(c) Notwithstanding the foregoing provisions of this Section 6.27 or the other provisions of the Restrictions, the provisions set forth in Section 6.27(b) relating to the subdivision of Lot 14 shall not be effective unless and until these Restrictions (i) have been executed and joined in for all purposes by the Owners of Lots 13, 14 and 15 and (ii) have been executed by the Saddlebrook Committee or the Chairperson of the Board.

(d) All instruments effecting any subdivision permitted by this Section 6.27 shall specifically state that such subdivided lot is subject to the Restrictions and shall be submitted, together with a boundary survey prepared by an independent surveyor and certified as true and correct to the Association, at least 5 business days prior to recording or filing in any public records. No Owner shall record or file an instrument effecting or purporting to effect any subdivision except in strict compliance with this Section 6.27. Any purported subdivision that does not strictly comply with the provisions of this Section 6.27 shall be null and void. All Lots created or remaining after giving effect to any subdivision permitted hereby shall be subject to all of the provisions of the Restrictions.

6.28. Forest Club Site. (a) The Forest Club is not required to devote any part of the Forest Club Site to single family residence purposes. Rather, the Forest Club may maintain the Forest Club Site and the facilities thereon to entertain and accommodate its members and guests and afford recreation and sport for them and to use the Forest Club Site to carry out its intended purposes, consistent with past practices, as a non-profit social club of high-type. The Forest Club shall never be permitted to sell, lease, rent or otherwise dispose of any portion of the Forest Club Site for any business, commercial, professional or manufacturing purpose of any kind or character except for the use as a non-profit social club of high-type. The Forest Club may, at its option, sell or dispose of any portion of the Forest Club Site, but any such sale shall be subject to all of the other provisions of the Restrictions, including, without limitation, the subdivision provisions set forth in Section 6.27 and the other use provisions set forth in Article 6. Every portion of the Forest Club Site sold or otherwise disposed of shall be deemed a "Lot" for all purposes hereof. In addition, the Forest Club may sell all of the Forest Club Site or any portion thereof to an association or other entity, the sole purpose of which is to provide a social non-profit club of the same caliber and standing in the community as is currently enjoyed by The Forest Club and The Bayou Club of Houston. Subject to the approval of the Board, the Forest Club may acquire any portion of Lot 1 so long as after giving effect to such acquisition the remaining portion of Lot 1 meets the minimum size and dimension requirements set forth in the Restrictions. Any portion of Lot 1 acquired pursuant to the preceding sentence shall automatically be deemed part of the "Forest Club Site" for all purposes of the Restrictions.

(b) Notwithstanding any other provision in the Restrictions regulating parking, from time to time The Forest Club and the Association may enter into agreements relating to the use of Saddlebrook Drive by The Forest Club for parking purposes. Any such agreement shall be maintained in the books and records of the Association, shall be available for inspection or copying by any Owner and shall control over any contrary provision in the Restrictions. The Association shall notify the owners as soon as practicable after entering into any such agreement.

ARTICLE 7.
SADDLEBROOK DRIVE: COMMON AREAS

7.01. Ownership of Saddlebrook Drive and Common Areas. Pursuant to the 1968 Instrument, Phylcar sold, conveyed, released and quit claimed unto each record Owner of each Lot as well as to the Owners of each other portion of the Property adjacent to Saddlebrook Drive, the portion of Saddlebrook Drive lying between each Lot and the center line of Saddlebrook Drive. In addition, pursuant to the 1968 Instrument, Phylcar sold, conveyed, released and quit claimed unto the members of the Saddlebrook Committee, and their successors in office, the triangular tract bounded by the centerline of Saddlebrook Drive located southeast of Lot 23 and generally known as the "triangle," the cul-de-sac bounded by the centerline of the encircling roadways adjoining Lots 4, 5, 6 and 7 and in the cul-de-sac adjoining Lots 13, 14, 15 and 28 (the triangle and such two cul-de-sac tracts being referred to in the Restrictions as the "Common Areas"). Prior to the Effective Date, the Common Areas have been held in trust by the members of the Saddlebrook Committee for the use and benefit of the Owners, and the Saddlebrook Committee was granted the sole discretion as to the uses and purposes to which the Common Areas could be used and maintained. Effective immediately prior to the Effective Date, the Saddlebrook Committee hereby grants, conveys and sells, without representation or warranty of any nature whatsoever including any implied warranty under Section 5.023 of the Texas Property Code, all right, title and interest of the Saddlebrook Committee in and to the Common Areas to the Association to be held thereby for the benefit of all of the Owners. The Association, through the Board, shall determine the uses of the Common Areas in its sole discretion, and shall be responsible for the general upkeep and maintenance of the Common Areas including, without limitation, determining the appropriate landscaping thereof.

7.02. Access. At no time shall Saddlebrook Drive enter onto any public or private street except via current entrance to Saddlebrook Drive off of Memorial Drive. Similarly, each Owner shall take such action as is necessary, or deemed advisable by the Association, to ensure that no vehicular or pedestrian ingress or egress to the portion of the Property owned thereby occurs other than via Saddlebrook Drive. Without limiting the generality of the foregoing, it is the expressed intent of this provision that no person shall be permitted to enter or exit the Saddlebrook Subdivision by permitting to exist or creating any method

of ingress or egress including, without limitation, driveways and gateways from any portion of the Property to Other Property.

7.03. Ingress and Egress Easement. Each Owner by these presents does hereby grant, bargain, sell and convey unto each other Owner a perpetual non-exclusive easement over and across the portion of Saddlebrook Drive owned by such Owner for the sole and exclusive purpose of pedestrian and vehicular ingress and egress (the "Easement Strip"). Each Owner hereby grants, bargains, sells, and conveys unto the Association and its agents, employees and contractors a perpetual non-exclusive easement over and across the portion of Saddlebrook Drive owned thereby for the purpose of the construction, maintenance, repair, replacement and removal of electric, gas, water, storm sewer, sanitary sewer and other utility lines, pipes and facilities under, adjacent to or over the Easement Strip. The Association, through the Board, is authorized to ensure that the rights of ingress and egress granted pursuant to this Section do not unreasonably interfere with the free flow of traffic, provide for the safety of persons and ensure the ability of each Owner to access its Lot at all times. The rights granted pursuant to this section are exclusively for ingress and egress and do not relate to any other matter including the use of Saddlebrook Drive for parking purposes. In furtherance of the foregoing, each Owner by these presents does hereby grant the Association the right to take such action as it deems necessary or advisable to ensure compliance with the foregoing egress and ingress rights including, without limitation, establishing speed limits, erecting speed bumps, gates and other barriers, hiring security personnel to prevent unauthorized entry onto Saddlebrook Drive or the Subdivision and hiring tow trucks to remove unauthorized vehicles or persons. All costs and expenses borne by the Association in enforcing such rights of ingress and egress and matters relating to parking shall be charged to the Owner or Owners who, directly or indirectly, through their guests or invitees, violate the foregoing.

7.04. Dedication of Street. The Saddlebrook Drive is a private drive owned by the Owners and the Association as described in this Article 7. The Saddlebrook Drive shall not be dedicated as a public street or drive without the prior written consent of the Owners owning at least 75% of the Lots.

7.05. Narrowing. No Owner shall narrow the width of the portion of Saddlebrook Drive owned by it.

ARTICLE 8. **GENERAL PROVISIONS**

8.01. Duration. The conveyance, restrictions and provisions of this Amendment shall run with and bind the land subject to this Amendment, and shall inure to the benefit and be enforceable by the Association and each Owner, their respective legal representatives, heirs, successors and assigns, for a term of twenty (20) years from the date

hereof, at which time they shall be automatically extended for successive periods of ten (10) years each, unless prior to the expiration of any such period the then Owners of seventy-five percent (75%) of the Lots subject to this Amendment shall execute and record an instrument amending, modifying, terminating or extending the conveyance, restrictions and provisions in whole or in part.

8.02. Enforcement Authority. Without limiting the broad powers conferred upon the Association stated elsewhere in these Restrictions, each Owner hereby grants the Association and its agents the right and power to enforce these restrictions in any manner which, in the Association's reasonable, good faith judgment, is advisable including, without limitation, recording and foreclosing upon liens to secure delinquent assessments, entering onto such Owner's Lot to remove debris and other matters the existence of which violates these Restrictions, removing or causing the removal of unauthorized vehicles, and removing from the Subdivision uninvited persons. All expenses incurred by the Association to enforce these Restrictions shall be reimbursed by the Owner causing such violation or otherwise permitting such violation to exist. All such reimbursement amounts shall be due upon the Association's demand and shall bear interest from the date demand is made until the date paid at the Expense Reimbursement Rate.

8.03. Release and Indemnity. EACH OWNER HEREBY RELEASES, DISCHARGES AND FOREVER ACQUITS THE FORMER MEMBERS OF THE SADDLEBROOK COMMITTEE AND THE ASSOCIATION, ITS DIRECTORS, OFFICERS, AGENTS, EMPLOYEES, AND INDEPENDENT CONTRACTORS (COLLECTIVELY, THE "RELEASED PARTIES") FROM ANY LIABILITY, LOSS, EXPENSE, OBLIGATION, CLAIMS, LAWSUITS, CAUSES OF ACTION AND SIMILAR MATTERS THAT RELATE (i) TO ANY OF THE FOREGOING'S ACTIONS TO ENFORCE THESE RESTRICTIONS INCLUDING THOSE ACTIONS DESCRIBED IN SECTION 8.02 OR (ii) TO MATTERS FOR WHICH SUCH PERSON IS EXCULPATED FROM LIABILITY PURSUANT TO SECTION 3.08 INCLUDING, IN EACH CASE, MATTERS ATTRIBUTABLE TO ANY RELEASED PARTY'S OWN NEGLIGENCE; PROVIDED, THIS RELEASE SHALL NOT RELEASE THE FOREGOING NAMED PERSONS FROM LIABILITY ARISING SUCH PERSON'S BAD FAITH OR WILLFUL MISCONDUCT. EACH OWNER WHOSE ACTS OR OMISSIONS OR WHOSE AGENT'S OR INVITEE'S ACTS OR OMISSIONS HAVE RESULTED IN ENFORCEMENT ACTION BY THE ASSOCIATION HEREBY AGREES TO DEFEND, INDEMNIFY AND HOLD HARMLESS THE RELEASED PARTIES FROM ALL CLAIMS, LAWSUITS, CAUSES OF ACTIONS AND SIMILAR PROCEEDINGS, IN CONTRACT OR IN TORT (INCLUDING ACTIONS FOR TRESPASS), LOSSES, OBLIGATIONS, LIABILITIES, COSTS AND EXPENSES (INCLUDING REASONABLE ATTORNEYS' FEES, COURT COSTS AND DISBURSEMENTS) RELATING TO, ARISING FROM, OR IN CONNECTION WITH ANY OF THE RELEASED PARTIES REASONABLE ACTIONS OR OMISSIONS TAKEN IN GOOD FAITH TO ENFORCE

THESE RESTRICTIONS INCLUDING MATTERS ATTRIBUTABLE TO ANY RELEASED PARTY'S OWN NEGLIGENCE.

8.04. Amendment. This Amendment is expressly subject to change, modification, termination or extension by means of amendment at any time and from time to time with the express written consent of the Board and Owners of at least seventy-five percent (75%) of the Lots. All Amendments shall be recorded in the Real Property Records of Harris County, Texas and shall be effective as of the date they are recorded.

8.05. Properties Subject To This Amendment. All Lots shall be held, transferred, sold, conveyed and occupied subject to the conveyances, conditions, restrictions, easements, charges and liens herein set forth. Additional property may become subject to this Amendment by proposing to annex such person's or entity's Lots, which proposal has obtained the prior written consent of the Board and the affirmative vote of the Owners of at least seventy-five percent (75%) of the Lots.

8.06. Power of Attorney. Each Owner hereby irrevocably appoints the Association as such Owner's attorney-in-fact to act in such Owner's stead with full right of substitution to execute, deliver, file and record any lien, notice or other instrument deemed necessary or advisable by the Association to evidence any amounts (including, without limitation, assessments, charges, expenses, fees and interest on the foregoing) owed by such Owner to the Association. The power of attorney granted to the Association in this Section, being coupled with an interest, shall be irrevocable so long as any amount owing by such Owner to the Association remains unpaid.

8.07. Reimbursement of Expenses. If any Owner (a "Breaching Owner") refuses or fails to comply with these Restrictions or otherwise violates these Restrictions (as determined by the Board in its sole, reasonable judgment), and the Association incurs any expense in connection with actions taken by the Association to remedy such failure or noncompliance or otherwise to enforce these Restrictions, the Breaching Owner shall reimburse the Association on demand for all such expenses. Amounts not paid by the Breaching Owner on demand shall bear interest at the Expense Reimbursement Rate from the date demand is made until the date paid.

8.08. Grandfather Clause. Any Improvement fully constructed and existing before January 1, 1994 that may violate the terms of the Restrictions, as amended and restated hereby, shall be grandfathered and be deemed not to be a violation of the same; provided, the foregoing is not intended to grandfather any such Improvement from the maintenance requirements set forth in the Restrictions. However, any such condition shall not be exacerbated, worsened or artificially extended by any Owner in violation of the Restrictions. The foregoing provisions of this Section 8.08 shall not apply to any Improvement which the Saddlebrook Committee has expressly disapproved.

8.09. Liberal Construction. Notwithstanding any law (common law, statutory or other) that would apply a rule of strict construction or similar rule to the interpretation of the Restrictions, these Restrictions shall be liberally construed and interpreted to give full effect to the purposes of the Restrictions.

8.10. Conflict With Zoning Laws. In the event, any restriction, covenant or condition contained herein conflicts with or differs from any zoning ordinance that may from time to time be in existence, the more restrictive of the two shall apply.

8.11. Enforcement. This Amendment may be enforced by the Association or any Owner. Enforcement of this Amendment may be by a proceeding by law or in equity against any person or persons violating or attempting to violate them, whether the relief sought is an injunction or recovery of damages, or both, or enforcement of a new lien created by this Amendment; but failure by the Association or any Owner to enforce any conveyance, restriction or provision herein contained shall in no event be deemed a waiver of the right to do so thereafter. With respect to any litigation hereunder, the prevailing party shall be entitled to recover reasonable attorneys' fees from the non-prevailing party.

8.12. Validity And Severability. Violation of or failure to comply with this Amendment shall not affect the validity of any mortgage, bona fide lien or other similar security instrument which may be then existing on any Lot. Invalidation of any provision of this Amendment or any portion thereof by a judgment or court order shall not affect any of the other provisions herein contained, which shall remain in full force and effect. Should any provision herein be declared invalid by a judgment or court order, the most analogous provision contained in the Original Restrictions shall be deemed automatically reinstated to cover the subject matter covered by the invalidated provision.

8.13. Notices. Any notice required or permitted to be given hereunder to any Member or Owner shall be deemed to have been properly delivered and received when deposited in the United States mail, postage prepaid, addressed to the last known address of the person who appears as the Member or Owner on the records of the Association at the time of such mailing or may be given by personal delivery.

8.14. Counterparts. This Amendment may be executed in multiple counterparts which, when taken together, shall constitute one instrument.

8.15. Recordation. The Board is authorized to record this Amendment in the Official Real Properties of Harris County, Texas and in such other locations as the Board deems necessary or advisable.

8.16. Legal Name. Each Owner represents to the other Owners that title to such Owner's Lot is held in the name set forth on Exhibit A and the signature pages hereto for such Owner.

IN WITNESS WHEREOF, the undersigned have executed this instrument effective as of January 1, 1994.