

NON-PROFIT



OFFICE OF THE SECRETARY OF STATE

**CERTIFICATE OF INCORPORATION
OF**

ANDERSON PARK COMMUNITY ASSOCIATION, INC.

The undersigned, as Secretary of State of the State of Texas, hereby certifies that duplicate originals of Articles of Incorporation for the above corporation duly signed and verified pursuant to the provisions of the Texas Non-Profit Corporation Act, have been received in this office and are found to conform to law.

ACCORDINGLY the undersigned, as such Secretary of State, and by virtue of the authority vested in him by law, hereby issues this Certificate of Incorporation and attaches hereto a duplicate original of the Articles of Incorporation.

Dated NOVEMBER 07, 1977

John S. Pettit

Secretary of State

DLG



NOV 07 1977

LEONA C. GIBSON
Deputy Secretary, Corporations Division

ARTICLES OF INCORPORATION
OF

ANDERSON PARK COMMUNITY ASSOCIATION, INC.

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

ARTICLE I

The name of the corporation is ANDERSON PARK COMMUNITY ASSOCIATION, INC. (hereinafter called "the Association").

ARTICLE II

The street address of the initial registered office of the Association is 50 Briar Hollow Lane, Suite 303 East, Houston, Texas 77027 and the name of its initial registered agent at such address is David M. Newcomb.

ARTICLE III

The Association is a non-profit corporation.

ARTICLE IV

The period of the Association's duration is perpetual.

ARTICLE V

The specific purposes for which the Association is formed are to:

(a) exercise all of the powers and privileges and to perform all of the duties and obligations of the Association as set forth in that certain Declaration of Covenants, Conditions and Restrictions (hereinafter called the "Declaration") for Anderson Park, said Declaration being filed for record under County Clerk's File No. F362581, in the Office of the County Clerk, Harris County, Texas, and as the same may be amended from time to time as therein provided, said Declaration being incorporated herein as if set forth at length, and terms used herein having the same meaning as in the Declaration;

(b) participate in mergers and consolidations with other non-profit corporations organized for the same purposes, provided that any such merger or consolidation shall have the assent of the members entitled to cast not less than two-thirds (2/3) of the aggregate of the votes of both classes of membership; and

(c) have and exercise any and all powers, rights and privileges which a corporation organized under the Texas Non-Profit Corporation Act, V.A.C.S., article 1396, by law may now or hereafter have or exercise, subject only to the limitations set forth in the Declaration.

Notwithstanding the foregoing enumeration of purposes, the Association will not perform any activity not permitted for a homeowner's

association exempt from tax under Section 528 of the Internal Revenue Code, or any subsequent corresponding revenue statute.

ARTICLE VI

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

ARTICLE VII

The Association shall have the following two classes of membership which shall have identical rights, powers and relative preferences except with respect to voting rights:

Class A. Except as provided under "Class B" below, each Owner of a Lot (as defined in the Declaration) shall be a Class A member. Each Class A member shall be entitled to one vote for each Lot in which he holds the full fee interest. When the full fee interest in any Lot is held by more than one person or entity, all such persons or entities shall be members, and the vote for such Lot shall be exercised as they among themselves determine, or, in the absence of any such determination, by a majority of such persons or entities, but

in no event shall more than one vote be cast with respect to any Lot nor shall fractional votes be cast.

Class B. The Class B member(s) shall be Declarant and shall be entitled to ten (10) votes for each Lot in which it holds the full fee interest, provided that the Class B membership shall be converted to Class "A" membership one (1) year from the date of the filing of the Declaration in the office of the County Clerk of Harris County, Texas. "Declarant" shall mean and refer to The Aran Group, a joint venture composed of Inversora Arar N.V., a Netherlands Antilles corporation, and The Newcomb Partnership, a Texas general partnership, with its principal offices in Houston, Texas ("The Aran Group"), and its successors and assigns, if any, if such successor or assign is designated in writing by The Aran Group as a successor to or assignee of the rights of The Aran Group set forth in the Declaration.

ARTICLE VIII

A. The affairs of this Association shall be managed by the Board of Directors, the members of which need not be members of the Association. The number of directors shall initially be three (3), but thereafter the number may be changed by amendment of the By-laws of the Association. The names and addresses of the persons who are to act in the capacity of initial directors until the selection and qualification of their successors are:

	<u>Name</u>	<u>Address</u>
1.	Directorship No. 1-- David M. Newcomb	50 Briar Hollow Lane Suite 303 East Houston, Texas 77027
2.	Directorship No. 2-- Alan E. Adler	50 Briar Hollow Lane Suite 303 East Houston, Texas 77027
3.	Directorship No. 3-- Joaquin Avellan	2077 S. Gessner Suite 125 Houston, Texas 77063

B. At each election for directors every member entitled to vote at such election shall have the right to vote, in person or by proxy, for as many persons as there are directors to be elected; members are expressly precluded from cumulating their votes for directors.

ARTICLE IX

The Association may be dissolved with the assent given in writing and signed by members entitled to cast not less than ninety percent (90%) of the votes of each class of membership, or, if there is only one class of membership at the time of such dissolution, with the assent given in writing and signed by members entitled to cast not less than ninety percent (90%) of the votes of such class of membership. Upon dissolution of the Association, other than incident to a merger or consolidation, the assets of the Association, if any, shall vest in the Owners, who

shall thereafter own equal, undivided interests in and to such assets.

ARTICLE X

Amendment of these Articles shall require the assent of members entitled to cast not less than seventy percent (70%) of the votes of each class of membership, or, if there is only one class of membership at the time of such amendment, with the assent given in writing and signed by members entitled to cast not less than seventy percent (70%) of the votes of such class of membership.

ARTICLE XI

The name and street address of each incorporator is:

<u>Name</u>	<u>Address</u>
Edwin Dwaine Machann	1100 Esperson Buildings Houston, Texas 77002
P. Blake Hedblom	1100 Esperson Buildings Houston, Texas 77002
Edward E. Hartline	1100 Esperson Buildings Houston, Texas 77002

IN WITNESS WHEREOF, we have hereunto set out hands, this 4th day of November, 1977.

Edwin Dwaine Machann
Edwin Dwaine Machann

P. Blake Hedblom
P. Blake Hedblom

Edward E. Hartline
Edward E. Hartline

THE STATE OF TEXAS §
 §
COUNTY OF HARRIS §

I, Susan Garrett, a Notary Public, do hereby certify on this 4th day of November, 1977, personally appeared before me, Edwin Dwaine Machann, P. Blake Hedblom and Edward E. Hartline, who each being by me first duly sworn severally declared that they are the persons who signed the foregoing documents as incorporators, and that the statements therein contained are true.

IN WITNESS WHEREOF, I have hereunto set my hand and seal the day and year written above.

Susan Garrett
Notary Public in and for
Harris County, Texas

11-4-77 892255 of 362531 - A PD 10.00
11-4-77 892232 of 362501 - A PD 59.25

1362581

DECLARATION

OF

COVENANTS, CONDITIONS AND RESTRICTIONS

179-16-2194

FOR

ANDERSON PARK

lee

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

THAT WHEREAS, Declarant is the owner of that certain real property in Harris County, Texas, described in Exhibit "A" attached hereto and made a part hereof for all purposes (hereinafter called "the Property"), subject to the liens, encumbrances, restrictions and other matters currently of record with the County Clerk of Harris County, Texas, but only to the extent that such items are current and enforceable against the Property;

WHEREAS, Declarant desires to provide for the preservation of the values in the community and for the maintenance of common areas on the Property;

WHEREAS, Declarant desires to assure all owners of lots within the Property that open space will continuously be preserved for the benefit of each such owner and that provision shall be made for the security of persons and property;

WHEREAS, Declarant desires that all owners of lots within the Property be assured that property values, open space and common areas will be maintained;

WHEREAS, to accomplish the objectives set forth hereinabove, Declarant desires to subject the Property to the covenants, restrictions, easements, charges and liens, hereinafter set forth, each and all of which is and are for the benefit of the Property and each owner thereof;

NOW THEREFORE, Declarant hereby declares that the Property is and shall be held, transferred, sold, conveyed and occu-

NOT (DMA)
BULTEA BINION RICE COOK & KNAPP
515 WALKER ESPERSON BLDG.
HOUSTON TEX 02

ried subject to the following easements, restrictions, covenants, conditions, charges and liens (hereinafter sometimes called "the covenants and restrictions"), which easements, restrictions, covenants, conditions, charges and liens shall run with the Property and shall be binding on all parties having or acquiring any right, title or interest, whether legal or equitable, in the Property or any part thereof, and shall inure to the benefit of each owner thereof.

ARTICLE I

DEFINITIONS

Section 1. "The Association" shall mean and refer to ANDERSON PARK COMMUNITY ASSOCIATION, INC., a Texas non-profit corporation organized pursuant to the Texas Non-Profit Corporation Act, V.A.C.S., art. 1396, its successors and assigns.

Section 2. "The Common Area" shall mean the real property to be conveyed to the Association by Declarant pursuant to Article IV hereof for the benefit and for the common use and enjoyment of the Owners.

Section 3. "Lot" shall mean and refer to each building site on the Property (which does not include the Common Area) on which there is or will be constructed a single-family townhouse which is to be individually and separately owned. Declarant shall be the owner of all of said Lots SAVE AND EXCEPT only those particular lots which Declarant conveys in fee simple title by recordable deed from and after the date hereof.

Section 4. "Owner" shall mean and refer to the record Owner, whether one or more persons or entities, of a fee simple title to any Lot which is a part of the Property, but excluding those having such interest merely as security for the performance of an obligation.

Section 5. "Declarant" shall mean and refer to The Aran Group, a joint venture composed of Inversora Arar N.V., a Netherlands Antilles corporation, and The Newcomb Partnership, a Texas general

partnership ("The Aran Group"), with its principal offices in Houston, Texas, and its successors and assigns if such successors or assigns are designated in writing by The Aran Group as a successor or assign of the rights of The Aran Group set forth herein.

Section 6. "Townhouse" shall mean cluster or townhouse (detached, semi-attached and/or attached) single-family dwelling units.

Section 7. "Construction Period" shall mean that period of time from the date hereof until all Lots within the Properties are conveyed to Owners other than Declarant and construction of Townhouses on such Lots has been completed; provided, however, that the Construction Period as defined immediately preceding shall be terminated thirty (30) days after written notice from Declarant to the Association of Declarant's intention to terminate the Construction Period; provided, further, that notwithstanding the above, the Construction Period shall be terminated no later than one (1) year from the date hereof.

ARTICLE II

Membership

Every person or entity who is a record Owner of a fee or undivided fee interest in any Lot which is subject to the covenants and restrictions of this Declaration shall be a member of the Association. The foregoing is not intended to include persons or entities who hold an interest merely as security for the performance of an obligation. Membership shall be appurtenant to and may not be separate from ownership of any Lot which is subject to assessment by the Association. The membership held by any Owner shall not be alienated, transferred or pledged in any way except by the sale or encumbrance of such Lot and, then, only to the purchaser or mortgagee of such Lot.

ARTICLE III

Voting Rights

The Association shall have two classes of voting membership:

Class A. Except as provided under "Class B" below, each Owner as defined in Article I shall be a Class A member. Each Class A member shall be entitled to one vote for each Lot in which he holds the full fee interest. When the full fee interest in any Lot is held by more than one person or entity, all such persons or entities shall be members, and the vote for such Lot shall be exercised as they among themselves determine or, in the absence of any such determination, by a majority of such persons or entities, but in no event shall more than one vote be cast with respect to any Lot nor shall fractional votes be cast.

Class B. The Class B member(s) shall be Declarant. The Class B member(s) shall be entitled to ten (10) votes for each Lot in which such member(s) holds the full fee interest, provided that the Class B membership shall be converted to Class A membership one (1) year from the date of the filing hereof in the Office of the County Clerk of Harris County, Texas.

ARTICLE IV

Property Rights in Common AreaSection 1. Members' Beneficial Interest of Enjoyment.

Every Owner and the Declarant shall have a beneficial interest of use and enjoyment in and to the Common Area and such interest shall be appurtenant to and shall pass with the title to every Lot, subject to the following provisions:

- (a) the right of the Association to publish rules and regulations governing use of the Common Area and any improvements and facilities which may be located thereon, and to establish and enforce penalties for infractions thereof;

(b) (i) the right of the Association to levy and collect assessments, as hereinafter provided;

(ii) the right and duty of the Association to suspend the voting rights of a member for any period during which any assessment against his Lot remains unpaid; and for a period not to exceed sixty (60) days for any infraction of its published rules and regulations;

(c) (i) the right of Declarant during the Construction Period to dedicate or transfer all or any part of the Common Area to any public agency, authority or utility; and

(ii) the right of the Association after the Construction Period to dedicate or transfer all or any part of the Common Area to any public agency, authority or utility for such purposes and subject to such conditions as may be agreed to by the members. No such dedication or transfer after the Construction Period shall be effective unless an instrument signed by the members entitled to cast two-thirds of the aggregate of the votes of the Class A membership and Class B membership (if any) has been recorded, agreeing to such dedication or transfer, and unless written notice of the proposed action is sent to every member not less than ten (10) days nor more than fifty (50) days in advance of any action taken;

(iii) the right of the Association to borrow money and pledge the Common Area as security for such loans upon the approval thereof by members entitled to cast two-thirds of the aggregate votes of both Class A and Class B (if any) membership; provided, however, that the Association shall not have the authority or power to pledge the Common Area or any part thereof until after such time as that certain Deed of Trust dated March 29, 1977, executed by Declarant in favor of First International Bank in Houston, N.A., filed for record

under Clerk's File No. F-089739, Office of the County Clerk, Harris County, Texas, has been fully and finally released of record.

(d) the right of the Association to adopt, implement and maintain a private security system, a garbage collection system and an exterior lighting system for all public and private drives and streets, for the Property consistent with applicable laws;

(e) the right of the Association to establish rules and regulations governing traffic and parking on the private streets within the Common Area, and to establish sanctions for any violation or violations of such rules and regulations;

(f) the right of the Association to regulate noise within the Property, including, without limitation, the right of the Association to require mufflers on engines or to prohibit the use of devices producing excessive noise;

(g) the right of the Association to control the visual attractiveness of the Property.

Section 2. Title to the Common Area. By execution and delivery of this Declaration, the Declarant hereby covenants that prior to sale of the first Lot to an Owner other than Declarant it will convey fee simple title to the Common Area described on Exhibit "B" attached hereto and made a part hereof to the Association, for the benefit and use of the Owners. As a right running with the real property and subject to the provisions of Section 1 of this Article IV, ownership of each Lot shall entail the use, benefit and enjoyment of all of the Common Area, including, but not limited to, walks, pavements, driveways, parking areas, entrances and exits owned by the Association, and there shall always be access by both pedestrians and vehicles to and from each Lot (or designated private parking space with respect to vehicles) to

a street dedicated to public use without hindrance of
cation ways by the Association and/or Owners. Assoc.
hold legal title to the Common Area in severalty pursuant to
Declaration.

ARTICLE V

COVENANTS FOR MAINTENANCE ASSESSMENTS

Section 1. Creation of the Lien and Personal Obligation
of Assessments. The Declarant, for each Lot owned within the
Property, hereby covenants, and each Owner of any Lot by accept-
ance of a Deed therefor, whether or not it shall be so expressed
in any such Deed or other conveyance, shall be deemed to covenant
to pay to the Association: (1) annual assessments or charges, and
(2) special assessments for capital improvements, such assessments
to be fixed, established, and collected from time to time as
hereinafter provided. The annual and special assessments (to-
gether with such interest thereon and costs of collection thereof,
including attorneys' fees, as hereinafter provided), shall be a
charge on the land and shall be a continuing lien upon the prop-
erty against which each such assessment is made. Each such assess-
ment, together with such interest, costs, and attorney's fees also
shall be the personal obligation of the person who was the Owner
of such property at the time when the assessment fell due.

Section 2. Purpose of Assessments. The assessments
levied by the Association shall be used exclusively for the pur-
pose of promoting the health, safety and welfare of the residents
in the Property and in particular for the improvement, maintenance
and preservation of the Property, services, and facilities devoted
to said purposes and related to the use and enjoyment of the
Common Area, and of the Townhouses situated upon the Property.
Such uses may include, but are not limited to, the cost to the
Association of the following: all insurance, repair, replacement
and maintenance of the Common Area; fire, extended coverage and

liability insurance for the Townhouses; maintenance of the exteriors of the Lots or Townhouses as may from time to time be authorized by the Association; construction of other facilities; maintenance of easements upon, constituting a part of, appurtenant to or for the benefit of the Property (including pipes and other facilities necessary or appurtenant to utilities serving more than one Townhouse); mowing grass, caring for the grounds and landscaping; maintenance of roofs and exterior surfaces of the Townhouses and carports or parking areas; garbage pickup; pest control; maintenance of the streets; outdoor lighting; security service for the Property and Townhouses; water and sewer service furnished to the Townhouses by or through the Association; discharge of any liens on the Common Area; and other charges required by this Declaration or other charges that the Association is authorized to incur which the Association shall determine to be necessary or desirable to benefit the Owners, including the establishment and maintenance of a reserve for repair, maintenance, and other charges as specified herein.

Section 3. Basis and Maximum of Annual Assessments.

(a) Until January 1, 1979, the maximum annual assessment shall be \$720.00 per Lot; provided, however, the maximum annual assessment for the calendar year in which the first Lot is sold shall be \$600.00.

(b) From and after January 1, 1979, the Association may increase the maximum annual assessment effective January 1st of each calendar year upon assent of at least fifty-one percent (51%) vote of the Class A members who are voting in person or by proxy at the annual meeting or at a special meeting duly called for the purpose of increasing the annual assessment, written notice of which setting forth the purpose of the meeting shall be sent to all members not less than ten (10) days nor more than fifty (50) days in advance of the

meeting. After consideration of current maintenance costs and future needs of the members and the Property, the Association may levy the annual assessments at an amount not in excess of the maximum annual assessment approved by the members in accordance herewith.

(c) Commencing sixty (60) days after the first conveyance by Declarant of a Lot subject to this Declaration to an Owner other than Declarant and as long thereafter as there is a Class B membership, the Association shall levy and collect from the Class B member an annual assessment, at the same rate charged to Class A members, for each Lot owned by the Class B member. The Class B member shall not be assessed for a particular Lot subsequent to the conveyance of said Lot to a Class A member.

Section 4. Special Assessments for Capital Improvements.

In addition to the annual assessments authorized above, the Association may levy in any assessment year a special assessment, applicable to that year only, for the purpose of defraying, in whole or in part, the cost of any construction or reconstruction, unexpected repair or replacement of a capital improvement upon the Common Area, including the necessary fixtures and personal property related thereto, provided that any such special assessment shall have the assent of fifty percent (50%) of the votes of both classes of members who are voting in person or by proxy at the annual meeting or at a special meeting duly called for this purpose, written notice of which shall be sent to all members not less than ten (10) days nor more than fifty (50) days in advance of the meeting setting forth the purpose of the meeting.

Section 5. Quorum for Any Action Authorized Under Sections 3 and 4. At any meeting, the presence, in person or by proxy, at the meeting of members entitled to cast sixty percent (60%) of the votes of each class of membership shall constitute a

quorum. If the required quorum is not forthcoming at any meeting, another meeting may be called, subject to proper notice as set forth in Sections 3 and 4, and the required quorum at any such subsequent meeting shall be the presence, in person or by proxy, of members entitled to cast thirty percent (30%) of the votes of each class of membership. No such subsequent meeting shall be held more than fifty (50) days following the preceding meeting.

Section 6. Uniform Rate of Assessment. Both annual and special assessments must be fixed at a uniform rate for all Lots based on square footage regardless of location, and shall be collected in accordance with the provisions of Section 7 hereof.

Section 7. Date of Commencement of Annual Assessments:
Due Dates. The Association shall fix the amount of the annual assessment against each Lot to be assessed at least thirty (30) days in advance of each assessment year, which shall be the calendar year; provided, however, that the Association shall have the right to adjust the annual assessment upon thirty (30) days' written notice given to each Owner, as long as any such adjustment does not exceed the maximum permitted hereunder. Written notice of the annual assessment shall be sent as soon as is practicable to every Owner subject thereto. The annual assessment for the assessment year in which the first Lot is sold to someone other than Declarant shall be due and payable on the date such Lot is conveyed and shall be prorated based upon the number of months remaining in that calendar year. After the first assessment year, the annual assessment for each succeeding calendar year shall be due and payable in advance on January 1st of that year. The Association shall, upon demand at any time furnish a certificate in writing signed by an officer of the Association setting forth whether the annual and special assessments on a specified Lot have been paid and the amount of any delinquency. A reasonable charge may be made by the Association for the issuance of these certifi-

cates. Such certificates shall be conclusive evidence of payment of any assessment therein stated to have been paid.

Section 8. Effect of Non-Payment of Assessments: Remedies of the Association.

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

(b) Delinquency. Any assessment provided for in this Declaration which is not paid when due shall be delinquent. With respect to each assessment not paid within ten (10) days after its due date, the Association may, at its election, require the Owner to pay a "late charge" in a sum to be determined by the Association, but not to exceed \$15.00 per each delinquent assessment. If any such assessment is not paid within thirty (30) days after the delinquency date, the assessment shall bear interest from the date of delinquency until paid at the rate of nine and one-half percent (9-1/2%) per annum, and the Association may, at its option, bring an action at law against the Owner personally obligated to pay

the same, or, upon compliance with the notice provisions set forth in Subparagraph (c) of this Section 8, foreclose the lien against the Lot, and there shall be added to the amount of such assessment the late charge, the costs of preparing and filing the complaint in such action, and in the event a judgment is obtained, such judgment shall include said interest and a reasonable attorneys' fee, together with costs of action. Each Owner vests in the Association, or its assigns, the right and power to bring all actions at law or lien foreclosures against such Owner for the collection of such delinquent assessments. Under no circumstances, however, shall the Declarant or the Association be liable to any Owner or to any other person or entity for failure or inability to enforce or attempt to enforce any assessments.

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

(d) Foreclosure Sale. Any such sale provided for above is to be conducted in accordance with the provisions applicable to the exercise of powers of sale in mortgages and deeds of trust, or in any other manner permitted by law. The

Association, through duly authorized agents, shall have the power to bid on the Lot at foreclosure sale and to acquire and hold, lease, mortgage and convey the same.

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

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

Section 9. Subordination of the Lien to Mortgages. The lien of the assessments provided for herein shall be subordinate to the lien of any mortgage or mortgages granted or created by the Owner of any Lot to secure the payment of monies advanced and used for the purpose of purchasing and/or improving such Lot; including without limitation the liens granted by Declarant and now held by First International Bank in Houston, N.A. referred to hereinabove. Sale or transfer of any Lot shall not affect the assessment lien; provided, however, the sale or transfer of any Lot pursuant to a foreclosure under such purchase-money or improvement mortgages, or the mortgage in favor of First International Bank in Houston, N.A., shall extinguish the lien of such assessments as to payments thereof coming due prior to such sale or transfer. No sale or transfer shall relieve such Lot from liability for any assessments thereafter becoming due or from the lien thereof.

Section 10. Exempt Property. The following property subject to this Declaration shall be exempt from the assessments created herein:

(a) All properties dedicated to and accepted by a local public authority, and

(b) the Common Area.

However, no land or improvements devoted to dwelling use shall be exempt from said assessments, except that Lots owned by Declarant shall be exempt from assessments for a period of sixty (60) days after the initial conveyance of a Lot to an Owner other than the Declarant.

Section 11. Insurance.

(a) The Association, or its duly authorized agent, shall have the authority to and shall obtain a broad form public liability policy covering all Common Area, and all damage or injury caused by the negligence of the Association or any of its agents. The Association shall also obtain and maintain blanket fire and extended casualty insurance at replacement value for all the Townhouses (exclusive of any improvements, additions or betterments made to such Townhouses by the Owners) and all improvements and items of personal property, if any, in the Common Area held by the Association. Said insurance may include coverage against vandalism. Premiums for all such insurance shall be common expenses payable out of assessments. All such insurance coverage shall be written in the name of the Association and the Owners in accordance with the terms of this Declaration, and the Owners will cooperate with the Association by doing any and all such acts and things as may be necessary to effect such insurance. It shall be the individual responsibility of each Owner at his own expense to provide, as he sees fit, liability insurance, theft insurance, insurance on

any interior improvements, additions or betterments made by such Owner to his Townhouse, and other insurance covering personal property damage and loss.

(b) In the event of damage or destruction by fire or other casualty to any Townhouse, storage area or other property covered by insurance carried and maintained by the Association, the insurance proceeds shall be paid to the Association (notwithstanding any provision to the contrary in any mortgage or mortgages covering any such property), and the Association shall, to the extent the Association receives the insurance proceeds, have the duty and obligation to repair or rebuild such damaged or destroyed portions of the Townhouse and storage area in a good and workmanlike manner in strict conformance with the original plans and specifications of said Townhouse or other property. The Owners shall have the duty and obligation to sign any documents or do any things which may be reasonably necessary to enable the Association to fulfill its obligation to collect and receive such insurance proceeds and to repair or rebuild such damaged property.

(c) In the event that the Declarant pays, on behalf of the Association, the initial premiums for insurance obtained by the Association, Declarant shall be reimbursed the full amount of such initial premiums by the Association upon demand made by Declarant after the Association shall have collected sufficient assessments from the Owners with which to reimburse Declarant therefor.

ARTICLE VI

PARTY WALLS

Section 1. General Rules of Law to Apply. Each wall which is built as a part of the Townhouses upon the Property and placed on the dividing line between the Lots shall constitute a

party wall, and, to the extent not inconsistent with the provisions of this Article, the general rules of law regarding party walls and liability for property damage due to negligence or willful acts or omissions shall apply thereto. The owner of a Townhouse shall not cut through or make any penetration through a party wall for any purpose whatsoever.

Section 2. Sharing of Repair and Maintenance. The cost of reasonable repair and maintenance of a party wall shall be shared by the Owners who make use of the wall in equal proportions.

Section 3. Weatherproofing. Notwithstanding any other provisions of this Article, to the extent that such damage is not covered and paid by the insurance provided for herein, an Owner, who by his negligent or willful act causes the party wall to be exposed to the elements shall bear the whole cost of furnishing the necessary protection against such elements.

Section 4. Right to Contribution Runs with Land. The right of any Owner to contribution from any other Owner under this Article shall be appurtenant to and run with the land and shall pass to such Owner's successors in title.

Section 5. Damage or Destruction by Fire or Other Casualty. If any such party wall is damaged or destroyed by fire or other casualty or by some cause other than the act of one of the adjoining Owners, his agents, invitees, guests or members of his family (including ordinary wear and tear and deterioration from lapse of time), then, in such event, both such adjoining Owners shall proceed forthwith to rebuild or repair the same to as good condition as formerly, in proportion to their respective use of the party wall, provided, however, any and all proceeds from applicable insurance policies obtained by the Association will be available to offset the expense of such repairs.

Section 6. Damage Caused by One Owner. If any such party wall is damaged or destroyed through the act of one adjoining Owner or any of his agents or invitees or guests or members of his family (whether or not such act is negligent or otherwise culpable) so as to deprive the other adjoining Owner of the full use and enjoyment of such wall, then the first of such Owners shall forthwith proceed to rebuild and repair the same to as good condition as formerly, without cost to the adjoining Owner, provided, however, any and all proceeds from applicable insurance policies obtained by the Association will be available to offset the expense of such repairs.

ARTICLE VII

ARCHITECTURAL CONTROL

No building, fence, wall or other structure (including but not limited to television antennas and other protrusions from a window or roof, lawn sprinkler systems, landscaping, and outdoor lighting) shall be commenced or erected upon any Lot after its purchase from Declarant, nor shall any exterior addition to or change or alteration therein be made until the plans and specifications showing the nature, kind, shape, height, materials, and location of the same shall have been submitted to and approved in writing by either Declarant or Association, as appropriate, as to harmony of external design and location in relation to surrounding structures and topography. Until the end of the Construction Period, plans and specifications for proposed changes or alterations shall be submitted to Declarant for approval or disapproval. From and after such time, plans and specifications shall be submitted for approval or disapproval by the Association, or by an architectural committee composed of three (3) or more representatives appointed by the Association. In the event the appropriate approving authority (Declarant during the Construction Period and Association or its appointed representatives thereafter) fails to

approve or disapprove such design and location within
days after said plans and specifications have been
it, such plans and specifications will be deemed disapproved.

ARTICLE VIII

MAINTENANCE

In addition to maintenance upon the Common Area, the Association (or its representative) shall have the right to enter upon any Lot for the purpose of performing its duties hereunder and shall provide exterior maintenance upon each Lot which is subject to assessment hereunder, as follows: paint, repair, replace and care for exteriors of roofs, gutters, downspouts, exterior fence or wall surfaces and structures, exterior building surfaces (excluding glass, windows, door fixtures and hardware), trees, shrubs, grass, outdoor lighting, walks, driveways, parking areas, and other exterior improvements (but excluding all patio areas), and any other items the Association is obligated to maintain pursuant to the provisions hereof. The necessity for exterior maintenance shall be determined solely by the Association. Maintenance and repair of all other areas and items shall be the sole responsibility of the individual Owner, unless the Association in its discretion shall determine that maintenance, repair or care of other items or areas by the Association or its representative would be in the best interest of the Owners.

In the event that the need for maintenance or repair is caused through the willful or negligent act of the Owner, his family, or agents, or guests, or invitees, and is not covered or paid for by insurance on such Lot, the cost of such maintenance or repairs shall be added to and become a part of the assessment to which such Lot is subject.

Telephone service shall be available to each Lot. Service between the telephone company's main lines and an individual residence shall be by way of underground conduit. Such

conduit system shall be owned and maintained by the Association, but all service wires therein shall be installed, owned and maintained by the telephone utility.

Water service shall be provided to each Lot by way of a water distribution system owned by the Association and connected by means of master meters to City of Houston mains. The distribution system between the point of connection to the City of Houston mains and the points where the pipe penetrates the exterior wall of each residence shall be the property of the Association and shall be operated and maintained by the Association.

Sanitary sewer service shall be provided to each Lot by means of a sanitary sewer collection system owned by the Association, which sanitary sewer collection system shall be connected to City of Houston sanitary sewer system for final treatment. That portion of the sanitary sewer service line from the point that it connects to the collection system owned by the Association to and throughout the residence shall be owned and maintained by the Owner.

ARTICLE IX

USE RESTRICTIONS

Section 1. All buildings or structures on the Property shall be of new construction.

Section 2. Each Lot conveyed shall be designated by a separate legal description or Lot number and shall constitute a freehold estate subject to the terms, conditions and provisions hereof.

Section 3. The Lots shall be used only for single-family residential purposes, as a private residence for the Owner, his family, invitees and tenants, and no professional, business or commercial use shall be made of the same, or any portion thereof; provided, however, that Declarant and its designated assignees may use one or more Lots, or the Townhouse or Townhouses situated

thereon, as sales offices and/or furnished models during the Construction Period. Upon the approval of the Association, two or more Lots or portions thereof may be combined for the construction of a single Townhouse. No Owner or resident shall use a Lot in such a manner so as to endanger the health or disturb the reasonable enjoyment of any other Owner or resident.

The parking spaces assigned to each Townhouse shall be used for the parking of operative vehicles only. Said parking area shall not be used for a storage area for parts, machinery, inoperative cars, boats or anything judged to be a nuisance by the Association or its appointed representative.

No drilling, digging, quarrying or mining operation of any sort shall be permitted on the Lots.

Section 4. No buildings other than Townhouses shall be constructed on the Lots.

Section 5. No building or structure shall be moved onto said Lots.

Section 6. No structure of a temporary character, trailer, basement, tent, shack, garage, barn, or other outbuildings shall be used on any Lot at any time; provided, however, that Declarant (or its designated assignees) may erect temporary structures during the Construction Period for use in connection with the construction of the Townhouses.

Section 7. No advertising signs (except one "For Sale" sign of not more than five square feet per Lot), billboards, unsightly objects, or nuisances shall be erected, placed or permitted to remain on said Lots.

Section 8. The foregoing covenants of this Article IX shall not apply to the activities of the Association or its appointed representatives. Declarant (or its designated assignees) may maintain, while constructing and selling the Townhouses, in or upon such portions of the Property as Declarant determines, such

facilities as in its sole discretion may be necessary or convenient, including, but without limitation, offices, storage areas, model units and signs.

Section 9. No animals, livestock or poultry of any kind shall be raised, bred, or kept on any Lot, except dogs, cats or other common household pets (not to exceed a total of two (2) pets per Townhouse) may be kept, provided that they are not kept, bred or maintained for any commercial purposes. All permitted household pets shall be kept inside the Townhouse and enclosed patio of such Townhouse at all times, except that pets may be taken to areas designated by the Association (or Declarant during the Construction Period) if such pets are and remain leashed at all times when outside a Townhouse.

Section 10. All rubbish, trash, or garbage from a Townhouse shall be kept in areas designated for such purposes by the Association, and shall be regularly removed from the Lots, and shall not be allowed to accumulate thereon.

Section 11. Outdoor drying of clothes shall not be permitted.

Section 12. Without prior written authorization of the Association no television or radio antennas of any sort shall be placed, allowed or maintained on any Lot or any portion of the exterior of the improvements located on the property, nor upon any structure situated upon the property (except those placed thereon by Declarant or its designated assignees).

Section 13. All fixtures and equipment installed within a Townhouse, commencing at a point where the utility lines, pipes, wires, conduit or systems enter the Lot of the Owner, shall be maintained and kept in repair by the Owner thereof; provided, however, if any such fixture or equipment serves more than one Townhouse (e.g., the common water lines), said fixture or equipment shall be maintained and kept in repair by the Association.

An Owner shall do no act nor any work that will impair the structural soundness or integrity of another Townhouse or impair any easement or hereditament, nor do any act nor allow any condition to exist which will adversely affect the other Townhouses or their Owners.

Section 14. No vehicle shall be parked on streets or in driveways but shall at all times be parked in designated parking spaces. For a period not to exceed forty-eight (48) hours, guests and invitees of Owners of Lots may park their vehicles in the surface parking areas within the Property provided for such purpose. Such surface parking areas are not intended for use for parking or storing boats, trailers, camping units, parts, machinery, inoperative or unlicensed cars, or anything judged to be a nuisance by the Association or its appointed representative, and the Association may insure the proper use of said areas in such legal manner it deems necessary.

Section 15. Except in the individual enclosed patio and/or terrace area appurtenant to a Townhouse, as designated on Declarant's plans for such Townhouse, no planting, transplanting or gardening shall be done; and no fences, hedges or walls shall be erected or maintained upon said property, except as installed in accordance with the initial construction of the building or as approved by Declarant during the Construction Period or by the Association after said Construction Period. All other area outside of the exterior surfaces of a Townhouse, whether or not within a Lot, shall be maintained and deemed to be a part of the Common Area for purposes of maintenance, care and regulation. Maintenance, upkeep and repairs of any terrace or patio area shall be the sole responsibility of the individual Lot Owner and not in any manner the responsibility of the Association.

Section 16. No Owner shall use or discharge or permit the use or discharge, on or from his Townhouse or elsewhere on the

Property, any pistol, rifle (including a pellet gun, air rifle or pistol), shotgun or any other firearm, or any bow or arrow, or any other device capable of killing or injuring or causing property damage.

Section 17. No Owner shall build or permit to be built any open fires in his Townhouse or elsewhere on the Property; provided, however, that this Section shall not be construed as precluding the use by any Owner of his interior fireplace or of small and safe outdoor cooking facilities such as charcoal grills, but only within his interior patio. No provision of this Declaration shall prohibit the Declarant, or his successors and assigns, from burning excess trash and debris in proper open areas within the development during the course of construction.

ARTICLE X

EASEMENTS

Section 1. Each Townhouse and the property included in the Common Area shall be subject to an easement for encroachments created by construction including reconstruction after loss by fire or any other casualty, natural movement and over-hang of the structures built by Declarant and/or Association. A valid easement for said encroachments and for the maintenance of same, so long as they stand, shall and does exist. Said easement shall not be considered an unlimited easement and the final decision as to the reasonableness of such easement shall rest with the Declarant during the Construction Period, and thereafter such decision shall rest with the Association.

Section 2. There is hereby created a blanket easement upon, across, over, through and under all of the Property for ingress and egress, installation, replacing, repairing and maintaining utilities, including, but not limited to, water, sewer, telephone, electricity and gas. Also, there is hereby created a blanket easement upon, across, over, through and under all of the

Property for ingress and egress for the purpose of maintaining building exteriors and landscape, shrubs and grass. By virtue of this easement, it shall be expressly permissible for the utility companies to affix and maintain pipes, wires, conduits, or other service lines on, above, across, through and under the roofs and exterior walls of the Townhouses. Notwithstanding anything to the contrary contained in this paragraph, no sewer, electrical lines, water lines, or other utilities may be installed or relocated on the Property until approved by the Declarant during the Construction Period or by the Association thereafter. In the event that any utility company furnishing a service covered by the general easement herein provided requests a specific easement on the Property by separate recordable instrument, the Declarant during the Construction Period and the Association thereafter shall have the right to grant such easement on said property without conflicting with the terms hereof, provided that the granting of any such easement does not adversely affect any mortgage theretofore given to secure either a purchase money or improvement loan on any Lot affected by such easement.

Section 3. In the event an underground electric distribution system is installed, the Association shall, at its cost, furnish, install, own and maintain (all in accordance with the requirements of local governing authorities and the National Electrical Code) the underground service cable and appurtenances from the point of the electric company's metering on each structure to the point of attachment at such company's installed transformers or energized secondary junction boxes, such point of attachment to be made available by the electric company at a point designated by such company at the property line of each Lot. The electric company furnishing service shall make the necessary connections at said point of attachment and at the meter. In addition the Association shall, at its cost, furnish, install, own and maintain a meter loop (in accordance with the then current standards and

specifications of the electric company furnishing service) for the location and installation of the meter of such electric company for each structure. For so long as underground service is maintained, the electric service to each Lot shall be uniform in character and exclusively of the type known as single phase, 120/240 volt, three wire, 60 cycle, alternating current.

Section 4. The Owners of the respective Lots shall not be deemed to separately own pipes, wires, conduits, or other service lines running through their property which are utilized for or serve other Lots, but each Owner shall have an easement in and to the aforesaid facilities as shall be necessary for the use, maintenance and enjoyment of his Lot.

Section 5. Easements for the installation and maintenance of utilities and drainage facilities are reserved as shown by the instruments recorded in the office of the County Clerk of Harris County, Texas, and by instruments that may hereafter be recorded in said office as provided in Section 2 of this Article X above. Copies of these shall be kept on file by the Association. Right of use for ingress and egress shall be had at all times over any dedicated easement, and for the installation, operation, maintenance, repair or removal of any utility, together with the right to remove any obstruction that may be placed in such easement, that would constitute interference with the use, maintenance, operation or installation of such utility.

Section 6. Easements or underground utility services may be crossed by driveways and walkways provided the Declarant or builder makes prior arrangements with the utility furnishing service. Such easements for underground services shall be kept clear of all other improvements, including buildings, patios, or other pavings, other than crossing walkways or driveways, and neither Declarant nor any utility company using the easements shall be liable for any damage done by either of them or their assigns, their agents, employees, or servants, to shrubbery,

trees, flowers, or other improvements of the Owner located on the land covered by said easements.

ARTICLE XI

GENERAL PROVISIONS

Section 1. Enforcement. The Association or any Owner shall have the right to enforce, by any proceedings at law or in equity, all restrictions, conditions, covenants, reservations, liens and charges now or hereafter imposed by the provisions of this Declaration. Failure by the Association or by any Owner to enforce any covenant or restriction herein contained shall in no event be deemed a waiver of the right to do so thereafter. Similarly, failure by the Association or by any Owner to enforce any one or more covenants or restrictions herein contained shall in no event be deemed a waiver of the right to enforce any other covenant or restriction.

Section 2. Severability. Invalidation of any one of these covenants or restrictions by judgment or court order shall in nowise affect any other provisions and all such other provisions shall remain in full force and effect.

Section 3. Term and Termination; Amendment. The covenants and restrictions of this Declaration shall run with and bind the land, and shall inure to the benefit of and be enforceable by the Association, or the Owner of any Lot subject to this Declaration, their respective legal representatives, heirs, successors, and assigns, for a term of thirty (30) years from the date this Declaration is recorded, after which time said covenants shall be automatically extended for successive periods of ten (10) years; provided, however, that in the event an instrument signed by the Association and by members entitled to cast not less than seventy-five percent (75%) of the aggregate of the votes of both classes of membership and declaring that this Declaration shall be terminated is filed for record in Harris County, Texas, at least one hundred twenty (120) days prior to the end of the initial thirty (30) year period or any subsequent ten (10) year period, then this

Declaration shall terminate at the end of such 30-year period or such 10-year period, as the case may be. The covenants and restrictions of this Declaration may be amended at any time by an instrument signed by the Association and by members entitled to cast not less than ninety percent (90%) of the aggregate of the votes of both classes of membership; provided only that any such amendment does not adversely affect the validity or priority of any mortgages theretofore given to secure either a purchase money or improvement loan on any Lot. Any amendment must be properly recorded in Harris County, Texas.

Section 4. Mergers and Consolidations. The Association may participate in mergers and consolidations with other non-profit corporations organized for the same purposes, provided that any such merger, consolidation or annexation shall have the assent of two-thirds (2/3) of the aggregate of the votes of both classes of membership.

Section 5. Grammar. The singular wherever used herein shall be construed to mean the plural when applicable, and the necessary grammatical changes required to make the provisions hereof apply either to corporations or individuals, men or women, shall in all cases be assumed as though in each case fully expressed.

Section 6. Assignment by Declarant. If Declarant assigns its rights as Declarant and such Assignee expressly assumes the obligations of Declarant herein, the Aran Group shall be relieved of any further obligations or liabilities hereunder.

IN WITNESS WHEREOF, the undersigned, being the Declarant herein, has hereunto set its hand and seal this 4th day of November 1977.

THE ARAN GROUP

By: INVERSORA ARAR N.V.

By: Joaquin Avellan
 Joaquin Avellan, Agent and
 Attorney-in-Fact

By: THE NEWCOMB PARTNERSHIP

By David M. Newcomb
David M. Newcomb, Partner

By Alan E. Adler
Alan E. Adler, Partner

THE STATE OF TEXAS §
§
COUNTY OF HARRIS §

BEFORE ME, the undersigned, a Notary Public in and for said County and State, on this day personally appeared Joaquin Avellan, Agent and Attorney-in-Fact for Inversora Arar N.V., a Netherlands Antilles corporation, known to me to be the person whose name is subscribed to the foregoing instrument, and acknowledged to me that he executed the same for the purposes and consideration therein expressed, and in the capacity therein stated.

GIVEN UNDER MY HAND AND SEAL OF OFFICE, this 4th day of November, 1977.



Susan Garrett
Notary Public in and for
Harris County, T e x a s

THE STATE OF TEXAS §
§
COUNTY OF HARRIS §

BEFORE ME, the undersigned, a Notary Public in and for said County and State, on this day personally appeared David M. Newcomb, as Partner of The Newcomb Partnership, a general partnership, known to me to be the person whose name is subscribed to the foregoing instrument, and acknowledged to me that he executed the same for the purposes and consideration therein expressed, and in the capacity therein stated.

GIVEN UNDER MY HAND AND SEAL OF OFFICE, this 4th day of November, 1977.



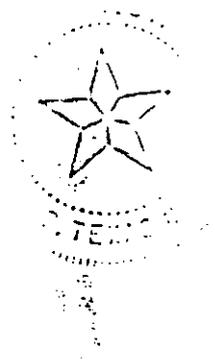
Susan Garrett
Notary Public in and for
Harris County, T e x a s

THE STATE OF TEXAS §
§
COUNTY OF HARRIS §

BEFORE ME, the undersigned, a Notary Public in and for said County and State, on this day personally appeared Alan E. Adler, as Partner of The Newcomb Partnership, a general partnership, known to me to be the person whose name is subscribed to the foregoing instrument, and acknowledged to me that he executed the same for the purposes and consideration therein expressed, and in the capacity therein stated.

GIVEN UNDER MY HAND AND SEAL OF OFFICE, this 4th day of November, 1977.

Susan Garrett
Notary Public in and for
Harris County, T e x a s



SUBORDINATION

First International Bank in Houston, N.A., the present owner and holder of liens against the Property, as hereinabove referred to, for a sufficient consideration received, does hereby covenant, agree, stipulate and declare that all liens of any kind or nature held by the undersigned and applicable to the Property, or any part thereof, are and shall be subordinate and subject to the terms and provisions of this Declaration of Covenants, Conditions and Restrictions for Anderson Park; provided that this subordination shall not be construed to adversely affect the rights of the undersigned as set forth in Section 9 of Article V of said Declaration.

Executed this the 4th day of November, 1977.

ATTEST:

[Signature]
ASST. Cashier

FIRST INTERNATIONAL BANK IN HOUSTON, N.A.

BY [Signature]
Vice-President
FIRST INTERNATIONAL BANK IN HOUSTON, N.A.
First International Bank in Houston, Texas, was formed by the merger of First International Bank & Trust and Citizens Bank & Trust Company, and Houston Bank & Trust and Citizens Bank by merger and change of name.

THE STATE OF TEXAS §

COUNTY OF HARRIS §

BEFORE ME, the undersigned authority, on this day personally appeared [Signature], Vice-President of FIRST INTERNATIONAL BANK IN HOUSTON, N.A., known to me to be the person whose name is subscribed to the foregoing instrument, and acknowledged to me that he executed the same as the act and deed of FIRST INTERNATIONAL BANK IN HOUSTON, N.A., for the purposes and consideration therein expressed, and in the capacity therein stated.

GIVEN UNDER MY HAND AND SEAL OF OFFICE this the 11th day of November, 1977.



[Signature]
Notary Public in and for
Harris County, Texas

AUDREY BETH CRAWFORD
Notary Public in and for Harris County, Texas
My Commission Expires June 28, 1979
S.S. # 450-04-3073

RECORDERS MEMORANDUM:
This instrument is not satisfactory for photographic reproduction due to carbon or photo copy, discolored paper, etc., or due to illegibility. All block-outs, additions and changes were present at time instrument was filed and recorded.

67,028 square feet of land, being Lots One Hundred Forty-Five (145), One Hundred Forty-Six (146), One Hundred Forty-Seven (147) and One Hundred Forty-Eight (148) in WESTHEIMER GARDENS, a subdivision in Harris County, Texas, according to the map or plat thereof recorded in Volume 24, Page 8 of the Map Records of Harris County, Texas, said 67,028 square foot tract of land being more fully described by metes and bounds as follows:

BEGINNING at a 5/8" iron rod found at the intersection of the south R.O.W. line of Beverly Hills Lane and the westerly R.O.W. line of Bering Drive, said 5/8" iron rod marking the northeast corner of Lot 148 and PLACE OF BEGINNING of the tract herein described;

THENCE S 00° 10' 30" W, with the westerly R.O.W. line of Bering Drive, 231.78 feet to a 1/2" iron rod found for the southeast corner of Lot 148 and the southeast corner of the tract herein described;

THENCE N 89° 29' 22" W along the south line of said Westheimer Gardens subdivision, 289.12 feet to a point for corner, said point for corner being the southwesterly corner of Lot 145 and the southwesterly corner of the tract herein described;

THENCE N 00° 10' 30" E, with the westerly line of Lot 145, 231.90 feet to a 5/8" iron rod set on the south R.O.W. line of Beverly Hills Lane, said 5/8" iron rod marking the northwest corner of Lot 145 and the northwest corner of the tract herein described;

THENCE S 89° 28' 00" E, with the south R.O.W. line of Beverly Hills Lane, 289.12 feet to the PLACE OF BEGINNING, and containing 67,028 square feet of land, more or less.

COMMON AREA

35,740.86 sq. ft. (0.82049 Acres)

0.82049 acres of land, more or less, out of Lots 145, 146, 147 and 148 of WESTHEIMER GARDENS, a subdivision in Harris County, Texas, being all of said Lots 145 through 148, SAVE AND EXCEPT six (6) parcels of land, said 0.82049 acres being more particularly described as follows:

67,028 square feet of land, being Lots One Hundred Forty-Five (145), One Hundred Forty-Six (146), One Hundred Forty-Seven (147), and One Hundred Forty-Eight (148) of WESTHEIMER GARDENS, a subdivision in Harris County, Texas, according to the map or plat thereof recorded in Volume 24, Page 8 of the Map Records of Harris County, Texas, said 67,028 square foot tract of land being more fully described by metes and bounds as follows:

BEGINNING at a 5/8" iron rod found at the intersection of the south R.O.W. line of Beverly Hillis Lane and the westerly R.O.W. line of Bering Drive, said 5/8" iron rod marking the northeast corner of Lot 148 and PLACE OF BEGINNING of the tract herein described;

THENCE S 00°10'30" W, with the westerly R.O.W. line of Bering Drive 231.78 feet to a 1/2" iron rod found for the southeast corner of Lot 148 and the southeast corner of the tract herein described;

THENCE N 89°29'22" W along the south line of said Westheimer Gardens subdivision, 289.12 feet to a point for corner, said point for corner being the southwesterly corner of Lot 145 and the southwesterly corner of the tract herein described;

THENCE N 00°10'30" E, with the westerly line of Lot 145, 231.90 feet to a 5/8" iron rod set on the south R.O.W. line of Beverly Hillis Lane, said 5/8" iron rod marking the northwest corner of Lot 145 and the northwest corner of the tract herein described;

THENCE S 89°28'00" E, with the south R.O.W. line of Beverly Hillis Lane, 289.12 feet to the PLACE OF BEGINNING, and containing 67,028 square feet of land, more or less; SAVE AND EXCEPT from said 67,028 square feet of land the following described six (6) parcels of land:

PARCEL NO. 1:

Starting at a place of reference, being the northeast corner of Lot 148 of said Westheimer Gardens subdivision;

THENCE South 0°10'30" West a distance of 23.00 feet to a point;

THENCE North 89°28'00" West a distance of 72.25 feet to the town-house block corner of 8 units, and being the POINT OF BEGINNING;

THENCE South 00°32'00" West a distance of 54.10 feet to a point for southeast corner;

THENCE North 89°28'00" West a distance of 144.66 feet to a point for southwest corner;

THENCE North $00^{\circ}32'00''$ East a distance of 54.1 feet to a point for northwest corner;

THENCE South $89^{\circ}28'00''$ East a distance of 144.66 feet to the POINT OF BEGINNING (containing 0.17966 acres, more or less).

PARCEL NO. 2:

Starting at a place of reference, being the northeast corner of Lot 148 of said Westheimer Gardens subdivision:

THENCE South $0^{\circ}10'30''$ West a distance of 96.53 feet to a point;

THENCE North $89^{\circ}28'00''$ West a distance of 72.25 feet to the townhouse block corner of 8 units, and being the POINT OF BEGINNING:

THENCE South $00^{\circ}32'00''$ West a distance of 54.10 feet to a point for southeast corner;

THENCE North $89^{\circ}28'00''$ West a distance of 144.66 feet to a point for southwest corner;

THENCE North $00^{\circ}32'00''$ East a distance of 54.1 feet to a point for northwest corner;

THENCE South $89^{\circ}28'00''$ East a distance of 144.66 feet to the POINT OF BEGINNING (containing 0.17966 acres, more or less).

PARCEL NO. 3:

Starting at a place of reference, being the northeast corner of Lot 148 of said Westheimer Gardens subdivision:

THENCE South $0^{\circ}10'30''$ West a distance of 154.51 feet to a point;

THENCE North $89^{\circ}28'00''$ West a distance of 10.00 feet to the townhouse block corner of 4 units, and being the POINT OF BEGINNING:

THENCE South $00^{\circ}32'00''$ West a distance of 72.25 feet to a point for southeast corner;

THENCE North $89^{\circ}28'00''$ West a distance of 54.10 feet to a point for southwest corner;

THENCE North $00^{\circ}32'00''$ East a distance of 72.25 feet to a point for northwest corner;

THENCE South $89^{\circ}28'00''$ East a distance of 54.10 feet to the POINT OF BEGINNING (containing 0.08973 acres, more or less);

PARCEL NO. 4:

Starting at a place of reference, being the northeast corner of Lot 143 of said Westheimer Gardens subdivision:

THENCE South $0^{\circ}10'30''$ West a distance of 154.51 feet to a point;

THENCE North $89^{\circ}28'00''$ West a distance of 92.43 feet to the townhouse block corner of 4 units, and being the POINT OF BEGINNING:

THENCE South 00°32'00" West a distance of 72.25 feet to a point for southeast corner;

THENCE North 89°28'00" West a distance of 54.10 feet to a point for southwest corner;

THENCE North 00°32'00" East a distance of 72.25 feet to a point for northwest corner;

THENCE South 89°28'00" East a distance of 54.10 feet to the POINT OF BEGINNING (containing 0.08973 acres, more or less);

PARCEL NO. 5:

Starting at a place of reference, being the northeast corner of Lot 148 of said Westheimer Gardens subdivision:

THENCE South 0°10'30" West a distance of 154.51 feet to a point;

THENCE North 89°28'00" West a distance of 147.58 feet to the townhouse block corner of 4 units, and being the POINT OF BEGINNING:

THENCE South 00°32'00" West a distance of 72.25 feet to a point for southeast corner;

THENCE North 89°28'00" West a distance of 54.10 feet to a point for southwest corner;

THENCE North 00°32'00" East a distance of 72.25 feet to a point for northwest corner;

THENCE South 89°28'00" East a distance of 54.10 feet to the POINT OF BEGINNING (containing 0.08973 acres, more or less);

PARCEL NO. 6:

Starting at a place of reference, being the northeast corner of Lot 148 of said Westheimer Gardens subdivision:

THENCE South 0°10'30" West a distance of 154.51 feet to a point;

THENCE North 89°28'00" West a distance of 229.98 feet to the townhouse block corner of 4 units, and being the POINT OF BEGINNING:

THENCE South 00°32'00" West a distance of 72.25 feet to a point for southeast corner;

THENCE North 89°28'00" West a distance of 54.10 feet to a point for southwest corner;

THENCE North 00°32'00" East a distance of 72.25 feet to a point for northwest corner;

THENCE South 89°28'00" East a distance of 54.10 feet to the POINT OF BEGINNING (containing 0.08973 acres, more or less);

being 0.32049 acres (35,740.86 square feet) of land, more or less.

179-16-2228

STATE OF TEXAS }
COUNTY OF HARRIS }

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

NOV 4 1977



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

FILED

NOV 4 2 40 PM 1977

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

BY-LAWS
OF
ANDERSON PARK COMMUNITY ASSOCIATION, INC.

ARTICLE I

NAME AND LOCATION

The name of the corporation is ANDERSON PARK COMMUNITY ASSOCIATION, INC. (hereinafter referred to as the "Association"). The principal office of the Association shall be located at 50 Briar Hollow Lane, Suite 303 East, Houston, Texas 77027, but meetings of members and directors may be held at such places within the State of Texas, County of Harris, as may be designated by the Board of Directors.

ARTICLE II

DEFINITIONS

Section 1. "Declaration" shall mean and refer to the Declaration of Covenants, Conditions and Restrictions for the Association filed for record under County Clerk's File No. F362581, and recorded under Film Code No. 179-16-2194 in the Official Public Records of Real Property of Harris County, Texas, and any amendments thereto. Terms used in these By-Laws shall have the same meaning as in the Declaration.

Section 2. "Member" shall mean and refer to those persons entitled to membership as provided in the Declaration and Articles of Incorporation of the Association.

ARTICLE III

MEETING OF MEMBERS

Section 1. Annual Meetings. The first annual meeting of the members shall be held on the first Wednesday in November, 1978, at 8:00 p.m., and subsequent annual meetings shall be held on the first Wednesday in each November thereafter at 8:00 p.m.; if a legal holiday, then on the next succeeding business day. The Board of Directors may postpone the annual meeting of the members by up to twenty days, upon written notice in accordance with Section 3 of Article III. In the event the Board of Directors fails to call the annual meeting at the designated time, any member may make demand that such meeting be held within a reasonable time, such demand to be made in writing by registered mail directed to any officer of the Association. If the annual meeting of members is not called within sixty (60) days following such demand, any member may compel the holding of such annual meeting by legal action directed against said Board.

Section 2. Special Meetings. Special meetings of the members may be called at any time by the President of the Association or Board of Directors, or upon written request of the members who are entitled to vote ten percent (10%) of all of the votes of the membership.

Section 3. Notice of Meetings. No written notice will be required for the annual meetings of the members, except as

required by Section 1 for a postponed annual meeting. Written notice of each special meeting of the members shall be given by the Secretary or person authorized to call the meeting. Notice shall be mailed, postage prepaid, at least ten (10) and no more than fifty (50) days before such meeting to each member entitled to vote. Notice shall be addressed to the member's address last appearing on the books of the Association or supplied by such member to the Association for the purpose of notice. Such notice shall specify the place, date, hour and purpose of the meeting.

Section 4. Quorum. The presence, in person or by proxy, at the meeting of the members entitled to cast sixty percent (60%) of the votes of each class of membership shall constitute a quorum for any action, except as otherwise provided in the Articles of Incorporation, Declaration or these By-Laws. If, however, a quorum shall not be present or represented at any meeting, the members entitled to vote thereat shall have power to adjourn the meeting from time to time without notice other than an announcement at the meeting until a quorum shall be present or represented; provided that notice shall be required when a special meeting of members called for the purpose of considering annual or special assessments is adjourned for lack of a quorum, and the required quorum at any such subsequent meeting shall be the presence, in person or by proxy, of members entitled to cast thirty (30) percent of the votes of each class of membership, but further

provided that such reduced quorum requirement shall apply only for the purpose of considering such annual or special assessments. The vote of the majority of the votes entitled to be cast by the members present, or represented by proxy, at a meeting at which a quorum is present, shall be the act of the members' meeting, unless the vote of a greater number is required by law, the Articles of Incorporation, the Declaration or these Bylaws.

Section 5. Voting at Meetings. The voting membership of the Association shall be composed of Class A and Class B memberships as defined in the Articles of Incorporation. Each Class A member shall be entitled to one vote for each Lot in which he holds the full fee interest. When the full fee interest in any Lot is held by more than one person or entity, and all such persons or entities are members, then the vote for such Lot shall be exercised in person or by proxy as they among themselves shall determine, or, in the absence of any such determination, by a majority of such persons or entities; but in no event shall more than one vote be cast with respect to any Lot, nor shall fractional votes be cast. The Class B member(s) shall be entitled to ten (10) votes for each Lot in which such member(s) hold the full fee interest, provided that the Class B membership shall be converted to Class A membership one (1) year from the date of the filing of the Declaration. In all other respects, the Class A and Class B members shall have the same relative rights, preferences and powers.

Section 6. Proxies. Each member may vote either in person or by proxy executed in writing by the member and filed with the Secretary at least twenty-four hours prior to the commencement of the meeting. When the full fee interest in any Lot is held by multiple persons or entities, then the signature of all such persons or entities shall be required in order for the proxy to be effective. Every proxy shall be revocable unless expressly provided therein to be irrevocable, and all proxies shall become invalid eleven (11) months after execution or upon conveyance by the member of his Lot.

Section 7. Action Without a Meeting. Any action required or permitted by statute to be taken at a meeting of the members of the Association may be taken without a meeting if a consent in writing, setting forth the action to be taken, shall be signed by all the members entitled to vote with respect to the subject matter thereof. Any action so approved shall have the same force and effect as though taken by unanimous vote at a meeting of members.

IV

BOARD OF DIRECTORS, SELECTION AND TERM OF OFFICE

Section 1. Number. The affairs of this Association shall be managed by a Board of three (3) Directors, who need not be members of the Association nor residents of this State or the United States.

Section 2. Term of Office. At the first annual meeting the members shall elect one director to Directorship No. 1 for a term of one year, one director to Directorship No. 2 for a term of two years, and one director to Directorship No. 3 for a term of three years; and at each annual meeting thereafter, directors shall be elected for terms of three years.

Section 3. Removal and Vacancies. Any director may be removed from the Board, with or without cause, at a special meeting or at an annual meeting of the Association, by members entitled to vote more than two-thirds (2/3) of the aggregate of the votes of each class of membership. In the event of death, resignation or removal of a director, his successor shall be selected by a majority of the remaining members of the Board and shall serve for the unexpired term of his predecessor.

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

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

ARTICLE V

NOMINATION AND ELECTION OF DIRECTORS

Section 1. Nomination. Nomination for election to the Board of Directors shall be made by a Nominating Committee. Nominations may also be made from the floor at the annual meeting. The Nominating Committee shall consist of a Chairman, who shall be a member of the Board of Directors and two or more members of the Association. The Nominating Committee shall be appointed by the Board of Directors at least thirty (30) days prior to each annual meeting of the members. The Nominating Committee shall make as many nominations for election to the Board of Directors as it shall in its discretion determine, but not less than the number of vacancies that are to be filled. Such nominations may be made from among members or non-members.

Section 2. Election. Election to the Board of Directors shall be by secret written ballot. At such election the members or their proxies may cast, in respect to each vacancy, as many votes as they are entitled to exercise under the provisions of the Articles of Incorporation and Declaration; a member may not cumulate his votes for directors. The persons receiving the largest number of votes shall be elected.

ARTICLE VI

MEETINGS OF DIRECTORS

Section 1. Regular Meetings. Regular meetings of the Board of Directors shall be held quarterly without notice at such place and hour as may be fixed from time to time by the Board. One of such regular meetings shall be held immediately after the adjournment of the annual meeting of the Association. Should any of said meetings fall upon a legal holiday, then that meeting shall be held at the same time on the next day which is not a legal holiday.

Section 2. Special Meetings. Special meetings of the Board of Directors shall be held when called by the President of the Association, or by any two directors, after not less than three (3) days' notice to each director.

Section 3. Quorum. A majority of the number of directors fixed by these Bylaws present in person shall constitute a quorum for the transaction of business, and every act or decision done or made by a majority of the directors present in person or by proxy at a duly held meeting at which a quorum is present shall be regarded as the act of the Board.

Section 4. Proxies. A director may vote in person or by proxy executed in writing by such director, but directors present by proxy at a meeting of the Board may not be counted toward a quorum. No proxy given by a director shall be valid after three (3) months from the date of its execution.

ARTICLE VII

POWERS AND DUTIES OF THE BOARD OF DIRECTORS

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

(a) suspend the voting rights of a member for any period during which any assessment against his Lot remains unpaid, and for a period not to exceed sixty (60) days for infractions of published rules and regulations; provided, however, that such member shall be given written notice five (5) days before the date such suspension is to take effect, and upon his written request to any member of the Board of Directors, shall have the right to a hearing prior to such effective date.

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

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

Section 2. Duties. It shall be the duty of the Board of Directors to cause to be kept a complete record of all its acts

and corporate affairs and to present a reasonably detailed statement thereof to the members at the annual meeting of the members; and, when such statement is requested in writing by one-fourth (1/4) of the Class A members who are entitled to vote at any special meeting provided that all such requesting members shall bear a pro rata portion of expenses incurred thereby.

ARTICLE VIII

OFFICERS AND THEIR DUTIES

Section 1. Enumeration of Officers. The officers of this Association shall be a President, one or more Vice Presidents, a Secretary and a Treasurer, who may also be directors, and such other officers and assistant officers having such authority and performing such duties as the Board may, from time to time, by resolution designate. Any person may be elected or appointed to more than one office, so long as the position of President and Secretary shall not be held by the same person.

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

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

Section 4. Removal. Any officer may be removed from office, with or without cause, by the Board.

Section 5. Vacancies. A vacancy in any office may be filled by appointment by a majority of the Board. The officer appointed to such vacancy shall serve for the remainder of the term of the officer he replaces.

Section 6. Duties. The duties of the officers are as follows:

(a) President. The President shall preside at meetings of the Board of Directors, shall see that orders and resolutions of the Board are carried out, shall sign all instruments on behalf of the Association and may sign all checks.

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

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

(d) Treasurer. The Treasurer shall receive and deposit in appropriate bank accounts all monies of the Association and shall disburse such funds as directed by resolution of the Board of Directors; shall sign all checks of the Association; keep proper books of account; and shall prepare an annual budget and a statement of income and expenditures to be presented to the membership at its regular annual meeting. Copies of these documents shall be available for purchase at a reasonable cost.

ARTICLE IX

COMMITTEES

The Board of Directors by resolution adopted by a majority of the directors in office shall appoint a Nominating Committee as provided in Article VI and such other committees as deemed appropriate provided that committees which are to have and exercise the authority of the Board of Directors in the management of the Association must be composed of two or more persons, a majority of whom are directors.

ARTICLE X

BOOKS AND RECORDS

The books and records of the Association, including a record of the names and addresses of members entitled to vote, shall for any proper purpose be subject to inspection by any member during reasonable business hours. The Articles of

Incorporation and By-Laws of the Association, and the Declaration shall be available for inspection by any member at the principal office of the Association where copies may be purchased at a reasonable cost.

XI

CORPORATE SEAL

The Association shall have the power, but shall not be required, to have a corporate seal in such form as the Board of Directors may determine.

ARTICLE XII

DIVIDENDS PROHIBITED

No dividend shall be paid and no part of the income of the Association shall be distributed to members, officers or directors. Reasonable compensation may be paid to members, officers or directors for services rendered.

ARTICLE XIII

INDEMNIFICATION

Each person who may have served as a director or officer of the Association shall be indemnified by the Association against any liability imposed upon him and for any expense reasonably incurred by him in connection with any claim made against him, or any action, suit or proceeding to which he may be a party by reason of his being, or having been, such director or officer, and against such sums as counsel selected by the Board of Directors

shall deem reasonable payment made in settlement of any such claim, action, suit or proceeding primarily with a view to avoiding expenses of litigation; provided, however, that no director or officer shall be indemnified with respect to matters as to which he shall be adjudged in such action, suit or proceeding to be liable for negligence or misconduct in performance of duty, or with respect to any matters which shall be settled by the payment of sums which counsel selected by the Board of Directors shall not deem reasonable payment made primarily with a view to avoiding expenses of litigation, or with respect to matters for which such indemnification would be unlawful or against public policy. Any right of indemnification granted by this Article XIII shall be in addition to and not in lieu of any other such right to which any director or officer of the Association may at any time be entitled under the laws of the State of Texas; and if any indemnification which would otherwise be granted by this Article XIII shall be disallowed by any competent court or administrative body as illegal or against public policy, then any director or officer with respect to whom such adjudication was made, and any other officer or director, shall be indemnified to the fullest extent permitted by law and public policy, it being the express intent of the Association to indemnify its officers and directors to the fullest extent possible in conformity with these bylaws, all applicable laws, and public policy.

ARTICLE XIV

RESIGNATIONS

Any director or officer may resign at any time. Such resignations shall be made in writing and shall take effect at any time specified therein, or, if no time is specified, at the time of its receipt by the President or Secretary. The acceptance of a resignation shall not be necessary to make it effective, unless expressly so provided in the resignation.

ARTICLE XV

AMENDMENTS AND CONFLICTS

Section 1. These By-Laws may be amended, at any annual or special meeting of the members, by a majority vote of a quorum of members present in person or by proxy.

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

ACORD™ CERTIFICATE OF LIABILITY INSURANCE

DATE
02/04/2009

PRODUCER
Ted W. Allen & Associates
P 281/378-7500 F 281/378-7501
PO Box 1967
Cypress TX 77410-1967

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW.

INSURERS AFFORDING COVERAGE

INSURED
Anderson Park Community Association
c/o T & M Management
5928 Allday
Houston TX 77036

INSURER A: SCOTTSDALE INSURANCE COMPANY
INSURER B: COMMERCE & INDUSTRY INSURANCE COMPANY
INSURER C: CONTINENTAL CASUALTY INSURANCE COMPANY
INSURER D:
INSURER E:

COVERAGES

THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. AGGREGATE LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.

TYPE OF INSURANCE	POLICY NUMBER	POLICY EFFECTIVE DATE (MM/DD/YY)	POLICY EXPIRATION DATE (MM/DD/YY)	LIMITS	
GENERAL LIABILITY <input checked="" type="checkbox"/> COMMERCIAL GENERAL LIABILITY <input type="checkbox"/> CLAIMS MADE <input checked="" type="checkbox"/> OCCUR <input checked="" type="checkbox"/> \$0 Deductible GEN'L AGGREGATE LIMIT APPLIES PER: <input type="checkbox"/> POLICY <input type="checkbox"/> PRO-JECT <input checked="" type="checkbox"/> LOC	CLS1559893	02/01/2009	02/01/2010	EACH OCCURRENCE	\$ 1,000,000
				FIRE DAMAGE (Any one fire)	\$ 100,000
				MED EXP (Any one person)	\$ 5,000
				PERSONAL & ADV INJURY	\$ 1,000,000
				GENERAL AGGREGATE	\$ 2,000,000
				PRODUCTS - COMP/OP AGG	\$ 1,000,000
AUTOMOBILE LIABILITY <input type="checkbox"/> ANY AUTO <input type="checkbox"/> ALL OWNED AUTOS <input type="checkbox"/> SCHEDULED AUTOS <input checked="" type="checkbox"/> HIRED AUTOS <input checked="" type="checkbox"/> NON-OWNED AUTOS <input checked="" type="checkbox"/> \$0 Deductible	CLS1559893	02/01/2009	02/01/2010	COMBINED SINGLE LIMIT (Ea accident)	\$ 1,000,000
				BODILY INJURY (Per person)	\$
				BODILY INJURY (Per accident)	\$
				PROPERTY DAMAGE (Per accident)	\$
GARAGE LIABILITY <input type="checkbox"/> ANY AUTO				AUTO ONLY - EA ACCIDENT	\$
				OTHER THAN AUTO ONLY: EA ACC	\$
				AGG	\$
EXCESS LIABILITY <input checked="" type="checkbox"/> OCCUR <input type="checkbox"/> CLAIMS MADE <input type="checkbox"/> DEDUCTIBLE <input checked="" type="checkbox"/> RETENTION \$0	BE019694081	02/01/2009	02/01/2010	EACH OCCURRENCE	\$ 10,000,000
				AGGREGATE	\$ 10,000,000
					\$
					\$
					\$
WORKERS COMPENSATION AND EMPLOYERS' LIABILITY				WC STATU-TORY LIMITS	OTH-ER
				E.L. EACH ACCIDENT	\$
				E.L. DISEASE - EA EMPLOYEE	\$
				E.L. DISEASE - POLICY LIMIT	\$
OTHER D&O LIABILITY	0250816281	02/22/2009	02/21/2010	\$1,000,000 LIMIT; \$1,000 DED.	

DESCRIPTION OF OPERATIONS/LOCATIONS/VEHICLES/EXCLUSIONS ADDED BY ENDORSEMENT/SPECIAL PROVISIONS

LOCATION, 5807 BEVERLY HILLS, HOUSTON TX 77057

CERTIFICATE HOLDER

ADDITIONAL INSURED; INSURER LETTER: _____

CANCELLATION

INSURED

SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, THE ISSUING INSURER WILL ENDEAVOR TO MAIL 30 DAYS WRITTEN NOTICE TO THE CERTIFICATE HOLDER NAMED TO THE LEFT, BUT FAILURE TO DO SO SHALL IMPOSE NO OBLIGATION OR LIABILITY OF ANY KIND UPON THE INSURER, ITS AGENTS OR REPRESENTATIVES.

AUTHORIZED REPRESENTATIVE

Tenise J. Allen