

FILED
In the Office of the
Secretary of State of Texas

ARTICLES OF INCORPORATION

NOV 29 1978

OF

Lona Salzman

STERLING GREEN SOUTH COMMUNITY IMPROVEMENT ASSOCIATION
(Non-Profit Corporation)

ARTICLE I

The name of the corporation is STERLING GREEN SOUTH COMMUNITY IMPROVEMENT ASSOCIATION.

ARTICLE II

The corporation is a non-profit corporation.

ARTICLE III

The period of its duration is perpetual.

ARTICLE IV

The corporation is formed for the purposes of providing for maintenance and preservation of (a) the properties known as Sterling Green South, Section One (excluding Reserves A and B) and Reserve C of Sterling Green South, Section One, platted subdivisions in Harris County, Texas, which are subject to the provisions of that certain Declaration of Covenants, Conditions and Restrictions (hereinafter called the "Declaration"), recorded or to be recorded in the Official Public Records of Real Property of Harris County, Texas, and (b) any additional properties that may hereafter be brought within the jurisdiction of this Association by the imposition on such additional properties of one or more Supplemental Declarations of Covenants, Conditions and Restrictions covering such properties (hereinafter singly called a "Supplemental Declaration" and collectively called the "Supplemental Declarations"); and to perform the other functions and services and to achieve the other purposes provided for and referred to in the Declaration and the Supplemental Declarations, and to

1. Exercise all of the powers and privileges and to perform all of the duties and obligations of the Association as set forth in the Declaration and all Supplemental Declarations, as the same may be amended or supplemented from time to time as therein provided, the Declaration and all Supplemental Declarations being incorporated herein as if set forth at length;

2. Fix, levy, collect and enforce payment by any lawful means, all charges or assessments pursuant to the terms of the Declaration and all Supplemental Declarations, to pay all expenses in connection therewith and all office and other expenses incident to the conduct of the business of the Association, including all licenses, taxes or governmental charges levied or imposed against the properties of the Association, and

3. Have and exercise any and all powers, rights and privileges which a corporation organized under the Non-Profit Corporation Act of the State of Texas may by law now or hereafter have or exercise, provided that none of the objects or purposes herein set out shall be construed to authorize the corporation to do any act in violation of said Non-Profit Corporation Act or Part Four of the Texas Miscellaneous Corporation Laws Act, and all such objects or purposes are subject to said Acts.

ARTICLE V

The street address of the initial registered office of the corporation is 2302 Fannin Street, P. O. Box 2507, Houston, Texas 77001, and the name of its initial registered agent at such address is John H. Bateman.

ARTICLE VI

The affairs of the Association shall be managed by a Board of three (3) Trustees, who need not be members of the Association. The number of Trustees may be changed by amendment of the Bylaws of the Association. The names and addresses of the persons who are to serve as the initial Trustees are:

Wylie R. Wisely	2302 Fannin Street P. O. Box 2507 Houston, Texas 77001
Charles R. Ackerman	2302 Fannin Street, P. O. Box 2507 Houston, Texas 77001
John H. Bateman	2302 Fannin Street, P. O. Box 2507 Houston, Texas 77001

The initial Trustees shall hold office until the first annual meeting and until his successor is duly elected and qualified. At the first annual meeting beginning in 1980 the members shall elect one trustee for a term of one year, one trustee for a term of two years, and one trustee for a term of three years, and at each annual meeting thereafter the members shall elect that number of trustees equal to the number of trustees whose terms expire at such time

ARTICLE VII

Each legal Owner, whether one or more persons or entities, of the interest in the Lots in the Subdivision (as such term is defined in the Declaration), which is required in order to be deemed an Owner (as such term is defined in the Declaration or any Supplemental Declaration), shall be a member of the Association. Membership in the Association shall be appurtenant to and shall automatically follow the legal ownership of such required interest in a Lot in the Subdivision and may not be separated from such ownership. No instrument shall be necessary to transfer membership and no certificate of membership will be issued.

ARTICLE VIII

The Association shall have two classes of membership:

Class A. Class A members shall be all those Owners as defined in Article VII hereof with the exception of the Declarant in the Declaration. Class A members shall be entitled to one vote for each Lot in which they hold the interest required for membership by Article VII and the Declaration. When more than one person holds such interest in any Lot, all such persons shall be members. The vote for such Lot shall be exercised as they among themselves determine, but in no event shall more than one vote be cast with respect to any Lot.

Class B. The Class B member shall be Gibraltar Savings Association, the Declarant as defined in the Declaration. The Class B member shall be entitled to three (3) votes for each Lot in which

it holds the interest required for membership by Article VII and the Declaration, provided, however, that the Class B membership shall cease and be converted to Class A membership on the first to occur of the following events

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

(b) on January 1, 1989.

The Class A and Class B members shall have no rights as such to vote as a class, except as provided to the contrary herein, and both classes shall vote together upon all matters as one group.

ARTICLE IX

Upon dissolution of the Association, other than incident to a merger or consolidation, the assets of the Association shall be dedicated to an appropriate public agency to be used for purposes similar to those for which this Association was created or shall be granted, conveyed and assigned to any nonprofit corporation, association, trust or other organization to be devoted to such similar purposes.

Dissolution of the Association must be approved in writing and signed by not less than two-thirds (2/3) of each class of members. So long as there is a Class B membership, dissolution and/or amendment of these Articles must have the prior approval of the Federal Housing Administration or Veterans Administration.

ARTICLE X

The name and street address of each incorporator is:

Howard T. Ayers, Jr.	300 Esperson Building Houston, Texas 77002
Mark C. Hodges	300 Esperson Building Houston, Texas 77002
Sydney K. Boone, Jr.	300 Esperson Building Houston, Texas 77002

IN WITNESS WHEREOF, we have hereunto set our hands this the 28th day of November, 1978:

Howard T. Ayers, Jr.
HOWARD T. AYERS, JR.

Mark C. Hodges
MARK C. HODGES

Sydney K. Boone, Jr.
SYDNEY K. BOONE, JR

SWORN to on NOVEMBER 29, 1978, by the above named in-
corporators.

D. D. D. D.
Notary Public in and for
Harris County, T E X A S

My Commission Expires
4-9-80

DEBBIE TIDWELL
(Print Name)



The State of Texas
Secretary of State

MAR 22 1944

STILLING, W. W. VILLAGE - BY FILM VICTORIAN
13413 20000 - F. F. Y. N. F. 200
SUGAR LAND - TX 77473-3543

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...

STILLING, W. W. VILLAGE (COMMUNITY IMPROVEMENT ASSOCIATION)
CITIZENS, ...

IF YOU WANT YOUR PERSONS TO APPEAR AND PLACE IN RECORD YOU CHANGE
COURT OFFICE LEGAL RESIDENTIAL OFFICE, ... THE APPROPRIATE
EVIDENCE IS ATTACHED TO YOUR FILES AND THE ORIGINAL HAS BEEN FILED
IN THIS OFFICE.

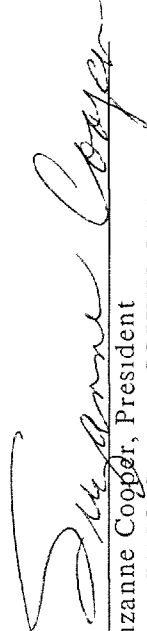
PAYMENT OF THE FILING FEE IS ACCOMPANIED BY THIS LETTER.

IF YOU WANT TO BE RECORDED AT ANY TIME, PLEASE LET US KNOW.

STATE OF TEXAS
SECRETARY OF STATE
APR 31 1994

**Statement of Change of Registered
Office or Registered Agent or Both
By a Texas Domestic Corporation**

- 1 The name of the corporation
Sterling Green South Community Improvement Association
- 2 The address, including street and number, of its present registered office as shown in the records of the Secretary of State of the State of Texas prior to filing this statement is
**11811 East Freeway, Suite 330
Houston, Texas 77029**
- 3 The address, including street and number, to which its registered office is to be changed
**13313 Southwest Freeway, Suite 265
Sugar Land, Texas 77478**
- 4 The name of the present registered agent, as shown in the records of the Secretary of State of the State of Texas, prior to filing this statement
CIA Services, Inc
- 5 The name of the new registered agent is
CIA Services, Inc.
- 6 The address of its registered office and the address of the business office of its registered agent, as changed, will be identical
- 7 Such change was authorized by its Board of Directors


Suzanne Cooper, President
STERLING GREEN SOUTH CIA

Sworn to August 20, 1993


BRENTA P BEDFORD

S A D S M A

**Statement of Change of Registered
Office or Registered Agent or Both
By a Texas Domestic Corporation**

- 1 The name of the corporation

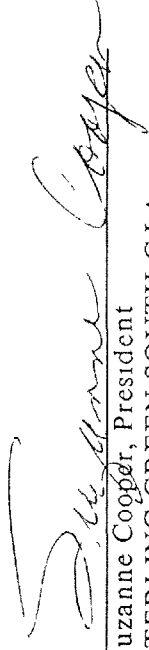
Sterling Green South Community Improvement Association
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**11811 East Freeway, Suite 330
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**13313 Southwest Freeway, Suite 265
Sugar Land, Texas 77478**
- 4 The name of the present registered agent, as shown in the records of the Secretary of State of the State of Texas, prior to filing this statement

C I A Services, Inc
- 5 The name of the new registered agent is

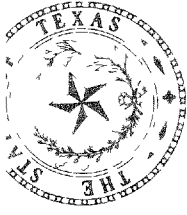
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- 6 The address of its registered office and the address of the business office of its registered agent, as changed, will be identical
- 7 Such change was authorized by its Board of Directors


Suzanne Cooper, President
STERLING GREEN SOUTH CIA

Sworn to August 20, 1993


BRENDA P BEDFORD

B A S M C



The State of Texas

Secretary of State

APR. 27, 1993

C.I.A. SERVICES, INC.
11811 EAST FREEMWAY, STE. 330
HOUSTON, TX 77029

RE:
STERLING GREEN SOUTH COMMUNITY IMPROVEMENT ASSOCIATION
CHARTER NUMBER 00455515-01

THIS IS TO ADVISE YOU THAT THE ABOVE REFERENCED CORPORATION'S
REPORT REQUIRED BY ARTICLE 1396-9.01, TEXAS NON-PROFIT CORPORATION
ACT, HAS BEEN FILED IN THIS OFFICE, AND YOUR REMITTANCE OF \$5.00 HAS
BEEN APPLIED AS THE FILING FEE FOR SAME.

AS THE LAW DOES NOT PROVIDE FOR THE FURNISHING OF A CERTIFICATE
OF FILING, THIS LETTER MAY BE USED AS EVIDENCE OF SUCH FILING.

SINCERELY,

CORPORATIONS SECTION
STATUTORY FILINGS DIVISION



The State of Texas

Secretary of State

JOHN HANNAH, JR.
SECRETARY OF STATE

CHARTER NO. 00455515-01
ARTICLE 9.01, T.N.P.C.A. REPORT
FILING FEE \$5.00

PURSUANT TO THE PROVISIONS OF ARTICLE 9.01 OF THE TEXAS NON-PROFIT CORPORATION ACT, THE UNDERSIGNED CORPORATION HEREBY FILES ITS REPORT SETTING FORTH:

1. THE NAME OF THE CORPORATION IS:

STERLING GREEN SOUTH COMMUNITY IMPROVEMENT ASSOCIATION

2. IT IS INCORPORATED UNDER THE LAWS OF: TEXAS

3. THE STREET ADDRESS OF THE REGISTERED OFFICE OF THE CORPORATION IN THE STATE OF TEXAS IS: 11811 EAST FREEMWAY, STE. 330 HOUSTON, TX 77

4. ITS REGISTERED AGENT AT SUCH ADDRESS IS: C.I.A. SERVICES, INC.

5. IF A FOREIGN CORPORATION, THE STREET ADDRESS OF ITS PRINCIPAL OFFICE IN THE STATE OR COUNTRY UNDER THE LAWS OF WHICH IT IS INCORPORATED IS:

6. THE NAMES AND RESPECTIVE ADDRESSES OF ITS DIRECTORS (OR TRUSTEES, ETC.) AND OFFICERS ARE:

NAME	OFFICE	ADDRESS
SKIP RUSSELL	PRESIDENT	14922 DUNSTER LN
SUZANNE COOPER	VICE-PRESIDENT	1055 MACCLESBY LN
DEBI SUTTON	SECRETARY	14918 DUNSTER LN
SUSIE CASPER	TREASURER	1055 HOLBECH LN
KENNETH WIMBLEY	DIRECTOR	1115 HOLBECH LN

7. THE FOREGOING INFORMATION IS GIVEN AS OF THE DATE OF THE EXECUTION OF THIS REPORT:



The State of Texas

Secretary of State

1 0 1 9 1 9 1 2

RECEIVED BY THE SECRETARY OF STATE
MAY 1 1912

OFFICE OF THE SECRETARY OF STATE
DALLAS, TEXAS

YOUR LETTER OF THE 28TH INST. HAS BEEN RECEIVED AND THE ORIGINAL HAS BEEN FILED
IN THE OFFICE OF THE SECRETARY OF STATE.

IF YOU HAVE ANY OTHER MATTERS TO PRESENT BY THIS LETTER.

PLEASE ADVISE BY RETURNING LETTER.

**Statement of Change of Registered
Office or Registered Agent or Both
By a Texas Domestic Corporation**

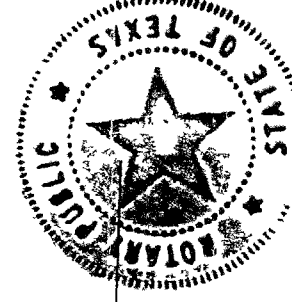
FILED

In the Office of the
Secretary of State of Texas

FEB 06 1989

- 1 The name of the corporation
STERLING GREEN SOUTH COMMUNITY IMPROVEMENT ASSOCIATION
Corporations Section
- 2 The address, including street and number, of its present registered office as shown
in the records of the Secretary of State of the State of Texas prior to filing this
statement is
2302 FANNIN
HOUSTON, TEXAS
- 3 The address, including street and number, to which its registered office is to be
changed
11811 EAST FREEWAY, SUITE 330
HOUSTON, TEXAS 77029
- 4 The name of the present registered agent, as shown in the records of the Secretary
of State of the State of Texas, prior to filing this statement
J BATEMAN
- 5 The name of the new registered agent is
CIA SERVICES, INC
- 6 The address of its registered office and the address of the business office of its
registered agent, as changed, will be identical
- 7 Such change was authorized by its Board of Directors

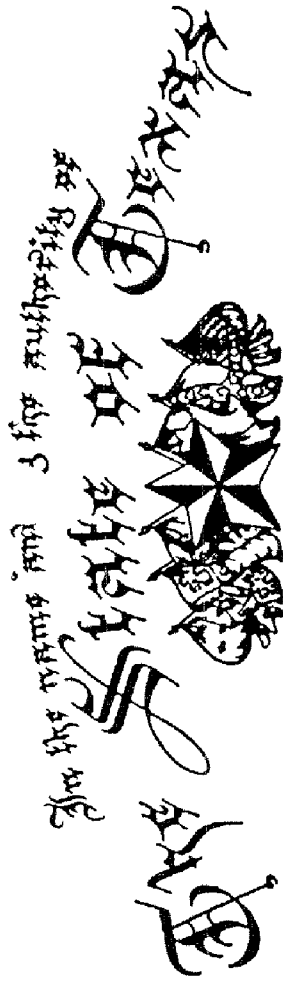
Sworn to JANUARY 29, 1989



CR Russell
CR RUSSELL, President

CHA, ER #455515

NON PROFIT



OFFICE OF THE SECRETARY OF STATE

CERTIFICATE OF INCORPORATION
OF

STERLING GREEN SOUTH COMMUNITY IMPROVEMENT ASSOCIATION

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 at

NON PROFIT



OFFICE OF THE SECRETARY OF STATE
CERTIFICATE OF INCORPORATION
OF

STERLING GREEN SOUTH COMMUNITY IMPROVEMENT ASSOCIATION

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 Nov. 29, 1978



A handwritten signature in cursive script, appearing to read "M. C. Oak", is written over a horizontal line.

Secretary of State

plk

RHM-34/22

FIRST AMENDMENT TO
SUPPLEMENTAL DECLARATION OF
COVENANTS, CONDITIONS AND RESTRICTIONS FOR
STERLING GREEN SOUTH, SECTION TWO
(EXCLUDING RESERVE A, BEING A 0.1717 ACRE
RESERVE, RESERVE B, BEING A 1.425 ACRE RESERVE
AND RESERVE C, BEING A 0.2759 ACRE RESERVE),
A SUBDIVISION IN HARRIS COUNTY, TEXAS

THE STATE OF TEXAS §

COUNTY OF HARRIS §

This First Amendment to the Supplemental Declaration, made on the date hereinafter set forth by GIBRALTAR SAVINGS ASSOCIATION, a Texas corporation (hereinafter referred to as "Declarant") and A.S.C. VERSAILLES HOMES, INC., a Texas corporation (hereinafter referred to as "A.S.C.").

RECITATIONS

Declarant has heretofore executed that certain Supplemental Declaration of Covenants, Conditions and Restrictions, which was filed for record in the Office of the County Clerk of Harris County, Texas, under County Clerk's File No. G500341 and recorded under Film Code No. 155-89-0921 in the Official Public Records of Real Property of Harris County, Texas (hereinafter referred to as the "Original Supplemental Declaration," and, except as amended herein, all terms for which a definition is specified in the Original Supplemental Declaration shall have the same meaning when used in this First Amendment), imposing on STERLING GREEN SOUTH, SECTION TWO (excluding one 0.1717 acre reserve), a subdivision in Harris County, Texas, according to the map or plat thereof recorded in Volume 291, Page 2 of the Map Records of Harris County, Texas, as modified by the partial replat of Sterling Green South, Section Two, recorded in Volume 310, Page 89 of the Map Records of Harris County, Texas (which replat less and excepted from the coverage of the Original Supplemental Declaration Reserve A, a 0.1717 acre reserve and being the same 0.1717 acre reserve referred to above, Reserve B, a 1.1425 acre reserve and Reserve C, a 0.2759 acre reserve), all those certain covenants, restrictions, easements, charges, liens and conditions therein set forth. Declarant being the holder of the only liens covering any portion of the Properties (as hereinafter defined) and an owner of a portion of the Properties (as hereinafter defined), together with A.S.C., being the owner of the entire remaining portion of the properties (the "Properties") which are encompassed within and subject to the provisions of the Original Supplemental Declaration, desire to amend the Original Supplemental Declaration in the particulars hereinafter set forth.

NOW, THEREFORE, KNOW ALL MEN BY THESE PRESENTS: THAT, Declarant and A.S.C., the owners of all of the Properties, acting together herein under the authority contained in Article VIII, Section 1. of the Original Supplemental Declaration, do hereby make and enter this First Amendment to Supplemental Declaration of Covenants, Conditions, and Restrictions for Sterling Green South, Section Two (excluding Reserve A, being a 0.1717 acre reserve, Reserve B, a 1.1425 acre reserve and Reserve C, a 0.2759 acre reserve), a subdivision in Harris County, Texas, and hereby declare as follows:

1. Article I, Section 6. of the Original Supplemental Declaration is hereby amended by deleting in its entirety the text of such Section 6. appearing in the Original Supplemental Declaration, and substituting the following therefor:

'Section 6. "Section Two Plat" shall mean and refer to the plat of Sterling Green South, Section Two, recorded in Volume 291, Page 2 of the Map Records of Harris County, Texas, as modified by the partial replat of Sterling Green South, Section Two, recorded in Volume 310, Page 89 of the Map Records of Harris County, Texas, and any recorded replat(s) thereof.'

2. Article III of the Original Supplemental Declaration is hereby amended by deleting in its entirety the text of such Article III appearing in the Original Supplemental Declaration, and substituting the following therefor:

"ARTICLE III

Property Subject To This
Supplemental Declaration

The real property which is, and shall be, held, transferred, sold, conveyed and occupied subject to this Supplemental Declaration is all of STERLING GREEN SOUTH, SECTION TWO (2), being 73.7943 acres out of the S. Singleton Survey, Abstract No. 704, Harris County, Texas, according to the plat thereof recorded in Volume 291, Page 2 of the Map Records of Harris County, Texas (or any subsequently recorded replat thereof) as modified by the partial replat of STERLING GREEN SOUTH, SECTION TWO (2), recorded in Volume 310, Page 89 of the Map Records of Harris County, Texas, LESS AND EXCEPT Reserve A, being a 0.1717 acre reserve, Reserve B, a 1.1425 acre reserve and Reserve C, a 0.2759 acre reserve, as depicted and designated on said replat (and title to said Reserves A, B and C shall not be burdened or affected in any manner by this Supplemental Declaration)"

3. Article IV, Section 1. of the Original Supplemental Declaration is hereby amended by deleting in its entirety the text of the first grammatical paragraph of such Section 1. appearing in the Original Supplemental Declaration, and substituting the following therefor.

"Section 1. Single family zero lot line, detached, residential construction. All Lots shall be known, described and used as Lots for residential purposes only, and no building shall be erected, altered, or permitted to remain on any Lot, other than one detached nonzero lot line or one detached zero lot line residential family dwelling unit used for residential purposes only, said units not to exceed two (2) stories in height. Each such dwelling unit as described in this Supplemental Declaration shall have an attached garage which is large enough to accommodate at least one (1) automobile. No dwelling exclusive of open porches, garages, or patios shall be permitted on any Lot in the Subdivision at a cost of less than \$20,000, based upon cost levels prevailing on the date this Supplemental Declaration is recorded. Detached garages are prohibited. Nothing herein shall be construed to permit or allow the use of any garage for other than, primarily, the housing of automobiles and any enclosure of the garage which prevents its use for such purpose is specifically prohibited. As used herein, the term

"Residential Purposes" shall be construed so as to prohibit apartment complexes, mobile homes or trailers being placed on the Lots, and no Lot shall be used for business or professional purposes of any kind, nor for any commercial or manufacturing purposes."

4. Article IV, Section 3. of the Original Supplemental Declaration is hereby amended so that the minimum permitted number of square feet of the ground floor area of the main residential structure on Lots other than corner Lots (as defined in Section 5. of the Original Supplemental Declaration) shall be 800 square feet and 900 square feet for corner Lots.

5. Sections 5. and 6. of Article IV of the Original Supplemental Declaration are hereby amended by deleting in their entirety the text of such Sections 5. and 6. appearing in the Original Supplemental Declaration, and substituting the following therefor:

"Section 5. Building Location. No building shall be located on any Lot between the building setback lines shown on the Section Two Plat and the street. Detached nonzero lot line dwellings: No detached nonzero lot line dwelling shall be located on any Lot nearer than ten (10) feet from any existing residential building structure situated on any other Lot which is contiguous to such Lot. No detached nonzero Lot line dwelling shall be located nearer to any interior Lot line (other than the rear Lot line) than the minimum setback relative thereto which the Architectural Control Committee shall specify in writing concurrently with its approval of plans and specifications for such building in accordance with the terms of this Article IV (and the Architectural Control Committee is hereby specifically granted the authority to specify and prescribe such minimum set backs relative to such Lot lines). Notwithstanding any other provisions hereof to the contrary, no such detached nonzero Lot line dwelling shall be located (and the Architectural Control Committee shall have no authority to permit buildings to be located) nearer to any interior Lot line (other than the rear Lot line) than three (3) feet. Detached zero Lot line dwellings: Subject to the provisions of this Section, one wall of the building, or garage may be located on one side Lot line on interior Lots if the dwelling is a single detached zero Lot line dwelling. However, this wall shall not have any windows, doors or other such related openings. The other wall of the building, carport or garage shall be a minimum of six (6) feet to an interior Lot line or ten (10) feet to an exterior Lot line on a corner Lot.

No building, nor any part thereof, shall be located on any Lot nearer than ten (10) feet to the rear Lot line or within any easement [even if wider than ten (10) feet] along such rear Lot line. For the purposes of this Section, eaves, steps and open porches shall not be considered as a part of the building; provided, however, that the foregoing shall not be construed to permit any portion of a building on any Lot to encroach upon another Lot or to extend beyond the building set back line. For the purposes of this Supplemental Declaration, the front Lot line of each Lot shall coincide with and

be the Lot line having the shortest dimension abutting a street. Unless otherwise approved in writing by the Architectural Control Committee, each main residence building will face the front of the Lot and will be provided with driveway access from the front of the Lot; provided that such access may be from the front or side of all corner Lots unless the Architectural Control Committee in its discretion, requires that access to a corner Lot be from the front of such corner Lot. For purposes hereof, the term "corner Lot" shall mean and refer to any Lot which abuts more than one street.

Section 6A. Composite building site. Subject to the approval of the Architectural Control Committee, any Owner of one or more adjoining Lots or portions thereof may consolidate or redivide such Lots or portions into one or more building sites with the privilege of placing or constructing improvements on such resulting sites, in which case the front footage at the building setback lines shall be measured from the resulting side property lines rather than from the Lot lines as indicated on the recorded plats. Any such resulting building site must have a frontage at the building setback line of not less than thirty-five (35) feet.

Section 6B. Maintenance of building exterior for Zero Lot Line Detached Residential Structures. Each Owner of a zero Lot line detached residence always shall have the right to enter the adjacent property to perform maintenance upon the building wall that is on the property line (zero lot line wall), and Owner shall at all times keep this wall in good repair. All deeds of trust upon these lots shall so convey this right of easement. This covenant shall in no way be construed as giving the Owner the right to enter upon the adjacent property for any other reason than for maintenance of the zero lot line wall."

6. Article IV, Section 8. of the Original Supplemental Declaration is hereby amended by adding the following paragraphs at the end thereof:

"Notwithstanding anything contained herein in this Supplemental Declaration to the contrary; including specifically, but without limitation, the provisions of Article IV, Sections 1., 3., 4., and this Section 8. relating to land use, types of buildings, dwelling size, types of construction and temporary buildings nothing shall be construed and/or determined to prohibit the erection, alteration, placement or continued maintenance on any Lot of a structure of a temporary nature to be used solely for storing household goods and materials, yard tools and yard machinery; provided, however, the construction plans and specifications therefor and a plan showing the location of the structure thereon must have been approved expressly by the Architectural Control Committee, acting pursuant to the authority granted to it in Section 2. above, prior to the erection, placing or construction of said structure on any Lot. The Architectural Control Committee shall have full and unqualified discretion to specify and prescribe the exterior design and the type, color and general appearance of any such building or other structure to be erected, placed or constructed on any Lot.

Additionally, no such structure may be erected, placed or constructed on any Lot until such time as the Owner has caused to be constructed a solid wood or masonry fence on said Lot in accordance with the provisions of subparagraph (f) of Section 4. of Article IV hereof. The provisions of this paragraph providing for the erection, placement, construction and maintenance of a structure of a temporary character on a Lot to be used solely for storing household goods and materials, yard tools and yard machinery is a specific exception to the general provisions of this Section 8. and the existence of this exception is not to be construed as limiting the generality of the provisions of this Section 8. or the other provisions of this Supplemental Declaration."

7. Article IV of the Original Supplemental Declaration is hereby amended by adding the following as Section 15:

"Section 15. Maintenance of Lot. The Owners or occupants of all Lots shall at all times keep all weeds and grass thereon cut in a sanitary, healthful and attractive manner and shall in no event use any Lot for storage of materials and equipment except for normal residential requirements or incident to construction of improvements thereon as herein permitted, or permit the accumulation of garbage, trash or rubbish of any kind thereon. In the event of default on the part of the Owner or occupant of any Lot in observing the above requirements, or any of them, such default continuing after ten (10) days written notice thereof, the Association may, at its option, without liability to the Owner or to occupant in trespass or otherwise, enter upon said lot and cause to be cut such weeds and grass and remove or cause to be removed such garbage, trash and rubbish or do any other thing necessary to secure compliance with this provision in order to place said Lot in a neat, attractive, healthful and sanitary condition, and may charge the Owner or occupant of such Lot for the cost of such work, by submitting a statement setting forth the cost of such work to the Owner or occupant of such Lot. The Owner or occupant, as the case may be, agrees by the purchase or occupancy of such Lot to pay such statement immediately upon receipt thereof. Each such charge, together with interest thereon at the rate of ten percent (10%) per annum and reasonable costs of collection (including court costs and attorneys' fees), shall be a charge and continuing lien upon such Lot, as well as the continuing personal obligation of the Owner of such Lot at the time of such charge. The Association may bring an action at law against the Owner personally obligated to pay the same, or foreclose the lien created hereby against the Lot. No Owner may waive or otherwise escape liability for the assessments provided for herein by abandonment of his Lot. The lien securing such charge shall be second, subordinate and inferior to all liens, present and future, given, granted and created by or at the instance or request of the Owner of any Lot to secure the payment of monies advanced or to be advanced on account of the purchase price and/or improvement of any such Lot."

8. This First Amendment shall be binding upon and inure to the benefit of Declarant and A.S.C., and all other owners of any portion of the Properties, and their respective heirs, legal representatives, substitutes, successors and assigns. Further, Declarant and A.S.C. hereby adopt, ratify and confirm the Original Supplemental Declaration as expressly amended hereby, and the Original Supplemental Declaration as amended hereby shall be and remain in effect and enforceable in accordance with the provisions of Article VIII of the Original Supplemental Declaration.

IN WITNESS WHEREOF, Declarant and A.S.C. have executed this First Amendment on the dates set forth in the acknowledgements below, to be effective as of the 30th day of September, 1982.

ATTEST:

GIBRALTAR SAVINGS ASSOCIATION

Jolie Lee
Asst. Secretary
Roxie Key

BY: Charles R. Ackerman
Senior Vice President
Charles R. Ackerman

A.S.C. VERSAILLES HOMES, INC.

BY: Bill Palmer
BILL PALMER President

DEPARTMENT OF HOUSING AND URBAN DEVELOPMENT, FEDERAL HOUSING ADMINISTRATION

BY: James W. ...

THE STATE OF TEXAS §

COUNTY OF HARRIS §

BEFORE ME, the undersigned authority, on this day personally appeared Charles R. Ackerman, Sr. Vice President of GIBRALTAR SAVINGS ASSOCIATION, a Texas corporation, known to me to be the person whose name is subscribed to the foregoing instrument and acknowledged to me that he executed the same for the purposes and consideration therein expressed, in the capacity therein stated and as the act and deed of said corporation.

GIVEN UNDER MY HAND AND SEAL OF OFFICE, on this the 30th day of September, 1982.

Melissa Baker
Notary Public in and for
Harris County, Texas
Melissa Baker
(Print Name)

My commission expires:
1/4/85

FILED
19 10 56 AM 1982
D. B. ...
COUNTY CLERK
HARRIS COUNTY, TEXAS

The Light company

Houston Lighting & Power P O Box 1700 Houston, Texas 77001 (713) 228-9211

January 10, 1984

Jack W. Hensley
Sterling Green South Community Improvement Assoc.
P. O. Box 146
Channelview, TX 77530

Dear Mr. Hensley

Enclosed is a completed copy of your agreement with us for electric service for Sterling Green South Community Improvement Association located at Sterling Green South, Section Two, Phase 1.

We do appreciate the business you have given us, and if you have any questions concerning this agreement, please call us at any time.

Sincerely,



Jack Craven
Commercial Power Consultant

JC tle
Enclosure

HOUSTON LIGHTING & POWER COMPANY

HL&P 5844

**APPLICATION AND AGREEMENT
FOR THE PERMANENT INSTALLATION OF STREET AND PROTECTIVE
LIGHTING SERVICE MOUNTED ON ORNAMENTAL STANDARDS AND
SERVED BY UNDERGROUND CONDUCTORS**

STERLING GREEN SOUTH COMMUNITY IMPROVEMENT ASSOCIATION
(herein called Customer) and Houston Lighting & Power Company (herein called Company) agree as follows

a Company agrees and obligates itself to furnish, install, own, operate and maintain subject to the provisions hereof and Company's Rate Schedule SPL, including the Terms and Conditions of such schedule, each being made a part hereof, on file with the regulatory authority having jurisdiction and available for inspection at any of Company's business offices, 34 high pressure sodium/mercury vapor street light(s) each of approximately 5800 lumen output to be mounted on ornamental standards. The location(s) of this/these street light(s) are shown on the attached Exhibit "A", and is/are further identified as being located in the Sterling Green South, Section Two, Phase 1.

The exhibit must be approved and signed by Customer, prior to the installation of the lighting system

b The Customer agrees to pay to the Company in advance of construction, the sum of None - (\$) dollars, as a contribution representing a portion of the cost of construction, which amount is not subject to any refund

c Service as provided herein, is contingent upon the following optimum conditions for construction

- (1) All street lights covered by this Agreement are to be installed at one time,
- (2) The street lights are to be installed after street paving and curbs have been completed and all lots have been brought up to finished grade level,
- (3) All easements and rights-of-way are to be cleared of trees, stumps and other obstructions which would interfere with Company's cable trench installation. The curb line, the area adjacent thereto and the street are to be clear of all obstructions, including building materials and debris

In the event the foregoing optimum conditions are not met, Customer will pay to Company, within ten (10) days after receipt of invoice, the actual additional construction cost to Company attributable to the absence of said optimum conditions

HOUSTON LIGHTING & POWER COMPANY
HL&P 82

STREET AND PROTECTIVE LIGHTING SERVICE—SPL

AVAILABILITY - In areas designated by Company where facilities of adequate capacity and suitable voltage are adjacent to the lamps to be served

APPLICATION - Applicable to the requirements of cities, governmental agencies, real estate developers and other groups contracting for the installation of street and protective lighting. Company may require additional contract arrangements depending on the estimated cost of installation of the service

INSTALLATION AND MAINTENANCE OF FACILITIES - Company will install, own and maintain the installation served hereunder. Company will replace burned out lamps and/or make maintenance repairs during regular working hours at its own cost and expense and will normally have the lighting service restored within 48 hours after notification by the Customer

MONTHLY RATE

Monthly Rate Per Lamp Plus Adjustment Below

Lamp Type	Schedule A	Schedule B	Schedule C	Schedule D	Schedule E	Monthly KWH
Mercury Vapor						
60,000 Lumen	\$8 15	\$22 25	\$15 10	\$25 60	\$16 80	383
20,000 Lumen	\$5 15	\$15 70	\$10 35	\$19 85	\$12 45	158
7,500 Lumen	\$3 75	N.A	N.A	\$15 35	\$ 9 50	72
3,300 Lumen	\$3 50	N.A	N.A	\$12 25	N.A	43

Additional mercury vapor lighting will not be installed after December 31, 1982. Service to existing mercury vapor installations will be continued on the appropriate rates

Monthly Rate Per Lamp Plus Adjustment Below

Lamp Type	Schedule A	Schedule B	Schedule C	Schedule D	Schedule E	Monthly KWH
High Pressure Sodium Vapor						
50,000 Lumen	\$8 15	\$22 25	\$15 10	\$25 60	\$16 80	168
25,500 Lumen	\$5 15	\$15 70	\$10 35	\$19 85	\$12 45	111
16,000 Lumen	\$3 75	N.A	N.A	\$15.35	\$ 9.50	61
9,500 Lumen	\$3 60	N.A	N.A	\$13 00	N.A	40
5,800 Lumen	\$3 50	N.A	N.A	\$12 25	N.A	30

Applicable to one or more lamps mounted on existing wood poles and served by

HOUSTON LIGHTING & POWER COMPANY

HL&P 5057

FUEL COST FACTOR--RIDER FC
(Interim)

For Electric Service billed under all applicable rate schedules, the billing Kwh for the current month shall be multiplied by the Interim Fuel Cost Factor (FC). Such Interim Fuel Cost Factor shall be calculated according to the following formula:

Interim Fuel Cost Factor (FC) = $\frac{F \times LF}{S}$ (rounded to nearest .0001 cents)

DEFINITIONS

- F = Actual fuel costs for the 12 month period ending June 30, 1983.
- S = Actual kilowatt-hour sales for the 12 month period ending June 30, 1983.
- LF = Loss factors to recognize differences in losses due to voltage levels of service.
Such loss factors are as follows:
If Customer takes service at Distribution Voltage (below 69,000 volts), the loss factor is 1.023.
If Customer takes service at Transmission Voltage (69,000 volts or higher), the loss factor is 0.967.

INTERIM FUEL COST FACTOR

Distribution Voltage Level 3.8105 cents per Kwh.

Transmission Voltage Level 3.6019 cents per Kwh.

NOTICE

HOUSTON LIGHTING & POWER COMPANY

HL&P 96

TERMS AND CONDITIONS FOR THE SALE OF LIGHTING SERVICE APPLICABLE TO RATE SCHEDULES SPL AND GL

- 1 Electric service will be supplied in accordance with these terms and conditions (as supplemented by the Company's Service Standards and Service Rules and Regulations which are by reference incorporated herein), and any changes required by law
- 2 The Company will use reasonable diligence to supply steady and continuous electric service, but does not guarantee the electric service against fluctuations or interruptions. The Company will not be liable to the Customer for any damages occasioned by fluctuations or interruptions, or by failure to begin supplying electric service from causes beyond the Company's reasonable control. In no event shall Company be liable for damage occasioned by fluctuations or interruptions or failure to begin supplying electric service, caused by an act of God, the public enemy, unavoidable accident, fire, explosion, strike, not, war, order of any court or judgment granted in any bona fide adverse legal proceeding, or action or order of any commission or tribunal having jurisdiction in the premises, or, without limitation by the preceding enumeration, any act or thing reasonably beyond its control, or changes in Company's generating equipment or its transmission or distribution system. For the mutual protection of the Customer and the Company only authorized employees of the Company are permitted to make, energize and maintain the service hereunder. Customer agrees to use due diligence to protect Company facilities, erected pursuant to this agreement, from damage caused by vandalism
- 3 The Customer will provide free of expense to the Company, locations for the installation of the Company's equipment and acceptable right of way for facilities erected solely to make service available to Customer
- 4 The duly authorized representatives of the Company are to have access at all reasonable hours to the Customer's premises for the purpose of inspecting Company's wiring and apparatus, erecting, removing or replacing its facilities and for all other purposes connected with the supplying of electric service
- 5 The Company may at any time require a reasonable deposit as security for the payment of bills, and interest on such deposit will be paid annually by the Company at the rate of 6% per annum as long as electric service is supplied to the Customer. The Company reserves the right to require an additional deposit when, in the Company's opinion, the Customer's deposit is insufficient. Any such deposit shall not preclude the Company (subject to Service Discontinuance Policy) from terminating the Agreement for Service or suspending the supply of electric service to the Customer for any failure in the performance of the Customer's obligations under the Agreement for Service

HOUSTON LIGHTING & POWER COMPANY
HL&P 3844

HOUSTON LIGHTING & POWER COMPANY

By *A. D. Maddox*
Vice President

A. D. Maddox
(Name printed or typed)
ATTEST *Frank C. Gemar*
ASST. Secretary
FRANK C. GEMAR
(Name printed or typed)
Date JAN 03 1984

Submitted by Jack Craven

STERLING GREEN SOUTH COMMUNITY

IMPROVEMENT ASSOCIATION Customer

By *Jack W. Hensley*

Title President - SGSCIA
Jack W. Hensley
(Name printed or typed)
ATTEST *Harry E. Adams, Jr.*
Secretary
HARRY E. ADAMS, JR.
(Name printed or typed)
Date 10-30-83

*The above appeared
before me on
October 30, 1983*

*Barbara Ames - Harris Co
Notary Texas*

**CONTRACT OF GUARANTY
STREET & PROTECTIVE LIGHTING SERVICE**

<p style="text-align: center;">CUSTOMER</p> <p>NAME <u>Sterling Green South Community Improvement Association</u></p> <p>SUBDIVISION/SECTION <u>Sterling Green South, Section Two.</u></p> <p>CITY <u>Houston, Texas</u></p> <p>TELEPHONE NO <u>(713) 450-8660</u></p>	<p style="text-align: center;">GUARANTOR</p> <p>NAME <u>Gibraltar Savings Association</u></p> <p>ADDRESS <u>13401 I-45 North</u></p> <p>CITY <u>Houston, Texas</u></p> <p>TELEPHONE NO <u>(713) 537-3217</u></p>
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Whereas, Houston Lighting & Power Company, hereinafter called, "Light Company", in lieu of requiring the cash advance of \$225 as cancellation charge per each street light installed in the above subdivision as set forth in Sections h and j of the attached "Application and Agreement for Street and Protective Lighting Service", hereinafter called "Agreement", has agreed to accept this guaranty

NOW, THEREFORE, the undersigned Guarantor, in consideration of the Light Company's agreement to furnish, install, own, operate and maintain the street lighting system subject to Company's Rate Schedule SPL, hereby unconditionally guarantees to the Light Company the payment by Customer of the aforementioned cancellation charge, in the event any, or all, of the street lights are requested to be removed by the Customer, within ten years of the date installed or in the event that the Customer, under the terms of Paragraph (j) of the Application and Agreement for street lighting service, cancels the Agreement for any or all street lights furnished thereunder within ten years of the date installed, such payment to be made at the Light Company's principal office in Houston, Harris County, Texas

Guarantor waives notice of acceptance hereof, and notice of default and nonpayment by Customer, demand and presentment to Guarantor for payment, diligence in bringing suit, and consents that the time of payment by Customer may be extended, or that the obligation of Customer may be altered, by the Light Company without notice to Guarantor. If suit be brought to enforce Guarantor's obligations, Guarantor agrees to be further liable for court costs and reasonable attorney's fees

This contract of guaranty shall remain in effect for the full ten year term of the attached Application and Agreement for Street and Protective Lighting Contract

ATTEST

BY *James F. Ronnick*

NAME James F. Ronnick

TITLE Assistant Secretary

DATE October 19, 1983

GUARANTOR

BY *Charles R. Ackerman*

NAME Charles R. Ackerman

TITLE Senior Vice-President

DATE October 19, 1983

AFFIDAVIT

THE STATE OF TEXAS
COUNTY OF HARRIS

Before me, a notary public in and for Harris County, Texas on this day personally appeared

Charles R. Ackerman, who, being by me duly sworn,
upon oath says that he is the Sr. Vice President

of Liberal Savings Assoc. a Texas (corporation,
partnership, or association) and that he has been authorized by said

association to negotiate and execute the foregoing contract (and/or guaranty)

All representations made herein and within the knowledge of said affiant just and true

Charles D. Pellegrino
Affiant

NANCY D. PELLEGRINO
Notary Public for the State of Texas
My Commission Expires 9-2-86

(Name, printed, typed or stamped)

Sworn to and subscribed before me this the 19th day of October, 1983.

NOTARY PUBLIC IN AND FOR
HARRIS COUNTY, TEXAS
MY COMMISSION EXPIRES 9-2-86

(Notary's name printed, typed or stamped)

THE STATE OF TEXAS §
COUNTY OF HARRIS §

THIS AGREEMENT, entered into and executed by and between Gibraltar Savings Association, a corporation (hereinafter called "Developer"), Sterling Green South C.I.A. (hereinafter called "Fund"), and Houston Lighting & Power Company, a Texas Corporation (hereinafter called "Company").

WITNESSETH:

WHEREAS, under date of February 5, 1979, Developer and Company entered into a contract for a street lighting system in Sterling Green South Subdivision, Section I, as said Sterling Green South Subdivision is shown on the map thereof recorded in Volume 272, Page 73, of the Map Records of Harris County, Texas; and

WHEREAS, Developer desires to assign said contract to Fund, and

WHEREAS, Company is willing to accept such assignment, subject to the terms and conditions herein set forth;

NOW, THEREFORE, in consideration of the mutual covenants and agreements herein contained, Developer, Fund and Company do mutually agree as follows:

I.

That certain contract dated February 5, 1979, between Developer and Company is assigned to Fund, such assignment to be effective as of the 17th day of August 1981.

II.

Upon Fund complying with the terms and conditions of Article VI of the aforesaid contract of February 15, 1979, and upon Developer paying all sums due for service under said Contract down to the effective date of this assignment, Developer and Developer's surety or guarantor shall thereupon be released of any further liability under said contract and thereupon Fund shall become responsible for the faithful performance of such contract for the remainder of the initial term and any renewal terms thereof.

III.

All notices given hereunder shall be in writing and shall be deemed properly served upon Fund if sent by certified mail to Fund, 1721 Pech,

IN TESTIMONY WHEREOF, the parties hereto have executed this agreement
in triplicate this _____ day of _____ 1982.

GIBALTAR SAVINGS ASSOCIATION

By *Charles R. Adams*

DEVELOPER

STERLING GREEN SOUTH C.I.A.

By _____
President
FUND

HOUSTON LIGHTING & POWER COMPANY

By _____
Vice President
COMPANY

ATTEST:

Secretary

STATE OF TEXAS

COUNTY OF HARRIS, TEXAS

BEFORE ME, the undersigned authority, on this day personally appeared _____, President of Gibraltar Savings Assoc., known to me to be the person and officer whose name is subscribed to the foregoing instrument, and acknowledged to me that the same was the act of the said Gibraltar Savings Association, an association and that he executed the same as the act and deed of such association for the purpose and consideration therein expressed and in the capacity therein stated.

GIVEN UNDER MY HAND AND SEAL OF OFFICE this the _____ day of _____, 1982.

NOTARY PUBLIC IN AND FOR
HARRIS COUNTY, TEXAS.
MY COMMISSION EXPIRES.

(Notary's name, printed, typed or stamped)

STATE OF TEXAS

COUNTY OF HARRIS, TEXAS

BEFORE ME, the undersigned authority, on this day personally appeared _____, of Sterling Green South C.I.A., known to me to be the person and officer whose name is subscribed to the foregoing instrument, and acknowledged to me that the same was the act of the said Sterling Green South C.I.A., an association and that he executed the same as the act and deed of such association for the purpose and consideration therein expressed and in the capacity therein stated.

GIVEN UNDER MY HAND AND SEAL OF OFFICE this the _____ day of _____, 1982.

NOTARY PUBLIC IN AND FOR
HARRIS COUNTY, TEXAS.
MY COMMISSION EXPIRES:

