

HOLD DECLARATION OF COVENANTS, CONDITIONS, AND RESTRICTIONS

LAWYERS TITLE

THE STATE OF TEXAS

COUNTY OF HARRIS

Recorded Jan. 28, 2003

Harris County Clerk's File No. W387713

KNOW ALL MEN BY THESE PRESENTS:

LF#
02-2173 SL

THIS DECLARATION OF COVENANTS, CONDITIONS, AND RESTRICTIONS is made this 24th day of January 2003, by **CONTEMPORARY GARDEN HOMES, LTD., LLP**, a Texas limited partnership, by and through its sole general partner, Contemporary Real Estate Group, Inc., a Texas corporation.

P R E A M B L E

CONTEMPORARY GARDEN HOMES, LTD., LLP, (hereinafter called "DECLARANT") executes this Declaration (a) in furtherance of a common and general plan for development; (b) to protect and enhance the quality, value, desirability, and attractiveness of all property that becomes part of the common area; (c) to provide for the care, maintenance, management and payment of the taxes of the common area; and (d) to define certain duties, powers and rights of the owners of the lots and common area.

THEREFORE, DECLARANT HEREBY DECLARES AS FOLLOWS:

ARTICLE 1: DEFINITIONS

- 1.1 "Assessment" shall mean and refer to any and all of the Assessments hereinafter defined:
 - (a) "Regular Assessment" shall mean and refer to a charge against each Owner and his Lot representing a portion of the cost to the Association to provide for and promote the health, safety, and welfare of the Development, the Association, and all Owners and, in particular, for the improvement and maintenance of the properties, services, and facilities devoted to this purpose and related to the use and enjoyment of the Common Area, including, without limitation, building up reserves for such purposes.
 - (b) "Special Assessment" shall mean and refer to a charge against a particular Owner and his Lot, directly attributable to such Owner, for certain costs incurred by the Association or Declarant for materials of services furnished to such Owner or his Lot at the request of or on behalf of such Owner as a result of any Owner failing to maintain any portion of his Lot in accordance with the provisions of this Declaration or for materials or services furnished to the Common Area or any portion of any Lot which the Association maintains pursuant to this Declaration, as a result of the negligence or willful misconduct of any Owner, his employees, guests, or invites, or for excessive use or special use of the services or facilities provided by the Association, including, but not limited to parking, trash removal, and maintenance of improvements.
 - (c) "Capital Improvement Assessment" shall mean and refer to a charge against each owner and his Lot representing a portion of the cost to the Association for the installation, construction, unexpected repair or replacement of any capital improvements, including the necessary fixtures and personal property related thereto, on any Common Area or any other portion of the Property upon which the association may be required to install, construct, repair, or replace any capital improvements as provided in this Declaration.

1.2 "Association" shall mean and refer to CONTEMPORARY SOUTHWEST OWNERS ASSOCIATION, INC., a Texas non-profit corporation, its successors and assigns, which is to be formed by Declarant to enforce this Declaration.

1.3 "The Board" shall mean and refer to the appointed Board of Directors of the Association as defined herein, and their successors as appointed by Declarant or elected by the Members in accordance with the provisions hereof.

1.4 "By-Laws" shall mean the By-Laws of the Association.

1.5 "Common Area" shall mean that certain real property described as "28' Permanent Access Easement" and "Restricted Reserve E" shown on the recorded plat of Contemporary Southwest recorded under Film Code 499050 of the Harris County Map Records.

1.6 "Development Tract" shall mean that certain real property described as Contemporary Southwest, an addition in Harris County, Texas recorded under Film Code 499050 of the Harris County Map Records.

1.7 "Lot" shall mean Lots 1, 2, and 3 in Block 1 and Lots 1, 2, 3, 4, 5, 6, 7, and 8 in Block 2 or all in Contemporary Southwest, an addition in Harris County, Texas according to the map or plat thereof recorded under Film Code 499050 of the Harris County Map Records as the context may require.

1.8 "Owner" shall mean any Person, including Declarant, who holds fee simple title of record to a Lot, including sellers under executory contracts of sale and excluding buyers thereunder.

1.9 "Person" shall mean a natural person, a corporation, a partnership, or any other entity.

ARTICLE 2: ESTABLISHMENT OF GENERAL PLAN

2.1 **General Plan and Declaration.** This Declaration hereby is established pursuant to, and in furtherance of, a general plan for development; to protect and enhance the quality, value, desirability, and attractiveness of all property that becomes part of the common area; to provide for the care, maintenance, management and payment of taxes of the common area; and to define certain duties, powers, and rights of the owners of lots and the common area. Declarant, for itself, its successors, and assigns, hereby declares that the Development Tract, and each part thereof shall be owned, held, transferred, conveyed, sold, leased, rented, hypothecated, encumbered, used, occupied, maintained, altered, and improved subject to the covenants, conditions, and restrictions, limitations, reservations, easements, exceptions, equitable servitudes, and other provisions set forth in this Declaration, for the duration thereof.

2.2 **Equitable Servitudes.** The covenants, conditions, restrictions, limitations, reservations, easements, and exceptions of this Declaration hereby are imposed as equitable servitudes upon all of the lots and the Common Area of the Development Tract, as a servient estate, for the benefit of each and every other Lot and parcel of the Common Area within the Development Tract, as the dominant estate.

2.3 **Covenants Appurtenant.** The covenants, conditions, restrictions, limitations, reservations, easements, exceptions, and equitable servitudes, and other provisions set forth in this Declaration shall run with, and shall inure to the benefit of and shall be binding upon and inure to the benefit of all Persons having or acquiring any right, title or interest in all or any

portion of the Development Tract and their respective heir, successors, executors, administrators, legal representatives and assigns.

ARTICLE 3: USE RESTRICTIONS

3.1 General. All of the development tract shall be held, used, and enjoyed subject to the following limitations and restrictions.

3.2 Residential Use. Each lot shall be used solely for residential living purposes and such purposes as customarily are incidental thereto, and shall not be used at anytime for business, commercial, educational, church, or professional activities; provided, however, an Owner of a Lot may use his residence for professional or other home occupations such as the maintenance of a personal or professional library, the keeping of personal or business professional records or accounts, or for the handling of personal business, or professional telephone calls or correspondence so long as there is not external evidence thereof (such as signs advertising a business or consultation in person with clients or customers at the Lot), and no reasonable inconvenience to such Owner's neighbors.

3.3 No Further Subdivision. Neither the Common Area, nor any Lot, may be further subdivided, nor may any easement or other interest therein less than the whole be conveyed by the Owner thereof. Nothing in this section shall be deemed to prevent an Owner from the selling or leasing of an entire Lot, or transferring or selling any Lot to more than one person to be held by them as tenants in common, joint tenants, or tenants by the entirety.

ARTICLE 4: COMMON AREA

4.1 Rights of Owners. Every owner of a Lot shall have and own an undivided one-eleventh (1/11) interest in and to the Common Area as Tenants in Common and such interest shall be appurtenant to and shall pass with title to each Lot. The interest created hereby is that of Tenants in Common and this Declaration shall not be deemed or construed to create a joint venture, partnership, or such other business arrangement. This Declaration shall not be construed as authority for either party to act for the other party in any agency or other capacity or to make commitments of any kind for the account of or on behalf of the other.

4.2 Access Easement For Owners. Each owner shall have a joint, unrestricted unobstructed, and non-exclusive private right-of-way easement in, over, on and across the Common Area and for the use and benefit of their respective tenants, guests and invitees, but not unto or for the benefit or use of the public in general, for utility, vehicular and pedestrian ingress and egress to and from the public street right-of-way currently known as Pine Street.

4.3 Maintenance And Repair. Each owner shall be responsible for, and share equally in cost and expense incurred in, the reasonable and proper maintenance, repair and replacement of the improvements located in, on, across, or under the Common Area. The obligation of an Owner for maintaining, repairing, and/or replacing the improvements is contingent upon agreement between the Owners of the scope and type of work to be performed and the costs or expenses incidental thereto.

4.4 Utility Easements. Declarant hereby grants to and for the use and benefit of all of the lots and the Common Area is hereby burdened with, an appurtenant easement for the purpose of placing, constructing, operating, repairing, maintaining, rebuilding, replacing, relocating, and removing a water, wastewater, and storm sewer system for the distribution and transmission of water, wastewater, and storm water run-off of the Lots. The easement, rights, and privileges herein granted shall be perpetual.

4.5 Automobiles. No automobiles, non-commercial vehicles (including recreational vehicles) or approved commercial vehicles may be parked or stored permanently or semi-permanently on any Common Area. No vehicle may be repaired on any of the Common Area, other than emergency road service. For the purposes of this section, the phrase "semi-permanently" shall be defined as remaining in the same location for forty-eight (48) or more consecutive hours without movement from the premises or area.

4.6 No Partition of Common Areas. No owner shall have the right to partition or seek partition of the Common Area or any part thereof.

ARTICLE 5: ASSESSMENTS

5.1 CREATION OF THE LIEN AND PERSONAL OBLIGATION OF ASSESSMENTS. The Declaration and each Owner, for each Lot owned within the Development, shall be subject to an Assessment as hereinafter provided and, by acceptance of a deed or other conveyance thereof, whether or not it shall be so expressed in such deed or other conveyance, shall be deemed to covenant and agree to pay the Association such Assessments as may be fixed, established, and collected from time to time, as hereinafter provided, all of which shall be a charge against, and secured by a continuing lien upon, the Lot. The lien for the payment of Assessments shall be for the benefit of the Association and all owners although the Association shall have the exclusive right to payment, and shall be prior and superior to all other liens but shall be subject and subordinate to each of the following: (a) all liens for taxes or special assessments levied by the county and governments or any political subdivision or special district thereof and (b) all liens securing amounts due or to become due under any mortgage, vendor's lien or deed of trust filed for record prior to the date payment of any such Assessments become due and payable. Any foreclosure of any such prior or superior lien under the power of sale of any mortgage, deed of trust or other security instrument, or through court proceedings to which the Association has been made a part, shall extinguish the lien securing an Assessment which become due and payable prior to such foreclosure date, but no such foreclosure shall free any Lot from the lien securing an Assessment thereafter becoming due and payable, nor shall the personal obligations of the Owner be extinguished by any foreclosure. Each Assessment, together with interest and costs of collection as hereinafter provided, shall also be and remain the personal obligation of the Owner of such Lot at the time the Assessment becomes due and payable, notwithstanding any subsequent transfer of title of same. Such personal obligation shall not pass to such Owner's successors in title unless expressly assumed by them, but shall be secured by the continuing lien referred to above.

5.2 Regular Assessments

- (a) The amount of Regular Assessments shall be determined by the Board of Directors of the Association pursuant to this Declaration, the Articles of Incorporation, and By-Laws of said Association after giving due consideration to the current maintenance costs and future needs, including the buildup of reserves for working capital and contingencies of the Association. The Regular Assessments shall be paid on a monthly basis.
- (b) Regular Assessments levied shall be used for the purpose of providing funds to or for the Association to carry out any of its duties, rights or

privileges under this Declaration or any document referred to or incorporated herein including, without limitation: (i) the improvement, beautification, management, operation, repair, restoration, modification, and maintenance of the Common Area, including all real and personal property which constitutes, or is located upon or used in connection with the Common Area including the payment of all expenses, and employment and payment of all personnel reasonably required for the Association to carry out its duties hereunder; (ii) the enforcement of this Declaration and any amendments or supplements hereto or additional covenants contained in any Declaration of Subdivision; (iii) the payment of taxes and other assessments upon the Common Area and premiums for insurance applicable to, or covering the Common Areas, the Committee, the Association, the Board, Declarant or their officers, directors, members, or owners; and (iv) for any and all other uses and purposes, in the sole discretion of the Board as shall benefit, promote or enhance the health, safety, convenience, and welfare of owners, or the beauty, use, enjoyment, operation, maintenance or value of the Development, or parts thereof.

5.3 Special Assessments. Each owner shall be liable to the Association by way of special assessment of any damage to the Common Area or to any of the equipment or improvements thereon which may be sustained by reason of the negligence or willfulness conduct of said Owner or of his employees, agents, guests, or invitees, both minor and adult. In the case of joint ownership of a Lot, the liability of such Owner shall be joint and several. Any expense incurred by the Association in repairing such damage, together with costs and attorneys' fees, shall be a debt to the Owner causing the same, and the Board may specifically assess by way of special assessment said Owner for the amount thereof to the extent that any such damage shall not be covered by a policy of insurance. The Board may also levy special assessments for Owners who are specifically found to be excessive users of the services or facilities furnished or provided by the Association, included but not limited to, trash removal facilities or parking facilities, or for any wrongful violation of this Declaration which increases the expenses or cost of the Association.

5.4 Capital Improvement Assessments. In addition to Regular Assessments and Special Assessments, the Association may levy in any calendar year, an assessment applicable to that year only, for the purpose of defraying in whole or in part, the cost of any Capital Improvement Assessment provided that any such Assessment shall have the approval by vote or written consent of Members entitled to exercise not less than two-thirds (2/3) of the voting power of the membership. In any vote for the imposition of a Capital Improvement Assessment in a sum in excess of \$5000.00, the vote of the Declarant as a Class B member shall be excluded.

5.5 Uniform Rate Assessment. Both Regular and Capital Improvement Assessments shall be uniform as between each Lot.

5.6 Date of Commencement of Regular Assessments and Fixing Thereof. The Regular Assessment provided for herein shall commence as to all Lots on the first day of the month following the conveyance of the first Lot within the Development to an individual Owner; provided, however, that the Association, by a majority vote of its Board of Directors, may extend the commencement date of Regular Assessments to a time not later than two (2) months following the completion of all improvements and

landscaping within the Common Area if Declarant, by written agreement with the Association, agrees to maintain the Common Area until such extended date.

5.7 Certificate of Payment. The Association shall, upon demand, furnish to any Owner liable for said assessment, a certificate in writing signed by an officer of the Association, setting forth whether the Assessments on a specified Lot have been paid and the amount of the delinquency, if any. A reasonable charge may be made by the Board of Directors for the issuance of these certificates. Such certificate shall be conclusive evidence of payment of any Assessment therein stated to have been paid.

5.8 Duties of the Board of Directors.

- (a) The Board shall fix the amount of Regular Assessment against each Lot for each year at least thirty (30) days in advance of such year and shall, at that time, prepare a roster of the Lots within the Development Tract and Regular Assessments applicable thereto which shall be kept in the Office of the Association and shall be open to inspection by any Owner during normal business hours.
- (b) Written notice of the Regular Assessments shall be sent to every Owner subject thereto at least fifteen (15) days in advance of each year.
- (c) ✓ The Board shall fix the amount of all Capital Improvement Assessments at least thirty (30) days in advance of the date of such Assessments shall become due and shall give written notice to each owner subject thereto at least fifteen (15) days in advance of the date such Assessments shall become due.

5.9 Assessment of Lots Owned by Declarant. Without exception, each Lot owned by Declarant shall be subject to assessment in the same manner as any other Lot owned by any individual Owner.

5.10 Nonuse and Abandonment. No Owner may waive or otherwise escape personal liability for the assessments provided for herein by nonuse of the Common Area or abandonment of his Lot.

5.11 Effect of Non-payment of Assessment. If any assessment is not paid within thirty (30) days from the due date thereof, the same shall bear interest from the due date until paid at the maximum non-usurious rate allowed by applicable state and/or federal laws, and if placed in the hands of an attorney for collection or if suit is brought thereon, or if same is collected through probate or other judicial proceedings, there shall be paid to the Association an additional reasonable amount, but not less than ten percent (10%) of the amount owing, as attorneys fees. The association, as a common expense of all Owners, may institute and maintain an action at law or in equity against any defaulting Owner to enforce collection and/or for foreclosure of the liens against his Lot. All such action may be instituted and brought in the name of the Association and may be maintained and prosecuted by the Association in a manner as an action to foreclose the liens of a mortgage or deed of trust on real property. The Declarant or Association shall have the right to publish monthly, a list of all Owners delinquent in payment of their

respective Assessment charges and post the same throughout the Development or in any newsletter published for the benefit of the Association.

5.12 Collection and Enforcement. Each owner, by his assertion of title or claim of ownership or by his acceptance of a deed to a tract whether or not it shall be recited in such deed, shall be conclusively deemed to have expressly vested in the Association, and its officers and agents, the right, power and authority to take all action which the Association shall deem proper for the collection of Assessments and/or for the enforcement and foreclosure of the lien securing same as well as any other action.

5.13 Due Date of Assessments. Assessments, or increases in assessments which first became effective, as to a particular Lot, at any time after January 1, of a calendar year, shall be prorated on the basis of the number of days remaining from the date such Assessment, or increased rate of Assessment, first became effective, until the end of the then-current calendar year and shall be due and payable, in advance, on the date on which such Assessment, or increased Assessment, became effective. The Board shall furnish written notice of the amount of each Assessment to each Owner within a reasonable time after the determination or setting of such Assessment and shall, upon request, and for reasonable charge, furnish certificates signed by an officer of the Association setting forth whether the Assessments applicable to a particular Lot have been paid. A properly executed certificate of the Association evidencing that payment of any Assessment applicable to a Lot shall be binding upon the Association as of the date of its issuance.

ARTICLE 6: THE ASSOCIATION

6.1 Organization. The Declarant will promptly, after filing of this Declaration, cause the Association to be organized and formed as a non-profit corporation under the laws of the State of Texas.

6.2 Purpose. The purpose of the association shall in general be to collect the Assessments and to administer such funds, to provide for the maintenance, repair, preservation, upkeep and protection of the Common Area, and to exercise all the rights authorized, and perform all duties imposed by, and any and all other purposes as are in this Declaration, or the Articles of Incorporation or By-Laws of the Association.

6.3 Directors. The initial Directors of the Association shall be three (3) in number, and they shall be selected by Declarant. Each initial Director shall serve until such Director's successor is elected and qualified; provided, however, that any Director may resign at any time and, until the "Equalization Date" (as hereinafter defined), Declarant shall have the right to remove any Director, at any time, with or without cause by a written document sent to the Board. Until the Equalization Date, any vacancy occurring in the Board of Directors shall be filled by Declarant. Within a reasonable time after the Equalization Date, the Directors shall call a meeting of members of the Association for the purpose of electing Directors, and, at such meeting, and thereafter, members of the Board of Directors shall be elected by a majority vote of the members of the association, and each Director shall serve for a term of three (3) years. Except to the extent that another vote is otherwise specifically prescribed, the Board shall manage the affairs of the association upon a majority vote of such Directors.

6.4 Members. Each Owner, whether one or more persons or entities, of a Lot which is subject to the Assessments shall, upon and virtue of becoming such Owner, automatically become a member of the Association and shall remain a member thereof until his ownership ceases for any reason, at which time his membership in the association shall be appurtenant to and shall automatically follow the legal ownership of each Lot and may not be separated from such ownership. Whenever the legal ownership of any Lot passes from one person to another, by whatever means, it shall not be necessary that any instrument provide for transfer of membership in the Association, as such memberships appurtenant to and automatically follows and passes with the legal ownership of a Lot. Membership in the Association is expressly limited to the Owner of Lots, which are subject to the Assessments as above stated. Certificates of Memberships may be issued at the option of Declarant.

6.5 Voting Rights. The association shall have two (2) classes of voting membership.

Class A. Class A members shall be all Owners of a Lot, with the exception of Declarant, and shall be entitled to one vote for each. When more than one person or entity holds or owns an interest in a Lot, all such persons or entities shall be members, and the vote for such Lot shall be exercised as they may determine, but in no event shall more than one vote be cast with respect to any one Lot. There shall be no fractional votes.

Class B. The Class B member is Declarant, and Declarant shall be entitled to 2 votes for each Lot owned by it. The Class B membership shall cease and be converted to a Class A membership on the happening of any of the following events, whichever occurs first (such date being hereinafter called the Equalization Date”):

- (a) When the total number of Lots owned by the Declarant is equal to 3; or
- (b) When, in its discretion, Declarant so determines by written document executed by it and recorded among the real property records Harris County, Texas.

6.6 Suspension of Voting Rights. The Association shall have the right to suspend the voting right of any Owner and/or the right of any Owner to use the Common Area if:

- 1) Such Owner is in default in the payment of any Assessment or other amount of money due to the Association for a period of forty-five (45) days after the due date thereof; or
- 2) such Owner has failed to comply with any of the restrictions contained herein or the rules and regulations of the Association, for a period of fifteen (15) days after written notice thereof from Association; and
- 3) in the event of default in payment of Assessments, or failure to comply with the restrictions of this Declaration or rules and regulations of the Association, for an additional period not to exceed sixty (60) days from the date such default or violation is cured or rectified.

The Association's right to suspend voting rights shall not be exclusive, but shall be cumulative of, and in addition to, any and all other rights and remedies of the Association.

6.7 Management and Maintenance of Common Area. The

Association shall maintain the Common Area, with funds provided by the Assessment described herein and shall have the exclusive right to the management and control of the Common Area and all improvements thereon and all personal property, fixtures, equipment or machinery thereon or used in connection therewith. Without limiting the generality of the foregoing, and by way of illustration and not of limitation:

- (a) The Association shall have the right to construct, install, repair, and maintain the Common Area or any part thereof;
- (b) The association shall have the right to take such steps as are reasonably necessary to protect the Common Area against foreclosure or forfeiture of any mortgage, lien or other encumbrance thereon;
- (c) The association shall have the right to make, publish, and enforce reasonable rules and regulations governing the use and enjoyment of the Common Area or any part thereof, inclusive of rules and regulations of all waterways, all of which shall be binding upon, complied with and observed by each Owner. These rules and regulations may include provisions to govern and control the use of the Common Area by tenants, guests or invitees of the Owners;
- (d) The Association shall have the right to assess and collect the assessments provided for herein;
- (e) Each Owner shall be liable to the Association for any damages of any kind or character, to the Common Area or any personal property attached thereto, located thereon or used in connection therewith which may be caused by negligence of an Owner, or tenants, employees, agents, customers, guests, invitees, or licensees of such Owner. Each Owner does further, by acceptance of a deed to a Lot, release the Association and the Board, the Committee, and Declarant, and all or either of their officers, directors, shareholders, and members from any and all claims or causes of action for personal injuries, or property damages, occurring within or upon the Common Area or a portion of the Development, or caused by, or resulting from, any personal property, machinery, equipment or fixtures located thereon, attached thereto or used in connection therewith.
- (f) In addition to the notices above stated, the Association reserves the right to publish in a list and in a form satisfactory to the Association, a list of all individuals or entities who (i) have not abided by the rules and regulations of the Association, or (ii) are delinquent in paying any assessments of the association. Each Owner consents to the mailing, publication, or disbursement of this information to assist the association in collecting such amounts or remedying such acts of non-compliance.

6.8 Authority of Association. The association shall be the custodian of, and shall have the sole right to administer funds collected from Assessments, for such purposes, and in such manner, as the Board, in the exercise of their reasonable business judgment, may determine. No individual person, as an officer or director of the Association or of Declarant, or as a member of the Committee, shall be liable to any Owner, or any other person or entity as a result of the performance of his duties or the exercise of his discretion or judgment on behalf of, or in such individual's capacity as officer, director or member of the Association, Declarant or the Committee. The purpose for which Assessments may be expended, and the rights and privileges granted to the Association herein are permissive only, and shall not create nor imply any obligation or affirmative duty on the part of the Association or Declarant, or its officers or directors.

ARTICLE 7: MISCELLANEOUS PROVISIONS

7.1 Term of Declaration. Unless amended as herein provided, all of the provisions, covenants, conditions, restrictions, and equitable servitudes contained in this Declaration shall be effective for a period of twenty-five (25) years from date of recording of this Declaration, and, thereafter, automatically shall be extended for successive periods of ten (10) years each unless terminated by all Owners. By written instrument, in recordable form, signed by all Owners.

7.2 Captions for Convenience. The titles, headings, and captions used in this Declaration are intended solely for convenience of reference and shall not be considered in construing any of the provisions of this Declaration.

7.3 Number and Gender. Unless the context requires a contrary construction, the singular shall include the plural and the plural the singular, and the masculine, feminine, or neuter shall each include the masculine, feminine, and neuter.

7.4 Restrictions Construed Together. All of the provisions of this Declaration shall be construed liberally to promote and effectuate the fundamental concepts of the Declarations.

7.5 Severability. Each of the provisions of this Declaration shall be deemed independent and severable and the invalidity or unenforceability or partial invalidity or partial enforceability of any provision or portion thereof shall not affect the validity or enforceability of any other provision or provisions.

7.6 Governing Law. This Declaration shall be governed and construed under the laws of the State of Texas.

7.7 Delay in Enforcement. No delay in enforcing the provisions of this Declaration as to any breach or violation thereof shall impair, damage, or waive the right of any party entitled to enforce the same to obtain relief or recover for the continuation or repetition of such breach or violation similar thereof at any later time or times.

IN WITNESS WHEREOF, Declarant has executed this Declaration, as of the day and year first written above.

CONTEMPORARY GARDEN HOMES, LTD. LLP,
a Texas limited partnership, by and through its sole
general partner, Contemporary Real
Estate Group, Inc. a Texas Corporation



WILLIAM A. GRAY, PRESIDENT

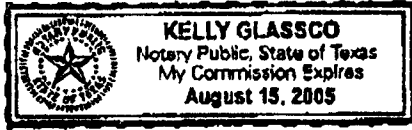
"DECLARANT"

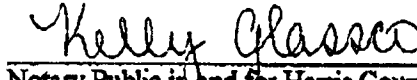
STATE OF TEXAS

COUNTY OF HARRIS

BEFORE ME, the undersigned authority, on this day personally appeared William A. Gray, President of Contemporary Real Estate Group, Inc., a Texas corporation, the sole general partner of Contemporary Garden Homes, Ltd., LLP, a Texas limited partnership known to me to be the person whose name is subscribed to the foregoing instrument and acknowledged to me that he executed for the purposes and consideration therein expressed.

GIVEN UNDER MY HAND AND SEAL OF OFFICE this 24 day of
January, 2003.





Notary Public in and for Harris County, Texas
My Commission Expires: August 15, 2005