

**THIRD SUPPLEMENTAL AFFIDAVIT OF PROPERTY OWNERS' ASSOCIATION
PURSUANT TO THE TEXAS PROPERTY CODE, § 202.006**

PROPERTY OWNERS'
ASSOCIATION: PINE VILLAGE NORTH ASSOCIATION, a Texas non-profit corporation

AFFIANT: GEORGE DIAZ, Vice President of Board of Directors of the Association

PROPERTY DESCRIPTION:

Section One: Said tract of land known as Pine Village North, Section One, as recorded in the Declaration of Covenants, Conditions and Restrictions for Pine Village North under Harris County Clerk's File Number D858488 (film code number 160-31-2489 *et seq.*) and more particularly described on exhibit "A" attached hereto.

Section Two: Said tract of land known as Pine Village North, Section Two, as recorded in the Annexation document recorded under Harris County Clerk's File Number E591138 (film code number 130-05-1478 *et seq.*) and more particularly described on exhibit "B" attached hereto.

Section Three: Said tract of land known as Pine Village North, Section Three, as recorded in the Annexation document recorded under Harris County Clerk's File Number E945026 (film code number 152-12-0627 *et seq.*) and more particularly described on exhibit "B-2" attached hereto.

Section Four: Said tract of land known as Pine Village North, Section Four, as recorded in the Annexation document recorded under Harris County Clerk's File Number F430153 (film code number 184-07-0361 *et seq.*) and more particularly described on exhibit "C" attached hereto.

Section Five: Said tract of land known as Pine Village North, Section Five, as recorded in the Annexation document recorded under Harris County Clerk's File Number F476524 (film code number 187-06-0002 *et seq.*) and more particularly described on exhibit "D" attached hereto.

Section Six: Said tract of land known as Pine Village North, Section Six, as recorded in the Annexation document recorded under Harris

COPY

County Clerk's File Number G579920 (film code number 160-82-0522 *et seq.*) and more particularly described on exhibit "E" attached hereto.

Section Seven: Said tract of land known as Pine Village North, Section Seven, as recorded in the Annexation document recorded under Harris County Clerk's File Number G773038 (film code number 172-89-0931) and more particularly described on exhibit "F" attached hereto.

Affiant on oath swears that the following statements are true:

1. Affiant is over the age of eighteen, of sound mind and fully competent to make this affidavit. Affiant is the current president of the above designated property owners' association, and is a custodian of the records of said association. As such Affiant is duly authorized to make this affidavit on behalf of the association. Affiant has personal knowledge of the facts stated herein which are all true and correct.

2. Attached hereto are the originals or exact duplicates of the originals of each of the following instruments applicable to the above designated property owners' association and property which have not previously been filed of record:

Exhibit "A" Metes and bounds legal description of Pine Village North, Section One;

Exhibit "B" Metes and bounds legal description of Pine Village North, Section Two;

Exhibit "B-2" Metes and bounds legal description of Pine Village North, Section Three;

Exhibit "C" Metes and bounds legal description of Pine Village North, Section Four;


Exhibit "D" Metes and bounds legal description of Pine Village North, Section Five;

Exhibit "E" Metes and bounds legal description of Pine Village North, Section Six;

Exhibit "F" Metes and bounds legal description of Pine Village North, Section Seven;

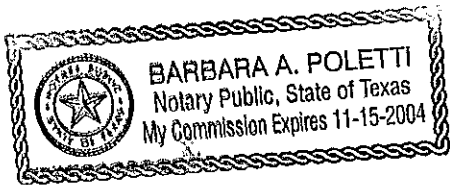
Exhibit "G" Articles of Incorporation for Pine Village North Association;

- Exhibit "H" By-Laws of Pine Village North Association;
- Exhibit "I" Rules and Regulations for Pine Village North Association (as adopted on June 25, 2001);
- Exhibit "J" Amendment to By-Laws of Pine Village North Association (adopted on October 27, 2001);
- Exhibit "K" Amendment to Bylaws of Pine Village North Association (adopted on October 27, 2002).



GEORGE DIAZ, Vice President

SWORN TO AND SUBSCRIBED BEFORE ME by GEORGE DIAZ, Vice President of Pine Village North Association, on this the 20th day of September, 2004.





NOTARY PUBLIC, STATE OF TEXAS

AFTER RECORDING RETURN TO:
Mitchell Katine
Williams, Birnberg & Andersen, L.L.P.
6671 Southwest Freeway, Suite 303
Houston, Texas 77074-2284

MNK\pinelamend aff-poa 2004
tc

PINE VILLAGE NORTH - SECTION I

FIELD NOTES

BOUNDARY

A 11.3683 acre tract of land out of a certain 105.2509 acre tract of land located in the William R. Lockwood Survey A-527, Harris County, Texas, and being more particularly described as follows:

COMMENCING at a 5/8" Iron rod marking the intersection of the east right of way line of U.S. Highway 59 (Eastex Freeway) as recorded in Volume 3254, Page 380, Harris County Deed Records, and the South right of way line of Hamill Road (80' wide) as recorded in Volume 6486, Page 468, Harris County Deed Records.

THENCE, S. 89° 44' 20" E., along said South right of way line a distance of 645.46 feet to the PLACE OF BEGINNING, said point being the north west corner of the herein described tract.

THENCE, continuing along S., 89° 44' 20" E, a distance of 561.56 feet to a point for corner,

THENCE, S. 44° 44' 20" E, 14.14 feet to a point for corner,

THENCE, S. 00° 15' 40" W, 350.00 feet to a point of curvature to the right,

THENCE along the arc of said curve having as its rudiments a central angle of 15° 48' 55" a radius of 535.00 feet and an arc length of 147.68 feet to a point of tangency,

THENCE, S. 16° 04' 35" W, 439.55 feet to a point for corner,

THENCE, S. 51° 04' 45" W, 14.14 feet to a point for corner, said point being in the arc of a curve to the left,

THENCE along said arc of a curve having as its rudiments a central angle of 15° 18' 00" a radius of 495.00 feet and an arc length of 132.18 feet to a point of tangency,

THENCE, N. 89° 13' 25" W., 296.95 feet to a point for corner.

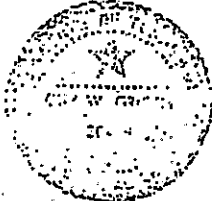
THENCE, N. 00° 46' 35" E, 914.27 feet to the PLACE OF BEGINNING of the herein described tract, said tract containing 11.3683 acres, more or less.

ASSOCIATED ENGINEERING CONSULTANTS, INC.

By Henry W. Duggan

EXHIBIT A

AUGUST 24, 1972
Job No. 72-209



RECORDERS MEMORANDUM:
Some Or All Signatures On This Page
Are Not Original Signatures

EXHIBIT NO. A

FIELD NOTES

BOUNDARY

A 6.5496 acre tract of land out of a certain 100.4587 acre Pine Village North recorded subdivision located in the William R. Lockwood Survey A-527, Harris County, Texas, and being more particularly described as follows:

COMMENCING at a 5/8" iron rod marking the intersection of the East right of way line of U.S. Highway 59 (Eastex Freeway) as recorded in Volume 3254, Page 380, Harris County Deed Records, and the South right of way line of Hamill Road (30' wide) as recorded in Volume 6486, Page 468, Harris County Deed Records:

THENCE, S 89° 44' 20" E along said South right of way line a distance of 645.46 feet to a point for a corner, said corner being the North West corner of Pine Village North Subdivision.

THENCE, S 00° 46' 35" W along the West boundary of Pine Village North, a distance of 974.27 feet to a point for a corner, said point being the North West corner of reserve B, and a PLACE OF BEGINNING.

THENCE, S 39° 13' 25" E along the South right of way line of Pine Park Drive a distance of 396.95 feet to a point for a corner, said point being also a point of curvature,

THENCE, along the arc of a curve to the right having a radius of 435.0 feet, a central angle of 15° 18' 00" and an arc length of 116.16 feet to a point for a corner.

THENCE, S 28° 55' 25" E a distance of 14.14 feet to a point for a corner, said point being on the West right of way of West Village Drive.

THENCE, S 16° 04' 35" W along the West right of way of West Village Drive, a distance of 218.48 feet to a point for a corner, said point being also a point of curvature.

THENCE, along the arc of a curve to the left having a radius of 595.0 feet, a central angle of 15° 18' 00" and an arc length of 158.89 feet to a point for a corner, said point being a point of tangency.

THENCE, S 00° 46' 35" W a distance of 390.43 feet to a point for a corner,

THENCE, S 45° 21' 55" a distance of 14.24 feet to a point for a corner, said point being on the North right of way line of Easthampton Drive.

THENCE, S 89° 57' 15" W a distance of 211.28 feet to a point for a corner, said point also being a point of curvature.

THENCE, along the arc of a curve to the left having a radius of 330 feet, a central angle of 21° 09' 06" and an arc length of 121.83 to a point for a corner, said point being the Southwest corner of Reserve B.

THENCE, N 00° 46' 35" E a distance of 822.99 feet to a point for a corner and a PLACE OF BEGINNING and containing 6.5496 acres of land more or less.

AL-JAZ-RA Engineering Corporation
6223 Richmond Avenue, Suite 305
Houston, Texas 77027

Samuel J. Jr.

RECORDER'S OFFICE AND
Same; Or All Signatures On This Page
Are Not Original Signatures

EXHIBIT NO. B

PINE VILLAGE NORTH - RESERVE E-5 (Section 3)

FIELD NOTES

152-12-0631

BOUNDARY

A 6.0605 acre tract of land out of a certain 100.4587 acre Pine Village North recorded subdivision, Vol 205 Page 70 dated May 1, 1973 located in the William R. Lockwood survey A-527, Harris County, Texas, and being more particularly described as follows:

COMMENCING at a 5/8" iron rod marking the most Southeasterly corner of Pine Village North Subdivision, said point also being on the West R.O.W. line of H.E. & W.T. Rail Road. (100' wide),

THENCE South 89° 57' 15" North along the South Boundary line of Pine Village North Subdivision a distance of 653.56 feet to PLACE OF BEGINNING, said point being on the West right of way line of Pine Lawn Lane (60' wide) and the Southeast corner of Reserve E,

THENCE North 00° 02' 45" West along the West right of way line of Pine Lawn Lane a distance of 272.20 feet to a point for a corner,

THENCE North 45° 02' 45" West a distance of 14.14 feet to a point for a corner, said point being on the South right of way line of Easthampton Drive (60' wide),

THENCE South 89° 57' 15" West along the South right of way line of Easthampton Drive a distance of 849.56 feet to a point of curvature,

THENCE along a curve to the left with a radius of 270 feet a central angle of 27° 02' 15" and an arc length of 127.41 feet to a point of tangency,

THENCE South 62° 55' 00" West a distance of 5.61 feet to a point for a corner,

THENCE South 17° 55' 00" West a distance of 14.14 feet to a point for a corner said point being on the East right of way line of FUTURE ALDINE-MAIL ROAD (100' wide),

THENCE South 27° 05' 00" East along the said ALDINE-MAIL ROAD right of way line a distance of 265.73 feet to a point for a corner, said point being the Southwest corner of Reserve E,

THENCE North 49° 57' 15" East along the South boundary line of said Reserve E a distance of 870.86 feet to a PLACE OF BEGINNING, and containing 6.0605 acres of land more or less.

CENTURY ENGINEERING INC.
2400 Fountain View Suite 416
Houston, Texas 77057
Tel: 781-9220

Samir Al-Jazrawi
By Samir Al-Jazrawi, P.E.

November 1976

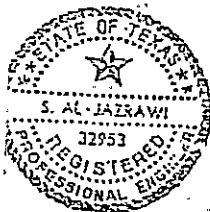


EXHIBIT NO. B-2

All that certain tract or parcel of land in Unrestricted Reserve "D" (4) of PINE VILLAGE NORTH, a Subdivision in Harris County, Texas, according to the map or plat thereof, recorded in Volume 205, Page 70 of the Map Records of Harris County, Texas, said tract is more particularly described by metes and bounds as follows, to-wit:

BEGINNING at the intersection of the East line of Pine Lawn Lane (60 feet wide) and the South line of said Reserve "D";
THENCE North 00 deg. 02 min. 45 sec. West, 272.20 feet along said East line of Pine Lawn Lane to a point;
THENCE North 43 deg. 59 min. 26 sec. East, 14.38 feet to a point;
THENCE Northeasterly, 462.24 feet along the Easterly line of Wild Pine Drive (60 feet wide), same being a curve to the left having a radius of 595.00 feet, a central angle of 44 deg. 30 min. 42 sec.; a chord which bears North 66 deg. 14 min. 47 sec. East, 450.70 feet;
THENCE South 45 deg. 31 min. 17 sec. East, 15.13 feet to a point;
THENCE North 89 deg. 57 min. 15 sec. East, 304.52 feet to a point;
THENCE South 69 deg. 53 min. 00 sec. East, 26.34 feet to a point;
THENCE South 20 deg. 07 min. 00 sec. West, 480.34 feet along the Northwesterly line of the H. E. & W. T. Railroad (100 feet wide) to a point;
THENCE South 55 deg. 57 min. 15 sec. West, 594.05 feet along the South line of said Reserve "D" to the PLACE OF BEGINNING and containing 6.029 acres of land.

EXHIBIT NO. C

532-88-87-15

UNOFFICIAL COPY

10.1433 ACRES OUT OF RESERVE "C"
OF PINE VILLAGE NORTH

All that certain tract or parcel of land in Unrestricted Reserve "C" (3) of Pine Village North, a subdivision in Harris County, Texas, a plat of said subdivision is recorded in Volume 205, Page 70 of the Map Records of Harris County, said tract is more particularly described by metes and bounds as follows:

COMMENCING at the intersection of the north line of Easthampton Drive (60 feet wide) and the east line of West Village Drive (60 feet wide);
THENCE North $00^{\circ} 46' 35''$ East, 10.00 feet to the PLACE OF BEGINNING;

THENCE North $00^{\circ} 46' 35''$ East, 339.57 feet along said east line of West Village Drive, to the beginning of a curve to the right;

THENCE Northeasterly, 79.91 feet, continuing along said east line, same being said curve to the right, having a radius of 535.00 feet, a central angle of $8^{\circ} 33' 29''$, and a chord that bears North $05^{\circ} 03' 19''$ East, 79.84 feet, to a point;

THENCE South $80^{\circ} 39' 56''$ East, 19.26 feet to a point;

THENCE South $89^{\circ} 13' 25''$ East, 415.00 feet to a point;

THENCE South $89^{\circ} 20' 35''$ East, 42.22 feet to a point;

THENCE South $77^{\circ} 13' 51''$ East, 70.00 feet to a point;

THENCE North $87^{\circ} 52' 44''$ East, 14.84 feet to a point;

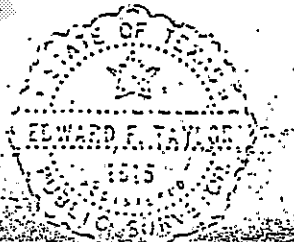
THENCE South $89^{\circ} 13' 25''$ East, 440.00 feet to a point;

THENCE South $00^{\circ} 46' 35''$ West, 279.33 feet to a point;

THENCE Southwesterly, 427.97 feet, along the westerly line of Wild Pine Drive (60 feet wide), same being a curve to the right, having a radius of 535.00 feet, a central angle of $45^{\circ} 50' 00''$ and a chord that bears South $67^{\circ} 02' 15''$ West, 416.65 feet, to a point;

THENCE South $89^{\circ} 57' 15''$ West, 613.66 feet along the north line of Easthampton Drive to a point;

THENCE North $44^{\circ} 38' 05''$ West, 14.04 feet to the PLACE OF BEGINNING and containing 10.1433 acres of land.



Edward F. Taylor

EXHIBIT NO. D

RECORDED MEMORANDUM
I, the undersigned, Notary Public for Harris County, Texas, do hereby certify that the foregoing is a true and correct copy of the original as the same appears in my records.

52-88-8716

ANNEXED PROPERTY

All that certain tract or parcel of land in Reserve "D" (4) of PINE VILLAGE NORTH, an Addition in Harris County, Texas, according to the map or plat thereof, recorded in Volume 205, Page 70 of the Map Records of Harris County, Texas, said tract being more particularly described by metes and bounds as follows, to-wit:

COMMENCING at the intersection of the East line of Pine Lawn Lane (60 feet wide) and the South line of said Reserve "D"; THENCE North 89 deg. 57 min. 15 sec. East, along South line of said Reserve "D", 419.58 feet to a point; THENCE North 00 deg. 02 min. 45 sec. West, 470.61 feet to a point on the East line of Wild Pine Drive for the PLACE OF BEGINNING; THENCE South 45 deg. 31 min. 17 sec. East, 15.13 feet to a point; THENCE North 89 deg. 57 min. 15 sec. East, 304.52 feet to a point; THENCE South 69 deg. 53 min. 00 sec. East, 26.34 feet to a point in the Easterly line of said Reserve "D"; THENCE North 20 deg. 07 min. 00 sec. East, 224.89 feet along said Easterly line of Reserve "D" to a point; THENCE North 69 deg. 53 min. 00 sec. West, 23.13 feet to a point; THENCE South 89 deg. 57 min. 15 sec. West, 272.59 feet to a point on the East line of Wild Pine Drive; THENCE Southwesterly 235.95 feet, along the Easterly line of Wild Pine Drive (60 feet wide), same being a curve to the right having a radius of 595.00 feet, a central angle of 22 deg. 43 min. 15 sec., a chord which bears South 31 deg. 40 min. 29 sec. West, 254.41 feet to the PLACE OF BEGINNING and containing 1.5166 acres of land, more or less.

EXHIBIT NO. E

ANNEXED PROPERTY

All that certain tract or parcel of land in unrestricted Reserve "D" (4) of PINE VILLAGE NORTH, an Addition in Harris County, Texas, according to the map or plat thereof, recorded in Volume 205, Page 70 of the Map Records of Harris County, Texas, said tract being more particularly described by metes and bounds as follows, to-wit:

BEGINNING at the intersection of the West line of Homestead Road (200 feet wide) and the Northwesterly line of the H.E. & W.T. Railroad (100 feet wide);
THENCE South 79 deg. 15 min. 06 sec. West, 190.00 feet, along the Northerly line of a water plant, to a point;
THENCE South 20 deg. 15 min. 00 sec. East, 251.81 feet, along the Westerly line of said water plant, to a point;
THENCE South 20 deg. 07 min. 00 sec. West, 237.77 feet, along the Northwesterly line of said railroad, to a point;
THENCE North 69 deg. 53 min. 00 sec. West, 23.13 feet to a point;
THENCE South 89 deg. 57 min. 15 sec. West, 272.59 feet to a point on the East line of Wild Pine Drive;
THENCE Northerly, 421.24 feet along the Easterly line of Wild Pine Drive (60 feet wide), same being a curve to the left having a radius of 595.00 feet, a central angle of 40 deg. 33 min. 49 sec., a chord which bears North 00 deg. 01 min. 54 sec. East, 412.50 feet;
THENCE North 20 deg. 15 min. 00 sec. West, 187.09 feet, along the Easterly line of Wild Pine Drive, to a point;
THENCE North 24 deg. 44 min. 59 sec. East, 14.14 feet to a point;
THENCE North 69 deg. 45 min. 00 sec. East, 244.00 feet, along the Southeasterly line of Twisted Pine Court (60 feet wide), to a point;
THENCE Northeasterly, 95.25 feet, along the curve of a cul-de-sac, said curve being to the left and having a radius of 50.00 feet, a central angle of 109 deg. 08 min. 54 sec., a chord which bears North 68 deg. 19 min. 21 sec. East, 81.49 feet;
THENCE South 58 deg. 49 min. 14 sec. East, 21.46 feet to a point;
THENCE North 69 deg. 45 min. 00 sec. East, 121.48 feet to a point;
THENCE Southeasterly, 210.81 feet, along said West line of Homestead Road, same being a curve to the left having a radius of 1054.93 feet, a central angle of 11 deg. 26 min. 59 sec., a chord which bears South 19 deg. 11 min. 23 sec. East, 210.45 feet;
THENCE South 24 deg. 54 min. 53 sec. East, 66.60 feet along said West line of Homestead Road to the PLACE OF BEGINNING and containing 5.676 acres of land, more or less.

ANY PROVISION HEREIN WHICH RESTRICTS THE SALE, RENTAL, OR USE OF THE DESCRIBED REAL PROPERTY BECAUSE OF COLOR OR RACE IS INVALID AND UNENFORCEABLE UNDER FEDERAL LAW.
THE STATE OF TEXAS
COUNTY OF HARRIS
I hereby certify that this instrument was FILED in File Number Sequence on this date and at the time stamped herein by me, and was duly RECORDED, in the Official Public Records of Real Property of Harris County, Texas on

MAY - 1 2003



Beverly L. Huffman
COUNTY CLERK
HARRIS COUNTY, TEXAS

FILE FOR RECORD
8:00 AM

MAY - 1 2003

Beverly L. Huffman
County Clerk, Harris County, Texas

RECORDER'S MEMORANDUM:
At the time of recordation, this instrument was found to be inadequate for the best photographic reproduction because of illegibility, carbon or photo copy, discolored paper, etc. All blockouts, additions and changes were present at the time the instrument was filed and recorded.

EXHIBIT NO. F

ARTICLES OF INCORPORATION

OF

PINE VILLAGE NORTH ASSOCIATION

FILED
In the Office of the
Secretary of State of Texas

We, the undersigned natural persons of the age of twenty-one 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 as Articles of Incorporation for such corporation.

APR 28 1973
J. R. W. High
Director, Corporations Division

ARTICLE ONE

NAME

The name of the corporation is PINE VILLAGE NORTH ASSOCIATION, hereinafter sometimes called the "Corporation" or the "Association."

ARTICLE TWO

NON-PROFIT

The corporation is a non-profit corporation.

ARTICLE THREE

DURATION

The period of its duration is perpetual.

ARTICLE FOUR

PURPOSES AND POWERS

The purpose or purposes for which the corporation is organized are to provide for maintenance, preservation and architectural control of the residence Building Plots and Common Area within that certain tract of property described in the attached Exhibit "A", or any other areas created by the dedication of additional property to the subdivision by the developer, and to promote the recreation, health, safety and welfare of the residents within the above described property and any additions thereto as may hereafter be brought within the jurisdiction of this Association for this purpose 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," applicable to the property and recorded or to be recorded in the office of the County Clerk of 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;

EXHIBIT NO. 6

(b) fix, levy, collect and enforce payment by any lawful means, all charges or assessments pursuant to the terms of the Declaration; 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 property by the Association;

(c) acquire (by gift, purchase or otherwise), own, hold, improve, build upon, operate, maintain, convey, sell, lease, transfer, dedicate for public use or otherwise dispose of real or personal property in connection with the affairs of the Association;

(d) borrow money, and with the assent of two-thirds (2/3) of each class of members mortgage, pledge, deed in trust, or hypothecate any or all of its real or personal property as security for money borrowed or debts incurred;

(e) dedicate, sell or transfer any part of the Common Area to any public agency, authority, or utility for any service to the property above described and any additions thereto, or any part thereof, in accordance with the terms and provisions of the Declaration.

(f) participate in mergers and consolidations with other non-profit corporations organized for the same purposes or annex additional residential property and Common Area, provided that any such merger, consolidation or annexation shall have the assent of two-thirds (2/3) of each class of members, or as may be provided for in said Declaration;

(g) have and to exercise any and all powers, rights and privileges which a corporation organized under the Texas Non-Profit Corporation Act by law may now or hereafter have or exercise.

ARTICLE FIVE

MEMBERSHIP

Every person or entity who is a record owner of a fee or undivided fee interest in any Building Plot which is subject by covenants of record to assessment by the Association, including contract sellers, 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 separated from ownership of any Building Plot which is subject to assessment by the Association.

ARTICLE SIX

VOTING RIGHTS

The Association shall have two classes of voting membership.

Class A. Class A members shall be all Owners with the exception of the Declarant and shall be entitled to one vote for each Building Plot owned. When more than one person holds an interest in any Building Plot, all such persons shall be members. The vote for such Building Plot shall be exercised as they among themselves determine, but in no event shall more than one vote be cast with respect to any Building Plot.

Class B. The Class B member(s) shall be the Declarant (as defined in the Declaration), and shall be entitled to three (3) votes for each Building Plot owned. In determining the number of Building Plots initially owned by Declarant for voting purposes, there shall be counted the equivalent of 900 Building Plots, and the total number of votes (2,700) outstanding in Declarant, shall be reduced by three (3) votes for each Building Plot conveyed by Declarant. The Class B membership shall cease and be converted to Class A membership on the happening of either of the following events, whichever occurs earlier:

- (a) when the total votes outstanding in the Class A membership equal the total votes outstanding in the Class B membership; or
- (b) on the tenth anniversary date of said Declaration.

ARTICLE SEVEN

BOARD OF DIRECTORS

The affairs of this Association shall be managed by a Board of nine (9) Directors, who need not be members of the Association. The number of directors may be changed by amendment of the By-Laws of the Association. Until the election of directors at the first annual meeting of the members the initial board of directors shall so serve.

At the first annual meeting the members shall elect three directors for a term of one year, three directors for a term of two years and three directors

for a term of three years; and at each annual meeting thereafter the members shall elect three directors for a term of three years.

ARTICLE EIGHT

DISSOLUTION

The Association may be dissolved with the assent given in writing and signed by not less than two-thirds (2/3) of each class of members. Upon dissolution of the Association, other than incident to a merger of 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. In the event that such dedication is refused acceptance, such assets shall be granted, conveyed and assigned to any non-profit corporation, association, trust or other organization to be devoted to such similar purposes.

ARTICLE NINE

AMENDMENTS

Amendment of these Articles shall require the assent of two-thirds (2/3) of the votes of the entire membership of each class of members.

ARTICLE TEN

REGISTERED AGENT

The street address of the initial registered office of the corporation is 1440 One Allen Center, Houston, Texas, and the name of its registered agent at such address is JOHN S. BRUNSON.

ARTICLE ELEVEN

INITIAL BOARD OF DIRECTORS

The number of directors constituting the initial board of directors of the corporation is three and the names and addresses of the persons who are to serve as the initial directors are:

1. Thomas M. Gaubert
1440 One Allen Center
Houston, Texas 77002
2. Clarence M. Cockrell
1440 One Allen Center
Houston, Texas 77002
3. James C. Straus
1440 One Allen Center
Houston, Texas 77002



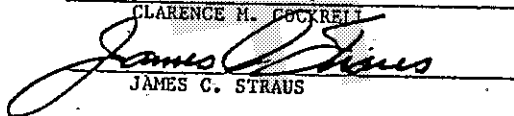
ARTICLE TWELVE

INCORPORATORS

The name and street address of each incorporator is:

1. Thomas M. Gaubert
1440 One Allen Center
Houston, Texas 77002
2. Clarence M. Cockrell
1440 One Allen Center
Houston, Texas 77002
3. James C. Straus
1440 One Allen Center
Houston, Texas 77002

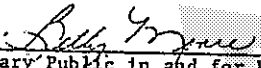
IN WITNESS WHEREOF, we have hereunto set our hands, this 5th day of
April, A. D., 1973.


THOMAS M. GAUBERT

CLARENCE M. COCKRELL

JAMES C. STRAUS

THE STATE OF TEXAS I
COUNTY OF HARRIS I

I, Betty Yzquierdo, a Notary Public, do hereby certify that
on this 5th day of April, A. D., 1973, personally appeared before me, THOMAS
M. GAUBERT, being by me first duly sworn, declared that he is the person
who signed the foregoing document as incorporator, and that the statements therein
contained are true.

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


Notary Public in and for Harris County,
TEXAS
My commission expires June 1, 1973.

COPY

THE STATE OF TEXAS I

COUNTY OF HARRIS I

I, *Betty Moore*, a Notary Public, do hereby certify that on this 5th day of April, A. D., 1973, personally appeared before me, CLARENCE M. COCKRELL, being by me first duly sworn, declared that he is the person who signed the foregoing document as incorporator, and that the statements therein contained are true.

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

Betty Moore
Notary Public in and for Harris County,
T E X A S
My commission expires *June 1, 1973*

THE STATE OF TEXAS I

COUNTY OF HARRIS I

I, *Betty Moore*, a Notary Public, do hereby certify that on this 5th day of April, A. D., 1973, personally appeared before me, JAMES C. STRAUS, being by me first duly sworn, declared that he is the person who signed the foregoing document as incorporator, and that the statements therein contained are true.

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

Betty Moore
Notary Public in and for Harris County,
T E X A S
My commission expires *June 1, 1973*

UNRECORDED

FIELD NOTES

BOUNDARY

A 11.3683 acre tract of land out of a certain 105.2509 acre tract of land located in the William R. Lockwood Survey A-527, Harris County, Texas, and being more particularly described as follows:

COMMENCING at a 5/8" iron rod marking the intersection of the east right of way line of U.S. Highway 59 (Eastex Freeway) as recorded in Volume 3254, Page 380, Harris County Deed Records, and the South right of way line of Hamill Road (80' wide) as recorded in Volume 6486, Page 468, Harris County Deed Records.

THENCE, S. 89° 44' 20" E., along said South right of way line a distance of 645.46 feet to the PLACE OF BEGINNING, said point being the north west corner of the herein described tract.

THENCE, continuing along S. 89° 44' 20" E, a distance of 561.56 feet to a point for corner,

THENCE, S. 44° 44' 20" E, 14.14 feet to a point for corner,

THENCE, S. 00° 15' 40" W, 350.00 feet to a point of curvature to the right,

THENCE along the arc of said curve having as its rudiments a central angle of 15° 48' 55" a radius of 535.00 feet and an arc length of 147.68 feet to a point of tangency,

THENCE, S. 16° 04' 35" W, 439.55 feet to a point for corner,

THENCE, S. 61° 04' 45" W, 14.14 feet to a point for corner, said point being in the arc of a curve to the left,

THENCE along said arc of a curve having as its rudiments a central angle of 15° 18' 00" a radius of 495.00 feet and an arc length of 132.18 feet to a point of tangency,

THENCE, N. 89° 13' 25" W., 296.95 feet to a point for corner.

THENCE, N. 00° 46' 35" E, 914.27 feet to the PLACE OF BEGINNING of the herein described tract, said tract containing 11.3683 acres, more or less.

ASSOCIATED ENGINEERING CONSULTANTS, INC.

By W. W. Dunge

EXHIBIT A

AUGUST 24, 1972
Job No. 72-209



EXHIBIT "A"

UNOFFICIAL COPY

BY-LAWS

OF

PINE VILLAGE NORTH ASSOCIATION

ARTICLE I

NAME AND LOCATION. The name of the corporation is PINE VILLAGE NORTH ASSOCIATION, hereinafter referred to as the "Association." The principal office of the corporation shall be located at Houston, Texas, 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. "Association" shall mean and refer to PINE VILLAGE NORTH ASSOCIATION, a Texas Non-Profit Corporation, its successors and assigns.

Section 2. "Properties" shall mean and refer to that certain real property described in the Declaration of Covenants, Conditions and Restrictions, and such additions thereto as may hereafter be brought within the jurisdiction of the Association.

Section 3. "Common Area" shall mean all real property owned by the Association for the common use and enjoyment of the Owners.

Section 4. "Building Plot" shall mean and refer to each of the individual tracts of land or resubdivision of same, into which the property (including any added or annexed property), excepting the Common Area, has been divided for the construction of townhouses thereon for individual use and ownership.

Section 5. "Owner" shall mean and refer to the record owner, whether one or more persons or entities, of the fee simple title to any Building Plot which is a part of the properties, including contract sellers, but excluding those having such interest merely as security for the performance of an obligation.

Section 6. "Declarant" shall mean and refer to PINE VILLAGE DEVELOPMENT COMPANY, a Texas corporation, its successors and assigns if such successors or assigns should acquire more than one undeveloped Building Plot from the Declarant for the purpose of development.

EXHIBIT NO. H

Section 7. "Declaration" shall mean and refer to the Declaration of Covenants, Conditions and Restrictions applicable to the Properties recorded in the Office of the County Clerk of Harris County, Texas.

Section 8. "Member" shall mean and refer to those persons entitled to membership as provided in the Declaration.

ARTICLE III

MEETING OF MEMBERS

Section 1. Annual Meetings. The first annual meeting of the members shall be held within one year from date of incorporation of the Association, and each subsequent regular annual meeting of the members shall be held on the same day of the same month of each year thereafter, at the hour of 7:30 o'clock, P. M. If the day of the annual meeting of the members is a legal holiday, the meeting will be held at the same hour on the first day following which is not a legal holiday.

Section 2. Special Meetings. Special meetings of the members may be called at any time by the President or by the Board of Directors, or upon written request of the members who are entitled to vote one-fourth (1/4) of all the votes of the Class A membership.

Section 3. Notice of Meetings. Written notice of each meeting of the members shall be given by, or at the direction of, the secretary or person authorized to call the meeting, by mailing a copy of such notice, postage prepaid, at least 15 but not more than 30 days before such meeting to each member entitled to vote thereat, 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, day and hour of the meeting, and, in the case of a special meeting, the purpose of the meeting.

Section 4. Quorum. The presence at the meeting of members entitled to cast, or of proxies entitled to cast, one-tenth (1/10) of the votes of each class of membership shall constitute a quorum for any action except as otherwise provided in the Articles of Incorporation, the Declaration, or these By-laws. If, however, such 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 announcement at the meeting, until a quorum as aforesaid shall be present or be represented.

Section 5. Proxies. At all meetings of members, each member may vote in person or by proxy. All proxies shall be in writing and filed with the secretary. Every proxy shall be revocable and shall automatically cease upon conveyance by the member of his Building Plot.

ARTICLE IV

BOARD OF DIRECTORS: SELECTION: TERM OF OFFICE

Section 1. Number. The affairs of this Association shall be managed by a Board of nine (9) directors, who need not be members of the Association. The number of directors may be changed by amendment of the By-Laws of the Association. Until the election of directors at the first annual meeting of the members the initial board of directors shall so serve.

Section 2. Term of Office. At the first annual meeting the members shall elect three directors for a term of one year, three directors for a term of two years and three directors for a term of three years; and at each annual meeting thereafter the members shall elect three directors for a term of three years.

Section 3. Removal. Any director may be removed from the Board, with or without cause, by a majority vote of the members of the Association. In the event of death, resignation or removal of a director, his successor shall be selected by 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 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 prior to each annual meeting of the members, to serve from the close of such annual meeting until the close of the next annual meeting and such appointment shall be announced at each annual meeting.

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 Declaration. The persons receiving the largest number of votes shall be elected. Cumulative voting is not permitted.

ARTICLE VI

MEETINGS OF DIRECTORS

Section 1. Regular Meetings. Regular meetings of the Board of Directors shall be held monthly without notice, at such place and hour as may be fixed from time to time by resolution of the Board. Should said meeting 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 shall constitute a quorum for the transaction of business. Every act or decision done or made by a majority of the directors present at a duly held meeting at which a quorum is present shall be regarded as the act of the Board.

ARTICLE VII

POWERS AND DUTIES OF THE BOARD OF DIRECTORS

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

(a) adopt and publish rules and regulations governing the use of the Common Area and facilities, and the personal conduct of the members and their guests thereon, and to establish penalties for the infraction thereof;

(b) suspend the voting rights and right to use of any facilities owned or operated by the Association by a member during any period in which such member shall be in default in the payment of any assessment levied by the Association. Such rights may also be suspended after notice and hearing, for a period not to exceed 60 days for infraction of published rules and regulations;

(c) 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;

(d) 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; and

(e) employ a manager, independent contractors, or such other employees as they deem necessary, and to prescribe their duties.

Section 2. Duties. It shall be the duty of the Board of Directors to:

(a) cause to be kept a complete record of all its acts and corporate affairs and to present a statement thereof to the members at the annual meeting of the members, or at any special meeting which such statement is requested in writing by one-fourth (1/4) of the Class A members who are entitled to vote;

(b) supervise all officers, agents and employees of this Association, and to see that their duties are properly performed;

(c) as more fully provided in the Declaration, to:

(1) fix the amount of the annual assessment against each Building Plot at least thirty (30) days in advance of each annual assessment period; and

(2) send written notice of each assessment to every Owner subject thereto at least thirty (30) days in advance of each annual assessment period; and

(3) foreclose the lien against any property for which assessments are not paid within thirty (30) days after due date or to bring an action at law against the owner personally obligated to pay the same;

(d) issue, or to cause an appropriate officer to issue, upon demand by any person, a certificate setting forth whether or not any assessment has been paid. A reasonable charge may be made by the Board for the issuance of these certificates. If a certificate states an assessment has been paid, such certificate shall be conclusive evidence of such payment;

(e) procure and maintain adequate liability and hazard insurance on property owned by the Association;

(f) cause all officers or employees having fiscal responsibilities to be bonded, as it may deem appropriate;

(g) cause the Common Area to be maintained; and

(h) cause the exterior of the dwellings to be maintained.

ARTICLE VIII

OFFICERS AND THEIR DUTIES

Section 1. Enumeration of Officers. The officers of this Association shall be a president and vice-president, who shall at all times be members of the Board of Directors, a secretary, and a treasurer, and such other officers as the Board may from time to time by resolution create.

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, or shall be removed, or otherwise disqualified to serve.

Section 4. Special Appointments. The Board may elect such other officers as the affairs of the Association may require, each of whom shall hold office for such period, have such authority, and perform such duties as the Board may, from time to time; determine.

Section 5. Resignation and Removal. Any officer may be removed from office without cause by the Board. Any officer may resign at any time giving written notice to the Board, the president or secretary. Such resignation shall take effect on the date of receipt of such notice or at any later time specified therein, and unless otherwise specified therein, the acceptance of such resignation shall not be necessary to make it effective.

Section 6. Vacancies. A vacancy in any office may be filled by appointment by the Board. The officer appointed to such vacancy shall serve for the remainder of the term of the officer he replaces.

Section 7. Multiple Offices. The offices of secretary and treasurer may be held by the same person. No person shall simultaneously hold more than one of any of the other offices except in the case of special offices created pursuant to Section 4 of this Article.

Section 8. Duties. The duties of the officers are as follows:

President

(a) The president shall preside at all meetings of the Board of Directors; shall see that orders and resolutions of the Board are carried out; shall sign all leases, mortgages, deeds and other written instruments and shall co-sign all checks and promissory notes, except as may be otherwise approved by the Board of Directors.

Vice-President

(b) 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.

Secretary

(c) The secretary shall record the votes and keep the minutes of all meetings and proceedings of the Board and of the members; keep the corporate seal of the Association and affix it on all papers requiring said seal; serve notice of meetings of the Board and of the members; keep appropriate current records showing the members of the Association together with their addresses, and shall perform such other duties as required by the Board.

Treasurer

(d) 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 and promissory notes of the Association; keep proper books of account; cause an annual audit of the Association books to be made by a public accountant at the completion of each fiscal year; and shall prepare an

annual budget and a statement of income and expenditures to be represented to the membership at its regular annual meeting, and deliver a copy of each to the members.

ARTICLE IX

COMMITTEES

The Association shall appoint an Architectural Control Committee, as provided in the Declaration, and a Nominating Committee, as provided in these By-Laws. In addition, the Board of Directors shall appoint other committees as deemed appropriate in carrying out its purpose.

ARTICLE X

RECORDS

The books, records and papers of the Association shall at all times, during reasonable business hours, be subject to inspection by any member. The Declaration, the Articles of Incorporation and the By-Laws of the Association shall be available for inspection by any member at the principal office of the Association, where copies may be purchased at reasonable cost.

ARTICLE XI

ASSESSMENTS

As more fully provided in the Declaration, each member is obligated to pay to the Association annual and special assessments which are secured by a continuing lien upon the property against which the assessment is made. Any assessments which are not paid when due shall be delinquent. If the assessment is not paid within thirty (30) days after the due date, the assessment shall bear interest from the date of delinquency at the rate of ten (10%) per cent per annum, and the Association may bring an action at law against the Owner personally obligated to pay the same or foreclose the lien against the property, and interest, costs, and reasonable attorney's fees of any such action shall be added to the amount of such assessment. No Owner may waive or otherwise escape liability for the assessments provided for herein by non-use of the Common Area or abandonment of his Building Plot.

ARTICLE XII

CORPORATE SEAL

The Association shall have a seal in circular form having within its circumference the words: PINE VILLAGE NORTH ASSOCIATION.

ARTICLE XIII

AMENDMENTS

Section 1. These By-Laws may be amended, at a regular or special meeting of the members, by a vote of a majority 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.

ARTICLE XIV

MISCELLANEOUS

The fiscal year of the Association shall begin on the first day of January and end on the 31st day of December of every year, except that the first fiscal year shall begin on the date of incorporation.

IN WITNESS WHEREOF, we, being all of the Directors of PINE VILLAGE NORTH ASSOCIATION, have hereunto set our hands the 5th day of April A. D., 1973.

Thomas M. Gaubert

THOMAS M. GAUBERT

Clarence M. Cockrell

CLARENCE M. COCKRELL

James C. Straus

JAMES C. STRAUS

THE STATE OF TEXAS I
COUNTY OF HARRIS I

BEFORE ME, the undersigned authority, on this day personally appeared THOMAS M. GAUBERT, 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.

GIVEN UNDER MY HAND AND SEAL OF OFFICE, this 5th day of April, A. D., 1973.

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

THE STATE OF TEXAS I
COUNTY OF HARRIS I

BEFORE ME, the undersigned authority, on this day personally appeared
CLARENCE H. COCKRELL, 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.

GIVEN UNDER MY HAND AND SEAL OF OFFICE, this 5th day of April
A. D., 1973.

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

THE STATE OF TEXAS I
COUNTY OF HARRIS I

BEFORE ME, the undersigned authority, on this day personally appeared
JAMES C. STRAUS, 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.

GIVEN UNDER MY HAND AND SEAL OF OFFICE, this 5th day of April
A. D., 1973.

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

CERTIFICATION

I, the undersigned, do hereby certify:

THAT I am the duly elected and acting Secretary of the PINE VILLAGE NORTH
ASSOCIATION, a non-profit corporation, and

THAT the foregoing By-Laws constitute the original By-Laws of said Asso-
ciation, as duly adopted at a meeting of the Board of Directors thereof, held
on the day of A. D., 1973.

IN WITNESS WHEREOF, I have hereunto subscribed my name and affixed
the seal of said Association this day of A. D., 1973.

Secretary

PINE VILLAGE NORTH ASSOCIATION
Rules and Regulations

SECTION 1.00 MAINTENANCE ASSESSMENTS AND LATE CHARGE

- 1.01 - The annual and special assessments, together with interest, costs and reasonable attorney's fees, are a charge on the land and constitute a continuing lien upon the property against which each such assessment is made. Each such assessment, together with interest, costs and reasonable attorney's fees, also constitute the personal obligation of the person who was the Owner of such property at the time when the assessment fell due.
- 1.02 - The annual assessment is due by the 1st day of January of each year. As an accommodation to all homeowners, the Board of Directors will permit all homeowners the revocable option (at the Board's sole discretion) to pay the annual assessment in twelve (12) equal pro-rata installments. Each pro-rata payment shall be due on the first (1st) calendar day of each month unless the Board in its discretion determines the homeowner to be habitually delinquent, then the monthly payment accommodation may be revoked. Any assessment not paid within thirty (30) days after the due date shall bear interest from the due date at the rate of 10% per annum.
- 1.03 - Each of the twelve pro-rata assessment installment payments shall be due on the 1st day of each consecutive calendar month. If payment is not received by the Association or its designated agent by the 15th day of the month in which it is due, a late charge of \$25.00 shall be charged to the homeowner's account.
- 1.04 - The Board of Directors may suspend the voting rights and right to use of any facilities owned or operated by the Association by a member during any period in which such member shall be in default in the payment of any assessment levied by the Association.

SECTION 2.00 ARCHITECTURAL CONTROL

- 2.01 - The Declaration of Covenants, Conditions and Restrictions for Pine Village North, Section One ("Declaration") requires that any and all changes to the exterior of a townhouse or a Building Plot be approved in advance by the Board of Directors of the Association. To request permission for any change, addition, improvement or alteration to the exterior of a townhome, a Building Plot, or anything appurtenant thereto, an Owner must submit a written request to the Association Board of Directors giving details of the proposed changes. The letter must be accompanied by drawings which illustrate details of appearance, dimension, and construction materials. This information should be submitted to the Association office. The Board

6/25/01

of Directors will respond within thirty days either granting approval or denying the request.

2.02 - Some of the "Use Restrictions" set forth in the Declaration are:

- a. You cannot obstruct the Common Areas in any way.
- b. Your home may only be used as a private single-family residence. No Building Plot shall be used or occupied for any business, commercial trade, or professional purposes either apart from or in connection with the use thereof as a residence, unless a waiver has been given by the Board of Directors.
- c. Noxious or offensive activities are not permitted on any Building Plot or in the Common Areas, including activities which may be offensive to other owners.
- d. Two household pets may be kept, providing they do not become a nuisance. They must be kept on a leash when outside.
- e. Livestock and poultry are not permitted.
- f. An owner or resident shall do not act nor any work that will impair the structural soundness or integrity of another residence or impair any easement of hereditament or not do any act nor allow any condition to exist which will adversely affect the other.

2.03 - Single Family Defined: As used in these Rules and Regulations, the term "single family" shall be construed to mean: One or more natural persons maintaining a common household within a single family residence upon a Building Plot and includes:

- (1) parents, children, grandparents, and grandchildren who are members of a single family related by blood, marriage, or adoption; or
- (2) person whose relationship with one another is similar to that of the persons described in subsection (1), or
- (3) a group of natural persons not so related but not to exceed the number of bona fide bedrooms contained in the residence being so occupied; and
- (4) the domestic servants of either.

In no event shall a single family residence be occupied by more than the product of one person for 50 square feet of floor space contained in the total number of bedrooms in the individual townhome.

SECTION 3.00 LANDSCAPING

3.01 - Any exterior landscaping alterations or planting done around any townhome must have prior approval of the Board of Directors.

SECTION 4.00

CONTROL OF AND ACCESS TO STREETS, ALLEYWAYS, PARKING AND COMMON AREAS

- 4.01 - All streets and alleyways and Common Areas are private property and are controlled by the Board of Directors. No one shall interfere with the free flow use of the common property and amenities. Any vehicle traffic which disrupts or disturbs the free flow of traffic is prohibited.
- 4.02 - "Vehicles" shall mean and include cars, go-carts, boats, trailers, trucks, machinery, and recreational vehicles. Vehicles not licensed or suitable for licensing on a public street or highway by the State of Texas, including but not limited to, go-carts, shall not be permitted to operate on the streets and alleyways or to be parked on the streets or alleyways regulated by the Association unless permission is given by the Board of Directors. Vehicles without current registration and inspections stickers are subject to towing.
- 4.03 - Owners and/or residents shall not use any guest parking spaces for their own personal vehicles.
- 4.04 - Vehicles are not permitted to be parked or left unattended in alleyways. Unloading is permitted if hazard lights (flashers) are operating and the vehicle is moved in 20 minutes.
- 4.05 - The parking of vehicles that have over one-ton capacity is prohibited.
No Box Trucks higher than 9 FEET.
- 4.06 - Vehicles are not permitted to be noxious or offensive, nor shall anything be done on any Building Plot or in the Common Areas which may be or become an annoyance or nuisance to the other owners or residents. No repair work, dismantling, or assembling of motor vehicles or any other machinery or equipment shall be permitted in any street, driveway, or yard adjacent to a street, or in the Common Areas. THE IMPROPER DISPOSAL, PLACEMENT OF MOTOR OIL OR ANY OTHER CONTAMINANT UPON ASSOCIATION PROPERTY OR ANY LAW, GRASSY AREA, OR ANY STORM DRAIN IS STRICTLY PROHIBITED.
- 4.07 - Passing through the access gates in the wrong directions is a violation of these Rules and Regulations.
- 4.08 - Forcing gates to open or stay open is a violation of these Rules and Regulations and any such person may be charged for the gate repair. Any damage, vandalism or interference with the gates or gate apparatus is prohibited.
- 4.09 - Pine Village North Association has exclusive control of the gates and access to the Association's private streets. Access gate cards and remotes are available at the

6/25/01

Association office for a fee to be refunded only within a week after the Owner/resident moves out and the card or remote is returned to the office. Proof of residence and ID are required for issuance of access cards and/or remotes.

- 4.10 - All Owners or residents are requested to display Association parking decals in a location on the respective vehicle designated by the Association. All Owners or residents are requested to complete and return to the Association office vehicle registration forms supplied by the office.
- 4.11 - All guests and visitors may be requested to show identification. Visitors must obey all parking restrictions and speed limits. The gate access code has to be responded to by the Owner/resident as access codes will not be given to visitors by the Association office.
- 4.12 - All vehicles in violation of these vehicle regulations, including inoperable vehicles left on a street or parking area for a period of more than 72 hours are subject to being towed without further notice at the Owner's expense.

SECTION 5.00 UTILITIES

- 5.01 - Electricity. Each home is provided with a meter for your own internal consumption and arrangements for this service must be made directly with Houston Lighting and Power Company. Any electrical problems on your side of the junction box (the large green metal box outside your patio) are the responsibility of the Owner.
- 5.02 - Water. Each one is provided with a meter for your own internal consumption and arrangements for this service must be made directly with Texas Environmental Enterprises. Any sewer stoppage or plumbing malfunction in the water and sewer lines inside the townhome and extending outside to the sanitary sewer collection system is the responsibility of the Owner. The Owner's responsibility for maintenance of the pressure water system begins on the Owner's side (of the meter) of the shutoff valve of the home. Internal piping, faucet, and appliance malfunction or leaks are the responsibility of the Owner.
- 5.03 - Gas. Each home is provided with a meter for your own internal consumption and arrangements for this service must be made directly with the Entex Company. Any problem on your side of the meter is the responsibility of the Owner.

SECTION 6.00 INSURANCE

- 6.01 - Each Owner is responsible for insuring his or her townhome structure and personal belongings, both in the townhome unit and garage. It is required that each Owner maintain their own casualty loss insurance. Each Owner is responsible for the

6/25/01

maintenance and repair of damage to an Owner's Building Plot, townhome unit and appurtenances thereto, caused by fire or other casualty loss normally covered by insurance on these premises. When renewing insurance, a certificate of insurance must be sent to the Association office. In the absence of proof of insurance, the Board may obtain insurance and charge the Owner.

SECTION 7.00 MAINTENANCE

- 7.01 - The Association shall maintain the Common Areas and provide exterior maintenance upon each Building Plot which is subject to assessment, save and except the exterior maintenance described previously, below and more particularly described in the Declaration and Bylaws of the Association.
- 7.02 - The Association's exterior maintenance responsibility shall not include any loss or damage covered by insurance on the premises, glass surfaces, enclosed patio areas, windows and doors, window and door fixtures and hardware, landscaping installed by Owner, air conditioning equipment, utility company meters, circuit breakers and switch panels, sewer, gas and electric power service lines nor anything else excluded from the Association's responsibility in the Declaration, Bylaws, or these Rules and Regulations.
- 7.03 - An Owner shall maintain and repair the interior of the Owner's townhome unit. An Owner shall also perform all exterior maintenance that is excluded from the Association's exterior maintenance responsibility in the Declaration, Bylaws or these Rules and Regulations.
- 7.04 - In the event that the need for maintenance or repair is caused through the willful or negligent act of the Owner, his family, or guests, invitees, employees, agents or tenants, the cost of such maintenance or repairs shall be added to and become a part of the assessment to which such Building Plot is subject.

SECTION 8.00 PAINTING

- 8.01 - The exteriors of all Pine Village townhomes are painted by the Association. The exterior colors are approved by the Board of Directors. If a color change is requested (and approved by the Board of Directors) requiring two coats, the Owner(s) must pay for the second cost. Varnished doors must be maintained by the Owner.

SECTION 9.00 TENNIS COURT

- 9.01 - There is a lighted tennis court in the Common Area which is available for play from 8 a.m. until 8 p.m. The lighted tennis court operates on a first come, first serve basis.

6/25/01

Proper shoes must be worn on the court. See the Association office for access. There is a two hour maximum when someone is waiting.

SECTION 10.00 BASKETBALL COURT

- 10.01 - A basketball court is located in the Common Area. Proper shoes must be worn on the court. The basketball court facilities close at 8 p.m. The basketball court operates on a first come, first service basis. See the Association office for access. There is a two hour maximum when someone is waiting.

SECTION 11.00 SWIMMING POOL

- 11.01 - During the swimming season, pool hours are posted at the pool adjacent to the Clubhouse. Copies of all Pool Rules and Regulations are available at the Association office.

SECTION 12.00 USE AT OWN RISK AND SUPERVISION

- 12.01 - All activities and recreational facilities located at Pine Village North Townhomes shall be used by owners, tenants, residents, and guests at their own risk. Children must be supervised by an adult at all times.

SECTION 13.00 QUIET ENJOYMENT

- 13.01 - No activity shall be carried on any Building Plot or the Common Area which might reasonably be considered as giving annoyance to neighbors of ordinary sensibilities and which might be calculated to reduce the desirability of the Properties as a residential neighborhood, even though such activity be in the nature of a hobby and not carried on for profit. The Board of Directors of the Association shall have the sole and exclusive discretion to determine what constitutes an annoyance.
- 13.02 - No public intoxication will be allowed. Any person under the age of 21 found to be drinking or any public drunkenness may be reported to the Sheriff's Department for action against both the offender and the person supplying the alcoholic beverage.
- 13.03 - The public display, discharge or use of any and all fireworks, pyrotechnic devices, knives, weapons and guns, including but not limited to pellet, BB or air guns in the Common Areas is strictly prohibited.
- 13.04 - Outdoor cooking shall be permitted on individual Building Plots only in equipment especially constructed for same and only in such manner as not to create a hazard or fire or injury to persons or property. All outdoor cooking equipment shall be properly maintained. Outdoor cooking equipment shall not be used inside a garage.

6/25/01

13.05 - Owners, tenants and residents shall insure that their children and other dependents, and the children and other dependents of their visitors, guests, or invitees, are properly supervised at all times, and shall not permit such children and other dependents to engage in any activity or conduct that will cause damage to or require additional maintenance of any of the community properties or Common areas or the Building Plots, including landscaped areas and recreational facilities, or which is otherwise in violation of the Declaration, the Bylaws or these Rules and Regulations.

13.06 - All children and juveniles under the age of seventeen are subject to the Harris County Curfew law which is enforced by the Harris County Sheriff's Department. The curfew is between the hours of 12 midnight and 6 a.m., seven days a week unless said children or juveniles are in the presence of a chaperoning adult.

13.07 - Each Owner, tenant or resident may be jointly and severally liable for the observance and performance of all of the terms and provisions of the Declaration, the Bylaws, and these Rules and Regulations by all members of the Owner's tenants, resident's family, including children, and by all tenants, guests, agents and invitees of such Owner or residents.

SECTION 14.00 MISCELLANEOUS PROVISIONS

14.01 - The use of stereophonic equipment, radios, CD/Tape players, and headphones, bells, whistles, alarms, or car horns, at decibel levels that constitute a nuisance to others whether said devices are used inside a townhome unit or in the Common Areas, is prohibited.

14.02 - Trash receptacles or other garbage must not be placed on a street, alleyway or in the Common Areas prior to 4 a.m. of the scheduled trash collection day and the container must be removed by 8 p.m. the same day. Trash collection days are Tuesday and Friday. Large, heavy trash items must be carried to the curb on Friday's only. Tires will not be picked up by the trash collector.

14.03 - Littering is prohibited.

14.04 - The Association has the right to limit the number of guests of owners or residents using any portion of the Common Areas and any facilities located thereon.

SECTION 15.00 ENFORCEMENT

15.01 - Failure to obey any rule or regulation, or any use restrictions or applicable provisions of the Declarations, or the Bylaws, may result in the suspension of use of Pine Village North recreational facilities, owners voting rights, and may also result in legal action being filed against you. In addition to all rights and remedies conferred by the

6/25/01

COPY

Declaration, the Bylaws, these Rules and Regulations or the applicable law, the following procedures, rights and remedies are hereby established for enforcement of the Declaration, the Bylaws and these Rules and Regulations.

- 15.02 - The Association Board or its authorized agent(s) shall make periodic inspections of the properties for the purpose of noting any violation of the terms and provisions of the Declaration, the Bylaws and these Rules and Regulations. Complaints by the Owner, tenant, or resident concerning the observance, performance and violation of the terms and provisions of the Declaration, the Bylaws, and these Rules and Regulations shall be made in writing to the Association Board of Directors or at the management office of the Association.
- 15.03 - Liability for the Conduct of Others. Each Owner or resident may be jointly and severally liable for the observance and performance of all of the terms and provisions of the Declaration, the Bylaws, and these Rules and Regulations by all members of the Owner's or resident's family, including children, and by all the respective tenants, guests, agents and invitees of such Owners and residents.
- 15.04 - Violation Notice(s). Upon the noting or making of a complaint as above provided, and unless the Board of Directors determines otherwise, the authorized agent or legal counsel for the Association shall give written notice of each separate violation to the Owners/tenants and residents involved, unless circumstances require immediate legal action be taken without giving notice. In the event the violation is not resolved within the time provided by the notice, formal legal action may be brought by the Association against the Owner.
- 15.05 - Return Check Charge. In order to defray additional administrative costs resulting from the return of checks and drafts delivered to the Association in payment of any monetary obligation to the Association due to insufficient funds, the closing of an account or any other reason resulting in dishonor, there is hereby imposed a TWENTY-FIVE DOLLAR (\$25.00) service charge as to each and every instrument so dishonored which shall be due and payable immediately upon dishonor without necessity for demand, notice of any kind or presentment for payment.

SECTION 16.00 AMENDMENT AND MODIFICATION

- 16.01 - These rules and regulations may be amended and modified from time to time by the Board of Directors.

6/25/01

APPROVED by the Board of Directors of the Pine Village North Association on the 25 day of JUNE, 2001, by a vote of the Board of Directors.

ATTESTED TO:

PINE VILLAGE NORTH ASSOCIATION

PINE VILLAGE NORTH ASSOCIATION

By: Paul Winger
President

By: Gregory R. Rocco
Secretary

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tc

552-88-8744

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**CERTIFICATION OF AMENDMENT TO
PINE VILLAGE NORTH ASSOCIATION BYLAWS**

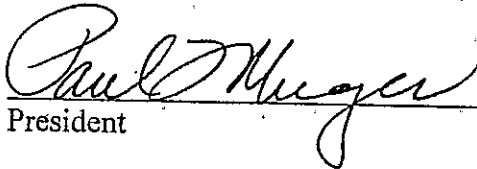
This shall certify that on October 27, 2001, the members of the Pine Village North Association, at a regularly called annual meeting of the members of the Association, amended the By-Laws of the Pine Village North Association as follows:

Article IV, Section 1 and 2 of the By-Laws of the Pine Village North Association have been amended to read as follows:

Section 1. Number. The affairs of this Association shall be managed by a Board of five (5) directors, who need not be members of the Association. The number of directors may be changed by amendment of the By-Laws of the Association.

Section 2. Term of Office. At each annual meeting, the members shall elect directors to fill all expiring director positions. Each director so elected shall serve a term of three years subject to the provisions of these By-Laws.

The above By-Law change was adopted by amendment by a majority vote of the members in attendance at a duly called annual meeting of the Association in which a quorum was present.




President



Secretary

MNK\pine\certify bylaws
tc


COUNTY CLERK
HARRIS COUNTY, TEXAS

04 SEP 27 AM 9:03

FILED

EXHIBIT NO. "I"

44-388-2-63

COPY

UNOFFICIAL

CERTIFICATION OF AMENDMENT TO
PINE VILLAGE NORTH ASSOCIATION BYLAWS

This shall certify that on October 27, 2002, the members of the Pine Village North Association, at a regularly called annual meeting of the members of the Association, amended the By-Laws of the Pine Village North Association as follows:

Article XIV of the By-Laws of the Pine Village North Association has been amended to read as follows:

Section 1. The fiscal year of the Association shall begin on the first day of January and end on the 31st day of December of every year, except that the first fiscal year shall begin on the date of incorporation.

Section 2. In order to clear up any question as to what version of the By-Laws (and any amendments thereto) are applicable to the Pine Village North Owners Association, a Texas non-profit corporation, it is hereby established that the only By-Laws and By-Law amendments which are applicable to the Pine Village North Owners Association are the original By-Laws dated April 5, 1973 (which has been recorded as exhibit "H" to the Affidavit of Property Owners' Association under Harris County Clerk's File Number V277409 (microfilm number 543-66-1186, et seq.) in the Official Public Records of Real Property of Harris County, Texas, and the amendment to the original By-Laws adopted on October 27, 2001 (which has been recorded as exhibit "J" to the Supplemental Affidavit of Property Owners' Association under Harris County Clerk's File Number V605681 (microfilm number 548-93-1902, et seq.) in the Official Public Records of Real Property of Harris County, Texas, and this second amendment to the By-Laws.

Section 3. Any other By-Laws or By-Law amendments which may have been adopted in the past (other than those listed in Section 2 of this Article) are hereby cancelled and declared immediately null, void, and of no force and effect.

The above By-Law change was adopted by amendment by a majority vote of the members in attendance at the duly called 2002 annual meeting of the Association in which a quorum was present.

Paul Winger

President

Jacqueline Bore

Secretary

MNK\pine\certify bylaws 2002
to

RECORDER'S MEMORANDUM:
At the time of recordation, this instrument was found to be inadequate for the best photograph reproduction because of illegibility, carbon or photo copy, discolored paper, etc. All blockouts, additions and changes were present at the time the instrument was filed and recorded

ANY PROVISION HEREIN WHICH RESTRICTS THE SALE, RENTAL, OR USE OF THE DESCRIBED REAL PROPERTY BECAUSE OF COLOR OR RACE IS INVALID AND UNENFORCEABLE UNDER FEDERAL LAW.
THE 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 herein by me, and was duly RECORDED in the Official Public Records of Real Property of Harris County, Texas on

SEP 27 2004

EXHIBIT NO. *K*



Bonnie L. Kayman

COUNTY CLERK
HARRIS COUNTY, TEXAS