

And shall be replaced with the following:

"Such maintenance charge may be adjusted by Fleetwood Property Owners Association, Inc. (successor to Fleetwood Community Improvement Association, Inc.) (the "Association"), from year to year as the needs of the property may in its judgment require, provided however, that the maintenance charge assessed for the year 2005, which shall be due on January 1, 2005, shall not exceed Three Hundred Seventy-Five and NO/100 Dollars (\$375.00) per lot. The amount of the maintenance charge shall be levied at the sole discretion of the Board of Directors of the Association. The Board of Directors shall determine the sufficiency or insufficiency of the then current maintenance charge to reasonably meet the expenses for providing services and capital improvements in Fleetwood Section 1, Section 2, Section III, Section Three (3), Section Five (5) and Section Six (6), inclusive, all subdivisions in Harris County, Texas, and may, in its sole discretion, beginning for the year 2006, increase the annual maintenance charge in an amount up to five percent (5%) over the previous year's annual maintenance charge. The annual maintenance charge shall not be adjusted more than once in a calendar year nor shall any increase be construed to take effect retroactively. Any such increase not levied annually may not be accumulated."

That portion of Paragraph 24, entitled "Amendment to the Above Restrictions" which reads as follows, is hereby deleted in its entirety:

"This declaration may be amended by Kickerillo, at any time within five (5) years from the date of this instrument, also this declaration may be amended during the first twenty (20) year period by an instrument signed by not less than ninety (90%) percent of the lot owners, and thereafter by an instrument signed by not less that seventy-five (75%) percent of the lot owners."

And shall be replaced with the following:

"This declaration may be amended by an instrument signed by at least one of the owners of not less than seventy-five per cent (75%) of the lots contained within FLEETWOOD, SECTION 2, Subdivision."

A new Paragraph 25, entitled "Special Assessment" shall be added as follows:

"In addition to the annual maintenance charge, the Association may levy a Special Assessment, which shall be uniformly assessed against all lots within the Association subject to such Special

Assessment, for defraying, in whole or in part, the cost of any construction, reconstruction, repair or replacement of a capital type improvement, in the common areas of the subdivision or any other special need that is not included within the normal operating budget of the Association. The Special Assessment shall be levied at the sole discretion of the Board of Directors of the Association, however, in order for any Special Assessment to be imposed, the Association shall give written notice to the owners of each lot at their last known mailing address and, before the Special Assessment can become effective, it must be approved, in writing, by at least one owner of not less than two-thirds (2/3) of the lots within the Association subject to such Special Assessment."

The Declaration, except as expressly amended hereby, shall remain in full force and effect, and is hereby ratified and confirmed.

Notwithstanding anything contained herein to the contrary, this First Amendment to Restrictions, FLEETWOOD, SECTION 2 (the "First Amendment") shall not be recorded nor become effective unless and until a similar amendment is approved by not less than seventy-five percent (75%) of the lot owners in each of Fleetwood Section 1, Section III, Section Three (3), Section Five (5) and Section Six (6), all Fleetwood Subdivisions (the "Contingent Approval") and all are recorded and become effective at the same time. In the event the Contingent Approval is not achieved, this First Amendment shall not be recorded and shall be of no force and effect. In the further event this First Amendment is recorded before January 1, 2006, but after the Board of Directors of the Association has already established the annual maintenance charge for 2005, the Board of Directors of the Association is authorized to change the maintenance charge for 2005, up to the maximum as herein provided, and is authorized to submit a supplemental bill to each lot owner for the difference between the amount originally determined and billed to each lot owner by the Association and any higher amount determined in accordance herewith.

IN WITNESS WHEREOF, the undersigned have executed this First Amendment as of the dates of their respective acknowledgments attached hereto, to be effective, subject to the Contingent Approval set out above, on the date this First Amendment is recorded in the Official Public Records of Real Property of Harris County, Texas.

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The undersigned owners of the property in FLEETWOOD SECTION 2 Subdivision, described below, approve the foregoing amendments as set out therein.

Legal Description: Section: 2, Block: 1, Lot: 14

Street Address: 15911 FOXGATE ROAD
Houston, Harris County, Texas 77079

Owners Names: [Signature] 4/27/05
SIGNATURE DATE

MOHAMMAD RAHBARI
PRINTED NAME

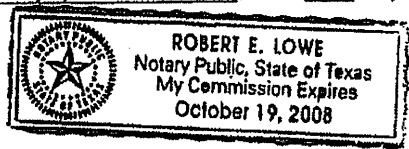
[Signature] 4/27/05
SIGNATURE DATE

RAHIMEH RAHBARI
PRINTED NAME

(23)
[Handwritten mark]

STATE OF TEXAS §
 §
COUNTY OF HARRIS §

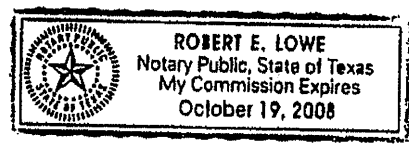
This instrument was acknowledged before me on the 27th day of APRIL, 2005, by MOHAMMAD RAHBARI



[Signature]
Notary Public, State of Texas

STATE OF TEXAS §
 §
COUNTY OF HARRIS §

This instrument was acknowledged before me on the 27th day of APRIL, 2005, by RAHIMEH RAHBARI



[Signature]
Notary Public, State of Texas

11-3-2004

E-553416

1401-75
11/11

SEP-26-75 340700 E-553416 LS D FS 11.50

E553416

RESTRICTIONS

127-19-1827

#2

THE STATE OF TEXAS |
COUNTY OF HARRIS |

KNOW ALL MEN BY THESE PRESENTS:

That KICKERILLO COMPANY, hereinafter referred to as "Kickerillo" (a Texas Corporation, acting herein by and through its duly authorized officers), being the owner, and ALLIED BANK OF TEXAS, being the lienholder of that certain 8.4879 acres out of the Joel Wheaton Survey, Abstract 80, in Harris County, Texas, which has been heretofore platted and subdivided into that certain subdivision known as FLEETWOOD, SECTION 2, according to the plat of said subdivision, recorded in Volume 224, Page 45 of the Map Records of Harris County, Texas, and desiring to create and carry out a uniform plan for the improvements, development and sale of all of the residential lots in said FLEETWOOD, SECTION 2, for the benefit of the present and future owners of said lots, do hereby adopt and establish the following reservations, restrictions, agreements, covenants and easements to apply uniformly to the use, occupancy and conveyance of all residential lots in Fleetwood, Section 2 (described below), and each contract or deed which may be hereafter executed with regard to any of said lots in said Fleetwood, Section 2, shall conclusively be held to have been executed, delivered and accepted subject to the following reservations, restrictions, covenants and easements, regardless of whether or not said reservations, restrictions, covenants and easements are set out in full or by reference in said contract or deed, such residential lots being as follows:

11/20

lee

Block 1: Lots 14 through 20

Block 2: Lots 5, 6 and 7

Block 3: Lots 23, 24, 25 and 35

Reserve A (0.9677 acres) and Reserve B (2.9963 acres) are specifically excluded from any and all reservations, restrictions, covenants and easements excepting those building lines and easements that are specifically shown on the recorded plat.

1.

LAND USE AND BUILDING TYPE

No building shall be erected, altered or permitted to remain on any lot other than one detached single family residential dwelling. No building shall be erected,

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altered, placed or permitted to remain on any lot other than one single family dwelling not to exceed two stories in height and a private garage for not more than three cars and bona fide servants' quarters which structures shall not exceed the main dwelling in height or number of stories and which structure may be occupied only by a member of the family occupying the main residence on the building site or by domestic servants employed on the premises.

2.

ARCHITECTURAL CONTROL

No building or improvements of any character shall be erected or placed, or the erection begun, or changes made in the design thereof after original construction, on any lot until the construction plans and specifications and a plot plan showing the location of the structure or improvements has been submitted to and approved by the Architectural Control Committee consisting of Henry C. Thompson, W. Philip Conway and Henry C. King, Jr., or their assignee, hereafter provided for as to compliance with these restrictions, as to quality of material, harmony of external design with existing and proposed structures and as to location with respect to topography and finish grade elevation. In the event of death or resignation of any member of the Committee, the remaining members shall have full authority to designate a successor. Neither the members of the Committee, nor its representative, shall be entitled to any compensation for services performed pursuant to this covenant. In the event the Committee fails to approve or disapprove within thirty (30) days after the receipt of the required documents approval will not be required and the related covenants set out herein shall be deemed to have been fully satisfied. The Architectural Control Committee, at its sole discretion, is hereby permitted to approve deviations in building area and location in instances where, in their judgments, such deviation will result in a more commonly beneficial use. Such approval must be granted in writing and, when given, will become a part of these restrictions. The Committee and Kickerillo hereby agree to assign its rights to approve or disapprove plans and specifications, location of structures, construction contracts and all other documents or approvals required to be submitted to it to the Fleetwood Community

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Improvement Association when One Hundred (100%) Percent of all the lots in Fleetwood, Section 2, and all subsequent sections of Fleetwood Subdivision are occupied by residents.

3. MINIMUM SQUARE FOOTAGE WITHIN IMPROVEMENTS

The livable area of each main residential structure, exclusive of open or screened porches, stoops, open terraces, garages or detached servants quarters, shall not be less than two thousand (2,000) square feet, for a one story house, nor less than twenty-four hundred (2,400) square feet for a house of more than one story.

4. LOCATION OF THE IMPROVEMENTS UPON THE LOT

No building shall be located on any lot nearer to the front lot line or nearer to the side street lot line than the minimum building set-back lines shown on the recorded plat. In any event, no building shall be located on any residential building plot nearer than twenty (20) feet to the front lot line, nor nearer than ten (10) feet to any side street line, unless otherwise noted on the recorded plat, nor nearer than five (5) feet to the rear lot line, nor three (3) feet to any side lot line, except that a three (3) foot side yard shall be required for garage or other permitted accessory building located fifty (50) feet or more from the minimum building set-back line. All residential structures shall front on the street on which it has the smallest frontage. No fence, wall, hedge, pergola or other detached structure shall be erected, grown or maintained on any part of any lot forward of the front or side building line of any corner lot on side facing street, and no chain link fences shall be erected on any properties whatsoever located in Fleetwood, Section 2. Any wall, fence or hedge erected as a protective screening on a lot by Kickerillo shall pass ownership with title to property, and it shall be owner's responsibility to maintain such protective screening thereafter.

5. COMPOSITE BUILDING SITE

Lots may be re-subdivided into building sites comprised of a part of one or more lots as platted, PROVIDED that no dwelling shall be erected or placed upon any building site containing less than five thousand five hundred (5,500) square feet in area or having a width of less than fifty-five (55) feet at the front building set-back line on the recorded plat of said subdivision.

6.

UTILITY EASEMENTS

Easements for installation and maintenance of utilities are reserved as shown and provided for on the recorded plat and no structure shall be erected upon any of said easements. Neither Kickerillo or any utility company using the easements shall be liable for any damage done by either of them or their assigns, their agents, employees or servants to shrubbery, trees, flowers or improvements of the owner located on the land covered by said easements.

7.

PROHIBITION OF OFFENSIVE ACTIVITIES

No activity, whether for profit or not, shall be carried on on any lot which is not related to single family residential purposes except as herein referred to. No noxious or offensive activity shall be permitted upon any lot, nor shall anything be done on any lot which may be or become an annoyance or nuisance to the neighborhood. Kickerillo, or its assigns, may maintain as long as it owns property in Fleetwood, Section 2, in or upon such portions of the property as Kickerillo determines, such facilities as in its sole discretion may be necessary or convenient, including, but without limitation as to offices, storage areas and signs.

8.

USE OF TEMPORARY STRUCTURES

No structure of a temporary character, trailer, basement, tent, shack, barn, garage or other out-building (except for living quarters contained therein for bona fide servants), shall be used on any lot at any time as a residence either temporarily or permanently.

9.

SIGNS

No signs of any kind shall be displayed to the public view on any lot except one sign of not more than three square feet advertising the property for sale or rent, or signs used by a builder to advertise the property during the construction or sales period. Kickerillo, or its assignees, will have the right to remove any such sign exceeding the three square feet which is placed on said lot and in so doing shall not be subject to any liability of trespass or other tort in the connection therewith or arising with such removal.

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10. STORAGE OF AUTOMOBILES, BOATS, TRAILERS AND OTHER VEHICLES

No boat trailers, boats, travel trailers, inoperative automobiles, campers or vehicles of any kind are to be semi-permanently or permanently stored in the public street right-of-way or on driveways. Permanently and semi-permanent storage of such items and vehicles must be screened from public view, either within the garage or behind the fence which encloses the rear of the lot.

11. OIL AND MINING OPERATIONS

No oil drilling, oil development operations, oil refining, quarrying or mining operations of any kind shall be permitted upon or in any lot, nor shall any wells, tanks, tunnels, mineral excavations or shafts be permitted upon or in any lot. No derrick or other structures designed for use in boring for oil or natural gas shall be erected, maintained or permitted upon any lot.

12. ANIMAL HUSBANDRY

No animals, livestock or poultry of any kind shall be raised, bred or kept on any lot except that no more than two (2) dogs, house cats or other household pets may be kept provided that they are not kept, bred or maintained for any commercial purposes.

13. GARBAGE AND REFUSE DISPOSAL

No lot shall be used or maintained as a dumping ground for rubbish. Trash, garbage and other waste shall not be kept except in sanitary containers. All incinerators or other equipment for the storage or disposal of such material shall be kept in a clean and sanitary condition.

14. VISUAL OBSTRUCTIONS AT THE INTERSECTION OF PUBLIC STREETS

No object or thing which obstructs site lines at elevations between two (2) feet and six (6) feet above the roadways within the triangular area formed by the intersecting street property lines and a line connecting them at points twenty-five (25) feet from the intersection of the street property lines or extensions thereof shall be placed, planted or permitted to remain on any corner lots.

15.

LOT MAINTENANCE

The owners or occupants of all lots shall at all times keep all weeds and grass thereon cut in a sanitary, healthful and attractive manner and shall in no event use any lot for storage of materials and equipment except for normal residential requirements or incident to construction of improvements thereon as herein permitted or permit the accumulation of garbage, trash or rubbish of any kind thereon and shall not burn anything (except as permitted by law). The drying of clothes in full public view is prohibited and the owners or occupants of any lots at the intersection of streets or other facilities where the rear yard or portion of the lot is visible to full public view shall construct and maintain a drying yard or other suitable enclosure to screen the following from public view: the drying of clothes, yard equipment, wood piles or storage piles which are incident to the normal residential requirements of a typical family. In the event of default on the part of the owner or the occupant of any lot in observing the above requirements or any of them such default continuing after ten (10) days' written notice thereof, Kickerillo or its assignee shall without liability to the owner or occupant in trespass or otherwise enter upon said lot or cause to be cut such weeds and grass and remove or cause to be removed such garbage, trash and rubbish or do any other thing necessary to secure compliance with these restrictions so as to place said lot in a neat, attractive, healthful and sanitary condition and may charge the owner or occupant of such lot for the cost of such work. The owner or occupant, as the case may be, agrees by the purchase or occupation of the property to pay such statement immediately upon receipt thereof.

17.

ROOFING MATERIAL

The roof of any building shall be constructed or covered with wood shingles. Any other type roofing material shall be permitted only at the sole discretion of the Architectural Control Committee upon written request.

18.

MAXIMUM HEIGHT OF ANTENNAE

No radio or television aerial wires or antennae shall be maintained on any portion of any residential lot unless hidden from outside view, and no radio or television

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aerial wires or antennae shall be placed or maintained on the outside of any building nor shall any free standing antennae of any style be permitted. All radio or television aerial wires or antennae must be built within the main structure and not visible from outside of such structure.

19. UNDERGROUND ELECTRIC SERVICE AND EASEMENTS

An underground electric distribution system will be installed in that part of Fleetwood, Section 2, designated Underground Residential Subdivision, which underground service area shall embrace all lots in Fleetwood, Section 2. The owner of each lot in the Underground Residential Subdivision shall, at his own cost, furnish, install, own and maintain (all in accordance with the requirements of local governing authorities and the National Electrical Code) the underground service cable and appurtenances from the point of the electric company's metering on customer's structure to the point of attachment at such company's installed transformers or energized secondary junction boxes, such point of attachment to be made available by the electric company at a point designated by such company at the property line of each lot. The electric company furnishing service shall make the necessary connections at said point of attachment and at the meter. In addition, the owner of each lot shall, at his own cost, furnish, install, own and maintain a meter loop (in accordance with the then current standards and specifications of the electric company furnishing service) for the location and installation of the meter of such electric company for the residence constructed on such owner's lot. For so long as underground service is maintained in the Underground Residential Subdivision, the electric service to each lot therein shall be underground, uniform in character and exclusively of the type known as single phase, 120/240 volt, three wire, 60 cycle, alternating current.

The electric company has installed the underground electric distribution system in the Underground Residential Subdivision at no cost to Developer (except for certain conduits, where applicable) upon Developer's representation that the Underground Residential Subdivision is being developed for single family dwellings and/or townhouses of the usual and customary type, constructed upon the premises, designed to be permanently

located upon the lot where originally constructed and built for sale to bona fide purchasers (such category of dwellings and/or townhouses expressly excludes, without limitation, mobile homes and duplexes.) Therefore, should the plans of lot owners in the Underground Residential Subdivision be changed so that dwellings of a different type will be permitted in such Subdivision, the company shall not be obligated to provide electric service to a lot where a dwelling of a different type is located unless

(a) Developer has paid to the company an amount representing the excess in cost, for the entire Underground Residential Subdivision, of the underground distribution system over the cost of equivalent overhead facilities to serve such Subdivision, or

(b) the owner of such lot, or the applicant for service, shall pay to the company the sum of (i) \$1.00 per front lot foot, it having been agreed that such amount reasonably represents the excess in cost of the underground distribution system to serve such lot over the cost of equivalent overhead facilities to serve such lot, plus (ii) the cost of rearranging and adding any electric facilities to serve such lot, which rearrangement and/or addition is determined by the company to be necessary.

20.

MAINTENANCE FUND

Each lot shall be subject to an annual maintenance charge of One Hundred (\$100.00) Dollars per lot for the purpose of creating a fund to be known as Fleetwood Community Improvement Association, Inc., and which maintenance fund charge shall be paid by the owner of each lot in conjunction with like charges to be paid by all other lot owners. Such maintenance charge shall be payable annually to Fleetwood Community Improvement Association, Inc. in advance on January 1 of each year, commencing with the date of conveyance of such lot by Kickerillo Company, its successors and assigns, and to secure the payment of such maintenance charge a vendor's lien is herein and hereby retained against the above described property in favor of Fleetwood Community Improvement Association, Inc., its successors and assigns, to secure the full and final payment of such maintenance charge. All past due maintenance charge shall bear interest from their due date of 7% per annum until paid. Appropriate recitations with respect to such maintenance fund and the reservation of the vendor's lien shall be included

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In each contract of sale and/or deed executed and delivered by Kickerillo with respect to each lot. The maintenance fund shall be applied, insofar as it may be sufficient (with priority given to maintenance of cul-de-sac islands, esplanades and all other esthetic features located within County rights-of-way), toward the payment for maintenance or installation of streets, alleyways, paths, parks, parkways, cul-de-sacs, esplanades, vacant lots, lighting, fogging, employing policemen and workmen, and any other things necessary or desirable in the opinion of Fleetwood Community Improvement Association, Inc., to maintain or improve the property, or which it considers to be of general benefit to the owners or occupants of the property covered by these restrictions, it being understood that the judgment of Fleetwood Community Improvement Association, Inc., in the expenditure of said fund shall be final as long as said judgment is exercised in good faith. Such maintenance charge may be adjusted by Fleetwood Community Improvement Association, Inc., from year to year as the needs of the property may, in its judgment, require, but in no event shall such maintenance fund exceed Two Hundred Fifty (\$250.00) Dollars per lot per year. The maintenance charge shall remain effective until May 31, 1997, and shall automatically be extended thereafter for successive periods of ten (10) years; provided, however, that the owners of the majority of the lots may revoke such maintenance charge on either May 31, 1997, or at the end of any successive ten (10) year period thereafter by executing and acknowledging an appropriate agreement or agreements in writing for such purpose and filing the same for record in the Office of the County Clerk of Harris County, Texas, at any time prior to May 31, 1997, or at any time prior to the expiration of any successive ten (10) year period thereafter.

21.

RIGHTS OF MORTGAGEES

Any violation of any of the easements, agreements, restrictions, reservations, or covenants contained herein shall not have the effect of impairing or affecting the rights of any mortgagee, guarantor or trustee under any mortgage or deed of trust outstanding against the lot, at the time that the easements, agreements, restrictions, reservations or covenants are violated.

22.

ENFORCEMENT

The covenants, reservations, easements and restrictions set out herein are for the benefit of the undersigned, their heirs, successors and assigns, and equally for the benefit of any subsequent owner of a lot or lots in Fleetwood, Section 2, and his heirs, executors, administrators and assigns. Accordingly, all of the covenants, reservations, easements and restrictions contained herein shall be construed to be covenants running with the land, enforceable at law or in equity, by any one or more of said parties.

23.

SEVERABILITY

The invalidity, abandonment or waiver of any one of these covenants, reservations, easements and restrictions shall in no wise affect or impair the other covenants, reservations, easements and restrictions which shall remain in full force and effect.

24.

AMENDMENT TO THE ABOVE RESTRICTIONS

The covenants and restrictions of this declaration shall run with and bind the land for a term of forty (40) years from the date this declaration is recorded after which time they shall be automatically extended for successive periods of ten (10) years. This declaration may be amended by Kickerillo, at any time within five (5) years from the date of this instrument, also this declaration may be amended during the first twenty (20) year period by an instrument signed by not less than ninety (90%) percent of the lot owners, and thereafter by an instrument signed by not less than seventy-five (75%) percent of the lot owners. Any amendment must be recorded.



IN WITNESS WHEREOF, we have hereunto set our hands, this 24th day of September, 1975.

ATTEST:

Gloria J. Hester
Secretary

KICKERILLO COMPANY

By: Henry King, Jr.
President



ATTEST:

John R. Brown
President

ALLIED BANK OF TEXAS

By: Edwin E. Smith
Vice President

BY ORDER & MEMORANDUM:
The additions on this instrument were
present at the time instrument was filed
and recorded.

127-19-1837

THE STATE OF TEXAS |
COUNTY OF HARRIS |

BEFORE ME, the undersigned authority, on this day personally appeared Henry C. King, Jr., President, and Gloria J. Hooker, Secretary, of KICKERILLO COMPANY, known to me to be the persons whose names are subscribed to the foregoing instrument, and acknowledged to me that they executed the same for the purposes and consideration therein expressed, in the capacity therein stated, and as the act and deed of said Corporation.

GIVEN UNDER MY HAND AND SEAL OF OFFICE, this the 20th day of September, 1975.

Renie Schmaatz
Notary Public in and for
Harris County, Texas.

THE STATE OF TEXAS |
COUNTY OF HARRIS |

BEFORE ME, the undersigned authority, on this day personally appeared Edwin E. Smith, Executive Vice President and Arthur L. Amundson, Secretary of ALLIED BANK OF TEXAS, known to me to be the persons whose names are subscribed to the foregoing instrument, and acknowledged to me that they executed the same for the purposes and consideration therein expressed, in the capacity therein stated, and as the act and deed of said Corporation.

GIVEN UNDER MY HAND AND SEAL OF OFFICE, this the 20th day of September, 1975.

Renie Schmaatz
Notary Public in and for
Harris County, Texas.

RETURN TO:
U. G. BARRINGGARDNER
617 CAROLINE
HOUSTON, TEXAS 77002