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MORNINGSIDE PLACE

SECTION ONE

**AMENDMENT TO
DECLARATION OF COVENANTS AND RESTRICTIONS**

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Beverly B. Kaufman
County Clerk, Harris County, Texas

Prepared by:

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AMENDMENT TO DECLARATION OF COVENANTS AND RESTRICTIONS
MORNINGSIDE PLACE, SECTION ONE
(A SINGLE FAMILY RESIDENTIAL SUBDIVISION)

THE STATE OF TEXAS §
 §
COUNTY OF HARRIS §

THIS AMENDMENT TO DECLARATION OF COVENANTS AND RESTRICTIONS (the "Declaration"), is made on the date hereinafter set forth, by Houston Greenspoint, L.L.C., a Limited Liability Company (hereinafter referred to as "Declarant").

W I T N E S S E T H :

WHEREAS, Declarant is the owner of more than 51% of the Lots located at the real property described as follows:

DESCRIPTION of 84.1838 acres of land out of the H. A. Robinson Survey, A-678, Harris County, Texas and being located North of Fellows Road, west of Cullen Boulevard and South of South Belt Drive (proposed) and is more particularly described as follows:

COMMENCING at a 5/8 inch iron rod located on the North right-of-way line of Fellows Road (60 feet wide) and the West right-of-way line of Cullen Road (100 feet wide);

THENCE N 89 deg. 54' 24" W, 10.00 feet along the North right-of-way line of Fellows Road to the POINT OF BEGINNING;

THENCE N 89 deg. 54' 24" W, 1923.79 feet along the North right-of-way line of Fellows Road to a point for corner;

THENCE N 00 deg. 08' 54" W, 630.00 feet generally along an old fence line to a point for corner;

THENCE N 89 deg. 54' 24" W, 460.59 feet to a point for corner;

THENCE N 00 deg. 05' 36" E, 180.00 feet to a point for corner, located on the Northerly right-of-way line of the proposed Kilbury Park South (60 feet wide);

THENCE S 89 deg. 54' 24" E, 31.18 feet to a point for corner;

THENCE N 01 deg. 27' 00" E, 104.10 feet to a point for corner;

THENCE N 88 deg. 33' 00" W, 20.00 feet to a point for corner;

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THENCE N 01 deg. 27' 00" E, 535.09 feet to a point located on the proposed North right-of-way line of Braden Drive North (60 feet wide);

THENCE N 88 deg. 21' 51" E, 33.05 feet along the North right-of-way line of Braden Drive to a point for corner;

THENCE N 01 deg. 38' 09" W, 205.00 feet to a point for corner, lying on the Southerly purchase line of the proposed South Belt Drive;

THENCE along the Southerly purchase line of the proposed South Belt Drive; N 88 deg. 21' 51" E, 699.28 feet to a point for corner;

THENCE continuing along said purchase line on a curve to the left having a radius of 2291.83 feet, a central angle of 12 deg. 02' 04", an arc length of 481.38 feet and a chord bearing N 82 deg. 20' 49" E, 480.49 feet to a point for corner;

THENCE along said purchase line N 76 deg. 19' 46" E, 818.64 feet to a point for a corner located on the Southwesterly right-of-way line of Cullen Boulevard, (100 feet wide);

THENCE along the Southwesterly right-of-way line of Cullen Boulevard S 15 deg. 26' 00" E, 888.00 feet (measured), to a point of curvature to the left;

THENCE along a curve to the right on the Southwesterly right-of-way line of Cullen Boulevard said curve having a radius of 3,669.00 feet, a central angle of 14 deg. 36' 00", an arc length of 934.93 feet and a chord bearing S 08 deg. 08' 00" E, 932.40 feet to the point of tangency;

THENCE S 00 deg. 50' 00" E, 147.64 feet to a point for corner;

THENCE S 44 deg. 37' 48" W, 14.03 feet to the POINT OF BEGINNING and containing 84.1838 acres of land, more or less.

and desires to amend the Declaration of Covenants, Conditions and Restrictions for the benefit of the present and future owners of said Lots; and

WHEREAS, it is with specific intent of Declarant to amend those covenants, conditions and restrictions for Morningside Place duly filed and recorded in the Deed Records of Harris County, Texas under Clerk's File No. U879589 and Film Code 006-62-1039 ("Protective Covenants") of the Real Property Records of Harris County, Texas and any other covenant, restriction or condition or amendment thereto found of record in Harris County, Texas which affects the property as herein defined including, but not limited to, amendment filed on April 3, 1992 under Clerk's File No. N609721 and Film Code 019-42-2160 ("Prior Amendment");

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WHEREAS, Declarant has the authority to amend the Protective Covenants and Prior Amendment pursuant to Section 2(a) of Article XIV of the Protective Covenants. Declarant has the majority of votes of the Association, and has affirmatively voted to amend the Protective Covenants and Prior Amendment.

NOW, THEREFORE, the Declarant declares that the real property described above is and shall be held, transferred, sold, conveyed, occupied, and enjoyed subject to the Protective Covenants, all Prior Amendments and to this Declaration. This Declaration amends the Protective Covenants and Prior Amendments. If a conflict exists between the Protective Covenants, Prior Amendments and this Declaration, this Declaration controls.

ARTICLE I.

Section 3 of Article I is hereby deleted in its entirety and the following is substituted:

Section 3. "Association" shall mean and refer to Morningside Place, Section I, Homeowners Association, Inc., a Texas non-profit corporation, its successors and assigns.

Section 9 of Article I is hereby deleted in its entirety and the following is substituted:

Section 9. "Declarant" shall mean and refer to Houston Morningside Place Associates Limited, a Texas Partnership. Declarant is the successor and/or assign of the declarant as defined in the Protective Covenants. Unless the context clearly indicates otherwise, the term shall be deemed to include Declarant's successors and assigns, provided that no Owner shall ever be deemed to be a successor or assign, unless so stated in instrument in writing executed by Declarant and recorded in the Official Records of Harris County. To the extent that a person or entity other than Houston Morningside Place Associates Limited is named as a Declarant in the restrictive covenants affecting any other section of Morningside Place or any other real property which is brought within the scheme of this Declaration, such other person or entity may be deemed to be a Declarant hereunder only as to matters relating to Class B Membership in the Association.

Section 21 of Article I is hereby deleted in its entirety and the following is substituted:

Section 21. "Member" and/or "Members" shall mean and refer to all those Owners who are members of the Association as provided in Article IV hereof, together with all the Owners in the Subdivision who are members of the Association as provided in all Supplemental Declarations. The term "Member" is further defined to include and refer to the executors and administrators of any Member, and all other persons, firms, or corporations acquiring or succeeding to the title of the Lot by sale, grant, will,

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foreclosure, execution, or by any legal process, or by operation of law, or in any other legal manner.

The following Section is added to Article I:

Section 38. "Subdivision" shall mean and refer to Morningside Place, Section One, other sections of Morningside Place brought within the scheme of this Declaration, and any other real property (including specifically, but without limitation, all or portions of other subdivisions being or to be developed by Declarant or by any other affiliated or subsidiary entities) brought within the scheme of this Declaration. Other sections of Morningside Place and any other real property shall be deemed to have been brought within the scheme of this Declaration upon the filing of a substantially similar declaration of restrictive covenants, the subjection of such restrictive covenants to enforcement by the Association, and compliance with any other requirements of this Declaration.

The following Section is added to Article I:

Section 39. "Subdivision Plat" shall mean and refer to the Map or Plat of Morningside Place, Section One, which is more fully described in Article III of this Amended Declaration; to the plat of any other section of Morningside Place brought within the scheme of this Declaration; and to the plat of any other real property brought within the scheme of this Declaration.

The following Section is added to Article I:

Section 40. "Supplemental Declaration" shall mean and refer to any supplemental Declaration of Covenants and restrictions bringing additional property within the scheme of this Declaration under the authority provided in Article III hereof or any amendment of this Declaration or any Supplemental Declaration. References herein (whether specific or general to provisions set forth in "all (any) Supplemental Declarations" shall be deemed to relate to the respective properties covered by such Supplemental Declarations.

ARTICLE II.

Paragraph (b) of Section 2 of Article II is hereby deleted and in its entirety and the following shall be substituted:

(b) Class B. The Class B Members shall be the Declarant and his successors and assigns. The Class B Members shall be entitled to three (3) votes for each Lot in the Subdivision in which they hold the interest required for membership by this Declaration

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or any Supplemental Declaration; provided, that the Class B memberships shall cease and become converted to Class A memberships on the happening of whichever of the following events occurs earliest:

- (a) When seventy-five (75) percent of the units are deeded to Homeowners;
- (b) On January 1, 2014; or
- (c) When Declarant records an instrument to such effect in the Official Records of Real Property of Harris County, Texas.

From and after the happening of whichever of these events occurs earliest, the Class B Member shall be deemed to be a Class A Member entitled to one (1) vote for each Lot in the Subdivision in which it holds the interest required for membership by this Declaration or any Supplemental Declaration.

ARTICLE III.

The following sentence is added after the existing text of Article III:

Common areas may not be mortgaged or conveyed without the consent of at least two-thirds (2/3) of the lot owners (excluding Declarant).

ARTICLE IV

The following Section is added to Article IV as follows:

Section 12. Temporary and Other Structures. No structure of a temporary character, no trailer, mobile, modular or prefabricated home, tent, shack, barn, or any other structure or building, other than the residence to be built thereon, shall be placed on any Lot, either temporarily or permanently, and no residence house or other structure appurtenant thereto, shall be moved upon any Lot from another location; except, however, that Declarant reserves the exclusive right to erect, place and maintain, and to permit Builders to erect, place and maintain, such facilities in and upon properties in the Subdivision as in its sole discretion may be necessary during the period of and in connection with the sale of Lots, construction and selling of residences and constructing other improvements in the Subdivision. Such facilities may include, but not necessarily be limited to, temporary office buildings, storage areas, signs, portable toilet facilities and sales offices.

The following Section is added to Article IV as follows:

Section 13. Declarant and Builders shall also have the temporary right to use a residence situated on a Lot as a temporary office or model home during the period of and in

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connection with construction and sales operation in the Subdivision, but in no event, shall a Builder have such right for a period in excess of six (6) months from the date of substantial completion of his last residence in the Subdivision.

The following Section is added to Article IV as follows:

Section 14. Signs. Except for signs, billboards, or other advertising devices displayed by Declarant or any Builder acting under the authority of Declarant for so long as Declarant or any successors or assigns of Declarant shall own any portion of the Subdivision, no sign of any kind shall be displayed to the public view on any Lot or the Common Areas, except;

- (a) Builders may display one (1) sign if not more than five (5) square feet on a Lot to advertise the Lot and any residential structure situated thereon for sale during the sales and/or construction period; and
- (b) Any Owner may display one (1) sign if not more than five (5) square feet on a Lot improved with a residential for sale or rent.

Declarant or its agent or the Association or its agent shall have the right to remove any sign not complying with the provisions of this Section, and in so doing, shall not be liable and is expressly relieved of any liability for trespass or other tort in connection therewith, or arising from such removal.

ARTICLE V.

Section 4 of Article V is hereby deleted in its entirety and the following is substituted:

Section 4. Antennae. No antenna for transmission or reception of television signals, radio signals, citizen band signals, or any other form of electromagnetic radiation shall be erected, used, or maintained on any Lot, except those (1) which are located totally within the structure situated on said Lot, or (2) which (a) do not extend more than six feet above finished grade elevation and (b) are not visible from any other Lot, Common Area or street when viewed from a point six feet above finished grade elevation. No television, radio or citizen band signals, nor any other form of electromagnetic radiation shall be permitted to originate from any Lot which may interfere with the reception of television or radio signals of any other Lot in the Subdivision.

Section 5 of Article V is hereby deleted in its entirety and the following is substituted:

Section 5. Window Air Conditioners. No window or wall type air conditioners shall be permitted to be used, placed, or maintained on or in any building in any part of the Subdivision, except that the Association may, at its discretion, permit window or wall type air conditioners to be installed if such unit, when installed, shall not be visible from a

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street or waterway, such permission to be granted in writing and may be revoked at any time.

Section 10 of Article V is hereby deleted in its entirety and the following is substituted:

Section 10. Minimum Square Footage Within Improvements. No residential structure erected on any Lot shall have more than three (3) stories. The ground floor area, exclusive of open porches and garages, shall not be less than 1,150 square feet for a one (1) story home.

Section 11 of Article V is hereby deleted in its entirety and the following is substituted:

Section 11. Walls, Fences, and Hedges. No walls, fences, or hedges shall be erected or maintained nearer to the front Lot line of any Lot, than the front of the largest building on the Lot. Any rear or side fences and walls must be not less than six (6) feet nor more than seven (7) feet in height. The foregoing provisions for side and rear fences or walls may be altered upon written approval of the Architectural Control Committee.

ARTICLE VII.

Section 3 of Article VII is hereby deleted in its entirety and the following is substituted:

Section 3. Special Assessments. In addition to the maintenance assessments authorized above, the Association may levy in any year, a special assessment applicable to that year only (a "Special Assessment"), for the purpose of defraying in whole or in part, the cost of any construction or reconstruction, unexpected repair or replacement of a described capital improvement upon the Common Area, including the necessary fixtures and personal property related thereto, or the Common Facilities provided that any such assessment shall have the assent of two-thirds (2/3) of the votes of each class of members who are voting in person or by proxy at a meeting duly called for this purpose, written notice of which shall be sent to all members not less than 30 days nor more than 60 days in advance of the meeting setting forth the purpose of the meeting. Special assessments are not permitted for any other reason. The quorum required for any action authorized by this Section shall be as follows: At the first meeting called, the presence at the meeting of the applicable Members and proxies entitled to cast sixty percent (60%) of all the votes of the membership entitled to vote thereon shall constitute a quorum. If the required quorum is not forthcoming at any meeting another meeting may be called and the required quorum at any such subsequent meeting shall be one-half (1/2) the required quorum at the preceding meeting, provided that such reduced quorum requirement shall not be applicable to any such subsequent meeting held more than sixty (60) days following the preceding meeting.

The following paragraph is hereby added to Article VII, Section 4 as follows:

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Section 4. When a Class "B" membership ceases to exist and is subsequently revived, the Declarant shall only be subject to the payment of the assessments provided for in the Declaration, all Prior Amendments, this Amendment and/or any subsequent amendments at a rate not to exceed ten (10) percent of the Class "A" assessment at the time of the assessment, such rate to be applied retroactively from August 1, 1994, with no penalties, interest, attorneys fees or other charges to be included. Neither the Declarant nor any subsequent owner shall be liable for any penalties, interest, attorney's fees or other charges arising out of an assessment on a Lot while the Lot was owned by Declarant, nor shall such penalties, interest, attorney's fees or other charges be charged on the Lot and/or Residential Unit, and no lien may be made on the Lot and/or Residential Unit for such penalties, interest, attorney's fees or other charges. Any lien that had previously been made on the Lot for payment of assessments, penalties, interest, attorney's fees or other charges shall be instantly and automatically amended and revised so that no penalties, interest, attorney's fees or other charges are charged against the Lot, with the lien remaining only in the amount of 10% of the Class "A" assessment at the time of the assessment.

The following Section is hereby added to Article VII as follows:

Section 9. In the event Declarant shall designate Common Facilities for the use and benefit of all the Owners in the Subdivision which are situated on property owned by Declarant (or affiliated or subsidiary entities) but which then has not been brought within the scheme of this Declaration, the Association shall have the right and authority to allocate and expend such amounts from the General Assessment Fund for construction, repair, maintenance, upkeep, beautification, improvement or replacement of such Common Facilities as its Board of Directors shall determine, in its sole discretion.

The following Section is hereby added to Article VII as follows:

Section 10. In the event Declarant shall operate any Common Facilities in the Subdivision, or such Common Facility shall be operated by others on behalf of Declarant under agreement authorized hereby, and the actual proceeds realized by Declarant from such operation shall be less than the actual costs incurred by Declarant or such other party in connection with operating and maintaining any such Common Facility, Declarant shall be entitled to be reimbursed from the General Assessment Fund for all costs actually incurred by Declarant or such other party in maintaining and operating such Common Facility, in excess of the actual proceeds realized by Declarant from such operation, as such costs are incurred, to the extent that the balance of the Annual Maintenance Fund from time to time existing exceeds the amount then designated by the Board of Directors of the Association in good faith to be the minimum amount necessary to accomplish the maintenance functions of the Association.

The following Section is hereby added to Article VII as follows:

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Section 11. Declarant shall be entitled to be reimbursed from the General Assessment Fund for all ad valorem taxes and other assessments in the nature of property taxes fairly allocable to the Common Areas and Common Facilities and accrued subsequent to the recordation of this Declaration, and prior to the date on which title to such Common Areas and Common Facilities are conveyed to the Association by Declarant, which have been actually paid by Declarant.

The following Section is hereby added to Article VII as follows:

Section 12. Unimproved Lots Owned by Builders. Builders shall pay fifty percent (50%) of the then existing General Assessment, defined as the assessment created for the purpose of paying the expenses of the Association as a whole, for each Lot owned by them, unless and until a residential structure has been built thereon and three (3) months have elapsed since the substantial completion of such residence, or the residence has been sold and/or permitted to be occupied, whichever occurs first. Thereafter, commencing on the first day of the next succeeding calendar month, the full General Assessment then assessed shall become applicable. If the General Assessment on such Lots has been prepaid at said fifty percent (50%) of the full General Assessment, then assessed for the portion of the calendar year remaining after the General Assessment becomes applicable to such Lot, as herein provided, the then Owner of such Lot shall be obligated to pay to the Association, on the date the full General Assessment becomes applicable, as herein provided, that prorata portion of fifty percent (50%) of the General Assessment then assessed, which shall bear the same ratio to such fifty percent (50%) of such General Assessment as the number of full calendar months remaining in such calendar year bears to twelve (12). It shall be the duty of each Builder to notify the Association at the time a residence has been substantially completed or sold and/or permitted to be occupied. The term "substantial completion" as used herein shall mean that the residence is ready for sale or occupancy, except for minor items which must be furnished, completed, corrected, or adjusted.

The following Section is hereby added to Article VII as follows:

Section 13. Unimproved Lots Owned by Owners Other Than Builders. Owners of unimproved Lots other than Builders shall pay fifty percent (50%) of the then existing General Assessment for each Lot owned by them, until a residential structure has been completed thereon and has been occupied. Thereafter, commencing on the first day of the next succeeding calendar month, the full General Assessment then assessed shall become applicable. If the General Assessment on such Lot has been prepaid at said fifty percent (50%) of the General Assessment then assessed for the portion of the calendar year remaining after the full General Assessment becomes applicable as herein provided, then the Owner of such Lot shall be obligated to pay the Association, on the date the full General Assessment becomes applicable, as herein provided, that prorata portion of fifty percent (50%) of the General Assessment then assessed, which shall bear the same ratio to fifty percent (50%) of such General Assessment as the number of full calendar months remaining in such calendar year bears to twelve (12). It shall be the duty of each Owner

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to notify the Association at the time such residential structure has been completed and occupied.

The following Section is hereby added to Article VII as follows:

Section 14. Mortgagees are not required to collect assessments. Failure to pay assessments does not constitute a default under an insured mortgage.

The following Section is hereby added to Article VII as follows:

Section 15. All liens of the Association shall be second, subordinate and inferior to all liens, present and future, given, granted and created by or at the instance or request of the Owner of any such Lot to secure the payment of monies advanced or to be advanced on account of the purchase price and/or improvement of any such Lot.

ARTICLE VIII.

Section 2 of Article VIII is hereby deleted in its entirety and the following is substituted:

Section 2. Architectural Control Committee. The Declarant has the authority to replace and appoint members of the Architectural Control Committee which shall consist of one or more members. After there are no longer any Class "B" memberships the Association's Board of Directors shall appoint the member or members. The Architectural Control Committee (ACC) shall have exclusive jurisdiction over all new and modified construction on any of the Properties. The ACC may promulgate Architectural Control Standards and by acceptance of a Deed Owner does hereby agree that the Board may set said standards. It may make the standards available to Owners, Builders, and prospective owners who seek to engage in purchase construction or modification upon all or any portion of the Properties, and the Owners, Builders and prospective owners shall conduct their operations in accordance therewith. All Improvements, as to matters of exterior design and materials used, shall be compatible and in harmony with all existing, planned, or approved improvements until there are no longer any Class "B" memberships and the decision shall be in the sole discretion of the ACC. None of the members of the ACC shall be required to be residents of Morningside Place. The duties, rights, powers, and authority of the Architectural Control Committee may be assigned at any time, at the option of a majority of the members of the Committee, to the Board of Directors of the Association, and from and after the date of such assignment, and the acceptance thereof by such Directors, the Board of Directors of the Association shall have full right, authority, and power, and shall be obligated, to perform the functions of the Architectural Control Committee as provided herein, including the right to designate a representative or representatives to act for it.

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ARTICLE XIV.

Section 1 of Article XIV is hereby deleted in its entirety and the following is substituted:

Section 1. Term. The covenants and restrictions of Morningside Place, Section I, including prior covenants and amendments and this amendment shall run with and bind the Subdivision, and shall inure to the benefit of and be enforceable by Declarant, the Association or the Owner of any land subject to this Declaration or any Supplemental Declaration, their respective legal representatives, heirs, successors, and assigns, for an initial term commencing on the effective date hereof and ending December 31, 2013 (the "Initial Term"). During the Initial Term, the covenants and restrictions contained in all Articles hereof may be changed or terminated by an instrument signed by the then Owners of all Lots in the Subdivision and properly recorded in the appropriate records of Harris County, Texas. Upon the expiration of such initial term, all of the covenants and restrictions of this Declaration (as changed, if changed), shall be automatically extended for successive periods of ten (10) year extension periods ("Renewal Terms"); provided, however, that not less than ninety (90) days prior to the first day of any Renewal Term the covenants and restrictions contained herein may be changed or terminated by an instrument signed by the then Owners of not less the sixty-six and two thirds percent (66 2/3%) of all the Lots in the Subdivision and properly recorded in the appropriate records of Harris County, Texas.

The following Section is hereby added to Article XIV as follows:

Section 14. Interpretation. If this Declaration or any word, clause, sentence, paragraph, or other part hereof shall be susceptible of more than one or conflicting interpretations, then the interpretations which is most nearly in accordance with the general purposes and objectives of this Declaration shall govern.

The following Section is hereby added to Article XIV as follows:

Section 15. Omissions. If any punctuation, word, clause, sentence, or provision necessary to give meaning, validity, or effect to any other word, clause, sentence, or provision appearing in this Declaration shall be omitted herefrom, then it is hereby declared that such omission was unintentional and the omitted punctuation, word, clause, sentence or provision shall be supplied by inference.

The following Section is hereby added to Article XIV as follows:

Section 16. Gender and Grammar. The singular, wherever used herein, shall be construed to mean the plural, when applicable, and the necessary grammatical changes required to make the provisions hereof apply either to corporations or individuals, males or females, shall in all cases be assumed as though in each case fully expressed.

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The following Section is hereby added to Article XIV as follows:

Section 17. Severability. Invalidation of any one or more of the covenants, restrictions, conditions, or provisions contained in this Declaration, or any part thereof, shall in no manner affect any of the other covenants, restrictions, conditions, or provisions hereof, which shall remain in full force and effect.

ARTICLE XV

Article XV is added as follows:

Notwithstanding any other provision of this Declaration, as long as there exists a Class B membership in the Association, the following actions will require the prior approval of the Federal Housing Administration or the Veterans Administration: annexation of additional properties other than that described in the Protective Covenants; dedication of Common Areas, amendment of this Declaration, merger of the Association into another association or merger of another association into the Association; consolidation of the Association with any other association or entity; dissolution of the Association; or amendment of the Association's Articles of Incorporation.

IN WITNESS WHEREOF, the undersigned Declarant has executed this Amended Declaration to be effective this the 28th day of October, 1995.

HOUSTON MORNINGSIDE PLACE
ASSOCIATES LIMITED
("Declarant")
Acting as owner of more than 51% of the Lots in
Morningside Place, Section I

By: David Lucyk
DAVID LUCYK, its Vice President and
Attorney-in-Fact

MORNINGSIDE PLACE, SECTION I,
HOMEOWNERS ASSOCIATION, INC.

By: David Lucyk
Its: president

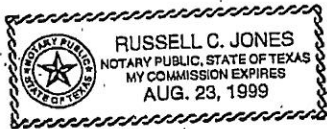
THE STATE OF TEXAS
COUNTY OF HARRIS

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BEFORE ME, the undersigned authority, on this day personally appeared David Lucyk, Vice President and Attorney-in-Fact of Houston Morningside Place Associates Limited, known to me to be the person whose name is subscribed to the foregoing instrument, and acknowledged that he executed the same for the purposes and consideration therein expressed, and in the capacity therein stated.

GIVEN UNDER MY HAND AND SEAL this the 28 day of October 1995.



Russell C. Jones
NOTARY PUBLIC, STATE OF TEXAS

My Commission Expires: _____

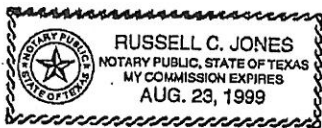
(Printed Name of Notary Public)

THE STATE OF TEXAS
COUNTY OF HARRIS

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BEFORE ME, the undersigned authority, on this day personally appeared David Lucyk, President of Morningside Place, Section I, Homeowners Association, Inc., known to me to be the person whose name is subscribed to the foregoing instrument, and acknowledged that he executed the same for the purposes and consideration therein expressed, and in the capacity therein stated.

GIVEN UNDER MY HAND AND SEAL this the 31 day of October 1995.



NOTARY PUBLIC, STATE OF TEXAS

My Commission Expires: _____

(Printed Name of Notary Public)

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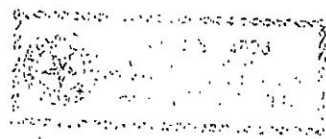
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ANY PROVISION HEREIN WHICH RESTRICTS THE SALE, RENTAL, OR USE OF THE DESCRIBED REAL PROPERTY BECAUSE OF COLOR OR RACE IS VOID AND UNENFORCEABLE UNDER FEDERAL LAW THE STATE OF TEXAS COUNTY OF HARRIS I hereby certify that this instrument was FILED in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

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Beulah B. Kofman
COUNTY CLERK
HARRIS COUNTY, TEXAS

[Faint, illegible text, likely a signature or title block]

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