

**AMENDED AND RESTATED DECLARATION OF COVENANTS, CONDITIONS AND RESTRICTIONS
FOR
GARDEN OAKS, SECTION TWO**

STATE OF TEXAS §
 §
COUNTY OF HARRIS §

This Amended and Restated Declaration of Covenants, Conditions and Restrictions for Garden Oaks, Section Two ("Amended and Restated Declaration") is approved and facilitated pursuant to the authority of the bankruptcy court and further approved by the affirmative vote of Owners in Garden Oaks, Section Two to become effective upon recording in the Official Real Property Records of Harris County, Texas.

W I T N E S S E T H

WHEREAS, Garden Oaks, Section Two is a subdivision in Harris County, Texas according to the map or plat recorded under Volume 15, Page 46 of the Map Records of Harris County, Texas and is encumbered by the Restrictions Applying to Garden Oaks Section Two recorded under Film Code No. 088-59-0656 in the Official Public Records of Harris County, Texas ("Restrictions"); and

WHEREAS, the Restrictions were amended pursuant to Chapter 204 of the Texas Property Code by that Petition to Amend Restrictions to Create a Property Owners Association and Certificate of Compliance with Texas Property Code, Chapter 204 Garden Oaks, Section Two recorded under File No. V953650 on July 22, 2002 in the Official Public Records of Harris County, Texas ("Amendment"); and

WHEREAS, the Amendment created a mandatory Transfer Assessment payable to the Garden Oaks Maintenance Organization, Inc., a Texas nonprofit corporation (the "Organization"), being a mandatory association; and

WHEREAS, the Organization filed for Chapter 11 bankruptcy protection under Case No. 18-60018 in order to reorganize the Organization; and

WHEREAS, the bankruptcy court approved the Organization's plan by order dated _____; and

WHEREAS, the bankruptcy court has the authority to approve and facilitate the adoption of this Amended and Restated Declaration upon obtaining the affirmative vote of the Owners in Garden Oaks, Section Two in accordance with bankruptcy rules, which will become effective upon recording in the Official Real Property Records of Harris County, Texas; and

WHEREAS, the Owners in Garden Oaks, Section Two desire to supersede, amend, restate, and wholly replace the Restrictions and Amendment for Garden Oaks, Section Two in their entirety and replace them with this Amended and Restated Declaration; and

WHEREAS, the Owners of Garden Oaks, Section Two desire to protect and maintain the park-like character by careful and thoughtful planning, including protective restrictions, which include architectural review of plans, a maintenance fund, and many other beneficial restrictions, based on its original

environment, natural beauty, permanent improvements, comfort, drainage, and parks and playgrounds; and

NOW THEREFORE, the Owners in Garden Oaks, Section Two, hereby amend, alter, and change the Restrictions and Amendment for Garden Oaks, Section Two by replacing them in their entirety with this Amended and Restated Declaration which shall include the following reservations, restrictions and covenants, and Garden Oaks, Section Two shall be improved, sold, used and enjoyed in accordance with, including the conditions, covenants, easements, reservations, and restrictions hereinafter set forth, all of which are hereby adopted for, and placed upon Garden Oaks, Section Two and shall run with Garden Oaks, Section Two and be binding on all parties, now and at any time hereinafter, having or claiming any right, title or interest in Garden Oaks, Section Two or any part thereof, their heirs, executors, administrators, successors and assigns, regardless of the source of, or the manner in which any such right, title or interest is or may be acquired, and shall inure to the benefit of each owner of any part of Garden Oaks, Section Two to wit:

ARTICLE I. DEFINITIONS

(a) "Architectural Review Committee" or "ARC" shall mean the architectural review committee established by the Organization to review plans submitted to the Organization for architectural review.

(b) "Assessment" means the one-time Transfer Fee Assessment which is paid each time a Lot is transferred except for in the case of Exempt Transfers.

(c) "Attic" means the space between the ceiling beams of the top story and the Roof rafters. An Attic whether finished or unfinished is not a story.

(d) "Board" shall mean the Board of Directors of the Organization.

(e) "Corner Lot" is one that abuts on more than one Street. Any Lot, except a corner, is deemed to front on the Street upon which it abuts. A Corner Lot shall be deemed to front on the Street on which it has its smaller dimension, or if dimensions on more than one Street are approximately the same, Organization reserves the right to designate which Street the Lot shall face.

(f) "Dwelling" means a main residential structure constructed on a Lot intended for single-family residential purposes.

(g) "Duplex" means a main residential structure constructed on a Lot intended for one or two family residential purposes and owned by one or more Owners with an undivided interest.

(h) "Exempt Transfers" mean a transfer: (1) by a co-Owner to a person who was a co-Owner immediately prior to such transfer; (2) to a spouse in connection with a divorce; (3) the Owner's estate, trust, heir, surviving spouse, or child; (3) to an institutional lender pursuant to a mortgage or upon foreclosure of a mortgage; (4) between entities where the Owner has a 100% interest in the entity or entities; (5) on the second of two transfers of title occurring within thirty (30) calendar days of the first transfer.

(i) "Garage" means a building or part of a building used to house motor vehicles.

(j) "Irregular Shaped Lot" means any Lot with a frontage width which differs by greater than thirty-five percent (35%) from the rear width of the Lot. The Board shall have the discretion to determine whether any other Lot can be considered an Irregular Shaped Lot.

(k) "Lot" means a parcel of property within the Plat of the subdivision recorded in the real property records of Harris County, Texas, and encumbered by this Amended and Restated Declaration, and restricted to single-family residential purposes. For purposes of this Amended and Restated Declaration, a Lot may consist of a platted Lot, less than a platted Lot, more than a platted Lot, or portions of two or more platted Lots.

(l) "Organization" shall mean and refer to the Garden Oaks Maintenance Organization, Inc.

(m) "Outbuilding" shall mean and refer to structures such as (by way of example and not limitation) storage buildings, sheds, greenhouses, gazebos and other Roofed Structures.

(n) "Owner" means an owner of any portion of the Subdivision. Persons or entities holding title only as a lienholder shall not be an Owner for purposes of this Amended and Restated Declaration.

(o) "Roof" means a non-porous cover for a structure such as (by way of example and not limitation) Lexan barriers or shingles but not a shade trellis, ivy or other open or porous material that may also be used as a cover.

(p) "Short Lot" means a Lot whose depth is less than 125 feet.

(q) "Street" as used herein shall include any street, drive, boulevard, road, lane, avenue, or place as shown on the recorded plat as a thoroughfare.

(r) "Structure" means any building (including a Dwelling) or improvement, placed, maintained or constructed on a Lot, whether or not affixed to the land, and any addition to, or modification of any existing building or improvement.

(s) "Subdivision" means Garden Oaks, Section Two.

ARTICLE II. RESTRICTIONS

(a) Except as herein noted, no Lots shall be used for anything other than single-family residential purposes. As used herein, the term "single-family residential purposes" refers to the architectural design of a Dwelling. Said Lot may contain up to a total of two (2) domiciles to include (i) a Duplex, or (ii) a single-family Dwelling and Garage apartment. Specifically prohibited, without limitation, is the use of a Lot for an apartment (excluding Garage apartments with ARC plan approval), multi-family Dwelling for more than two (2) families, or for any business, professional or other commercial activity of any type, unless such business, professional or commercial activity is unobtrusive and merely incidental to the primary use of the Lot and the Dwelling for residential purposes. An Owner may not have a Garage apartment on a Lot on which a Duplex is constructed. An Owner may not subdivide a Duplex or the Lot on which a Duplex is constructed.

(b) No trade or business may be conducted in or from any Dwelling, Structure or Lot except such use where (i) the existence or operation of the business activity is not apparent or detectable by sight, sound or smell from outside the Dwelling, Structure or Lot; (ii) the business activity conforms to all zoning requirements and other restrictive covenants applicable to the Subdivision; (iii) the business activity does not involve visitation to the Dwelling, Structure or Lot by clients, customers, workers, employees, suppliers or other business invitees or door-to-door solicitation of residents of the Subdivision; and (iv) the business activity is consistent with the residential character of the Subdivision and does not constitute a nuisance, or a hazardous or offensive use, or threaten the security or safety of other residents of the Subdivision, as may be determined in the sound discretion of the Board. The uses set out in this section shall be referred to singularly or collectively as an "Incidental Business Use." At no time may an Incidental Business Use cause increased parking or traffic within the Subdivision such that egress or ingress is impeded. Any increased parking or traffic within the Subdivision as a result of an Incidental Business Use that impedes egress or ingress shall be deemed to be a deed restriction violation. Examples of expressly prohibited uses include, but are not limited to, a bed and breakfast, boarding house, vacation rental daily/weekly rentals of the entire Dwelling, Structure or Lot, or portions of the Dwelling, Structure or Lot, a day-care facility, home day-care facility, church, nursery, pre-school, beauty parlor, or barber shop or other similar facility. No lease or rental of a Dwelling, Structure, or Lot shall be for less than thirty (30) consecutive and guaranteed days.

(c) The Organization, for itself, its successors and assigns, makes the following reservations:

BLOCK THIRTY-ONE (31) may be used for school purposes, and when so used, the restrictions applying to single-family residential purposes do not apply. If not used for school purposes, it is to be platted and used for single-family residential purposes only, the same general restrictions applying as those in the balance of the Subdivision.

A building or buildings may be erected by the Organization, its successors or assigns, on Lot One (1), Two (2) and Three (3), BLOCK TWENTY-SEVEN (27), and used for office and/or display purposes, but any such building or buildings must be two-story in design, and the exterior of such building or buildings must be attractive in appearance, and be of residential design, and such building or buildings must be placed on any or all of these Lots in conformity with all residential building line restrictions and requirements.

(d) Except as herein noted, no signs, billboards, posters, or advertising devices of any character shall be erected in this Subdivision without the written consent of the Organization, and such consent shall be revocable at any time. The Board has the authority to adopt a policy or guidelines regarding signs.

ARTICLE III. ARCHITECTURAL RESTRICTIONS

No Dwelling, Outbuilding, or improvements of any character shall be erected or modified, or the erection thereof begun, or changes made in the exterior thereof after construction, on any Lot, Dwelling, or Outbuilding in Garden Oaks, Section Two, until plans and specifications have been submitted to and approved in writing by the Architectural Review Committee of the

Organization. Such submission is to include exterior design, survey and site plan and such approval by the Organization is to be based on the following general requirements, stipulations and restrictions, together with any other requirements, stipulations and restrictions that the Organization may deem advisable. In the event the ARC fails to approve such plans and specifications within thirty (30) days after receipt thereof, they shall be deemed to be disapproved.

(a) No Dwelling shall be erected on any Lot or homesite of less frontage than seventy-five (75) feet and no Lot shall be subdivided to be less than eleven thousand (11,000) square feet. No Lot shall be subdivided to create a Lot with frontage of less than seventy-five (75) feet. No Lot shall be subdivided in a manner which will result in an Irregular Shaped Lot or Short Lot.

(b) No Duplex shall be constructed to accommodate more than two (2) families. Except as herein provided, all Lots in the Subdivision shall be known and described as single-family residential Lots, and all Lots shall have one (1) detached single-family Dwelling. A detached Garage may not be converted to a livable space without ARC plan approval. All permissible Dwellings and Outbuildings, including the Garage, on a Lot, shall be erected and maintained in compliance with all setback limitations provided herein.

(c) No Dwelling shall be moved onto any Lot without ARC plan approval.

(d) No trailer, tent, shack, or other temporary Outbuilding erected or moved on to the Lot shall at any time be used as habitable space, nor shall any residence of a temporary character be permitted.

No trailer, trailer house, or movable Structure of any kind or type, or temporary building shall be erected or maintained on any Lot except during actual construction of the Dwelling being erected thereon, and then such trailer house or temporary building must be on the Lot on which construction is in progress and not on adjoining Lots, Streets or easements, and at completion of construction, the temporary building must be removed immediately.

(e) No Garage apartment may be used for rental purposes for a period of less than thirty (30) guaranteed and consecutive days.

(f) All Dwellings shall be constructed on the Lot so as to front the Street upon which such Lot faces.

(g) Where Corner Lots are of equal or nearly equal dimensions on two Streets, or they are Irregular Shaped Lots, the Organization reserves the right to designate the direction in which such improvements shall face, and such decision shall be made with the thought in mind of the best general appearance to that immediate section. If a Corner Lot is subdivided resulting in a Lot with a rear setback which is adjacent to the side setback of the adjacent Lot, the resulting rear setback shall maintain the dimensions of the original side setback.

(h) Except as herein noted, the building lines of any Dwelling to be erected shall be as follows:

1. The front building line shall not be nearer than fifty (50) feet to the front property line, including the gallery, terrace or porch exclusive of steps used to access the ground floor.

2. The rear building line shall not be nearer than the rear easement.

3. No fence, wall, nor any pergola or other detached Structure shall be erected or maintained on any part of any Lot forward of the front building line of said Lot except that the Organization may grant a variance for Lots along the boundary of the Subdivision as to Lot lines shared with non-Subdivision property.

4. No detached Garage, barn, or other Outbuilding of any kind shall be erected on any Lot nearer than one hundred (100) feet to the front property line, unless it is in the rear of the Dwelling and in compliance with the setbacks described in subsection (5).

5. The side building lines shall not be nearer than fifteen (15) feet to either side property line in the area from the front building line (50-foot line) to the Outbuilding build line (100-foot line); or nearer than ten (10) feet to either side property line in the area from the Outbuilding build line (100-foot line) to the rear building line.

6. The right is reserved by the Organization to change these restrictions in the case of unusual or Irregular Shaped Lots, Short lots, or Lots unusual in size, where same is considered desirable for the advantage and best appearance of the immediate community.

On all Lots facing on North Shepherd Drive, Sue Barnett Drive, West Thirty-Eighth Street, West Thirty-Ninth Street, West Forty First Street, and West Forty Second Street, the Dwelling to be erected shall be not nearer than fifty (50) feet to the front property line of each Lot nor nearer than fifteen (15) feet to either side property line of each Lot;

On all Lots facing on Garden Oaks Boulevard and West Forty-Third Street, the Dwelling to be erected shall not be nearer than seventy-five (75) feet to the front property line of each Lot nor nearer than fifteen (15) feet to either side property line of each Lot.

The building line on certain corner Lots is to be as follows:

Lot One (1), BLOCK TWENTY-THREE (23), the east building line of improvements on this Lot to be fifty (50) feet from the east side line of said Lot;

Lot One (1), BLOCK TWENTY-FOUR (24), the south building line of improvements on this Lot to be fifty (50) feet from the south side line of said Lot;

Lot Four (4), BLOCK TWENTY-FOUR (24), the north building line of improvements of this Lot to be fifty (50) feet from the north side line of said Lot;

Lot One (1), BLOCK TWENTY-FIVE (25), the south building line of improvements on this Lot to be fifty (50) feet north of the south side line of said Lot;

Lot Four (4), BLOCK TWENTY-FIVE (25), the north building line of improvements on this Lot to be fifty (50) feet from the north side line of said Lot;

Lot One (1), BLOCK TWENTY-SIX (26), the south building line of improvements on this Lot to be fifty (50) feet from the south side line of said Lot;

Lot Fifteen (15), BLOCK TWENTY-SIX (26), the east building line of improvements on this Lot to be fifty (50) feet from the east side line of said Lot;

Lot One (1), BLOCK TWENTY-SEVEN (27), the east building line of improvements on this Lot to be fifty (50) feet from the east side line of said Lot;

Lot Sixteen (16), BLOCK TWENTY-SEVEN (27), the north side building line of improvements on this Lot to be fifty (50) feet from the north side line of said lot;

Lot One (1), BLOCK TWENTY-EIGHT (28), the south side building line of improvements on this Lot to be fifty (50) feet from the south side line of said Lot;

Lot Four (4), BLOCK TWENTY-EIGHT (28), the north building line of improvements on this Lot to be fifty (50) feet from the north side line of said Lot;

Lot One (1), BLOCK TWENTY-NINE (29), the south building line of improvements of this Lot to be fifty (50) feet from the south side line of said lot;

Lot Twenty-three (23), BLOCK TWENTY-NINE (29), the east building line of improvements on this Lot to be fifty (50) feet from the east side line of said Lot;

Lot One (1), BLOCK THIRTY (30), the east building line of improvements on this Lot to be fifty (50) feet from the east side line of said Lot.

All Dwellings and/or buildings erected on Garden Oaks Boulevard must be of two-story type and attractive in design.

Any detached Garage, barn, or other Outbuilding erected on Lot One (1), BLOCK TWENTY-THREE (23), must set back from the side street line seventy (70) feet, and must not be nearer than ten (10) feet to the inside property line nor nearer than the easement of the rear of said property.

Any detached Garage, barn, or other Outbuilding erected on Lot One (1), BLOCK TWENTY-FOUR (24), must be set back from side street line not less than sixty (60) feet and must not be nearer than twenty-five (25) feet to rear property line nor nearer than ten (10) feet to the inside property line of said lot.

Any detached Garage, barn, or other Outbuildings erected on Lot Four (4), BLOCK TWENTY-FOUR (24); Lots One (1) and Four (4), BLOCK TWENTY-FIVE (25); Lot One (1), BLOCK TWENTY-SIX (26); Lot Sixteen (16), BLOCK Twenty-seven (27); and Lot One (1), BLOCK TWENTY-EIGHT (28) must set back from side street line not less than seventy (70) feet, and must not be nearer than twenty-five (25) feet to the rear property line, nor nearer than ten (10) feet to the inside property line of said lot.

Any detached Garage, barn, or other Outbuildings erected on Lot Fifteen (15), BLOCK TWENTY-SIX (26); Lot one (1), BLOCK TWENTY-SEVEN (27); Lot Four (4), BLOCK TWENTY-EIGHT (28); Lot One (1), BLOCK TWENTY-NINE (29) must set back from side street line not less than sixty (60) feet and must not be nearer than twenty-five (25) feet to the rear property line of said Lot, nor nearer than ten (10) feet to the inside property line of said Lot.

Any detached Garage, barn, or other Outbuildings erected on Lot Twenty-three (23), BLOCK TWENTY-NINE (29) and Lot One (1), BLOCK THIRTY (30), must be set back from side street line not less than seventy (70) feet and must not be nearer than twenty-five (25) feet to inside property line, nor nearer than the easement line on the rear of said Lot.

Any detached Garage, barn, or other Outbuildings erected on Lot Sixteen (16), BLOCK TWENTY-FOUR (24); Lots Thirteen (13) and Fourteen (14), BLOCK TWENTY-FIVE (25); Lots Eight (8) and Nine (9), BLOCK TWENTY-SIX (26); and Lots Seven (7) and Eight (8), BLOCK TWENTY-SEVEN (27) must set back from side street line twenty-five (25) feet, and must not be nearer than ten (10) feet to the inside property line nor nearer than the easement line on the rear of said Lot.

(i) No Outbuildings shall exceed in height or number of stories (not including Attics), beyond the highest ridgeline, the Dwelling to which they are appurtenant.

(j) No building material of any kind or character shall be placed or stored upon the Lot until the Owner is ready to commence construction, and then such material shall be placed within the property lines of the Lot or parcel of land upon which the improvements are to be erected, and shall not be placed in the Street or between the pavement and property line.

(k) No stumps, trees, underbrush or any refuse of any kind nor scrap material from the improvements being erected on any Lot shall be placed on any adjoining Lots, Streets, or easements. All such material, if not disposed of immediately, must remain on the Lot on which construction work is in progress, and at the completion of such improvements, such materials must be immediately removed from the property.

(l) Any property on which a condition exists on the date this Amended and Restated Declaration is recorded in the Official Public Records of Harris County, Texas that is a violation of this Amended and Restated Declaration shall be grandfathered until and unless the condition on the property is replaced. Repairing the condition shall not require compliance so long as it simply restores the violation to the condition as it existed on the effective date of this Amended and Restated Declaration. The repair shall not enhance or extend any portion of the violation. The Board shall use sound discretion to determine whether any such repair is to such a degree which requires compliance with this Amended and Restated Declaration.

ARTICLE IV. VARIANCES

The Board, or its duly authorized representative, may authorize variances from compliance with any of the architectural provisions of this Amended and Restated Declaration, unless specifically prohibited, including restrictions upon height, size, placement of Structures, or similar restrictions, when circumstances such as topography, natural obstruction, hardship, aesthetic, or

environmental considerations may require. The Board, or its duly authorized representative, shall conduct a hearing with the Lot Owner seeking such variance and any Lot Owners adjacent or contiguous to such Lot, in order to consider any objections, concerns or comments regarding such variance, except that the decision to grant a variance is to be determined solely by the Board. Such variances must be evidenced in writing, must be approved by at least eighty percent (80%) of the Board, and shall become effective upon execution. The variance must be signed by a member of the Board and recorded in the Official Public Records of Harris County, Texas. If such variances are granted, no violation of the covenants, conditions, or restrictions contained in this Amended and Restated Declaration shall be deemed to have occurred with respect to the matter for which the variance was granted. The granting of such a variance shall not operate to waive any of the terms and provisions of this Amended and Restated Declaration for any purpose except as to the particular provision hereof covered by the variance, nor shall it affect in any way the Owner's obligation to comply with all applicable governmental laws and regulations.

No granting of a variance shall be relied on by an Owner, or any other person or entity (whether privy or party to the subject variance or not), as a precedent in requesting or assuming variance as to any other matter of potential or actual enforcement of any provision of this Amended and Restated Declaration. Action of the Board in granting or denying a variance is a decision based expressly on one unique set of circumstances and need not be duplicated for any other request by any party or the same party for any reason whatsoever.

ARTICLE V. TERM AND MODIFICATION OF RESTRICTIONS

(a) The provisions of this Amended and Restated Declaration will remain in full force and effect until January 1, 2038, and are extended automatically for successive ten (10) year periods; provided, however that the provisions of this Amended and Restated Declaration may be terminated on January 1, 2038, or on the commencement of any successive ten (10) year period by filing for record in the Official Public Records of Real Property of Harris County, Texas, an instrument in writing signed by Owners representing not less than eighty percent (80%) of the Lots in the Subdivision.

(b) Approval by the Owners of a majority (fifty percent (50%) plus one (1)) of the Lots shall be required to amend or modify this Amended and Restated Declaration. Upon approval of the Owners, as set out above of said amended declaration (as evidenced by the President's or Vice-President's signature certifying such approval) the amended declaration shall be recorded in the Official Public Records of Harris County, Texas, whereupon to the extent of any conflict with this Amended and Restated Declaration and any amendment thereto, the amendment shall control. For purposes of this Section, the approval of multiple Owners of a Lot may be reflected by the signature of any one Owner of such Lot.

Notwithstanding anything contained herein to the contrary, the Organization shall be entitled to use any combination of the following methods to obtain approval of the Owners for an amendment to this Amended and Restated Declaration:

- i. by written ballot, or electronic ballot as same may be established by the Board, that states the substance of the

amendment and specifies the date by which a written or electronic ballot must be received to be counted;

- ii. at a meeting of the Members of the Organization, if written notice of the meeting stating the purpose of the meeting is delivered to the Owners of the Lots; such notice may be hand-delivered to the Owners, sent via regular mail to the Owner's last known mailing address, as reflected in the Organization's records, or via email to the Owner's email address as reflected in the Organization's records;
- iii. by door-to-door circulation of a petition by the Organization or a person authorized by the Organization; and/or by any other method permitted under this Amended and Restated Declaration or applicable law.

ARTICLE VI. RIGHT TO ENFORCE

The restrictions herein set forth shall be binding upon the Organization, its successors and assigns, and all parties claiming by, through or under it or them, and all subsequent Owners of property in said Subdivision, each of whom shall be obligated and bound to observe such restrictions, covenants and conditions, provided, however, that no such person or corporation shall be liable except in respect to breaches committed during its, his or their ownership of said property. The violation of any such restriction, covenant or condition shall not operate to invalidate any mortgage, deed of trust, or other lien acquired and held in good faith against said property, or any part thereof, but such liens may be enforced as against any and all property covered thereby, subject nevertheless to the restrictions, covenants and conditions herein mentioned. The Organization shall have the right to enforce observance and performance of such restrictions, covenants and conditions, and in order to prevent a breach, or to enforce the observance or performance of same, shall have the right in addition to all other legal remedies, to an injunction either prohibitive or mandatory. The Owner of any Lot or Lots affected shall have the right either to prevent a breach of any such restriction, covenant, or condition or to enforce performance of same.

ARTICLE VII. ASSESSMENTS

(a) Creation of Assessments

When a Lot is transferred, except in the case of an Exempt Transfer, the new Owner is obligated to pay a one-time transfer fee assessment ("Assessment"). The Assessment is payable to the Association at the closing of the transfer of the Lot. The transferring Owner shall notify the Organization or its managing agent of a pending title transfer at least seven (7) days prior to the transfer. Such notice should include the name of the transferee, the date of the title transfer, and other information as the Board may require. The Assessment will be charged to the new Owner on the date of the transfer of a Lot. The Assessment shall be paid in full on the day of closing and shall be delinquent if not paid in full at that time. The Assessment shall not be prorated.

Each such Assessment, together with attorney's fees, late fees, interest and costs, shall be the personal obligation of the person or entity who becomes the new Owner of the land at the time of the transfer. No diminution or

abatement of Assessments or set-off shall be claimed or allowed by reason of any alleged failure of the Organization or Board to take some action or perform some function required to be taken or performed by the Organization or the Board under this Amended and Restated Declaration, or for inconvenience or discomfort arising from the making of repairs or improvements which are the responsibility of the Organization. The obligation to pay Assessments is a separate covenant on the part of each Owner of a Lot.

(b) Transfer Fee Assessments

i. Purpose. Assessments levied by the Organization shall be used for any legal purpose for the benefit of the Subdivision as determined by the Board and, in particular, may, by way of example and not limitation or obligation, include operational expenses of the Organization, enforcement of deed restrictions, payment of insurance premiums, costs of collection and litigation, administrative expenses, beautification, providing security, and any other services as may be in the Subdivision's and Owners' interest and all buildings, services, improvements and facilities deemed necessary or desirable by the Board in connection with the administration, management, control or operation of the Subdivision. The Board may, in its sound discretion, give one or more of the purposes set forth herein preference over other purposes, and it is agreed that all expenses incurred and expenditures and decisions made by the Board in good faith shall be binding and conclusive on all Owners.

ii. Creation. Payment of the Assessment shall be the obligation of each Owner, subject to the provisions below, and shall be binding and enforceable as provided in this Amended and Restated Declaration.

iii. Rate. The initial Assessment established by the Organization shall not exceed FIFTEEN HUNDRED DOLLARS AND NO/100 (\$1,500.00) per Lot. Two or more Lots that have been formally re-platted into one Lot with the approval of the City of Houston Planning and Development Department shall be treated as a single lot when the lot is sold. Similarly, a subdivided Lot will result in multiple Lots each of which will be subject to one Assessment per Lot when sold.

iv. Levying of the Assessment. The Board shall determine the sufficiency or insufficiency of the then-current Assessment to reasonably meet the expenses for providing services and capital improvements in the Subdivision and may, at its sole discretion and without a vote by the Members, adjust the Assessment in an amount up to ten percent (10%) annually. The Assessment may only be adjusted by more than ten percent (10%) annually if such adjustment is approved by Owners of a majority of the Lots present, in person or by proxy, electronic ballot, or absentee ballot, at a meeting called for said purpose at which a quorum is present in person or by proxy, electronic ballot, or absentee ballot. The Assessment shall not be adjusted more than once in a calendar year nor shall any adjustment be construed to take effect retroactively, unless otherwise approved by Owners of a majority of the Lots subject to such Assessments present in person or by proxy, electronic ballot or absentee ballot at a meeting called for said purpose at which a quorum is present in person or by proxy, electronic ballot, or absentee ballot.

v. Notwithstanding the above, no Assessment shall be levied upon a transfer of title to a Lot ("Exempt Transfers"): (1) by a co-Owner to a person who was a co-Owner immediately prior to such transfer; (2) to a spouse in connection with a divorce; (3) the Owner's estate, trust, heir, surviving spouse, or child; (3) to an institutional lender pursuant to a mortgage or upon

foreclosure of a mortgage; (4) between entities where the Owner has a 100% interest in the entity or entities; (5) on the second of two transfers of title occurring within thirty (30) calendar days of the first transfer.

(c) Enforcement

The Organization may bring an action in law against the Owner personally obligated to pay the Assessment, late fees, interest, and costs, including attorneys' fees, incurred by the Organization in collecting same and obtain a personal judgment against the Owner. No lien is created herein to secure the payment of the Assessment.

ARTICLE VIII. EASEMENTS

It is agreed that all sales of Lots and dedication of Streets in said Subdivision shall be subject to easements over and across such portions of each Lot, as hereinafter designated, as may be deemed appropriate or necessary for the purpose of installing, using, repairing and maintaining public utilities, water, sewer lines, electric lighting and telephone poles, pipe lines, and drainage ditches or structures and/or any equipment necessary for the performance of any public or quasi-public utility service and function, with the right of access thereto for the purpose of further construction, maintenance and repairs. Such right of access to include the right, without liability on the part of any one or all of the owners or operators of such utilities, to remove any or all obstructions on said easement right-of-way, caused by trees, brush, shrubs, either on or overhanging such right-of-way, as in their opinion may interfere with the installation or operation of their circuits, lines, pipes, or drainage ditches or structures. Such easements shall be for the general benefit of the Subdivision and the property Owners thereof and are hereby reserved and created in favor of any and all utility companies entering into and upon said property for the purposes aforesaid, with the permission of the Organization, its successors or assigns, and shall extend to only the following portions of said Subdivision:

In BLOCK TWENTY-THREE (23), there is an easement ten (10) feet in width off the rear of each Lot; an easement five (5) feet in width off the west side of Lot Two (2); an easement five (5) feet in width off the east side of Lot Three (3); an easement five (5) feet in width off the west side of Lot Twelve (12); and an easement five (5) feet in width off the east side of Lot Thirteen (13).

In BLOCK TWENTY-FOUR (24), there is an easement five (5) feet in width off the rear of each Lot, the north side of Lot Fifteen (15) being considered the rear for this purpose; an easement five (5) feet in width off the north side of Lot Two (2); an easement five (5) feet in width off the south side of Lot Three (3); an easement five (5) feet in width off the east side of Lot Five (5); an easement five (5) feet in width off the east side of Lot Twenty-four (24); an easement three (3) feet in width off the west property line of Lot Nine (9), for a distance of Twenty (20) feet from the rear property line toward the front property line; an easement three (3) feet in width off the east side of Lot Ten (10), for a distance of twenty (20) feet from the rear property line toward the front property line.

In BLOCK TWENTY-FIVE (25), there is an easement five (5) feet in width off the rear of each Lot; an easement five (5) feet in width off the north side of Lot Two (2); an easement five (5) feet in width off the south side of Lot Three (3); an easement five (5) feet in width off the east side of Lot Five (5); an easement five (5) feet in width off the east side of Lot Twenty (20); an

easement three (3) feet in width off the west side of Lot Eight (8) for a distance of twenty (20) feet from the rear property line toward the front property line; an easement three (3) feet in width off the east side of Lot Nine (9), for a distance of twenty (20) feet from the rear property line toward the front property line.

In BLOCK TWENTY-SIX (26), there is an easement five (5) feet in width off the rear of each Lot; an easement five (5) feet in width off the north Side of Lot Two (2); an easement five (5) feet in width off the east side of Lot Three (3); an easement five (5) feet in width off the east side of Lot Thirteen (13); an easement five (5) feet in width off the west side of Lot Fourteen (14); an easement three (3) feet in width off the west side of Lot Six (6), for a distance of twenty (20) feet from the rear property line toward the front property line; an easement three (3) feet in width off the east side of Lot Seven (7), for a distance of twenty (20) feet from the rear property line toward the front property line.

In BLOCK TWENTY-SEVEN (27), there is an easement five (5) feet in width off the rear of each Lot; an easement five (5) feet in width off the west side of Lot Two (2); an easement five (5) feet in width off the east side of Lot Three (3); an easement five (5) feet in width off the east side of Lot Fourteen (14); and easement five (5) feet in width off the south side of Lot Fifteen (15); an easement three (3) feet in width off the east side of Lot Eight (8), for a distance of twenty (20) feet from the rear property line toward the front property line; an easement three (3) feet in width off the west side of Lot Nine (9), for a distance of twenty (20) feet from the rear property line toward the front property line.

In BLOCK TWENTY-EIGHT (28), there is an easement five (5) feet in width off the rear of each Lot from One (1) to Seventeen (17), inclusive; an easement fifteen (15) feet in width off the rear of each Lot from Eighteen (18) to Thirty (30), inclusive; an easement five (5) feet in width off the north side of Lot Two (2); an easement fifteen (15) feet in width off the south side of Lot Three (3); an easement five (5) feet in width off the east side of Lot Five (5); an easement five (5) feet in width off the east side of Lot Thirty (30); an easement ten (10) feet in width off the west side of Lot Seventeen (17); an easement ten (10) feet in width off the west side of Lot Eighteen (18).

In BLOCK TWENTY-NINE (29), there is an easement five (5) feet in width off the rear of each Lot; an easement five (5) feet in width off the north side of Lot Two (2); an easement five (5) feet in width off the east side of Lot Three (3); an easement ten (10) feet in width off the west side of Lot Fifteen (15); an easement ten (10) feet in width off the west side of Lot Sixteen (16); an easement five (5) feet in width off the east side of Lot Twenty-two (22); and an easement five (5) feet in width off the west side of Lot Twenty-three (23).

In BLOCK THIRTY (30), there is an easement ten (10) feet in width off the rear of each Lot; an easement five (5) feet in width off the west side of Lot One (1); an easement five (5) feet in width off the east side of Lot Two (2); an easement ten (10) feet in width off the west side of Lot Eight (8).

In BLOCK THIRTY-ONE (31), there is an easement ten (10) feet in width off the west side of BLOCK THIRTY-ONE (31).

In addition to the ground easements above listed, an additional aerial easement of five (5) feet is reserved, this easement being needed particularly by the light and telephone companies for the protection of all overhead wires.

ARTICLE IX. UPKEEP

The Owners of property in said Subdivision shall be required to keep the weeds cut on the particular property owned by each, and shall not permit the accumulation of trash, rubbish, or other unsightly obstacles on the premises, the easements, or in the alley, or in the Street abutting the same. The area in the Street between the pavement and the property line shall at all times be kept clean and free of unsightly obstacles.

ARTICLE X. ORGANIZATION

(a) Every Owner of a Lot will, solely by virtue of ownership and without further action, be a member of Garden Oaks Maintenance Organization, Inc., a Texas non-profit corporation (the "Organization"). The Organization establishes, assesses, and collects mandatory assessments, making it subject to Chapter 209 of the Texas Property Code. The business and affairs of the Organization is managed by its Board of Directors.

(b) Each Lot is entitled to one (1) vote, regardless of the number of Owners of a Lot. Multiple Owners of any single Lot must vote in agreement (under any method they devise among themselves) but, in no case will such multiple Owners cast portions of votes. The vote attributable to any single Lot must be voted in the same manner (i.e. all Owners of the Lot for, or all Owners of the Lot against a particular issue) but, in no event can there be more than one (1) vote cast per Lot.

A Lot is entitled to two (2) votes only if all of the following conditions are satisfied: (i) applicable City of Houston subdivision ordinances would permit subdivision of the Lot by re-platting, (ii) each resulting Lot would satisfy the frontage requirements imposed herein, (iii) no Structure that is located on one resulting Lot would encroach onto the adjacent Lot or violate setback lines after subdivision (e.g., a building may not be located on the original Lot such that the lot line created by the subdivision would, with respect to existing Structures, result in an encroachment or violation of setback lines), and (iv) each resulting Lot may be conveyed to a separate Owner as a fee simple tract of land.

No Owner will have a right to vote unless (i) the Owner is shown on the membership rolls of the Organization, or (ii) the recorded deed evidencing ownership of the Lot has been delivered to the Organization.

(c) The Organization's Bylaws govern the Organization and may be amended pursuant to the Bylaws.

(d) After the effective date of this Amended and Restated Declaration, the Organization shall be renamed to the Garden Oaks Homeowners Association, Inc. which will continue with the same rights of the Organization including any new rights as may be created or designated in its Bylaws.

This Amended and Restated Declaration shall be effective as of the date of recording in the Official Public Records of Harris County, Texas. If any provision of this Declaration is found to be in conflict with the Restrictions and Amendment of Gardens Oaks, Section Two, this Amended and Restated Declaration shall control.

IN WITNESS WHEREOF, pursuant to the authority provided herein, this Amended and Restated Declaration was approved by the affirmative vote of the Owners in Garden Oaks, Section Two.

CERTIFICATION

I, the undersigned, do hereby certify:

That I am the President of the Garden Oaks Maintenance Organization, Inc.;

That this instrument constitutes the Amended and Restated Declaration of Covenants, Conditions, and Restrictions for Garden Oaks, Section Two, and was affirmatively approved by the Owners in Garden Oaks, Section Two.

IN WITNESS WHEREOF, I have hereunto subscribed my name on this the _____ day of _____, 201__.

By: _____
Print Name: _____
Title: President

STATE OF TEXAS §
 §
COUNTY OF HARRIS §

BEFORE ME, the undersigned authority, on this day personally appeared _____, the President of the Garden Oaks Maintenance Organization, Inc., known by me to be the person whose name is subscribed to this instrument, and acknowledged to me that s/he executed the same for the purposes expressed and in the capacity herein stated and as the act and deed of said corporation.

GIVEN UNDER MY HAND AND SEAL OF OFFICE, this _____ the day of _____, 201__.

Notary Public - State of Texas

After Recording Return To:
Sipra S. Boyd
Roberts Markel Weinberg Butler Hailey PC
2800 Post Oak Blvd. 57th Floor
Houston, Texas 77056