



SUPPLEMENTAL DECLARATION OF COVENANTS, CONDITIONS, AND RESTRICTIONS FOR CITY PARK SECTION 3

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**SUPPLEMENTAL
DECLARATION OF COVENANTS, CONDITIONS AND RESTRICTIONS FOR
CITY PARK SINGLE FAMILY (RESIDENTIAL) – SECTION 3**

THE STATE OF TEXAS §
 §
COUNTY OF HARRIS §

This SUPPLEMENTAL DECLARATION OF COVENANTS, CONDITIONS AND RESTRICTIONS FOR CITY PARK SINGLE FAMILY (RESIDENTIAL) – SECTION 3 (this “**Supplemental Declaration**”) is made by GBF/LIC 288, Ltd., a Texas limited partnership (the “**Declarant**”), to be effective as of the date set forth below.

RECITALS

A. GBF/LIC 288, Ltd., a Texas limited partnership, as Declarant, previously executed that certain Declaration of Covenants, Conditions and Restrictions for City Park Single Family (Residential) recorded on December 24, 2003, under County Clerk's File No. X283888 in the Official Public Records of Harris County, Texas (the “**Original Declaration**”). City Park Homeowners Association, Inc., a Texas non-profit corporation, executed that certain First Amendment to Declaration of Covenants, Conditions and Restrictions for City Park Single Family (Residential) recorded on June 24, 2004, under County Clerk's File No. X715598 in the Official Public Records of Harris County, Texas (the “**First Amendment**”). The Original Declaration, as modified by the First Amendment, is hereinafter referred to as the “**Declaration**”. All terms not otherwise defined herein shall have the same meaning as in the Original Declaration.

B. Pursuant to Section 8.3 of the Declaration, additional land may be annexed and subjected to the provisions of the Declaration by Declarant, without the consent of the Members, within 10 years of the date that the Original Declaration was recorded in the Official Public Records of Real Property of Harris County, Texas.

C. Declarant is the owner of the tract of land described as follows (such tract of land being referred to as “**City Park, Section 3**”):

Section 3 of City Park, a subdivision in Harris County, Texas according to the map or plat thereof recorded under Film Code No. 582070 of the Map Records of Harris County, Texas.

D. Declarant desires to subject City Park, Section 3, save and except any unrestricted reserves therein, to the general and uniform plan for the improvement, development, sale and use as described in the Declaration, for the benefit of the present and future owners of the lots therein.

NOW THEREFORE, City Park, Section 3, save and except any unrestricted reserves therein, shall be held, transferred, sold, conveyed, occupied and enjoyed subject to the covenants, conditions, easements, charges, liens and restrictions set forth in the Declaration, subject only to the following modifications:

1. **Lots.** As it applies to City Park, Section 3, the term “Lot” or “Lots” means each of the Lots shown on the Section 3 Plat, regardless of the designated type. There are three (3) types of Lots within Section 3, as follows:

a. a “**Type A**” Lot includes Lots One (1) through Fifty-One (51), inclusive, of Block 1 of City Park, Section 3;

b. a “**Type B**” Lot includes Lots One (1) through Thirty-Nine (39), inclusive, of Block 2 of City Park, Section 3;

c. a “**Type C**” Lot includes Lots One (1) through Three (3) of Block 3 of City Park, Section 3.

As used herein, “Section 3 Plat” means the Plat for City Park, Section 3, recorded under Film Code No. 582070 of the Map Records of Harris County, Texas, and any replat thereof.

2. **Date of Commencement and Determination of Annual Maintenance Charge.** Section 5.4 of the Declaration is hereby restated as follows:

The initial maximum Annual Maintenance Charge provided for herein shall be established as to all Lots, as applicable, on the first day of the month following the conveyance of the first Lot by Declarant. On or before the 30th day of November in each year, the Board of Directors of the Association shall fix the amount of the Annual Maintenance Charge to be levied against each Lot, as applicable, in the next calendar year. Written notice of the figure at which the Board of Directors of the Association has set the Annual Maintenance Charge shall be sent to every Owner. Provided that, the failure to fix the amount of any of the Annual Maintenance Charge or to send written notice thereof to applicable Owners shall not affect the authority of the Association to levy assessments or increase assessments as provided in this Declaration.

3. **Property.** The term “Property” as used in the Declaration also includes all of City Park, Section 3, a subdivision in Harris County, Texas, according to the plat thereof recorded under Film Code No. 582070 of the Map Records of Harris County, Texas, save and except any unrestricted reserves shown on plats of such Property.

[Signatures on following page.]

FILED
JUL - 8 AM 11:28
HARRIS COUNTY TEXAS

IN WITNESS WHEREOF, the undersigned, being Declarant and Lienholder, have executed this Supplemental Declaration on the date(s) set forth below, to become effective upon recording in the Official Public Records of Real Property of Harris County, Texas.

DECLARANT:

GBF/LIC 288, LTD.,

a Texas limited partnership

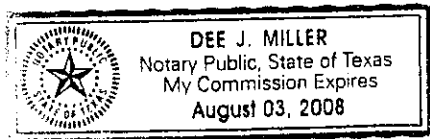
By: Heritage General Capital Group, L.L.C.,
a Texas limited liability company,
its General Partner

By: *Edward R. Barron*
Name: Edward R. Barron
Its: Manager

THE STATE OF TEXAS §
 §
COUNTY OF HARRIS §

BEFORE ME, the undersigned Notary Public, on this day personally appeared Edward R. Barron, Manager of Heritage General Capital Group, L.L.C., General Partner of GBF/LIC 288, Ltd., known to me to be the person whose name is subscribed to the foregoing instrument and acknowledged to me that he executed the same for the purposes and in the capacity therein expressed.

GIVEN UNDER MY HAND AND SEAL OF OFFICE on this the 29th day of June, 2005.



Dee J. Miller
Notary Public and for the State of Texas

JOINDER OF LIENHOLDER

The undersigned, First Continental Investment Co., Ltd., being the owner and holder of an existing mortgage and lien upon and against the real property described in the foregoing Supplemental Declaration and defined as the "City Park, Section 3" in said Supplemental Declaration, as such mortgagee and Lienholder, does hereby consent to and join in said Supplemental Declaration of Covenants, Conditions and Restrictions for City Park (Residential) – Section 3.

This consent and joinder shall not be construed or operate as a release of said mortgage or lien owned and held by the undersigned, or any part thereof, but the undersigned agrees that its said mortgage and lien shall hereafter be upon and against the Lots and all appurtenances thereto, and all of the undivided, equitable shares and interests in the Common Area, subject to the provisions of the Supplemental Declaration hereby agreed to.

SIGNED by the undersigned officer of First Continental Investment Co., Ltd. heretofore authorized, this the 5th day of July, 2005.

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

FIRST CONTINENTAL INVESTMENT CO., LTD.,

a Texas limited partnership

JUL - 8 2005



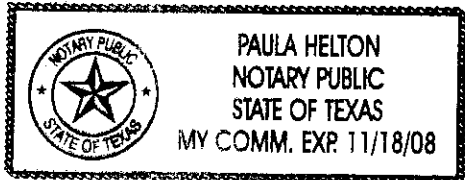
Dorothy B. Keyman
COUNTY CLERK
HARRIS COUNTY, TEXAS

By: *John M. Bonner*
John M. Bonner, President

THE STATE OF TEXAS §
 §
COUNTY OF HARRIS §

Before me, the undersigned authority, on this day personally appeared John M. Bonner, President of First Continental Investment Co., Ltd., known to me to be the person whose name is subscribed to the foregoing instrument, and acknowledged to me that he executed the same for the purposes and consideration therein expressed, in the capacity therein stated and as the act and deed of said limited partnership.

Given under my hand and seal of office on this 5th day of July, 2005.



Paula Helton
Notary Public in and for the State of Texas