



# SUPPLEMENTAL DECLARATION OF COVENANTS, CONDITIONS, AND RESTRICTIONS FOR CITY PARK WEST SECTION 1

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**SUPPLEMENTAL  
DECLARATION OF COVENANTS, CONDITIONS AND RESTRICTIONS FOR  
CITY PARK SINGLE FAMILY (RESIDENTIAL) – CITY PARK WEST, SECTION 1**

THE STATE OF TEXAS    §  
  §  
COUNTY OF HARRIS   §

This SUPPLEMENTAL DECLARATION OF COVENANTS, CONDITIONS AND RESTRICTIONS FOR CITY PARK SINGLE FAMILY (RESIDENTIAL) – CITY PARK WEST, SECTION 1 (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 (i) 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*”) and (ii) Second Amendment to Declaration of Covenants, Conditions and Restrictions for City Park Single Family (Residential) recorded on December 17, 2004, under County Clerk's File No. Y136582 in the Official Public Records of Harris County, Texas (the “*Second Amendment*”). The Original Declaration, as modified by the First Amendment and the Second 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 West, Section 1*”):

Section 1 of City Park West, a subdivision in Harris County, Texas according to the map or plat thereof recorded under Film Code No. 594026 of the Map Records of Harris County, Texas.

D. Declarant desires to subject City Park West, Section 1, 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 West, Section 1, 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. **Builder**. The term “***Builder***” means Gehan Homes, Ltd., a Texas limited partnership, and RAH of Texas, LP, a Colorado limited partnership or other home building company designated by Declarant.

2. **Lots**. The term “***Lot***” or “***Lots***” means each of the Lots shown on the City Park West, Section 1 Plat, regardless of the designated type. As used herein, “***City Park West, Section 1 Plat***” means the Plat for City Park West, Section 1, recorded under Film Code No. 594026 of the Map Records of Harris County, Texas, and any replat thereof.

3. **Property**. The term “Property” as used in the Declaration also includes all of City Park West, Section 1, a subdivision in Harris County, Texas, according to the plat thereof recorded under Film Code No. 594026 of the Map Records of Harris County, Texas, save and except any unrestricted reserves shown on plats of such Property.

4. **Exterior Finish**. Section 2.3 G of the Declaration is hereby restated as follows:

The Residential Dwelling on each Lot must have at least 75% of the entire front exterior wall area and at least 51% in the aggregate of the exterior wall area of all other sides below 8 feet above the foundation constructed of brick, brick veneer, stone, stone veneer or other material approved by the Architectural Review Committee. All homes must have clearly displayed house numbers in cast stone or other material which is attached to the main residence and has been approved by the Architectural Review Committee. The Architectural Review Committee may promulgate or amend Architectural Guidelines specifically with respect to City Park West, Section 1 which provides additional requirements in connection with construction of the Residential Dwellings and landscaping.

5. **Lot Maintenance**. Section 2.3 Q of the Declaration is hereby restated as follows:

The Owner of each Lot shall be responsible for keeping and maintaining the yard and all vegetation (including, without limitation, the lawn and landscaped beds) located in such Lot in a sanitary, healthful, neat and attractive manner. Without limited the generality of the foregoing, the Owner or occupant of a Lot shall adequately water all grass and other vegetation, mow and edge the grass, and keep the yard and landscaped beds free of weeds, debris and dead or deceased grass, shrubs and trees. In no event shall an Owner or occupant of a Lot use any Lot for the 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. The Owner or occupant of a Lot shall not burn anything on any Lot, except in fireplaces approved by the Architectural Review Committee. The Owner or occupant of a Lot at the intersection of streets, where the yard or portion of the Lot is visible to full public view shall construct and maintain a suitable enclosure approved in writing by the Architectural Review Committee to screen the following from public view: yard equipment, wood piles and storage piles that are incident to the normal residential requirements of a typical family. In the event that the Owner or occupant of a Lot fails to maintain his Lot in a sanitary, healthful, neat and attractive manner, the Association may, after ten (10) days written notice to the Owner or occupant of the Lot, at its option, without liability to the Owner or occupant of the Lot in trespass or otherwise, enter upon said Lot and water the grass and other vegetation, clean and weed the landscape beds, remove any dead or diseased grass, shrubs or trees, mow and edge the grass, trim bushes and trees, remove any trash or debris, and do anything else necessary or desirable to secure compliance with this Declaration and may charge the Owner and/or occupant of the Lot for the cost of such work. The Owner or occupant, as the case may be, agrees by the purchase or occupancy of such Lot, to pay such changes, plus fifty percent (50%) of such costs and overhead and supervision immediately upon receipt of the corresponding statement. Payment of such changes shall be secured by the lien against the Lot in question created in Article V of the Declaration.

6. **Minimum Allowable Area of Interior Living Space.** Section 2.4 A of the Declaration is hereby restated as follows:

The minimum allowable area of interior living space in any Residential Dwelling on any Lot shall be one thousand three hundred (1,300) square feet. For the purposes of these Restrictions, the term "*interior living space*" excludes steps, porches, exterior balconies and garages.

7. **Location of Improvements – Setbacks.** Section 2.4 C of the Declaration is hereby restated as follows:

Except as may be authorized in writing by the Architectural Review Committee as provided below, no Residential Dwelling or Improvement on any Lot shall be located nearer to the front lot line nor nearer to any side or rear lot line as permitted by the Plat. To provide for uniformity and proper utilization of the building area within the Lots, the Residential Dwelling and any appurtenant structure on a Lot (e.g. a detached garage) shall not be less than ten (10) feet from the Residential Dwelling or any appurtenant structure on any contiguous Lot(s). The Architectural Review Committee may

grant variances from these setbacks and restrictions, in the manner provided in Article III, Section 3.12 of the Declaration, when, in its sole discretion, a variance is deemed necessary or appropriate.

8. **Fences.** Section 2.5 of the Declaration is hereby modified to add as a new Section 2.5 D the following:

**2.5 D Other Fences.** The Architectural Review Committee is authorized to require other fences (e.g. fences along the rear property line of a Lot) in connection with its promulgation or amendment of the Architectural Guidelines issued pursuant to Section 3.4 below.

9. **Rear Yards.** Section 2.6 I of the Declaration is hereby deleted in its entirety.

10. **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 30<sup>th</sup> 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.

11. **Amendment.** This Declaration and related architectural improvement requirements may be amended unilaterally at any time solely by the Declarant.

*[Signatures on following page.]*

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, Ltd.,  
its managing general partner

By: Westfield International, Inc.,  
Its general partner

By: Pam Moore Barron  
Name: Pam Moore Barron

Its: President

Date: \_\_\_\_\_

THE STATE OF TEXAS §  
  §  
COUNTY OF HARRIS §

BEFORE ME, the undersigned Notary Public, on this day personally appeared Pam Moore Barron, President of Westfield International, Inc., a Texas corporation and the general partner of Heritage General Capital Group, Ltd, a Texas limited partnership and managing partner of GBF/LIC 288, Ltd., a Texas limited partnership, on behalf of such corporation and limited partnerships.

GIVEN UNDER MY HAND AND SEAL OF OFFICE on this the 20<sup>th</sup> day of December, 2005.

Kellene Fisher  
Notary Public in 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 West, Section 1" 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) – City Park West, Section 1.

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 AND ATTESTED by the undersigned officers of First Continental Investment Co., Ltd. heretofore authorized, this the 20<sup>th</sup> day of December, 2005.

FILED  
2006 JAN -3 AM 11:27  
*Bonny L. K. [Signature]*  
COUNTY CLERK  
HARRIS COUNTY, TEXAS

FIRST CONTINENTAL INVESTMENT CO., LTD.,  
a Texas limited partnership

By: *[Signature]*  
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 corporation.

Given under my hand and seal of office on this 20<sup>th</sup> day of DECEMBER, 2005.

*[Faint circular notary seal]*  
8/1/70

*[Signature]*  
Notary Public in and for the State of Texas

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

JAN - 3 2006



*Dorothy B. Kaufman*

COUNTY CLERK  
HARRIS COUNTY, TEXAS