

PRIVATE FACILITIES MAINTENANCE DECLARATION

This Private Facilities Maintenance Declaration (this "**Restrictive Covenant**") is made by **PULTE HOMES OF TEXAS, L.P.**, a Texas limited partnership ("**Declarant**"), and is as follows:

RECITALS:

A. Declarant is the owner of certain real property located in Harris County, Texas, as more particularly described on Exhibit "A", attached hereto (the "**Property**"). Declarant intends to develop the Property for residential purposes.

B. In conjunction with development of the Property, certain private amenities will be constructed on the Property by the Declarant, which are depicted on the site plan, attached hereto as Exhibit "B" (the "**Site Plan**"). The "private amenities" may include one or more of the following: a private roadway, retaining walls, detention facility, recreational areas, and private utilities (water, sanitary, storm), as shown and labeled on the Site Plan (collectively, the "**Facilities**"). The Facilities will not be dedicated to the public and will be privately maintained.

C. In conjunction with development of the Property, Declarant will form a homeowners association for the administration of the Property (the "**Association**"). The Association will be organized as a Texas nonprofit corporation.

NOW, THEREFORE, it is hereby declared that the Property be subject to the following covenants, conditions and restrictions which shall run with the Property and: (i) shall be binding upon all parties having right, title, or interest in or to such portion of the Property or any part, their heirs, successors, and assigns and shall inure to the benefit of each owner; and (ii) that each contract, deed or conveyance of any kind conveying those portions of such Property shall conclusively be held to have been executed, delivered, and accepted subject to the following covenants, conditions and restrictions, regardless of whether or not the same are set out in full or by reference in said contract, deed or conveyance.

1. Maintenance of Facilities. Upon completion of construction of the Facilities, Declarant will cause the Facilities to be maintained in good condition and repair in accordance and with the requirements of the City of Houston (the "**City**") and all applicable governmental codes and ordinances. Prior to conveying any residential home within the Property to a third-party, Declarant will either: (i) convey the Facilities to the Association; or (ii) cause a restrictive covenant to be recorded in the Official Public Records of Harris County, Texas (the "**Declaration**") designating the Facilities as common areas which the Association is required to maintain. Upon conveyance of the Facilities or recordation of the Declaration, Declarant's obligation to maintain the Facilities in accordance with this Restrictive Covenant will be automatically assigned to the Association without the necessity of any further action and the Association shall be obligated to maintain the Facilities in good condition and repair in accordance with the requirements of the City and all applicable governmental codes and ordinances.

2. Breach Shall Not Permit Termination. Notwithstanding anything to the contrary contained herein, no breach of this Restrictive Covenant shall entitle the Association, the Declarant or any owner to cancel, rescind or otherwise terminate this Declaration.

3. Excusable Delays. Whenever performance is required of the Declarant or the Association hereunder, the Declarant or the Association, as applicable, shall use all due diligence to perform and take all reasonable and necessary measures in good faith to perform; provided, however, that if completion of performance shall be delayed at any time by reasons of acts of God, war, civil commotion, riots, strikes, picketing, or other labor disputes, unavailability of labor or material, damage to work in progress by reason of fire or other casualty, or any other cause beyond the reasonable control of the Declarant or the Association (financial inability, imprudent management or negligence excepted), then the time for performance as herein specified shall be appropriately extended by the amount of the delay actually so caused.

4. General Provisions

A. Inurement. This Restrictive Covenant and the restrictions created hereby shall inure to the benefit of and be binding upon the Association, the Declarant and the owners, and their successors and assigns; provided, however, that if the Declarant conveys the Facilities to the Association or files the Declaration, the Declarant shall thereupon be released and discharged from any and all maintenance obligations hereunder.

B. Modification or Cancellation. This Restrictive Covenant may not be modified in any respect or canceled, in whole or in part, except with the consent of the Association when created (acting through a Majority of its Board of Directors), the City, and the Declarant (for so long as Declarant owns any portion of the Property), and then only by written instrument duly executed and acknowledged by such parties and recorded in the Official Public Records of Harris County, Texas. Unless terminated in accordance with this Paragraph, this Restrictive Covenant shall remain in full force and effect in perpetuity. Notwithstanding any provision in this Restrictive Covenant to the contrary, if any of the Facilities are dedicated to the public, and a public entity assumes the maintenance and repair obligation of such Facilities, the terms and provisions of this Restrictive Covenant shall become void and of no effect as to the improvements assumed by such public entity. The foregoing sentence shall in no event be construed to mean that the City intends to accept any of the Facilities for public maintenance, it being expressly intended that such Facilities shall in no event be so accepted.

C. Severability; Governing Law. The provisions of this Restrictive Covenant shall be deemed independent and severable, and the invalidity or partial invalidity of any provisions or portion hereof shall not affect the validity or enforceability of any other provision. This Restrictive Covenant and all rights and obligations created hereby shall be governed by the laws of the State of Texas. This Restrictive Covenant is performable only in the county in Texas wherein the Property is located.

D. Notices. Any notice to the Association when created, City, Declarant, or any owner shall be in writing and given by delivering same to such party in person, by expedited, private carrier services (such as Federal Express) or by sending the same by registered or certified mail, return receipt requested, with postage prepaid, to the intended recipient's last known mailing address. All notices under this Restrictive Covenant shall be deemed given, received, made or communicated on the date personal delivery is affected or, if mailed, on the delivery date or attempted delivery date shown on the return receipt.

E. Enforcement. The City will have the right to enforce, by a proceeding at law or in equity, all requirements, conditions, and covenants imposed by the provisions of this Restrictive Covenant.


[SIGNATURE PAGE FOLLOWS]

EXECUTED to be effective this 19th day of August, 2015.

DECLARANT:

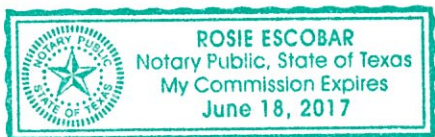
Pulte Homes of Texas, L.P.,
a Texas limited partnership

By: Pulte Nevada I LLC,
a Delaware limited liability company,
its General Partner

By: 
Printed Name: Chris Chew
Title: Vice President of Land Aquisition

STATE OF TEXAS §
COUNTY OF HARRIS §

Before me, the undersigned authority on this 19 day of August, 2015, personally appeared Chris Chew, VP of Land Aquisition of Pulte Nevada I LLC, a Delaware limited liability company, General Partner of Pulte Homes of Texas L.P., a Texas limited partnership, on behalf of said limited liability company and limited partnership.



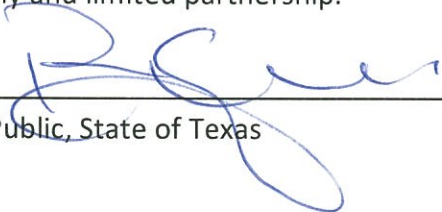

Notary Public, State of Texas

EXHIBIT "A"

[DESCRIPTION OF PROPERTY]

EXHIBIT "B"

[SITE PLAN]

SECTION	AREA	PERCENT
1	1.00	100.00
2	1.00	100.00
3	1.00	100.00
4	1.00	100.00
5	1.00	100.00
6	1.00	100.00
7	1.00	100.00
8	1.00	100.00
9	1.00	100.00
10	1.00	100.00
11	1.00	100.00
12	1.00	100.00
13	1.00	100.00
14	1.00	100.00
15	1.00	100.00
16	1.00	100.00
17	1.00	100.00
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19	1.00	100.00
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39	1.00	100.00
40	1.00	100.00
41	1.00	100.00
42	1.00	100.00
43	1.00	100.00
44	1.00	100.00
45	1.00	100.00
46	1.00	100.00
47	1.00	100.00
48	1.00	100.00
49	1.00	100.00
50	1.00	100.00

AGRICULTURE

LOT 75

LOT 76

LOT 77

LOT 78

LOT 79

LOT 80

LOT 81

HOLLYWOOD GARDENS
VOLUME 594, PAGE 236 H.C.M.P.

LOT 25

HOLLYWOOD GARDENS
VOLUME 594, PAGE 236 H.C.M.P.

LOT 26

LOT 27

LOT 28

LOT 29

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LOT 36

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LOT 38

LOT 39

LOT 40

LOT 41

LOT 42

LOT 43

LOT 44

LOT 45

LOT 46

LOT 47

LOT 48

LOT 49

LOT 50

REDEVELOPMENT DISTRICT

LOT 75

LOT 76

LOT 77

LOT 78

LOT 79

LOT 80

LOT 81

REDEVELOPMENT DISTRICT

LOT 25

LOT 26

LOT 27

LOT 28

LOT 29

LOT 30

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LOT 32

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LOT 50

SECTION	AREA	PERCENT
1	1.00	100.00
2	1.00	100.00
3	1.00	100.00
4	1.00	100.00
5	1.00	100.00
6	1.00	100.00
7	1.00	100.00
8	1.00	100.00
9	1.00	100.00
10	1.00	100.00
11	1.00	100.00
12	1.00	100.00
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14	1.00	100.00
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16	1.00	100.00
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37	1.00	100.00
38	1.00	100.00
39	1.00	100.00
40	1.00	100.00

AGRICULTURE

LOT 75

LOT 76

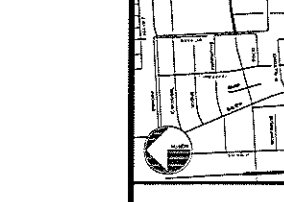
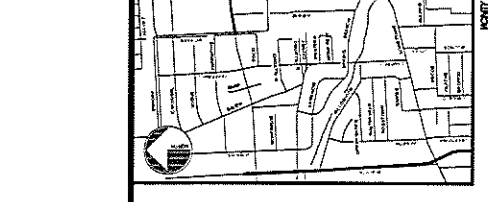
LOT 77

LOT 78

LOT 79

LOT 80

LOT 81



GENERAL NOTES

1. All dimensions are to center line unless otherwise noted.
2. All lot areas are to be as shown on this plat.
3. The owner shall be responsible for obtaining all necessary permits.
4. The owner shall be responsible for obtaining all necessary surveys.
5. The owner shall be responsible for obtaining all necessary easements.
6. The owner shall be responsible for obtaining all necessary rights of way.
7. The owner shall be responsible for obtaining all necessary utility easements.
8. The owner shall be responsible for obtaining all necessary water easements.
9. The owner shall be responsible for obtaining all necessary sewer easements.
10. The owner shall be responsible for obtaining all necessary gas easements.
11. The owner shall be responsible for obtaining all necessary electric easements.
12. The owner shall be responsible for obtaining all necessary telephone easements.
13. The owner shall be responsible for obtaining all necessary cable television easements.
14. The owner shall be responsible for obtaining all necessary other utility easements.
15. The owner shall be responsible for obtaining all necessary other easements.

PROPERTY AT HOLLYWOOD PARTIAL REPLAT NO. 2, AN ADDITION TO THE CITY OF HOUSTON, TEXAS, ACCORDING TO THE MAP OR PLAT THEREOF RECORDED IN FILM CODE NO. 66742, MAP RECORDS, HARRIS COUNTY TEXAS

REASON FOR REPLAT: TO CREATE 56 SINGLE-FAMILY RESIDENTIAL LOTS AND 9 RESERVES

55 LOTS

9 RESERVES

AUGUST 2015

3 BLOCKS

HOLLYWOOD GARDENS PARTIAL REPLAT NO. 2

A SUBDIVISION OF 5.583 ACRES OF LAND, BEING A REPLAT OF HOLLYWOOD GARDENS PARTIAL REPLAT NO. 2, AN ADDITION TO THE CITY OF HOUSTON, TEXAS, ACCORDING TO THE MAP OR PLAT THEREOF RECORDED IN FILM CODE NO. 66742, MAP RECORDS, HARRIS COUNTY TEXAS

REASON FOR REPLAT: TO CREATE 56 SINGLE-FAMILY RESIDENTIAL LOTS AND 9 RESERVES

55 LOTS

9 RESERVES

AUGUST 2015

3 BLOCKS

ALBERTSON

REDEVELOPMENT DISTRICT

HARRIS COUNTY TEXAS



CURVE	PHASIS	DELTA ANGLE	ARC LENGTH	CHORD BEARING	CHORD LENGTH	TRaverse
C1	15.00	0475547	3165	N102348E	3164	2047
C2	10.00	0475555	4387	N102348E	4386	2518
C3	10.00	0273302	5739	S163118E	5741	7915
C4	10.00	0273302	5811	S710088E	5729	2988
C5	20.00	0273302	3211	S710088E	3212	2068
C6	15.00	0475547	2739	S102348E	2739	1219
C7	20.00	0273302	3147	S142589W	3147	2505
C8	10.00	0273302	5838	S710088E	5838	2587
C9	10.00	0273302	5838	N102348E	5838	2758
C10	10.00	0273302	5838	N102348E	5838	2987
C11	10.00	0273302	5838	S102348E	5838	2987
C12	10.00	0273302	5838	N102348E	5838	2987
C13	10.00	0273302	5838	N102348E	5838	2987
C14	10.00	0273302	5838	N102348E	5838	2987
C15	10.00	0273302	5838	N102348E	5838	2987
C16	10.00	0273302	5838	N102348E	5838	2987
C17	10.00	0273302	5838	N102348E	5838	2987
C18	10.00	0273302	5838	N102348E	5838	2987
C19	10.00	0273302	5838	N102348E	5838	2987
C20	10.00	0273302	5838	N102348E	5838	2987
C21	10.00	0273302	5838	N102348E	5838	2987
C22	10.00	0273302	5838	N102348E	5838	2987
C23	10.00	0273302	5838	N102348E	5838	2987
C24	10.00	0273302	5838	N102348E	5838	2987

CURVE	PHASIS	DELTA ANGLE	ARC LENGTH	CHORD BEARING	CHORD LENGTH	TRaverse
C25	10.00	0273302	5838	N102348E	5838	2987
C26	10.00	0273302	5838	N102348E	5838	2987
C27	10.00	0273302	5838	N102348E	5838	2987
C28	10.00	0273302	5838	N102348E	5838	2987
C29	10.00	0273302	5838	N102348E	5838	2987
C30	10.00	0273302	5838	N102348E	5838	2987
C31	10.00	0273302	5838	N102348E	5838	2987
C32	10.00	0273302	5838	N102348E	5838	2987
C33	10.00	0273302	5838	N102348E	5838	2987
C34	10.00	0273302	5838	N102348E	5838	2987

I, the State of Texas, do hereby certify that the above is a true and correct copy of the original as the same appears on file in the office of the State Engineer at Austin, Texas, this 10th day of August, 2015.

State Engineer
 Department of Transportation

By _____
 Deputy

Notary Public in and for the State of Texas
 My Commission Expires _____
 My Office is located at _____
 My City is _____
 My State is _____

I, _____, County Clerk of Harris County, Texas, do hereby certify that the above is a true and correct copy of the original as the same appears on file in the office of the County Clerk at Houston, Texas, this 10th day of August, 2015.

County Clerk
 Harris County, Texas

By _____
 Notary Public

Notary Public in and for the State of Texas
 My Commission Expires _____
 My Office is located at _____
 My City is _____
 My State is _____

STATE OF TEXAS
 COUNTY OF HARRIS
 I, _____, County Clerk of Harris County, Texas, do hereby certify that the above is a true and correct copy of the original as the same appears on file in the office of the County Clerk at Houston, Texas, this 10th day of August, 2015.

Notary Public in and for the State of Texas
 My Commission Expires _____
 My Office is located at _____
 My City is _____
 My State is _____

HOLLYWOOD GARDENS PARTIAL REPLAT No 2 REPLAT No 1

A SUBDIVISION OF 5.583 ACRES OF LAND, BEING A REPLAT OF HOLLYWOOD GARDENS PARTIAL REPLAT NO. 2, AN ADDITION TO THE CITY OF HOUSTON, TEXAS, ACCORDING TO THE MAP OR PLAT THEREOF RECORDED IN FILM CODE NO. 66742, MAP RECORDS, HARRIS COUNTY TEXAS

REASON FOR REPLAT: TO CREATE 55 SINGLE-FAMILY RESIDENTIAL LOTS AND 9 RESERVES
 55 LOTS
 9 RESERVES
 3 BLOCKS
 AUGUST 2015



RECORDERS PUBLIC EMPLOYEES ASSOCIATION
 10000 Katy Freeway, Suite 1000
 Houston, Texas 77054

20150388208
Pages 10
08/26/2015 01:07 PM
e-Filed & e-Recorded in the
Official Public Records of
HARRIS COUNTY
STAN STANART
COUNTY CLERK
Fees \$48.00

RECORDERS MEMORANDUM

This instrument was received and recorded electronically
and any blackouts, additions or changes were present
at the time the instrument was filed and recorded.

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.



Stan Stanart

COUNTY CLERK
HARRIS COUNTY, TEXAS

ER 073-34-1282