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**FIRST AMENDMENT
DECLARATION OF COVENANTS,
CONDITIONS, RESTRICTIONS AND EASEMENTS**

FOR

COLLEGE PARK

A RESIDENTIAL SUBDIVISION IN HARRIS COUNTY, TEXAS

STATE OF TEXAS
COUNTY OF HARRIS

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KNOW ALL BY THESE PRESENTS THAT:

Pursuant to that certain instrument entitled "Declaration of Covenants, Conditions, Restrictions and Easements for College Park" (the "Declaration") filed on July 14, 1999, under Clerk's File No. T845178, Official Public Records of Real Property of Harris County, Texas, and recorded under Clerk's Form Code No. 526-83-3635, *et seq.*, Official Public Records of Real Property of Harris County, Texas, including Section 11.10 of the Declaration, **5177 BUILDERS, LTD.**, a Texas limited partnership (hereinafter referred to as "Declarant") hereby amends the Declaration as follows:

**I.
Definitions**

In addition to the definitions contained herein, all definitions set forth in the Declaration (including Article II of the Declaration) are incorporated by reference herein.

**II.
Amendments**

A. Section 2.11 of the Declaration is hereby deleted in its entirety and the following substituted in place thereof:

SECTION 2.11 "Development Period" means the period of time beginning on the date of recordation of the Declaration in the Official Public Records of Real Property of Harris County, Texas and ending on the earlier occurrence of either of the following events:

2.11.1 five years after the date of recordation of this Declaration in the Official Public Records of Real Property of Harris County, Texas; or

2.11.2 as provided in Section 11.04 regarding the first meeting of Class A Members; provided, at any time prior to such termination Declarant may file one or more statements of limited

termination of the Development Period to apply only to the specific functions, rights and/or responsibilities as stated therein.

B. Section 3.04.1(b) of the Declaration is hereby deleted in its entirety and the following substituted in place thereof:

(b) Class B: Class B Members are Declarant. DURING THE DEVELOPMENT PERIOD DECLARANT SHALL HAVE ONE VOTE FOR EACH BUILDING SITE OWNED AND SHALL ADDITIONALLY HAVE ONE "AT LARGE" VOTE.

C. Section 7.03 of the Declaration is hereby deleted in its entirety and the following substituted in place thereof:

SECTION 7.03 Vehicles.

7.03.1 Prohibited Vehicles. No boat, mobile home, trailer, boat rigging, truck larger than a three-quarter ton pick-up, recreational vehicle, bus, unused vehicle, inoperable vehicle of any kind (including any vehicle requiring same which does not have both a current and valid license plate and current and valid state inspection sticker), and no unsightly vehicle as determined in the sole opinion of the Board, may be parked, stored or kept at anytime within the Subdivision, or on any driveway or upon any Building Site unless such vehicle is stored completely within a garage.

7.03.2 Prohibited Parking - General. No vehicle of any kind may be parked, stored or otherwise permitted to remain at any time (i) on grass or any other similar portion of any Building Site or any other place within the Subdivision not intended customarily for use for parking of vehicles, or (ii) in a slanted or diagonal manner across any driveway or otherwise than as is customary for the type of parking space being used, or (iii) in such manner as to obstruct or impeded sidewalk, driveway or street access or usage, or in such manner that any part of the vehicle extends in to any part of any street or common drive. No Owner or resident is permitted to park or store any vehicle on the Building Site of another Owner or resident.

7.03.3 OCCUPANT VEHICLES. THE PROVISIONS OF THIS SECTION APPLY TO PERMITTED VEHICLES WHICH ARE OWNED AND/OR OPERATED BY ANY SINGLE FAMILY MEMBER OF THE RESIDENTS OF EACH BUILDING SITE ("OCCUPANT VEHICLES"). NO MORE THAN TWO OCCUPANT VEHICLES ARE PERMITTED FOR EACH BUILDING SITE WHICH DOES NOT HAVE A DRIVEWAY OR PARKING COURT, AND IN SUCH CASE BOTH OCCUPANT VEHICLES MUST BE PARKED IN THE GARAGE OF THE APPLICABLE BUILDING SITE. FOR EACH BUILDING SITE WHICH HAS A DRIVEWAY OF SUFFICIENT SIZE, UP TO TWO OCCUPANT VEHICLES MAY BE PARKED IN THE DRIVEWAY PROVIDED THAT AT LEAST ONE OCCUPANT VEHICLE IS FIRST PARKED IN THE GARAGE. DECLARANT DURING THE DEVELOPMENT PERIOD AND THE ACC THEREAFTER MAY ALSO APPROVE CONSTRUCTION OF A PARKING COURT FOR PARKING OF UP TO TWO OCCUPANT VEHICLES AS TO ANY BUILDING SITE WHICH

DOES NOT HAVE A DRIVEWAY OR FOR PARKING OF ONE OCCUPANT VEHICLE AS TO ANY BUILDING SITE WHICH DOES HAVE A DRIVEWAY. PARKING OF OCCUPANT VEHICLES AT ANY TIME AT ANY LOCATION IN THE SUBDIVISION EXCEPT IN ACCORDANCE WITH THE FOREGOING (OR AS HEREAFTER PROVIDED REGARDING ASSIGNED PARKING), INCLUDING PARKING OF OCCUPANT VEHICLES UPON ANY COMMON DRIVE OR STREET WITHIN THE SUBDIVISION, IS STRICTLY PROHIBITED.

7.03.4 VISITOR PARKING - COMMON AREA ACCESS EASEMENTS.

(a) DECLARANT DURING THE DEVELOPMENT PERIOD AND THE BOARD THEREAFTER MAY DESIGNATE SPECIFIC AREAS WITHIN THE SUBDIVISION AS ADDITIONAL PARKING AREAS FOR VISITOR PARKING, BUT NEITHER SHALL HAVE ANY OBLIGATION WHATSOEVER TO PROVIDE FOR ANY SUCH PARKING AREAS. ACCORDINGLY, NO VISITOR PARKING MAY EVER BE AVAILABLE WITHIN THE SUBDIVISION. OCCUPANT VEHICLES MAY NOT BE PARKED AT ANY TIME IN ANY VISITOR PARKING AREA EXCEPT AS MAY BE PERMITTED BY THE NEXT SECTION REGARDING ASSIGNED PARKING. VISITOR PARKING, IF ANY, IS STRICTLY ON AN "AS AVAILABLE" BASIS. VISITOR PARKING IS LIMITED IN DURATION TO THE ACTUAL PERIOD OF VISITATION WITH AN OWNER OR THEIR TENANT, AND ALSO TO A MAXIMUM OF THREE DAYS DURING ANY WEEK OR FIVE DAYS DURING ANY CONSECUTIVE THIRTY DAY PERIOD. REQUESTS TO EXTEND THE DURATION FOR VISITOR PARKING MAY BE MADE ONLY AS PROVIDED IN THE NEXT SECTION REGARDING ASSIGNED PARKING.

(b) Various areas are designated on the initial Plat of the Subdivision as described in Section 1.01 as a "Common Area Access Easement (a "CAAE") as indicated by notes on said initial Plat reading "SEE NOTE #21". The Association is hereby granted an irrevocable easement upon, under, over and across each CAAE for purposes of the use of each CAAE for parking for guests and the general public, and for discharge of the Association's maintenance responsibilities as to same. Declarant during the Development Period and the Board thereafter are fully authorized to exclusively control each CAAE, including all aspects as to regulation of the use, maintenance, repair, replacement, modification and appearance of each CAAE. **SUBJECT TO SPECIFIC REGULATION AS AFORESAID, GUESTS OR INVITEES OF ANY OWNER OR THEIR TENANT MAY USE ANY CAAE FOR GUEST PARKING REGARDLESS OF THE LOCATION OF THE CAAE. USE OF ANY CAAE IS NOT RESTRICTED TO GUESTS OR INVITEES OF OWNERS (OR THEIR TENANTS) OF ADJOINING OR ABUTTING BUILDING SITES.**

7.03.5 ASSIGNED PARKING. AN OWNER OF A BUILDING SITE, ON THE OWNER'S BEHALF OR ON BEHALF OF THE OWNER'S TENANT, MAY SUBMIT A REQUEST FOR ASSIGNED PARKING TO THE BOARD FOR PARKING FOR OCCUPANT VEHICLES OR FOR VISITOR PARKING OTHER THAN AS ABOVE PROVIDED. A REQUEST FOR ASSIGNED PARKING MAY BE GRANTED ONLY IN WRITING, AND IF

AND ONLY IF THE BOARD DETERMINES THE REQUEST SETS FORTH GOOD CAUSE DUE TO UNUSUAL CIRCUMSTANCES REASONABLY BEYOND THE CONTROL OF THE APPLICABLE OWNER OR TENANT, AND THAT THE GRANTING OF THE REQUEST WILL NOT UNDULY IMPAIR THE AVAILABILITY OF VISITOR PARKING FOR USE BY VISITORS OF OTHER BUILDING SITES. THE REQUEST FOR ASSIGNED PARKING MUST BE IN WRITING, MUST IDENTIFY THE VEHICLE TO WHICH THE REQUEST APPLIES BY MAKE, MODEL, YEAR, COLOR AND LICENSE PLAT NUMBER, MUST STATE THE BEGINNING AND ENDING DATES FOR PARKING PER THE REQUEST, MUST IDENTIFY THE FAMILY MEMBER OR VISITOR WHO IS THE PRIMARY OPERATOR OF THE VEHICLE TO WHICH THE REQUEST APPLIES AND MUST STATE THE UNUSUAL CIRCUMSTANCES NECESSITATING THE REQUEST. THE REQUEST MAY BE GRANTED ONLY FOR A DURATION NOT TO EXCEED THE PERIOD OF TIME THE UNUSUAL CIRCUMSTANCES CONTINUE AND IN ANY EVENT NOT TO EXCEED FOUR MONTHS. APPROVAL OF A REQUEST FOR ASSIGNED PARKING MAY BE EXTENDED FOR SUCCESSIVE FOUR MONTH PERIODS UPON WRITTEN REQUEST COMPLYING WITH THE REQUIREMENTS FOR THE INITIAL REQUEST SUBMITTED AT LEAST TWO WEEKS BEFORE THE END OF THE PERIOD TO BE EXTENDED. ALL APPROVALS OF ALL REQUESTS FOR ASSIGNED PARKING PURSUANT TO THIS SECTION, IF ANY, ARE ON AN "AS AVAILABLE" BASIS. A REQUEST FOR ASSIGNED PARKING MAY BE APPROVED ONLY IN WRITING, AND IS SUBJECT TO ALL TERMS AND CONDITIONS AS MAY BE STATED IN THE WRITTEN APPROVAL. ORAL APPROVALS OF ANY REQUEST FOR ASSIGNED PARKING, AND ORAL MODIFICATIONS, EXTENSIONS OR ANY OTHER ORAL AGREEMENTS REGARDING ANY REQUEST FOR APPROVAL, ARE STRICTLY PROHIBITED. NO APPROVAL SHALL EVER BE DEEMED AN AGREEMENT, REPRESENTATION OR GUARANTEE THAT THE ASSIGNED PARKING WILL AT ANY TIME IN FACT BE AVAILABLE. NO REQUEST FOR ASSIGNED PARKING MAY BE GRANTED AS TO ANY CAAE AS TO WHICH SECTION 7.03.4(B) SHALL CONTROL.

7.03.6 NOTICE OF LIMITED AVAILABILITY OF PARKING. DECLARANT, THE ASSOCIATION AND THEIR RELATED PARTIES, INCLUDING THE BOARD, HAVE NO OBLIGATION WHATSOEVER TO PROVIDE VISITOR PARKING OR TO PROVIDE OR APPROVE ANY REQUEST FOR ASSIGNED PARKING. PARKING WITHIN THE SUBDIVISION FOR OCCUPANT VEHICLES AND VISITORS TO EACH BUILDING SITE MAY BE LIMITED STRICTLY TO THE GARAGE ON EACH BUILDING SITE AND THE APPURTENANT DRIVEWAY AND/OR PARKING COURT, IF ANY. IN ALL EVENTS AVAILABLE PARKING WITHIN THE SUBDIVISION WILL BE EXTREMELY LIMITED, PARKING OF OCCUPANT VEHICLES UPON ANY STREET OR COMMON DRIVE WITHIN THE SUBDIVISION IS STRICTLY PROHIBITED. PARKING ON ANY AREA PUBLIC STREETS MAY BE PROHIBITED AND/OR LIMITED BY THE CITY AND/OR BY THE BOARD. ANY DESIGNATION OF VISITOR PARKING AREAS MAY BE CHANGED AT ANY TIME AND FROM TIME TO TIME AS DECLARANT OR THE BOARD, AS APPLICABLE, MAY DETERMINE.

7.03.7 Repair of Vehicles. No work on any vehicle within the Subdivision, including on any street or common drive, or on any Community Properties, or on any Building Site, may be performed at any time other than temporary emergency repairs or other work required in order to

promptly remove an inoperable or disabled vehicle from the Subdivision or to and completely within a garage.

7.03.8 Vehicle Defined. As used in this Section, "vehicle" means a device in, on, or by which a person or property may be transported, including an operable or inoperable automobile, truck, motorcycle, recreational vehicle, trailer, and such other devices as from time to time specified by applicable Rules and Regulations.

7.03.9 Presumptive Violations. Repairs or other work extended over a period exceeding eight hours is conclusively presumed not to be "temporary". Any vehicle is conclusively presumed to be "unused" or "inoperable" if the vehicle has not been operated outside the Subdivision for seven or more consecutive days or the vehicle has not been operated outside the Subdivision more than twice in any fourteen day period. The provisions hereof do not prejudice the right of the Association to otherwise establish a violation. The foregoing provisions do not apply to any vehicle completely stored within a garage. The Board may grant reasonable exceptions to the foregoing upon receipt of written request from an Owner or their tenant.

7.03.10 Towing. The Board or its designated representative may cause any vehicle which is parked, stored or maintained in violation of this Declaration or other Governing Documents to be removed from the Subdivision to any vehicle storage facility within Harris County, Texas at the sole cost and expense of the Person owning such vehicle (whether or not such Person is an Owner) and/or the Owner as to whom such Person is a tenant, visitor, guest, invitee or other Related Party. Any such removal may be in accordance with any applicable statute or ordinance, including Chapter 684 of the Texas Transportation Code, as amended.

7.03.11 Responsibilities of Owners and Tenants. Owners and their tenants must obtain full compliance with the provisions of this Section by their respective Related Parties, and each is jointly and severally liable for all violations by their respective Related Parties as provided therein.

7.03.12 LIMITATION OF LIABILITY. NEITHER THE ASSOCIATION NOR ANY OF ITS RELATED PARTIES, NOR ANY PERSON REMOVING ANY VEHICLE AS HEREIN PROVIDED (THE "INDEMNITEES"), HAVE ANY LIABILITY WHATSOEVER IN CONSEQUENCE OF REMOVAL OF ANY VEHICLE AS HEREIN PROVIDED. THE PERSON OWNING EACH TOWED VEHICLE (WHETHER OR NOT SUCH PERSON IS AN OWNER) AND THE OWNER AND OWNER'S TENANT AS TO WHOM SUCH PERSON IS A VISITOR, GUEST, INVITEE, OR OTHER RELATED PARTY, SHALL HOLD ALL SUCH INDEMNITEES HARMLESS FROM ANY AND ALL CLAIMS, SUITS, ACTIONS, LIABILITIES OR DAMAGES ARISING, DIRECTLY OR INDIRECTLY, AS RESULT OF SUCH REMOVAL. THE PROVISIONS HEREOF ARE CUMULATIVE OF THE PROVISIONS OF SECTION 3.06.

D. Section 8.04.8 of the Declaration is hereby deleted in its entirety and the following substituted in place thereof:

8.04.8 Driveways; Parking Courts. Each Building Site must contain a driveway or other means of ingress and egress for vehicles from the garage to the abutting common drive or street. All driveways must be constructed of concrete or concrete pavers, or as otherwise approved by Declarant or the ACC. Declarant or the ACC may also approve construction of a circular driveway or other parking court upon a Building Site.

E. Sections 11.03 and 11.04 of the Declaration are each hereby deleted in their entirety and the following substituted in place thereof:

SECTION 11.03 Architectural Control; Builder Approval.

11.03.1 ACC Approval Not Required. Declarant is not required to obtain ACC approval or otherwise comply with any provisions of **Article IV** hereof until completion of the initial sale of each Building Site, whether or not the initial sale occurs during or after the Development Period.

11.03.2 Declarant's ACC Authority as to Initial Development of Building Sites. DECLARANT HEREBY RESERVES AND RETAINS FULL AND EXCLUSIVE AUTHORITY OF THE ACC AS TO EACH BUILDING SITE UNTIL COMPLETION OF THE INITIAL SALE OF EACH BUILDING SITE, WHETHER OR NOT COMPLETION OF THE INITIAL SALE OCCURS DURING OR AFTER THE DEVELOPMENT PERIOD. DECLARANT'S AUTHORITY INCLUDES WITHOUT LIMITATION THE RIGHT TO ASSESS AND RECEIVE PAYMENT OF ARCHITECTURAL REVIEW FEES AS AUTHORIZED BY SECTION 4.02.2.

11.03.3 Approval of Builder By Declarant Required. During the Development Period no Builder is permitted to construct any residence or appurtenant improvements upon a Building Site or otherwise conduct any developmental activities within the Subdivision other than those approved in advance by Declarant.

11.03.4 "Completion of the Initial Sale" and "Builder" Defined. As used in this Section 11.03, (i) as to each Building Site "completion of the initial sale" means and occurs upon substantial completion of the construction of a single family residence and related improvements upon the Building Site and the sale of the Building Site to a Person other than Declarant or a Builder for use and occupancy of the Building Site for a single family residence, and (ii) "Builder" means an Owner other than Declarant who acquires any Building Site for purposes of completion of the initial sale of the Building Site.

SECTION 11.04 First Meeting of Class A Members; Transfer of Declarant Control.

11.04.1 First Meeting of Class A Members. Declarant must call, notice and conduct the first meeting of Class A Members not later than the latter to occur of five years after the date of recordation of this Declaration in the Official Public Records of Harris County, Texas or five years

after recordation of any amendment of this Declaration in the Official Public Records of Real Property of Harris County, Texas within the aforesaid five year period whereby additional property is annexed in to and made a part of the Subdivision. Subject to the foregoing, the first meeting will be held on such date and at such place and time as determined by Declarant. The sole purpose of the first meeting is the election of a Board by Class A Members unless Declarant designates one or more other purposes in the notice of the meeting. No business other than as stated in the notice of the meeting may be conducted at the meeting. Declarant shall appoint a Chairperson and Secretary for the first meeting who need not be officers, directors or Members of the Association. At the first meeting the Owner of each Building Site, whether one or more and including Declarant, is entitled to cast one vote for each Building Site owned. Declarant is additionally entitled to (but not obligated to) cast one "at large" vote, but only for the purpose of breaking a tie vote. If for any reason Owners fail to elect a Board at the first meeting, including in the event of lack of a quorum, the Chairperson may either continue the meeting as provided by the Association's bylaws when a quorum is not present at a meeting, or the Chairperson may adjourn the meeting. In the latter case Declarant may thereafter again notice, call and conduct the meeting as heretofore provided until a Board is elected by Class A Members or Declarant may proceed with termination of then Development Period as provided in the next Section.

11.04.2 Effect of Failure of Class A Members to Elect Board.

(a) If Class A Members fail to elect a Board at the first meeting of Class A Members or any continuation thereof, at any time thereafter Declarant may give written notice to the Owners of all Building Sites requesting that within sixty days after the date of the notice (i) the Class A Members call, notice and conduct the first meeting of Class A Members for and in fact elect a Board, and (ii) provide Declarant with written notice and verification of the election. Declarant's notice may be mailed by regular mail to the street address for each Building Site and may be addressed to "Association Member" or similar generic name. Declarant has no duty to confirm ownership or any other mailing address.

(b) If Declarant gives notice requiring Members elect a Board as above-provided, any three Owners may, as a committee, thereafter call, notice and conduct the first meeting of Class A Members in the same manner as Declarant could have otherwise called, noticed and conducted the first meeting of Members; provided, no meeting may be called, noticed or conducted as aforesaid at any time during which Declarant has called or noticed a first meeting unless and until the first meeting called by Declarant, and all continuations thereof, if any, has been conducted and Members nonetheless failed to elect a Board. Declarant must be given notice as provided by this Declaration of the formation of, and the names, addresses and telephone numbers of, any committee formed as aforesaid. If more than one such committee is formed, the committee which properly gives notice to Declarant first shall be the only committee empowered to act. Declarant must additionally be given notice of any meeting conducted by the committee, must be provided with copies of minutes and all other books and records pertaining to same, and must be given copies of all other documents given to Members regarding any such meeting must also be given to Declarant at or prior to the time same are given to any Members.

(c) IF THE OWNERS FAIL TO PROPERLY ELECT A BOARD AND NOTIFY DECLARANT AS ABOVE-PROVIDED, THEN WITHOUT FURTHER NOTICE (I) DECLARANT MAY FILE DECLARANT'S NOTICE OF FULL TERMINATION OF THE DEVELOPMENT PERIOD, (II) ALL FUNDS REMAINING IN THE MAINTENANCE FUND WILL BE FORFEITED AND THEREAFTER BELONG EXCLUSIVELY TO DECLARANT, (III) ALL ASSOCIATION BOOKS AND RECORDS MAY BE DESTROYED, AND (IV) ALL "DISPUTES" (AS THAT TERM IS DEFINED IN SECTION 11.12) AS TO THE ASSOCIATION, THE ACC AND THEIR RELATED PARTIES ARE WAIVED.

11.04.3 Costs of First Meeting; Turnover of Association Funds, Books and Records.

All costs, including attorney's fees, to notice, call and conduct the first meeting of Class A Members, and to otherwise terminate the Development Period and accomplish transfer of Declarant control, are a common expense of the Association which shall be paid from the Maintenance Fund. If a Board is elected by Class A Members as above-provided, all funds, books and records of the Association must be transferred to the possession or control of the Board, or to any individual director, or to the then Managing Agent of the Association, if any, either at the time the Board is elected or within a reasonable period of time thereafter. Notwithstanding the foregoing, Declarant may maintain possession or control of the Maintenance Fund to the extent Declarant determines is necessary for payment of any unpaid expenses or as security against any other asserted or outstanding obligations or liabilities of the Association until such expenses have been paid and/or such obligations and liabilities finally resolved. DECLARANT HAS NO DUTY TO TRANSFER ANY FUNDS, BOOKS OR RECORDS OF THE ASSOCIATION UNLESS AND UNTIL DECLARANT IS GIVEN WRITTEN NOTICE OF ELECTION OF A BOARD BY CLASS A MEMBERS AND PROPER DOCUMENTATION FOR VERIFICATION THEREOF IN THE MANNER AND WITHIN THE TIME AS REQUIRED BY THIS SECTION 11.04.

11.04.4 Termination of Development Period; Effect. The Development Period terminates on the date of recordation of Declarant's notice of full termination of the Development Period in the Official Public Records of Real Property of Harris County, Texas. Declarant must file its notice of full termination within a reasonable time after the earlier to occur of election of a Board by Class A Members or failure of Class A Members to elect a Board after notice as provided in Section 11.04.2. UPON TERMINATION OF THE DEVELOPMENT PERIOD AND IN ADDITION TO ANY OTHER APPLICABLE PROVISIONS OF THIS DECLARATION AND ALL OTHER GOVERNING DOCUMENTS (I) ALL OFFICERS AND DIRECTORS APPOINTED OR ELECTED BY DECLARANT ARE AUTOMATICALLY REMOVED FROM OFFICE, EFFECTIVE FROM THE EARLIER OF THE DATE OF ELECTION BY CLASS A MEMBERS OF THEIR FIRST BOARD OR THE DATE OF FILING OF DECLARANT'S NOTICE OF TERMINATION AS AFORESAID, (II) DECLARANT'S ONE "AT LARGE" VOTE WILL TERMINATE AND ANY REMAINING CLASS B MEMBERSHIP WILL AUTOMATICALLY CONVERT TO CLASS A MEMBERSHIP, AND (III) THEREAFTER THE ASSOCIATION AND EACH OWNER IS WHOLLY AND SOLELY RESPONSIBLE FOR THE MANAGEMENT, MAINTENANCE AND OPERATION OF THE ASSOCIATION AND SUBDIVISION AS PROVIDED IN THE GOVERNING DOCUMENTS.

F. Section 11.12 of the Declaration is hereby deleted in its entirety and the following substituted in place thereof:

SECTION 11.12 Mandatory Dispute Resolution Procedures; Limitations.

11.12.1 "Dispute" or "Disputes" and "Disputing Parties" Defined:

Scope. "Dispute" or "Disputes" means any claim, demand, action or cause of action, and all rights or remedies regarding same, whether in contract or tort, statutory or common law, or legal or equitable, claimed or asserted by the Association, by the ACC, by any Member or Owner, or by their respective Related Parties (the "Disputing Party"), against or adverse to Declarant or to any Related Parties of Declarant regarding any aspect of (i) the design, construction, development, operation, maintenance, repair or management of the Subdivision, including any "Developmental Activities" as defined in Section 11.11, including all Community Properties, and including any matters pertaining to drainage within or from the Subdivision, (ii) the design, construction, sale, maintenance or repair of each Building Site, including the residence thereon and all appurtenances thereto, (iii) the establishment, operation or management of, and any acts or omissions of, the Association or the ACC, (iv) the construction, operation, application or enforcement of any provisions of, or otherwise arising out of or relating to, the Declaration and any other Governing Documents, or the breach thereof, and (v) all other matters relating directly or indirectly to any of the foregoing. Such terms do not include any matters covered by any written warranties of any Owner regarding the Owner's residence such as, for example, the limited warranty program sponsored by American Construction & Education Services, Inc. ("ACES") or substantial equivalent; provided, such terms shall include any disagreement, controversy or claim to the extent necessary to determine that a matter is covered by any such written warranty and/or any potential obligation or liability of Declarant or its Related Parties regarding same.

11.12.2 Presentment of Dispute Required. The Disputing Party must submit written notice to Declarant, in the manner required by the Declaration for giving of notice to Declarant and within the time as hereafter set forth, setting forth all Disputes, if any, claimed or asserted against or adverse to Declarant or any of its Related Parties (herein referred to as the "Dispute Notice"). The Dispute Notice must set forth each claim, demand, action and cause of action to be included in the Dispute, a reasonably detailed factual description thereof and all remedial action deemed necessary to remedy all Disputes, and a reasonably detailed description of the nature and extent of all claims for damages, if any. Upon request of Declarant, Declarant must also be provided with any evidence that depicts the nature and cause of the Dispute, the nature and extent of all remedial action deemed necessary to remedy the Dispute, and the nature and extent of all claims for damages, including expert reports, photographs and videotapes to the fullest extent the evidence would be discoverable under the Texas Rules of Civil Procedure. **ALL DISPUTES NOT SET FORTH IN THE DISPUTE NOTICE, IF ANY, ARE WAIVED.**

11.12.3 Settlement by Agreement. Declarant and the Disputing Party agree to use reasonable efforts to resolve all Disputes set forth in the Dispute Notice, in writing, within sixty days

after Declarant's receipt of the Dispute Notice. To that end Declarant may by written request require the Disputing Party to attend and participate in (i) one or more meetings at Declarant's office during the sixty day period in an effort to resolve all Disputes and/or (ii) an administrative conference between Declarant, the Disputing Party and a representative of the American Construction & Education Services, Inc. ("ACES") or the American Arbitration Association ("AAA"). In the case of an administrative conference, each party must submit a written proposal for resolution of all matters set forth in the Dispute Notice to the conference representative at least five days before the conference or as otherwise directed by the conference representative. The written proposals for resolution must be kept confidential by the representative.

11.12.4 Mediation. If all matters set forth in the Dispute Notice have not been settled by written agreement within the sixty-day period as provided in the immediately preceding Subsection, then Declarant by written request may require that all unresolved matters be submitted to non-binding mediation to be conducted, as Declarant elects, through the Harris County Dispute Resolution Center ("DRC"), ACES or AAA. The mediator will be appointed by the DRC, ACES or AAA, as the case may be, in accordance with applicable rules of the designated organization. The mediator must meet the requirement of Section 154.052 of the Texas Civil Practice and Remedies Code, and must have at least three years experience as a mediator, including construction/real estate development mediation experience. The mediation must be conducted within thirty days after appointment of the mediator. The mediation must be attended by a person or persons with authority and discretion to negotiate and settle all Disputes. The mediator shall determine the format and rules for the mediation; provided, the provisions of Sections 154.053, 154.071 and 154.073 of the Texas Civil Practice and Remedies Code regarding conduct of the mediator, effect of a written settlement agreement and confidentiality shall apply. Fees and expenses of the mediator shall be borne by the parties equally.

11.12.5 Binding Arbitration.

(a) If all Disputes have not been resolved by agreement of the parties or through mediation as above provided within one hundred twenty days after Declarant's receipt of the Dispute Notice, then Declarant may by written request, whether made before or after the institution of any legal action, require that all unresolved matters as set forth in the Dispute Notice be submitted to binding arbitration conducted in accordance with the Construction Industry Arbitration Rules (or substantial equivalent) of the American Arbitration Association ("AAA"). SUCH ARBITRATION WILL BE BINDING AND FINAL TO THE EXTENT ALLOWED BY LAW, AND THE ASSOCIATION, EACH MEMBER AND OWNER AND THEIR RESPECTIVE RELATED PARTIES HEREBY WAIVE THE RIGHT TO PURSUE ANY OTHER RESOLUTION OF A DISPUTE, INCLUDING A PROCEEDING IN ANY JUDICIAL FORUM.

(b) If necessary Declarant may compel submission of Disputes to binding arbitration and/or participation in such arbitration by an action in any court having jurisdiction. Judgment on any award or decision rendered by the arbitrator may be entered in and otherwise enforced by any court having jurisdiction.

(c) An arbitrator must be appointed who at a minimum meets the requirements for a mediator as above set forth (or substantial equivalent). An arbitrator will be appointed by agreement of the parties from a list of arbitrators qualified as aforesaid to be provided by AAA; or if the parties cannot agree within ten days after receipt of the list, then an arbitrator will be appointed by AAA in accordance with its rules for appointment from a roster.

(d) The arbitration proceedings must be conducted in Harris County, Texas. In rendering its award, the arbitrator must determine the rights and obligations of the parties according to the substantive and procedural laws of the State of Texas, and in accordance with applicable provisions of the Declaration and other Governing Documents and applicable AAA rules.

(e) Any provisional remedy that would be available from a court, including injunctive relief to maintain the status quo, shall be available from the arbitrator pending final determination of all Disputes.

(f) Declarant may make written request that arbitration proceedings under the Declaration be consolidated with arbitration proceedings pending between Declarant and other parties if the arbitration proceedings arise from the same transaction or relate to the same subject matter. Consolidation will be by an order of the arbitrator in any of the pending cases or, if the arbitrator fails to make such an order, Declarant may apply to any court of competent jurisdiction for such an order.

(g) Each party will bear the expense of its own counsel, experts, witnesses, and preparation and presentation of proofs, unless the arbitrator decides otherwise. The parties will bear the costs of arbitration equally, unless the arbitrator decides otherwise. To the extent permitted by applicable law, the arbitrator has the power to award recovery of all costs, expenses and fees (including pre-award expenses, witness fees, attorney's fees, administrative fees, and arbitrator's fees) to the prevailing party.

11.12.6 Declarant's Right of Inspection. At any time during the existence of any Dispute which has not been finally resolved in writing, whether during or after the Development Period, Declarant and its designated representatives may make such inspections and conduct such surveys, tests and examinations as reasonably necessary to fully determine or confirm to Declarant's satisfaction the nature, extent and possible cause of all Disputes, the nature and extent of repairs and other work involved and any other matters reasonably related to the Disputes.

11.12.7 MEMBERS' AND OWNERS' IRREVOCABLE POWER OF ATTORNEY. EACH MEMBER AND EACH OWNER, FOR THEMSELVES AND THEIR RELATED PARTIES, HEREBY IRREVOCABLY APPOINT THE BOARD OF DIRECTORS OF THE ASSOCIATION AS THEIR ATTORNEY-IN-FACT TO ACT IN THEIR PLACE AND STEAD REGARDING ALL PROVISIONS OF THIS SECTION 11.12 APPLICABLE TO THE ASSOCIATION, THE ACC AND THEIR RELATED PARTIES, AND ARE BOUND IN ALL RESPECTS AS TO ALL ACTIONS, OMISSIONS, AGREEMENTS AND DECISIONS OF THE

BOARD OF DIRECTORS RELATING THERETO AND THE RESULTS OF ANY BINDING ARBITRATION REGARDING SAME.

11.12.8 WHEN DISPUTE NOTICE MUST BE GIVEN; COMPLIANCE AS CONDITION PRECEDENT. ALL DISPUTES MUST BE PRESENTED BY SUBMISSION OF ONE OR MORE DISPUTE NOTICES TO DECLARANT AS ABOVE PROVIDED AS FOLLOWS:

(a) THE ASSOCIATION, THE ACC AND THEIR RELATED PARTIES MUST SUBMIT ALL DISPUTE NOTICES, IF ANY, NOT LATER THAN ONE HUNDRED FIFTY DAYS AFTER THE EARLIER TO OCCUR OF (i) ELECTION OF A BOARD OF DIRECTORS BY CLASS A MEMBERS, OR (ii) EXPIRATION OF THE SIXTY-DAY PERIOD FROM THE DATE OF THE NOTICE BY DECLARANT REQUESTING THAT OWNERS NOTICE AND CONDUCT THE FIRST MEETING OF CLASS A MEMBERS FOR ELECTION OF A BOARD AS PROVIDED IN SECTION 11.04.2, REGARDLESS OF IF OR WHEN THE BOARD IS ELECTED.

(b) EACH OWNER AND THE OWNER'S RELATED PARTIES MUST SUBMIT ALL DISPUTE NOTICES, IF ANY, NOT LATER THAN ONE HUNDRED FIFTY DAYS AFTER ANY APPLICABLE CAUSE OF ACTION ACCRUES, REGARDLESS OF WHETHER THE CAUSE OF ACTION ACCRUES DURING OR AFTER TERMINATION OF THE DEVELOPMENT PERIOD.

THE GIVING OF THE DISPUTE NOTICES AND SUBSTANTIAL COMPLIANCE WITH ALL OTHER APPLICABLE PROVISIONS OF THIS SECTION 11.12 ARE CONDITIONS PRECEDENT TO THE RIGHT TO BRING SUIT PERTAINING TO ANY DISPUTE.

11.12.9 Remedial Measures. At any time during the existence of any Dispute which has not ben finally resolved in writing, whether during or after the Development Period, Declarant may take all actions which in Declarant's sole opinion are necessary or appropriate to address, correct, cure or otherwise deal with the asserted Dispute. For such purposes Declarant may utilize any easements established by the Declaration, or by any Plat or otherwise, without the consent of or compensation of any kind to the Association, or any Owner, or any Related Parties of the foregoing, or any other Person. Except in case of an Emergency, Declarant shall give at least ten days written notice to any party which will be directly affected by activities undertaken by Declarant pursuant to the foregoing setting forth the general nature of activities to be undertaken. NO ACTION OR INACTION BY DECLARANT PURSUANT TO THE FOREGOING SHALL EVER BE DEEMED AN ADMISSION OF LIABILITY, ASSUMPTION OF RESPONSIBILITY OR ACKNOWLEDGMENT OF VALIDITY IN ANY RESPECT AS TO ANY DISPUTE.

11.12.10 TWO YEAR MAXIMUM LIMITATIONS PERIOD. IN ADDITION TO THE PROVISIONS OF SECTION 11.12.8 BUT OTHERWISE NOTWITHSTANDING ANY OTHER PROVISIONS OF THE DECLARATION OR ANY OTHER GOVERNING DOCUMENTS, ANY SUIT REGARDING ANY DISPUTE AND ANY MATTERS PERTAINING THERETO MUST BE FILED IN A COURT OF COMPETENT JURISDICTION NOT LATER THAN TWO YEARS AFTER THE CAUSE OF ACTION ACCRUED.

III.

Integration and Ratification

The foregoing amendments to the Declaration are deemed to be a part of and are to be interpreted in accordance with the Declaration. All provisions of the Declaration not so amended are hereby ratified and confirmed in each and every particular, and will continue in full force and effect pursuant to the terms of the Declaration.

IN WITNESS WHEREOF, Declarant has executed this First Amendment of Declaration of Covenants, Conditions, Restrictions and Easements for College Park on this 24 day of August, 2000.

5177 BUILDERS, LTD.
a Texas limited partnership
"Declarant"

By: LOVETT INTERESTS, INC.,
a Texas corporation,
its general partner

By:

Frank M. K. Liu, Pres.
FRANK M. K. LIU, President

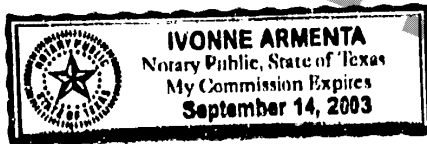
DECLARANT'S ACKNOWLEDGMENT

STATE OF TEXAS

§
§
§

COUNTY OF HARRIS

This instrument was acknowledged before me on the 24th day of August, 2000, by FRANK M. K. LIU, President of LOVETT INTERESTS, INC., a Texas corporation, on behalf of the corporation as general partner of 5177 BUILDERS, LTD., a Texas limited partnership, on behalf of the partnership.



Ivonne Armenta
NOTARY PUBLIC in and for the
STATE OF TEXAS

Name: Ivonne Armenta
My Commission Expires: 9-14-2003

RETURN TO:

Williams, Birnberg & Andersen, L.L.P.
Attn: Mr. Lou W. Burton
6671 Southwest Freeway, Suite 303
Houston, Texas 77074-2284

FAWPLWBWBA\LOV\CORP\DOCS\1AMEND-COLLEGE PARK.wpd

534-25-2552

FILED

2000 AUG 24 PM 1:08

Barry B. Hoffman
COUNTY CLERK
HARRIS COUNTY TEXAS

ANY PROVISION HEREIN WHICH RESTRICTS THE SALE, REUSE, 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
[blank] on the date and at the time stamped herein by me; and was
only RECORDED, in the Official Public Records of Real Property of
Harris County, Texas on

AUG 24 2000



Barry B. Hoffman
COUNTY CLERK
HARRIS COUNTY TEXAS