



**CERTIFICATE OF CORPORATE RESOLUTION ADOPTED
 BY UNANIMOUS WRITTEN CONSENT IN LIEU OF A MEETING
 OF THE BOARD OF DIRECTORS OF
 TIERRA HOMEOWNERS' ASSOCIATION, INC.**

Consent to Act


The undersigned, as members of the Board of Directors of Tierra Homeowners' Association, Inc., a Texas Non-Profit Corporation, being all of the present Directors of the corporation, individually and collectively consent hereby to take the following actions, to adopt the following resolutions, and to transact the following business of the corporation.

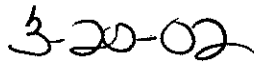
Architectural Control Guidelines

RESOLVED, THAT THE ATTACHED ARCHITECTURAL CONTROL GUIDELINES ARE ADOPTED.


We direct that this consent be filed with the minutes of the proceedings of the Board of Directors of the corporation.

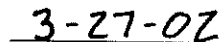
This consent is executed pursuant to Article 1396-9.10(A) of the Texas Non-Profit Corporation Act and the Bylaws of this corporation which authorize the taking of action by the Board of Directors by unanimous written consent is not restricted by the Articles of Incorporation of the corporation.






Date





Date





Date

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ARTICLE VII.

Architectural Approval

Section 1. Architectural Control Committee. As used in this Declaration, the term "Architectural Control Committee" or "ACC" shall mean a committee of three (3) members. The Board shall have the right to appoint all members of the Architectural Control Committee. Members of the Architectural Control Committee may, but need not be, Members of the Association. Members of the Architectural Control Committee may be removed at any time by the Board, and shall serve for such term as may be designated by the Board or until resignation or removal by the Board. Notwithstanding the foregoing, any removal by the Board of a member of the Architectural Control Committee must be approved in writing by the Declarant as long as Declarant owns one (1) or more Lots.

Section 2. Approval of Improvements Required. The approval of a majority of the members of the Architectural Control Committee shall be required for any Improvement to Property on any of the Properties before commencement of construction of such Improvement to Property, other than an Improvement to Property made by Declarant.

Section 3. Address of Committee. The address of the Architectural Control Committee shall be at the principal office of the Association.

Section 4. Submission of Plans. Before commencement of work to accomplish any proposed Improvement to the Property, or any modification to any existing Improvement, the Owner

proposing to make such Improvement (or modification to an existing Improvement) to the Property (the "Applicant") shall submit to the Architectural Control Committee at its offices, copies of such descriptions, surveys, plot plans, drainage plans, elevation drawings, construction plans, specifications, and samples of materials and colors as the Architectural Control Committee reasonably shall request, showing the nature, kind, shape, height, width, color, materials, and location of the proposed Improvement to Property, as may be more particularly described from time-to-time in any minimum construction standards and/or architectural guidelines adopted by the Architectural Control Committee (the "Architectural Guidelines"). The Architectural Control Committee may require submission of additional plans, specifications, or other information before approving or disapproving the proposed Improvement to Property. Until receipt by the Architectural Control Committee of all required materials in connection with the proposed Improvement to Property, the Architectural Control Committee may postpone review of any materials submitted for approval.

Section 5. Criteria for Approval. The Architectural Control Committee shall approve any proposed Improvement to Property only if it determines in its reasonable discretion that the Improvement to Property in the location indicated will not be detrimental to the appearance of the surrounding areas of the Properties as a whole; that the appearance of the proposed Improvement to Property will be in harmony with the surrounding areas of the Properties, including, without limitation, quality and color of materials and location with respect to topography and finished grade elevation; that the Improvement to Property will comply with the provisions of this Declaration and any applicable plat, ordinance, governmental rule, or regulation; that the Improvements to Property will not detract from the beauty, wholesomeness, and attractiveness of the Property or the enjoyment thereof by Owners; and that the upkeep and maintenance of the proposed Improvement to Property will not become a burden on the Association. The Architectural Control Committee is specifically granted the authority to disapprove proposed Improvements because of the unique characteristics or configuration of the Lot on which the proposed Improvement would otherwise be constructed, even though the same or a similar type of Improvement might or would be approved for construction on another Lot. The Architectural Control Committee may condition its approval of any proposed Improvement to Property upon the making of such changes thereto as the Architectural Control Committee may deem appropriate.

Section 6. Architectural Guidelines. The Architectural Control Committee from time to time may supplement or amend the Architectural Guidelines. The Architectural Guidelines serve as a guideline only and the Architectural Control Committee may impose other requirements in connection with its review of any proposed Improvements. If the Architectural Guidelines impose requirements that are more stringent than the provisions of this Declaration, the provisions of the Architectural Guidelines shall control.

Section 7. Decision of Committee. The decision of the Architectural Control Committee shall be made within forty-five (45) days after receipt by the Architectural Control Committee of all materials required by the Architectural Control Committee. The decision shall be in writing and, if the decision is not to approve a proposed Improvement to Property, the reasons therefor shall be

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stated. The decision of the Architectural Control Committee promptly shall be transmitted to the Applicant at the address furnished by the Applicant to the Architectural Control Committee. The Owner, however, is responsible under all circumstances to conform to the provisions of these restrictions in their entirety.

Section 8. Failure of Committee to Act on Plans. Any request for approval of a proposed Improvement to Property shall be deemed approved by the Architectural Control Committee, unless disapproval or a request for additional information or materials is transmitted to the Applicant by the Architectural Control Committee within forty-five (45) days after the date of receipt by the Architectural Control Committee of all required materials; provided, however, that no such deemed approval shall operate to permit any Owner to construct or maintain any Improvement to Property that violates any provision of this Declaration or the Architectural Guidelines. The Architectural Control Committee shall at all times retain the right to object to any Improvement to Property that violates any provision of this Declaration or the Architectural Guidelines.

Section 9. Prosecution of Work After Approval. After approval of any proposed Improvement to Property, the proposed Improvement to Property shall be accomplished as promptly and diligently as possible and in strict conformity with the description of the proposed Improvement to Property in the materials submitted to the Architectural Control Committee. Failure to complete the proposed Improvement to Property within nine (9) months after the date of approval or such other period of time as shall have been designated in writing by the Architectural Control Committee (unless an extension has been granted by the Architectural Control Committee in writing) or to complete the Improvement to Property in strict conformity with the description and materials furnished to the Architectural Control Committee, shall operate automatically to revoke the approval by the Architectural Control Committee of the proposed Improvement to Property. No Improvement to Property shall be deemed completed until the exterior fascia and trim on the structure have been applied and finished and all construction materials and debris have been cleaned up and removed from the site and all rooms in the Dwelling Unit, other than attics, have been finished. Removal of materials and debris shall not take in excess of thirty (30) days following completion of the exterior.

Section 10. Inspection of Work. The Architectural Control Committee or its duly authorized representative shall have the right, but not the obligation, to inspect any Improvement to Property before or after completion.

Section 11. Notice of Noncompliance. If, as a result of inspections or otherwise, the Architectural Control Committee finds that any Improvement to Property has been constructed or undertaken without obtaining the approval of the Architectural Control Committee, or has been completed other than in strict conformity with the description and materials furnished by the Owner to the Architectural Control Committee, or has not been completed within the required time period after the date of approval by the Architectural Control Committee, the Architectural Control Committee shall notify the Owner in writing of the noncompliance ("Notice of Noncompliance"). The Notice of Noncompliance shall specify the particulars of the noncompliance and shall require

the Owner to take such action as may be necessary to remedy or remove the noncompliance within the period of time set forth therein.

Section 12. Correction of Noncompliance. If the Architectural Control Committee finds that a noncompliance continues to exist after such time within which the Owner was to remedy the noncompliance as set forth in the Notice of Noncompliance, the Association may, at its option but with no obligation to do so, (a) record a Notice of Noncompliance against the Lot on which the noncompliance exists in the Office of the County Clerk of Harris County, Texas; (b) remove the noncomplying Improvement to Property; and/or (c) otherwise remedy the noncompliance (including, if applicable, completion of the Improvement in question), and, if the Board elects to take any action with respect to such violation, the Owner shall reimburse the Association upon demand for all expenses incurred therewith. If such expenses are not promptly repaid by the Owner to the Association, the Board may levy a Reimbursement Assessment for such costs and expenses against the Owner of the Lot in question. The permissive (but not mandatory) right of the Association to remedy or remove any noncompliance (it being understood that no Owner may require the Association to take such action) shall be in addition to all other rights and remedies that the Association may have at law, in equity, under this Declaration, or otherwise.

Section 13. No Implied Waiver or Estoppel. No action or failure to act by the Architectural Control Committee shall constitute a waiver or estoppel with respect to future action by the Architectural Control Committee or the Board of Directors, with respect to any Improvement to Property. Specifically, the approval by the Architectural Control Committee of any Improvement to Property shall not be deemed a waiver of any right or an estoppel against withholding approval or consent for any similar Improvement to Property or any similar proposals, plans, specifications, or other materials submitted with respect to any other Improvement to Property by such Person or otherwise.

Section 14. Power to Grant Variances. The Architectural Control Committee may authorize variances from compliance with any of the provisions of Article VIII of this Declaration (except for the provisions of Article VIII, Section 2 relating to single family residential construction and use, for which no variances may be granted by the ACC), including restrictions upon placement of structures, the time for completion of construction of any Improvement to Property, or similar restrictions, when circumstances such as topography, natural obstructions, hardship, aesthetic, environmental, or other relevant considerations may require. Such variances must be evidenced in writing and shall become effective when signed by at least a majority of the members of the Architectural Control Committee. If any such variance is granted, no violation of the provisions of this Declaration shall be deemed to have occurred with respect to the matter for which the variance was granted; provided, however, that the granting of a variance shall not operate to waive any of the provisions of this Declaration for any purpose except as to the particular property and particular provision hereof covered by the variance, nor shall the granting of any variance affect the jurisdiction of the Architectural Control Committee other than with respect to the subject matter of the variance, nor shall the granting of a variance affect in any way the Owner's obligation to comply with all

governmental laws and regulations affecting the Lot concerned. Any request for a variance which is not responded to within thirty (30) days of its receipt shall be deemed denied.

Section 15. Compensation of Architectural Control Committee. The members of the Architectural Control Committee shall be entitled to reimbursement by the Association for reasonable expenses incurred by them in the performance of their duties hereunder as the Board from time to time may authorize or approve.

Section 16. Delegation of Authority. It is understood that the Architectural Control Committee may delegate all or part of its authority hereunder to review the documents submitted to it and that the Architectural Control Committee may retain the services of architects, engineers and others (and Owners shall pay all fees) from time to time for the purpose of reviewing such documents and making recommendations as to approval, disapproval or modification thereof.

Section 17. Authority to Charge Fees. The Architectural Control Committee may charge and collect a reasonable fee for processing an application submitted to the Architectural Control Committee for approval. Such charges shall be payable at the time and place and in the manner prescribed by the Architectural Control Committee. The Architectural Control Committee also may charge and collect such other fees or deposits as are reasonable and necessary. All fees and deposits are subject to change by the Architectural Control Committee without prior notice.

Section 18. Non-liability for Architectural Control Committee Action. None of the members of the Architectural Control Committee, the Association, any member of the Board of Directors, or Declarant shall be liable for any loss, damage, or injury arising out of or in any way connected with the performance of the duties of the Architectural Control Committee. In reviewing any matter, the Architectural Control Committee shall not be responsible for reviewing, nor shall its approval of an Improvement to Property be deemed approval of the Improvement to Property from the standpoint of safety, whether structural or otherwise, or conformance with building codes, or other governmental laws or regulations. Furthermore, none of the members of the Architectural Control Committee, any member of the Board of Directors, or Declarant shall be personally liable for debts contracted for or otherwise incurred by the Association or for any torts committed by or on behalf of the Association, or for a tort of another of such individuals, whether such other individuals were acting on behalf of the Association, the Architectural Control Committee, the Board of Directors, or otherwise. Finally, neither Declarant, the Association, the Board, the Architectural Control Committee, or their officers, agents, members, or employees shall be liable for any incidental or consequential damages for failure to inspect any premises, Improvements, or portion thereof, or for failure to repair or maintain the same.

Section 19. Construction Period Exception. During the course of actual construction of any permitted structure or Improvement to Property, and provided construction is proceeding with due diligence, the Architectural Control Committee may temporarily suspend certain provisions of this Declaration as to the Lot upon which the construction is taking place to the extent necessary to permit such construction; provided, however, that during the course of any such construction,

nothing shall be done that will result in a violation of any of the provisions of this Declaration upon completion of construction or that will constitute a nuisance or unreasonable interference with the use and enjoyment of other property within the Properties.

ARTICLE VIII.

Architectural Restrictions

Section 1. Dwelling Unit Size. Each one story Dwelling Unit constructed on a Lot shall contain a minimum of 800 square feet of living area (exclusive of porches and garages), and each multi-story Dwelling Unit constructed on a Lot shall have a minimum of 1000 square feet of living area (exclusively of porches and garages) with at least 400 square feet of living area on the ground floor.

Section 2. Height and Character of Dwelling Unit. No Dwelling Unit shall be erected, altered, or permitted to remain on any Lot other than one Dwelling Unit used for single family residential purposes only, not to exceed two (2) stories in height, and a fully enclosed garage as provided in Section 7.

Section 3. Location of Dwelling Unit. Except as may be authorized in writing by the Architectural Control Committee, no Dwelling Unit or Improvement shall be located nearer to the front Lot line nor nearer to any rear Lot line than as permitted by the recorded Plat of the Properties. To provide for uniformity and property utilization of the building area within the Lots, Dwelling Units, or appurtenant structures on a Lot shall not be less than ten (10) feet from the Dwelling Unit or appurtenant structure on any contiguous Lot(s).

Section 4. Exterior Walls. No Dwelling Unit shall have exterior wall construction which is other than what is required in the Architectural Guidelines. Any construction materials used other than brick or masonry concrete must have Architectural Control Committee approval.

Section 5. Use of Temporary Structures. No structure of a temporary character, whether trailer, basement, tent, shack, garage, barn, or other outbuilding shall be maintained or used on any Lot at any time as a Dwelling Unit, or for any other purpose, either temporarily or permanently; provided, however, that Declarant reserves the exclusive right to erect, place, and maintain such facilities in or upon any portion of the Property as in its sole discretion may seem necessary or convenient while selling Lots, selling or constructing Dwelling Units, or constructing other Improvements within the Property. The right to use temporary structures in connection with the construction of Improvements may be assigned from time-to-time, in whole or in part, by Declarant to Builders. All permitted temporary structures shall be reasonably maintained at all times.

Section 6. Drainage. No Owner of a Lot shall be permitted to construct Improvements on such Lot or grade such Lot or permit such Lot to remain in or be placed in such condition that surface water on such Lot drains to any other Lot or the Common Area.

Section 7. Carports/Garages. No carports shall be constructed on any Lot. All garages shall be: (a) fully operable; (b) capable of housing at least one (1), but not more than three (3) automobiles; and, (c) enclosed by fully functional and operational garage doors which must be kept in the closed position when the garage is not being used by the Owner or occupant. The garage portion of any model home may be used by Builders for sales purposes, storage purposes, and other related purposes. Upon (or before) the sale of any such model home to the first purchaser thereof, the garage portion of the model home shall be converted by the Declarant to a fully enclosed garage capable of housing not less than one (1) or more than three (3), automobiles, with fully functional and operational garage doors.

Section 8. Roofs. Unless otherwise approved, the roof of all buildings on the Lot shall be covered with composition shingles with a life of twenty (20) years or better, or comparable to minimum specifications as defined by the Federal Housing Authority. The color of any composition shingles shall be subject to written approval by the Architectural Control Committee prior to installation. Any other type roofing material may be used only if approved in writing prior to installation.

Section 9. Grass, Shrubbery and Landscaping. The Owner of each Lot with a Dwelling Unit thereon shall solid sod with grass the area between the Dwelling Unit and the curb line(s) of the abutting street(s). All grass, plants, and shrubs shall be maintained by the Owner of the Lot. The grass, plants, shrubs and trees shall be of a type and within standards approved by the Architectural Control Committee. The landscaping requirements of the Architectural Control Committee may be revised from time-to-time.

Section 10. Satellite Dishes and Antennas.

(a) Antenna or Satellite Dish in Excess of One Meter (39 inches). No antenna or satellite dish which exceeds one meter (39 inches) in diameter is permitted on any Lot.

(b) Antenna or Satellite Dish of One Meter (39 inches) or Less, and Other Antennas and Related Masts. An antenna or satellite dish of one meter (39 inches) or less, and other antennas and related masts are permitted to be placed on a Lot provided any such item must comply with all of the below set forth minimum conditions. Further, the Association must receive written notification at its then current address from the Owner of the applicable Lot, on or before the installation of any antenna, satellite dish and related mast provided for in this Section 12(b). Such notification must include the type and color of antenna, satellite dish, and any related mast to be installed, and the method, manner, and site of installation. The site must be shown in a plot plan.

If the Owner of a Lot proposes to install an antenna, satellite dish and any related mast provided for in this Section 12(b) in any manner whatsoever which does not strictly comply with the below set forth minimum conditions, such Owner must submit an application to the Architectural Control Committee and obtain the written approval of the Architectural Control Committee prior to commencing such installation. In connection with the Architectural Control Committee's decision,

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the Architectural Control Committee shall consider such factors as it deems appropriate, in its reasonable discretion. The application to the Architectural Control Committee must be made on a form approved by the Architectural Control Committee and contain such information as may be required by the Architectural Control Committee, including a statement which specifically describes the manner in which it is proposed that such antenna, satellite dish and related mast will vary from such minimum conditions. The Architectural Control Committee shall endeavor to make its decision regarding the proposed antenna, satellite dish and any related mast on an expedited basis within seven (7) days after receipt by the Architectural Control Committee of the completed application and all information required therein. The granting of a variance from such minimum conditions shall in no way affect the Owner's obligation to comply with all governmental laws and regulations and other regulations affecting the Lot concerned.

(c) Minimum Conditions. In addition to the foregoing requirements, no antenna, satellite dish, or any related mast shall be erected, constructed, placed, or permitted to remain on any Lot unless such installation strictly complies with the following minimum conditions (however, each minimum condition shall not apply if it unreasonably delays installation of the applicable antennae, satellite dish, and any related mast, or unreasonably increases the cost of such items or their installation, or precludes reception of an acceptable quality signal):

(i) The antenna, satellite dish and any mast must be located to the rear one-half (½) of the Lot and must serve only improvements on the particular Lot in which it is located.

(ii) To the extent feasible, the antenna, satellite dish and any mast, including its base and anchoring structure, shall not extend above the roofline of the house located on the Lot and shall not be visible from the frontage street or any adjoining street.

(iii) To the extent feasible, no antenna, satellite dish or mast shall be constructed or placed or permitted to remain on any utility easement or other easement or right-of-way located on any Lot.

(iv) The antenna, satellite dish and any mast must be securely mounted to a base, so as to be able to withstand the effects of high winds or other extraordinary weather conditions; however, no guy wires or similar mounting apparatus will be allowed.

(v) No advertising slogans, logos, banners, signs or any other printing or illustration whatsoever shall be permitted upon or be attached to the antenna, satellite dish or mast.

(vi) No satellite dish or antenna shall ever be used for the transmission of any signal whatsoever and said antenna or satellite dish shall be for the purpose of receiving only normal signals through airwaves for television viewing purposes only.

(vii) No antenna or satellite dish shall be permitted to cause any distortion or interference whatsoever with respect to any other electronic device in the Subdivision.

(viii) The antenna, satellite dish and any mast shall be one solid color only, either white or black or shades of either brown, gray or tan.

(ix) Each Lot shall be permitted to have no more than one antenna or satellite dish and any related mast, as applicable, for each category of the following categories of video programming providers, to-wit: direct broadcast satellites, multi-channel multi-point distribution (wireless cable) providers, and television broadcast stations.

(x) Any antenna, satellite dish, or related mast installed hereunder shall be installed in a manner that complies with all applicable laws and regulations and manufacturer's instructions.

(xi) If any provision of the guidelines in this Section 12 is ruled invalid, the remainder of such guidelines shall remain in full force and effect.

Section 11. Flagpoles. No free standing flagpole shall be permanently erected on any Lot. A temporary flagpole approved by the Architectural Control Committee may be erected on a Lot with a model home until such time that the Lot on which the model home is situated is sold.

Section 12. Exterior Lighting. All exterior lighting must first be approved by the Architectural Control Committee. No exterior lighting may shed light onto other Properties or into residential dwellings in such a manner that creates a nuisance.

Section 13. Sound Devices. No external horns, whistles, bells, or other sound devices, except for security systems used exclusively to protect the Dwelling Unit, shall be placed or used on any Lot or Improvements. This paragraph shall not preclude the use of outdoor speakers for hi-fis, stereos, or radios if the sound level is maintained at a reasonably low level with respect to adjoining property.

Section 14. Window Treatment. No window in any Dwelling Unit or other Improvement that is visible from any other Lot or a street may be covered with any aluminum foil or other reflective material. Window coverings must be compatible with the design of the Dwelling Unit and the overall appearance of the Properties and from the exterior must be neutral or white if visible from the street. The Architectural Control Committee shall have the sole authority to determine whether particular window coverings are compatible with the design and color of the Dwelling Unit and the overall appearance of the Properties. Permanent window coverings must be installed within ninety (90) days of a conveyance of a Dwelling Unit from a Builder or Declarant to a homeowner.

Section 15. Air Conditioners. No window, roof or wall-type air conditioner that is visible from any street or any other Lot, shall be used, placed or maintained on or in any Dwelling Unit, garage or other Improvement.

Section 16. Tents, Mobile Homes and Temporary Structures. Except as may be permitted by the Architectural Control Committee during initial construction within the Properties, no tent, shack, mobile home, or other structure of a temporary nature shall be placed upon a Lot or any part of the Properties. The foregoing prohibition shall not apply to restrict the construction or installation of a single utility or similar outbuilding to be permanently located on a Lot, provided it receives the prior approval of the Architectural Control Committee, as appropriate, in accordance with Article VII hereof. All permitted structures shall be properly maintained at all times and positioned on the Lot so as to not be visible from the fronting street and/or side street in the event of a corner lot. Additionally, all permitted structures shall be limited to a maximum height of eight (8') feet at the highest point of said roof, and shall be no more than one hundred twenty square feet (120') of floor space. Materials, color and design of all permitted structures must be the same as the primary dwelling. In addition, party tents or similar temporary structures may be erected for a limited period of time for special events with prior written approval of the Board.

Section 17. Drainage and Septic Systems. Catch basins and drainage areas are for the purposes of natural flow of water only. No obstructions or debris shall be placed in these areas. Provided, however, the Association hereby reserves for itself and the Association a perpetual easement across the Properties for the purpose of altering drainage and water flow. No Owner or occupant shall dump grass clippings, leaves or other debris, petroleum products, fertilizers or other potentially hazardous or toxic substances, in any drainage ditch, storm sewer, sanitary sewer, stream, or pond within the Properties.

Section 18. Sight Distance at Intersections. All property located at street intersections shall be landscaped so as to permit safe sight across the street corners. No fence, wall, hedge, or shrub planting shall be placed or permitted to remain where it would create a traffic or sight problem.

Section 19. Artificial Vegetation, Exterior Sculpture and Similar Items. No artificial vegetation, permanent flagpoles or temporary flagpoles shall be permitted on the exterior of any portion of the Properties. No exterior sculpture, fountains, flags and temporary flagpoles, birdhouses, birdbaths, other decorative embellishments or similar items shall be permitted unless approved in accordance with Article VII of this Declaration. No such decorative embellishment or similar items shall be permitted on the front portion of any Lot or yard. However, notwithstanding the foregoing, flags mounted on the front of the primary dwelling with a bracket shall be allowed for one (1) week before a nationally recognized holiday and one (1) week after such holiday only.

Section 20. Playground. No jungle gyms, swing sets or similar playground equipment shall be erected or installed on any Lot without prior written approval of the Architectural Control Committee in accordance with Article VII hereof. These items shall be positioned on the Lot so as not to be visible from any street. Any playground or other play areas or equipment furnished by the

Association or erected within the Properties shall be used at the risk of the user, and the Association shall not be held liable to any Person for any claim, damage, or injury occurring thereon or related to use thereof. These items must be placed on the rear of the Lot no closer to the side within rear lot lines than ten feet (10').

Section 21. Walls, Fences and Hedges. No hedge in excess of three feet (3') in height, shall be erected or maintained nearer to the front Lot line than the building set-back line adjacent to the walls of the dwelling existing on such Lot. No side or rear fence or wall shall be more than eight feet (8') nor less than four (4') in height. All fences and walls shall be constructed as described in the Architectural Guidelines or as described by the Architectural Control Committee. Unless approved by the Architectural Control Committee, no chain link, chicken wire, or other wire fence will be permitted on any Lot. No fence or wall shall be erected on any Lot nearer to the Street than the building setback lines as shown on the Plat and no fence shall be built inside or outside or along the side of the perimeter fencing owned and maintained by the Association and referred to in Article XI, Section 5 hereof. The Architectural Control Committee has the right to deviate its approval for the style and materials to be used based on the location within the Properties. It is the intent to maintain visual continuity especially along entryways and/or main thoroughfares and/or adjacent to common area properties. Title to any wall, fence, or hedge shall pass ownership with title to the Lot and it shall be the Owner's responsibility to maintain said wall, fence or hedge thereafter in the manner prescribed by the Association.

Notwithstanding anything to the contrary in this Section, this Section shall not apply to any perimeter fencing owned by the Association and located in the 5' non-exclusive easement strip as reserved to the Declarant and/or the Association in Article XI, Section 5 hereof.

Section 22. Exterior Paint. The exterior surfaces of buildings (including doors), fences or walls located in the Properties shall not be painted or stained unless the Architectural Control Committee gives its prior written approval of the color of paint or stain to be used; even when repainting with the existing color. The purpose of this covenant is to maintain harmony of the exterior paint colors of the buildings throughout the Properties. Iridescent colors or tones considered to be brilliant are not permitted. Any perimeter fence or wall shall be maintained in its natural state, unless such perimeter wall or fence is the obligation of the Association, in which instance the Association shall determine the exterior color of such wall or fence.

ARTICLE IX.

Use Restrictions

Section 1. General. The Properties shall be used only for residential, recreational, and related purposes (which may include, without limitation, offices for any property manager retained by Declarant or the Association). Any Supplemental Declaration imposed on the Properties may impose stricter standards than those contained in this Article. The Association, acting through its Board of Directors, shall have standing and the power to enforce such standards.

Section 2. Single Family Residential Use. Each Owner shall use his Lot and the Dwelling Unit on his Lot, if any, for single family residential purposes only. As used herein, the term "single family residential purposes" shall be deemed to specifically prohibit, by way of illustration but without limitation, the use of any Lot for a duplex apartment, a garage apartment or any other apartment or for any multifamily use or for any business, educational, church, professional or other commercial activity of any type, except that an Owner may use his Dwelling Unit as a personal office for a profession or occupation, provided: (a) the public is not invited, permitted, or allowed to enter the Dwelling Unit or any structure or Improvement upon such Lot and conduct business therein; (b) no signs advertising such profession or business are permitted; (c) no on-site employees are permitted; (d) no offensive activity or condition, noise, odor, or traffic (vehicular or pedestrian) is generated and (e) such use in all respects complies with the laws of the State of Texas, any applicable ordinances, and the laws, rules, and regulations of any regulatory body or governmental agency having authority and jurisdiction over such matters. The term "single family residential purposes" shall also be defined as: (a) one or more persons related by blood, marriage or adoption, which may include only parents, their children (including foster children and wards), their dependent brothers and sisters, their grandparents and domestic servants; and (b) no more than two unrelated persons living together as a single housekeeping unit and their children (including foster children and wards), their dependent brothers or sisters, their grandparents and their domestic servants.

Section 3. Occupants Bound. All provisions of the Declaration, By-Laws and of any Rules and Regulations or use restrictions promulgated pursuant thereto which govern the conduct of Owners shall also apply to all occupants, guests and invitees of any Lot. Every Owner shall cause all occupants of his or her Lot to comply with the Declaration, By-Laws, and the Rules and Regulations adopted pursuant thereto, and shall be responsible for all violations and losses to the Common Areas caused by such occupants, notwithstanding the fact that such occupants of a Lot are fully liable and may be sanctioned for any violation of the Declaration, By-Laws, and Rules and Regulations adopted pursuant thereto.

Section 4. Quiet Enjoyment. No portion of the Properties shall be used, in whole or in part, for the storage of any property or thing that will cause it to appear to be in an unclean or untidy condition or that will be obnoxious to the eye; nor shall any structure, thing, or material be kept upon any portion of the Properties that will emit foul or obnoxious odors or that will cause any noise or other condition that will or might disturb the peace, quiet, safety, comfort, or serenity of the occupants of surrounding property. No noxious, illegal, or offensive activity shall be carried on upon any portion of the Properties, nor shall anything be done thereon tending to cause embarrassment, discomfort, annoyance, or nuisance to any person using any portion of the Properties. There shall not be maintained any plants or animals or device or thing of any sort whose activities or existence in any way is noxious, dangerous, unsightly, unpleasant, or of a nature as may diminish or destroy the enjoyment of the Properties. No outside burning of wood, leaves, trash, garbage or household refuse shall be permitted within the Properties. No speaker, horn, whistle, bell or other sound device, except alarm devices used exclusively for security purposes, shall be installed or operated on any Lot. The use and discharge of firecrackers and other fireworks is prohibited within the Properties.

Section 5. Business Use. No garage sales, moving sales, rummage sales or similar activity (provided, however, an Owner of a Lot may have one total of the following types of sales: (i) garage, (ii) moving, (iii) rummage, of no more than one (1) full weekend during each one (1) year period of ownership) and no trade or business may be conducted in or from any Lot, except that an Owner or occupant residing in a Lot may conduct business activities within the Lot so long as: (a) the existence or operation of the business activity is not apparent or detectable by sight, sound or smell from outside the Lot; (b) the business activity conforms to all zoning requirements for the Properties; (c) the business activity does not involve persons coming onto the Properties who do not reside in the Properties or door-to-door solicitation of residents of the Properties; and (d) the business activity is consistent with the residential character of the Properties and does not constitute a nuisance, or a hazardous or offensive use, or threaten the security or safety of other residents of the Properties, as may be determined in the sole discretion of the Board.

Section 6. Definition of "Business" and "Trade". The terms "business" and "trade", as used herein, shall be construed to have their ordinary, generally accepted meanings, and shall include, without limitation, any occupation, work or activity undertaken on an ongoing basis which involves the provision of goods or services to persons other than the provider's family and for which the provider receives a fee, compensation, or other form of consideration, regardless of whether: (i) such activity is engaged in full or part-time; (ii) such activity is intended to or does generate a profit; or (iii) a license is required therefor. Notwithstanding the above, the leasing of a Lot pursuant to Section 8 of this Article IX shall not be considered a trade or business within the meaning of this Section. The definition of "business" and "trade" shall not apply to any activity conducted by Declarant with respect to its development and sale of any and all Lots and Dwelling Units located thereon.

Section 7. Unightly or Unkempt Conditions. It shall be the responsibility of each Owner to prevent the development of any unclean, unhealthy, unsightly, or unkempt condition on his or her Lot. The pursuit of hobbies or other activities, including specifically, without limiting the generality of the foregoing, the assembly and disassembly of motor vehicles and other mechanical devices, which might tend to cause disorderly, unsightly, or unkempt conditions, shall not be pursued or undertaken on any part of the Properties. Notwithstanding the above, the disassembly and assembly of motor vehicles to perform repair work shall be permitted provided such activities are not conducted on a regular or frequent basis, and are either conducted entirely within an enclosed garage or, if conducted outside, are begun and completed within twelve (12) hours.

Section 8. Leasing of Lots.

(i) Definition. "Leasing", for purposes of this Declaration, is defined as regular, exclusive occupancy of a Lot by any person or persons other than the Owner for which the Owner received any consideration or benefit, including, but not limited to a fee, service, gratuity, or emolument.

(ii) Leasing Provisions. Lots may only be leased for single family residential purposes as defined in this Declaration. No Owner shall be permitted to lease his Lot for hotel or transient purposes, which for purposes of this Section is defined as a period of less than thirty (30) days. No Owner shall be permitted to lease less than the entire Lot. Every such lease shall be in writing. Every such lease shall provide that the tenant shall be bound by and subject to all of the obligations of the Owner under this Declaration. The Owner making such lease shall not be relieved from any of such obligations. Upon the execution of a lease agreement, the Owner shall notify the Association in writing of the Owner's designated address and the name of Owner's lessee. No lessee shall be entitled to use the recreational facilities or Common Area of the Association until the information specified in this Section is provided to the Association in writing and the Owner further notifies the Association in writing that the Lessee has been granted the authority to use the recreational facilities and Common Area of the Association by such Owner. The use of the Common Areas and/or recreational facilities is limited to the benefit of one (1) family per Dwelling Unit and the granting of such rights to a tenant excludes the right of the Owner during such period.

Section 9. Compliance with Declaration, By-Laws and Rules and Regulations. Every Owner shall cause all occupants of his or her Lot to comply with the Declaration, By-Laws, and the Rules and Regulations adopted pursuant thereto, and shall be responsible for all violations and losses to the Common Areas caused by such occupants, notwithstanding the fact that such occupants of a Lot are fully liable and may be sanctioned for any violation of the Declaration, By-Laws, and Rules and Regulations adopted pursuant thereto.

Section 10. Laws and Ordinances. Every Owner and occupant of any Lot, their guests and invitees, shall comply with all laws, statutes, ordinances and rules of federal, state and municipal governments applicable to the Properties and any violation thereof may be considered a violation of this Declaration; provided, the Board shall have no obligation to take action to enforce such laws, statutes, ordinances and rules.

Section 11. Subdivision of Lots. Declarant hereby expressly reserves the right to replat any Lot or Lots owned by Declarant in accordance with all applicable subdivision and zoning regulations.

Section 12. Parking and Prohibited Vehicles. No motor vehicles or non-motorized vehicle, boat, trailer, marine craft, recreational vehicle, camper rig off of truck, hovercraft, aircraft, machinery, or equipment of any kind may be parked or stored on any part of any Lot, easement, or right-of-way, unless such vehicle or object is completely concealed from public view inside a garage or enclosure approved by the Architectural Control Committee. Passenger automobiles, passenger vans, motorcycles, or pick-up trucks that: (a) are in operating condition; (b) have current license plates and inspection stickers; (c) are in daily use as motor vehicles on the streets and highways of the State of Texas; and (d) which do not exceed six feet six inches (6'6") in height, or eight feet (8') in width, or twenty-four feet (24') in length, may be parked in the driveway on a Lot, however, no vehicle shall be parked so as to obstruct or block a sidewalk, if any, and no vehicle shall be parked upon any portion of the grassed areas or yard. No vehicle may be repaired on a Lot unless the vehicle

being repaired is concealed from view inside a garage or other approved enclosure. This restriction shall not apply to any vehicle, machinery, or equipment temporarily parked and in use for the construction, repair or maintenance of a house or houses in the immediate vicinity; provided, however, Owners or occupants of Lots may seek a temporary variance from this restriction for their guests; however, any such request for a variance must receive the prior approval of the Board of Directors of the Association. The Board of Directors of the Association may adopt additional Rules and Regulations regulating parking on the streets in the Properties.

Section 13. No Hazardous Activities. No activity shall be conducted on and no Improvements shall be constructed on any property within the Properties that is or might be unsafe or hazardous to any person or property. Without limiting the generality of the foregoing, no firearms shall be discharged upon any property and no open fires shall be lighted or permitted on any property except in a contained barbecue unit while attended and in use for cooking purposes or within a safe and well-designed interior or exterior fireplace.

Section 14. On-Site Fuel Storage. No on-site storage of gasoline, heating or other fuels shall be permitted on any part of the Properties except that up to five (5) gallons of fuel may be stored on each Lot for emergency purposes and operation of lawn mowers and similar tools of equipment, and the Association shall be permitted to store fuel for operation of maintenance vehicles, generators and similar equipment.

Section 15. Removal of Trash and Debris During Construction. During the construction, repair, and restoration or remodeling of Improvements, each Owner shall remove and haul (or cause to be removed and hauled) from the Lot all tree stumps, tree limbs, branches, underbrush, and all other trash or rubbish cleared from the Lot to permit construction of the Improvements, including landscaping. No burning of trash or other debris is permitted on any Lot, and no materials or trash hauled away from any Lot may be placed elsewhere within the Properties, unless approved in writing by the Architectural Control Committee. Additionally, each Owner, during construction or remodeling of the Improvements, shall continuously keep (or cause to be kept) the Lot in a reasonably clean and organized condition, papers, rubbish, trash, scrap, and unusable building materials are to be kept, picked up, and hauled from the Lot on a regular basis. Other useable building materials are to be kept stacked and organized in a reasonable manner. No trash, materials, or dirt shall be placed in the street. Any such trash, materials, or dirt inadvertently spilling or getting into the street or street gutter shall be removed, without delay. Notwithstanding the above, during the initial construction of Dwelling Units, Declarant and Builder shall only be required to use reasonable efforts to comply with this section. For purposes of this section, "reasonable efforts" shall mean the typical practice during construction of homebuilding companies in the general area for similarly priced houses.

Section 16. Lighting. Except for traditional holiday decorative lights, which may be displayed for one (1) month prior to and one (1) month after any commonly recognized holiday for which such lights are traditionally displayed, all exterior lights must be approved in accordance with Article VII of this Declaration.

Section 17. Excavation and Tree Removal. The digging of dirt or the removal of any dirt from any Lot is expressly prohibited except as may be necessary in conjunction with the landscaping of or construction on such Lot. No trees shall be cut or removed except to provide room for construction of Improvements or to remove dead or unsightly trees; provided, however, that removal of any tree in excess of a four inch (4") caliper requires the approval of the Architectural Control Committee and the replacement, one for one, of such tree with a tree of equal or greater caliper. Any void, depression or hole created by the removal of dirt or a tree must be filled in accordance with the requirements of the Architectural Control Committee.

Section 18. Damage or Destruction of Improvements. Owners are bound and obligated through the purchase of a Lot to maintain the Lot and all Improvements thereon in a neat and habitable manner. In the event of damage to any Improvement, the Owner shall have the shorter of the period permitted by applicable laws or sixty (60) days to begin repairing or demolishing the destroyed or damaged portion, and, once timely commenced, such repairs or demolition must be pursued diligently to completion. If, however, damage to the Improvements is not covered by insurance, or if the Owner's claim is not approved by the Owner's insurance company, or if the Owner decides not to restore the Improvements at such time, then the Owner may apply for a "hardship" extension to the operation of this restriction to be submitted to the Board within sixty (60) days from the date of such destruction or damage. The Board shall rule on the Owner's application for a "hardship" extension within thirty (30) days from the date of submission. In no event shall the granting of a "hardship" extension in a particular case be deemed a waiver of the right to enforce this restriction thereafter. If a hardship extension is granted, the Owner thereafter immediately shall cause the damaged or destroyed Improvement to be demolished and the Lot to be suitably landscaped, subject to the approval of the Architectural Control Committee, so as to present a pleasing and attractive appearance. Such Lot will be properly mowed, cleaned and maintained after the removal of such Improvement.

Section 19. Restrictions on Garbage and Trash. No refuse, garbage, trash, lumber, grass, shrub or tree clippings, plant waste, compost, metal, bulk materials, scrap, refuse, or debris of any kind shall be kept, stored, or allowed to accumulate on any Lot except within an enclosed container of a type, size and style approved by the Board and appropriately screened from view, except that any such container may be placed in a designated area for garbage or trash pickup no earlier than six o'clock p.m. on the day preceding trash pickup of such garbage and trash and shall be returned to an enclosed structure or an area appropriately screened from view no later than midnight of the day of pickup of such garbage or trash.

Section 20. Clothes Drying. No outside clothesline or other outside facilities for drying or airing clothes shall be erected, placed or maintained on any Lot if visible from any other Lot, nor shall clothing or household fabric or any other article be hung, dried or aired on any Lot in such a way as to be visible from other Lots/streets or the Common Area.

Section 21. Animals. No animals of any kind shall be raised, bred, or kept on any Lot except as hereinafter provided. A total of two (2) dogs, cats, or other typical household pets may be kept

on a Lot (except for fish of a type customarily kept within normal home aquariums, with respect to which there shall be no limitation on amount) provided that: (a) they are not kept, bred, or maintained for commercial purposes; (b) they do not make objectionable noises, create any objectionable odor, or otherwise constitute an unreasonable nuisance to other Owners; (c) they are kept within the Dwelling Unit, an enclosed yard on the Lot occupied by the Owner of such pets, or on a leash being held by a Person capable of controlling the animal; and (d) they are not in violation of any other provision of this Declaration and such limitations as may be set forth in the Rules and Regulations. A "reasonable number" as used in this Section ordinarily shall mean no more than two (2) pets per Dwelling Unit; provided, however, that the Board (or such other Person as the Board from time to time may designate) from time to time may determine that a reasonable number in any instance may be more or less than two (2). The Association, acting through the Board, shall have the right to prohibit maintenance of any animal that, in the sole opinion of the Board, is not being maintained in accordance with the foregoing restrictions. Each Owner, tenant, or guest of an Owner shall have the absolute duty and responsibility to clean up after such animals to the extent they have used any portion of the Lot of another Owner or Common Area.

Section 22. Signs and Billboards. No signs, billboards, posters or advertising devices of any character shall be erected, permitted or maintained on any Lot except one (1) sign of not more than five (5) square feet which is used to: (a) advertise the property for sale or lease; (b) identify the builder or contractor while construction is in progress on such Lot; or (c) promote a political candidate, party or issue for a two (2) week period starting no earlier than two (2) weeks prior to the date of the election or referendum and which must be removed no later than the day after the date of the election or referendum. Additionally, the right is reserved by Declarant (and any Builder, with Declarant's prior consent) to construct and maintain signs, billboards, and advertising devices as is customary in connection with the sale of newly constructed Dwelling Units. Declarant and the Association shall also have the right to erect identifying signs at each entrance to the Properties. In no event shall any sign, billboard, poster or advertising device of any character, other than as specifically prescribed in the first sentence of this Section be erected, permitted or maintained on any Lot without the express prior written consent of the Architectural Control Committee. The Association shall have the right to enter any Lot and remove any sign, Billboard, poster or advertising device which is not permitted by this Section and in so doing will not be subject to any liability for trespassing or other tort in connection therewith or arising from such removal.

Section 23. Oil and Mining Operations. No oil drilling, oil development operations, oil refining, quarrying or mining operations of any kind shall be permitted upon or in any Lot, nor shall any walls, tanks, tunnels, mineral excavations or shafts be permitted upon or in any Lot. No derrick or other structures designed for use in boring for oil or natural gas shall be erected, maintained or permitted upon any Lot.

Section 24. Treatment Facilities. No Lot shall be used for the operation of a boarding or rooming house, a Dwelling Unit for transients, a "group home", "family home", "community home", "half-way house", day-care center, rehabilitation center, treatment facility, or Dwelling Unit of unrelated individuals who are engaging in, undertaking, or participating in any group living,

SD
17
K

Special Warranty Deed

Date: October 15th, 2003

X131458
10/23/03 300284392

\$17.00

Grantor: Beazer Homes Texas, L.P., a Delaware limited partnership

Grantor's Mailing Address: 10235 W. Little York, Suite 240
Houston, Texas 77040

Grantee: Tierra Homeowners Association, Inc. 1el

Grantee's Mailing Address: c/o Principal Management
Attention: Vicki Ward
4635 Southwest Frwy., Ste. 425
Houston, Texas 77027

Consideration: Ten and No/100 Dollars (\$10.00) and other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged by Grantee.

Property (including any improvements):

See Exhibit "A" attached hereto and made a part hereof.

Reservations from Conveyance: None

Exceptions to Conveyance and Warranty:

This conveyance is made and accepted subject to any and all restrictions, reservations, easements, encumbrances, covenants, conditions and mineral charges, if any, of record in the Real Property Records of Harris County, Texas, and validly in force, affecting the real property herein conveyed.

It is expressly agreed that the Grantor makes no warranty, either express or implied, as to the physical condition of the property and/or premises herein conveyed. The property and premises are conveyed in "AS IS CONDITION", after inspection of the property and premises by Grantee. This provision is part of the consideration for the execution of this Warranty Deed by the Grantor herein and such Warranty Deed would not be executed but for this provision. The recordation of this instrument by the Grantee, or anyone acting on its behalf, conclusively evidences the acceptance of this conveyance subject to the provisions of this paragraph.

Grantor, for the Consideration and subject to the Reservations from Conveyance and the Exceptions to Conveyance and Warranty, grants, sells, and conveys to Grantee the Property,

together with all and singular the rights and appurtenances thereto in any way belonging, to have and to hold it to Grantee and Grantee's heirs, successors, and assigns forever. Grantor binds Grantor and Grantor's heirs and successors to warrant and forever defend all and singular the Property to Grantee and Grantee's heirs, successors, and assigns against every person whomsoever lawfully claiming or to claim the same or any part thereof when the claim is by, through or under Grantor but not otherwise, except as to the Reservations from Conveyance and the Exceptions to Conveyance and Warranty.

When the context requires, singular nouns and pronouns include the plural.

GRANTOR:

Beazer Homes Texas, L.P., a Delaware limited partnership

Jon

By: Beazer Homes Texas Holding, Inc., its general partner

By: *[Signature]*

Name: Dan Olson

Title: Vice President of Land Development - Houston Division

STATE OF TEXAS §

COUNTY OF Harris §

BEFORE ME, the undersigned authority, on this day personally appeared Dan Olson, as VP of Land Dev. Houston Division of Beazer Homes Texas, known to me to be the person whose name is subscribed to the foregoing instrument, and acknowledged to me that he/she executed the same for the purposes and consideration therein expressed.

GIVEN UNDER MY HAND AND SEAL this 15th day of October, 2003.



[Signature]
NOTARY PUBLIC, State of Texas

AFTER RECORDING, RETURN TO:

Sarah Ann Powers
Hoover Slovacek LLP
5847 San Felipe, Suite 2200
Houston, Texas 77057

JJ

GRANTEE:

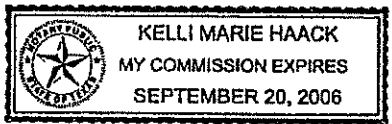
Tierra Homeowners Association, Inc., a Texas
non-profit corporation

By: M.S. Burrer
Name: SCOTT BURRER
Title: SECRETARY - TREASURER

STATE OF TEXAS §
 §
COUNTY OF Harris §

BEFORE ME, the undersigned authority, on this day personally appeared
Michael Scott Burrer, as Secretary of Tierra Homeowners Association, Inc.,
known to me to be the person whose name is subscribed to the foregoing instrument, and
acknowledged to me that he/she executed the same for the purposes and consideration therein
expressed.

GIVEN UNDER MY HAND AND SEAL this 16th day of October, 2003.



Kelli Marie Haack
NOTARY PUBLIC, State of Texas

EXHIBIT "A"

[To be Attached]

2012-10-23 10:23:53

DESCRIPTION OF A 1.885 ACRE TRACT OF LAND
SITUATED IN THE
JUAN SUTTON SURVEY, ABSTRACT 751
CITY OF HOUSTON, HARRIS COUNTY, TEXAS

BEING a 1.885 acre tract situated in the Juan Sutton Survey, Abstract No. 751, City of Houston, Harris County, Texas, and being the remainder of Reserve "A" of Gulfway Commercial Reserve, as shown on a plat recorded in Volume 185, Page 57 of the Harris County Map Records (H.C.M.R.), said 1.885 acre tract being more particularly described as follows:

BEGINNING at a 3/4-inch pipe with a cap stamped "BROWN & GAY" found in the southeasterly right-of-way line of South Shaver, (120' right-of-way Volume 185, Page 57 H.C.M.R.), at the northeast corner of said Restricted Reserve "A" of Tierra Park Section One, a subdivision recorded under Film Code Number 458091 of the Harris County Map Records, for northwest corner of the herein described tract;

THENCE, N 51°52'18" E, 132.59 feet, with the southeasterly right-of-way line of said South Shaver and the northwesterly line of said remainder tract, to a 1/2-inch iron rod found at the northwest corner of a called 12.75 acre, more or less, tract of land described in a deed recorded under Harris County Clerk's File Number P162889, and the northeast corner of said residue tract, and the herein described tract;

THENCE, S 01°12'17" E, 813.92 feet, with the east line of said residue tract and the west line of said called 12.75 acre tract, to a 5/8-inch iron rod with cap stamped "Brown & Gay" set in the north right-of-way line of Ross Road (70' right-of-way Volume 4, Page 28 H.C.M.R.) at the southwest corner of said called 12.75 acre tract and the southeast corner of said residue tract, for the southeast corner of the herein described tract;

THENCE S 88° 19' 43" W, 106.00 feet, with the north right-of-way line of Ross Road and the south line of said residue tract, to a 3/4-inch pipe with a cap stamped "BROWN & GAY" found at the southeast corner of said Tierra Park Section One, for the southwest corner of the herein described tract;

THENCE N 01° 12' 17" W, 735.13 feet, with the east line of said Tierra Park Section One, to the POINT OF BEGINNING and containing 1.885 acres of land.

COUNTY CLERK
HARRIS COUNTY, TEXAS

03 OCT 23 PM 12:30

FILED

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

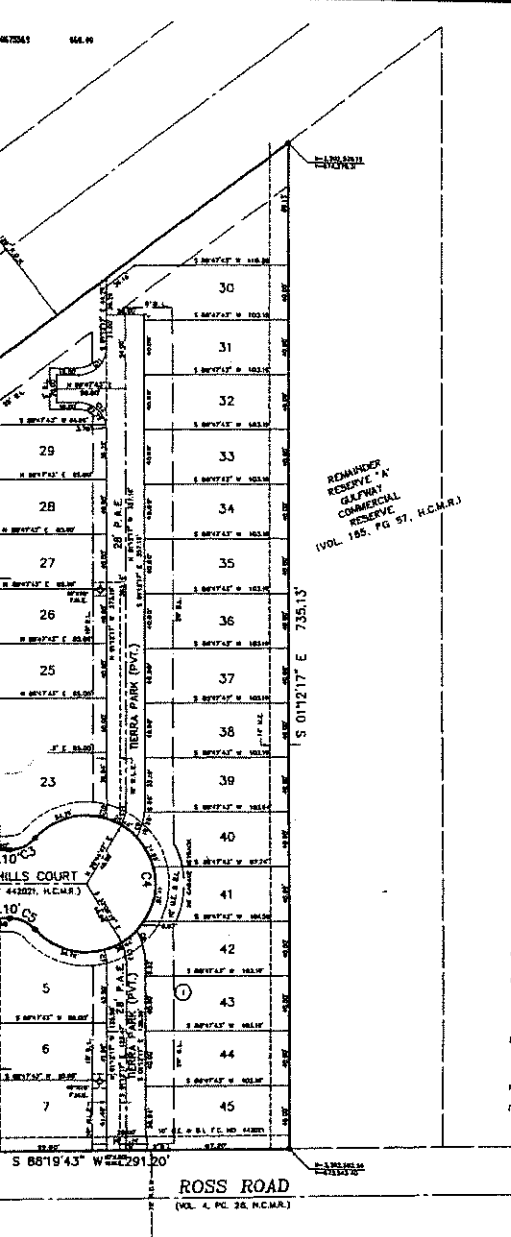
I hereby certify that this instrument was FILED in File Number Sequence on the date and at the time
stamped herein by me; and was duly RECORDED in the Official Public Records of Real Property of Harris
County, Texas on

OCT 23 2003

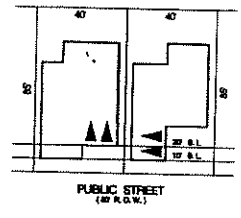


Dorely B. Kayman

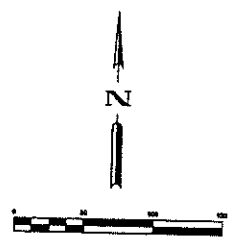
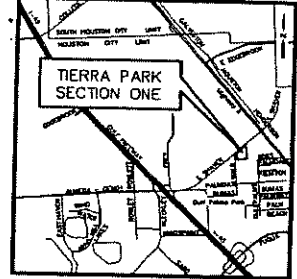
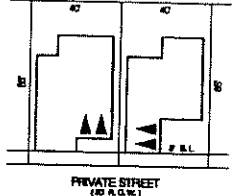
COUNTY CLERK
HARRIS COUNTY, TEXAS



TYPICAL LOT LAYOUT
For Lots 1 - 22, Block 1, and Lots 1 - 4, Block 2.



TYPICAL LOT LAYOUT
For Lots 23 - 45, Block 1, and Lots 5 - 7, Block 2.



RECORDS'S MEMORANDUM
At the date of recording, the instrument was reviewed in connection with the last photographic reproduction of the same, and the same is hereby certified to be a true and correct copy of the original as the same appears on the records of the office of the County Clerk of Harris County, Texas.

- NOTES:**
- Lots 1 - 22 are restricted to single family residential uses as defined by Chapter 42 (Ordinance 1999 - 262).
 - Single-family residential shall mean the use of a lot with one building designed for and containing not more than two separate units with facilities for living, sleeping, cooking, and eating therein. Lot upon which is located a frame-building containing one dwelling unit and a detached secondary dwelling unit of not more than 800 square feet area shall be considered single-family residential. A building that contains one dwelling unit on one lot that is connected by a party wall to another building containing one dwelling unit on an adjacent lot shall be single-family residential.
 - Each lot shall provide a minimum of two off-street parking spaces per dwelling unit on each lot. In those instances where a secondary unit is provided only one additional space shall be provided.
 - The number of single family residential dwelling units that can be constructed shall not exceed an equivalent density of 27 units to the gross acre of all land within the boundaries of this subdivision plot.
 - All lots shall have adequate wastewater collection service.
 - This subdivision contains one or more permanent access easements that have not been dedicated to the public or accepted by the City of Houston or any other local governmental agency or public rights-of-way. The City of Houston has no obligation to maintain or improve any permanent access easement within the subdivision, which obligation shall be the sole responsibility of the owners of property in this subdivision.
 - Reserve A (22.77' x 1') shall be restricted for the use of owners of property in and residents of the subdivision. Areas identified as compensating open space shall be owned, managed and maintained under a binding agreement by the owners of the property in the subdivision.
 - Lot 23, Block 1, and Lot 5, Block 2, are hereby denied direct driveway access to Terra Hills Court.
 - Lots 1 - 22, Block 1, and Lots 1 - 4, Block 2 are restricted to a 10' front building line when the face of any porch or garage is perpendicular to the street, or restricted to a 20' carport or garage setback when the carport or garage face is parallel to the street. The remainder of the structure shall be restricted to a 10' building line.
 - Unless otherwise indicated, the building lines (B.L.), whether one or more, shown on this subdivision plot are established in evidence compliance with the provisions of Chapter 42, Code of Ordinances, City of Houston, Texas, in effect at the time this plot was approved, which may be amended from time to time.
 - "P.A.Z." denotes permanent access easement.
 - Lot 1 is hereby denied direct access to West Street.

TIERRA PARK SECTION ONE

A SUBDIVISION OF 5.624 ACRES OF LAND
LOCATED IN THE JUAN SUTTON SURVEY, ABSTRACT A-751
CITY OF HOUSTON
HARRIS COUNTY, TEXAS

COMPENSATING OPEN SPACE CALCULATIONS

TOTAL NUMBER OF LOTS (less than 5,000 sq. ft.):	48
TOTAL AREA OF LOTS (less than 5,000 sq. ft.):	184,329 s.f.
AVERAGE LOT AREA:	3,840 s.f.
TYPICAL LOT SIZE:	40' X 96'
COMMON OPEN SPACE PROVIDED:	22,772 s.f.
COMMON OPEN SPACE REQUIRED:	
400 s.f. x 12 =	4,800 s.f.
300 s.f. x 18 =	5,400 s.f.
200 s.f. x 16 =	3,200 s.f.
100 s.f. x 4 =	400 s.f.
TOTAL OPEN SPACE REQUIRED =	13,200 s.f.
AVERAGE COMMON OPEN SPACE PER LOT:	471 s.f.
AVERAGE LOTS + AVERAGE COMMON OPEN SPACE:	4,277 s.f.
TOTAL AREA OF PUBLIC ACCESS EASEMENTS:	15,655 s.f.
DWELLING UNIT DENSITY (TOTAL LOTS / TOTAL PROJECT AREA):	0.2

LOTS: 52 RESERVES: 1 BLOCKS: 2
SCALE: 1"=50' DATE: AUGUST, 2000

OWNER:
BEAZER HOMES TEXAS, L.P.

BROWN & GAY
CIVIL ENGINEERS & SURVEYORS
11480 WESTHEIMER, SUITE 700
HOUSTON, TEXAS 77077
(281) 658-8700

RECORD DISTANCE:	
28.87	
81.85	
20.91	
86.67	
20.21	
22.24	
11.24	
25.54	
11.25	
11.25	
22.25	
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