

Notice

AFFIDAVIT FOR THE FILING OF DEDICATORY INSTRUMENTS

THE STATE OF TEXAS §
COUNTY OF HARRIS §

KNOW ALL MEN BY THESE PRESENTS:

01/03/00 300354309 0153832 \$95.00

I, the undersigned, pursuant to Section §202.006 of the Texas Property Code do hereby certify:

That I am the duly elected and acting Secretary of the Atascocita Community Improvement Association, Inc., a Texas corporation;

That the attached documents are the current documents that apply to the operation and utilization of property within Atascocita Community Improvement Association, a subdivision in Harris County, Texas;

That the documents which affect the use and operation of Atascocita Community Improvement Association are set out on the attached Exhibit "A";

That the attached documents are true and correct copies of the originals.

IN WITNESS WHEREOF, I have hereunto subscribed my name on this the 28 day of December, 1999.

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By:

Michael Carr
Michael Carr, Secretary

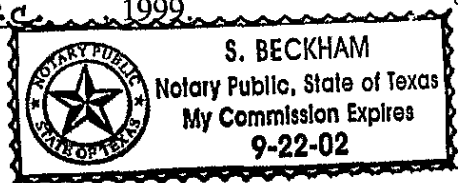
THE STATE OF TEXAS §
COUNTY OF HARRIS §

KNOW ALL MEN BY THESE PRESENTS:

BEFORE ME, the undersigned authority, on this day personally appeared Michael Carr, the Secretary of the Atascocita Community Improvement Association, known to me to be the person and officer whose name is subscribed to the forgoing document and, being by me first duly sworn, declared that he/she is the person who signed the foregoing document in his/her representative capacity, and that the statements therein contained are true and correct.

102

GIVEN UNDER MY HAND AND SEAL OF OFFICE on this the 28th day of Dec, 1999.



S. Beckham
Notary Public in and for the State of TEXAS
Printed Name:
Commission Expires:

After recording, return to:

Community Asset Management, Inc.
7702 F.M. 1960-E., Suite 302
Humble, Texas 77346-2202

EXHIBIT "A"

RECORD OF DEDICATORY INSTRUMENTS FOR
ATASCOCITA COMMUNITY IMPROVEMENT ASSOCIATION, INC.

PURSUANT TO PROPERTY CODE §202.006

1. By-Laws of the Atascocita Community Improvement Association, Inc.
2. Articles of Incorporation of the Atascocita Community Improvement Association, Inc.
3. Amendment to the Articles of Incorporation of the Atascocita Community Improvement Association, Inc.
4. Architectural Guidelines and Procedures of the Atascocita Community Improvement Association, Inc.

BYLAWS
OF
ATASCOCITA COMMUNITY IMPROVEMENT ASSOCIATION

ARTICLE I

NAME AND LOCATION

The name of the corporation is ATASCOCITA COMMUNITY IMPROVEMENT ASSOCIATION, hereinafter referred to as the "Association". The principal office of the corporation shall be located at the office of Johnson-Loggins, Inc., 1600 First City East Building, 1111 Fannin Street, Houston, Texas, but meetings of members and trustees may be held at such places within the State of Texas, County of Harris, as may be designated by the Board of Trustees.

ARTICLE II

DEFINITIONS

Section 1. "Association" shall mean and refer to ATASCOCITA COMMUNITY IMPROVEMENT ASSOCIATION, a Texas non-profit corporation, its successors and assigns.

Section 2. "Properties" shall mean and refer to that certain property or properties described in the Declaration of Covenants, Conditions and Restrictions for ATASCOCITA SHORES and PINEHURST OF ATASCOCITA, existing or contemplated subdivisions in Harris County, Texas, and any additional properties which may hereafter be brought within the jurisdiction of the Association. *See*

Section 3. "Lot" shall mean and refer to a plot of land subject to the jurisdiction of the Association as is more fully specified in the Declaration.

Section 4. "Owner" shall mean and refer to the record owner, whether one or more persons or entities, of the fee simple title to any Lot which is a part of the Properties subject to a maintenance charge assessment by the Association, including contract sellers, but excluding those having such interest merely as security for the performance of any obligation.

Section 5. "Declarant" shall mean and refer to Johnson-Loggins, Inc., the Declarant in the Declaration.

Section 6. "Declaration" shall mean and refer to the Declaration of Covenants, Conditions and Restrictions for ATASCOCITA SHORES and PINEHURST OF ATASCOCITA, existing or contemplated subdivisions in Harris County, Texas, and any additions or supplements thereto.

Section 7. "Member" shall mean and refer to those persons entitled to membership as provided in the Articles of Incorporation of the Association.

ARTICLE III

MEETING OF MEMBERS

Section 1. Annual Meetings. The regular annual meeting of the members of the Association shall be held on the ^{1st} ~~third~~ ^{THURSDAY} ~~Wednesday~~ ^{JANUARY} of each year beginning in 1983, at 10:00 a.m. at the principal office of the Association. If such date for the annual meeting of the members is a legal holiday, the meeting will be held at the same hour on the first day following

SEE
AMENDMENT
#1

which is not a legal holiday.

Section 2. Special Meetings. Special meetings of the members may be called at any time by the president or by the Board of Trustees, or upon the written request of the members who are entitled to vote one-fourth (1/4) of all of the votes of the membership.

Section 3. Notice of Meetings. Written notice of each special meeting of the members shall be given by, or at the direction of, the secretary or any person or persons authorized to call a meeting, by mailing a copy of such notice, postage paid, at least 15 days before such meeting to each member entitled to vote thereat, addressed to the member's address last appearing on the books of the Association, or supplied by such member to the Association for the purpose of notice. Such notice shall specify the place, day and hour of the meeting, and the purpose of the meeting. Notice of annual meetings shall not be required, but may be given in a like manner.

Amended

Section 4. Quorum. The presence at the meeting of members entitled to cast, or of proxies entitled to cast, one tenth (1/10) of the votes of each class of membership shall constitute a quorum for any action except as otherwise provided in the Articles of Incorporation, the Declaration, or these Bylaws. If, however, such quorum shall not be present or represented at any meeting, the members entitled to vote thereat shall have power to adjourn the meeting from time to time, without notice other than announcement at the meeting, until a quorum as aforesaid shall

be present or be represented.

) Section 5. Proxies. At all meetings of members, each member may vote in person or by proxy. All proxies shall be in writing and filed with the secretary. Every proxy shall be revocable and shall automatically cease upon conveyance by the member of his Lot.

ARTICLE IV

BOARD OF TRUSTEES

Section 1. Board of Trustees. The affairs of this Association shall be managed by a Board of five (5) trustees, who need not be members of the Association.

) Section 2. Term of Office. The initial trustees for the Association set forth in the Articles of Incorporation shall hold office until the 1983 annual meeting. At the annual meeting of 1983, the members shall elect one trustee for a term of one year, two trustees for a term of two years and two trustees for a term of three years; at each annual meeting thereafter the members shall elect that number of trustees equal to the number of trustees whose terms expire at such time, for three year terms of office.

Section 3. Nomination. Nomination for election to the Board of Trustees shall be made by a Nominating Committee. Nominations may also be made from the floor at the annual meeting. The Nominating Committee shall consist of a Chairman, who shall be a member of the Board of Trustees, and two or more members of the Association. The Nominating Committee shall be appointed

by the Board of Trustees prior to each annual meeting of the members, to serve from the close of such annual meeting until the close of the next annual meeting. The Nominating Committee shall make as many nominations for election to the Board of Trustees as it shall in its discretion determine, but not less than the number of vacancies that are to be filled. Such nominations may be made from among members or non-members.

Section 4. Election. Election to the Board of Trustees shall be by secret written ballot. At such election the members or their proxies may cast, in respect of each vacancy, as many votes as they are entitled to cast under the provisions of the Declaration. The persons receiving the largest number of votes shall be elected. Cumulative voting shall not be permitted.

Section 5. Removal. Any trustee may be removed from the Board, with or without cause, by a majority vote of the members of the Association. In the event of death, resignation or removal of a trustee, his successors shall be selected by the remaining members of the Board and shall serve for the unexpired term of his predecessor.

Section 6. Compensation. No trustee shall receive compensation for any service he may render to the Association; provided, however, any trustee may be reimbursed for his actual expenses incurred in the performance of his duties.

Section 7. Action Taken Without a Meeting. The trustees shall have the right to take any action in the absence of a meeting which they could take at a meeting by obtaining the

written approval of all of the trustees. Any action so approved shall have the same effect as though taken at a meeting of the trustees.

ARTICLE V

MEETINGS OF TRUSTEES

Section 1. Regular Meetings. Regular meetings of the Board of Trustees shall be held annually without notice, at such place and hour as may be fixed from time to time by resolution of the Board. Should said meeting fall upon a legal holiday, then that meeting shall be held at the same time on the next day which is not a legal holiday.

Section 2. Special Meetings. Special meetings of the Board of Trustees shall be held when called by the president of the Association or by any trustee after not less than three (3) days notice to each trustee, which such notice may be waived at or prior to such meeting.

Section 3. Quorum. A majority of the number of trustees shall constitute a quorum for the transaction of business. Every act or decision done or made by a majority of the trustees present at a duly held meeting at which a quorum is present shall be regarded as the act of the Board.

ARTICLE VI

POWERS AND DUTIES OF THE ASSOCIATION

Section 1. Powers. The Association, by and through its Board of Trustees, shall have the following rights and powers:

(a) to construct, manage and maintain Common Properties and Facilities; and to make assessments annually therefor, and for other purposes, all pursuant to the Declaration;

(b) to charge reasonable admission and other fees for the use of the recreational facilities located on the Common Properties, and to make, publish and enforce reasonable rules and regulations governing the use and enjoyment of the Common Properties and Facilities, or any part thereof, all of which reasonable rules and regulations shall be binding upon, complied with, and observed by each Member. These rules and regulations may include provisions to govern and control the use of the Common Properties and Facilities by guests and invitees of the Members, including, without limitation, the number of guests or invitees who may use the Common Properties and Facilities, or any part thereof, at the same time;

(c) to suspend the voting rights of a Member and his right and the rights of the members of his immediate family residing with him and his guests, to use any recreational Common Facility of the Common Properties during the period he is in default in excess of thirty (30) days in the payment of any maintenance charge assessment against his Lot; and to suspend such rights for a period not to exceed sixty (60) days for any infraction of its published rules and regulations;

(d) to enter management and/or operating contracts or agreements relative to the maintenance and operation of the Common Properties and Facilities, in such instances and on such

terms as the Board of Trustees may deem appropriate; to operate recreational facilities and related concessions located on the Common Properties; to enter lease agreements or concession agreements granting leasehold, concession, or other operating rights relative to recreational facilities located on the Common Properties in such instances and on such terms as the Board of Trustees may deem appropriate;

(e) to own, operate, manage and make contributions in support of boat-launching facilities on Lake Houston and contract with the community improvement association in Timbers of Atascocita, a subdivision in Harris County, Texas, for the use of such facilities by the members of such association; and

(f) to exercise such other rights and powers granted to it under the Declaration, the Articles of Incorporation of the Association, or these Bylaws.

Section 2. Duties. It shall be the duty of the Association, by and through its Board of Trustees, to:

(a) cause to be kept a complete record of all its acts and corporate affairs and to present a statement thereof to the members at the annual meeting of the members, or at any special meeting when such statement is requested in writing by one-fourth (1/4) of the Class A members who are entitled to vote;

(b) supervise all officers, agents, and employees of this Association, and to see that their duties are properly performed;

(c) fix the amount of the annual assessment against properties subject to the jurisdiction of the Associa-

tion and take such actions as it deems appropriate to collect such assessments and to enforce the liens given to secure payment thereof;

(d) issue, or cause an appropriate officer to issue, upon demand by any person, a certificate setting forth whether or not any assessment has been paid. A reasonable charge may be made by the Board for the issuance of these certificates. If a certificate states that an assessment has been paid, such certificate shall be conclusive evidence of such payment;

(e) procure and maintain such liability and hazard insurance as it may deem appropriate on any property or facilities owned by the Association; and

(f) cause any officers or employees having fiscal responsibilities to be bonded, as it may deem appropriate.

ARTICLE VII

OFFICERS AND THEIR DUTIES

Section 1. Enumeration of offices. The officers of this Association shall be a president, who shall be at all times a member of the Board of Trustees; a vice president; a secretary; and a treasurer, and such other officers as the Board may from time to time by resolution create.

Section 2. Election of Officers. The election of officers shall take place at the first meeting of the Board of Trustees following each annual meeting of the members.

Section 3. Term. The officers of this Association shall be elected annually by the Board and each shall hold office

for one (1) year unless he shall sooner resign, or shall be removed, or otherwise disqualified to serve.

Section 4. Special Appointments. The Board may elect such other officers as the affairs of the Association may require, each of whom shall hold office for such period, have such authority, and perform such duties as the Board may, from time to time, determine.

Section 5. Resignation and Removal. Any officer may be removed from office with or without cause by the Board. Any officer may resign at any time by giving written notice to the Board, the president or the secretary. Such resignation shall take effect on the date of receipt of such notice or at any later time specified therein, and unless otherwise specified therein, the acceptance of such resignation shall not be necessary to make it effective.

Section 6. Vacancies. A vacancy in any office may be filled by appointment by the Board. The officer appointed to such vacancy shall serve for the remainder of the term of the officer he replaces.

Section 7. Multiple Offices. No person shall simultaneously hold both the offices of president and secretary.

Section 8. Duties. The duties of the officers of the Association are as follows:

President

(a) The president shall preside at all meetings of the Board of Trustees and of the Association; shall see that

orders and resolutions of the Board are carried out; shall sign all leases, mortgages, deeds and other written instruments and shall co-sign all checks and promissory notes.

Vice President

(b) The vice president shall act in the place and stead of the president in the event of his absence, inability or refusal to act and shall exercise and discharge such other duties as may be required of him by the Board.

Secretary

(c) The secretary shall record the votes and keep the minutes of all meetings and proceedings of the Board and of the members; keep the corporate seal of the Association and affix it on all papers requiring said seal; serve notice of meetings of the Board and of the members; keep appropriate current records showing the members of the Association together with their addresses, and shall perform such other duties as required by the Board.

Treasurer

(d) The treasurer shall receive and deposit in appropriate bank accounts all monies of the Association and shall disburse such funds as directed by resolution of the Board of Trustees; shall sign all checks and promissory notes of the Association; keep proper books of account; and keep accurate books and records of the fiscal affairs of the Association and make the same available for inspection by members of the Association during normal business hours.

ARTICLE VIII

COMMITTEES

The Association shall appoint a Nominating Committee, as provided in these Bylaws. The Board of Trustees shall appoint other committees as deemed appropriate in carrying out its purpose.

ARTICLE IX

BOOKS AND RECORDS

The books, records and papers of the Association shall at all times during reasonable business hours be subject to inspection by any member. The Declaration, the Articles of Incorporation and the Bylaws of the Association shall be available for inspection by any member at the principal office of the Association, where copies may be purchased at reasonable cost.

ARTICLE X

ASSESSMENTS

As more fully provided in the Declaration, each member is obligated to pay to the Association certain annual and special assessments which are secured by a continuing lien upon the property against which the assessment is made. Any assessments which are not paid when due shall be delinquent. If the assessment is not paid within thirty (30) days after the due date, the assessment shall bear interest from the date of delinquency at the rate of ten percent (10%) per annum, and the Association may bring an action at law against the Owner personally obligated to pay the same or foreclose the lien against the property, and interests, costs, and reasonable attorney's fees of any such

action shall be added to the amount of such assessment. No Owner may waive or otherwise escape liability for the assessments provided for herein by non-use of any of the facilities or services provided by the Association or by abandonment of his Lot.

ARTICLE XI

CORPORATE SEAL

The Association shall have a seal in circular form having within its circumference the name of the Association and within the center the word "Texas".

ARTICLE XII

AMENDMENTS

Section 1. Amendment. These Bylaws may be amended, at a regular or special meeting of the members, by a vote of a majority of a quorum of members present in person or by proxy.

Section 2. Conflict. In the case of any conflict between the Articles of Incorporation and these Bylaws, the Articles shall control, and in the case of any conflict between the Declaration and these Bylaws, the Declaration shall control.

ARTICLE XIII

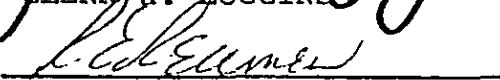
MISCELLANEOUS

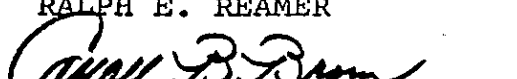
The fiscal year of the Association shall begin on the first day of January and end on the 31st day of December of every year, except that the first fiscal year shall begin on the date of incorporation.

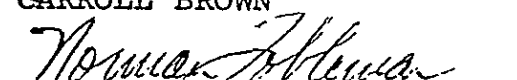
IN WITNESS WHEREOF, we, being all of the trustees of
) ATASCOCITA COMMUNITY IMPROVEMENT ASSOCIATION, have hereunto
set our hands this 28th day of June, 1973.


LARRY D. JOHNSON


GLENN W. LOGGINS


RALPH E. REAMER


CARROLL BROWN


NORMAN TUBELMAN

CERTIFICATION

I, the undersigned, do hereby certify:

That I am the duly elected and acting secretary of
ATASCOCITA COMMUNITY IMPROVEMENT ASSOCIATION, a Texas non-profit
corporation, and

That the foregoing Bylaws constitute the original Bylaws
of said Association, as duly adopted at a meeting of the Board
of Trustees thereof, held on the 28th day of June,
1973.

IN WITNESS WHEREOF, I have hereunto subscribed my name
and affixed the seal of said Association this 28th day of
June, 1973.


Secretary

ATASCOCITA COMMUNITY IMPROVEMENT ASSOCIATION BY-LAWS
AMENDMENT NO. 1

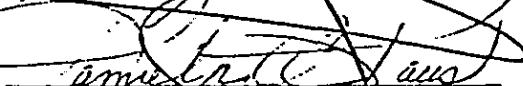
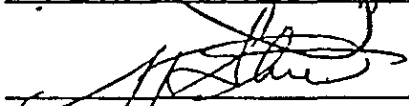
This Amendment replaces Article III, Section 1 in its entirety.
This Amendment was adopted at a Special Meeting on December 4, 1982.

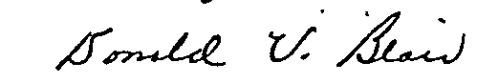
ARTICLE III

MEETING OF MEMBERS

Section 1. Annual Meetings. The regular annual meeting of the members of the Association shall be held on the first Thursday in January of each year beginning in 1983, at 7:30 p.m. within the jurisdictional boundaries of the Association. If such date for the annual meeting of the members is a legal holiday, the meeting will be held at the same hour on the following Thursday.

IN WITNESS WHEREOF, we, being all of the Trustees of ATASCOCITA COMMUNITY IMPROVEMENT ASSOCIATION, have hereunto set our hands this 12th day of February, 1986.



ATASCOCITA COMMUNITY IMPROVEMENT ASSOCIATION BY-LAWS
AMENDMENT NO. 2

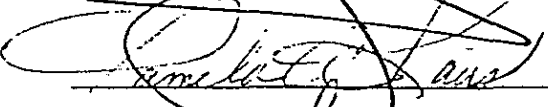
This Amendment replaces Article III, Section 4 in its entirety.
This Amendment was adopted at the Annual Meeting of January 2, 1986.

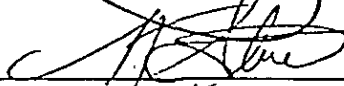
ARTICLE III

Section 4. Quorum. The presence at the meeting of members entitled to cast, or of proxies entitled to cast, fifty (50) votes of Class A membership shall constitute a quorum for any action except as otherwise provided in the Articles of Incorporation, the Declaration, or these By-Laws. If, however, such quorum shall not be present or represented at any meeting, the members entitled to vote thereat shall have power to adjourn the meeting from time to time, without notice other than announcement at the meeting, until a quorum as aforesaid shall be present or be represented.

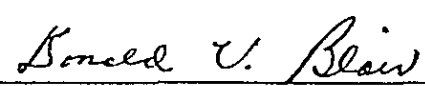
IN WITNESS WHEREOF, we, being all of the Trustees of ATASCOCITA COMMUNITY IMPROVEMENT ASSOCIATION, have hereunto set our hands this 12th day of February, 1986.











Amendment to the By-Laws of the
ATASCOCITA COMMUNITY IMPROVEMENT ASSOCIATION
Amendment Adoption Date, January 2, 1986

Article III, Section 4 is removed in its entirety and replaced by the following:

Section 4. Quorum. The presence at the meeting of members entitled to cast, or of proxies entitled to cast, fifty (50) votes of Class A membership shall constitute a quorum for any action except as otherwise provided in the Articles of Incorporation, the Declarations, or these By-Laws. If, however, such quorum shall not be present or represented at any meeting, the members entitled to vote thereat shall have power to adjourn the meeting from time to time, without notice other than announcement at the meeting, until a quorum as aforesaid shall be present or be represented.



OFFICE OF THE SECRETARY OF STATE

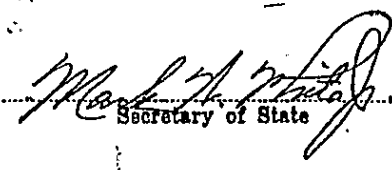
CERTIFICATE OF INCORPORATION
OF

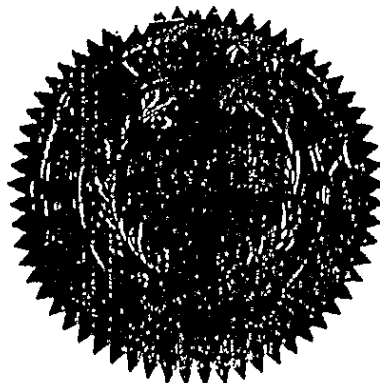
ATASCOCITA COMMUNITY IMPROVEMENT ASSOCIATION
CHARTER NO 318508

The undersigned, as Secretary of State of the State of Texas, hereby certifies that duplicate originals of Articles of Incorporation for the above corporation duly signed and verified pursuant to the provisions of the Texas Non-Profit Corporation Act, have been received in this office and are found to conform to law.

ACCORDINGLY the undersigned, as such Secretary of State, and by virtue of the authority vested in him by law, hereby issues this Certificate of Incorporation and attaches hereto a duplicate original of the Articles of Incorporation.

Dated January 22, 1973.


Secretary of State



529-96-0708

FILED
In the Office of the
Secretary of State of Texas

ARTICLES OF INCORPORATION

OF

JAN 22 1973

ATASCOCITA
COMMUNITY IMPROVEMENT ASSOCIATION

Bill Zimmerman
Deputy Director, Corporation Division

We, the undersigned and natural persons of the age of twenty-one years or more, at least two of whom are citizens of the State of Texas, acting as incorporators of a corporation under the Texas Non-Profit Corporation Act, do hereby adopt the following Articles of Incorporation for such corporation:

ARTICLE I

CORPORATE NAME

The name of the corporation is ATASCOCITA COMMUNITY IMPROVEMENT ASSOCIATION.

ARTICLE II

CORPORATE STATUS

The corporation is a non-profit corporation.

ARTICLE III

DURATION

The period of its duration is perpetual.

ARTICLE IV

The corporation is formed for the purposes of providing for maintenance and preservation of the properties subject to the Covenants, Conditions and Restrictions applicable to ATASCOCITA, SECTION ONE, a subdivision in Harris County, Texas, and any additional properties that may hereafter be brought within the jurisdiction of this Association and to promote the health, safety and welfare of the residents within the above-described property and to

1. exercise all of the powers and privileges and to perform all of the duties and obligations of the Association as set forth in that certain Declaration of Covenants, Conditions and Restrictions, hereinafter called the "Declaration," applicable to the property and recorded or to be recorded in the Map Records of Harris County, Texas, and as the same may be amended from time to time as therein provided, said Declaration being incorporated herein as if set forth at length;

2. fix, levy, collect and enforce payment by any lawful means, all charges or assessments pursuant to the terms of the Declaration; to pay all expenses in connection therewith and all office and other expenses incident to the conduct of the business of the Association, including all licenses, taxes or governmental charges levied or imposed against the property of the Association; and

3. have and exercise any and all powers, rights and privileges which a corporation organized under the Non-Profit Corporation Act of the State of Texas may by law now or hereafter have or exercise; provided that none of the objects or purposes herein set out shall be construed to authorize the corporation to do any act in violation of said Non-Profit Corporation Act or Part Four of the Texas Miscellaneous Corporation Laws Act, and all such objects or purposes are subject to said Acts.

ARTICLE V

The street address of the initial registered office of the corporation is c/o Johnson-Loggins, Inc., 1600 First City East Building, 1111 Fannin Street, Houston, Texas 77002, and the name of its initial registered agent at such address is Larry D. Johnson.

ARTICLE VI

TRUSTEES

The affairs of the Association shall be managed by a Board of five (5) Trustees, who need not be members of the Association. The number of Trustees may be changed by amendment of the Bylaws of the Association. The names and addresses of the persons who are to act in the capacity of their successors are:

Larry D. Johnson	1600 First City East Building 1111 Fannin Street -- Houston, Texas 77002
Glenn W. Loggins	1600 First City East Building 1111 Fannin Street Houston, Texas 77002
R. E. Reamer	1600 First City East Building 1111 Fannin Street Houston, Texas 77002

Carroll Brown

1600 First City East Building
1111 Fannin Street
Houston, Texas 77002

Norman Tubelman

1600 First City East Building
1111 Fannin Street
Houston, Texas 77002

At the first annual meeting beginning in 1973 the members shall elect one trustee for a term of one year, two trustees for a term of two years, and two trustees for a term of three years; and at each annual meeting thereafter the members shall elect that number of trustees equal to the number of trustees whose terms expire at such time.

ARTICLE VIII

MEMBERSHIP

Every person or entity who is a record owner of a fee or undivided fee interest in any property which is subject to a maintenance charge assessment by the Association, including contract sellers, such persons or entities being hereinafter referred to as an "Owner," shall be a member of the Association. The foregoing is not intended to include persons or entities who hold an interest merely as security for the performance of an obligation. No Owner shall have more than one membership. Membership shall be appurtenant to and may not be separated from ownership of the property which is subject to assessment by the Association. Ownership of such property shall be the sole qualification for membership.

ARTICLE IX

VOTING RIGHTS

The Association shall have two classes of membership:

Class A. Class A members shall be all those Owners as defined in Article VIII with the exception of the Declarant. Class A members shall be entitled to one vote for each Lot in which they hold the interest required for membership by Article VIII. When more than one person holds such interest in any Lot, all such persons shall be members. The vote for such Lot shall be exercised as they among themselves determine, but in no event shall more than one vote be cast with respect to any Lot.

Class B. The Class B member shall be Johnson-Loggins, Inc., the Declarant as defined in the Declaration. The Class B member shall be entitled to three (3) votes for each Lot in which it holds the interest required for membership by Article VIII; provided, however, that the Class B membership shall cease and be converted to Class A membership on the happening of either of the following events, whichever occurs earlier:

- (a) when the total votes outstanding in the Class A membership equal the total votes outstanding in the Class B membership, or
- (b) on January 1, 1982.

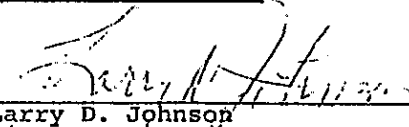
ARTICLE X

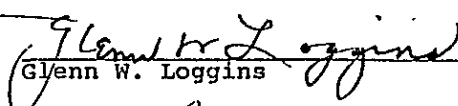
DISSOLUTION

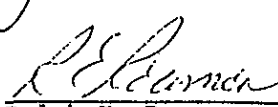
Upon dissolution of the Association, other than incident to a merger or consolidation, the assets of the Association shall be dedicated to an appropriate public agency to be used for purposes similar to those for which this Association was created or shall be granted, conveyed and assigned to any nonprofit corporation, association, trust or other organization to be devoted to such similar purposes.

Dissolution of the Association must be approved in writing and signed by not less than two-thirds (2/3s) of each class of members. So long as there is a Class B membership, dissolution and/or amendment of these Articles must have the prior approval of the Federal Housing Administration or Veterans Administration.

IN WITNESS WHEREOF, we the undersigned, have hereunto set our hands this 22nd day of December, 1972.


Larry D. Johnson


Glenn W. Loggins


Ralph E. Reamer

THE STATE OF TEXAS X

COUNTY OF HARRIS X

I, Pat Edwards, a Notary Public,
do hereby certify that on this 24th day of November, 1972,
personally appeared before me, Larry D. Johnson, Glenn W. Loggins,
and Ralph E. Reamer, who each being by me first duly sworn, severally
declared that they are the persons who signed the foregoing document
as incorporators, and that the statements contained therein are true.

IN WITNESS WHEREOF, I have hereunto set my hand and seal
the day and year above mentioned.

Pat Edwards
Notary Public in and for Harris County,
TEXAS

NON-PROFIT



OFFICE OF THE SECRETARY OF STATE

**CERTIFICATE OF AMENDMENT
OF**

ATASCOCITA COMMUNITY IMPROVEMENT ASSOCIATION
CHARTER NO. 318588

The undersigned, as Secretary of State of the State of Texas, hereby certifies that duplicate originals of Articles of Amendment to the Articles of Incorporation of the above corporation duly signed and verified pursuant to the provisions of the Texas Non-Profit Corporation Act, have been received in this office and are found to conform to law.

ACCORDINGLY the undersigned, as such Secretary of State, and by virtue of the authority vested in him by law, hereby issues this Certificate of Amendment to the Articles of Incorporation and attaches hereto a duplicate original of the Articles of Amendment.

Dated July 13, 19 73.

Secretary of State



ARTICLES OF AMENDMENT TO
THE ARTICLES OF INCORPORATION OF
ATASCOCITA COMMUNITY IMPROVEMENT ASSOCIATION

Pursuant to the provisions of Article 4.03 of the Texas Non-Profit Corporation Act, the undersigned corporation adopts the following Articles of Amendment to its Articles of Incorporation which revise and expand the purposes for which the corporation was formed, establish ten-year terms for the initial trustees of the corporation, review the voting rights of the members, change the term of the Class B membership, and eliminate certain requirements for the dissolution of the corporation and the amendment of the Articles of Incorporation.

1. The name of the corporation is ATASCOCITA COMMUNITY IMPROVEMENT ASSOCIATION.

2. The following amendments to the Articles of Incorporation were adopted by the corporation on June 28, 1973:

(i) Article IV of the Articles of Incorporation is hereby amended so as to read as follows:

"ARTICLE IV

PURPOSES

The corporation is formed for the purposes of providing for maintenance and preservation of the properties subject to the Covenants, Conditions and Restrictions applicable to ATASCOCITA SHORES and PINEHURST OF ATASCOCITA, existing or contemplated subdivisions in Harris County, Texas, and any additional properties that may hereafter be brought within the jurisdiction of this Association and to promote the health, safety and welfare of the residents within the above-described property and to

1. exercise all of the powers and privileges and to perform all of the duties and obligations of the Association as set forth in that certain Declaration of Covenants, Conditions and Restrictions, hereinafter called the "Declaration", applicable to the property or subdivisions named above and recorded or to be recorded in the Map Records of Harris County, Texas, and as the same may be amended from time to time as therein provided, said Declaration being incorporated herein as if set forth at length;

2. fix, levy, collect and enforce payment by any lawful means, all charges or assessments pursuant to the terms of the

The Trustees shall have the power to select one or more advisory trustees from the residents of the subdivisions named in Article IV to serve for such periods of time as the Board of Trustees shall deem appropriate, for the purpose of providing advice and counsel to the Board of Trustees, provided that such advisory trustees shall have no right to act on behalf of the Association."

(iii) Article IX of the Articles of Incorporation is hereby amended so as to read as follows:

"ARTICLE IX

VOTING RIGHTS

The Association shall have two classes of membership:

Class A. Class A members shall be all those Owners as defined in Article VIII with the exception of the Declarant. Class A members shall be entitled to one vote for each Lot in which they hold the interest required for membership by Article VIII. When more than one person holds such interest in any Lot, all such persons shall be members. The vote for such Lot shall be exercised as they among themselves determine, but in no event shall more than one vote be cast with respect to any Lot.

Class B. The Class B member shall be Johnson-Loggins, Inc., the Declarant as defined in the Declaration. The Class B member shall be entitled to eight (8) votes for each Lot in which it holds the interest required for membership by Article VIII; provided, however, that the Class B membership shall cease and be converted to Class A membership on the happening of either of the following events, whichever occurs earlier:

- (a) when the total votes outstanding in the Class A membership equal the total votes outstanding in the Class B membership, or
- (b) on January 1, 1983.

From and after the happening of whichever of these events occurs earlier, the Class B member shall be deemed to be a Class A member entitled to one (1) vote for each Lot in the subdivisions named in Article IV in which it holds the interest required for membership by Article VIII."

(iv) Article X of the Articles of Incorporation is hereby amended so as to read as follows:

"ARTICLE X

DISSOLUTION

Upon dissolution of the Association, other than incident to a merger or consolidation, the assets of the Association shall be dedicated to an appropriate public agency to be used for purposes similar to those for which this Association was created or shall be granted, conveyed and assigned to any nonprofit corporation, association, trust or other organization to be devoted to such similar purposes."

Declaration; to pay all expenses in connection therewith and all office and other expenses incident to the conduct of the business of the Association, including all licenses, taxes or governmental charges levied or imposed against the property of the Association;

3. own, operate, manage and make contributions in support of boat-launching facilities on Lake Houston and contract with the community improvement association in Timbers of Atascocita, a subdivision in Harris County, Texas, for the use of such facilities by the members of such association; and

4. have and exercise any and all powers, rights and privileges which a corporation organized under the Non-Profit Corporation Act of the State of Texas may by law now or hereafter have or exercise; provided that none of the objects or purposes herein set out shall be construed to authorize the corporation to do any act in violation of said Non-Profit Corporation Act or Part Four of the Texas Miscellaneous Corporation Laws Act, and all such objects or purposes are subject to said Acts."

(ii) Article VI of the Articles of Incorporation is hereby amended so as to read as follows:

"ARTICLE VI

TRUSTEES

The affairs of the Association shall be managed by a Board of five (5) Trustees, who need not be members of the Association. The names and addresses of the persons who are to serve as the initial Trustees are:

Larry D. Johnson	1600 First City East Building 1111 Fannin Street Houston, Texas 77002
Glenn W. Loggins	1600 First City East Building 1111 Fannin Street Houston, Texas 77002
R. E. Reamer	1600 First City East Building 1111 Fannin Street Houston, Texas 77002
Carroll Brown	1600 First City East Building 1111 Fannin Street Houston, Texas 77002
Norman Tubelman	1600 First City East Building 1111 Fannin Street Houston, Texas 77002

Each initial Trustee shall serve for an initial term of ten (10) years and, thereafter, until his successor is duly elected and qualified. After the expiration of the term of the initial Trustees, the Members shall elect a Board of Trustees as provided for in the Bylaws. Any vacancy, from whatever cause, occurring in the Board of Trustees during the initial ten (10) year term shall be filled by appointment made by the remaining Trustee or Trustees. The person appointed by the remaining Trustee or Trustees to fill such vacancy shall serve for the remainder of the initial ten (10) year term and until his successor is duly elected and qualified.

3. The amendments were adopted by the consent in writing
by all members entitled to vote with respect thereto.

DATED: June 28, 1973.

ATASCOCITA COMMUNITY IMPROVEMENT
ASSOCIATION

By Larry D. Johnson
its President
and W. E. Eames
its Secretary

THE STATE OF TEXAS §
COUNTY OF HARRIS §

I, Rat Edwards, a Notary Public, do
hereby certify that on this 28th day of June, 1973, personally
appeared before me Larry D. Johnson, being duly sworn,
declared that he is _____ president of the corporation executing
the foregoing document, that he signed the foregoing document in
the capacity therein set forth, and that the statements therein
contained are true.

IN WITNESS WHEREOF, I have hereunto set my hand and seal
the day and year before written.

Rat Edwards
Notary Public in and for
HARRIS COUNTY, T E X A S
My commission expires 6/1/75.

ARCHITECTURAL GUIDELINES AND PROCEDURES**FOR****PINEHURST OF ATASCOCITA
ATASCOCITA SHORES
ATASCOCITA PINES
GOLF VILLAS
CLUB POINT
IVY POINT
PINEHURST ESTATES**

These Architectural Guidelines and Procedures replace and supersede in their entirety the Architectural Guidelines and Procedures previously adopted by the Board of Trustees of the Association and recorded under Clerk's File No. S439432 of the Official Public Records of Real Property of Harris County, Texas

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ARCHITECTURAL GUIDELINES AND PROCEDURES**FOR****PINEHURST OF ATASCOCITA
ATASCOCITA SHORES
ATASCOCITA PINES
GOLF VILLAS
CLUB POINT
IVY POINT
PINEHURST ESTATES**

WHEREAS, the Atascocita Community Improvement Association, a Texas non-profit corporation (the "Association"), acting through its Board of Trustees, and its Architectural Control Committee (the "A.C.C."), desires to exercise the authority granted to it by the provisions of the Declaration of Covenants, Conditions and Restrictions applicable to the subdivisions referred to in these Architectural Guidelines and Procedures to maintain the harmonious and architectural design of the subdivisions in accordance with the provisions of the Declarations; and

WHEREAS, the Declarations expressly create the A.C.C. for the specific purposes set forth below; and

WHEREAS, the Declarations provide that no building, structure, fence, wall or other improvements shall be commenced, erected, constructed, placed or maintained, or any exterior addition to or change or alteration made, on any lot until the construction plans and specifications including, but not limited to site layout, building location, building materials, colors and elevation, have been submitted to and approved in writing by the A.C.C.; and

WHEREAS, the Declarations further provide that the A.C.C. shall have the discretion to approve or disapprove plans and specifications for buildings, additions or improvements on the basis of color, quality of building materials and harmony of external design with existing structures; and

WHEREAS, the Board of Trustees of the Association and the A.C.C. desire to establish procedures for the submission and review of plans and specifications for proposed buildings, additions and improvements and guidelines with respect to the type, quality and color of exterior additions and improvements on the lots within the subdivisions referred to in these Architectural Guidelines and Procedures so that a harmonious exterior design within the subdivisions is consistently maintained;

NOW, THEREFORE, the Board of Trustees of the association and the A.C.C. hereby adopt the following Architectural Guidelines and Procedures with respect to lots within the following subdivisions, which guidelines shall supplement the applicable restrictive covenants set forth in the Declarations:

**PINEHURST OF ATASCOCITA
ATASCOCITA SHORES
ATASCOCITA PINES
GOLF VILLAS
CLUB POINT
IVY POINT
PINEHURST ESTATES**

(Policy No. 240-89-04 of the Atascocita Community Improvement Association)

240.1 PURPOSE. To set forth procedures and guidelines for assuring that all construction on residential lots within the subdivisions conforms to specifications set forth in the deed restrictions, to minimum construction standards, and to the design and overall character and aesthetics of the Properties.

240.2 RESPONSIBILITY. The Architectural Control Committee and its function established in the Declaration of Covenants and Restrictions for the various subdivisions within the Association was assigned by the Developer to the Association for all phases of architectural control.

The Board appoints members to the committee and monitors the committee's performance through the Trustee with responsibility for the A.C.C. The Manager provides the communication link between member property owners and the Committee (and vice versa) and provides the administrative function for the committee.

240.3 APPROVAL OF PLANS. No building, structure, fence, wall, or other improvements shall be commenced, erected, constructed, placed or maintained upon the Properties, nor shall any exterior addition to or change or alteration therein be made until the detailed plans and specifications therefor shall have been submitted to and approved in writing as to compliance with minimum structural and mechanical standards, location and situation on the lot, and as to harmony or external design or location in relation to property lines, building lines, easements, grades, surrounding structures, walks, and topography (including the orientation of the front and rear of any such building with respect to the lot lines), by the Architectural Control Committee.

240.4 ARCHITECTURAL CONTROL COMMITTEE AND SUBCOMMITTEE - PROJECT REVIEW. The Architectural Control Committee (ACC) is composed of five members, each having a three (3) year term with no more than two (2) members terms expiring in any one year. As each term expires, an appointment will be recommended by the responsible Board member to the Board. A replacement for any person who resigns will also require approval of the Board to finish out the term. The five committee members, along with the responsible Board member, will select one of the committee members to be the Chairman and two of the committee members to comprise a subcommittee called the Project Review Committee (PRC), which is responsible for physical inspection and verification that residents and home builders have followed the plans submitted and approved by the ACC during and after the construction phase.

240.5 ADMINISTRATIVE PROCEDURES.

- a. Request Submission. Each property owner requesting architectural committee approval will submit a written request (A.C.C. Submission Form) to the Manager. A substitute form is acceptable when the following information is provided:

- (1) Substitute form submission (oral descriptions are not acceptable):
 - (a) Name, address, telephone numbers, and legal description of property.
 - (b) Copy of the plat of the property with the area of proposed work indicated on it. Architect's, engineer's or contractor's drawings are acceptable, as long as they are scaled, showing easements, setbacks, etc.
 - (c) Name, address and phone number of contractor(s), if any.
 - (d) Scheduled construction start date and scheduled completion date. All projects approved by the A.C.C. must commence within 90 (ninety) days from the date the homeowner/builder was notified by letter of A.C.C. approval. If the project has not started within the 90-day period, the Manager must notify the homeowner/builder to resubmit their application. The Chairman of the A.C.C. will review such resubmissions for approval. The project must again meet the 90-day criterion.

All projects must be completed within 120 days from the date the project commenced.

- (2) For Minor or Routine Items (e.g. fences, poured patios):
 - (a) Description of work: sketches and wording.
 - (b) Materials used.
 - (3) For Complex or Extensive Plans (e.g. pools, additions to structure, new building):
 - (a) Description of work: detailed sketches and wording.
 - (b) Materials: detailed description or bill of materials.
 - (c) Complete and submit A.C.C. Major Project Submission Sheet
- b. Review Procedure ("Routing Flowchart").
- (1) A.C.C. request is received and logged-in by the Manager.
 - (2) Within 2 days of submission, the Manager will deliver the request(s) to one of the three members of the A.C.C., who are not on the Project Review Committee.

- (3) Upon review and comment by a committee member, the request will be delivered by that member to the next member. The Chairman will be responsible to ensure that the project is reviewed in a timely manner and may call on a member of the Project Review Committee to act as an alternate if one of the ACC members is not available due to work assignment, vacation, etc.

The Chairman of the A.C.C. and the Manager are hereby given the following authorities:

- (a) In the case of new roof requests, the Chairman or the Manager may approve submissions which clearly meet the requirements of the deed restrictions and Board Policy without Committee approval, and may disapprove those submissions which do not meet such requirements; and
 - (b) In the case of paint color requests, the Chairman or the Manager may approve submissions which clearly match the pre-approved colors specified in the Association's paint color chart, which is referenced in Policy 240.6 a.(2); and
 - (c) The Chairman may approve other submissions without Committee review where there is a clear potential for property damage to occur if action is not taken immediately, and where the written request clearly meets the requirements of the deed restrictions and Board Policy.
- (4) Upon review and comment by a third and final member, of the ACC, the request will be delivered to the Manager's office.
- (5) Upon its return, the Manager will log and tally the results of the review. A majority of the members must approve the request for it to be accepted. If any member should disapprove a plan, the Committee Chairman is required to re-evaluate that particular project to determine why the member did not approve the request and to assure the project meets the ACC standards as established in the Declaration of Covenants and Restrictions.
- (6) The Manager will advise the resident of the A.C.C.'s disposition by means of an A.C.C. DISPOSITION SHEET, following any additional or special procedure prescribed by the committee.
- (7) Those members selected as the Project Review Committee shall review the entire final approved package to include all drawings and forms.
- (a) All major items outlined in 240.5 a(3) must be inspected by one of the PRC members who shall alternate inspection projects given to them by the Manager. It is envisioned that inspections should be completed within two (2) weeks from completion date of the project. Individual committee members should use their own discretion in inspections during the construction phase.
 - (b) As a minimum, 50% of the projects such as those outlined in Section 240.5 a(2),

should be inspected by one of the PRC members within three (3) weeks from date of completion.

Major and minor projects, as outlined above, will be inspected from the street or the exterior of the residence only.

- (8) After inspection by the Project Review Committee, the appropriate committee member will initial the Routing Form, and return it to the Manager. The Manager will record the results of the inspection by the Project Review Committee on an ACC Log Sheet and file the routing form in the appropriate ACC file. The Manager will maintain a file of all construction verification forms in the office and will inform the responsible Board member of those residents or builders who do not follow construction plans as originally submitted to the ACC.
 - (9) All disapproved requests are to have the box checked: "If you wish additional review . . .". Disapproved requests where construction is initiated or approved requests which have been deviated from, will become deed restriction violations, and will be handled by deed restriction enforcement procedures. This policy pertains to all sections of the Declaration of Covenants and Restrictions within the jurisdiction of the Atascocita C.I.A.
- c. Final Determination. In instances where compliance with architectural control procedures and decisions cannot be achieved, the matter shall be referred to the Board for a determination of whether or not legal action should be initiated.

240.6 A.C.C. APPROVAL REQUIREMENTS. The special requirements for A.C.C. approval are contained within the Declarations and Covenants for each section of the properties. In addition, the following requirements have been adopted to provide further clarification.

- (1) As used in the Declaration of Covenants, Conditions and Restrictions of the Atascocita CIA communities, the phrase "No building shall be erected, placed or altered", the term "altered" shall be interpreted to include repainting, re-bricking, or re-shingling in any color, regardless of how closely the new paint, brick, or shingle matches the pre-existing paint, brick, or shingle.
 - (2) No repainting, re-bricking, or re-shingling, regardless of whether or not the new paint, brick, or shingle matches the pre-existing paint, brick, or shingle, shall be permitted without the prior written approval of the Architectural Control Committee.
 - (3) Each repaint, re-brick, or re-roof will be reviewed on a case-by-case basis as to aesthetic harmony with the community.
- a. Painting. Color samples or "paint chips" of the proposed exterior colors must be submitted with an application to the ACC for written approval.
- (1) If the existing exterior color of the main body of a house, garage or other

improvement on a lot, as well as any trim or accent color does not meet the exterior color scheme as outlined below, then this standard must be met when all or a portion of the existing exterior structure is painted.

- (2) If the existing exterior color scheme is to be changed: The ACC has established a chart depicting acceptable earth-tone or pastel colors and shades of earth-tone and pastel colors for the exteriors of homes and other improvements on lots within the subdivision. The paint chart will be maintained in the Manager's office. Each color sample or paint chip shall be compared to the colors and shades of colors set forth on the color chart to assure that each approved color is harmonious with the style and architecture of the dwelling and with the color scheme established for the subdivision. Each exterior color must be an acceptable shade of an earth-tone or pastel color. As used in these guidelines, "earth-tone" shall mean acceptable shades of beige, brown, gray and white and "pastel" shall mean acceptable shades of yellow, blue, and green as shown on the ACC's color chart. The following additional guidelines shall also apply:
 - (a) Principal Colors of Dwellings. The principal color of the dwelling and garage situated on a lot, including the garage door, must be a muted earth-tone or pastel.
 - (b) Trim. Soffit, fascia board and window trim must also be an earth-tone or pastel color; and may be lighter or deeper shades of trim color than the principal color of the dwelling or garage.
 - (c) Accents. Shutters, window hoods and the exterior surfaces of doors may be painted any acceptable earth-tone or pastel color, including trim colors and certain acceptable shades of dark green, black, blue-gray, rust or dark blue. Window hoods may also be painted in a coppertone metallic based paint.
- b. Shingles. *This Roof Shingle Policy was originally adopted April 8, 1993, and it was revised September 28, 1998.* Due to advances in technology since the time of the drafting of the deed restrictions, and whereas current manufacturers of roofing materials are choosing to no longer specify nor to publish shingle weight specifications, Board of Trustees has adopted the following revised minimum requirements for approval of proposed roofing materials by the Architectural Control Committee. The proposed shingle must either: (1) have a minimum shingle weight of 240-lbs for fiberglass composition shingles; or (2) meet or exceed the "ASTM standard D3462" for tear strength (ASTM representing the American Society for Testing and Materials, with the D3462 standard requiring a minimum 1,700-gram tear strength as tested by an Elmendorf Tear Tester). In any case, the proposed shingle must carry a minimum 25-year warranty, and it must not be "3-tab" in construction.
- c. Fences. *This Fence Policy was officially first adopted by the Association in April of 1989.* In order to avoid the creation of alley ways and to ensure conformity with the external design of the subdivision, the Board of Trustees of the A.C.I.A. adopted the following policy:

- (1) With regard to the location of fences on lots:

No portion of a fence shall be situated on a lot nearer to the street than the front building line. All side and rear fences shall be situated on the side or rear property lines. No side or rear fence shall be set back from the property line. All permitted side or rear fences must be six (6) feet in height unless otherwise approved in writing by the A.C.C.

- (2) With regard to the location of fences on golf course lots (*this portion of the Fence Policy was revised on May 24, 1999*):

- (a) This fence policy is intended to meet two objectives:

- 1) permit the homeowner to enclose swimming pools, protect pets and children, and provide for privacy from the street, and
- 2) maintain a view of the golf course for other homeowners along the course and preserve the appearance of the overall landscape from the golf course.

- (b) To meet both of these objectives, fences parallel to and extending from the lot lines adjoining the golf course are permitted, subject to the following:

- 1) The portion of any fence that is adjacent and parallel to the golf course, or located on a side property line not adjacent to another lot, must be constructed of ornamental metal.
- 2) The portion of any fence extending from the golf course toward a building line must be constructed of ornamental metal, beginning at the golf course, for the great of:
 - a. two-thirds of the distance from the property line adjacent and parallel to the golf course to the rear building line of the "foremost neighboring building." The foremost neighboring building is the building whose rear building line is furthest from the golf course of either (i) the homeowner's building closest to the fence line, or (ii) the building on the adjacent property closest to the fence line; or
 - b. the first twenty-four (24) feet. If the total length of this portion of the fence is less than twenty-four feet, then the entire portion must be constructed of ornamental metal.

Exceptions may be granted by the Architectural Control Committee if either of the rules above would extend the ornamental metal portion of the fence forward beyond the rear building line of (i) the homeowner's building nearest the fence line, or (ii) the building on the adjacent property closest to the fence line. The overall intent of this policy will be the primary guide for granting any exceptions.

- 3) Any ornamental metal portion of fence shall not be less than four (4) feet nor greater than six (6) feet in height. spacing between the pickets shall not be less

than three (3) inches nor greater than six (6) inches.

- 4) If the portion of any fence extending from the golf course toward a building line is to be longer than the ornamental metal section defined in (b), then the forward section may be constructed of ornamental metal or of wood. If this section is of wood, it must be constructed in harmony with the ornamental metal section by graduating the pickets of either section to match the height of the other (for example, if the ornamental metal fence is 4 feet high, and the wooden "privacy" fence is 6 feet high, either the wooden pickets should be stepped down in height or the metal pickets should be stepped up to meet the other section's height). This graduation should take place evenly over a length of fence of between four (4) feet and eight (8) feet.
 - 5) All other portions of fence must meet the current requirements of the ACIA policies.
 - 6) Fences may be allowed to be positioned inside the lot line perimeter provided that no alley-way of less than five (5) feet in width is created by this positioning.
 - 7) All existing fences which do not meet these requirements must be constructed to meet these requirements when all or a portion of the fence is repaired or replaced. No fence or other temporary or permanent structure shall be constructed in such a manner as to obstruct or impede the drainage of water from adjoining properties or cause water to flow onto an adjacent lot.
 - 8) Each new or replaced fence under this policy must be separately reviewed and approved by the Architectural Control Committee to ensure that the fences complement and are compatible with the overall character and aesthetics of the surrounding homes and the community.
- e. Portable Toilets. All contractors for new home construction are required to provide portable restroom facilities for their workers during the construction phase of a home.
- f. Satellite Dishes. All satellite dishes constitute structures and as such, are subject to A.C.C. approval. The A.C.C. will consider requests for the maintenance of a television satellite dish on a lot if the resident proposes a plan under which the satellite antenna dish would be completely hidden from public view by a fence or other suitable screening device so that fellow residents and passers-by would be unaware of the presence of the dish.
- (1) A patio umbrella-type camouflage may be approved as a suitable screening device for satellite dish structures, provided that:
 - (a) the structure must be appropriately located and at ground level; and
 - (b) each structure will be reviewed on a case-by-case basis as to aesthetic harmony and suitable dimension.

- (2) Satellite Dishes Less than Two (2) Feet in Diameter may be approved by the ACC, provided:
- (a) The dish must be attached to the principal dwelling; dishes on free-standing poles will not be approved.
 - (b) The position of the dish will be restricted to the rear of the house (rear of the roof ridge line, gable or center line of the principal dwelling).
 - (c) The dish must not be visible from the primary road in front of the house.
 - (d) The height of the dish must be less than the height of the principal dwelling.
 - (e) Each structure will be reviewed on a case-by-case basis as to aesthetic harmony with the community. The ACC does not imply nor guarantee that these conditions can be met on each and every lot.
- g. Finishing of Attic Rooms and Dormer Windows. Third stories, excluded by the deed restrictions, are defined by the roof line which shall not exceed thirty-five (35) feet in height. Finishing of the attic rooms above the 2nd story and dormer windows, when designed as part of new construction, may be approved by the A.C.C. if, in the judgment of the A.C.C., the two-story appearance of the home is not violated and the aesthetic harmony of the subdivision is maintained. As such, dormer windows should:
- (1) not extend above the horizon of the main roof line;
 - (2) not break the continuity of the second story eaves;
 - (3) not provide an outdoor access;
 - (4) not be accompanied by a porch or exterior stairway;
 - (5) blend with the main roof line;
 - (6) maintain a two-story appearance from all exterior views of the home.
- h. Driveway Additions. Additions to existing driveways may be approved when such addition is not installed in the area between the front corners of the existing building. Further, Further, any addition shall:
- (1) not be located within 3 feet of an interior lot line;
 - (2) match quality and appearance of the existing driveway;
 - (3) blend with the existing driveway curvature; right angles should be avoided or hidden.

Pebble, brick or stone may be approved based on appearance. Circular driveways will be judged on a case-by-case basis.

This policy shall in no way be interpreted to allow the violation of any of the covenants and restrictions as they relate to the parking or storage of vehicles or material on any Lot.

- i. Grading Changes. All construction projects which affect the harmony and/or external design of surrounding grades, shall, once completed, be final graded to meet the harmony and/or external design of the surrounding grades. Such final grade shall not unreasonably cause water to be directed away from and onto adjoining lots causing flooding or standing water. It is the intent that adjacent lots not be disturbed from drainage or run-off conditions that existed prior to adjacent construction.

240.7 EXHIBITS. (Exhibits begin on following page)

Request for A.C.C. Approval
Atascocita Community Improvement Association
 7702 F.M. 1960-East, Suite #302
 Humble, TX 77346

1. Please provide the information requested below, and attach this sheet to your plans.
2. Re-roofing submissions require shingle weight and color to be specified; re-painting submissions must be accompanied by "paint chip" samples.
3. A sketch of the location of the proposed work should be made on a photocopy of the plat of your property (re-roofing or re-painting projects do not require sketches). Scaled architect's, engineer's or contractor's drawings may be used as an alternative if lot lines, easements and building set-back lines are shown. Note: All permitted side or rear fences must be six (6) feet in height unless otherwise approved in writing by the A.C.C. Your request must note any deviation from the standard.
4. The original copy of all submitted plans will be retained by the Committee.
5. Your plans will be reviewed as soon as possible. The Committee is required to act on the plans within 30 days, but the review process rarely takes that long.

NAME: _____

PROPERTY ADDRESS: _____

OFF-SITE MAILING ADDRESS: _____

HOME TELEPHONE: ____ - ____ - ____ SEC: ____ BLK: ____ LOT: ____

MODIFICATION FOR WHICH APPROVAL IS REQUESTED:

NAME OF CONTRACTOR (if any): _____

PHONE: _____ ADDRESS: _____

PROPOSED CONSTRUCTION START DATE: ____/____/____

Your project must start within 90 days from the date of approval, or you must resubmit for approval.

PROPOSED COMPLETION DATE: ____/____/____

All projects must be completed within 120 days from the date the project commenced.

Please Note: Approval of plans submitted will be contingent upon the right of the Project Review Committee (PRC) to make an exterior inspection of the property to assure the improvements and/or addition are constructed in accordance with the plans approved by the Architectural Control Committee. Your signature on this form gives your consent to have the property inspected by the PRC.

SIGNATURE OF APPLICANT: _____ DATE: _____

A.C.C. Major Project Submission Sheet

(for new construction or major modifications)

Atascocita Community Improvement Association

c/o Community Asset Management, Inc.

1. _____ Have you received and read the applicable Deed Restrictions? (Yes/No)
2. _____ Have you included a plot plan showing location of the project? (Yes/No)
3. _____ Have you conformed with the following ACIA Policy? (Yes/No)

All construction projects which affect the harmony and/or external design of surrounding grades, shall, once completed, be final graded to meet the harmony and/or external design of the surrounding grades. Such final grade shall not unreasonably cause water to be directed away from and onto adjoining lots causing flooding or standing water. It is the intent that adjacent lots not be disturbed from drainage or run-off conditions that existed prior to adjacent construction.

**** The following responses apply only to New Home construction ****

Foundation Parameters

4. _____ What is the square footage of the exterior area, excluding the area of attached garages, porches, servant's quarters, or other appurtenances or appendages?
5. _____ What is the slab elevation? You may attach a copy of a Slab Elevation Certificate or a Harris County Building Permit in lieu of providing this figure.

Exterior

6. _____ % What percentage of the exterior of the home is brick / masonry?
7. _____ Have you attached paint chips to this application? (Yes/No) Note: if exterior color is not specified at this time, you must gain approval for house color by separate ACC submission prior to painting.
8. Please provide the following information regarding roof installation:

_____ Roof Type _____ Color _____ Shingle Warranty
Please note that "3-tab" shingles are disallowed in this community.

**CONTRACTORS MUST PROVIDE PORTABLE RESTROOM FACILITIES ON THE
JOB SITE FOR THEIR EMPLOYEES.**

Name _____

Date _____

Current Address _____

Phone _____

RECORDER'S MEMORANDUM:
At the time of recording, this instrument was found to be inadequate for the best photographic reproduction because of illegibility, carbon or photo copy, discolored paper, etc. All blockouts, additions and changes were present at the time the instrument was filed and recorded.

529-96-0731

FILED

2000 JAN -3 AM 8:58

Barbara A. Kuylen
COUNTY CLERK
HARRIS COUNTY, TEXAS

ANY PROVISION HEREIN WHICH RESTRICTS THE SALE, RENTAL, OR USE OF THE DESCRIBED REAL
PROPERTY BECAUSE OF COLOR OR RACE IS INVALID AND UNENFORCEABLE UNDER FEDERAL LAW
THE STATE OF TEXAS
COUNTY OF HARRIS

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

JAN 3 2000



Barbara A. Kuylen

COUNTY CLERK
HARRIS COUNTY TEXAS