



# SUPPLEMENTAL DECLARATION OF COVENANTS, CONDITIONS, AND RESTRICTIONS FOR CITY PARK WEST SECTION 6

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**SUPPLEMENTAL  
DECLARATION OF COVENANTS, CONDITIONS AND RESTRICTIONS FOR  
CITY PARK SINGLE FAMILY (RESIDENTIAL) – CITY PARK WEST, SECTION 6**

THE STATE OF TEXAS    §  
  §  
COUNTY OF HARRIS    §

This SUPPLEMENTAL DECLARATION OF COVENANTS, CONDITIONS AND RESTRICTIONS FOR CITY PARK SINGLE FAMILY (RESIDENTIAL) – CITY PARK WEST, SECTION 6 (this “*Supplemental Declaration*”) is made by GBF/LIC 288, Ltd., a Texas limited partnership (the “*Declarant*”), to be effective as of the date set forth below.

**RECITALS**

A. GBF/LIC 288, Ltd., a Texas limited partnership, as Declarant, previously executed that certain Declaration of Covenants, Conditions and Restrictions for City Park Single Family (Residential) recorded on December 24, 2003, under County Clerk's File No. X283888 in the Official Public Records of Harris County, Texas (the “*Original Declaration*”). City Park Homeowners Association, Inc., a Texas non-profit corporation, executed that certain (i) First Amendment to Declaration of Covenants, Conditions and Restrictions for City Park Single Family (Residential) recorded on June 24, 2004, under County Clerk's File No. X715598 in the Official Public Records of Harris County, Texas (the “*First Amendment*”) and (ii) Second Amendment to Declaration of Covenants, Conditions and Restrictions for City Park Single Family (Residential) recorded on December 17, 2004, under County Clerk’s File No. Y136582 in the Official Public Records of Harris County, Texas (the “*Second Amendment*”). The Original Declaration, as modified by the First Amendment and the Second Amendment, is hereinafter referred to as the “*Declaration*”: All terms not otherwise defined herein shall have the same meaning as in the Original Declaration.

B. Pursuant to **Section 8.3** of the Declaration, additional land may be annexed and subjected to the provisions of the Declaration by Declarant, without the consent of the Members, within 10 years of the date that the Original Declaration was recorded in the Official Public Records of Real Property of Harris County, Texas.

C. Declarant is the owner of the tract of land described as follows (such tract of land being referred to as “*City Park West, Section 6*”):

Section 6 of City Park West, a subdivision in Harris County, Texas according to the map or plat thereof recorded under Film Code No. 633113 of the Map Records of Harris County, Texas.

D. Declarant desires to subject City Park West, Section 6, save and except any unrestricted reserves therein, to the general and uniform plan for the improvement, development, sale and use as described in the Declaration, for the benefit of the present and future owners of the lots therein.

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COMMERCIAL**

NOW THEREFORE, City Park West, Section 6, save and except any unrestricted reserves therein, shall be held, transferred, sold, conveyed, occupied and enjoyed subject to the covenants, conditions, easements, charges, liens and restrictions set forth in the Declaration, subject only to the following modifications:

1. **Builder.** The term “***Builder***” means Lennar Homes of Texas Land and Construction, Ltd., a Texas limited partnership, and Legend Classic Homes, a Texas limited partnership or other home building company designated by Declarant.

2. **Lots.** The term “***Lot***” or “***Lots***” means each of the Lots shown on the City Park West, Section 6 Plat, regardless of the designated type. As used herein, “***City Park West, Section 6 Plat***” means the Plat for City Park West, Section 6, recorded under Film Code No. 633113 of the Map Records of Harris County, Texas, and any replat thereof.

3. **Property.** The term “Property” as used in the Declaration also includes all of City Park West, Section 6, a subdivision in Harris County, Texas, according to the plat thereof recorded under Film Code No. 633113 of the Map Records of Harris County, Texas, save and except any unrestricted reserves shown on plats of such Property.

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

The Residential Dwelling on each Lot must have (A) at least 51% of the entire front exterior wall area below eight (8') above the foundation, and (B) at least 51% in the aggregate of the exterior wall area of all other sides below 8 feet above the foundation and which are visible from any street, constructed of brick, brick veneer, stone, stone veneer or other material approved by the Architectural Review Committee. All homes must have clearly displayed house numbers in cast stone or other material which is attached to the main residence and has been approved by the Architectural Review Committee. The Architectural Review Committee may promulgate or amend Architectural Guidelines specifically with respect to City Park West, Section 6 which provides additional requirements in connection with construction of the Residential Dwellings and landscaping.

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

The Owner of each Lot shall be responsible for keeping and maintaining the yard and all vegetation (including, without limitation, the lawn and landscaped beds) located in such Lot in a sanitary, healthful, neat and attractive manner. Without limited the generality of the foregoing, the Owner or occupant of a Lot shall adequately water all grass and other vegetation, mow and edge the grass, and keep the yard and landscaped beds free of weeds, debris and dead or deceased grass, shrubs and trees. In no event shall an Owner or occupant of a Lot use any Lot for the storage of materials and equipment (except for normal residential requirements or incident to construction of

Improvements thereon as herein permitted) or permit the accumulation of garbage, trash or rubbish of any kind thereon. The Owner or occupant of a Lot shall not burn anything on any Lot, except in fireplaces approved by the Architectural Review Committee. The Owner or occupant of a Lot at the intersection of streets, where the yard or portion of the Lot is visible to full public view shall construct and maintain a suitable enclosure approved in writing by the Architectural Review Committee to screen the following from public view: yard equipment, wood piles and storage piles that are incident to the normal residential requirements of a typical family. In the event that the Owner or occupant of a Lot fails to maintain his Lot in a sanitary, healthful, neat and attractive manner, the Association may, after ten (10) days written notice to the Owner or occupant of the Lot, at its option, without liability to the Owner or occupant of the Lot in trespass or otherwise, enter upon said Lot and water the grass and other vegetation, clean and weed the landscape beds, remove any dead or diseased grass, shrubs or trees, mow and edge the grass, trim bushes and trees, remove any trash or debris, and do anything else necessary or desirable to secure compliance with this Declaration and may charge the Owner and/or occupant of the Lot for the cost of such work. The Owner or occupant, as the case may be, agrees by the purchase or occupancy of such Lot, to pay such changes, plus fifty percent (50%) of such costs and overhead and supervision immediately upon receipt of the corresponding statement. Payment of such changes shall be secured by the lien against the Lot in question created in Article V of the Declaration.

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

The minimum allowable area of interior living space in any Residential Dwelling on any Lot shall be one thousand (1,000) square feet. For the purposes of these Restrictions, the term "*interior living space*" excludes steps, porches, exterior balconies and garages.

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

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

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

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

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

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

10. **Date of Commencement and Determination of Annual Maintenance Charge.** Section 5.4 of the Declaration is hereby restated as follows:

The initial maximum Annual Maintenance Charge provided for herein shall be established as to all Lots, as applicable, on the first day of the month following the conveyance of the first Lot by Declarant. On or before the 30<sup>th</sup> day of November in each year, the Board of Directors of the Association shall fix the amount of the Annual Maintenance Charge to be levied against each Lot, as applicable, in the next calendar year. Written notice of the figure at which the Board of Directors of the Association has set the Annual Maintenance Charge shall be sent to every Owner. Provided that, the failure to fix the amount of any of the Annual Maintenance Charge or to send written notice thereof to applicable Owners shall not affect the authority of the Association to levy assessments or increase assessments as provided in this Declaration.

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

*[Signatures on following page.]*

IN WITNESS WHEREOF, the undersigned, being Declarant and Lienholder, have executed this Supplemental Declaration on the date(s) set forth below, to become effective upon recording in the Official Public Records of Real Property of Harris County, Texas.

DECLARANT:

GBF/LIC 288, LTD., a Texas limited partnership

By: First Land Investment Corporation,  
Its Managing General Partner

By: *Thomas H Burleson*

Name: Thomas H Burleson

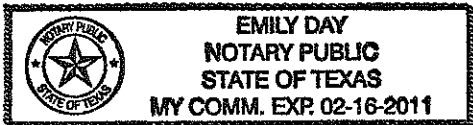
Its: Executive Vice President

Date: *June 8, 2010*

THE STATE OF TEXAS    §  
  §  
COUNTY OF HARRIS    §

BEFORE ME, the undersigned Notary Public, on this day personally appeared Thomas H. Burleson, Executive Vice President of First Land Investment Corporation, the managing general partner of GBF/LIC 288, Ltd., a Texas limited partnership, on behalf of such corporation and limited partnerships.

GIVEN UNDER MY HAND AND SEAL OF OFFICE on this the *8<sup>th</sup>* day of June, 2010.



*Emily Day*  
Notary Public in and for the State of Texas

EK 017 - 57 - 2157

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# Pages 6  
06/16/2010 11:08:30 AM  
e-Filed & e-Recorded in the  
Official Public Records of  
HARRIS COUNTY  
BEVERLY KAUFMAN  
COUNTY CLERK  
Fees 32.00

RECORDERS MEMORANDUM

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

Any provision herein which restricts the sale, rental, or use of the described real property because of color or race is invalid and unenforceable under federal law.

THE STATE OF TEXAS

COUNTY OF HARRIS

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



*Beverly Kaufman*  
COUNTY CLERK  
HARRIS COUNTY, TEXAS