

DECLARATION OF COVENANTS,
CONDITIONS AND RESTRICTIONS
HANNOVER ESTATES, SECTION ONE (1)
(A/K/A HANNOVER FOREST)

JLL

THE STATE OF TEXAS §
 § 04/28/97 300109959 8425230 \$43.00
COUNTY OF HARRIS §

This Declaration is made on the date hereinafter set forth by GEORGE WIMPEY OF TEXAS INC., a Texas Corporation, doing business as MORRISON HOMES, hereinafter referred to as "Declarant".

W I T N E S S E T H

WHEREAS, Declarant is the owner of that certain property known as HANNOVER ESTATES, SECTION ONE (1), a subdivision in Harris County, Texas, according to the Map or Plat thereof, recorded under County Clerk's File Number S421138 and Film Code Reference Number 387116 of the Map Records of Harris County, Texas, to-wit:

- Lots 1 through 28, inclusive of Block 1
- Lots 1 through 16, inclusive of Block 2
- Lots 1 through 28, inclusive of Block 3
- Lots 1 through 18, inclusive of Block 4
- Lots 1 through 48, inclusive of Block 5

Reserves A through D, inclusive

WHEREAS, it is the desire of Declarant to place certain restrictions, covenants, conditions, stipulations and reservations upon and against Hannover Estates, Section One (1) (a/k/a Hannover Forest Subdivision) in order to establish a uniform plan for the development, improvement and sale of such property, and to insure the preservation of such uniform plan for the benefit of both the present and future owners in said subdivision.

NOW THEREFORE, Declarant hereby adopts, establishes and imposes upon the Properties (hereinafter defined) which includes, without limitation, those above described lots in Hannover Estates, Section One (1), the following reservations, easements, restrictions, covenants and conditions applicable thereto, all of which are for the purpose of enhancing and protecting the value, desirability and attractiveness of the Properties, which reservations shall run with the Properties and shall be binding upon all parties having or acquiring any right, title or interest therein, or any part thereof, and shall inure to the benefit of each owner thereof.

ARTICLE I.

Definitions

Section 1. "Association" shall mean and refer to the HANNOVER FOREST HOMEOWNERS ASSOCIATION, a Texas non-profit corporation, its successors and assigns.

Section 2. "Owner" shall mean and refer to the record owner, whether one or more persons or entities, of a fee simple title to any lot which is a part of the Properties (as hereinafter defined), including contract sellers, but excluding those having such interest merely as security for the performance of an obligation and those having only an interest in the mineral estate.

Section 3. "Properties" shall mean and refer to all of that certain real property covered, included or shown on the subdivision plat or map hereinbefore described, subject to the reservations set forth here in and/or in the subdivision plat, together with any improvements now or hereafter placed thereon and any additional

properties and improvements made subject to the terms hereof pursuant to the provisions set forth herein.

Section 4. "Lot" and/or "Lots" shall mean and refer to any plot of land as described above and all lots annexed pursuant to Section 11 of Article VI hereof, exclusive of reserves and Common Area, if any.

Section 5. "Common Area" shall mean all property owned by the Association or for which it has the right or obligation to preserve and maintain for the common use and benefit of the Owners and/or the Declarant and without regard to whether or not located in the above-described subdivision.

Section 6. "Declarant" shall mean and refer to GEORGE WIMPEY OF TEXAS INC., doing business as MORRISON HOMES, its successors and assigns, if such successors and assigns are so designated in writing by Declarant as the successors and assigns of all of Declarant's rights hereunder.

Section 7. "Subdivision" shall mean and refer to the Properties and any additional properties which may hereinafter be brought within the scheme of this Declaration pursuant to the provisions set forth herein and hereafter brought within the jurisdiction of the Association.

Section 8. "Architectural Control Committee" or "Committee" shall mean and refer to Hannover Forest Architectural Control Committee provided for in Article IV hereof.

Section 9. "Hannover Forest Homeowners Association" or "Association" shall mean the non-profit Texas Corporation by such name incorporated on _____, 199__, under Charter No. _____, its successors and assigns.

ARTICLE II.

Reservations, Exceptions, Easements and Dedications

Section 1. Recorded subdivision plat of the Properties. The recorded subdivision plat of the Properties dedicate for use as such, subject to the limitations as set forth therein, the streets and easements shown thereon, and the restrictions applicable to the Properties, including without limitation, certain minimum setback lines. The dedications, limitations, restrictions and reservations shown on the recorded plat of the subdivision are incorporated herein and made a part hereof as if fully set forth herein, and shall be construed as being adopted in each and every contract, deed or conveyance executed or to be executed by or on behalf of Declarant, conveying said Properties or any part thereof, whether specifically referred to therein or not.

Section 2. Easements: (a) Declarant reserves for the public use, the easements and rights-of-way shown on the recorded subdivision plat of the Properties for the purpose of constructing, maintaining and repairing a system of electric lighting, electric power, telegraph and telephone line or lines, gas, water, sewers, cable television and any other utility Declarant sees fit to install or cause to be installed in, across, over and/or under the Properties. Declarant reserves the right to make changes in and additions to the above easements for the purpose of most efficiently and economically installing the improvements. The Declarant using the easements herein referred to shall not be liable for any damages done by it or its assigns, their agents, employees, or servants, to fences, shrubbery, trees or flowers or any other property of the owner of the Lot covered by said easements.

(b) There is reserved for Declarant a three (3) foot wide unobstructed drainage easement adjacent and parallel to each of the side and rear lot lines of each Lot, together with

the right of ingress and egress for the purpose, without liability to Owner, of excavating to the extent reasonably necessary, and constructing, maintaining, repairing, and reconstructing drainage swales as part of the surface water drainage system of the Lot and the Properties. Unless Declarant shall otherwise approve, each drainage easement shall remain unobstructed by any structures, pavement or landscaping plantings that may impede the free flow of surface water drainage. Any construction of drainage swales and other drainage improvements undertaken by Declarant on the easement area shall be for the account of the Lots benefited by such work, and the Owners of the Lots so benefited shall pay Declarant for its work promptly upon receipt of an invoice for the work. To secure the payment of such charges in the event of nonpayment, a continuing and contractual lien is retained in favor of Declarant identical in terms to the assessment lien described in Article VI of this Declaration of Covenants, Conditions and Restrictions.

(c) There is reserved for Declarant a three (3) foot wide construction and maintenance easement adjacent and parallel to each of the rear and side lot lines of all Lots that abut a landscape reserve, greenbelt or major thoroughfare where Declarant has constructed or intends to construct a fence within or along the landscape reserve or public rights-of-way, together with the right of ingress and egress for the purposes, without liability to Declarant, of constructing, repairing, and/or reconstructing the fence. The easement area shall remain unobstructed of any structures or plantings that would prohibit access to the fence for construction and maintenance purposes.

Section 3. Title subject to easements. It is expressly agreed and understood that the title conveyed by Declarant to any of the Properties by contract, deed or other conveyance shall be subject to any easements affecting same for roadways or drainage, water, gas, storm sewer, electric lighting, electric power, telephone, telegraph or other utility purposes. The Owner of the respective Lot(s) shall not be deemed to separately own pipes, wires, conduits or other service lines running through the Lot(s) or other property which are utilized for or service other Lots, but each owner shall have an easement in and to the aforesaid facilities as shall be necessary for use, maintenance and enjoyment of his or her Lot.

Section 4. Initial Construction Period - Repurchase Option. Each Owner shall commence or cause to be commenced construction of initial improvements of a single family dwelling as herein specified on or before six months from the date of conveyance of the Lot(s) from Declarant and diligently proceed to final completion (meaning ready for occupancy) within nine additional months (plus a period of time equal to the duration of delays caused by reason of fire, act of God, shortage of labor or material, strike, lockout, casualty or other conditions/occurrences beyond Owner's control). If Owner should fail to perform this construction obligation, Owner will, at Declarant's option and upon tender to Owner in cash of a sum equal to ninety percent (90%) of the purchase price paid by Owner for the Lot(s), reconvey the Lot(s) to Declarant by special warranty deed free and clear of any liens and encumbrances other than those to which the original conveyance was subject and any express lien created for the purpose of financing the improvements, if any. This conditional repurchase option shall terminate upon substantial completion of the improvements on any Lot or fifteen (15) months from the date of conveyance (plus a period of time for delays beyond Owner's control), whichever shall first occur.

If Owner should execute a deed of trust to secure a construction loan made to Owner and informs Declarant in writing the name and identity of Owner's mortgagee, then at any time when Declarant considers Owner to be in default under the terms of this paragraph, Declarant shall give written notice to the mortgagee at the address furnished, and the mortgagee shall have a reasonable time within which to foreclose its lien, acquire title to and

possession of the Lot(s), and comply with the provisions of this paragraph. While the mortgagee is attempting and proceeding in good faith to accomplish foreclosure, Declarant will not exercise its conditional repurchase option but in turn, Declarant's repurchase option shall likewise be extended to a period of time of one (1) month beyond receipt of written notice by Declarant of such final foreclosure from the mortgagee.

ARTICLE III.

Use Restrictions

Section 1. Single family residential construction. No building or structure shall be erected, altered, or permitted to remain on any Lot other than one detached, single-family dwelling used and occupied for residential purposes only, and not to exceed two and one-half (2 & 1/2) stories in height. Each such dwelling on a Lot shall have an attached or detached garage for two (2) but not more than three (3) cars, with a height not greater than the main residence on the Lot, provided that the Architectural Control Committee may, in its discretion, permit the construction of a garage for more than three (3) cars, such permission to be granted in writing as hereinafter provided. As used herein, the term "residential purposes" shall (except as provided in Article III., Section 8) be construed to prohibit mobile homes or trailers being placed on the Lots, or the use of said Lots for garage apartments, or apartment houses; and no Lot shall be used for business or professional purposes of any kind, nor for any commercial or manufacturing purposes. No building of any kind, with the exception of lawn storage or children's playhouses, not to exceed eight (8) feet in height, shall ever be moved onto any Lot within said subdivision, it being the intention that only new construction shall be placed and erected thereon, except with the prior written consent of the Architectural Control Committee.

Section 2. Minimum square footage within improvements. The living area on the ground floor of the main residential structure (exclusive of porches, garages and servants' quarters) shall not be less than 1200 square feet for one-story dwellings. The total living area for a multi-story dwelling shall be not less than 1800 square feet with second floors not exceeding by 110% the square footage of the total slab area. The Architectural Control Committee, at its sole discretion, is hereby permitted to approve deviations in any building area herein prescribed in instances, which in its sole judgment, such deviation would result in a more common beneficial use. Such approvals must be granted in writing and when given will become part of this Declaration of Covenants, Conditions and Restrictions to the extent of the particular Lot involved.

Section 3. Exterior materials. The exterior materials of the main residential structure and any attached garage and servants' quarters shall be not less than fifty-one (51%) percent masonry on the ground floor, unless otherwise approved in writing by the Architectural Control Committee in advance of any construction thereon.

Section 4. Sidewalks. Upon completion of construction of a house on a Lot, a concrete sidewalk four (4) feet wide shall be constructed parallel to the curb two (2) feet from the property line along the entire front of the Lot. In addition thereto, a concrete sidewalk four (4) feet wide shall be constructed parallel to the curb two (2) feet from the property line along the entire side of any corner Lot. The plans for each residential building on each Lot shall include or have affixed or submitted therewith by separate document plans and specifications for such sidewalks and same shall be constructed and completed before the main residence is occupied.

Section 5. Location of the improvements upon the Lot. No structure shall be located on any Lot nearer to the front property

line or nearer to the side property line than the building line shown on the recorded plat; however, in no instance shall a building be located nearer to the front property line than twenty-five (25) feet or twenty (20) feet in the case of cul-de-sacs, unless approved in writing by the Architectural Control Committee. Subject to the provisions of Section 6 below, no part of any residential building, or garage shall be located nearer than five (5) feet to an interior side lot line or ten (10) feet to any exterior lot line on a corner Lot except that a garage or other permitted accessory building located sixty (60) feet or more from the front Lot line may be a minimum distance of three (3) feet from an interior Lot line. For the purposes of this section, eaves, steps and unroofed terraces shall not be considered as part of a building; provided, however, that this shall not be construed to permit any portion of the building on any Lot to encroach upon another Lot. Unless otherwise approved in writing by the Architectural Control Committee, each main residential building shall face the front building line of the Lot on which it is located.

Section 6. Composite building site. The Owner of one or more adjoining Lots (or portions thereof) may consolidate these Lots or portions into one residential building site, with the privilege of constructing improvements on the resulting composite building site. Setback lines for the resulting composite building site shall be measured from the resulting interior property lines rather than from the Lot lines shown on the plat to be recorded. The frontage of each composite building site at the building setback line shall not be less than the minimum frontage of the other Lots in the same block. Each composite building site shall be assessed as though it were one Lot.

Section 7. Prohibition of certain activities. No activity, whether for profit or not, shall be carried on any Lot which is not related to single family residential purposes. [No noxious or offensive activity of any sort shall be permitted nor shall anything be done on any Lot which may be, or may become, an annoyance or a nuisance to the neighborhood.] This restriction is waived in regard to the normal sales activities required to sell or build homes in the Subdivision and the lighting effects utilized to display sales offices or model homes or construction.

Section 8. Use of temporary structures. No structure of a temporary character, whether trailer, tent, shack, garage, barn or other outbuilding shall be maintained or used on any Lot at any time as a residence, or for any other purpose, with the exception of lawn maintenance equipment or supply storage or children's playhouses; provided, however, that Declarant reserves the exclusive right to erect, place and maintain such facilities or allow to be erected, placed or maintained such facilities in or upon any portions of the Properties as in its sole discretion may be necessary or convenient while selling Lots, selling or constructing residences and constructing other improvements upon the Properties or upon properties located in additional, future platted sections contiguous or adjacent to this section. Such facilities may include, but not necessarily be limited to, sales and construction offices, storage areas, model units, signs and portable toilet facilities.

Section 9. Storage of automobiles, boats, trailers, recreational vehicles and other vehicles. No motor vehicle may be parked or stored on any part of any Lot, easement, right-of-way, or Common Area or in the street adjacent to any Lot, easement, right-of-way, or Common Area unless such vehicle does not exceed either six feet six inches in height, and/or seven feet six inches in width and/or twenty-one feet in length and is concealed from public view inside a garage or other approved enclosure, except passenger automobiles, passenger vans (the term "passenger vans" specifically excludes motor homes and recreational vehicles), motorcycles, pick-up trucks, or pick-up trucks with attached-bed campers, that are in operating condition, have current license

plates and inspection stickers, and are in daily use as motor vehicles on the streets and highways of the State of Texas and which do not exceed six feet six inches in height, and/or seven feet six inches in width and/or twenty-one feet in length. No non-motorized vehicle, trailer, boat, marine craft, hovercraft, aircraft, machinery or equipment of any kind may be parked or stored, on any part of any Lot, easement, right-of-way, or Common Area or in the street adjacent to such Lot, easement, right-of-way, or Common Area unless such object is concealed from public view inside a garage or other approved enclosure. The phrase "approved enclosure" as used in this paragraph shall mean any fence, structure, or other improvement approved in writing by the Architectural Control Committee. If a complaint is received about a violation of any part of this Section, the Architectural Control Committee will be the final authority on the matter. This restriction shall not apply to any vehicle, machinery, or maintenance equipment temporarily parked and in use for the construction, repair or maintenance of a house or houses in the immediate vicinity. Any vehicle parked in violation of this Section or parking rules promulgated by the Board may be towed.

Section 10. Mineral Operation. No oil, gas or other mineral drilling, oil, gas or other mineral development operations, oil, gas or other mineral refining, quarrying, or mining operation of any kind shall be permitted on or under any Lot, nor shall any wells, tanks, tunnels, mineral excavation, or shafts be permitted on or under any Lot. No derrick or other structures designed for the use in boring for oil, gas or other minerals shall be erected, maintained or permitted on any Lot.

Section 11. Animal husbandry. No animals, livestock or poultry of any kind shall be raised, bred or kept on any Lot, except that dogs, cats or other common household pets may be kept, provided that they are not kept, bred or maintained for commercial or business purposes. No more than two (2) of each specie of pet will be permitted on each Lot. If common household pets are kept, they must be confined to a fenced backyard (such fence shall encompass the entire backyard) or within the house. When away from the Lot, the pet must be on a leash at all times.

Section 12. Walls, fences and hedges. No hedge in excess of three (3) feet in height, walls or fence shall be erected or maintained nearer to the front Lot line than the plane of the front exterior wall of the residential structure on such Lot. No side nor rear fence, wall, or hedge shall be more than eight (8) feet high. All fences must be constructed of wood, and no chain link fence shall be placed on any Lot without the express prior approval, in writing, of the Architectural Control Committee, such approval to be granted as hereinafter provided, except to enclose a swimming pool or tennis court, if such chain link fence is not visible from any street.

Section 13. Visual obstruction at the intersections of public streets. No object or thing which obstructs sight lines at elevations between two (2) feet and eight (8) feet above the roadway within the triangular area formed by the intersecting street property lines and a line connecting them at points ten (10) feet from the intersection of the street property lines or extension hereof shall be placed, planted or permitted to remain on any corner Lots.

Section 14. Lot maintenance. The Owners or occupants of all Lots shall at all times keep all weeds and grass thereon cut in a sanitary, healthful and attractive manner, and shall in no event use any Lot for storage of materials and equipment except for normal residential requirements as incident to construction of improvements thereon as herein permitted. All fences, if any, which have been erected on any Lot by Declarant or otherwise shall be maintained in good repair by Owner, and owner shall promptly repair or replace the same in the event of partial or total destruction. The drying of clothes in full public view is

prohibited and the Owner(s) or occupants of any Lots at the intersection of streets or adjacent to parks, playgrounds or other facilities where the rear yard or portion of the Lot is visible to public view shall construct and maintain a suitable enclosure to screen the following from public view: the drying of clothes, yard equipment, or storage piles which are incident to the normal residential requirements of a typical family. No Lot shall be used or maintained as a dumping ground for rubbish. Trash, garbage or other waste materials shall not be kept except in sanitary containers, constructed of metal, plastic or masonry materials with sanitary covers or lids. Containers for the storage of trash, garbage and other waste materials must be stored out of public view. Equipment for storage or disposal of such waste materials shall be kept in a clean and sanitary condition and shall be stored out of public view. No hazardous or toxic substances, materials or waste may be kept or maintained on any of the Properties in violation of any applicable law, rule, ordinance or regulation of any governmental authority having jurisdiction. New building materials used in the construction of improvements erected upon any Lot may be placed upon such Lot at the time construction is commenced and may be maintained thereon for a reasonable time, so long as the construction progresses without undue delay, until the completion of the improvements, after which these materials shall either be removed from the Lot or stored in a suitable enclosure on the Lot.

In the event of a violation by the Owner or occupant of any Lot of any covenant, condition, or restriction imposed upon the Owner or Lot in this Article III and the violation continues after ten (10) days written notice thereof, or in the event the Owner or occupant has not proceeded with due diligence to complete the appropriate repairs and maintenance after such notice, the Association shall have the right (but not the obligation), through its agents or employees, to repair, maintain or restore the Lot, the exterior of the residence, the fence and any other improvement located thereon. To the extent necessary to prevent rat infestation, diminish fire hazards and accomplish any of the above needed repairs, maintenance and/or restoration, the Association shall have the right, through its agents and employees, to enter any residence or improvements located upon such Lot. The Association may enter onto any Lot and/or improvement and cut the weeds and grass, edge the lawn around the curb, cause to be removed garbage, trash and rubbish or do any other thing necessary to secure compliance with this covenant. The Association may render a statement of charge to the Owner or occupant of such Lot for the cost of such work. The Owner and occupant agree by the purchase and/or occupation of the Lot to pay such statement immediately upon receipt. The cost of such work, plus interest thereon at the maximum rate permitted under the laws of the State of Texas, shall become a part of the assessment payable by said Owner and/or occupant and payment thereof shall be secured by the maintenance lien hereinafter retained. The Association, its agents and employees, shall not be liable, and are hereby expressly relieved from any liability, for trespass or other tort in connection with the performance of the exterior maintenance and other work authorized herein.

Section 15. Signs, advertisements, billboards. Except for signs owned by Declarant or by builders advertising their homes during the period of original construction and home sale, no sign, poster, advertisement or billboard or advertising structure of any kind other than a normal "For Sale" sign not to exceed five (5) square feet in total size may be erected or maintained on any Lot in said Subdivision on or any of the Properties. Declarant, the Architectural Control Committee or their respective assigns, will have the right to remove any sign, advertisement, billboard, or advertising structure that does not comply with the above, and in so doing shall not be subject to any liability of trespass or other tort in the connection therewith or arising from such removal.

Section 16. Antennae. No antenna or device of any type (including, without limitation, for transmitting or receiving radio, television or other electronic signals) shall be erected, constructed, placed or permitted to remain on any Lot, house or building exterior.

Section 17. Roof Ventilators. All roof ventilators (other than ridge ventilators) shall be located to the rear of the roof ridge line and/or gable of any structure and shall not extend above the highest point of such structure, so as not to be visible from any public street. The Architectural Control Committee may approve exceptions to this restriction when energy conservation and heating/cooling efficiency require ventilators that, because of a particular roof design, cannot be hidden from public view.

Section 18. Landscaping. The Owner of each Lot, as a minimum, prior to completion of the construction of a residential dwelling shall be required to landscape the Lot to meet the then minimum requirements for a FHA/VA approved subdivision, which may include solid sod with grass the area between the residential dwelling and the curb line (s) of the abutting street(s). The grass or other landscaping shall be of a type and within standards approved by the Architectural Control Committee.

Section 19. Cable Television. Declarant reserves the right to hereafter enter into a franchise or similar type agreement with one or more cable television companies and Declarant shall have the right and power in such agreement or agreements to grant to such cable television company or companies the uninterrupted right to install and maintain communications cable and related ancillary equipment and appurtenances within the utility easements or rights-of-way reserved and dedicated herein and in the plat referenced above or any future plat and Declarant does hereby reserve unto itself, its successors and assigns, the sole and exclusive right to obtain and retain all income, revenue and other things of value paid or to be paid by such cable television companies to Declarant pursuant to any such agreements between Declarant and such cable television companies.

Section 20. Mailboxes. Mailboxes on any Lot are not permitted by the U.S. Postmaster or Postal Service. All mail delivery will be made to cluster boxes as approved by the U. S. Postmaster or Postal Service.

Section 21. Private utility lines. All electrical, telephone, and other utility lines and facilities which are located on a Lot and are not owned by a governmental entity or a public utility company shall be installed in underground conduits unless otherwise approved in writing by the Architectural Control Committee.

Section 22. Underground electric service. An underground electric distribution system will be installed in that part of Hannover Estates, Section One (1) designated Underground Residential Subdivision, which underground service area shall embrace all Lots in Hannover Estates, Section One (1). This electrical distribution system shall consist of overhead primary feeder circuits constructed on wood or steel poles, single or three phase, as well as underground primary and secondary circuits, pad mount or other types of transformers, junction boxes, and such other appurtenances as shall be necessary to make underground service available. The Owner of each Lot in the Underground Residential Subdivision shall, at his or her own cost, furnish, install, own and maintain (all in accordance with the requirements of local governing authorities and the National Electrical Code) the underground service cable and appurtenances from the point of the electric company's metering on a customer's structure to the point of attachment at such company's installed transformers or energized secondary junction boxes, such point of attachment to be made available by the electric company at a point designated by such company at the property line of each Lot. The electric company furnishing service shall make the necessary connections at

said point of attachment and at the meter. In addition, the Owner of each such Lot shall, at his own cost, furnish, install, own and maintain a meter loop (in accordance with then current standards and specifications of the electric company furnishing service) for the location and installation of the meter of such electric company for the residence constructed on such Owner's Lot. For so long as underground service is maintained in the Underground Residential Subdivision, the electric service to each Lot therein shall be underground, uniform in character and exclusively of the type known as single phase, 120/140 volt, three-wire, 60-cycle alternating current.

The electric company has installed the underground electric distribution system in the Underground Residential Subdivision at no cost to Declarant (except for certain conduits, where applicable) upon Declarant's representation that the Underground Residential Subdivision is being developed for single-family dwellings and/or townhouses of the usual and customary type, constructed upon the premises, designed to be permanently located upon the Lot where originally constructed and built for sale to bona fide purchasers (such category of dwelling and/or townhouses expressly excludes, without limitation, mobile homes and duplexes). Therefore, should the plans of Lot Owners in the Underground Residential Subdivision be changed so that dwellings of a different type will be permitted in such Subdivision, the company shall not be obligated to provide electric service to a Lot where a dwelling of a different type is located unless (a) Owner has paid to the company an amount representing the excess in cost, for the entire Underground Residential Subdivision, of the underground distribution system over the cost of equivalent overhead facilities to serve such Subdivision, or (b) the Owner of such Lot, or the applicant for service, shall pay to the electric company the sum of (1) \$1.75 per front lot foot, it having been agreed that such amount reasonably represents the excess in cost of the underground distribution system to service such Lot, plus (2) the cost of rearranging and adding any electric facilities serving such Lot, which rearrangement and/or addition is determined by the company to be necessary.

The provisions of the two preceding paragraphs also apply to any future residential development in Reserve(s) shown on the plat of Hannover Estates Subdivision, Section One (1), as such plat exists at the execution of the agreement for underground electric service between the electric company and Declarant or thereafter. Specifically, but not by way of limitation, if a Lot Owner in a former Reserve undertakes some action which would have invoked the above per front lot foot payment if such action had been undertaken in the Underground Residential Subdivision, such owner or applicant for service shall pay the electric company \$1.75 per front lot foot, unless Declarant has paid the electric company as above described. The provisions of the two preceding paragraphs do not apply to any future nonresidential development in such Reserve(s).

Section 23. Curb Ramps. If required by applicable federal, state or local law, curbs with accompanying sidewalks shall have curb ramps (depressions in the sidewalk and curb) at all crosswalks to provide safe and convenient movement of physically handicapped persons confined to wheelchairs. Such curb ramps will be provided at the time of construction of any sidewalks and shall be constructed in accordance with specifications provided by the applicable governmental authority.

Section 24. Pools. No above-ground swimming pool shall be erected, constructed or installed on any Lot.

Section 25. Lighting. Except for traditional holiday decorative lights, which may be displayed for two (2) months prior to and one (1) month after any commonly recognized holiday for which such lights are traditionally displayed, all exterior lights must be approved by the Architectural Control Committee in

accordance with Article IV of this Declaration of ~~Covenants~~ Conditions and Restrictions.

Section 26. 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 Lot and the Properties and any violation thereof may be considered a violation of this Declaration; provided, the Association shall have no obligation to take action to enforce such laws, statutes, ordinances, and rules nor any liability for its failure to do so.

ARTICLE IV.

Architectural Control Committee

Section 1. Approval of building plans. No building, fence, wall, or other structure shall be commenced, erected, placed, or altered on any Lot, or any Common Area, nor shall any exterior addition to or change or alteration therein be made until the construction plans and specifications describing the nature, kind, shape, height, materials and a plot plan showing the location of same, have been approved in writing as to harmony of exterior design and color with existing structures and location with respect to topography and finished grade elevation, by the Architectural Control Committee. A copy of the construction plans and specifications and a plot plan, together with such information as may be deemed pertinent, shall be submitted to the Architectural Control Committee, or its designated representative, prior to commencement of construction. The Architectural Control Committee may require the submission of such plans, specifications, and plot plans, together with such other documents as it deems appropriate, in such form and detail as it may elect, at its entire discretion. In the instance of a builder intending to build more than one house in the Properties, the Architectural Control Committee shall establish a procedure whereby it may review the building plans and specifications and a typical plot plan for several different types of houses the builder plans to build in the Properties and based upon said review, such Committee may approve such plans and specifications and typical plot plan and such builder may thereafter construct houses based on such plans and specifications and typical plot plan on any Lots it owns in the Properties and shall not be required to have plans and specifications and a plot plan approved on a Lot by Lot basis. The Architectural Control Committee shall have full and complete authority to approve construction of any improvements on any Lot or any Common Area, and its judgment shall be final and conclusive.

Section 2. Committee membership. The Architectural Control Committee members shall be initially composed of Vincent Pizzonia, Barbara Beauchamp and James C. Black who by majority vote may designate a representative to act for them. The address of this Committee is 9766 Whithorn Drive, Houston, Texas 77095.

Section 3. Replacement. In the event of death, resignation or replacement of any member of said Committee, the remaining member or members shall appoint a successor member or members, and until such member or members shall have been so appointed, the remaining member or members shall have the full authority of said Committee hereunder, including without limitation, the authority to approve or disapprove plans, specifications, and plot plans submitted or to designate a representative with like authority.

Section 4. Minimum construction standards. The Architectural Control Committee may from time to time promulgate an outline of minimum acceptable construction standards; provided, however, that such outline will serve as a minimum guideline and such Architectural Control Committee shall not be bound thereby.

Section 5. Variances. Article III of this Declaration contains a number of provisions wherein the Architectural Control

Committee is expressly granted the authority, in its discretion, to permit variances from the effect of a particular restrictive covenant. The Architectural Control Committee may require the submission to it of such documents and items (including, as examples but without limitation, written request for and description of the variances requested, plans, and specifications, plot plans and samples of materials) as it shall deem appropriate, in connection with its consideration of a request for a variance. If the Architectural Control Committee shall approve such request for a variance, the Architectural Control Committee may evidence such approval, and grant its permission for such variance, only by written instrument, addressed to the Owner of the Lot(s) relative to which such variance has been requested, describing the applicable restrictive covenant(s) and the particular variance requested, expressing the decision of the Architectural Control Committee to permit the variance, describing (when applicable) the conditions on which the variance has been approved (including, as examples but without limitation, the type of alternate materials to be permitted, or the alternate fence height approved), and signed by a majority of the current members of the Architectural Control Committee (or by the Committee's designated representative if one has been designated under the authority contained in Section 2 above). Any request for a variance shall be deemed to have been disapproved for the purposes hereof in the event of either (a) written notice of disapproval from the Architectural Control Committee; or (b) failure by the Architectural Control Committee to respond within 20 days to the request for variance. In the event the Architectural Control Committee or any successor to the Association thereof shall not then be functioning, and/or the terms of the Architectural Control Committee shall not have succeeded to the Association thereof as herein provided, no variance from the covenants of this Declaration of Covenants, Conditions and Restrictions shall be permitted, it being the intention of Declarant that no variances be available except in the discretion of the Architectural Control Committee or, if it shall have succeeded to the authority of the Architectural Control Committee in the manner provided herein, the Board of Directors of the Association.

Section 6. Indemnification and hold harmless by the Association. The Association shall indemnify every officer and director of the Association against any and all expenses, including counsel fees, reasonably incurred by or imposed upon any officer or director in connection with any action, suit, or other proceeding (including settlement of any suit or proceeding, if approved by the then Board of Directors) to which he or she may be a party by reason of being or having been an officer or director, to the extent such action, suit or proceeding does not involve or relate to their own individual willful misfeasance, malfeasance, misconduct or bad faith. The officers and directors shall not be liable for any mistake of judgment, negligent or otherwise, except for their own individual willful misfeasance, malfeasance, misconduct or bad faith. The officers and directors shall have no personal commitment made by them, in good faith, on behalf of the Association (except to the extent that such officers or directors may also be members of the Association), and the Association shall indemnify and forever hold each such officer and director free and harmless against any and all liability to others on account of any such action, inaction, contract or commitment. Any right to indemnification provided for herein shall not be exclusive of any other rights to which any officer or director, or former officer or director, may be entitled. The Association may, as a common expense, maintain adequate general liability and officers' and directors' liability insurance to fund this obligation.

Section 7. Security. The Association may, but shall not be obligated to, maintain or support certain activities within the Properties designed to make the Properties safer than they otherwise might be. NEITHER THE ASSOCIATION, THE DECLARANT, NOR ANY SUCCESSOR DECLARANT SHALL IN ANY WAY BE CONSIDERED INSURERS OR GUARANTORS OF SECURITY WITHIN THE PROPERTIES, HOWEVER, AND NEITHER

THE ASSOCIATION, THE DECLARANT, NOR ANY SUCCESSOR DECLARANT SHALL BE HELD LIABLE FOR ANY LOSS OR DAMAGE BY REASON OR FAILURE TO PROVIDE ADEQUATE SECURITY OR INEFFECTIVENESS OF SECURITY MEASURES UNDERTAKEN. ALL OWNERS AND OCCUPANTS OF ANY LOT, TENANTS, GUESTS, AND INVITEES OF ANY OWNER, AS APPLICABLE, ACKNOWLEDGE THAT THE ASSOCIATION AND ITS BOARD OF DIRECTORS, DECLARANT, OR ANY SUCCESSOR DECLARANT AND THE ARCHITECTURAL CONTROL COMMITTEE DO NOT REPRESENT OR WARRANT THAT ANY FIRE PROTECTION SYSTEM, BURGLAR ALARM SYSTEM OR OTHER SECURITY SYSTEM OR PLAN DESIGNATED BY OR INSTALLED ACCORDING TO GUIDELINES ESTABLISHED BY THE DECLARANT OR THE ASSOCIATION OR ANY OF ITS COMMITTEES MAY NOT BE COMPROMISED OR CIRCUMVENTED, THAT ANY FIRE PROTECTION OR BURGLAR ALARM SYSTEMS OR OTHER SECURITY SYSTEMS OR PLANS WILL PREVENT LOSS BY FIRE, SMOKE, BURGLARY, THEFT, HOLD-UP, OR OTHERWISE, NOR THAT FIRE PROTECTION OR BURGLAR ALARM SYSTEMS OR OTHER SECURITY SYSTEMS WILL IN ALL CASES PROVIDE THE DETECTION OR PROTECTION FOR WHICH THE SYSTEM OR PLAN IS DESIGNED OR INTENDED. EACH OWNER AND OCCUPANT OF ANY LOT, AND EACH TENANT, GUEST AND INVITEE OF AN OWNER, AS APPLICABLE, ACKNOWLEDGES AND UNDERSTANDS THAT THE ASSOCIATION, ITS BOARD OF DIRECTORS AND COMMITTEES, DECLARANT, OR ANY SUCCESSOR DECLARANT ARE NOT INSURERS AND THAT EACH OWNER AND OCCUPANT OF ANY LOT AND EACH TENANT, GUEST AND INVITEE OF ANY OWNER ASSUMES ALL RISKS FOR LOSS OR DAMAGE TO PERSONS, TO LOTS AND TO THE CONTENTS OF LOTS AND FURTHER ACKNOWLEDGES THAT THE ASSOCIATION, ITS BOARD OF DIRECTORS AND COMMITTEES, DECLARANT, OR ANY SUCCESSOR OF DECLARANT HAVE MADE NO REPRESENTATIONS OR WARRANTIES NOR HAS ANY OWNERS, OCCUPANT, TENANT, GUEST OR INVITEE RELIED UPON ANY REPRESENTATIONS OR WARRANTIES, EXPRESSED OR IMPLIED, INCLUDING ANY WARRANTY OF MERCHANTABILITY OR FITNESS FOR ANY PARTICULAR PROPOSE, RELATIVE TO ANY FIRE AND/OR BURGLAR ALARM SYSTEMS OR OTHER SECURITY SYSTEMS OR PLANS RECOMMENDED OR INSTALLED OR ANY SECURITY MEASURES UNDERTAKEN WITHIN THE PROPERTIES.

ARTICLE V.

HANNOVER FOREST HOMEOWNERS ASSOCIATION

Section 1. Membership and voting rights. Every Owner of a Lot subject to a maintenance charge assessment by the Association shall be a member of the Association. Membership shall be appurtenant to and may not be separated from ownership of any Lot which is subject to assessment. The foregoing is not intended to include persons or entities who hold an interest merely as security for the performance of an obligation.

Section 2. The Association shall have two classes of voting membership:

Class A. Class A members shall be Owners as defined in Section 1 of Article V (with the exception and exclusion of the Declarant) and shall be entitled to one vote for each Lot owned. When more than one person holds an 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(s) shall be the Declarant and shall be entitled to three (3) votes for each Lot owned. 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 April 1, 2010

The Class A and Class B members shall have no rights as such to vote as a class, except as required by the Texas Non-Profit

Corporation Act, and both classes shall vote together upon all matters as one group.

Section 3. Non-Profit Corporation. HANNOVER FOREST HOMEOWNERS ASSOCIATION, a non-profit corporation, has been organized; and it shall be governed by the Articles of Incorporation of said Association; and all duties, obligations, benefits, liens and rights hereunder in favor of the Association shall vest in said corporation.

Section 4. By-Laws. The Association may make whatever rules or bylaws it may choose to govern the organization; provided, however, that same are not in conflict with the terms and provisions hereof.

Section 5. Inspection of records. The members of the Association shall have the right to inspect the books and records of the Association at reasonable times during normal business hours.

ARTICLE VI.

Maintenance Assessments

Section 1. Creation of the lien and personal obligation of assessments. Declarant, in the case of each Lot owned within the Properties, hereby covenants, and each Owner of any Lot by acceptance of a deed therefor, whether or not it shall be so expressed in such deed, shall be deemed to covenant and agree to pay to the Association: (1) annual assessments or charges, and (2) special assessments for capital improvements as herein authorized or for repayment of funds borrowed and used in payment of capital improvements. Such assessments shall be established and collected as hereinafter provided. The annual and special assessments, together with interest and reasonable attorney's fees shall be a charge on the Lot (together with any improvements thereon) and shall be a continuing lien upon the Lot (together with any improvements thereon) against which each such assessment or charge is made. Each such assessment, together with interest, and reasonable attorney's fees shall also be the personal obligation of the person who was the Owner of the Lot at the time when the assessment or charge became due. Mere acceptance of a deed to a Lot by an Owner shall impose a vendor's lien by Declarant for the purpose of securing payment of said charge and said vendor's lien shall be assigned to the Association, without recourse on Declarant in any manner, for the payment of said charge and indebtedness.

Section 2. Purpose of assessments. The assessments levied by the Association shall be used exclusively to promote the recreation, health, safety, and welfare of the residents or Owners in the Properties and for the improvement and maintenance of the Common Area, as well as any other properties under the control, ownership, or management of the Association. The assessments or charges of the Association may be used for and shall include, by way of example but without limitation, at its sole discretion any and all of the following: maintaining parkways, repair of walkways, steps, entry gates, decorative brick fencing, or fountain areas, if any; maintaining rights-of-way, Common Areas, landscape reserves, other reserves, easements, esplanades and other public areas, if any; construction and operation of all street lights; purchase and/or operating expenses of recreation areas, if any; payment of all legal and other expenses incurred in connection with the enforcement of all recorded charges and assessments, covenants, restrictions, and conditions affecting the Properties to which the maintenance fund applies; payment of all reasonable and necessary expenses in connection with the collection and administration of the maintenance charge and assessment; employing policemen and watchmen; if desired, caring for vacant Lots and doing any other thing necessary or desirable in opinion of the Association to keep the Properties in the Subdivision neat and in good order, or which is considered of general benefit to the Owners or occupants of the

Properties. It is understood that the judgment of the Association in the expenditure of said funds shall be final and conclusive so long as such judgment is exercised in good faith. The purposes for which the said funds may be used and expended as set forth herein are permissive and the enumeration of specific purposes carries no obligation to so expend such funds or any apart thereof. The Association in its good faith discretion may give one or more purposes priority over other purposes.

Section 3. Maximum annual assessment. Beginning January 1, 1997 the annual assessment shall be \$400.00 per Lot.

(a) From and after December 31, 1997, the maximum annual assessment may be increased each year by an amount equal to not more than ten percent (10%) above the maximum assessment which could have been made without a vote of the membership in the case of the previous year.

(b) From and after December 31, 1997, the maximum annual assessment may be increased to an amount in excess of ten percent (10%) of the maximum assessment for the previous year by a vote of two-thirds (2/3rds) of each class of members who are voting in person or by proxy, at a meeting duly called for such purpose.

(c) The Board of Directors of the Association may fix the annual assessment at an amount not in excess of the maximum.

Section 4. Special assessments for capital improvements. In addition to the annual assessment authorized above, the Association may levy, in any assessment year, a special assessment applicable to that year only for the purpose of defraying, in whole or in part, the cost of any construction, reconstruction, repair or replacement of a capital improvement upon the Common Area, including fixtures and personal property related thereto, provided that any such assessment shall have the assent of two-thirds (2/3rds) of the votes of each class of members who are voting in person or by proxy at a meeting duly called for this purpose.

Section 5. Notice and quorum for any action authorized under Section 3 and 4. Written notice of any meeting called for the purpose of taking any action authorized under Sections 3 and 4 shall be mailed (by U.S. first class mail) to all members not less than thirty (30) days nor more than sixty (60) days in advance of the meeting. At the first such meeting called, the presence of members or of proxies entitled to cast sixty (60%) percent of all the votes of each class of membership shall constitute a quorum. If the required quorum is not present at such meeting, the meeting shall be adjourned but another meeting may be called subject to the same notice requirement, but the required quorum at such subsequent meeting shall be one-half (1/2) of the required quorum applicable in the case of the preceding meeting to each class of membership. No such subsequent meeting shall be held more than sixty (60) days following the preceding meeting.

Section 6. Rate of assessment. All Lots shall commence to bear their applicable maintenance fund assessment simultaneously as provided in Section 7 of this Article and Lots owned by Declarant are not exempt from assessment. Lots which are owned and/or occupied by resident Owners shall be subject to the annual assessment determined by the Board of Directors in accordance with the provisions of Sections 3 and 7 of this Article. Improved Lots which are not owned and/or occupied by a resident owner and which are owned by Declarant, a builder, or a building company, shall be assessed at the rate of one-half (1/2) of the annual assessment herein provided. The rate of assessment for an individual Lot, within a calendar year, can change as the character of ownership and the status of occupancy by a resident or occupancy changes, and the applicable assessment for such Lot shall be prorated according to the rate required during each type of ownership or occupancy.

Section 7. Date of commencement of annual assessments:
Due Date. The annual assessments provided for herein shall commence as to all Lots on January 1, 1997. Commencing with the calendar year 1998, the Board of Directors shall fix the amount of the annual assessment against each Lot at least thirty (30) days in advance of each annual assessment period. Written notice of the annual assessment shall be either hand delivered or mailed (by U.S. first class mail) to every Owner subject thereto. The payment date shall be established by the Board of Directors. The Association shall, upon demand, and for a reasonable charge, furnish a certificate signed by an officer or authorized agent of the Association setting forth whether the assessments on a specified Lot have been paid and the amount of any delinquencies. The Association shall not be required to obtain a request for such certificate signed by the Owner but may deliver such certificate to any party who in the Association's judgment has a legitimate reason for requesting same.

Section 8. Effect of nonpayment of assessments: remedies of the Association or Other Parties. Any assessment or charge not paid within thirty (30) days after the due date shall bear interest from the due date until paid at the rate of the greater of eighteen (18%) percent per annum or the maximum allowed by law and the Owner shall be liable for any and all costs and expenses for the collection thereof, including, without limitation, reasonable attorneys' fees and expenses. The Association may bring action or suit against the Owner or other person personally obligated to pay the assessment, or foreclose the lien against the Lot involved. No Owner may waive or otherwise escape liability for the assessments provided for herein by non use of the Common Area or abandonment of his or her Lot. Failure to pay any assessment shall not constitute a default under any mortgage or deed of trust covering any Lot unless, of course, such mortgage or deed of trust expressly so provides.

Section 9. Subordination of the lien to mortgages. The lien of the assessments provided for herein shall be subordinate to the lien of any first mortgage existing at any time upon the particular Lot involved. Sale or transfer of any Lot shall not affect the assessment lien. However, the sale or transfer of any Lot pursuant to mortgage foreclosure (whether by exercise of power of sale or otherwise) or any proceeding in lieu thereof, shall extinguish the lien of such assessments as to payments which became due prior to such sale or transfer. No sale or transfer shall relieve such Lot from liability for any assessments thereafter becoming due or from the lien thereof, but such lien shall exist as, and constitute, a separate and distinct charge and lien on each Lot. The owner or holder of any first mortgage shall not be required to collect any assessment due pursuant hereto.

Section 10. Owner's easements of enjoyment. Every Owner shall have a right and easement of enjoyment in and to the portion of the Common Area designated by the Association for recreational or other use by the Owners of all of the Lots and which shall be appurtenant to and shall pass with the title to every Lot, subject to the following provisions:

A. The right of the Association to charge reasonable admission and other fees for the use of the designated recreational facility situated upon the Association's Common Area. Failure of an Owner to pay such fees after having made such election shall give rise to the same liability and lien rights as set forth above, and shall be subject to the same subordination as set forth herein in the case of assessments.

B. The right of the Association to suspend the voting rights and right to use the recreational facilities situated on the Common Area by an Owner for any period during which any assessment against his or her Lot remains unpaid, and to publish rates and regulations

for the use of the Common Area including the right of suspension of the right and easement for a period not to exceed sixty (60) days for an infraction of the Association's published rules and regulations.

C. The right of the Association to dedicate or transfer all or any part of the Common Area to any public agency, authority or utility for such purposes and subject to such conditions as may be placed upon the Association or any portion of the Common Area.

D. The Association shall have the right to suspend the voting rights and enjoyment rights of any Owner or member for any period during which any assessment owed by such member to the Association remains unpaid in excess of thirty (30) days.

E. The Association shall have the right to establish reasonable rules and regulations governing the Owner's or member's use and enjoyment of the Common Area and facilities and suspend the right to use the Common Area and facilities for any period not to exceed sixty (60) days for any infraction of such rules and regulations.

Any Owner may delegate, in accordance with the By-Laws, his or her right of enjoyment to the Common Area and the facilities to the members of his or her family, tenants, or contract purchasers who reside on the Lots.

Section 11. Additions to existing property. Additional lands may become subject to the scheme of this Declaration in the following manner:

(a) Additional residential property, reserves and common area may be annexed to the Properties by action of the Board of Directors of the Association pursuant to and in compliance with the Articles of Incorporation of the Association, as amended.

(b) Upon a merger or consolidation of the Association with another association pursuant to and in compliance with the Articles of Incorporation of the Association, as amended, the Association's properties, rights, and obligations may be transferred to another surviving or consolidated association or, alternatively, the properties, rights and obligations of another Association or developer may be added to the Properties, rights and obligations of the Association as a surviving corporation pursuant to a merger. The surviving or consolidated association shall administer the covenants and restrictions established by this Declaration and all supplemental, restated or amended declarations, together with the covenants and restrictions applicable to the properties of the other association as one scheme. No such merger or consolidation, however, shall effect any revocation, change or addition to the covenants established by this Declaration or any supplemental, restated or amended declaration.

Section 12. Arrangements with other Homeowner Associations or Subdivisions. The Association may enter into arrangements or contracts with other homeowner associations or other entities which have jurisdiction over other subdivisions or developments within or near the area of the Properties for the purposes of (i) obtaining or providing use and access of or to certain amenities, parks, recreational facilities for the use and enjoyment by the Owners or members, (ii) participating or arranging for the joint or mutual

sharing of certain services, maintenance, repairs, restoration or construction for the benefit of the Owners, members, or of the Properties. Such arrangements or contracts shall be on such terms, conditions and duration as the Association may agree or stipulate and the Association shall have the right and privilege to levy the assessments and charges set forth herein for such purposes and to expend such funds for such purposes.

ARTICLE VII.

General Provisions

Section 1. Term. These covenants shall run with the Properties and the land included therein and shall be binding upon all parties and all persons claiming under them for a period of forty (40) years from the date these covenants are recorded, after which time said covenants shall be automatically extended for successive periods of ten (10) years each, unless an instrument signed by seventy-five percent (75%) of the then Owners of the Lots agreeing to change or terminate said covenants in whole or in part has been recorded.

Section 2. Amendments. (A) The terms and provisions of this Declaration of Covenants, Conditions and Restrictions may be amended at any time when an instrument setting forth said changes and signed by sixty-six and two-thirds percent (66 2/3rds%) of the then Owners of the Lots is placed on record in the real property records of Harris County, Texas, provided, however, any amendment hereto will require Housing and Urban Development/Veterans Administration prior approval as long as there is a Class B membership hereunder.

(B) Amendments by Declarant. Declarant shall have and hereby reserves the right at any time and from time to time, without the joinder or consent of any Owner or other person or entity, to amend this Declaration by an instrument in writing duly signed, acknowledged and filed for record, for the purpose of modifying, amending or adding to the provisions hereof, which Declarant in its sole discretion may deem necessary or desirable or for the purpose of correcting any typographical or grammatical error, ambiguity or inconsistency appearing in this Declaration, provided that any such amendment shall be consistent with and in furtherance of the general plan and scheme of development as evidenced by this Declaration and shall not impair or affect the vested property or other rights of any Owner or his or her mortgagee, and provided, further, any amendment hereto will require Housing and Urban Development/Veterans Administration prior approval as long as there is a Class B membership hereunder.

Section 3. Enforcement. Upon any violation or attempt to violate any of the covenants herein, it shall be lawful for the Declarant, the Association or any other Owner to prosecute any proceedings at law or in equity against the person or persons violating or attempting to violate any such covenant and either to prevent him, her or them from doing so or to recover damages or other dues for such violations. Failure by Declarant, the Association or any Owner to enforce any covenant or restriction herein shall in no event be deemed a waiver of the right to do so thereafter.

Section 4. Conflict. In the case of any conflict between the Articles of Incorporation of the Association and this Declaration of Covenants, Conditions and Restrictions, the Declaration of Covenants, Conditions and Restrictions shall control, and in the case of any conflict between the By-Laws of the Association and this Declaration of Covenants, Conditions and Restrictions, the Declaration of Covenants, Conditions and Restrictions shall control.

Section 5. No Liability. Declarant, the Association and the Architectural Control Committee, as well as their officers,

directors, agents, employees and architects, shall not be liable to any Owner or any other party for any loss, claim or demand asserted on account of their administration of these restrictions and the performance of their duties hereunder, or any failure or defect in such administration and performance. These restrictions can be altered or amended only as provided herein and no person is authorized to grant exceptions or make representations contrary to these restrictions. No approval of plans and specifications and no publication of minimum construction standards shall ever be construed as representing or implying that such plans, specifications or standards will, if followed, result in a properly designed residence or other permitted structure. Such approvals and standards shall in no event be construed as representing or guaranteeing that any residence or other permitted structure will be built in a good or workmanlike manner. The acceptance of a deed to a Lot in the Subdivision shall be deemed a covenant and agreement on the part of the grantee, and the grantee's heirs, successors and assigns, that Declarant, the Association and the Architectural Control Committee, as well as their officers, directors, agents, employees and architects, shall have no liability under these restrictions except for willful misdeeds.

Section 6. Severability. Invalidation of any one of these covenants by judgment or other court order shall in no way affect any of the other provisions which shall remain in full force and effect.

Section 7. Common Area. Any dedication, mortgage, conveyance or transfer of the Common Area shall require Housing and Urban Development/Veterans Administration prior approval as long as there is a Class B membership hereunder.

EXECUTED this 28th day of APRIL, 1997.

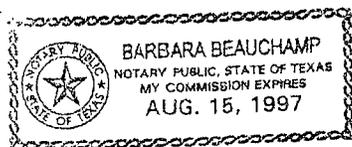
DECLARANT:

GEORGE WIMPEY OF TEXAS INC.
d/b/a MORRISON HOMES

By: Vincent Pizzonia
Vincent Pizzonia
Division President

THE STATE OF TEXAS §
COUNTY OF HARRIS §

This instrument was acknowledged before me on the 28 day of APRIL, 1997, by Vincent Pizzonia, who is the Division President for GEORGE WIMPEY OF TEXAS INC., a Texas corporation, doing business as MORRISON HOMES, on behalf of said corporation.



Barbara Beauchamp
Notary Public In and for the
State of Texas

AFTER RECORDING RETURN TO:

Greg N. Martin
HUTCHESON & GRUNDY, L.L.P.
1200 Smith Street, Suite 3300
Houston, Texas 77002-4579

97 APR 28 PM 4:22
FILED
COUNTY CLERK
HARRIS COUNTY, TEXAS

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**SUPPLEMENTAL DECLARATION OF
COVENANTS, CONDITIONS AND RESTRICTIONS FOR
HANNOVER ESTATES (A/K/A HANNOVER FOREST)**

This Supplemental Declaration of Covenants, Conditions and Restrictions for HANNOVER ESTATES A/K/A HANNOVER FOREST is executed this 26 day of September 2002, by the HANNOVER FOREST HOMEOWNERS ASSOCIATION ("HOA"), under the terms and conditions hereunder set forth;

See

WHEREAS, that one certain Declaration of Covenants, Conditions and Restrictions for Hannover Estates, Section 1 (a/k/a Hannover Forest) was recorded April 28, 1997, under Harris County Clerk's File No. S425230 and amended by that one certain Amendment to Declaration of Covenants, Conditions and Restrictions for Hannover Estates, Section 1 (a/k/a Hannover Forest) recorded August 1, 1997, under Harris County Clerk's File No. S572270 (as amended the "Original Declaration");

WHEREAS, Article VI, Section 11 of the Original Declaration allows for additional land to be added to membership in the Association and subject to the terms of the Declaration; and

WHEREAS, the Board of Directors of the Association has deemed it to be in the best interests of the Association to add (i.e. annex) additional lands into the membership of the Association and make such additional lands subject to the Original Declaration; and

WHEREAS, the current owner of such property, Lennar Homes of Texas Land and Construction, Ltd. ("Lennar"), also wishes such additional land to be annexed into the membership of the Association and made subject to the terms of the Original Declaration;

NOW THEREFORE, the Association hereby declares as follows:

1. The real property described on Exhibit A attached hereto and made a part hereof, which is commonly known as Hannover Village, Sections 1, 2 3 and 4, is hereby annexed into and shall hereafter be a part of the Association. Such real property is hereby made subject to the Original Declaration and all terms and conditions of such Original Declaration, as if originally a part thereof, except as herein provided. Any Owners of any land within the real property described on Exhibit A shall be a member of the Association, as if originally a member thereof.
2. The real property described on Exhibit A and any lots platted from such real property shall not be subject to and are exempted from the easement described in Article II, Section 2(b) of the Original Declaration, as long as drainage plans for such real property are submitted to and approved by all regulatory authorities with jurisdiction without such easement.

Ret. Hoover Spivack LLP
PO Box 4547
Houston, TX 77210

3. During the time that development construction activities are being conducted upon the real property described on Exhibit A hereto, the Association hereby assigns to Lennar the rights reserved to Declarant in Article III, Section 8 of the Original Declaration regarding the use of temporary structures in its development and construction activities. Lennar agrees that it will place, erect and maintain all temporary structures, sales offices, storages areas, signs and portable toilets in an acceptable manner and appearance. Lennar shall only have one vote per lot in each section, as Lennar is not being assigned any special voting rights originally held by the Declarant.
4. During the time that Lennar is conducting any construction activity upon any portion of the real property described on Exhibit A hereto, the Association hereby assigns to Lennar the rights reserved to Declarant in Article II, Section 2(c) of the Original Declaration regarding as easement for construction and maintenance of fencing on lots.
5. This Supplement Declaration shall be construed under and in accordance with the laws of the State of Texas and shall run with the land.

HANNOVER FOREST HOMEOWNERS ASSOCIATION ✓

By: *[Signature]*
 Name: JEROME A. PATRIDGE
 Title: PRESIDENT

30

LENNAR HOMES OF TEXAS LAND AND CONSTRUCTION, LTD. ✓

By its general partner, LENNAR TEXAS HOLDING COMPANY ✓

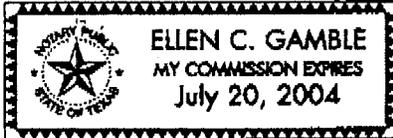
PK By: *[Signature]*
 Name: Donald P. Klein
 Title: Vice President

THE STATE OF TEXAS §

COUNTY OF Harris §

BEFORE ME, the undersigned authority, on this day personally appeared Jerome Patridge, as President of HANNOVER FOREST HOMEOWNERS ASSOCIATION, 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 26 day of September, 2002.



Ellen C. Gamble
NOTARY PUBLIC, State of Texas

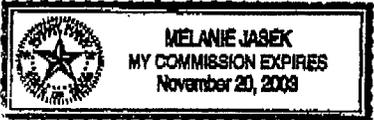
THE STATE OF TEXAS §

COUNTY OF Harris §

BEFORE ME, the undersigned authority, on this day personally appeared Donald P. Klein, as Vice President of LENNAR TEXAS HOLDING COMPANY, general partner of LENNAR HOMES OF TEXAS LAND AND CONSTRUCTION, LTD., 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 8 day of October, 2002.

Melanie Jasek
NOTARY PUBLIC, State of Texas



Of 28.8150 Acres or 1,255,180 Square Feet of land being part of that certain 33.7236 Acre tract of land conveyed from AMVEST CORPORATION to HANNOVER ESTATES, LTD. by a deed dated March 5, 1999 and recorded under Clerk's File No. T582353, of the Official Public Records of Real Property, Harris County, Texas (O.P.R.R.P.,H.C.T.), and part of that certain 33.7180 Acre tract of land conveyed from Fern Ethel Jackson Lacy, etal to HANNOVER ESTATES, LTD. by a deed dated January 29, 1997 and recorded under Clerk's File No. S302794, O.P.R.R.P.,H.C.T., lying in the JOHN JONES Survey, Abstract No. 481, near Spring, in Harris County, Texas, said 28.8150 Acre tract is more particularly described by metes and bounds as follows:

BEGINNING at a 3/4 inch pinched top pipe found at the Southwest corner of said 33.7180 Acre tract, same being the Northwest corner of that certain 0.1515 Acre tract of land conveyed from Lawrence E. Thompson to Richard Coselli, Trustee by a deed dated January 25, 1999 and recorded under Clerk's File No. T509592, O.P.R.R.P.,H.C.T.;

THENCE North 00 deg. 13 min. 24 sec. East, along the West line of said 33.7180 Acre tract, same being the East line of that certain 30.513 Acre tract of land conveyed from Beatrice Benignus Seely, Trustee, etal to AYLESBURY, LTD. by a deed dated December 22, 1999 and recorded under Clerk's File No. U140804, O.P.R.R.P.,H.C.T., a distance of 518.15 feet to a 3/4 inch iron rod set at a point for corner;

THENCE South 89 deg. 46 min. 36 sec. East, a distance of 115.00 feet to a 3/4 inch iron rod set at a point for corner;

THENCE North 00 deg. 13 min. 24 sec. East, a distance of 31.90 feet to a 3/4 inch iron rod set at a point for corner;

THENCE South 89 deg. 47 min. 57 sec. East, a distance of 170.00 feet to a 3/4 inch iron rod set at a point for corner;

THENCE North 00 deg. 13 min. 24 sec. East, a distance of 177.00 feet to a 3/4 inch iron rod set at a point for corner;

THENCE North 09 deg. 46 min. 27 sec. East, a distance of 53.09 feet to a 3/4 inch iron rod set at a point for corner;

THENCE North 28 deg. 52 min. 31 sec. East, a distance of 53.09 feet to a 3/4 inch iron rod set at a point for corner;

THENCE North 36 deg. 25 min. 33 sec. East, a distance of 85.58 feet to a 3/4 inch iron rod set at a point for corner;

THENCE South 78 deg. 58 min. 03 sec. East, a distance of 350.67 feet to a 3/4 inch iron rod set at a point for corner;

THENCE South 89 deg. 47 min. 57 sec. East, a distance of 267.53 feet to a 3/4 inch iron rod set at a point for corner;

THENCE South 00 deg. 15 min. 03 sec. West, a distance of 27.75 feet to a 3/4 inch iron rod set at a point for corner;

THENCE South 89 deg. 47 min. 57 sec. East, a distance of 110.00 feet to a 3/4 inch iron rod set at a point for corner;

THENCE North 00 deg. 15 min. 03 sec. East, a distance of 305.00 feet to a 3/4 inch iron rod set at a point for corner;

THENCE S South 89 deg. 47 min. 57 sec. East, a distance of 110.00 feet to a 3/4 inch iron rod set at a point for corner;

THENCE North 00 deg. 15 min. 03 sec. East, a distance of 84.98 feet to a 3/4 inch iron rod set at a point of curvature for corner;

THENCE Northwesterly, a distance of 39.29 feet along the arc of a curve to the left, said curve having a central angle of 90 deg. 03 min. 00 sec., a radius of 25.00 feet, a chord which bears North 44 deg. 48 min. 27 sec. West, and a chord distance of 35.37 feet to a 3/4 inch iron rod set at a point for corner (non-tangent to the next course);

THENCE North 00 deg. 17 min. 33 sec. East, a distance of 80.00 feet to a 3/4 inch iron rod set at a point of an arc of a non-tangent curve for corner;

THENCE Northeasterly, a distance of 39.25 feet along the arc of a curve to the left, said curve having a central angle of 89 deg. 57 min. 01 sec., a radius of 25.00 feet, a chord which bears North 45 deg. 13 min. 33 sec. East, and a chord distance of 35.34 feet to a 3/4 inch iron rod set at a point for corner (non-tangent to the next course);

THENCE South 89 deg. 50 min. 59 sec. East, a distance of 50.00 feet to a 3/4 inch iron rod set at a point of an arc of a non-tangent curve for corner;

THENCE Southeasterly, a distance of 39.29 feet along the arc of a curve to the left, said curve having a central angle of 90 deg. 03 min. 00 sec., a radius of 25.00 feet, a chord which bears South 44 deg. 48 min. 28 sec. East, and a chord distance of 35.37 feet to a 3/4 inch iron rod set at a point for corner (tangent to the next course);

THENCE South 88 deg. 47 min. 57 sec. East, a distance of 159.98 feet to a 3/4 inch iron rod set at a point for corner;

THENCE South 00 deg. 15 min. 03 sec. West (Called South 00 deg. 03 min. 03 sec. West), along the West line of the H.T.&B. R.R. Co. Survey, Abstract No. 415, same being the East line of said 33.7236 Acre tract, at a distance of 40.28 feet pass the Northwest corner of the remainder of that certain 113.2 Acre tract of land conveyed to Lorenz Wuensche by a deed recorded in Volume 1443, Page 48, O.P.R.R.P.,H.C.T., from which a 1 inch iron pipe was found East, 0.34 feet, at a distance of 845.31 feet pass the Northwest corner of that certain 1.4747 Acre tract of land conveyed to HANOVER ESTATES, LTD. by a deed recorded under Clerk's File No. S402788, O.P.R.R.P.,H.C.T., from which a 5/8 inch iron rod was found West, 0.13 feet, and continuing in all a distance of 1,274.50 feet to a point for corner, from which a 1/2 inch iron rod was found West, 0.46 feet;

THENCE North 89 deg. 47 min. 57 sec. West (Called North 89 deg. 59 min. 01 sec. West), along the North line of that certain 4.580 Acre tract of land conveyed to SPRING WEST M.U.D. by a deed recorded under Clerk's File No. R911998, O.P.R.R.P.,H.C.T., at a distance of 89.58 feet pass the Northeast corner of HANOVER ESTATES, SECTION ONE, according to the map or plat thereof recorded under Clerk's Film Code No. 367118, H.C.M.R., from which a 1/2 inch iron rod was found East, 0.30 feet, at a distance of 1,011.58 feet pass the Northeast corner of that certain 17.401 Acre tract of land conveyed from F.D.I.C. to Richard Coselli, Trustee by a deed dated October 30, 1992 and recorded under Clerk's File No. N936541, O.P.R.R.P.,H.C.T., from which a 5/8 inch iron rod was found South, 0.09 feet, at a distance of 1,328.76 feet pass the Northeast corner of that certain 0.1516 Acre tract of land conveyed from Lawrence E. Thompson to Richard Coselli, Trustee by a deed dated January 25, 1999 and recorded under Clerk's File No. T509592, O.P.R.R.P.,H.C.T., and continuing in all a distance of 1,438.78 feet to the POINT OF BEGINNING and containing 28.8150 Acres of land.

ANNEXATION AGREEMENT

This Annexation Agreement is entered into this 26 day of September, 2002, by and between the HANNOVER FOREST HOMEOWNERS ASSOCIATION ("HOA") and LENNAR HOMES OF TEXAS LAND AND CONSTRUCTION, LTD. ("Lennar") under the terms and conditions hereunder set forth, and thus,

WHEREAS, the HOA is the existing homeowners association for a subdivision in Harris County, Texas known as Hannover Estates, Section 1 a/k/a Hannover Forest; and

WHEREAS, Lennar has purchased certain real property which is described on Exhibit A attached hereto and is developing such real property into four Section to be known as Hannover Village 1, 2, 3 and 4; and

WHEREAS, in lieu of creating a new homeowners association for Hannover Section 1, 2, 3 and 4, Lennar and the HOA have agreed to have the HOA annex the four new sections bring them into the Association in exchange for certain agreements between Lennar and the HOA;

NOW THEREFORE, for and in consideration of Ten and No/100 Dollars (\$10.00) and other good and valuable consideration this day exchanged between the parties hereto, the receipt and sufficiency of which is hereby acknowledged and confessed Lennar and the HOA agree as follows:

1. The HOA agrees to execute and record a Supplemental Declaration which will annex each of the four new Sections being developed by Lennar. Each Section will be annexed after the preliminary plat for each Section has been completed and, with the exception of Section 1, prior to the construction of any homes in such Section. As the preliminary plats have been completed, all four sections will be annexed in one Supplemental Declaration.
2. Lennar will convey a .6 acre tract to the HOA by special warranty deed to be used for common area, swimming pool and recreational facilities, which .6 acre tract will be located in Section 3. A delineation of such .6 acre tract is attached hereto and made a part hereof as Exhibit B. The special warranty deed which conveys such .6 acre tract will be recorded at such time as the final plat for Section 3 is recorded, or earlier if practical.
3. Within two (2) weeks of the conveyance of such .6 acre tract, Lennar will contribute \$40,000 in cash to the HOA, which the HOA agrees will be used in the construction of the facilities on such tract.

4. Construction of the facilities by the HOA will commence on or before March 2004.
5. The HOA agrees to spend sufficient funds (which will include the Lennar \$40,000.00) on such facilities to make such facilities suitable for the proposed usage. Lennar will be included in the planning of such facilities to complete the facilities and is given the right to be included in the construction committee for review of all construction aspects and phases. The HOA represents that it has (or will timely have) the balance of such funds and that the construction of the facilities will commence by March 1, 2004.
6. Lennar will not be charged or assessed any transfer fees by the HOA or its management company at the time of sales of homes to its buyers.
7. Lennar will agree to be subject to the HOA's current Covenants, Conditions and Restrictions with the following stipulations:
 - ▶ Lennar will be responsible for architectural review of its building program. Lennar will ensure that the homes will meet the minimum construction and architectural requirements of the current Covenants, Conditions and Restrictions. Prior to starting construction, Lennar will provide to the HOA, for its review and approval, plans and elevations of the houses to be constructed in the upcoming section of the subdivision.
8. The four new Sections will be exempt from (and each Supplemental Declaration will so state) the drainage easements along side and rear lot lines set forth in Article II, Section 2 of the Original Declaration, as amended.

(SIGNATURE ON NEXT PAGE)

HANNOVER FOREST
HOMEOWNERS ASSOCIATION

By: Jerome A. Patridge
Name: Jerome A. Patridge
Title: PRESIDENT

LENNAR HOMES OF TEXAS LAND
AND CONSTRUCTION, LTD.

By its general partner, LENNAR TEXAS
HOLDING COMPANY

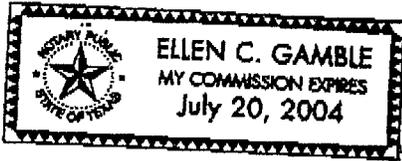
By: Donald P. Klein
Name: Donald P. Klein
Title: Vice President

THE STATE OF TEXAS §
COUNTY OF Harris §

BEFORE ME, the undersigned authority, on this day personally appeared Jerome Patridge, as President of HANNOVER FOREST HOMEOWNERS ASSOCIATION, 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 26 day of September, 2002.

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Eric C. Gamble
NOTARY PUBLIC, State of Texas

Deleted: 9/18/2002
Inserted: 9/18/2002
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THE STATE OF TEXAS §

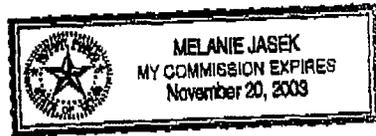
COUNTY OF Harris §

BEFORE ME, the undersigned authority, on this day personally appeared Donald P. Klein, as Vice President of LENNAR TEXAS HOLDING COMPANY, general partner of LENNAR HOMES OF TEXAS LAND AND CONSTRUCTION, LTD., 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 8 day of October, 2002.

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Melanie Jasek
NOTARY PUBLIC, State of Texas



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EXHIBIT "A"

Section 2

Tract One:

Of 22.4326 Acres or 977,165 Square Feet of land being part of that certain 33.7236 Acre tract of land conveyed from AMVEST CORPORATION to HANNOVER ESTATES, LTD. by a deed dated March 5, 1999 and recorded under Clerk's File No. T582353, of the Official Public Records of Real Property, Harris County, Texas (O.P.R.R.P.,H.C.T), and part of that certain 33.7180 Acre tract of land conveyed from Fern Ethel Jackson Lacy, etal to HANNOVER ESTATES, LTD. by a deed dated January 29, 1997 and recorded under Clerk's File No. S302794, O.P.R.R.P.,H.C.T., lying in the JOHN JONES Survey, Abstract No. 481, near Spring, in Harris County, Texas, said 22.4326 Acre tract is more particularly described by metes and bounds as follows:

COMMENCING at a 3/4 inch pinched top pipe found at the Southwest corner of said 33.7180 Acre tract, same being the Northwest corner of that certain 0.1515 Acre tract of land conveyed from Lawrence E. Thompson to Richard Coselli, Trustee by a deed dated January 25, 1999 and recorded under Clerk's File No. T509592, O.P.R.R.P.,H.C.T.;

THENCE North 00 deg. 13 min. 24 sec. East, along the West line of said 33.7180 Acre tract, same being the East line of that certain 30.513 Acre tract of land conveyed from Beatrice Benignus Seely, Trustee, etal to AYLESBURY, LTD. by a deed dated December 22, 1999 and recorded under Clerk's File No. U140604, O.P.R.R.P.,H.C.T., a distance of 881.21 feet to a 3/4 inch iron rod set at the POINT OF BEGINNING;

THENCE North 38 deg. 25 min. 33 sec. East, along the Southeasterly line of the TEXAS ILLINOIS NATURAL GAS PIPELINE COMPANY, recorded in Volume 5757, Page 356, of the Deed Records of Harris County, Texas, distance of 1138.26 feet to a 3/4 inch iron rod set at a point for corner;

THENCE South 88 deg. 05 min. 23 sec. East (Called South 88 deg. 27 min. 20 sec. East), along the South line of that certain 8.989 Acre tract of land conveyed to Rev. John L. Morkovsky by a deed recorded under Clerk's File No. D237564, O.P.R.R.P.,H.C.T., at a distance of 260.22 feet pass the Southwest corner of that certain 8.989 Acre tract of land conveyed to RBM, LTD. by a deed recorded under Clerk's File No. N517858, O.P.R.R.P.,H.C.T., from which a 5/8 inch iron rod was found North, 0.17 feet, and continuing in all a distance of 735.97 feet to a point for corner, from which a 5/8 inch iron rod was found West, 0.10 feet and a 3/4 inch iron rod was found South, 1.35 feet and West, 0.28 feet;

THENCE South 00 deg. 15 min. 03 sec. West (Called South 00 deg. 03 min. 03 sec. West), along the West line of the H.T.&B. R.R. Co. Survey, Abstract No. 415, same being the East line of said 33.7236 Acre tract, a distance of 478.96 feet to a 3/4 inch iron rod set at a point for corner;

THENCE North 89 deg. 47 min. 57 sec. East, a distance of 159.98 feet to a 3/4 inch iron rod set at a point of curvature for corner;

Tract One Continuation

THENCE Northwesterly, a distance of 39.29 feet along the arc of a curve to the right, said curve having a central angle of 90 deg. 03 min. 00 sec., a radius of 25.00 feet, a chord which bears North 44 deg. 46 min. 26 sec. West, and a chord distance of 35.37 feet to a 3/4 inch iron rod set at a point for corner (non-tangent to the next course);

THENCE North 89 deg. 50 min. 59 sec. West, a distance of 50.00 feet to a 3/4 inch iron rod set at a point of an arc of a non-tangent curve for corner;

THENCE Southwesterly, a distance of 39.25 feet along the arc of a curve to the right, said curve having a central angle of 89 deg. 57 min. 01 sec., a radius of 25.00 feet, a chord which bears South 45 deg. 13 min. 33 sec. West, and a chord distance of 35.34 feet to a 3/4 inch iron rod set at a point for corner (non-tangent to the next course);

THENCE South 00 deg. 17 min. 33 sec. West, a distance of 60.00 feet to a 3/4 inch iron rod set at a point of an arc of a non-tangent curve for corner;

THENCE Southeasterly, a distance of 39.29 feet along the arc of a curve to the right, said curve having a central angle of 90 deg. 03 min. 00 sec., a radius of 25.00 feet, a chord which bears South 44 deg. 46 min. 27 sec. East, and a chord distance of 35.37 feet to a 3/4 inch iron rod set at a point for corner (tangent to the next course);

THENCE South 00 deg. 15 min. 03 sec. West, a distance of 84.98 feet to a 3/4 inch iron rod set at a point for corner;

THENCE S North 89 deg. 47 min. 57 sec. West, a distance of 110.00 feet to a 3/4 inch iron rod set at a point for corner;

THENCE South 00 deg. 15 min. 03 sec. West, a distance of 305.00 feet to a 3/4 inch iron rod set at a point for corner;

THENCE North 89 deg. 47 min. 57 sec. West, a distance of 110.00 feet to a 3/4 inch iron rod set at a point for corner;

THENCE North 00 deg. 15 min. 03 sec. East, a distance of 27.75 feet to a 3/4 inch iron rod set at a point for corner;

THENCE North 89 deg. 47 min. 57 sec. West, a distance of 267.53 feet to a 3/4 inch iron rod set at a point for corner;

THENCE North 78 deg. 58 min. 03 sec. West, a distance of 350.67 feet to a 3/4 inch iron rod set at a point for corner;

THENCE South 38 deg. 25 min. 33 sec. West, a distance of 85.56 feet to a 3/4 inch iron rod set at a point for corner;

Tract One Continuation

THENCE South 28 deg. 52 min. 31 sec. West, a distance of 53.09 feet to a 3/4 inch iron rod set at a point for corner;

THENCE South 09 deg. 46 min. 27 sec. West, a distance of 53.09 feet to a 3/4 inch iron rod set at a point for corner;

THENCE South 00 deg. 13 min. 24 sec. West, a distance of 177.00 feet to a 3/4 inch iron rod set at a point for corner;

THENCE North 89 deg. 47 min. 57 sec. West, a distance of 170.00 feet to a 3/4 inch iron rod set at a point for corner;

THENCE South 00 deg. 13 min. 24 sec. West, a distance of 31.90 feet to a 3/4 inch iron rod set at a point for corner;

THENCE North 89 deg. 46 min. 36 sec. West, a distance of 115.00 feet to a 3/4 inch iron rod set at a point for corner;

THENCE North 00 deg. 13 min. 24 sec. East (Called North 00 deg. 04 min. 00 sec. East), along the West line of said 30.513 Acre tract, a distance of 363.06 feet to the POINT OF BEGINNING and containing 22.4326 Acres of land or 977,165 Square Feet of land, as depicted on a plat prepared by Donald K. Hall, R.P.L.S. No. 4070, dated March 24, 2000 and revised April 17, 2000.

Tract Two;

Of 16.2729 Acres or 708,850 Square Feet of land being part of that certain 33.7236 Acre tract of land conveyed from AMVEST CORPORATION to HANNOVER ESTATES, LTD. by a deed dated March 5, 1999 and recorded under Clerk's File No. T582353, of the Official Public Records of Real Property, Harris County, Texas (O.P.R.R.P.,H.C.T), and part of that certain 33.7180 Acre tract of land conveyed from Fern Ethel Jackson Lacy, etal to HANNOVER ESTATES, LTD. by a deed dated January 29, 1997 and recorded under Clerk's File No. S302794, O.P.R.R.P.,H.C.T., lying in the JOHN JONES Survey, Abstract No. 481, near Spring, in Harris County, Texas, said 16.2729 Acre tract is more particularly described by metes and bounds as follows:

BEGINNING at a 3/4 inch iron rod set on the South Right-of-Way of Spring-Stuebner Road (a 65 foot Right-of-Way), same being the Northwest corner of that certain 8.989 Acre tract of land conveyed to Rev. John L. Morkovsky by a deed recorded under Clerk's File No. D237564, O.P.R.R.P.,H.C.T., from which a 1/2 inch iron rod was found South, 4.75 feet and a 3/4 inch iron pipe was found South, 7.32 feet and East, 1.31 feet;

THENCE South 00 deg. 02 min. 11 sec. West (Called South 00 deg. 05 min. 11 sec. East), along the West line of said 8.989 Acre tract, a distance of 811.24 feet (Called 804.39 feet) to a Railroad Rail found at a point for corner;

THENCE South 88 deg. 05 min. 23 sec. East (Called North 88 deg. 27 min. 20 sec. West), along the South line of said 8.989 Acre tract, at a distance of 221.40 feet to a 3/4 inch iron rod set at point for corner;

THENCE South 38 deg. 25 min. 33 sec. West, along the Southeasterly line of the TEXAS ILLINOIS NATURAL GAS PIPELINE COMPANY, recorded in Volume 5757, Page 356, of the Deed Records of Harris County, Texas, distance of 1138.26 feet to a 3/4 inch iron rod set at a point for corner;

THENCE North 00 deg. 13 min. 24 sec. East (Called North 00 deg. 04 min. 00 sec. East), along the East line of that certain 30.513 Acre tract of land conveyed from Beatrice Benignus Seely, Trustee, etal to AYLESBURY, LTD. by a deed dated December 22, 1999 and recorded under Clerk's File No. U140604, O.P.R.R.P.,H.C.T., at a distance of 351.24 feet pass the Southeast corner of that certain 2.4926 Acre tract of conveyed from Frank Haude, Jr., etux to Roy James Haude by a deed dated August 3, 1976 and recorded under Clerk's File No. E845420, O.P.R.R.P.,H.C.T., at a distance of 803.26 feet pass the Southeast corner of that certain 2.4926 Acre tract of conveyed from Frank Haude, Jr., etux to Ray John Haude by a deed dated August 3, 1976 and recorded under Clerk's File No. E845419, O.P.R.R.P.,H.C.T., at a distance of 1,256.24 feet pass the Southeast corner of that certain 2.4926 Acre tract of conveyed from Frank Haude, Jr., etux to Herman F. Haude, etux by a deed dated August 3, 1976 and recorded under Clerk's File No. E845421, O.P.R.R.P.,H.C.T., and continuing in all a distance of 1,710.91 feet to a 3/4 inch iron rod set at a point for corner;

Tract Two Continuation

THENCE South 89 deg. 56 min. 05 sec. East (Called South 89 deg. 48 min. 13 sec. East), along the South Right-of-Way of said Spring-Stuebner Road, a distance of 480.00 feet to the POINT OF BEGINNING, containing within these calls 16.2729 Acres or 708,850 Square Feet of land, as depicted on a plat prepared by Donald K. Hall, R.P.L.S. No. 4070, dated March 24, 2000 and revised April 17, 2000.

**METES AND BOUNDS DESCRIPTION
25.4997 ACRES OF LAND
JOHN JONES SURVEY, ABSTRACT 481
HARRIS COUNTY, TEXAS**

BEING 25.4997 acres of land situated within the John Jones Survey, Abstract 481, Harris County, Texas, and being a portion of that certain called 30.513 acre tract described in an instrument dated December 22, 1999, to Aylesbury, Ltd., recorded under Harris County Clerk's File (H.C.C.F.) No. U140604; said 25.4997 acre tract being more particularly described by metes and bounds as follows:

BEGINNING at a 5/8-inch iron rod found in the west line of Hannover Forest, Section Two, a subdivision recorded under Film Code No. 471066 of the Harris County Map Records, at the southwest corner of said 30.513 acre tract, same being the northeast corner of that certain tract of land described in an instrument to Mobile Mart, L.L.C., recorded under H.C.C.F. No. S321831;

THENCE NORTH 89°59'36" West (bearings are based on subject deed), a distance of 363.76 feet along and with the south line of said 30.513 acre tract and the north line of said Mobile Mart tract to a 5/8-inch iron rod set, from which a 5/8-inch iron rod found bears South 13°25' West, 2.5 feet;

THENCE crossing said 30.513 acre tract along and with the following two (2) courses:

1. **NORTH** 00°11'32" East, a distance of 1876.15 feet to a 5/8-inch iron rod set;
2. **NORTH** 89°48'28" West, a distance of 116.08 feet to a 3/4-inch iron bar found in the west line of said 30.513 acre tract, same being the southeast corner of Windsor Forest Replat, a subdivision recorded under Film Code No. 348058 of the Map Records of Harris County;

THENCE NORTH 00°11'00" East, a distance of 900.71 feet along and with the east line of said Windsor Forest Replat to a 5/8-inch iron rod found at the southwest corner of that certain called 7.4778 acre tract described in an instrument recorded under H.C.C.F. No. T475643;

THENCE SOUTH 89°51'32" East, a distance of 239.13 feet to along and with the south line of said 7.4778 acre tract to a 1/2-inch iron rod found at the southwest corner of that certain called 2.4926 acre tract described in an instrument recorded under H.C.C.F. No. E845420;

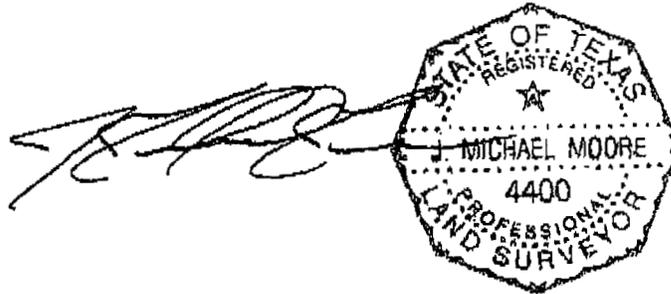
THENCE SOUTH 89°51'32" East, a distance of 237.18 feet along and with the south line of said 2.4926 acre tract to an axle found in the west line of that certain called 33.7180 acre tract described in an instrument recorded under H.C.C.F. No. S302794;

THENCE SOUTH 00°04'30" West, a distance of 1232.73 feet along and with said 33.7180 acre tract to a pinched top pipe found at the northwest corner of said Hannover Forest, Section Two subdivision:

GREATER TEXAS SURVEYING

Section Two subdivision;

THENCE SOUTH 00°09'00" West, a distance of 1543.38 feet along and with the aforesaid Hannover Forest, Section Two west line returning to the PLACE OF BEGINNING and containing 25,4997 acres (1110769 square feet) of land.



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

FILE FOR RECORD
8:00 AM

OCT 22 2002

Dorothy B. Kaufman
County Clerk, Harris County, Texas

OCT 22 2002



Dorothy B. Kaufman
COUNTY CLERK
HARRIS COUNTY, TEXAS

ANNEXATION OF
HANNOVER FOREST, SECTION TWO

06/21/01 201540342 V124894 \$17.00

THE STATE OF TEXAS §
 §
COUNTY OF HARRIS §

This Annexation agreement is made on the date hereinafter set forth by action of the Board of Directors of HANNOVER FOREST HOMEOWNERS ASSOCIATION, a Texas Corporation (hereinafter "the Board").

Whereas, CENTERFIELD DEVELOPMENT COMPANY, LLC, is the owner of the real property in Harris County, Texas, described as follows (hereinafter "Property"):

All of HANNOVER FOREST, SECTION TWO, as shown on the map or plat recorded on Film Code No. 471066 of the Map Records of Harris County, Texas.

as such map or plat hereafter be amended; and

Whereas, the Declaration of Covenants, Conditions and Restrictions for Hannover Estates, Section One (A/K/A Hannover Forest) was recorded on April 28, 1997, under County Clerk's file number S425230 of the Real Property Records of Harris County, Texas, and amended by that instrument titled "Amendment To Declaration of Covenants, Conditions and Restrictions for Hannover Estates, Section One (1), A/K/A Hannover Forest, A Subdivision in Harris County, Texas (A Residential Subdivision)" recorded on August 1, 1997 under County Clerk's file number S572270, and all subsequent amendments thereto (hereinafter collectively the "Declaration"); and

Whereas, pursuant to the Declaration, Hannover Forest Homeowners Association, Inc., a Texas non-profit corporation, (hereinafter "Association") was formed to promote the health, safety and welfare of the residents within HANNOVER ESTATES, SECTION ONE (A/K/A HANNOVER FOREST) and any additions thereto as may be brought within the jurisdiction of the Association; and

Whereas, Article VI, Section 11 of the Declaration provides for the annexation of additional property into the Association by action of the Board of Directors of Hannover Forest Homeowners Association, Inc.; and

Whereas, the Declaration provides that so long as there is a Class B membership in the Association, the annexation of the additional properties requires the approval of the Department of Housing and Urban Development ("HUD"), which approval is evidenced by letter of consent attached hereto, and

Whereas, The Board, with the approval of HUD, makes and executes this Annexation agreement in accordance with the provisions of the Declaration described in the preceding paragraphs; and

Now therefore, The Board, acting under the power granted in the Declaration and joined herein by the owner of the Property, Centerfield Development Company, LLC, hereby annexes the

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Property to the Association and declares the Property to be subject to all provisions of the Declaration.

All of the provisions of the Declaration shall apply to the Property with the same force and effect as if the Property was originally included therein as part of the original development.

The Property is submitted to the jurisdiction of the Association with the same force and effect as if it were originally included in the Declaration, and will be developed, held, used, sold and conveyed in accordance with and subject to the provisions of the Declaration.

Executed this 1 day of May, 2001.

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HANNOVER FOREST HOMEOWNERS ASSOCIATION

By: Jerome A. Patridge
Jerome A. Patridge, President

By: Mark Mard
Mark Mard, Secretary

JOINED BY:

Centerfield Development Company, LLC

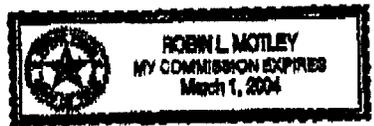
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By: Tyler D. Todd
Tyler D. Todd, Manager

By: Myles G. Sherman
Myles G. Sherman, Manager

THE STATE OF TEXAS §
COUNTY OF HARRIS §

This instrument was acknowledged before me on the 1 day of May, 2001, by Jerome Patridge, President of Hannover Forest Homeowners Association, a Texas non-profit corporation, on behalf of said corporation.

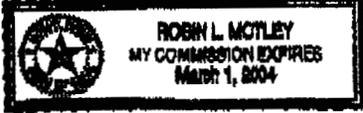


Robin L. Motley
Notary Public in and for the State of Texas

541-21-24B2

THE STATE OF TEXAS §
§
COUNTY OF HARRIS §

This instrument was acknowledged before me on the 1 day of May, 2001, by Charles Maxwell, Secretary of Hannover Forest Homeowners Association, a Texas non-profit corporation, on behalf of said corporation.



Robin L. Motley
Notary Public in and for the State of Texas

THE STATE OF TEXAS §
§
COUNTY OF HARRIS §

This instrument was acknowledged before me on the 17 day of May, 2001, by Tyler D. Todd, Manager of Centerfield Development Company, LLC, a Texas limited liability company, in its capacity as general partner of _____, a Texas limited partnership, on behalf of said company and limited partnership.



Evelyn Spenrath
Notary Public in and for the State of Texas

THE STATE OF TEXAS §
§
COUNTY OF HARRIS §

This instrument was acknowledged before me on the 17 day of May, 2000, by Myles G. Sherman, Centerfield Development Company, LLC, a Texas limited liability company, in its capacity as general partner of _____, a Texas limited partnership, on behalf of said company and limited partnership.



Evelyn Spenrath
Notary Public in and for the State of Texas

541-21-2483

CERTIFICATION

HANNOVER FOREST HOMEOWNERS ASSOCIATION

The undersigned, Jerome Patridge Charles Maxwell as President and Secretary, respectively, of the Board of Directors of Hannover Forest Homeowners Association, a Texas non-profit corporation, hereby certify that:

This annexation of HANNOVER FOREST, SECTION TWO to Hannover Forest Homeowners Association, dated 4-19-01, 2001, and executed by the undersigned as directors of Hannover Forest Homeowners Association, is proper, and was adopted and approved in accordance with the Association's governing documents.

Executed this the 19th day of April, 2001.

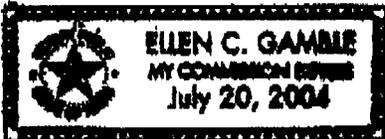
HANNOVER FOREST HOMEOWNERS ASSOCIATION

By: Jerome Patridge
Jerome Patridge, President

By: Charles Maxwell
Charles Maxwell, Secretary

THE STATE OF TEXAS §
COUNTY OF HARRIS §

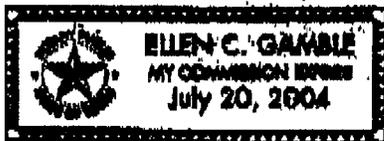
This instrument was acknowledged before me on the 19 day of April, 2001, by Jerome Patridge, President of Hannover Forest Homeowners Association, a Texas non-profit corporation, on behalf of said corporation.



Ellen C. Gamble
Notary Public in and for the State of Texas

THE STATE OF TEXAS §
COUNTY OF HARRIS §

This instrument was acknowledged before me on the 19 day of April, 2001, by Charles Maxwell, Secretary of Hannover Forest Homeowners Association, a Texas non-profit corporation, on behalf of said corporation.



Ellen C. Gamble
Notary Public in and for the State of Texas

AFTER RECORDING, RETURN TO:

EIKENBURG & STILES, PC
1021 MAIN STREET, SUITE 1900
HOUSTON, TX 77002-0803

JR

5-11-21-2484



U.S. DEPARTMENT OF HOUSING
AND URBAN DEVELOPMENT
HOMEOWNERSHIP CENTER
HUD BOX - PUD
2211 NORFOLK, SUITE 200
HOUSTON, TEXAS 77098

June 4, 2001

W. Michael Schaffer
Centerfield Development Company, L.L.C.
1177 West Loop South, #1675
Houston, TX 77027

Re: Hannover Forest, Section 2
Spring, Harris County, TX 77388

Dear Mr. Schaffer:

The certification submitted by your office relating to a Planned Unit Development (PUD) containing no substantial capital improvements, also known as a de minimus PUD, has been reviewed by this office. Substantial improvements include, but are not limited to: swimming pools, tennis courts, club houses, etc. Your certification meets the requirements for both new construction and existing properties. Requests for FHA mortgage insurance endorsement will now be accepted by this office.

The approved HUD File No. is: HO-P01551

If we may be of further assistance, please contact Mr. Vince Ferrer, Housing Program Specialist, Program Support Branch at (713) 313-2274, extension 7040.

Sincerely,

Herbert W. Green

Herbert W. Green
Single Family Coordinator
Program Support Branch

ANY PROVISION HEREIN WHICH VIOLATES THE RULE, ETHICS, OR USE OF THE GOVERNMENT SEAL,
PROPERTY RIGHTS OF COLOR, OR BARRS A BARRS AND OVERSICABLE UNDER FEDERAL LAW,
THE STATE OF TEXAS
COUNTY OF HARRIS
I hereby certify that this instrument was filed in the Public Records on the date and at the time
indicated herein by me and was duly recorded in the Public Records of Real Property of the
County, Texas.

JUN 21 2001



Conroy L. Keyman
COUNTY CLERK
HARRIS COUNTY, TEXAS

AFTER RECORDING, RETURN TO:

EKENBURG & STILES, PC
1021 MAIN STREET, SUITE 1500
HOUSTON, TX 77002-8803

FILE FOR RECORD
8:00 AM

JUN 21 2001

Conroy L. Keyman
County Clerk, Harris County, Texas

RECORDERS MEMORANDUM
ALL BLACKOUTS, ADDITIONS AND CHANGES
WERE PRESENT AT THE TIME THE INSTRUMENT
WAS FILED AND RECORDED.

541-21-2485